
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Post-Effective Amendment No. 1

to

Form F-3

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

DHT HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

26 New Street
St. Helier, Jersey JE2 3RA
Channel Islands
+44 (0) 1534 639759

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

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

N/A
(I.R.S. Employer
Identification Number)

C T Corporation
111 Eighth Avenue
New York, New York 10011
(212) 550-9070

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

With copies to:

Erik R. Tavzel, Esq.
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
(212) 474-1000

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

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

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

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

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "accelerated filer," "large accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check One).

Large accelerated filer

Accelerated filer

Non-accelerated filer
(Do not check if smaller
reporting company)

Smaller reporting company

Explanatory Note

DHT Holdings, Inc., a Republic of Marshall Islands corporation (the “Company”), is filing this Post-Effective Amendment No. 1 to the registration statement on Form F-3, Registration No. 333-176669, dated September 2, 2011, as amended by Amendment No. 1, dated October 3, 2011 (collectively, the “Registration Statement”), pertaining to the sale of the Company’s common stock, preferred stock and debt securities (collectively, the “Securities”), which may be sold from time to time in one or more offerings of one or more series up to a total aggregate amount of \$300,000,000. The Company is filing this Post-Effective Amendment No. 1 to the Registration Statement pursuant to Rule 462(d) under the Securities Act of 1933, as amended (the “Securities Act”), for the sole purpose of updating the exhibit list in Item 9 of Part II of the Registration Statement in order to add Exhibits 4.2, 4.3, 4.4, 99.1, 99.2, 99.3 and 99.4. Accordingly, no changes have been made to Part I of the Registration Statement or Items 8 and 10 of Part II of the Registration Statement. This Post-Effective Amendment No. 1 consists only of the facing page, this explanatory note and Item 9 of Part II of the Registration Statement, as amended. Pursuant to Rule 462(d) under the Securities Act, this Post-Effective Amendment No. 1 shall become effective immediately upon filing with the Securities and Exchange Commission.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 9. Exhibits.

The exhibits listed in the following table have been filed as part of this registration statement.

<u>Number</u>	<u>Exhibit Description</u>
1.1	Form of Underwriting Agreement (for equity securities)†
1.2	Form of Underwriting Agreement (for debt securities)*
4.1	Form of Debt Securities Indenture†
4.2	Specimen Certificate for Shares of Series A Participating Preferred Stock***
4.3	Form of Certificate of Designation of Series A Participating Preferred Stock***
4.4	Form of Subscription Form***
5.1	Opinion of Reeder & Simpson P.C.†
5.2	Opinion of Cravath, Swaine & Moore LLP regarding legality†
8.1	Opinion of Cravath, Swaine & Moore LLP regarding certain U.S. tax matters†
12.1	Computation of Ratio of Earnings to Fixed Charges†
21.1	List of Subsidiaries of DHT Holdings, Inc.†
23.1	Consent of Ernst & Young AS†
23.2	Consent of Reeder & Simpson P.C. (contained in Exhibit 5.1)†
23.3	Consent of Cravath, Swaine & Moore LLP (contained in Exhibit 5.2)†
23.4	Consent of Cravath, Swaine & Moore LLP (contained in Exhibit 8.1)†
24.1	Powers of Attorney†
25.1	Statement of Eligibility of Trustee**
99.1	Form of Instructions as to Use of Subscription Forms***
99.2	Form of Letter to Record Holders***
99.3	Form of Letter to Nominee Holders Whose Clients are Beneficial Owners***
99.4	Form of Letter to Clients of Nominee Holders***

† Previously filed.

* To be filed as an exhibit to a post-effective amendment to this registration statement or as an exhibit to a report of the registrant filed pursuant to the Exchange Act and incorporated herein by reference.

** To be filed pursuant to Section 305(b)(2) of the Trust Indenture Act of 1939.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3, and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Oslo, Norway, on March 29, 2012.

DHT HOLDINGS, INC.

By: /s/ Eirik Ubøe
 Eirik Ubøe
 Chief Financial Officer
 (Principal Financial and Accounting Officer)

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
* Svein Moxnes Harfjeld	Chief Executive Officer (Principal Executive Officer)	March 29, 2012
* Eirik Ubøe	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	March 29, 2012
* Erik Lind	Chairman and Director	March 29, 2012
* Robert N. Cowen	Director	March 29, 2012
* Randee Day	Director	March 29, 2012
* Rolf Wikborg	Director	March 29, 2012
* Einar Michael Steimler	Director	March 29, 2012
* Donald J. Puglisi Managing Director Puglisi & Associates	Authorized Representative in the United States	March 29, 2012
* By: <u>/s/ Eirik Ubøe</u> Eirik Ubøe Attorney-in-Fact		

