

NORDIC AMERICAN TANKERS Ltd  
Form F-3ASR  
August 30, 2012

As filed with the Securities and Exchange Commission on August 30, 2012.

Registration Statement No. 333-

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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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

NORDIC AMERICAN TANKERS LIMITED  
(Exact name of registrant as specified in its charter)

Islands of Bermuda  
(State or other jurisdiction of  
incorporation or organization)

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

Nordic American Tankers Limited  
Attn: Herbjørn Hansson  
LOM Building  
27 Reid Street  
Hamilton HM 11  
Bermuda  
(441) 292-7202

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

Seward & Kissel LLP  
Attention: Gary J. Wolfe, Esq.  
One Battery Park Plaza  
New York, New York 10004  
(212) 574-1200

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

Copies to:  
Gary J. Wolfe, Esq.  
Seward & Kissel LLP  
One Battery Park Plaza  
New York, New York 10004  
(212) 574-1200

Approximate date of commencement of proposed sale to the public:

From time to time after this registration statement becomes effective as determined by market conditions and other factors.

If the only securities being registered on the 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.  x

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.  o

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.  x

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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.

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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Shares, par value \$ 0.01 per share (1)	1,664,450	\$19,290,979	\$2,211

- (1) Including preferred share purchase rights that will initially trade together with the common shares. The value attributable to the rights, if any, will be reflected in the market price of the common shares. Also includes such indeterminate amount of securities as may be issued in exchange for, or upon conversion of, as the case may be, the securities registered hereunder.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) based on the average of the high and low prices per share of the registrant's common shares as reported on the New York Stock Exchange on August 29, 2012.

Prospectus

NORDIC AMERICAN TANKERS LIMITED

1,664,450 Common Shares  
to be sold pursuant to our Dividend Reinvestment and Direct Stock Purchase Plan

Through this prospectus, we are offering you the opportunity to participate in our Dividend Reinvestment and Direct Stock Purchase Plan, or the Plan. The Plan allows our existing shareholders to increase their holdings of our common shares and gives new investors an opportunity to make an initial investment in our common shares. These common shares include the related preferred shares purchase rights. Common shares purchased under the Plan may, at our election, be common shares purchased from us, common shares purchased in the open market or privately negotiated transactions, or a combination of both. This prospectus relates to the offer and sale of up to 1,664,450 common shares offered under the Plan, or the Plan Shares.

PLAN HIGHLIGHTS

If you are an existing shareholder, you may purchase additional common shares by reinvesting all or a portion of the dividends paid on your common shares and by making optional cash investments of not less than \$50 each and up to a maximum of \$10,000 per month. In some instances, we may permit optional cash investments in excess of this maximum.

If you are a new investor, you may join the Plan by making an initial investment of not less than \$250 and up to a maximum of \$10,000. In some instances, we may permit initial investments in excess of this maximum.

As a participant in the Plan, you may authorize electronic deductions from your bank account for optional cash investments.

We may offer discounts ranging from 0% to 5% on optional and initial cash investments that are made pursuant to a request for waiver (that is, on investments that are in excess of \$10,000). At our discretion the discount may be offered at variable rates on one, all or a combination of the sources of investments or not at all.

Our common shares are currently listed on the New York Stock Exchange under the symbol "NAT." The last reported sales price of our common shares on August 29, 2012 was \$11.53.

An investment in these securities involves a high degree of risk. See the section entitled "Risk Factors" on page 6 of this prospectus, and other risk factors contained in the documents incorporated by reference herein and therein.

Neither the Securities and Exchange Commission nor any state 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 August 30, 2012.



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We prepare our financial statements, including all of the financial statements included or incorporated by reference in this prospectus, in U.S. dollars and in conformity with U.S. generally accepted accounting principles, or "U.S. GAAP." We have a fiscal year end of December 31.

This prospectus is part of a registration statement that we filed with the U.S. Securities and Exchange Commission, or the Commission, using a shelf registration process. Under the shelf registration process, we may sell our common shares (including preferred share purchase rights), described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities we may offer. We may file a prospectus supplement in the future that may also add, update or change the information contained in this prospectus. You should read carefully both this prospectus and any prospectus supplement, together with the additional information described below.

This prospectus and any prospectus supplement are part of a registration statement we filed with the SEC and do not contain all the information in the registration statement. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. For further information about us or the securities offered hereby, you should refer to the registration statement, which you can obtain from the SEC as described below under the section entitled "Where You Can Find Additional Information."

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this prospectus and the applicable supplement to this prospectus is accurate as of the date on its respective cover, and that any information incorporated by reference is accurate only as of the date of the document incorporated by reference, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates.

Other than in the United States, no action has been taken by us that would permit a public offering of the common shares offered by this prospectus in any jurisdiction where action for that purpose is required. The common shares offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such shares be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any common shares offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Common shares may be offered or sold in Bermuda only in compliance with the provisions of the Companies Act 1981, the Investment Business Act of 2003 and the Exchange Control Act 1972, and related regulations of Bermuda which regulate the sale of securities in Bermuda. In addition, specific permission is required from the Bermuda Monetary Authority, or the BMA, pursuant to the provisions of the Exchange Control Act 1972 and related regulations, for all issuances and transfers of securities of Bermuda companies, other than in cases where the BMA has granted a general permission. The BMA in its policy dated June 1, 2005 provides that where any equity securities, which includes our common shares, of a Bermuda company are listed on an appointed stock exchange, general permission is given for the issue and subsequent transfer of any securities of a company from and/or to a non-resident, for as long as any equities securities of such company remain so listed. The New York Stock Exchange, or NYSE, is an appointed stock exchange under Bermuda law.

Notwithstanding the above general permission, the BMA has granted the Company permission, subject to the common shares of the Company being listed on an appointed stock exchange, to issue, grant, create, sell and transfer any of the Company's shares, stock, bonds, notes (other than promissory notes), debentures, debenture stock, units under a unit trust scheme, shares in an oil royalty, options, warrants, coupons, rights and depository receipts, or collectively, the Securities, to and among persons who are either resident or non-resident of Bermuda for exchange control purposes, whether or not the Securities are listed on an appointed stock exchange. The BMA and the Registrar of Companies accept no responsibility for the financial soundness of any proposal or for the correctness of any of the statements made or opinions expressed in this prospectus.

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## PROSPECTUS SUMMARY

This summary provides an overview of our company and our business. This summary is not complete and does not contain all of the information you should consider before purchasing our securities. You should carefully read all of the information contained or incorporated by reference in this prospectus and any accompanying prospectus supplement, including the "Risk Factors" and our financial statements and related notes contained herein and therein, before making an investment decision. Unless we specify otherwise, all references in this prospectus to "we," "our," "us" and the "Company" refer to Nordic American Tankers Limited. We use the term deadweight, or "dwt," in describing the size of vessels. Dwt, expressed in metric tons each of which is equivalent to 1,000 kilograms, refers to the maximum weight of cargo and supplies that a vessel can carry.

## Our Company

Nordic American Tankers Limited, or the Company, was incorporated on June 12, 1995 under the name Nordic American Tanker Shipping Limited under the laws of the Islands of Bermuda. We maintain our principal executive office at LOM Building, 27 Reid Street, Hamilton HM 11, Bermuda. Our telephone number at such address is (441) 292-7202.

We are an international tanker company and currently own 20 Suezmax tankers. The Company was formed for the purpose of acquiring and chartering three double-hull Suezmax tankers built in 1997. In the autumn of 2004, we owned three vessels; at the end of 2005, eight vessels; at the end of 2006, 12 vessels; at the end of 2009, 15 vessels; at the end of 2010, 17 vessels; and at the end of 2011 we owned 20 vessels. We expect that the expansion process will continue over time and that more vessels will be added to our fleet.

Until November 24, 2011, we chartered all of our vessels in the spot market pursuant to a cooperative arrangement with Gemini Tankers LLC. In November 2011, the Orion Tankers pool was established, with Orion Tankers Ltd. as pool manager, and our vessels were transferred from the Gemini Tankers LLC arrangement to the Orion Tankers pool upon completion of previously fixed charters with Gemini Tankers LLC. Orion Tankers Ltd. is owned equally by us and Frontline Ltd.

As of the date of this prospectus, all of our vessels are employed in the spot market pursuant to our cooperative arrangement with Orion Tankers Ltd. The following table provides information regarding the status of each vessel.

Vessel	Yard	Built	Dwt (1)	Delivered to us
Nordic Hawk	Samsung	1997	151,475	October 1997
Nordic Hunter	Samsung	1997	151,400	December 1997
Nordic Voyager	Dalian New	1997	149,591	November 2004
Nordic Freedom	Daewoo	2005	163,455	March 2005
Nordic Fighter	Hyundai	1998	153,328	March 2005
Nordic Discovery	Hyundai	1998	153,328	August 2005
Nordic Sprite	Samsung	1999	147,188	February 2009
Nordic Grace	Hyundai	2002	149,921	July 2009
Nordic Harrier	Samsung	1997	151,475	August 1997
Nordic Saturn	Daewoo	1998	157,332	November 2005
Nordic Jupiter	Daewoo	1998	157,411	April 2006
Nordic Apollo	Samsung	2003	159,999	November 2006
Nordic Cosmos	Samsung	2003	159,998	December 2006
Nordic Moon	Samsung	2002	159,999	November 2006
Nordic Mistral	Hyundai	2002	164,236	November 2009

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Nordic Passat	Hyundai	2002	164,274	March 2010
Nordic Vega	Bohai	2010	163,000	December 2010
Nordic Breeze	Samsung	2011	158,597	August 2011
Nordic Aurora	Samsung	1999	147,262	September 2011
Nordic Zenith	Samsung	2011	158,645	November 2011

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The commercial and technical management of our vessels is handled by third party companies under the supervision of Scandic American Shipping Ltd., or the Manager, a company controlled by Mr. Herbjorn Hansson, our Chairman and Chief Executive Officer, and his family. The commercial management services for each of the vessels in our fleet is provided through our spot market cooperative arrangement with Orion Tankers.

The ship management firm of V.Ships Norway AS provides technical management services for 14 of the vessels in our fleet. Of the other six vessels in our fleet, the ship management firms of Columbia Shipmanagement Ltd., Cyprus and Columbia Shipmanagement (Deutschland) GmbH each provide technical management services for two of our vessels and the ship management firm Hellespont Ship Management GmbH & Co. KG provides technical management services for one of our vessels.

We believe that the compensation under our commercial and technical management agreements is in accordance with industry standards.

#### Recent Developments

Set forth below are the Company's unaudited interim financial results for the three- and six-month periods ended June 30, 2012.

