
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 6-K
Report of Foreign Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934
For the month of March 2010

Commission File Number 001-32640

DHT HOLDINGS, INC.

(Translation of Registrant's name into English)

26 New Street
St. Helier, Jersey JE23RA
Channel Islands
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.
Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):
Yes No

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):
Yes No

On March 1, 2010, DHT Holdings, Inc., a Marshall Islands corporation (“New DHT”), became the successor to DHT Maritime, Inc., a Marshall Islands corporation (“Old DHT”). This Report on Form 6-K is being filed for the purpose of establishing New DHT as the successor issuer pursuant to Rule 12g-3(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and to timely disclose events required to be disclosed on Form 6-K.

On March 1, 2010, Old DHT effected a series of transactions (collectively, the “Holdings Dividend”) that resulted in New DHT becoming the publicly held parent company of Old DHT. In connection with the Holdings Dividend, each shareholder of Old DHT common stock on March 1, 2010 received one share of New DHT common stock for each share of Old DHT common stock held by such shareholder on such date. Following the Holdings Dividend, shares of Old DHT common stock no longer trade on The New York Stock Exchange (the “NYSE”). Instead, shares of common stock of New DHT now trade on the NYSE under the ticker symbol “DHT”, which is the same ticker symbol of Old DHT. While the shares of common stock of Old DHT temporarily remain outstanding, these shares are uncertificated and do not trade on the NYSE, have very little value and will likely be retired in the near future. The economic value and voting power of shares of Old DHT common stock have been transferred, on a one-for-one basis, to shares of New DHT common stock.

The Holdings Dividend was effected through a series of transactions. First, the board of directors of Old DHT designated a new series of preferred stock, Series A Junior Participating Preferred Stock, and declared a pro rata dividend of the shares of such preferred stock to the holders of Old DHT common stock as of March 1, 2010. In connection with such dividend, the shares of preferred stock were deposited in a trust for the benefit of the holders of Old DHT common stock. By virtue of its dividend, voting and other rights, this preferred stock of Old DHT reflects nearly all of the voting and economic value of Old DHT. The Certificate of Designations of the Series A Junior Participating Preferred Stock is filed as Exhibit 4.1 hereto and is incorporated by reference herein. Second, the trust contributed the shares of the preferred stock to New DHT in exchange for a number of shares of New DHT common stock equal to the number of shares of Old DHT common stock outstanding immediately prior to the Holdings Dividend. Third, the trust distributed the shares of New DHT common stock to the holders of Old DHT common stock (the beneficiaries of the trust) on a one-for-one basis, such that each holder of Old DHT common stock received one share of New DHT common stock for each share of Old DHT common stock held by such holder. As a result of the Holdings Dividend, each Old DHT shareholder holds one share of New DHT common stock for each share of Old DHT common stock held by such shareholder immediately prior to the Holdings Dividend. Each outstanding certificate for shares of Old DHT common stock has become a certificate for the same number of shares of New DHT common stock. As a result of the Holdings Dividend, shares of Old DHT common stock shall be uncertificated.

The listing of New DHT common stock on the NYSE will be effective immediately. The CUSIP number of the common stock of New DHT remains Y2065G105.

Prior to the Holdings Dividend, shares of Old DHT common stock were registered pursuant to Section 12(b) of the Exchange Act and listed on the NYSE under the ticker symbol “DHT”. Old DHT has requested that the NYSE file with the Securities and Exchange Commission (the “Commission”) a Form 25 to remove Old DHT’s common stock from listing on the NYSE. Following the filing of the Form 25 by the NYSE, New DHT expects to file a Form 15 with the Commission to terminate the registration of Old DHT’s common stock.

Pursuant to Rule 12g-3(a) of the Exchange Act, New DHT is the successor issuer to Old DHT and the shares of New DHT common stock are deemed to be registered under Section 12(b) of the Exchange Act.

A series of questions and answers about the Holdings Dividend is filed as Exhibit 99.2 hereto and is incorporated by reference herein.

After giving effect to the Holdings Dividend, as of March 1, 2010, there are 48,702,181 shares of New DHT common stock issued and outstanding. The description of the common stock of New DHT is qualified in its entirety by reference to the Articles of Incorporation and Bylaws of New DHT, which are filed as Exhibits 3.1 and 3.2 and hereto, respectively, and are incorporated by reference herein.

Each of the directors and officers of Old DHT immediately prior to the Holdings Dividend were appointed to the same position with New DHT. In connection with the appointments described above, New DHT entered into indemnification agreements with Ole Jacob Diesen, New DHT's Chief Executive Officer, and Eirik Ubøe, New DHT's Chief Financial Officer, which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and are incorporated by reference herein. Additionally, in connection with the Holdings Dividend, Old DHT's incentive compensation plan was assumed by New DHT.

In connection with the Holdings Dividend, New DHT provided a guaranty to the charterers of New DHT's vessels on time charter. The guaranty is filed as Exhibit 10.3 hereto and is incorporated by reference herein. In addition, New DHT provided a guaranty to Tanker Management Ltd., the ship manager of each of New DHT's vessels on time charter. The guaranty is filed as Exhibit 10.4 hereto and is incorporated by reference herein. These guaranties are substantially similar to the guaranties provided by Old DHT to the charterers of New DHT's vessels on time charter and to Tanker Management Ltd., respectively.

On March 1, 2010, New DHT issued a press release announcing the completion of the Holdings Dividend. The press release is filed as Exhibit 99.1 hereto and is incorporated by reference herein.

EXHIBIT LIST

<u>Exhibit</u>	<u>Description</u>
3.1	Articles of Incorporation of DHT Holdings, Inc.
3.2	Bylaws of DHT Holdings, Inc.
4.1	Certificate of Designations of Series A Junior Participating Preferred Stock of DHT Maritime, Inc.
10.1	Indemnification Agreement, dated as of March 1, 2010, between DHT Holdings, Inc. and Ole Jacob Diesen
10.2	Indemnification Agreement, dated as of March 1, 2010, between DHT Holdings, Inc. and Eirik Ubøe
10.3	Guaranty, dated as of March 1, 2010, made by DHT Holdings, Inc. in favor of the charterers listed on Schedule I thereto
10.4	Guaranty, dated as of March 1, 2010, made by DHT Holdings, Inc. in favor of Tanker Management Ltd.
99.1	Press Release dated March 1, 2010
99.2	Questions and Answers about DHT Holdings, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DHT Holdings, Inc.

Registrant

Date: March 1, 2010

By: /s/ Eirik Ubøe

ARTICLES OF INCORPORATION**OF****DHT HOLDINGS, INC.****PURSUANT TO****THE MARSHALL ISLANDS BUSINESS CORPORATIONS ACT****ARTICLE I.****Name**

The name of the Corporation shall be "DHT Holdings, Inc."

ARTICLE II.**Purpose**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Marshall Islands Business Corporations Act (the "BCA") and without in any way limiting the foregoing, the Corporation shall have the power:

(a) To purchase or otherwise acquire, own, use, operate, pledge, hypothecate, mortgage, lease, charter, sub-charter, sell, build, and repair steamships, motorships, tankers, vessels, sailing vessels, tugs, lighters, barges, and all other vessels and craft of any and all motive power whatsoever, including aircraft, landcraft, and any and all means of conveyance and transportation by land, water or air, together with engines, boilers, machinery equipment and appurtenances of all kinds, including masts, sails, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging, together with all materials, articles, tools, equipment and appliances necessary, suitable or convenient for the construction, equipment, use and operation thereof; and to equip, furnish, and outfit such vessels and ships.

(b) To engage in ocean, coastwise and inland commerce, and generally in the carriage of freight, goods, cargo in bulk, passengers, mail and personal effects by water between the various ports of the world and to engage generally in waterborne commerce.

(c) To purchase or otherwise acquire, own, use, operate, lease, build, repair, sell or in any manner dispose of docks, piers, quays, wharves, dry docks, warehouses and storage facilities of all kinds, and any property, real, personal and mixed, in connection therewith.

(d) To act as ship's husband, ship brokers, custom house brokers, ship's agents, manager of shipping property, freight contractors, forwarding agents, warehousemen, wharfingers, ship chandlers, and general traders.

ARTICLE III.**Address; Registered Agent**

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

ARTICLE IV.

Capital Stock

Section 4.01. Authorized Capital Stock. The total number of shares of capital stock that the Corporation shall have authority to issue is One Hundred One Million (101,000,000) registered shares, consisting of One Hundred Million (100,000,000) registered shares of common stock, par value of US\$0.01 per share ("Common Stock") and One Million (1,000,000) registered shares of preferred stock, par value of \$0.01 per share ("Preferred Stock").

Section 4.02. Preferred Stock. The Board is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

Section 4.03. No preemptive rights. Shareholders of the Corporation shall have no conversion, redemption or preemptive rights to subscribe to any of the Corporation's securities.

ARTICLE V.

Directors

Section 5.01. The business and affairs of the Corporation shall be managed by or under the direction of the Board, the exact number of directors comprising the entire Board to be not less than three nor more than twelve (subject to any rights of the holders of Preferred Stock to elect additional directors under specified circumstances) as determined from time to time by resolution adopted by affirmative vote of a majority of the Board. As used in these Articles of Incorporation, the term "entire Board" means the total number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships.