[FACE OF SERIES A PARTICIPATING PREFERRED STOCK]

Certificate Number: 1

Number of Shares of Series A Participating Preferred Stock: []

DHT HOLDINGS, INC.
Series A Participating Preferred Stock
(par value \$0.01 per share)

DHT HOLDINGS, INC., a Republic of Marshall Islands corporation (the “**Corporation**”), hereby certifies that [] (the “**Holder**”) is the registered owner of [] Million [()] fully paid and non-assessable shares of the Corporation’s designated Series A Participating Preferred Stock, with a par value of \$0.01 per share and an initial liquidation preference of \$140 per share, as adjusted in accordance with the provisions of the Certificate of Designation (as defined below) (the “**Series A Participating Preferred Stock**”). The shares of Series A Participating Preferred Stock are transferable on the books and records of the Registrar, with the written consent of the Corporation, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series A Participating Preferred Stock represented hereby are and shall in all respects be subject to the provisions of the Certificate of Designation dated [], 2012 as the same may be amended from time to time (the “**Certificate of Designation**”). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designation. The Corporation will provide a copy of the Certificate of Designation to the Holder without charge upon written request to the Corporation at its principal place of business.

Reference is hereby made to the Certificate of Designation, which shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this executed certificate, the Holder is bound by the Certificate of Designation and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned, these shares of Series A Participating Preferred Stock shall not be entitled to any benefit under the Certificate of Designation or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the Corporation by an officer of the Corporation this []th day of [] 2012.

DHT HOLDINGS, INC.

By: _____

Name: Svein Moxnes Harfjeld
Title: Chief Executive Officer

REGISTRAR’S COUNTERSIGNATURE

These are shares of Series A Participating Preferred Stock referred to in the within-mentioned Certificate of Designation.

Dated: [], 2012

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Registrar

By: _____

Name:
Title:

[REVERSE OF CERTIFICATE FOR SERIES A PARTICIPATING PREFERRED STOCK]

The shares of Series A Participating Preferred Stock shall be exchangeable in the manner and in accordance with the terms set forth in the Certificate of Designation.

The Corporation shall furnish without charge to each holder who 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 and/or rights.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Series A Participating Preferred Stock evidenced hereby to:

(Insert assignee's social security or taxpayer identification number, if any)

(Insert address and zip code of assignee)

and irrevocably appoints:

as agent to transfer the shares of Series A Participating Preferred Stock evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date:

Signature:

(Sign exactly as your name appears on the other side of this Certificate)

Signature

Guarantee: _____

(Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

CERTIFICATE OF DESIGNATION

OF

SERIES A PARTICIPATING PREFERRED STOCK

OF

DHT HOLDINGS, INC.

Pursuant to Section 35 of the

Business Corporations Act of the Republic of the Marshall Islands

DHT Holdings, Inc., a corporation organized and existing under the laws of the Republic of the Marshall Islands (the “**Corporation**”), does hereby certify that:

Pursuant to the authority vested in the board of directors of the Corporation (the “**Board of Directors**”) by Section 4.02 of the Amended and Restated Articles of Incorporation of the Corporation, the Board of Directors, on _____, 2012, in accordance with Section 35 of the Business Corporations Act of the Associations Law of the Republic of the Marshall Islands, duly adopted the following resolution designating a new series of preferred stock as Series A Participating Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of DHT Holdings, Inc. in accordance with the Amended and Restated Articles of Incorporation of DHT Holdings, Inc. (the “**Articles of Incorporation**”) and the provisions of Section 35(5) of the Business Corporations Act of the Associations Law of the Republic of the Marshall Islands, a series of preferred stock of DHT Holdings, Inc., the Series A Participating Preferred Stock, is hereby authorized, and the number of shares and designation thereof, and the voting powers, preferences and exchange, relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, of such series of shares shall be as follows (in addition to the voting powers, preferences and exchange, relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, set forth in the Articles which are applicable to shares of preferred stock, par value \$0.01 per share, of DHT Holdings, Inc.):

Section 1. Designation; Number of Shares. There shall be created from the 1,000,000 shares of preferred stock, par value \$0.01 per share (the “**Preferred Stock**”), of the Corporation authorized to be issued pursuant to the Articles of Incorporation, a series of Preferred Stock designated as “Series A Participating Preferred Stock”, par value \$0.01 per share (the “**Series A Participating Preferred Stock**”), and the number of shares constituting the Series A Participating Preferred Stock shall be _____. Such number of shares may be increased (but no such increase shall result in an increase of the number of shares of Series A Participating Preferred Stock outstanding to a number greater than 1,000,000) or decreased by resolution of the Board of Directors adopted and filed pursuant to Section 35 of the BCA, or any successor provision, and by the filing of a certificate of increase or decrease with the Registrar of Companies of the Marshall Islands; provided that no such decrease shall reduce the number of shares of Series A Participating Preferred Stock to a number less than the number of shares then outstanding. Each share of Series A Participating Preferred Stock shall be identical in all respects to every other share of Series A Participating Preferred Stock. Shares of Series A Participating Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation, or exchanged into shares of Common Stock, shall be cancelled and shall revert to authorized but unissued shares of Preferred Stock.