Amounts in USD '000

CONDENSED STATEMENTS OF OPERATION Amounts in USD '000	Three Months Ended			Six Months Ended	
	June 30, 2012 (unaudited)	Mar. 31, 2012 (unaudited)	June 30, 2011 (unaudited)	June 30, 2012 (unaudited)	June 30, 2011 (unaudited)
Net Voyage Revenues	28,548	30,476	23,835	59,024	49,366
Vessel Operating Expenses	(15,660 )	(16,094 )	(13,116 )	(31,754 )	(25,620 )
General and Administrative Expenses	(2,888 ) *	(6,073 ) *	(4,184 ) *	(8,961 ) **	(7,781 ) **
Depreciation Expenses	(17,192 )	(16,980 )	(16,117 )	(34,172 )	(32,120 )
Operating Expenses	(35,740 )	(39,147 )	(33,417 )	(74,887 )	(65,521 )
Net Operating Income (Loss)	(7,192 )	(8,671 )	(9,582 )	(15,863 )	(16,155 )
Interest Income	127	88	0	215	1
Interest Expense	(956 )	(942 )	(407 )	(1 898 )	(805 )
Other Financial Income (Expense)	98	135	(11 )	233	(14 )
Total Other Expenses	(731 )	(719 )	(418 )	(1 450 )	(818 )
Net Income (Loss)	(7,923 )	(9,390 )	(10,000 )	(17,313 )	(16,973 )
Basic Earnings (Loss) per Shares	(0.15 )	(0.18 )	(0.21 )	(0.33 )	(0.36 )
Basic Weighted Average Number of Common Shares	52,915,639	51,435,487	47,160,298	52,175,563	47,030,263

Outstanding Common					
Shares Outstanding	52,915,639	52,915,639	47,224,782	52,915,639	47,224,782

\*) The general and administrative expenses, or the G&A, for the three months ended June 30, 2012, March 31, 2012 and June 30, 2011 include non-cash charges of \$0.3 million, \$3.1 million, and \$1.1 million, respectively, which are charges related to share based compensation and pension cost.

\*\*\*) The G&A for the six months ended June 30, 2012 and June 30, 2011 include non-cash charges of \$3.4 million and \$2.3 million which are charges related to share based compensation and pension cost.

## CONDENSED BALANCE SHEETS

Amounts in USD '000	June 30, 2012 (unaudited)	June 30, 2011 (unaudited)	Dec. 31, 2011
Cash and Cash Equivalents	104,259	11,618	24,006
Marketable Securities	453	795	583
Accounts Receivable, net	215	10,718	17,586
Accounts Receivable, net related party	18,555	0	1,571
Prepaid Expenses and Other Current Assets	8,130	45,461	39,354
Vessels, Net	996,968	966,088	1,022,793
Related Party receivables (Orion Tanker Pool)	37,013	0	18,941
Other Non-current Assets	646	25,040	551
<b>Total Assets</b>	<b>1,166,239</b>	<b>1,059,720</b>	<b>1,125,385</b>
Accounts Payable	3,199	3,234	4,378
Accounts Payable, related party	470	0	926
Accrued liabilities	5,164	5,987	12,642
Long-term Debt	250,000	90,000	230,000
Deferred Compensation Liability	10,965	9,739	9,876
Shareholders' Equity	896,441	950,760	867,563
<b>Total Liabilities and Shareholders' Equity</b>	<b>1,166,239</b>	<b>1,059,720</b>	<b>1,125,385</b>

## CONDENSED STATEMENTS OF CASH FLOW

Amounts in USD '000	Six Months Ended		Twelve Months Ended
	June 30, 2012 (unaudited)	June 30, 2011 (unaudited)	Dec. 31, 2011
Net Cash Provided by (Used in) Operating Activities	9,050	9,679	(12,163 )
Investment in Marketable Securities	0	(795 )	(795 )
Investment in Vessels	(1,503 )	(3,595 )	(91,536 )
Repayment of Deposit and Loan, Nordic Galaxy	9,000	0	10,609
Other	(128 )	0	(61 )
Net Cash Provided by (Used in) Investing Activities	7,369	(4,390 )	(81,783 )
Net Proceeds from Issuance of Common Stock	75,583	0	4
Proceeds from Use of Credit Facility	20,000	15,000	155,000
Dividends Paid	(31,749 )	(25,892 )	(54,273 )
Net Cash Provided by (Used in) Financing Activities	63,834	(10,892 )	100,731
Net Increase (Decrease) in Cash and Cash Equivalents	80,253	(5,603 )	6,785
Cash and Cash Equivalents at Beginning of Period	24,006	17,221	17,221
Cash and Cash Equivalents at End of Period	104,259	11,618	24,006



## RECONCILIATION OF NON-GAAP FINANCIAL MEASURES

	Three Months Ended			Six Months Ended	
	June 30, 2012	Mar. 31, 2012	June 30, 2011	June 30, 2012	June 30, 2011
	(unaudited)	(unaudited)	(unaudited)	(unaudited)	(unaudited)
Amounts in USD '000					
Voyage Revenues	29,255	36,683	26,057	65,938	53,986
Voyage Expenses	(707 )	(6,207 )	(2,222 )	(6,914 )	(4,620 )
Net Voyage Revenues (1)	28,548	30,476	23,835	59,024	49,366

	Three Months Ended			Twelve Months Ended
	June 30, 2012	Mar. 31, 2012	June 30, 2011	Dec. 31, 2011
	(unaudited)	(unaudited)	(unaudited)	(unaudited)
Net Operating Income (Loss)	(7,192 )	(8,671 )	(9,582 )	(71,213 )
Depreciation Expense	17,192	16,980	16,117	64,626
Loss on Contract	0	0	0	16,200
Share Based Compensation and Pension Cost	346	3,132	1,125	3,129
Operating Cash Flow (2)	10,346	11,441	7,660	12,742

(1) Net voyage revenues represents voyage revenues less voyage expenses such as bunker fuel, port fees, canal tolls and brokerage commissions. Net voyage revenues is included because certain investors use this data to measure a shipping company's financial performance. Net voyage revenues is not required by accounting principles generally accepted in the United States and should not be considered as an alternative to net income or any other indicator of the Company's performance required by accounting principles generally accepted in the United States.

(2) Operating cash flow represents income from vessel operations before depreciation and non-cash administrative charges. Operating cash flow is included because certain investors use this data to measure a shipping company's financial performance. Operating cash flow is not required by accounting principles generally accepted in the United States and should not be considered as an alternative to net income or any other indicator of the Company's performance required by accounting principles generally accepted in the United States.

In January 2012, the Company issued 5,500,000 common shares at the price of \$15.57 per share in a follow-on offering. The net proceeds of the offering are expected to be used to fund future acquisitions and for general corporate purposes.

In February 2012, the Company declared a dividend of \$0.30 per share for the fourth quarter of 2011. The dividend was paid on March 2, 2012, to shareholders of record as of February 23, 2012.

On May 7, 2012, the Company declared a dividend of \$0.30 per share for the first quarter of 2012. The dividend was paid on June 1, 2012, to shareholders of record on May 18, 2012.

On May 21, 2012, the Company conducted its 2012 Annual General Meeting and at the meeting all of the proposed resolutions were approved, including the reduction of the Company's share premium account by approximately \$75.5 million. The reduction will be credited to the Company's contributed surplus account. Going forward, this transaction will facilitate payment of dividends and distributions under Bermuda law in accordance with the full dividend policy of the Company.

On August 7, 2012, the Company declared a dividend of \$0.30 per share for the second quarter of 2012. The dividend is scheduled to be paid on August 30, 2012 to shareholders of record as of August 17, 2012.



## RISK FACTORS

An investment in our securities involves a high degree of risk. You should carefully consider the risks set forth below and the discussion of risks under the heading "Item 3. Key Information—D. Risk Factors" in our Annual Report on Form 20-F for the year ended December 31, 2011, filed with the Commission on April 17, 2012, and the other documents which are incorporated by reference in this prospectus, before making an investment in our securities. Please see the section of this prospectus entitled "Where You Can Find Additional Information—Information Incorporated by Reference." In addition, you should also consider carefully the risks set forth under the heading "Risk Factors" in any prospectus supplement before investing in the securities offered by this prospectus. The occurrence of one or more of those risk factors could adversely impact our business, financial condition or results of operations.

We may issue additional common shares or other equity securities without your approval, which would dilute your ownership interests and may depress the market price of our common shares.

We may issue additional common shares or other equity securities of equal or senior rank in the future in connection with, among other things, future vessel acquisitions, repayment of outstanding indebtedness, our equity incentive plan, or our Dividend Reinvestment and Direct Stock Purchase Plan, without shareholder approval, in a number of circumstances.

Our issuance of additional common shares or other equity securities of equal or senior rank would have the following effects:

- our existing shareholders' proportionate ownership interest in us may decrease;
- the amount of cash available for dividends payable on our common shares may decrease;
- the relative voting strength of each previously outstanding common share may be diminished; and
  - the market price of our common shares may decline.

You will not know the price of the common shares you are purchasing under the Dividend Reinvestment and Direct Stock Purchase Plan at the time you authorize the investment or elect to have your dividends reinvested.

The price of our common shares may fluctuate between the time you decide to purchase common shares under the Plan and the time of actual purchase. In addition, during this time period, you may become aware of additional information that might affect your investment decision.

Computershare Trust Company N.A., or the Plan Administrator, administers the Plan. If you instruct the Plan Administrator to sell common shares under the Plan, you will not be able to direct the time or price at which your common shares are sold. The price of our common shares may decline between the time you decide to sell common shares and the time of actual sale.

If you decide to withdraw from the Plan, the Plan Administrator will continue to hold your common shares unless you request a certificate for whole shares.

### CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Matters discussed in this prospectus and the documents incorporated by reference in this prospectus may constitute forward-looking statements. The Private Securities Litigation Reform Act of 1995 provides safe harbor protections for forward-looking statements, which include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements, which are other than statements of historical facts.

We desire to take advantage of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and are including this cautionary statement in connection with this safe harbor legislation. This document and any other written or oral statements made by us or on our behalf may include forward-looking statements which reflect our current views with respect to future events and financial performance. The words "believe," "anticipate," "intend," "estimate," "forecast," "project," "plan," "potential," "may," "should," "expect," "pending" and similar expressions identify forward-looking statements.

The forward-looking statements in this document are based upon various assumptions, including management's examination of historical operating trends, data contained in our records and data available from third parties. Although we believe that these assumptions were reasonable when made, because these assumptions are inherently subject to significant uncertainties and contingencies which are difficult or impossible to predict and are beyond our control, we cannot assure you that we will achieve or accomplish these expectations, beliefs or projections. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

The factors discussed under the caption "Risk Factors" and matters discussed elsewhere in this prospectus and in the documents incorporated by reference in this prospectus could cause actual results to differ materially from those discussed in the forward-looking statements.

## SHARE HISTORY AND MARKETS

Since November 16, 2004, the primary trading market for our common shares has been the NYSE, on which our shares are listed under the symbol "NAT." You should carefully review the high and low prices of NAT common shares in the tables for the months, quarters and years indicated under the heading "Item 9. The Offer and Listing—Share History and Markets" in our Annual Report on Form 20-F for the year ended December 31, 2011, which is incorporated by reference herein.