Section 5.02. Number, election and terms. The Board shall be divided into three classes, as nearly equal in number as the then total number of directors constituting the entire Board permits, with the term of office of one of the three classes expiring each year. As soon as practicable after the effectiveness of these Articles of Incorporation pursuant to the BCA (the "Effective Time"), the incorporator of the Corporation shall hold an organization meeting to divide the Board into three classes, with the term of office of the first class to expire at the 2011 Annual Meeting of Shareholders, the term of office of the second class to expire at the 2010 Annual Meeting of Shareholders and the term of office of the third class to expire at the 2012 Annual Meeting of Shareholders. Commencing with the 2010 Annual Meeting of Shareholders, the directors elected at an annual meeting of shareholders to succeed those whose terms then expire shall be identified as being directors of the same class as the directors whom they succeed, and each of them shall hold office until the third succeeding annual meeting of shareholders and until such director's successor is duly elected and has qualified. Cumulative voting, as defined in Division 7, Section 71(2) of the BCA, shall not be used to elect directors.

Section 5.03. Shareholder nomination of Director candidates; shareholder proposal of business. Advance notice of shareholder nominations for the election of Directors and of the proposal of business by stockholders shall be given in the manner provided in the bylaws, as amended and in effect from time to time.

Section 5.04. Newly created directorships and vacancies. Any vacancies in the Board for any reason, other than those specified in Section 5.05, and any created directorships resulting from any increase in the number of directors, may be filled by the vote of not less than a majority of the members of the Board then in office, although less than a quorum, and any directors so chosen shall hold office until the next election of the class for which such directors shall have been chosen and until their successors shall be elected and qualified. Any Director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified. No decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director. Notwithstanding the foregoing, and except as otherwise required by law, whenever the holders of any one or more series of Preferred Stock shall have the right, voting separately as a class, to elect one or more directors of the Corporation, the then authorized number of directors shall be increased by the number of directors so to be elected, and the terms of the director or directors elected by such holders shall expire at the next succeeding annual meeting of shareholders.

Section 5.05. Removal. (a) Notwithstanding any other provisions of these Articles of Incorporation or the bylaws of the Corporation (and notwithstanding the fact that some lesser percentage may be specified by law, these Articles of Incorporation or the bylaws of the Corporation), any Director or the entire Board may be removed at any time, but only for cause and only by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors cast at a meeting of the shareholders called for that purpose. Notwithstanding the foregoing, and except as otherwise required by law, whenever the holders of any one or more series of Preferred Stock shall have the right, voting separately as a class, to elect one or more directors of the Corporation, the provisions of this Section 5.05 of this Article V shall not apply with respect to the director or directors elected by such holders of Preferred Stock.

(b) In order to remove a Director, a special general meeting shall be convened and held in accordance with these Articles of Incorporation and the bylaws. Notice of such a meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than fourteen days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal.

(c) For the purpose of this Section 5.05, "cause" means (a) conviction of a felony, indictable offence or similar criminal offence or (b) willful misconduct that results in material injury (monetary or otherwise) to the Corporation or any of its subsidiaries.

(d) If a Director is removed from the Board under the provisions of this Section 5.05, the shareholders may fill the vacancy at the meeting at which such Director is removed. In the absence of such election or appointment, the Board may fill the vacancy.

Section 5.06. Amendment, repeal, etc. Notwithstanding any other provisions of these Articles of Incorporation or the bylaws of the Corporation (and notwithstanding the fact that some lesser percentage may be specified by law, these Articles of Incorporation or the bylaws of the Corporation), the affirmative vote of the holders of a majority of the outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class) shall be required to amend, alter, change or repeal this Article V.

ARTICLE VI.

Bylaws

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the authority to adopt, amend, alter or repeal the bylaws of the Corporation by a vote of not less than a majority of the entire Board, but any bylaw adopted by the Board may be amended or repealed by shareholders entitled to vote thereon.

ARTICLE VII.

Shareholder Action

Section 7.01. **Shareholder Meetings**. Any action required or permitted to be taken by the shareholders of the Corporation must be effected at a duly called annual or special meeting of the shareholders or by the unanimous written consent of the shareholders. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the shareholders for any purpose or purposes may be called only by (i) the Chairman of the Board or the chief executive officer, at the direction of the Board as set forth in a resolution stating the purpose or purposes thereof approved by a majority of the entire Board or (ii) holders of not less than one-fifth of all outstanding shares of Common Stock, who shall state the purpose or purposes of the proposed special meeting. If there is a failure to hold the annual meeting within a period of ninety (90) days after the date designated therefor, or if no date has been designated for a period of thirteen (13) months after the Effective Time or after the Corporation's last annual meeting, holders of not less than one-fifth of the shares entitled to vote in an election of directors may, in writing, demand the calling of a special meeting in lieu of the annual meeting specifying the time thereof, which shall not be less than two (2) nor more than three (3) months from the date of such call. The Chairman of the Board or chief executive officer of the Corporation upon receiving the written demand shall promptly give notice of such meeting, or if the Chairman of the Board or chief executive officer fails to do so within five (5) business days thereafter, any shareholder signing such demand may give such notice. Such notice shall state the purpose or purposes of the proposed special meeting. The business transacted at any special meeting shall be limited to the purposes stated in the notice of such meeting.

Section 7.02. **Action by Unanimous Written Consent**. Any action required to be taken or which may be taken at any annual or special meeting of shareholders of the Corporation may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE VIII.

Limitation of Director Liability

A Director shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except, if required by the BCA, as amended from time to time, for (i) liability for any breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Director derived an improper personal benefit. Neither the amendment nor repeal of this Article VIII shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VIII would accrue or arise, prior to such amendment or repeal.

DHT HOLDINGS, INC.

(the "Corporation")

BYLAWS

Adopted February 16, 2010

ARTICLE I
OFFICES AND RECORD

Section 1.01. Address; Registered Agent. The registered address of the Corporation in the Republic of the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the Corporation's registered agent at such address is The Trust Company of the Marshall Islands, Inc.

Section 1.02. Other Offices. The Corporation may have such other offices, either within or without the Republic of the Marshall Islands, as the Board of Directors of the Corporation (the "Board") may designate or as the business of the Corporation may from time to time require.

ARTICLE II
SHAREHOLDERS

Section 2.01. Annual Meeting. The annual meeting of shareholders of the Corporation shall be held on such day and at such time and place within or without the Republic of the Marshall Islands as the Board may determine for the purpose of electing directors and/or transacting such other business as may properly be brought before the meeting. The Chairman of the Board or, in the Chairman's absence, another person designated by the Board shall act as the Chairman of all annual meetings of shareholders.

Section 2.02. Nature of Business at Annual Meetings of Shareholders. (a) No business may be transacted at an annual meeting of shareholders, other than business that is either (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board (or any duly authorized committee thereof), (ii) otherwise properly brought before the annual meeting by or at the direction of the Board (or any duly authorized committee thereof) or (iii) otherwise properly brought before the annual meeting by any shareholder of the Corporation (A) who is a shareholder of record on the date of the giving of the notice provided for in this Section 2.02 of this Article II and has remained a shareholder of record through the record date for the determination of shareholders entitled to vote at such annual meeting and (B) who complies with the notice procedures set forth in Section 2.02(b) of this Article II.

(b) In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a shareholder's notice to the Secretary of the Corporation must be delivered to or mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one-hundred twenty (120) days prior to the anniversary date of the immediately preceding annual general meeting. In the event the annual general meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder must be given not later than ten days following the earlier of the date on which notice of the annual general meeting was mailed to shareholders or the date on which public disclosure of the date of the annual general meeting was made.

(c) To be in proper written form, a shareholder's notice to the Secretary of the Corporation must set forth, as to each matter such shareholder proposes to bring before the annual meeting, (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such shareholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such shareholder, (iv) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business and (v) a representation that such shareholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting. In addition, notwithstanding anything in this Section 2.02 of this Article II to the contrary, a shareholder intending to nominate one or more persons for election as a director at an annual meeting must comply with Article III of these Bylaws for such nomination or nominations to be properly brought before such meeting.

(d) No business shall be conducted at the annual meeting of shareholders except business brought before the annual meeting in accordance with the procedures set forth in this Article II; provided, however, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Article II shall be deemed to preclude discussion by any shareholder of any such business. If the chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chairman of the meeting shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

Section 2.03. Special Meeting. Except as otherwise provided by applicable law, special meetings of the shareholders shall be called only in accordance with the provisions of the Articles of Incorporation of the Corporation. Only such business as is specified in the notice of any special meeting of the shareholders shall come before such meeting.

Section 2.04. Notice of Meetings. Notice of every annual and special meeting of shareholders, other than any meeting the giving of notice of which is otherwise provided by law, stating the date, time, place and purpose thereof, and in the case of special meetings, the name of the person or persons at whose direction the notice is being issued, shall be given personally or sent by mail, telegraph, cablegram, telex or teleprinter at least fifteen (15) but not more than sixty (60) days before such meeting, to each shareholder of record entitled to vote thereat and to each shareholder of record who, by reason of any action proposed at such meeting would be entitled to have his shares appraised if such action were taken, and the notice shall include a statement of that purpose and to that effect. If mailed, notice shall be deemed to have been given when deposited in the mail, directed to the shareholder at his address as the same appears on the record of shareholders of the Corporation or at such address as to which the shareholder has given notice to the Secretary of the Corporation. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior to the conclusion thereof that he did not receive notice of such meeting.

Section 2.05. Organization; Place of Meeting; Order of Business. (a) At every meeting of shareholders, the Chairman of the Board, or in such person's absence, the Chief Executive Officer, or in the absence of both of them, any vice president, shall act as chairman of the meeting. In the absence of the Chairman of the Board, the Chief Executive Officers or a vice president to act as Chairman, the Board, or if the Board fails to act, the shareholders may appoint any shareholder, director or officer of the Corporation to act as chairman of any meeting.