Section 2. Definitions. As used herein, the following terms shall have the following meanings:

“**Articles of Incorporation**” means the Amended and Restated Articles of Incorporation of the Corporation, as such may be amended from time to time.

“**Authorized Shares Amendment**” means the amendment of the Articles of Incorporation to increase the number of authorized shares of Common Stock to permit the issuance of Common Stock in connection with the exchange of all outstanding shares of Series A Participating Preferred Stock at the time of such amendment into Common Stock.

“**BCA**” means the Business Corporations Act of the Associations Law of the Marshall Islands, as amended from time to time.

“**Board of Directors**” means the board of directors of the Corporation.

“**business day**” means any day other than a Saturday, Sunday or one on which banking institutions in New York City generally are authorized or obligated by law or executive order to close.

“**Bylaws**” means the Amended and Restated Bylaws of the Corporation.

“**Certificate of Designation**” means this certificate of designation relating to the Series A Participating Preferred Stock, as it may be amended, restated, supplemented, altered or modified from time to time.

“**Common Stock**” means the common stock, par value \$0.01 per share, of the Corporation.

“**Corporation**” means DHT Holdings, Inc., a corporation organized and existing under the laws of the Republic of the Marshall Islands.

“**Cumulative Dividend Period**” has the meaning specified in Section 3(b).

“**Dividend Factor**” shall be (i) from the Issue Date to and including December 31, 2012, 170 and (ii) from and including January 1, 2013 until the Exchange Date, 150, in the case of each of clause (i) and (ii), subject to adjustment pursuant to Section 7.

“**Exchange Agent**” means American Stock Transfer & Trust Company, acting in its capacity as exchange agent for the Series A Participating Preferred Stock, and its successors appointed by the Corporation.

“**Exchange Date**” means the date on which all shares of Series A Participating Preferred Stock have been exchanged for shares of Common Stock, whether by means of the Mandatory Exchange or the Optional Exchange.

“**Exchange Rate**” has the meaning specified in Section 6(a).

“**Issue Date**” means the date of the first issuance of the Series A Participating Preferred Stock.

“**Junior Stock**” means any other class or series of capital stock of the Corporation established after the Issue Date, the terms of which do not expressly provide that such class or series will rank senior to or on parity with the Series A Participating Preferred Stock as to

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dividend rights or rights upon the liquidation, winding-up or dissolution, voluntary or involuntary, of the Corporation.

“**Liquidation Preference**” has the meaning specified in Section 4(a).

“**Mandatory Exchange**” has the meaning specified in Section 6(a).

“**Optional Exchange**” has the meaning specified in Section 6(b).

“**Optional Exchange Date**” has the meaning specified in Section 6(b).

“**Parity Stock**” means any other class or series of capital stock of the Corporation that ranks equally with the Series A Participating Preferred Stock with respect to both (a) the payment of dividends (whether such dividends are cumulative or non-cumulative) and (b) the distribution of assets upon a liquidation, winding-up or dissolution, voluntary or involuntary, of the Corporation.

“**Participation Factor**” shall be 200, subject to adjustment pursuant to Section 7.

“**Preferred Stock**” has the meaning specified in Section 1.

“**Preferred Subscription Price**” means \$140.

“**Redemption Amount**” means, as of any date of determination, the sum of the Preferred Subscription Price and the amount of any accrued and unpaid cumulative dividends thereon as of such date, as may be adjusted pursuant to Section 9.

“**Registrar**” means American Stock Transfer & Trust Company, acting in its capacity as registrar for the Series A Participating Preferred Stock, and its successors appointed by the Corporation.

“**Requisite Shareholder Approval**” means the affirmative vote of a majority of the outstanding shares of the Preferred Stock and the Common Stock (voting together as a single class) and the affirmative vote of a majority of the outstanding shares of Common Stock (voting separately as a single class), in each case approving the Authorized Shares Amendment.

“**Series A Participating Preferred Stock**” has the meaning specified in Section 1.