The table below sets forth the high and low market prices for each of the periods indicated for our shares of common stock as reported by the NYSE.

	High	Low
For the month ended:		
August (through August 29, 2012)	\$12.98	\$9.26
July 2012	\$13.88	\$11.50
June 2012	\$13.64	\$12.00
May 2012	\$14.71	\$12.25
April 2012	\$15.96	\$13.70
For the quarter ended:		
June 30, 2012	\$15.96	\$12.00
March 31, 2012	\$16.04	\$13.02

USE OF PROCEEDS

The net proceeds realized from sales of Plan Shares will be used for working capital and general corporate purposes. We do not know either the number of common shares that will be purchased under the Plan or the prices at which the common shares will be sold to participants.

## CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2012, on a historical basis and on an as adjusted basis to give effect to the payment on August 30, 2012 of a dividend of \$0.30 per common share, or \$15.9 million in the aggregate, in respect of the second quarter of 2012.

There have been no significant adjustments to our capitalization since June 30, 2012, as so adjusted. You should read the adjusted capitalization table information below in connection with "Use of Proceeds" and our financial statements and related notes appearing elsewhere or incorporated by reference in this prospectus.

Dollars in thousands	Actual	As Adjusted
<b>Debt:</b>		
Credit Facility	250,000	250,000
Total debt	250,000	250,000
<b>Shareholders' equity:</b>		
Common shares, \$0.01 par value, outstanding actual 52,915,639 shares, as adjusted 52,915,639 shares (1)	529	529
Additional paid-in capital (1)(2)	913,469	897,594
Accumulated other comprehensive income	-244	-244
Accumulated deficit	-17,313	-17,313
Total shareholders' equity	896,441	880,566
Total capitalization	1,146,441	1,130,566

(1) Common shares and Additional paid-in capital excludes 1,664,450 common shares that may be issued under our Dividend Reinvestment and Direct Stock Purchase Plan.

### ENFORCEMENT OF CIVIL LIABILITIES

There is no treaty in force between the United States and Bermuda providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As a result, whether a United States judgment would be enforceable in Bermuda against us or our directors and officers depends on whether the U.S. court that entered the judgment is recognized by the Bermuda court as having jurisdiction over us or our directors and officers, as determined by reference to Bermuda conflict of law rules. A judgment debt from a U.S. court that is final and for a sum certain based on U.S. federal securities laws will not be enforceable in Bermuda unless the judgment debtor had submitted to the jurisdiction of the U.S. court, and the issue of submission and jurisdiction is a matter of Bermuda (not U.S.) law.

In addition, and irrespective of jurisdictional issues, the Bermuda courts will not enforce a U.S. federal securities law that is either penal or contrary to the public policy of Bermuda. An action brought pursuant to a public or penal law, the purpose of which is the enforcement of a sanction, power or right at the instance of the state in its sovereign capacity, may not be entertained by a Bermuda court to the extent it is contrary to Bermuda public policy. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies under U.S. federal securities laws, may not be available under Bermuda law or enforceable in a Bermuda court, to the extent they are contrary to Bermuda public policy. Further, no claim may be brought in Bermuda against us or our directors and officers in the first instance for violations of U.S. federal securities laws because these laws have no extraterritorial jurisdiction under Bermuda law and do not have force of law in Bermuda. A Bermuda court may, however, impose civil liability on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our unaudited ratio of earnings to fixed charges for each of the preceding five fiscal years and the six months ended June 30, 2012.(1)

	Six months ended June 30, 2012	For the years ended December 31,				
		2011	2010	2009	2008	2007
(in thousands of U.S. dollars)						
<b>Earnings</b>						
Net Income	-17,313	-72,298	-809	1,012	118,844	44,206
Add: Fixed Charges	2,223	3,701	3,006	2,877	4,316	10,502
Less: Interest Capitalized		-918	-382	-430	-306	-305
Total Earnings	-15,090	-69,515	1,815	3,459	122,854	54,403
<b>Fixed Charges</b>						
Interest expensed and capitalized	1,897	3,048	2,353	2,224	3,698	9,988
Amortization and write-off of capitalized expenses relating to indebtedness	326	653	653	653	618	514
Total Fixed Charges	2,223	3,701	3,006	2,877	4,316	10,502
Ratio of Earnings to Fixed Charges(2)	-	-	-	1.2	28.5	5.2
Dollar amount of the coverage deficiency	17,313	73,216	1,191	-	-	-

- (1) We have not issued any preferred shares as of the date of this prospectus.
- (2) For purposes of computing the consolidated ratio of earnings to fixed charges, earnings consist of net income available to common shareholders plus interest expensed and any amortization and write-off of capitalized expenses relating to indebtedness. Fixed charges consist of interest expensed and capitalized, the interest portion of rental expense and amortization and write-off of capitalized expenses relating to indebtedness.

## PLAN OF DISTRIBUTION

### Dividend Reinvestment and Direct Stock Purchase Plan

We may sell newly issued common shares under the Dividend Reinvestment and Direct Stock Purchase Plan, or the Plan. A registered broker/dealer may assist in the identification of investors and provide other related services, but will not be acting as an underwriter with respect to our common shares sold under the Plan. You will pay no trading fees on common shares purchased through the Plan when common shares are being acquired from us or through open market sources. However, you may be responsible for other fees and expenses, including a handling fee and trading fees upon the sale of your common shares that are subject to the Plan. Please see "8. What are the fees associated with participation" below under the section entitled "Description of the Plan."

In connection with the administration of the Plan, we may be requested to approve investments made pursuant to requests for waiver by or on behalf of existing shareholders and new investors who may be engaged in the securities business.

Persons who acquire our common shares through the Plan and resell them shortly after acquiring them, including for purposes of coverage of short positions, under certain circumstances, may be participating in a distribution of securities that would require compliance with Regulation M under the Securities Exchange Act of 1934, and may be considered to be underwriters within the meaning of the Securities Act. We will not extend to any such person any rights or privileges other than those to which he, she or it would be entitled as a participant, nor will we enter into any agreement with any such person regarding the resale or distribution by any such person of our common shares so purchased. We may, however, accept optional cash investments and initial investments made pursuant to requests for waiver by such persons.

From time to time, financial intermediaries, including brokers and dealers, and other persons may engage in positioning transactions in order to benefit from any waiver discounts applicable to optional cash investments and initial investments made pursuant to requests for waiver under the Plan. Those transactions may cause fluctuations in the trading volume of our common shares. Financial intermediaries and such other persons who engage in positioning transactions may be deemed to be underwriters. We have no arrangements or understandings, formal or informal, with any person relating to the sale of our common shares to be received under the Plan. We reserve the right to modify, suspend or terminate participation in the Plan by otherwise eligible persons in order to eliminate practices that are inconsistent with the purposes of the Plan.



## DESCRIPTION OF THE PLAN

With this prospectus we are offering you the opportunity to participate in our Dividend Reinvestment and Direct Stock Purchase Plan, or the Plan. The Plan allows our existing shareholders to increase their holdings of our common shares and gives new investors an opportunity to make an initial investment in our common shares. The common shares include the related preferred share purchase rights.

## PLAN HIGHLIGHTS

If you are an existing shareholder, you may purchase additional common shares by reinvesting all or a portion of the dividends paid on your common shares and by making optional cash investments of not less than \$50 each and up to a maximum of \$10,000 per month. In some instances, we may permit optional cash investments in excess of this maximum.

If you are a new investor, you may join the Plan by making an initial investment of not less than \$250 and up to a maximum of \$10,000. In some instances, we may permit initial investments in excess of this maximum.

As a participant in the Plan, you may authorize electronic deductions from your bank account for optional cash investments.

We may offer discounts ranging from 0% to 5% on optional and initial cash investments that are made pursuant to a request for waiver (i.e., on investments that are in excess of \$10,000). At our discretion the discount may be offered at variable rates on one, all or a combination of the sources of investments or not at all.

### 1. What is the Plan?

Our Dividend Reinvestment and Direct Stock Purchase Plan, or the Plan, enables new investors to make an initial investment in our common shares and existing investors to increase their holdings of our common shares. Participants can purchase our common shares with optional monthly cash investments and cash dividends.

The Plan is designed for long-term investors who wish to invest and build their share ownership over time. The Plan is not intended to provide holders of common shares with a mechanism for generating assured short-term profits through rapid turnover of shares acquired at a discount. The Plan's intended purpose precludes any person, organization or other entity from establishing a series of related accounts for the purpose of conducting arbitrage operations and/or exceeding the optional monthly cash investment limit.

We reserve the right to modify, suspend or terminate participation by a shareholder who is using the Plan for purposes inconsistent with its intended purpose.

### 2. What features does the Plan offer?

**Initial investment.** If you are not an existing shareholder, you can make an initial investment in our common shares, starting with as little as \$250 and up to a maximum of \$10,000. See "7. How do I enroll if I am not currently a shareholder?" below for more information.

Optional monthly cash investments. Once you are enrolled in the Plan, you can buy our common shares and pay fees and commissions lower than those typically charged by stockbrokers for small transactions. You can increase your holdings of our common shares through optional monthly cash investments of \$50 or more, up to a maximum of \$10,000 per month. You can make optional monthly cash investments by check or electronically with deductions from your personal bank account — either in a single transaction or automatically each month. If you wish to make optional monthly cash investments in excess of \$10,000 in any month or an initial investment in excess of \$10,000, see "9. What are my options for additional cash investments once I am enrolled in the Plan?" below for more information.

Automatic dividend reinvestment. You can also increase your holdings of our common shares through automatic reinvestment of your cash dividends. You will also be credited with dividends on fractions of common shares you hold in the Plan. You can elect to reinvest all or a portion of your dividends. You can receive, electronically or by check, any portion of dividends not reinvested by you. See "5. How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in my own name?" and "10. What are my reinvestment options?" below for more information.

Share safekeeping. You can deposit your share certificate representing common shares for safekeeping with the Plan Administrator. See "19. Can I deposit share certificates for safekeeping?" below for more information.

Automated transactions. You can execute many of your Plan transactions online. See "16. May I enroll, view my account information, and execute transactions online?" below for more information.

Refer to "8. What are the fees associated with participation?" below for details on fees charged for these transactions and services.

3. Who is the Plan Administrator and what does the Plan Administrator do?

Computershare Trust Company, N.A., currently is the Plan Administrator. The Plan Administrator with certain administrative support provided by its designated affiliates, administers the Plan, keeps records, sends statements of account activity to each participant and performs other duties relating to the Plan. The Plan Administrator holds for safekeeping the common shares purchased for you together with common shares forwarded by you to the Plan Administrator for safekeeping until termination of your participation in the Plan or receipt of your request for a certificate for all or part of your common shares. Common shares purchased under the Plan and held by the Plan Administrator will be registered in the Plan Administrator's name or the name of its nominee, as your agent. In the event that the Plan Administrator should resign or otherwise cease to act as agent, we will appoint a new administrator to administer the Plan.