(b) Either the Board or the Chairman of the Board may designate the place, if any, of meeting for any annual meeting or for any special meeting of the shareholders. If no designation is so made, the place of meeting shall be the principal office of the Corporation.

(c) The order of business at all meetings of shareholders, unless otherwise determined by a vote of the holders of a majority of the number of shares present in person or represented by proxy thereat, shall be determined by the chairman of the meeting.

Section 2.06. Adjournments. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the meeting is adjourned for lack of quorum, notice of the new meeting shall be given to each shareholder of record entitled to vote at the meeting. If after an adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice in Section 2.04 of this Article II.

Section 2.07. Quorum. At all meetings of shareholders, except as otherwise expressly provided by law, there must be present either in person or by proxy shareholders of record holding at least a majority of the shares issued and outstanding and entitled to vote at such meetings in order to constitute a quorum, but if less than a quorum is present, a majority of those shares present either in person or by proxy shall have power to adjourn any meeting until a quorum shall be present.

Section 2.08. Voting. If a quorum is present, and except as otherwise expressly provided by law, the Articles of Incorporation (including any Preferred Stock Designation) or applicable stock exchange rules, the affirmative vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders; provided, however, that directors shall be elected by a plurality of the votes cast by shareholders entitled to vote thereat. At any meeting of shareholders, with respect to a matter for which a shareholder is entitled to vote, each such shareholder shall be entitled to one vote for each share it holds. Each shareholder may exercise such voting right either in person or by proxy; provided, however, that no proxy shall be valid after the expiration of eleven months from the date such proxy was authorized unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in the law of the Republic of the Marshall Islands to support an irrevocable power. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Any action required to be taken or which may be taken at any annual or special meeting of the shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Section 2.09. Fixing of Record Date. The Board may fix a time not more than sixty (60) nor less than fifteen (15) days prior to the date of any meeting of shareholders as the time as of which shareholders entitled to notice of and to vote at such a meeting shall be determined, and all persons who were holders of record of voting shares at such time and no others shall be entitled to notice of and to vote at such meeting. The Board may fix a time not exceeding sixty (60) days preceding the date fixed for the payment of any dividend, the making of any distribution, the allotment of any rights or the taking of any other action, as a record time for the determination of the shareholders entitled to receive any such dividend, distribution, or allotment or for the purpose of such other action.

ARTICLE III

DIRECTORS

Section 3.01. Powers; Number. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which, subject to the provisions of the Articles of Incorporation of the Corporation, shall consist of such number of directors as shall be fixed by a vote of not less than a majority of the entire Board or by the affirmative vote of holders of a majority of the outstanding capital stock from time to time. Each director shall serve his respective term of office until his successor shall have been elected and qualified, except in the event of his death, resignation or removal. No decrease in the number of directors shall shorten the term of any incumbent director. The directors need not be residents of the Republic of the Marshall Islands or shareholders of the Corporation. As used in these Bylaws, the phrase "entire Board" means the total number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships.

Section 3.02. How Elected. Except as otherwise provided by law or in Section 3.05 of this Article III, the directors of the Corporation (other than the first Board if named in the Articles of Incorporation or designated by the incorporators) shall be elected at the annual meeting of shareholders. Each director shall be elected to serve until the third succeeding annual meeting of shareholders and until his successor shall have been duly elected and qualified, except in the event of his death, resignation, removal or the earlier termination of his term of office.

Section 3.03. Nomination of Directors. (a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Articles of Incorporation with respect to the right of holders of Preferred Stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board may be made at any annual meeting of shareholders (i) by or at the direction of the Board (or any duly authorized committee thereof) or (ii) by any shareholder of the Corporation (A) who is a shareholder of record on the date of the giving of the notice provided for in this Section 3.03 of this Article III and on the record date for the determination of shareholder entitled to vote at such meeting and (B) who complies with the notice procedures set forth in Section 3.03(b) of this Article III.

(b) In addition to any other applicable requirements, for a nomination to be made by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a shareholder's notice to the Secretary of the Corporation must be delivered to or mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one-hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of shareholders. In the event the annual general meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder must be given not later than ten days following the earlier of the date on which notice of the annual general meeting was mailed to shareholders or the date on which public disclosure of the date of the annual general meeting was made. In the case of a special general meeting called for the purpose of electing directors, notice by the shareholder must be given not later than ten days following the earlier of the date on which notice of the special general meeting was mailed to shareholders or the date on which public disclosure of the date of the special general meeting was made.

(c) To be in proper written form, a shareholder's notice to the Secretary of the Corporation must set forth: (i) as to each person whom the shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder applicable to issuers that are not foreign private issuers and (ii) as to the shareholder giving the notice (A) the name and record address of such shareholder, (B) the class or series and number of shares of capital stock of the Corporation which are owned beneficially and of record by such shareholder, (C) a description of all arrangements or understandings between such shareholder and each proposed nominee and any other person and persons (including their names) pursuant to which the nomination(s) are to be made by such shareholder, (D) a representation that such shareholder intends to appear in person or by proxy at the meeting to nominate the person or persons named in its notice and (E) any other information relating to such shareholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(d) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 3.03 of this Article III. If the chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 3.04. Removal. Except as otherwise provided by applicable law, directors may only be removed by the shareholders in accordance with the provisions of the Articles of Incorporation of the Corporation.

Any or all of the directors may be removed for cause by the shareholders, provided notice is given to such director(s) of the shareholders meeting convened to remove him or her provided such removal is approved by the affirmative vote of a majority of the issued and outstanding shares of our capital stock entitled to vote for those directors. The notice must contain a statement of the intention to remove such director(s) and must be served on him or her not less than fourteen days before such shareholders meeting. Any such director is entitled to attend the meeting and be heard on the motion for his or her removal. No director may be removed without cause by either the shareholders or the Board of Directors.

Section 3.05. Vacancies. Except as otherwise provided by applicable law, vacancies in the Board shall be filled as provided for in the Articles of Incorporation of the Corporation.

Section 3.06. Regular Meetings. Regular meetings of the Board shall be held in Jersey, the Channel Islands at such time as may be determined by resolution of the Board and no notice shall be required for any regular meeting. Except as otherwise provided by law, any business may be transacted at any regular meeting.

Section 3.07. Special Meetings. Special meetings of the Board may, unless otherwise provided by law, be called from time to time by the Chairman of the Board or the Chief Executive Officer. The Chief Executive Officer or the Chairman of the Board shall call a special meeting of the Board upon written request directed to either of them by any two directors stating the time, place and purpose of such special meeting. Special meetings of the Board shall be held in Jersey, the Channel Islands on a date and at such time as may be designated in the notice thereof.

Section 3.08. Notice of Special Meeting. Notice of the date, time and place of each special meeting of the Board shall be given to each director at least forty-eight (48) hours prior to such meeting, unless the notice is given orally or delivered in person, in which case it shall be given at least twenty-four (24) hours prior to such meeting. For the purpose of this Section 3.08, notice shall be deemed to be duly given to a director if given to him personally (including by telephone) or if such notice be delivered to such director by mail, telegraph, cablegram, telex or teleprinter to his last known address. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, except for amendments to these Bylaws. Notice of a meeting need not be given to any director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior to the conclusion thereof, the lack of notice to him.

Section 3.09. Quorum. A whole number of directors equal to at least a majority of the directors at the time in office, present in person or by proxy or conference telephone, shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 3.10. Action By Consent of Board of Directors. Any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in accordance with applicable law; provided, however, that a majority of the members of the Board or such committee, as the case may be, shall not be physically located in the same country when executing any consent pursuant to this Section 3.10.

Section 3.11. Meetings by Conference Telephone. Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting; provided, however, that a majority of the members of the Board or such committee, as the case may be, shall not be physically located in the same country when acting pursuant to this Section 3.11.

Section 3.12. Records. The Board shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board and of the shareholders, appropriate stock books and registers and such books of records and accounts as may be necessary of the proper conduct of the business of the Corporation. The books and records of the Corporation may be kept outside the Republic of the Marshall Islands at such place or places as may from time to time be designated by the Board or as the business of the Corporation may from time to time require.

Section 3.13. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her or their votes are counted for such purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, or, if the votes of the disinterested directors are insufficient to constitute an act of the Board as defined in Section 55 of the Marshall Islands Business Corporations Act, by unanimous vote of the disinterested directors, (ii) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 3.14. Compensation of Directors and Members of Committees. The Board may from time to time, in its discretion, fix the amounts which shall be payable to members of the Board and to members of any committee, for attendance at the meetings of the Board or of such committee and for services rendered to the Corporation.

ARTICLE IV

COMMITTEES

Section 4.01. Committees. The Board may, by resolution or resolutions passed by a majority of the entire Board, designate from among its members one or more committees; provided, however, that no committee shall have the power or authority to (i) fill a vacancy in the Board or in a committee thereof, (ii) amend or repeal any Bylaw or adopt any new Bylaw, (iii) amend or repeal any resolution of the entire Board, (iv) increase the number of directors on the Board or (v) remove any director. The Board shall designate an Audit Committee, which shall at all times be comprised of at least two members that are considered “independent” under the rules of the stock exchange that the Corporation’s common stock is listed on. Initially, the entire Board shall be the audit committee. Members of any committee shall hold office for such period as may be prescribed by the vote of the entire Board, subject, however, to removal at any time by the vote of the Board. Vacancies in membership of such committees shall be filled by vote of the Board. Committees may adopt their own rules of procedure and may meet at stated times or on such notice as they may determine. Each committee shall keep a record of its proceedings and report the same to the Board when required.