The Plan Administrator also acts as dividend disbursing agent, transfer agent and registrar for our common shares.

We and the Plan Administrator will not be liable in administering the Plan for any act done in good faith or as required by applicable securities laws or for any good faith omission to act including, without limitation, any claim or liability arising out of failure to terminate your account upon your death, or with respect to the prices at which common shares are purchased for your account and the times when such purchases are made or with respect to any fluctuation in the market value after purchase or sale of common shares. Neither we nor the Plan Administrator shall have any duties, responsibilities or liabilities except such as are expressly set forth in the Plan.

4. How do I contact the Plan Administrator?

Website:	<a href="http://www.cpushareownerservices.com">www.cpushareownerservices.com</a>
Toll-free number:	1-800-635-5835
International number:	1-201-680-6578
For the Hearing Impaired (TDD):	1-800-231-5469

An automated voice response system is available 24 hours a day, 7 days a week. Customer Service Representatives are available from 9:00 a.m. to 7:00 p.m., Eastern Time, Monday through Friday (except holidays).

Or write to:

Nordic American Tankers Limited  
c/o Computershare Trust Company, N.A.

P.O. Box 358035

Pittsburgh, PA 15252-8035

Be sure to include your name, address, daytime phone number, Investor Identification Number and a reference to Nordic American Tankers Limited on all correspondence.

5. How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in my name?

If you already own our common shares and the common shares are registered in your name, you may participate in the Plan immediately. You may participate by choosing to reinvest all or part of your quarterly dividend, if any, or by making an additional cash investment. Please see "9. What are my options for additional cash investments once I am enrolled in the Plan?" below for details regarding optional monthly cash investments and "10. What are my reinvestment options?" below for details regarding the different reinvestment elections you can make under the Plan. You can enroll online through our website at [www.cpushareownerservices.com](http://www.cpushareownerservices.com) or by completing and returning an enclosed enrollment form to the Plan Administrator in the envelope provided with the Plan prospectus. Your participation will begin promptly after your authorization is received. Once you have enrolled, your participation continues automatically until either you elect to withdraw from the Plan or the Plan is terminated by us.

If you need to obtain an enrollment form, contact the Plan Administrator online or by telephone at 1-800-635-5835. While there is no cost to enroll in the Plan, please refer to "8. What are the fees associated with participation?" for more information on purchase, reinvestment and sale fees, and other expenses.

6. My shares are held in "street name." How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in the name of my broker, bank or other nominee?

If your common shares are registered in the name of a broker, bank or other nominee, you should contact that institution and discuss with it whether it can arrange for you to participate in the Plan. If the broker, bank or other nominee cannot arrange for you to participate in the Plan, you should arrange for the broker, bank or other nominee to register in your name the number of common shares that you want to participate in the Plan or have the common shares electronically transferred into your own name through the Direct Registration System. You can then enroll in the Plan, as described in "5. How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in my name?" above. Alternatively, if you do not want to re-register your common shares, you can enroll in the Plan in the same way as someone who is not currently a shareholder, as described in "7. How do I enroll if I am not currently a shareholder?" below. However, even if you enroll in the Plan by making an investment as described in "7. How do I enroll if I am not currently a shareholder?", any existing common shares that are not registered in your name will not be able to participate in the Plan.

7. How do I enroll if I am not currently a shareholder?

If you do not currently own any of our common shares (or you are an existing shareholder that is not enrolled in the Plan and your common shares are not registered in your name), you can participate by making an initial cash investment through the Plan for as little as \$250 and up to a maximum of \$10,000. Your initial investment can be made using one of the following options:

Via on-line enrollment through the Plan Administrator's website at [www.cpushareownerservices.com](http://www.cpushareownerservices.com) and:

authorizing one deduction (minimum of \$250) from your bank account; or

opening your account on-line and sending your initial investment of \$250 or more by check payable to Nordic American Tankers Limited/Computershare.

Via the Enrollment Form and:

submitting it to the Plan Administrator, and making one payment (minimum of \$250) by check payable to Nordic American Tanker Shipping Limited/Computershare.

If you need to obtain an enrollment form, contact the Plan Administrator online or by telephone at 1-800-635-5835.

Please refer to "8. What are the fees associated with participation?" for more information on enrollment, purchase, reinvestment and sale fees, and other expenses.

8. What are the fees associated with participation?

We will pay all trading fees on common shares purchased through the Plan when common shares are being acquired from us or through open market sources.

You will not be charged an enrollment fee if you enroll in the Plan in the manner described in "5. How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in my name?"

You will not be charged an enrollment fee if you enroll in the Plan by having your broker, bank or other nominee make arrangements for you to participate in the Plan as described in "6. My shares are held in "street name." How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in the name of my broker, bank or other nominee?" However, you will be responsible for any costs incurred in connection with such arrangement and any fees charged by your broker, bank or other nominee.

You will be charged a \$15.00 enrollment fee if you enroll in the Plan by making an initial cash investment as described in "7. How do I enroll if I am not currently a shareholder?"

Once enrolled in the Plan, you will be charged a \$5.00 processing fee for each optional additional cash investment made through the Plan by check as described in "9. What are my options for additional cash investments once I am enrolled in the Plan."

If you choose to make any payments to the Plan electronically through your bank account, you will be charged a \$2.00 processing fee for each deduction made from your bank account for optional additional cash investments. You will also be responsible for any other costs your bank may charge in connection with deductions from or payments made to your bank account.

If you request that your common shares that are subject to the Plan be sold, you will receive the proceeds less a handling fee of \$15.00 (Batch Order sales) or \$25.00 (Market Order sales), trading fees (\$0.12 per share as of the date of this prospectus) and applicable stock transfer taxes. If you choose to sell your common shares that are subject to the Plan through a stockbroker of your choice, you will be responsible for any fees or costs your broker may charge in connection with the transfer of your common shares to such stockbroker and applicable stock transfer taxes. Please see "20. How do I sell my Plan shares?" for information relating to the sale of common shares that are subject to the Plan.

A \$35 fee will be assessed for any check that is returned for insufficient funds. We can change the fee structure of the Plan at any time. We will give you notice of any fee changes prior to the changes becoming effective.

9. What are my options for additional cash investments once I am enrolled in the Plan?

Once you are enrolled in the Plan, you may purchase additional common shares through optional cash investments, regardless of whether dividends are being reinvested. Optional cash investments may not be less than \$50, and the total of all optional cash investments submitted by an individual shareholder may not exceed \$10,000 in any month, unless a request for waiver has been granted. The \$50 minimum applies only to optional cash investments by existing Plan participants. New investors or existing shareholders making an initial investment in order to enroll in the Plan as described in "6. My shares are held in "street name." How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in the name of my broker, bank or other nominee?" and "7. How do I enroll if I am not currently a shareholder?" must make an initial investment of not less than \$250. There is no obligation either to make an optional cash investment or to invest the same amount of cash for each investment.

Check. You may make optional monthly cash investments by sending a check to the Plan Administrator payable to Nordic American Tankers Limited/Computershare. To facilitate processing of your investment, please use the transaction stub attached to your Plan statement. Mail your investment and transaction stub to the address specified on the stub. A \$35 fee will be assessed for a check that is returned for insufficient funds. Please see "8. What are the fees associated with participation?" above for all other applicable Plan fees.

One-Time and Automatic Monthly Withdrawals. If you already own common shares and are enrolled in the Plan and want to make additional monthly purchases, you can also authorize automatic monthly deductions from your bank account by completing the appropriate section in the enclosed enrollment form, or by enrolling online after you access your account through the Plan Administrator's website at [www.cpushareownerservices.com](http://www.cpushareownerservices.com). This feature enables you to make ongoing investments in an amount that is comfortable for you, without having to write a check. You can also make a one-time individual automatic deduction from your bank account through the Plan Administrator's website. The amounts you have authorized will be withdrawn from your bank account on the 25th day of each month, or the next succeeding business day if the 25th day falls on a weekend or holiday. You will be responsible for all processing fees and any other costs your bank may charge in connection with deductions from your bank account. Please see "8. What are the fees associated with participation?" above for all applicable Plan fees.

Please see "21. How do I discontinue participation in the Plan?" for information on discontinuing participation in the Plan.

10. What are my reinvestment options?

If you elect "Full Dividend Reinvestment," you direct the Plan Administrator to apply toward the purchase of additional common shares all your cash dividends on all the common shares then or subsequently registered in your name, together with any optional monthly cash investments. Under this option, the Plan operates so as to reinvest dividends on a cumulative basis until you instruct otherwise, you withdraw from the Plan or the Plan is terminated.

If you elect "Partial Dividend Reinvestment," you direct the Plan Administrator to apply toward the purchase of additional common shares all your cash dividends only on the number of common shares registered in your name that you specify. The dividends paid on your remaining shares will be reinvested.

If you elect for "Optional Cash Investments Only," you will continue to receive cash dividends on all of your common shares registered in your name in the usual manner, but the Plan Administrator will apply any optional monthly cash investment received to the purchase of additional common shares under the

Plan.

Also, you can further direct the Plan Administrator to:

Reinvest automatically any dividends on common shares subsequently acquired that are registered in your name and held in your Plan account.

Automatically deposit into your Plan account any subsequent stock dividends and/or stock splits on all common shares participating in the Plan.



You may change your investment options by contacting the Plan Administrator. Please see "4. How do I contact the Plan Administrator?" for contact details.

A shareholder whose common shares are registered in the name of a broker, bank or other nominee must make arrangements to have the broker, bank or other nominee participate on their behalf or register in the shareholder's name the number of common shares he or she wants to participate in the Plan or have the common shares electronically transferred into your own name through the Direct Registration System. Please see "6. My shares are held in "street name." How do I enroll in the Plan if I am an existing shareholder and my common shares are registered in the name of my broker, bank or other nominee?" for more information.

#### 11. Request for Waiver for Optional Monthly Cash Investments and Initial Investments in Excess of \$10,000

##### General

If you want to make optional monthly cash investments in excess of \$10,000 in any month or an initial investment in excess of \$10,000, you must receive our written approval. To obtain our written approval, you must submit a request for waiver form. You can obtain a request for waiver form by contacting the Plan Administrator's Waiver Department at 1-201-680-5300 and upon completion, please send it to the Plan Administrator's Waiver Department via facsimile at 1-201-680-4638. We have the sole discretion to approve or refuse any request to make an optional monthly cash investment or initial investment in excess of the maximum amount and to set the terms of any such optional monthly cash investment or initial investment.