ARTICLE V

OFFICERS

Section 5.01. Number and Designation. The Board shall appoint a Chief Executive Officer, Chief Financial Officer and Secretary and such other officers as it may deem necessary. Officers may be of any nationality and need not be residents of the Republic of the Marshall Islands; provided, however, that all major decisions of the officers shall be made in Jersey, the Channel Islands. The officers shall be appointed by the Board at its first meeting following the appointment of directors, (except that the initial officers may be named by the Board at its first meeting following such Board’s appointment in the Articles of Incorporation or as designated by the incorporators) but in the event of the failure of the Board to so appoint any officer, such officer may be elected at any subsequent meeting of the Board. The salaries of officers and any other compensation paid to them shall be fixed from time to time by the Board. The Board may at any meeting appoint additional officers. Each officer shall hold office until his successor shall have been duly appointed and qualified except in the event of the earlier termination of his term of office, through death, resignation, removal or otherwise. Any officer may be removed by the Board at any time with or without cause. Any vacancy in an office may be filled for the unexpired portion of the term of such office by the Board at any regular or special meeting.

Section 5.02. Chief Executive Officer. In the absence of the Chairman of the Board or an appointee of the Board, the Chief Executive Officer of the Corporation shall preside at all meetings of the Board and of the shareholders at which he or she shall be present. The Chief Executive Officer shall perform all duties incident to the office of Chief Executive Officer of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or as may be provided by law.

Section 5.03. Chief Financial Officer. The Chief Financial Officer shall have general supervision over the care and custody of the funds, securities, and other valuable effects of the Corporation and shall deposit the same or cause the same to be deposited in the name of the Corporation in such depositories as the Board may designate, shall disburse the funds of the Corporation as may be ordered by the Board, shall have supervision over the accounts of all receipts and disbursements of the Corporation, shall, whenever required by the Board, render or cause to be rendered financial statements of the Corporation, shall have the power and perform the duties usually incident to the office of Chief Financial Officer and shall have such powers and perform other duties as may be assigned to him by the Board or Chief Executive Officer.

Section 5.04. Secretary. The Secretary shall act as secretary of all meetings of the shareholders and of the Board at which he is present, shall have supervision over the giving and serving of notices of the Corporation, shall be the custodian of the corporate records and of the corporate seal of the Corporation, shall be empowered to affix the corporate seal to those documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized and when so affixed may attest the same, and shall exercise the powers and perform such other duties as may be assigned to him by the Board or the Chief Executive Officer.

Section 5.05. Other Officers. Officers other than those treated in Sections 5.02 through 5.04 of this Article V shall exercise such powers and perform such duties as may be assigned to them by the Board or the Chief Executive Officer.

Section 5.06. Bond. The Board shall have power to the extent permitted by law to require any officer, agent or employee of the Corporation to give bond for the faithful discharge of his duties in such form and with such surety as the Board may deem advisable.

ARTICLE VI

CERTIFICATES FOR SHARES

Section 6.01. Form and Issuance. (a) Every holder of stock in the Corporation shall be entitled to have a certificate in form meeting the requirements of law and approved by the Board that certifies the number of shares owned by him or her in the Corporation. Certificates shall be signed by (i) the Chief Executive Officer or the Chairman of the board and (ii) by the Secretary or any Assistant Secretary or the Chief Financial Officer or any Assistant Financial Officer. These signatures may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employee.

(b) For each class or series of stock that the Corporation shall be authorized to issue, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent each class or series of stock; provided, however, that, except as otherwise required by the Business Corporation Act of the Republic of the Marshall Islands, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each shareholder that so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

Section 6.02. Transfer. The Board shall have power and authority to make such rules and regulations as they may deem expedient concerning the issuance, registration and transfer of certificates representing shares of the Corporation's stock, and may appoint transfer agents and registrars thereof.

Section 6.03. Loss of Stock Certificates. The Board may direct a new certificate of stock to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

Section 6.04. Stock Certificates; Uncertificated Shares. The interest of each stockholder of the Corporation may also be evidenced by uncertificated shares of stock, whether upon original issuance, re-issue, or subsequent transfer in such form as the appropriate officer of the Corporation may from time to time prescribe. The Board shall by resolution designate the classes of the Corporation's securities that may be represented by uncertificated shares.

ARTICLE VII

DIVIDENDS

Section 7.01. Declaration and Form. Dividends may be declared in conformity with law by, and at the discretion of, the Board at any regular or special meeting. Dividends may be declared and paid in cash, stock or other property of the Corporation.

ARTICLE VIII

NEGOTIABLE INSTRUMENTS, CONTRACTS, ETC.

Section 8.01. Signatures on Checks, Etc. All checks, drafts, bills of exchange, notes or other instruments or orders for the payment of money or evidences of indebtedness shall be signed for or in the name of the Corporation by at least two officers, or an officer and Corporation employee, as the Board may from time to time designate by resolution.

Section 8.02. Execution of Contracts. The Chief Executive Officer, the Chief Financial Officer or any vice president, and any other officer or officers that the Board may designate shall have full authority in the name of and on behalf of the Corporation to enter into any contract or execute and deliver any instruments or notes, or other evidences of indebtedness unless such authority shall be limited by the Board to specific instances.

Section 8.03. Bank Accounts. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select or as may be selected by any two officers or agents of the Corporation to whom such power may from time to time be delegated by the Board.

ARTICLE IX

INDEMNIFICATION

Section 9.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans, against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such Covered Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 9.03, the Corporation shall be required to indemnify or advance expenses to a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person (and not by way of defense) only if the commencement of such Proceeding (or part thereof) by the Covered Person (i) was authorized in the specific case by the Board, or (ii) was brought to establish or enforce a right to indemnification under these Bylaws, the Corporation's Articles of Incorporation, any agreement, the Business Corporations Act of the Republic of the Marshall Islands or otherwise.

Section 9.02. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) actually and reasonably incurred by a Covered Person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any Proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans in advance of its final disposition; provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article IX or otherwise.

Section 9.03. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article IX is not paid in full within thirty days after a written claim therefor by the Covered Person has been presented to the Corporation, the Covered Person may file suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In addition, the Covered Person may file suit against the Corporation to establish a right to indemnification or advancement of expenses. In any such action the Corporation shall have the burden of proving by clear and convincing evidence that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 9.04. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article IX shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these Bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

Section 9.05. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced to the extent such Covered Person has otherwise actually received payment (under any insurance policy or otherwise) of the amounts otherwise payable by the Corporation.

Section 9.06. Amendment or Repeal. Any repeal or modification of the provisions of this Article IX shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 9.07. Other Indemnification and Prepayment of Expenses. This Article IX shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

Section 9.08. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer against any liability asserted against such person and incurred by such person in such capacity whether or not the Corporation would have the power to indemnify such person against such liability by law or under the provisions of these Bylaws.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Form. The Seal of the Corporation, if any, shall be circular in form, with the name of the Corporation in the circumference and such other appropriate legend as the Board may from time to time determine.

Section 10.02. Resignation and Removal of Officers and Directors. Any director or officer of the Corporation may resign as such at any time by giving written notice to the Board or to the Chief Executive Officer or the Secretary of the Corporation, and any member of any committee may resign by giving notice either as aforesaid or to the committee of which he is a member or to the chairman thereof. Any such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 10.03. Fiscal Year. The fiscal year of the Corporation shall be such period of twelve consecutive months as the Board may by resolution designate. Initially, the fiscal year of the Corporation shall end on December 31 of each year.

Section 10.04. Amendments. These Bylaws may be amended, added to, altered or repealed, or new Bylaws may be adopted, solely at any regular or special meeting of the Board by the affirmative vote of a majority of the entire Board.

Section 10.05. Savings Clause. These Bylaws are subject to the provisions of the Articles of Incorporation of the Corporation and applicable law. If any provision of these Bylaws is inconsistent with the Business Corporations Act of the Republic of the Marshall Islands, such provision shall be invalid only to the extent of such conflict, and such conflict shall not affect the validity of any other provision of these Bylaws.

CERTIFICATE OF DESIGNATIONS
of
SERIES A JUNIOR PARTICIPATING PREFERRED STOCK
of
DHT MARITIME, INC.

Pursuant to Section 35 of the Business Corporations Act of the Republic of the Marshall Islands, DHT MARITIME, INC., a corporation organized and existing under the laws of the Republic of the Marshall Islands, in accordance with the provisions of Section 5 of such Business Corporations Act, DOES HEREBY CERTIFY:

That, pursuant to the authority conferred upon the Board of Directors of DHT Maritime, Inc. by Article IV of its Restated Articles of Incorporation, such Board of Directors on February 26, 2010, adopted the following resolution designating a new series of preferred stock as Series A Junior Participating Preferred Stock:

RESOLVED, that, pursuant to the authority vested in the Board of Directors (the "Board") of DHT MARITIME, INC. (the "Company") in accordance with the provisions of the Restated Articles of Incorporation of the Company (the "Articles") and the provisions of Section 35(5) of the Business Corporations Act of the Republic of the Marshall Islands (the "BCA"), a series of preferred stock of the Company is hereby authorized, and the number of shares and designation thereof, and the voting powers, preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, shall be as follows (in addition to the voting powers, preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, set forth in the Articles which are applicable to shares of Preferred Stock, par value \$0.01 per share of the Company (the "Preferred Stock")):

SECTION 1. Designation and Number of Shares. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" (the "Series A Junior Participating Preferred Stock"). The number of shares constituting the Series A Junior Participating Preferred Stock shall be 100,000.

SECTION 2. Dividends or Distributions. (a) The holders of shares of Series A Junior Participating Preferred Stock shall be entitled to receive, when, as and if declared by the Board, out of the assets of the Company legally available therefor, (1) quarterly dividends payable in cash on the last day of each fiscal quarter of the Company (or the next succeeding business day if such day is not a business day) or such other date during a fiscal quarter as the Board may specify from time to time (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share of Series A Junior Participating Preferred Stock, in the amount of (x) \$100.00 per share less (y) the amount of all cash dividends declared on the Series A Junior Participating Preferred Stock pursuant to the following clause (2) since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share of Series A Junior Participating Preferred Stock (the total of which shall not, in any event, be less than zero) and (2) dividends payable in cash on the payment date for each cash dividend declared on the shares of Common Stock, par value \$0.01 per share, of the Company (the "Common Stock") in an amount per share equal to the Participation Factor (as hereinafter defined) then in effect times the cash dividends then to be paid on each share of Common Stock. In addition, if the Company shall pay any dividend or make any distribution on the Common Stock payable in assets, securities or other forms of noncash consideration (other than dividends or distributions solely in shares of the Common Stock or in shares of Series A Junior Participating Preferred Stock), then, in each such case, the Company shall simultaneously pay or make on each outstanding share of Series A Junior Participating Preferred Stock a dividend or distribution in like kind equal to the product of (x) the Participation Factor then in effect and (y) such dividend or distribution on each share of Common Stock (or, if applicable, a share of such dividend or distribution such that the value received per each outstanding share of Series A Junior Participating Preferred Stock is equal to the product of (A) the Participation Factor then in effect and (B) the value received per each outstanding share of Common Stock). As used herein, the "Participation Factor" shall be 1,000,000; provided, however, that, if, at any time after February 26, 2010, the Company shall (i) declare or pay any dividend on the Common Stock payable in shares of Common Stock or make any distribution on the Common Stock in shares of Common Stock, (ii) subdivide (by a stock split or otherwise) the outstanding shares of Common Stock into a larger number of shares of Common Stock or (iii) combine (by a reverse stock split or otherwise) the outstanding shares of Common Stock into a smaller number of shares of Common Stock, then in each such event the Participation Factor shall be adjusted to a number determined by multiplying the Participation Factor in effect immediately prior to such event by a fraction, the numerator of which is the number of shares of Common Stock that are outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that are outstanding immediately prior to such event (and rounding the result to the nearest whole number); and provided further that, if, at any time after February 26, 2010, the Company shall issue any shares of its capital stock in a merger, reclassification, or change of the outstanding shares of Common Stock, then in each such event the Participation Factor shall be appropriately adjusted by the Board, in its discretion, to reflect such merger, reclassification or change so that each share of Preferred Stock continues to be the economic equivalent of a Participation Factor of shares of Common Stock prior to such merger, reclassification or change.

(b) The Company shall declare a cash dividend on the Series A Junior Participating Preferred Stock as provided in Section 2(a) immediately prior to or at the same time it declares a cash dividend on the Common Stock; provided, however, that, in the event no cash dividend shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, during the period between the first issuance of any share or fraction of a share of Series A Junior Participating Preferred Stock, a dividend of \$100.00 per share on the Series A Junior Participating Preferred Stock shall nevertheless accrue on such subsequent Quarterly Dividend Payment Date or the first Quarterly Dividend Payment Date, as the case may be. The Board may fix a record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive a dividend or distribution declared thereon, which record date shall be the same as the record date for any corresponding dividend or distribution on the Common Stock.

(c) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Participating Preferred Stock from and after the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue and be cumulative from and after the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from and after such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Participating Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(d) So long as any shares of Series A Junior Participating Preferred Stock are outstanding, no dividends or other distributions shall be declared, paid or distributed, or set aside for payment or distribution, on the Common Stock unless, in each case, the dividend required by this Section 2 to be declared on the Series A Junior Participating Preferred Stock shall have been declared and set aside.

SECTION 3. Voting Rights. The holders of shares of Series A Junior Participating Preferred Stock shall have the following voting rights:

(a) Each holder of Series A Junior Participating Preferred Stock shall be entitled to a number of votes equal to the Participation Factor then in effect for each share of Series A Junior Participating Preferred Stock held of record.

(b) Except as otherwise herein provided or by the Articles or as otherwise required by the BCA, the holders of shares of Series A Junior Participating Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Company, including the election of directors, and shall be considered one class for purposes of determining a quorum.

(c) Except as provided herein or by the Articles or as otherwise required by the BCA, holders of Series A Junior Participating Preferred Stock shall have no special voting rights and their consent shall not be required for authorizing or taking any corporate action.

SECTION 4. Certain Restrictions. (a) Whenever quarterly dividends or other dividends or distributions on the Series A Junior Participating Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Junior Participating Preferred Stock outstanding shall have been paid in full, the Company shall not, without first obtaining the written consent of each holder of shares of Series A Junior Participating Preferred Stock:

(i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, except dividends paid ratably on the Series A Junior Participating Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock; provided, however, that the Company may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Company ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Junior Participating Preferred Stock; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Junior Participating Preferred Stock, or any shares of stock ranking on a parity with the Series A Junior Participating Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board) to all holders of such shares upon such terms as the Board, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The Company shall not permit any subsidiary of the Company to purchase or otherwise acquire for consideration any shares of stock of the Company unless the Company could, under Section 4(a), purchase or otherwise acquire such shares at such time and in such manner; provided, however, for the avoidance of doubt, that such restriction shall not apply to any person that is not a subsidiary of the Company.

SECTION 5. Liquidation Rights. (a) Upon the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, no distribution shall be made (1) to the holders of any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock unless, prior thereto, the holders of shares of Series A Junior Participating Preferred Stock shall have received an amount equal to the accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment plus an amount equal to the product of (x) the Participation Factor then in effect and (y) the aggregate amount to be distributed per share to holders of Common Stock (or, if applicable, a share of such distribution such that the value received per each outstanding share of Series A Junior Participating Preferred Stock is equal to the product of (A) the Participation Factor then in effect and (B) the value received per each outstanding share of Common Stock) or (2) to the holders of any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, except distributions made ratably on the Series A Junior Participating Preferred Stock and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up.

(b) For purposes of this Section 5, the consolidation or merger of the Company with any other corporation or entity, including a consolidation or merger in which the holders of Series A Junior Participating Preferred Stock receive stock, securities, cash or other property for their shares, or the sale, lease or exchange (for stock, securities, cash or other property) of all or substantially all of the assets of the Company, shall not constitute a liquidation, dissolution or winding up of the Company.

SECTION 6. Consolidation, Merger, etc. In case the Company shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash or any other property, then in any such case the then outstanding shares of Series A Junior Participating Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share equal to the Participation Factor then in effect times the aggregate amount of stock, securities, cash or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is exchanged or changed. In the event both this Section 6 and Section 2 appear to apply to a transaction, this Section 6 will control.

SECTION 7. No Redemption; No Sinking Fund. (a) The shares of Series A Junior Participating Preferred Stock shall not be subject to redemption by the Company or at the option of any holder of Series A Junior Participating Preferred Stock; provided, however, that, subject to Section 4(a)(iv), the Company or any of its subsidiaries may purchase or otherwise acquire outstanding shares of Series A Junior Participating Preferred Stock in the open market or by offer to any holder or holders of shares of Series A Junior Participating Preferred Stock.

(b) The shares of Series A Junior Participating Preferred Stock shall not be subject to or entitled to the operation of a retirement or sinking fund.

SECTION 8. Ranking. The Series A Junior Participating Preferred Stock shall rank, with respect to payment of dividends and distribution of assets upon the liquidation, dissolution or winding up of the Company, senior to the Common Stock, junior to all other classes of Preferred Stock (unless any such class is declared expressly to rank junior to or on a parity with the Series A Junior Participating Preferred Stock) and junior to all existing and future debt obligations or indebtedness of the Company.

SECTION 9. Reacquired Shares. Any shares of Series A Junior Participating Preferred Stock purchased or otherwise acquired by the Company in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock, without designation as to series until such shares are once more designated as part of a particular series by the Board pursuant to the provisions of the Articles.

SECTION 10. No Fractional Shares. Fractional shares of Series A Junior Participating Preferred Stock shall not be issued.

SECTION 11. Amendment. So long as any shares of Series A Junior Participating Preferred Stock shall be outstanding, none of the powers, preferences and relative, participating, optional and other special rights of the Series A Junior Participating Preferred Stock as herein provided shall be amended in any manner which would alter or change the powers, preferences, rights or privileges of the holders of Series A Junior Participating Preferred Stock so as to affect them adversely, unless each holder thereof shall have consented to such amendment in writing.

SECTION 12. Form. The Series A Junior Participating Preferred Stock certificate shall be substantially in the form of Exhibit A, which is hereby incorporated herein and expressly made a part hereof. The Series A Junior Participating Preferred Stock certificate may have notations, legends, or endorsements required by law, stock exchange rule, agreements to which the Company is subject, if any, or usage (provided such notation, legend or endorsement is in a form acceptable to the Company).