If we approve your request for waiver, the Plan Administrator will notify you promptly. In deciding whether to approve a request for waiver, we will consider relevant factors, including, but not limited to, the following:

- whether the Plan is then acquiring newly issued common shares directly from us or acquiring common shares in the open market or in privately negotiated transactions from third parties;

- our need for additional funds;

- the attractiveness of obtaining additional funds through the sale of common shares as compared to other sources of funds;

- the purchase price likely to apply to any sale of common shares;

- the shareholder submitting the request;

- the extent and nature of the shareholder's prior participation in the Plan;

- the number of common shares held of record by the shareholder; and

- the aggregate number of optional monthly cash investments and initial investments in excess of \$10,000 for which requests for waiver have been submitted by all existing shareholders and new investors.

If requests for waiver are submitted for an aggregate amount in excess of the amount we are then willing to accept, we may honor such requests in order of receipt, pro rata or by any other method that we determine to be appropriate. We may determine, in our discretion, the maximum amount that an existing shareholder or new investor may invest

pursuant to the Plan or the maximum number of common shares that may be purchased pursuant to a request for waiver.

### Purchases and Pricing of Common Shares Purchased Pursuant to a Request for Waiver

If a request for waiver is approved, the price of common shares purchased pursuant to the request for waiver will be determined using a pricing period of not less than one (1) but not more than ten (10) trading days commencing on a date set by us as the first day of the pricing period. Optional monthly cash investments or initial investment made pursuant to a request for waiver will be used to purchase common shares as soon as practicable on or after the business day following the last day of the pricing period. This date is referred to as the "Waiver Investment Date." The Plan Administrator will apply all good funds received on or before the first business day before the pricing period to purchase the common shares on the Waiver Investment Date. Funds received after the pricing period begins will be returned to you. For more information, see "13. When does the Plan Administrator purchase common shares?"

For purposes of determining the price per common share on the Waiver Investment Date, the price will be equal to the average of the high and low sales prices of our common shares, computed up to four decimal places, if necessary, as quoted on the New York Stock Exchange, for the applicable trading days immediately preceding the Waiver Investment Date. The purchase price on any Waiver Investment Date may be reduced by the waiver discount, if any.

For any pricing period, we may establish a minimum purchase price per common share, referred to as the threshold price, applicable to optional monthly cash investments and initial investments made pursuant to a request for waiver. At least three (3) business days prior to the first day of the applicable pricing period, we will decide whether to establish a threshold price, and if so, its amount. We will notify the Plan Administrator as to the amount of the threshold price, if any. We will make this determination at our discretion after a review of current market conditions, the level of participation in the Plan and our need for additional funds.

If a threshold price is established for any pricing period, it will be fixed as a dollar amount that the average of the high and low sales prices of our common shares as quoted by the New York Stock Exchange for each trading day during the applicable pricing period must equal or exceed (not adjusted for a waiver discount, if any). In the event that the threshold price is not satisfied for a trading day in the pricing period, then that trading day will be excluded from the pricing period and all trading prices for that trading day will be excluded from the determination of the purchase price. In addition, we will exclude from the pricing period and from the determination of the purchase price any trading day in which no trades of common shares are made on the New York Stock Exchange. Thus, for example, for a five-day pricing period, if the threshold price is not satisfied or no trades of our common shares are reported for one of the five trading days in the pricing period, then the purchase price will be based on the remaining four trading days in which the threshold price is satisfied.

In addition, a portion of each optional monthly cash investment or initial investment made pursuant to a request for waiver will be returned for each trading day of a pricing period in which the threshold price is not satisfied or for each trading day in which no trades of our common shares are reported on the New York Stock Exchange. The amount returned will be equal to a pro rata portion of the amount of the optional monthly cash investment or initial investment (not just the amount in excess of \$10,000) for each trading day that the threshold price is not satisfied or in which no trades of our common shares are reported. For example, for a five-day pricing period, if the threshold price is not satisfied or no trades of our common shares are reported for one of the five trading days in the pricing period, then 1/5 (or 20%) of the optional monthly cash investment or initial investment will be returned without interest.

The establishment of the threshold price and the possible return of a portion of an optional monthly cash investment or initial investment applies only to optional monthly cash investments and initial investments made pursuant to a request for waiver. Setting a threshold price for a pricing period will not affect the setting of a threshold price for a subsequent pricing period. We may waive our right to set a threshold price for any pricing period. Neither we nor the Plan Administrator is required to provide you with any written notice as to the threshold price for any pricing period. You may contact the Plan Administrator's Waiver Department at 1-201-680-5300 to find out if a threshold

price has been fixed or waived for any given pricing period.

For each pricing period, we may establish a discount from the market price applicable to optional monthly cash investments and initial investments made pursuant to a request for waiver. This waiver discount, if any, will range from 0% to 5% of the purchase price and may vary for each pricing period. The waiver discount, if any, will be established at our sole discretion after a review of current market conditions, the level of participation in the Plan, the attractiveness of obtaining additional funds through the sale of our common shares as compared to other sources of funds and our need for additional funds. You may obtain information regarding the maximum waiver discount, if any, by contacting the Plan Administrator's Waiver Department at 1-201-680-5300. Setting a waiver discount for a particular pricing period will not affect the setting of a waiver discount for any subsequent pricing period. The waiver discount will apply to the entire optional monthly cash investment or initial investment made pursuant to a waiver and not just the portion in excess of \$10,000. The discount, if any, will not apply to reinvested dividends, or initial investments or optional monthly cash investments that are not made pursuant to a request for waiver.

We will only establish a threshold price or waiver discount for common shares that are purchased directly from us.

12. When are dividends paid?

Our policy is to declare quarterly dividends to shareholders. We may, at our discretion, change our policy if necessary or advisable under applicable securities laws our sale to the Plan Administrator of common shares to be purchased with reinvested dividends. Only shareholders who own our common shares as of the record date for any declared dividend will be entitled to receive the dividend payment. Record dates for the payment of dividends will normally precede the payment dates by approximately ten (10) to twenty (20) business days.

In the unlikely event that, due to unusual market conditions, the Plan Administrator is unable to invest the dividends within 30 days, the Plan Administrator will remit the dividends to you by check.

The payment of dividends on our common shares is at the discretion of our board of directors. There is no guarantee that we will pay dividends in the future. Please see the documents incorporated into this prospectus for a more detailed discussion of our dividend policy and the risks relating to dividends.

13. When does the Plan Administrator purchase common shares?

Initial and Additional Cash Investments. Upon receipt of funds in an amount equal to or less than \$10,000, the Plan Administrator will invest initial and additional cash investments once every month on the 30th day of the month, or the next succeeding business day if the 30th day falls on a weekend or holiday. For months when a dividend is payable, the investment date of the dividend will be the dividend payment date for the quarter. Common shares will be posted to your account in whole and fractional shares immediately upon settlement, usually within three business days. You will receive a confirmation of your transaction by paper statement at the postal address you give us when you enroll in the Plan. In the unlikely event that, due to unusual market conditions, the Plan Administrator is unable to invest the non-waiver optional cash funds within 30 days, the Plan Administrator will return the funds to you by check. No interest will be paid on funds held by the Plan Administrator pending investment. Please see "9. What are my options for additional cash investments once I am enrolled in the Plan?" for information on automatic monthly withdrawal.

Optional cash investments must be sent so that the Plan Administrator receives the payment at least one (1) business day prior to the investment date. Funds received after the investment date will be held for investment on the next investment date.

Optional monthly cash investments received by the Plan Administrator will be returned to you upon your written request if such request is received by the Plan Administrator no later than two (2) business days prior to the first day of the Pricing Period. Please see "15. At what price will the Plan Administrator purchase the common shares?" for information on the Pricing Period.

Dividend Reinvestment. If you enroll prior to the record date for a dividend payment, your election to reinvest dividends will begin with that dividend payment. If you enroll on or after any such record date, reinvestment of dividends will begin on the dividend payment date following the next record date if you are still a shareholder of record. Record dates for payment of dividends will normally precede payment dates by ten (10) to twenty (20) business days.

Common shares are purchased and sold for the Plan on specified dates or during specified periods. As a result, you do not have any control over the price at which common shares are purchased or sold for your account, and you may pay a higher purchase price or receive a lower sales price than if you had purchased or sold the common shares outside of the Plan. You bear the risk of fluctuations in the price of our common shares. No interest is paid on funds held by the Plan Administrator pending their investment. All optional monthly cash investments, including the initial cash investment, are subject to collection by the Plan Administrator of the full face value in U.S. funds.

14. How does the Plan Administrator purchase the common shares?

We may, in our sole discretion, instruct the Plan Administrator to purchase all or a portion of the common shares in connection with the distribution of common shares purchased pursuant to reinvestment of dividends or any initial or optional monthly cash investment directly from us at the "Current Market Price" (as defined below under "15. At what price will the Plan Administrator purchase the common shares?").

If we do not instruct the Plan Administrator to purchase common shares directly from us, the Plan Administrator may purchase common shares in the open market or in negotiated transactions, and may be subject to such terms with respect to price, delivery and other terms as agreed to by the Plan Administrator. In connection with purchases in the open market or in negotiated transactions, neither we nor any Plan participant shall have any authorization or power to direct the time or price at which common shares may be so purchased, or the selection of the broker or dealer through or from whom purchases are to be made.

Common shares will be allocated and credited to participants' accounts as follows: (1) common shares purchased from us will be allocated and credited on the appropriate investment date; and (2) common shares purchased in market transactions will be allocated and credited as of the date on which the Plan Administrator completes the purchases of the aggregate number of common shares to be purchased. Depending on our election, participants may be credited with common shares purchased from us, common shares purchased in market transactions or a combination of both.

The method used by the Plan Administrator will impact the price at which your common shares are purchased (see "15. At what price will the Plan Administrator purchase the common shares?").

The amount of common shares to be purchased for your account depends on the amount of your dividend and/or initial or optional monthly cash investment and the purchase price of the common shares. Your account will be credited with that number of common shares, including fractions computed to four decimal places, equal to the amount you invest divided by the purchase price per common share. You will be credited for dividends on fractions of shares.

15. At what price will the Plan Administrator purchase the common shares?

If we direct the Plan Administrator to purchase common shares directly from us, the "Current Market Price" is defined as the average of the mean of the daily high and low sales prices of the common shares as reported on the New York Stock Exchange for the three (3) trading days immediately preceding the investment date, or, if no trading occurs in the common shares on one or more of such trading days, for the three (3) trading days immediately preceding the investment date during which the common shares were traded in the New York Stock Exchange, or the Pricing Period. If the Plan Administrator purchases common shares in market transactions, the "Current Market Price" is defined as the weighted average of the actual price paid for common shares purchased by the Plan Administrator.

The purchase price of common shares purchased with reinvested dividends will be the Current Market Price (as described above) less the dividend reinvestment discount, if any, then in effect. The purchase price of common shares purchased with initial or optional cash investments (excluding investments in excess of \$10,000 pursuant to a waiver)

will be the Current Market Price (as described above) less the optional or initial cash payment discount, if any, then in effect.

We, in our sole discretion, may change or eliminate the dividend reinvestment discount or the optional or initial cash investment discount, if any, upon sending Plan participants not less than thirty (30) days' prior written notice of such change or elimination. As of the date of this prospectus, there is no optional or initial cash payment discount.

If you request a waiver and we approve it, your initial investment may exceed \$10,000. For a description of the purchase price of common shares pursuant to an approved waiver, see "Purchases and Pricing of Common Shares Purchased Pursuant to a Request for Waiver" under "11. Request for Waiver for Optional Monthly Cash Investments and Initial Investments in Excess of \$10,000."

16. May I enroll, view my account information, and execute transactions online?

You may access your account on the Plan Administrator's website at [www.cpushareownerservices.com](http://www.cpushareownerservices.com), which is available 24 hours a day, 7 days a week. This service provides shareholders of record with the ability to:

- enroll in the Plan;
- make initial or optional cash investments;
- request sale of common shares;
- obtain stock power forms;
- view account status and account transactions;
- perform address changes;
- request share certificates;
- request duplicate statements;
- view-print-request form 1099; and
- view certificate, book-entry and dividend payment history.

Technical assistance and help if you have forgotten your password are available Monday through Friday, between 9:00 a.m. and 7:00 p.m., Eastern Standard Time, at 1-800-635-5835.

17. What kind of reports will I receive as a participant in the Plan?

Unless you participate in the Plan through a broker, bank or nominee, the Plan Administrator will send a transaction notice confirming the details of any initial and optional cash investment you make within three (3) business days. When you participate in the dividend reinvestment feature, you will receive a quarterly statement of your account. If you do not reinvest dividends and have no additional purchase or sale transactions, you will receive an annual statement detailing the status of your holdings of common shares in your Plan account.

The Plan Administrator will send a statement following any sale activity in your account. In this statement you will receive a check and a statement with information regarding the trade such as sale price, shares sold, net dollars and taxes, if any.

You should keep these statements as they contain important information regarding the tax basis for common shares purchased pursuant to the Plan and the gain for common shares sold.



You can request copies of statements by contacting the Plan Administrator via an online request or by telephone. In addition, you will receive copies of other communications sent to holders of common shares, including our annual and other reports to our shareholders, the notice of annual meeting and proxy statement in connection with our annual meeting of shareholders and Internal Revenue Service information for reporting dividends paid.

You can also access your Plan account statement through Shareowner Services' on-line program, MLinksm. Convenient and easy on-line access to your shareholder communications is only a click away. Besides your Plan account statements, you may access your 1099 tax documents, notification of ACH transmissions, transaction advices, annual meeting materials and selected correspondence on-line.

Enrollment is simple and quick. Logon to [www.cpushareownerservices.com](http://www.cpushareownerservices.com) to enjoy the many benefits MLinksm offers, including:

Faster delivery of important documents

Electronic notification of account activity via email

Secure access to your mailbox 24 hours a day, 7 days a week

Convenience of managing your documents - view, print, download

18. Will I receive share certificates for my Plan shares?

Each purchase of common shares through the Plan is credited to your Plan account. Your account statement will show the number of common shares, including any fractional share, credited to your account. You will not receive a certificate for your Plan shares unless you request one. You can request a certificate for some or all of your whole shares from the Plan Administrator at any time. Certificates for fractional shares are never issued.

Your account under the Plan will be maintained in the name or names in which your certificates were registered at the time you entered the Plan. Consequently, certificates for whole shares will be similarly registered when issued.

19. Can I deposit share certificates for safekeeping?

You can at any time, including when you first enroll, deposit share certificates registered in your name with the Plan Administrator for safekeeping, at no cost to you.

Safekeeping protects your share certificates against loss, theft or accidental destruction and also provides a convenient way for you to keep track of your common shares. Only share certificates held in safekeeping may be sold through the Plan.

If you own common shares in certificate form, you may deposit your certificates for those shares free of charge with the Plan Administrator. The Plan Administrator will provide mail loss insurance coverage for certificates with a value not exceeding \$100,000 in any one shipping package that you mail to its address at 500 Ross Street, Room 0675, Pittsburgh, PA 15252 by USPS registered mail or by any traceable delivery service.

Note: Mail loss insurance covers only the replacement of share certificates and in no way protects any loss resulting from fluctuations in the value the common shares represented by such certificate.

20. How do I sell my Plan shares?

You can sell some or all of your Plan shares by submitting the appropriate information on the transaction stub of your Plan statement, by submitting a written request to the Plan Administrator, or by phone. Please see "4. How do I contact the Plan Administrator?" for contact details. You can also sell the Plan shares on-line (see "16. May I enroll, view my account information, and execute transactions online?").



All sales transactions under the Plan are made through a broker selected by the Plan Administrator that will receive brokerage commissions in connection with such sales. Shares are sold on the exchange on which the common shares of the NAT trade. The selling price may not be known until the sale is complete.

Plan participants may instruct the Plan Administrator to sell shares under the Plan in one of the following ways:

**Batch Order:** In a Batch Order, the Plan Administrator will combine the shares being sold through the Plan by all Plan participants. Shares are then periodically submitted in bulk to a broker selected by the Plan Administrator for sale on the open market. Shares will usually be sold within one business day after the Plan Administrator receives a participant's request, but no later than five business days (except where deferral is necessary under state or federal regulations). Depending on the number of shares being sold and current trading volume in the shares, bulk sales may be executed in multiple transactions and over more than one day. Once entered, a Batch Order request cannot be cancelled. Sales proceeds in a Batch Order transaction equal the market price that the broker receives for the shares (or, if more than one trade is necessary to sell all of the Plan shares submitted to the broker on that day, the weighted average price for all such shares sold on the applicable trade date or dates), less a handling fee of \$15.00, trading fees (\$0.12 per share sold as of the date of this Prospectus) and applicable stock transfer taxes. Requests for Batch Orders may be placed online at [www.cpushareownerservices.com](http://www.cpushareownerservices.com), by telephone, through a Customer Service Representative (CSR) or in writing by completing and signing the tear-off portion of the account statement and mailing the instructions to the Plan Administrator.

**Market Order:** A Market Order is a request to sell shares at the prevailing market price when the trade is executed. If such an order is placed during market hours, the Plan Administrator will promptly submit the shares to a broker selected by the Plan Administrator for sale on the open market (such orders cannot be cancelled). If such an order is placed outside of market hours, the Plan Administrator will submit the shares to the selected broker on the next trading day (any requests to cancel such an order will be honored on a best efforts basis).

Sales proceeds in Market Orders equal the market price that the broker receives for the shares, less a handling fee of \$25.00, trading fees (\$0.12 per share sold as of the date of this Prospectus) and applicable stock transfer taxes. Requests for such transactions may only be placed online at [www.cpushareownerservices.com](http://www.cpushareownerservices.com), by telephone or through a CSR. Any sale request received in writing will be processed as a Batch Order request.

A check for the proceeds of the sale of shares (in U.S. dollars), less applicable taxes and fees, will generally be mailed to Plan participants by first class mail within four business days after the final trade settlement date. If a Plan participant sells shares through a Market Order, the participant may choose to receive sales proceeds in a foreign currency or by wire or direct deposit. These services are subject to additional fees and additional terms and conditions, which the participant must agree to when submitting the transaction.

All sales are subject to market conditions, system availability and other factors. The actual sale date or price received for any shares sold through the Plan may not be guaranteed.

Alternatively, you may choose to sell your Plan shares through a stockbroker of your choice, in which case you would have to request that the Plan Administrator electronically transfer your Plan shares to your stockbroker. You may also request a certificate for your common shares from the Plan Administrator for delivery to your stockbroker prior to settlement of such sale. See "21. How do I discontinue participation in the Plan?" for instructions on how to obtain a certificate.

The price of common shares fluctuates on a daily basis. The price may rise or fall after you submit your request to sell and prior to the ultimate sale of your common shares. The price risk will be borne solely by you. You cannot revoke your request to the Plan Administrator to sell any Plan shares once it is made.



21. How do I discontinue participation in the Plan?

You may discontinue the reinvestment of your dividends by giving notice to the Plan Administrator by telephone, in writing or by changing your dividend election on our website at [www.cpushareownerservices.com](http://www.cpushareownerservices.com). Please see "4. How do I contact the Plan Administrator?" and "16. May I enroll, view my account information, and execute transactions online?" for contact details. If you discontinue your participation in the Plan, the Plan Administrator will continue to hold your common shares unless you request a certificate for any full shares and a check for any fractional share. In the alternative, you may request that all or part of the common shares credited to your account in the Plan be sold at any time. Please see "20. How do I sell my Plan shares?" for more information.

If your request to discontinue participation in the Plan is received by the Plan Administrator on or after a dividend record date but before the payment date (record dates normally precede the payment dates by ten (10) to twenty (20) business days), the Plan Administrator, in its sole discretion may either pay such dividend in cash or reinvest it in common shares for your account. The request to discontinue participation in the Plan will then be processed as promptly as possible following such dividend payment date. Any cash payments which you may have sent to the Plan Administrator prior to the request to discontinue participation in the Plan will also be invested on the next investment date unless you expressly request return of that payment in your request to discontinue participation in the Plan and your request to discontinue participation in the Plan is received by the Plan Administrator at least two (2) business days prior to the investment date. All dividends subsequent to such dividend payment date will be paid in cash to you unless and until you re-enroll in the Plan, which you may do at any time.

If you have discontinued participation in the Plan, you can re-enroll in the Plan on-line or by submitting a new enrollment form and complying with all other enrollment procedures. To minimize unnecessary Plan administrative costs and to encourage use of the Plan as a long-term investment vehicle, we reserve the right to deny participation in the Plan to previous participants who we or the Plan Administrator believe have been excessive in their enrollment and discontinuation.

22. What happens if I sell or transfer all the common shares registered in my name and held by me?

If you dispose of all the common shares registered in your name, including the common shares participating in the Plan, but do not give notice to the Plan Administrator, the Plan Administrator will continue to reinvest the cash dividends on any common shares held in your account under the Plan until the Plan Administrator is otherwise notified.

23. What happens if we declare a dividend payable in common shares or declare a stock split?

Any shares we distribute as a dividend on common shares (including fractional shares) credited to your account under the Plan, or upon any split of such shares, will be credited to your account. Share dividends or splits distributed on all other shares held by you and registered in your own name will be mailed directly to you. In a rights offering, your entitlement will be based upon your total holdings, including those credited to your account under the Plan. Rights applicable to shares credited to your account under the Plan will be sold by the Plan Administrator and the proceeds will be credited to your account under the Plan and applied to the purchase of shares on the next investment date.