SECTION 13. Declaration of a Stock Dividend. Shares of Series A Junior Participating Preferred Stock may be distributed pro rata to the holders of Common Stock pursuant to the provisions of Section 44 of the BCA (the "Series A Dividend"). In connection with the declaration of the Series A Dividend, the Board, in its discretion and subject to the exercise of its fiduciary duties, may specify in such declaration that any shares of Series A Junior Participating Preferred Stock issued pursuant to the Series A Dividend shall be held in trust (the "Series A Trust") for the benefit of those holders of Common Stock to whom such Series A Dividend has been declared (the "Series A Beneficial Holders"), provided that each Series A Beneficial Holder shall have the absolute right to receive, upon request and to the extent not previously distributed to such Series A Beneficial Holder, a distribution from the Series A Trust equal to such Series A Beneficial Holder's beneficial interest in the Series A Trust (which beneficial interest may consist of shares of Series A Junior Participating Preferred or, if such shares have been disposed of by the trustees, such cash, securities, property or other assets received in connection with such disposition). The trustees of the Series A Trust shall have the customary powers, duties and obligations of trustees, including the right to sell, lease, exchange, transfer, pledge or otherwise dispose of the property of the Series A Trust, as such may be further described, expanded or limited in the trust document, if any, governing such Series A Trust. If any shares of Series A Junior Participating Preferred Stock are issued pursuant to a Series A Dividend, the Company shall record on its financial statements, contemporaneously with such declaration, a transfer from surplus to stated capital of an amount equal to the aggregate par value of any such shares.

IN WITNESS WHEREOF, DHT Maritime, Inc. has caused this Certificate of Designations of Series A Junior Participating Preferred Stock to be duly executed in its corporate name on this 26th day of February, 2010.

DHT MARITIME, INC.,

by

 /s/ Ole Jacob Diesen

Name: Ole Jacob Diesen

Title: Chief Executive Officer

INDEMNIFICATION AGREEMENT (the "Agreement") effective from March 1, 2010 between DHT Holdings, Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands (the "Corporation"), and Ole Jacob Diesen, an individual (the "Covered Person").

WHEREAS, the Corporation desires to employ the Covered Person as its Chief Executive Officer upon the consummation of a series of transactions that resulted in the Corporation becoming the publicly held parent company of DHT Maritime, Inc.; and

WHEREAS, the Covered Person is willing to serve as the Chief Executive Officer pursuant to the terms of an employment agreement between the Corporation and the Covered Person and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

INDEMNIFICATION

SECTION 1.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Covered Person against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such Covered Person in connection with any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal (a "Proceeding") and by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans. Notwithstanding the preceding sentence, except as otherwise provided in Section 1.03, the Corporation shall be required to indemnify or advance expenses to a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person (and not by way of defense) only if the commencement of such Proceeding (or part thereof) by the Covered Person (i) was authorized in the specific case by the Board, or (ii) was brought to establish or enforce a right to indemnification under this Agreement, the Corporation's Bylaws, the Corporation's Articles of Incorporation, any other agreement, the Business Corporation Act of the Republic of the Marshall Islands or otherwise.

SECTION 1.02. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any Proceeding, by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Agreement or otherwise.

SECTION 1.03. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Agreement is not paid in full within thirty days after a written claim therefor by the Covered Person has been presented to the Corporation, the Covered Person may file suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In addition, the Covered Person may file suit against the Corporation to establish a right to indemnification or advancement of expenses. In any such action the Corporation shall have the burden of proving by clear and convincing evidence that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 1.04. Nonexclusivity of Rights. The rights conferred on the Covered Person by this Agreement shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, the bylaws of the Corporation, any other agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 1.05. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced to the extent such Covered Person has otherwise actually received payment (under any insurance policy or otherwise) of the amounts otherwise payable by the Corporation.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. Amendments. This Agreement may not be amended, added to, altered or repealed except by written instrument signed by each of the parties hereto.

SECTION 2.02. Severability. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such term, provision or covenant shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 2.03. Survival. The rights and obligations of each party to the this Agreement shall survive and remain binding and enforceable, notwithstanding any termination of the Covered Person's employment with the Corporation, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 2.04. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of The Marshall Islands.

SECTION 2.05. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 2.06. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of March 1, 2010.

DHT HOLDINGS, INC.,

by

/s/ Erik Lind

Erik Lind, on behalf of the
Board of Directors of DHT
Holdings, Inc.

/s/ Ole Jacob Diesen

Ole Jacob Diesen

INDEMNIFICATION AGREEMENT (the "Agreement") effective from March 1, 2010, between DHT Holdings, Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands (the "Corporation"), and Eirik Ubøe, an individual (the "Covered Person").

WHEREAS, the Corporation desires to employ the Covered Person as its Chief Financial Officer upon the consummation of a series of transactions that resulted in the Corporation becoming the publicly held parent company of DHT Maritime, Inc.; and

WHEREAS, the Covered Person is willing to serve as the Chief Financial Officer pursuant to the terms of an employment agreement between the Corporation and the Covered Person and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

INDEMNIFICATION

SECTION 1.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Covered Person against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such Covered Person in connection with any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal (a "Proceeding") and by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans. Notwithstanding the preceding sentence, except as otherwise provided in Section 1.03, the Corporation shall be required to indemnify or advance expenses to a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person (and not by way of defense) only if the commencement of such Proceeding (or part thereof) by the Covered Person (i) was authorized in the specific case by the Board, or (ii) was brought to establish or enforce a right to indemnification under this Agreement, the Corporation's Bylaws, the Corporation's Articles of Incorporation, any other agreement, the Business Corporation Act of the Republic of the Marshall Islands or otherwise.

SECTION 1.02. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any Proceeding, by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Agreement or otherwise.

SECTION 1.03. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Agreement is not paid in full within thirty days after a written claim therefor by the Covered Person has been presented to the Corporation, the Covered Person may file suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In addition, the Covered Person may file suit against the Corporation to establish a right to indemnification or advancement of expenses. In any such action the Corporation shall have the burden of proving by clear and convincing evidence that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 1.04. Nonexclusivity of Rights. The rights conferred on the Covered Person by this Agreement shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, the bylaws of the Corporation, any other agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 1.05. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced to the extent such Covered Person has otherwise actually received payment (under any insurance policy or otherwise) of the amounts otherwise payable by the Corporation.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. Amendments. This Agreement may not be amended, added to, altered or repealed except by written instrument signed by each of the parties hereto.

SECTION 2.02. Severability. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such term, provision or covenant shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 2.03. Survival. The rights and obligations of each party to the this Agreement shall survive and remain binding and enforceable, notwithstanding any termination of the Covered Person's employment with the Corporation, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 2.04. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of The Marshall Islands.

SECTION 2.05. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 2.06. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of March 1, 2010.

DHT HOLDINGS, INC.,

by

 /s/ Erik Lind

Erik Lind, on behalf of the
Board of Directors of DHT
Holdings, Inc.

 /s/ Eirik Ubøe

Eirik Ubøe

GUARANTY

GUARANTY, dated as of March 1, 2010 (as amended, modified or supplemented from time to time, this “Guaranty”), made by DHT Holdings, Inc., a company incorporated in the Marshall Islands (the “Guarantor”), in favor of the charterers listed on Schedule I hereto (each, a “Charterer”).

RECITALS

WHEREAS, the Charterer and the vessel owning subsidiaries of the Guarantor (the “Owners”) named on Schedule I, have entered into Time Charter Parties (as amended from time to time, each a “Charter”) pursuant to which each of the Charterers has agreed to time charter the vessel owned by one of the Owners, as specified on Schedule I (the “Vessels”);

WHEREAS, the Owners are subsidiaries of Guarantor; and

WHEREAS, in order to induce each Charterer to continue to perform its obligations pursuant to its Charter with the applicable Owners, Guarantor desires to execute this Agreement to guarantee the Owners’ payment and performance obligations under the Charters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Guaranty. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely hereby severally guarantees to each Charterer the due and punctual payment of all obligations and liabilities owing by the applicable Owner under its Charter with such Charterer and the due performance and compliance by such Owner with all terms, conditions and agreements contained therein (all such obligations and liabilities being herein collectively called the “Guaranteed Obligations”). In case of failure of an Owner punctually to pay any of the amounts necessary to satisfy the Guaranteed Obligations, the Guarantor shall cause such amounts to be paid punctually when and as the same shall become due and payable as if such payment were made by such Owner. The Guarantor also shall pay any and all expenses (including, without limitation, reasonable attorneys’ fees and expenses) incurred by each Charterer in enforcing its rights under this Guaranty provided that such Charterer is successful in enforcing its rights hereunder.

Section 2. Unconditional Obligations. The obligation of the Guarantor to guarantee the Guaranteed Obligations set forth in Section 1 above shall be absolute and unconditional irrespective of (i) any lack of enforceability against the Owners of the Guaranteed Obligations, (ii) any change of the time, manner or place of payment, or any other term, of the Guaranteed Obligations, (iii) the failure, omission, delay or lack on the part of a Charterer to assert any claim or demand or to enforce any right or remedy against the Guarantor or any Owner, (iv) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, (v) any invalidity, illegality or unenforceability in whole or in part of any Charter and (vi) any law, regulation or order of any jurisdiction affecting any term of the Guaranteed Obligations or a Charterer’s rights with respect thereto. The Guarantor hereby waives promptness, diligence, protest, demand of payment and notices with respect to the Guaranteed Obligations and any requirement that a Charterer exhaust any right or take any action against an Owner. Notwithstanding anything in this Guaranty to the contrary, the Guarantor shall be entitled to the benefit of any right to or claim of any defense, setoff, counterclaim, recoupment or termination to which an Owner is entitled other than those referred to in clause (v) of this Section 2.