If you want to exercise, transfer or sell any portion of the rights applicable to the common shares credited to your account under the Plan, you must request, at least two days prior to the record date for the issuance of any such rights, that a portion of the shares credited to your account be transferred from your account and registered in your name. Except in unusual circumstances, the record date will be approximately ten (10) to twenty (20) business days in advance of the applicable distribution date.

24. How will my common shares held by the Plan Administrator be voted at meetings of shareholders?

Common shares held by the Plan Administrator for you will be voted as you direct. A proxy card will be sent to you in connection with any annual or special meeting of shareholders, as in the case of shareholders not participating in the Plan. This card will cover all common shares registered in your own name not participating in the Plan as well as all full and fractional shares held by the Plan Administrator for your account or held by the Plan Administrator for safekeeping under the Plan.

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As in the case of nonparticipating shareholders, if on a properly signed and returned proxy card, no instructions are indicated by you, all of your common shares — those registered in your own name and those held by the Plan Administrator for your account under the Plan — will be voted in accordance with recommendations of our management, unless otherwise provided. If the proxy card is not returned, or if it is returned unsigned or improperly signed, none of the common shares covered by such proxy card (including those held by the Plan Administrator under the Plan) will be voted.

25. Limitation of Liability

The Plan provides that neither we nor the Plan Administrator, nor any agent will be liable in administering the Plan for any act done in good faith or any omission to act in good faith in connection with the Plan. This limitation includes, but is not limited to, any claims of liability relating to:

the failure to terminate your Plan account upon your death or adjudicated incompetence prior to receiving written notice of your death or adjudicated incompetence; or

the purchase or sale prices reflected in your Plan account or the dates of purchases or sales of common shares under the Plan; or

any loss or fluctuation in the market value of our common shares after the purchase or sale of common shares under the Plan.

The foregoing limitation of liability does not represent a waiver of any rights you may have under applicable securities laws.



## DESCRIPTION OF CAPITAL STOCK

Under our Memorandum of Association, as amended, our authorized capital consists of 90,000,000 shares having a par value of \$0.01 per share, of which 52,915,639 shares are issued and outstanding as of the date of this prospectus. All of our shares are in registered form. Our common shares are listed on the New York Stock Exchange under the symbol "NAT."

### Share History

In January 2012, the Company completed an underwritten follow-on offering of 5,500,000 common shares. The net proceeds from the offering were approximately \$75.4 million. In connection with that offering and pursuant to the Management Agreement, we issued an additional 112,245 restricted common shares to the Manager at a purchase price equal to such shares' par value of \$0.01 per share. Following the closing of the follow-on offering, we had a total of 52,915,639 common shares issued and outstanding.

In April 2011, the Company issued 400,000 common shares under the 2011 Equity Incentive Plan which were allocated among 23 persons employed in the management of the Company, the Manager and the members of the Company's Board of Directors, or the Board.

In January 2010, the Company completed an underwritten follow-on offering of 4,600,000 common shares. The net proceeds from the offering were approximately \$136.5 million. In connection with that offering and pursuant to the Management Agreement, we issued an additional 93,878 restricted common shares to the Manager at a purchase price equal to such shares' par value of \$0.01 per share. Following the closing of the follow-on offering, we had a total of 46,898,782 common shares issued and outstanding.

On August 14, 2009, we announced that we cancelled all stock options reserved for issuance under our 2004 Stock Incentive Plan, including the 320,000 options previously granted to our directors, our Chairman and Chief Executive Officer, our employees and employees of our manager, Scandic American Shipping Ltd., or the Manager. The 2004 Stock Incentive Plan was established in November 2004.

The stock options were cancelled in exchange for a payment equal to the difference between the strike price of the options and the closing price of \$30.70 per share for our common shares on the New York Stock Exchange on August 13, 2009. The compensation of \$7.23 per option resulted in a cash outlay of \$2.3 million for the Company, which was covered by cash on hand. The cancellation of the options is resulted in a charge of approximately \$450,000 to our profit and loss account for the third quarter of 2009. Following the cancellation described above, there are no more stock options outstanding under the 2004 Stock Incentive Plan.

In May 2009, the Company completed a follow-on public offering of 4,225,000 common shares, resulting in aggregate net proceeds to the Company, before expenses relating to the offering, of approximately \$130.0 million, in order to fund further acquisitions under planning and for general corporate purposes. In connection with that offering and pursuant to the Management Agreement, we issued an additional 86,225 restricted common shares to the Manager at a purchase price equal to such shares' par value of \$0.01 per share. Following the closing of the follow-on offering, we had a total of 42,204,904 common shares issued and outstanding.

### Memorandum of Association and Bye-Laws

The following description of our capital stock summarizes the material terms of our Memorandum of Association and our amended and restated bye-laws, copies of which have been filed as identified in the exhibit index to this registration statement and are incorporated by reference herein.

Under our Memorandum of Association, as amended, our authorized capital consists of 90,000,000 common shares having a par value of \$0.01 per share.

The purposes and powers of the Company include the entering into of any guarantee, contract, indemnity or suretyship and to assure, support, secure, with or without the consideration or benefit, the performance of any obligations of any person or persons; and the borrowing and raising of money in any currency or currencies to secure or discharge any debt or obligation in any manner.

Our amended and restated bye-laws provide that our Board shall convene and the Company shall hold annual general meetings of shareholders in accordance with the requirements of the Companies Act 1981, or the Companies Act, at such times and places as the Board shall decide. However, under Bermuda law, a company may, by resolution in general meeting, elect to dispense with the holding of an annual general meeting for (a) the year in which it is made and any subsequent year or years; (b) for a specified number of years; or (c) indefinitely. Our Board may call special general meetings of shareholders at its discretion or as required by the Companies Act. Under the Companies Act, holders of one-tenth of our issued common shares may call special general meetings.

Under our amended and restated bye-laws, five days advance notice of an annual general meeting or any special general meeting must be given to each shareholder entitled to vote at that meeting unless, in the case of an annual general meeting, such meeting is agreed to by all of the shareholders entitled to vote thereat and, in the case of any other meeting, such meeting is agreed to by at least 75% of the shareholders entitled to vote thereat. Under Bermuda law, accidental failure to give notice will not invalidate proceedings at a meeting. Our Board may set a record date for the purpose of identifying the persons entitled to receive notice of and vote at a meeting of shareholders at any time before or after the date on which such notice is dispatched.

Our Board must consist of at least three and no more than 11 directors, or such number in excess thereof as the Board may from time to time determine by resolution. Our directors are not required to retire because of their age, and our directors are not required to be holders of our common shares. Directors serve for one-year terms, and shall serve until re-elected or until their successors are appointed at the next annual general meeting. Casual vacancies on our Board may be filled by a majority vote of the then-current directors, as long as a quorum remains in office.

Any director retiring at an annual general meeting will be eligible for reappointment and will retain office until the close of the meeting at which such director retires or (if earlier) until a resolution is passed at that meeting not to fill the vacancy or the resolution to re-appoint such director is put to a vote at the meeting and is lost. If a director's seat is not filled at the annual general meeting at which he or she retires, such director shall be deemed to have been reappointed unless it is resolved by the shareholders not to fill the vacancy or a resolution for the reappointment of the director is voted upon and lost. No person other than a director retiring shall be appointed a director at any general meeting unless (i) he or she is recommended by the Board or (ii) a notice executed by a shareholder (not being the person to be proposed) to propose such person for appointment has been received by our secretary no less than 120 days and no more than 150 days before the anniversary of the date of the release of the Company's proxy statement to shareholders in connection with the prior year's annual general meeting.

A director may at any time summon a meeting of the Board. The quorum necessary for the transaction of business at a meeting of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two directors. Questions arising at any meeting of the Board shall be determined by a majority of the votes cast.

Our amended and restated bye-laws do not prohibit a director from being a party to, or otherwise having an interest in, any transaction or arrangement with the Company or in which the Company is otherwise interested. Our amended and restated bye-laws provide that a director who has an interest in any transaction or arrangement with the Company and who has complied with the provisions of the Companies Act and with our amended and restated bye-laws with regard to disclosure of such interest shall be taken into account in ascertaining whether a quorum is present, and will be entitled to vote in respect of any transaction or arrangement in which he is so interested.

Our amended and restated bye-laws permit us to increase our authorized share capital with the approval of a majority of votes cast in respect of our outstanding common shares represented in person or by proxy.

There are no pre-emptive, redemption, conversion or sinking fund rights attached to our common shares. The holders of common shares are entitled to one vote per share on all matters submitted to a vote of holders of common shares.

Unless a different majority is required by law or by our amended and restated bye-laws, resolutions to be approved by holders of common shares require approval by a simple majority of votes cast at a meeting at which a quorum is present. Shareholders present in person or by proxy and entitled to vote at a meeting of shareholders representing the holders of at least one-third of the issued shares entitled to vote at such general meeting shall be a quorum for all purposes.

Under our amended and restated bye-laws, our Board is authorized to attach to our undesignated shares such preferred, qualified or other special rights, privileges, conditions and restrictions as the board of directors may determine. The board of directors may allot our undesignated shares in more than one series and attach particular rights and restrictions to any such shares by resolution; provided, however, that the board of directors may not attach any rights or restrictions to our undesignated shares that would alter or abrogate any of the special rights attached to any other class or series of shares without such sanction as is required for any such alternation or abrogation unless expressly authorized to do so by the rights attaching to or by the terms of the issue of such shares.

Subject to Bermuda law, special rights attaching to any class of our shares may be altered or abrogated with the consent in writing of not less than 75% of the issued shares of that class or with the sanction of a resolution of the holders of such shares voting in person or by proxy.

In the event of our liquidation, dissolution or winding up, the holders of common shares are entitled to share in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any outstanding preference shares.

Our amended and restated bye-laws provide that our Board may, from time to time, declare and pay dividends or distributions out of contributed surplus, which we refer to collectively as dividends. Each common share is entitled to dividends if and when dividends are declared by our Board, subject to any preferred dividend right of the holders of any preference shares.

There are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our common shares.

Bermuda law permits the bye-laws of a Bermuda company to contain a provision in its Bye-laws indemnifying the Company's directors and officers for any loss arising or liability attaching to him or her by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the officer or person may be guilty, save with respect to fraud or dishonesty. Bermuda law also grants companies the power generally to indemnify directors and officers of a company, except in instances of fraud and dishonesty, if any such person was or is a party or threatened to be made a party to a threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director and officer of such company or was serving in a similar capacity for another entity at such company's request.

Our amended and restated bye-laws provide that each director, alternate director, officer, person or member of a committee, if any, resident representative, and any liquidator, manager or trustee for the time being acting in relation to the affairs of the Company, and his heirs, executors or administrators, which we refer to collectively as an indemnitee, will be indemnified and held harmless out of our assets to the fullest extent permitted by Bermuda law against all liabilities, loss, damage or expense (including, but not limited to, liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable) incurred or suffered by him or by reason of any act done, conceived in or omitted in the conduct of the Company's business or in the discharge of his duties except in respect of fraud or dishonesty. In addition, each indemnitee shall be indemnified out of the assets of the Company against all liabilities incurred in defending any proceedings, whether civil or criminal, in which judgment is given in such indemnitee's favor, or in which he is acquitted.

Under our amended and restated bye-laws, we and our shareholders have agreed to waive any claim or right of action we or they may have at any time against any indemnitee on account of any action taken by such indemnitee or the failure of such indemnitee to take any action in the performance of his duties with or for the Company with the exception of any claims or rights of action arising out of fraud or actions to recover any gain, personal profit or advantage to which such indemnitee is not legally entitled.



Our Board may, at its discretion, purchase and maintain insurance for, among other persons, any indemnitee or any persons who are or were at the time directors, officers or employees of the Company, or of any other company in which the Company has a direct or indirect interest that is allied or associated with the Company, or of any subsidiary undertaking of the Company or such other company, against liability incurred by such persons in respect of any act or omission (save in respect of fraud or dishonesty) in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company, subsidiary undertaking or any such other company.

Our Memorandum of Association may be amended with the approval of a majority of votes cast in respect of our outstanding common shares represented in person or by proxy and our amended and restated bye-laws may be amended by approval by not less than 75% of the votes cast in respect of our issued and outstanding common shares represented in person or by proxy.

#### Dividend Reinvestment and Direct Stock Purchase Plan

This prospectus is part of a registration statement which is being filed to register 1,664,450 shares for issuance under the Plan. See "Description of the Plan."

#### Stockholders Rights Plan

On February 13, 2007, the Board adopted a stockholders rights agreement and declared a dividend of one preferred share purchase right to purchase one one-thousandth of a share of our Series A Participating Preferred Stock for each outstanding share of our common stock, par value \$0.01 per share. The dividend was payable on February 27, 2007 to stockholders of record on that date. Each right entitles the registered holder to purchase from us one one-thousandth of a share of Series A Participating Preferred Stock at an exercise price of \$115, subject to adjustment. We can redeem the rights at any time prior to a public announcement that a person has acquired ownership of 15% or more of the Company's common stock.

This stockholders rights plan was designed to enable us to protect stockholder interests in the event that an unsolicited attempt is made for a business combination with, or a takeover of, the Company. We believe that the stockholders rights plan should enhance our Board's negotiating power on behalf of stockholders in the event of a coercive offer or proposal. We are not currently aware of any such offers or proposals.

## UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a discussion of the material United States federal income tax considerations relevant to a U.S. Participant, as defined below, with respect to participation in the Plan. You should also carefully review the discussion of the United States federal and other tax considerations under the heading "Item 10. Additional Information—Taxation" in our Annual Report on Form 20-F for the year ended December 31, 2011, filed with the Commission on April 17, 2012.

This discussion does not purport to deal with the tax consequences of participation in the Plan to all categories of investors, some of which may be subject to special rules. You are encouraged to consult your own tax advisors concerning the overall tax consequences arising in your own particular situation under United States federal, state, local or foreign law of the ownership of stock.

The following discussion of United States federal income tax matters is based on the United States Internal Revenue Code of 1986, as amended, or the Code, judicial decisions, administrative pronouncements, and existing and proposed regulations issued by the United States Department of the Treasury, all of which are subject to change, possibly with retroactive effect. We have not received nor do we intend to seek a private letter ruling from the Internal Revenue Service (the "Service") regarding the Plan.

A "U.S. Participant" means a participant in the Plan that is a United States citizen or resident, United States corporation or other United States entity taxable as a corporation, an estate the income of which is subject to United States federal income taxation regardless of its source, or a trust if a court within the United States is able to exercise primary jurisdiction over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust.

If a partnership is a participant in the Plan, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. If you are a partner in a partnership participating in the Plan, you are encouraged to consult your tax advisor.

### Tax Consequences Of Dividend Reinvestment

In the case of newly-issued shares acquired from us, a U.S. Participant will be treated as receiving a dividend for United States federal income tax purposes in an amount equal to the fair market value as of the dividend payment date of the shares purchased with the reinvested dividends. In the case of shares acquired in market transactions, a U.S. Participant will be treated as receiving a dividend for United States federal income tax purposes in an amount equal to sum of (x) the cash dividend paid by us and (y) the pro rata share of any brokerage trading fees or other related charges paid by us in connection with the Plan Administrator's purchase of the shares on behalf of the U.S. Participant. Those dividend amounts will be the U.S. Participant's tax basis in the shares purchased. A U.S. Participant's holding period of those shares will begin on the day following the date of purchase.

The dividends described above will constitute taxable dividend income to the U.S. Participant to the extent of our current and accumulated earnings and profits. Such dividends may be eligible for taxation at reduced rates (through 2012) in the hands of a non-corporate U.S. Participant, provided that holding period and certain other requirements are satisfied. Legislation has been introduced in the United States Congress that would prevent our dividends from qualifying for such preferential tax rates prospectively from the date of enactment. Distributions in excess of our earnings and profits will be treated first as a nontaxable return of capital to the extent of the U.S. Participant's tax basis in his shares on a dollar-for-dollar basis and thereafter as capital gain.





### Tax Consequences Of Optional & Initial Cash Investments

With respect to newly issued shares, a U.S. Participant who elects to invest in additional shares by making optional cash investments will be treated for United States federal income tax purposes as having received a dividend equal to the excess (if any) of (i) the fair market value on the investment date of the shares purchased, over (ii) the optional cash investments made. A U.S. Participant will not be deemed to have received a dividend with respect to shares acquired by purchases in market transactions, except to the extent of brokerage fees and charges paid to the Plan Administrator by us. A U.S. Participant's tax basis in the shares purchased will be equal to the cost paid by the participant in acquiring the shares, plus the amount (if any) treated as a dividend for federal income tax purposes. The U.S. Participant's holding period for those shares will begin on the day following the date of purchase.

Any distributions which the U.S. Participant is treated as receiving would be taxable income or gain or reduce the tax basis in shares, or some combination of these treatments, under the rules described above under "Tax Consequences of Dividend Reinvestment."

Shares, or any fraction of shares, purchased pursuant to an initial cash investment will have a tax basis equal to the amount of the payments. The holding period for the shares, or fraction of shares, begins on the day following the purchase date.

### Tax Consequences Of Dispositions

A U.S. Participant generally will recognize taxable gain or loss upon a sale, exchange or other disposition of the shares whether the sale or exchange is made at the U.S. Participant's request upon withdrawal from the Plan or takes place after withdrawal from or termination of the Plan and, in the case of a fractional share, when the participant receives a cash payment for a fraction of a share credited to his or her account. The amount of gain or loss will equal the difference between the amount realized by the U.S. Participant from such sale, exchange or other disposition and the U.S. Participant's tax basis in the shares. Such gain or loss will be treated as long-term capital gain or loss if the U.S. Participant's holding period in the shares is greater than one year at the time of the sale, exchange or other disposition. A U.S. Participant's ability to deduct capital losses is subject to certain limitations.

A U.S. Participant will not realize any taxable income when he receives certificates for whole shares credited to his account, either upon his request for such certificates or upon withdrawal from or termination of the Plan.

### Backup Withholding and Information Reporting

In general, dividend payments and other taxable distributions made within the United States to a U.S. Participant will be subject to information reporting requirements. Such payments will also be subject to backup withholding tax when paid to a non-corporate U.S. Participant who:

fails to provide an accurate taxpayer identification number;

is notified by the Service that he has failed to report all interest or dividends required to be shown on his federal income tax returns; or

in certain circumstances, fails to comply with applicable certification requirements.

If a dividend is subject to backup withholding tax, such tax will be withheld from the dividend before the dividend is reinvested under the Plan. Backup withholding tax is not an additional tax. Rather, a U.S. Participant generally may obtain a refund of any amounts withheld under backup withholding tax rules that exceed his United States federal

income tax liability by filing a refund claim with the Service.

## EXPENSES

The following are the estimated expenses of the issuance and distribution of the securities being registered under the registration statement of which this prospectus forms a part, all of which will be paid by us.

SEC registration fee	\$	2,211
Legal fees and expenses	\$	50,000
Accounting fees and expenses	\$	10,000
Miscellaneous	\$	5,000
Total	\$	67,211

## LEGAL MATTERS

The validity of the securities offered by this prospectus will be passed upon for us by Appleby (Bermuda) Limited with respect to matters of Bermuda law and by Seward & Kissel LLP, New York, New York, with respect to matters of U.S. tax law.

## EXPERTS

The financial statements incorporated in this prospectus by reference from the Company's annual report on Form 20-F for the year ended December 31, 2011, filed with the Commission on April 17, 2012, have been audited by Deloitte AS, an independent registered public accounting firm, as stated in their report, and have been so incorporated in reliance upon the report of such firm given their authority as experts in accounting and auditing.

## WHERE YOU CAN FIND ADDITIONAL INFORMATION

As required by the Securities Act, we filed a registration statement relating to the securities offered by this prospectus with the Commission. This prospectus is a part of that registration statement, which includes additional information.

### Government Filings

We file annual and special reports with the Commission. You may read and copy any document that we file at the public reference room maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling 1 (800) SEC-0330. The Commission maintains a website (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission.

This prospectus and any prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or us, as indicated below. Forms of the indenture and other documents establishing the terms of the offered securities are filed as exhibits to the registration statement. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. You may inspect a copy of the registration statement at the SEC's Public Reference Room in Washington, D.C., as well as through the SEC's website.

### Information Incorporated by Reference

The Commission allows us to "incorporate by reference" information that we file with it. This means that we can disclose important information to you by referring you to those filed documents. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the Commission prior to the termination of this offering will also be considered to be part of this prospectus and will automatically update and supersede previously filed information, including information contained in this document.

We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act:

- Annual Report on Form 20-F for the year ended December 31, 2011, filed with the SEC on April 17, 2012, which contains audited consolidated financial statements for the most recent fiscal year for which those statements have been filed.
- Report on Form 6-K filed with the SEC on May 22, 2012.
- The description of our shares of common stock set forth in our Registration Statement on Form 8-A, filed with the Commission on November 12, 2004, as amended.
- The description of our shares of preferred share purchase rights set forth in our Registration Statement on Form 8-A, filed with the Commission on February 14, 2007, as amended.

We are also incorporating by reference all subsequent annual reports on Form 20-F that we file with the Commission and certain reports on Form 6-K that we furnish to the Commission 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 prospectus supplement.

You should rely only on the information contained or incorporated by reference in this prospectus and subsequent filings. We have not, and any underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. 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 Commission 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.

You may request a free copy of the above mentioned filings or any subsequent filing we incorporated by reference to this prospectus by writing or us at the following address:

Nordic American Tankers Limited  
Attn: The Secretary  
LOM Building  
27 Reid Street