Section 3. Nature of Guaranteed Obligations. (a) The Guarantor hereby agrees that this Guaranty is a guaranty of payment and performance and not of collection only.

(b) Any and all payments by the Guarantor under the Guaranteed Obligations shall be made free and clear of, and without deduction or withholding for or on account of, any and all taxes, monetary transfer fees or other amounts except to the extent such deduction or withholding of any tax is required by applicable law. If the Guarantor shall be required by applicable law to deduct or withhold any tax or other amount from or in respect of any sum payable hereunder to or for the benefit of a Charterer, to the extent the amount to be received from the Guarantor after such withholding is less than the amount that would have been received from the applicable Owner, the Guarantor shall pay to the Charterer such additional amount as shall be necessary to enable the Charterer to receive, after such withholding (including any withholding with respect to such additional amount), the amount it would have received if such withholding had not been required.

Section 4. Insolvency. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, in whole or in part of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by a Charterer upon the bankruptcy, insolvency, reorganization, arrangements, adjustment, composition, dissolution, liquidation, or the like, of any Owner or the Guarantor, or as a result of the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to any Owner or the Guarantor or any substantial part of either person's respective property, or otherwise, all as though such payment had not been made notwithstanding any termination of this Guaranty or the applicable Charter.

Section 5. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants to the Charterer that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

Section 6. Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Guaranty may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 7. Governing Law. This Guaranty shall be construed, performed and enforced in accordance with the same laws and in the same manner as is set forth in the applicable Charter.

Section 8. Notices. All notices, requests, demands and other communications under this Guaranty must be delivered in the same manner as set forth in the applicable Charter.

Section 9. Counterparts. This Guaranty may be executed by the parties hereto in counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10. Assignment; Binding Effect. This Guaranty shall be binding upon the Guarantor and its successors, permitted assigns and legal representatives and shall inure to the benefit of each Charterer and its successors, permitted assigns and legal representatives. This Guaranty and any rights of either party hereunder, may not be assigned, directly or indirectly, without the prior written consent of the other party (which consent may be withheld at the sole discretion of such other party), provided that each Charterer may assign its rights hereunder as security to its lenders. Any assignment in violation of this Section 10 shall be void and shall have no force and effect, it being understood for the avoidance of doubt that in the event that a party (the "Merging Party") shall consolidate with or merge with or into, or sell, convey, transfer or lease all or substantially all of its properties and assets to, another entity, such transaction shall constitute an assignment, unless the Merging Party remains the surviving person or, directly or indirectly, the transferee of such properties and assets, as the case may be, and the Merging Party expressly affirms all of its obligations under this Guaranty.

Section 11. No Third-Party Beneficiaries. Nothing in this Guaranty will confer any rights or benefits upon any person or entity other than the Charterers and a successor or permitted assignee of any Charterer.

Section 12. Negotiated Agreement. This Guaranty has been negotiated by the parties and the fact that the initial and final draft will have been prepared by either party or an intermediary will not give rise to any presumption for or against any party to this Guaranty or be used in any respect or forum in the construction or interpretation of this Guaranty or any of its provisions.

Section 13. Severability. If any provision of this Guaranty is held to be void or unenforceable, in whole or in part, (i) such holding shall not affect the validity and enforceability of the remainder of this Guaranty, including any other provision, paragraph or subparagraph and (ii) the parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed on its behalf by its officer thereunto duly authorized on the date first above written.

DHT HOLDINGS, INC.

By: /s/ Ole Jacob Diesen

Name Ole Jacob Diesen

Title Chief Executive Officer

Accepted and Agreed to this

1st day of March, 2010

On behalf of each of the Charterers
listed on Schedule 1 hereto,

By: /s/ James I. Edelson

Name: James I. Edelson

Vice President and Secretary to each
of the Charterers Listed on Schedule I hereto

SCHEDULE I

Owners:

1. Ann Tanker Corporation
2. Chris Tanker Corporation
3. Regal Unity Tanker Corporation
4. Cathy Tanker Corporation
5. Sophie Tanker Corporation
6. Rebecca Tanker Corporation
7. Ania Aframax Corporation

Charterer:

- DHT Ann VLCC Corp.
- DHT Chris VLCC Corp.
- DHT Regal Unity VLCC Corp.
- DHT Cathy Aframax Corp.
- DHT Sophie Aframax Corp.
- DHT Rebecca Aframax Corp.
- DHT Ania Aframax Corp.

Vessel

- Overseas Ann*
- Overseas Chris*
- Regal Unity*
- Overseas Cathy*
- Overseas Sophie*
- Rebecca*
- Ania*

GUARANTY

GUARANTY, dated as of March 1, 2010 (as amended, modified or supplemented from time to time, this "Guaranty"), made by DHT Holdings, Inc., a company incorporated in the Marshall Islands (the "Guarantor"), in favor of Tanker Management Ltd, a company formed in England (the "Manager").

RECITALS

WHEREAS, the Manager and the vessel owning subsidiaries of the Guarantor (the "Owners") named on Schedule I, have entered into Ship Management Agreements (as amended from time to time, the "Ship Management Agreements") pursuant to which the Manager has agreed to provide certain services with respect to the vessels owned by the Owners named on Schedule I (the "Vessels");

WHEREAS, the Owners are subsidiaries of Guarantor; and

WHEREAS, in order to induce the Manager to continue to provide services pursuant to the Ship Management Agreements with the Owners, Guarantor desires to execute this Agreement to guarantee the Owners' payment and performance obligations under the Ship Management Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Guaranty. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely guarantees to the Manager the due and punctual payment of all obligations and liabilities owing by the Owners under the Ship Management Agreements and the due performance and compliance by the Owners with all terms, conditions and agreements contained therein (all such obligations and liabilities being herein collectively called the "Guaranteed Obligations"). In case of failure of the Owners punctually to pay any of the amounts necessary to satisfy the Guaranteed Obligations, the Guarantor shall cause such amounts to be paid punctually when and as the same shall become due and payable as if such payment were made by the Owners. The Guarantor also shall pay any and all expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Manager in enforcing its rights under this Guaranty provided that the Manager is successful in enforcing its rights hereunder.

Section 2. Unconditional Obligations. The obligation of the Guarantor to guarantee the Guaranteed Obligations set forth in Section 1 above shall be absolute and unconditional irrespective of (i) any lack of enforceability against the Owners of the Guaranteed Obligations, (ii) any change of the time, manner or place of payment, or any other term, of the Guaranteed Obligations, (iii) the failure, omission, delay or lack on the part of the Manager to assert any claim or demand or to enforce any right or remedy against the Guarantor or the Owners, (iv) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, (v) any invalidity, illegality or unenforceability in whole or in part of the Ship Management Agreements and (vi) any law, regulation or order of any jurisdiction affecting any term of the Guaranteed Obligations or the Manager's rights with respect thereto. The Guarantor hereby waives promptness, diligence, protest, demand of payment and notices with respect to the Guaranteed Obligations and any requirement that the Manager exhaust any right or take any action against the Owners. Notwithstanding anything in this Guaranty to the contrary, the Guarantor shall be entitled to the benefit of any right to or claim of any defense, setoff, counterclaim, recoupment or termination to which the Owners are entitled other than those referred to in clause (v) of this Section 2.

Section 3. Nature of Guaranteed Obligations. (a) The Guarantor hereby agrees that this Guaranty is a guaranty of payment and performance and not of collection only.

(b) Any and all payments by the Guarantor under the Guaranteed Obligations shall be made free and clear of, and without deduction or withholding for or on account of, any and all taxes, monetary transfer fees or other amounts except to the extent such deduction or withholding of any tax is required by applicable law. If the Guarantor shall be required by applicable law to deduct or withhold any tax or other amount from or in respect of any sum payable hereunder to or for the benefit of the Manager, to the extent the amount to be received from the Guarantor after such withholding is less than the amount that would have been received from the Owners, the Guarantor shall pay to the Manager such additional amount as shall be necessary to enable the Manager to receive, after such withholding (including any withholding with respect to such additional amount), the amount it would have received if such withholding had not been required.

Section 4. Insolvency. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, in whole or in part of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by the Manager upon the bankruptcy, insolvency, reorganization, arrangements, adjustment, composition, dissolution, liquidation, or the like, of the Owners or the Guarantor, or as a result of the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to the Owners or the Guarantor or any substantial part of either person's respective property, or otherwise, all as though such payment had not been made notwithstanding any termination of this Guaranty or the Ship Management Agreements.

Section 5. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants to the Manager that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

Section 6. Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Guaranty may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 7. Governing Law. This Guaranty shall be construed, performed and enforced in accordance with the same laws and in the same manner as is set forth in the Ship Management Agreements.

Section 8. Notices. All notices, requests, demands and other communications under this Guaranty must be delivered in the same manner as set forth in the Ship Management Agreements.

Section 9. Counterparts. This Guaranty may be executed by the parties hereto in counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10. Assignment; Binding Effect. This Guaranty shall be binding upon the Guarantor and its successors, permitted assigns and legal representatives and shall inure to the benefit of the Manager and its successors, permitted assigns and legal representatives. This Guaranty and any rights of either party hereunder, may not be assigned, directly or indirectly, without the prior written consent of the other party (which consent may be withheld at the sole discretion of such other party), provided that Manager may assign its rights hereunder as security to its lenders. Any assignment in violation of this Section 10 shall be void and shall have no force and effect, it being understood for the avoidance of doubt that in the event that a party (the "Merging Party") shall consolidate with or merge with or into, or sell, convey, transfer or lease all or substantially all of its properties and assets to, another entity, such transaction shall constitute an assignment, unless the Merging Party remains the surviving person or, directly or indirectly, the transferee of such properties and assets, as the case may be, and the Merging Party expressly affirms all of its obligations under this Guaranty.

Section 11. No Third-Party Beneficiaries. Nothing in this Guaranty will confer any rights or benefits upon any person or entity other than the Manager and a successor or permitted assignee of the Manager.

Section 12. Negotiated Agreement. This Guaranty has been negotiated by the parties and the fact that the initial and final draft will have been prepared by either party or an intermediary will not give rise to any presumption for or against any party to this Guaranty or be used in any respect or forum in the construction or interpretation of this Guaranty or any of its provisions.

Section 13. Severability. If any provision of this Guaranty is held to be void or unenforceable, in whole or in part, (i) such holding shall not affect the validity and enforceability of the remainder of this Guaranty, including any other provision, paragraph or subparagraph and (ii) the parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed on its behalf by its officer thereunto duly authorized on the date first above written.

DHT HOLDINGS, INC.

By: /s/ Ole Jacob Diesen

Name Ole Jacob Diesen

Title Chief Executive Officer

Accepted and Agreed to this

1st day of March, 2010

TANKER MANAGEMENT, LTD

By: /s/ Ian T. Blackley

Name: Ian T. Blackley

Title: Director

SCHEDULE I

Owners:

1. Ann Tanker Corporation
2. Chris Tanker Corporation
3. Regal Unity Tanker Corporation
4. Cathy Tanker Corporation
5. Sophie Tanker Corporation
6. Rebecca Tanker Corporation
7. Ania Aframax Corporation

Vessel

- Overseas Ann*
Overseas Chris
Regal Unity
Overseas Cathy
Overseas Sophie
Rebecca
Ania



DHT MARITIME

DHT Maritime, Inc. Announces Formation of Holding Company

ST. HELIER, JERSEY, CHANNEL ISLANDS, March 1, 2010 — DHT Maritime, Inc. (NYSE:DHT) announced today that it has completed a series of transactions that resulted in DHT Holdings, Inc., a newly formed corporation organized in the Marshall Islands, becoming the publicly held parent company of DHT Maritime, Inc. As a result of the transactions, each shareholder of DHT Maritime, Inc. holds one share of DHT Holdings, Inc. common stock for each share of DHT Maritime, Inc. common stock held by such shareholder immediately prior to the series of transactions.

At market open on March 2, 2010, the new DHT Holdings, Inc. shares will trade on the NYSE under the symbol “DHT”, the same symbol under which the shares of DHT Maritime, Inc. common stock previously traded, and will retain the CUSIP number Y2065G105.

Additional information regarding the transactions can be found on our website at www.dhtmaritime.com and in our filings with the Securities and Exchange Commission at www.sec.gov.

About DHT Holdings, Inc.

DHT Maritime, Inc., a wholly owned subsidiary of DHT Holdings, Inc., operates a fleet of double-hull crude oil tankers. The company’s fleet currently consists of three very large crude carriers, which are tankers ranging in size from 200,000 to 320,000 deadweight tons, or “dwt,” two Suezmax tankers, which are tankers ranging in size from 130,000 to 170,000 dwt, and four Aframax tankers, which are tankers ranging in size from 80,000 to 120,000 dwt. The company’s fleet principally operates on international routes and had a combined carrying capacity of 1,656,921 dwt and a weighted average age of 9.7 years as of December 31, 2009.

CONTACT: DHT Holdings, Inc.

Eirik Ubøe, +44 1534 639 759 and +47 412 92 712

info@dhtmaritime.com and eu@tankersservices.com

SOURCE: DHT Holdings, Inc.

Questions and Answers about DHT Holdings, Inc.**1. What is the transaction?**

After the close of business on March 1, 2010, we completed a number of transactions that resulted in a new holding company structure for the DHT business. We collectively refer to these transactions as the Holdings Dividend. As a result of the Holdings Dividend, a new company, DHT Holdings, Inc. (“DHT Holdings”), now holds nearly all of the voting and economic interests of DHT Maritime, Inc. (“DHT Maritime”). For trading and reporting purposes, DHT Holdings is the successor to DHT Maritime. The existing shareholders of DHT Maritime at the time of the Holdings Dividend became the shareholders of DHT Holdings.

2. What is the purpose of the Holdings Dividend?

The purpose of the Holdings Dividend is to provide the DHT business with additional flexibility regarding growth and capital opportunities. The existing DHT fleet will continue to be owned by DHT Maritime, but the new holding company structure allows us to grow the DHT business outside of the current financing structure applicable to the existing DHT fleet.

3. Have there been any changes to the governance documents or my rights as a shareholder?

No. DHT Holdings is a corporation incorporated under the laws of the Republic of the Marshall Islands, just like DHT Maritime. In addition, the governance documents of DHT Holdings are identical in all material respects to the existing governance documents of DHT Maritime. For example, immediately following the Holdings Dividend, DHT Holdings has the same number of authorized but unissued shares of capital stock as DHT Maritime had prior to the Holdings Dividend.

4. As a shareholder of DHT Maritime prior to the Holdings Dividend, what shares do I now own?

For each share of common stock of DHT Maritime held as of the close of business on March 1, 2010, each shareholder of DHT Maritime received one share of DHT Holdings common stock. Thus, if you held 1,000 shares of DHT Maritime common stock as of such time, you now own 1,000 shares of DHT Holdings common stock. The Holdings Dividend was completed on a one-for-one basis. The CUSIP number remains unchanged.

5. What is the ticker symbol?

Shares of DHT Holdings common stock will be traded on The New York Stock Exchange (“NYSE”) under the existing ticker symbol of “DHT”.

6. Do I need to take any action?

No. The issuance of shares of DHT Holdings common stock was automatic. We suggest that you call your broker with any questions regarding ownership of your shares.

7. What happens if I bought or sold DHT shares on the NYSE prior to the Holdings Dividend but had not yet settled the transaction?

Any NYSE transactions of DHT Maritime common stock that were executed but not yet settled prior to the Holdings Dividend will be settled in shares of DHT Holdings common stock.

8. Have there been any changes to the directors and officers?

No. The existing directors and officers of DHT Maritime also are the directors and officers of DHT Holdings.

9. What happens to my DHT Maritime common stock? Do I still own DHT Maritime common stock, too?

As a result of the Holdings Dividend, nearly all of the economic and voting power of DHT Maritime is now held by DHT Holdings. Your shares of DHT Maritime common stock remain outstanding but have very little value or voting power. This value and voting power was effectively transferred to your shares of DHT Holdings common stock. Shares of DHT Maritime common stock will no longer trade or be listed on the NYSE. Instead, the shares of DHT Holdings common stock now represent the trading security for the DHT business. We expect to effect a reverse stock split of DHT Maritime common stock in the near future, which will cause such shares to be permanently retired. Shares of DHT Maritime common stock will be uncertificated. As a result, if you wish to transfer any underlying shares of DHT Maritime common stock, please contact the Company directly. See Question #11 for the Company's contact information.

10. What are the U.S. federal income tax consequences of the Holdings Dividend to existing shareholders?

For purposes of this answer, a "U.S. holder" is a holder of DHT Maritime common stock that is an individual U.S. citizen or resident alien, a corporation (or entity taxable as a corporation for U.S. federal income tax purposes) that was created under U.S. law, or an estate or trust whose world-wide income is subject to U.S. federal income tax. This answer assumes that the shares of DHT Maritime common stock and the shares of DHT Holdings common stock are held as capital assets.

For U.S. federal income tax purposes, the Holdings Dividend is treated as a distribution of DHT Maritime preferred stock to the DHT Maritime shareholders, followed by a contribution by the DHT Maritime shareholders of the DHT Maritime preferred stock to DHT Holdings in exchange for shares of DHT Holdings common stock.

The distribution of DHT Maritime preferred stock is not taxable to a U.S. holder. A U.S. holder's tax basis in the DHT Maritime common stock held immediately before the distribution is allocated between that common stock and the DHT Maritime preferred stock in proportion to the fair market value of each on the date of the distribution. Since nearly all of the value and voting power of DHT Maritime is applicable to the DHT Maritime preferred stock, nearly all of the existing basis should be allocable to the DHT Maritime preferred stock. A U.S. holder's holding period for the DHT Maritime preferred stock includes the holding period for the DHT Maritime common stock held immediately prior to the distribution.

The contribution of the DHT Maritime preferred stock to DHT Holdings in exchange for shares of DHT Holdings common stock is not taxable to a U.S. holder. A U.S. holder's tax basis in the DHT Holdings common stock will equal the tax basis of the DHT Maritime preferred stock. Accordingly, for a U.S. holder, nearly all of the existing basis of such U.S. holder's DHT Maritime common stock will carry over to such U.S. holder's DHT Holdings common stock. A U.S. holder's holding period for the DHT Holdings common stock will include the holding period of the DHT Maritime preferred stock.

All shareholders should consult their tax advisors for a full understanding of the tax consequences of the Holdings Dividend.

11. Who do I contact if I have other questions?

If you have additional questions about the Holdings Dividend, please contact: DHT Holdings, Inc., 26 New Street, St. Helier, Jersey JE23RA, Channel Islands, Attention: Eirik Ubøe, Chief Financial Officer, Telephone: +47 412 92 712 or American Stock Transfer & Trust Company, LLC, 10150 Mallard Creek Road, Suite 307, Charlotte, NC 28262, Attention: Myron Gray.