“**Transfer Agent**” means American Stock Transfer & Trust Company, acting in its capacity as transfer agent for the Series A Participating Preferred Stock, and its successors appointed by the Corporation.

Section 3. Dividends.

(a) Subject to Section 3(b) below, applicable Marshall Islands law and regulation, and the prior and superior right of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Participating Preferred Stock with respect to dividends, the holders of Series A Participating Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, dividends and distributions in an amount per share of Preferred Stock (rounded to the nearest cent) equal to the product of the Dividend Factor then in effect multiplied by the aggregate per share dividends or distributions (as applicable) that are distributable to holders of Common Stock in connection with such dividend or distribution (other than dividends payable in shares of Common Stock, distributions of shares of Common Stock or subdivisions of the outstanding shares of Common Stock (by reclassification or otherwise)), in

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each case as and when declared by the Board of Directors since the Issue Date. Dividends described in this Section 3(a) shall be paid or distributed to holders of record of shares of Series A Participating Preferred Stock on the payment or distribution date for the corresponding dividend or distribution on the Common Stock. Subject to Section 3(b) below, dividends on the Series A Participating Preferred Stock will not be cumulative.

(b) Notwithstanding Section 3(a), in the event that the Requisite Shareholder Approval is not obtained by January 31, 2013, during the period beginning on February 1, 2013 and ending on the date the Requisite Shareholder Approval is obtained (such period, the “**Cumulative Dividend Period**”), subject to applicable Marshall Islands law and regulation, and the prior and superior right of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Participating Preferred Stock with respect to dividends, the holders of Series A Participating Preferred Stock shall not be entitled to receive dividends pursuant to Section 3(a) and, in lieu of the provisions of Section 3(a), shall instead be entitled to receive, when, as and if declared by the Board, out of any assets of the Corporation legally available therefor, cumulative cash dividends per share of

Preferred Stock at a per annum rate of 8.00% of the Preferred Subscription Price (equivalent to an initial amount of \$11.20 per annum per share). The dividends described in this Section 3(b) will immediately cease to accrue on, and holders shall regain their entitlement to receive dividends pursuant to Section 3(a), on the date the Requisite Shareholder Approval is obtained. During the Cumulative Dividend Period, dividends on the Series A Participating Preferred Stock will be cumulative from February 1, 2013, will be computed on the basis of a 360-day year consisting of twelve 30-day months, and will accrue whether or not the Corporation has earnings or profits, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are declared. During the Cumulative Dividend Period, dividends payable on the Series A Participating Preferred Stock for any partial dividend period will be prorated. Any dividend payment made on the Series A Participating Preferred Stock during or after the Cumulative Dividend Period, other than a dividend payment payable pursuant to Section 3(a) due to a corresponding dividend or distribution on the Common Stock, shall be credited against the accrued and unpaid dividends due with respect to the outstanding shares of Series A Participating Preferred Stock. No interest or sums of money in lieu of interest shall be payable in respect of any dividend payment or payments on the Preferred Stock that may be in arrears.

(c) Holders of Series A Participating Preferred Stock shall not be entitled to any dividends or other distributions, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on the Series A Participating Preferred Stock as specified in this Section 3 (subject to the other provisions of this Certificate of Designation). The term "dividend" as used in this Certificate of Designation includes any cash distribution made by the Corporation, regardless of whether such distribution constitutes a dividend for U.S. federal income tax purposes.

(d) The Board may fix a record date for the determination of holders of shares of Series A Participating Preferred Stock entitled to receive a dividend or distribution declared thereon, which, other than during the Cumulative Dividend Period, shall be the same as the record date for any corresponding dividend or the distribution on the Common Stock.

(e) Pursuant to and subject to the BCA, the Corporation may not lawfully declare or pay a dividend if the Corporation has reasonable grounds to believe that the Corporation is or would, after the declaration or payment of the dividend, be unable to pay its liabilities as they become due, or that the realizable value of the Corporation's assets would, after payment of the dividend, be less than the aggregate value of the Corporation's liabilities, issued share capital and share premium accounts.

Section 4. Liquidation Rights.

(a) Voluntary or Involuntary Liquidation. Upon any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, the assets and funds of the

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Corporation or proceeds thereof (whether capital or surplus) shall be distributed: (i) *first*, ratably among holders of Series A Participating Preferred Stock up to an amount equal to the Redemption Amount per share of Series A Participating Preferred Stock and (ii) *second*, ratably among holders of Common Stock; provided that if holders of Series A Participating Preferred Stock would receive a distribution per share that is greater than the Redemption Amount if all such assets and funds were distributed ratably among holders of Common Stock and Series A Participating Preferred Stock (based on each share of Series A Participating Preferred Stock being equal to a number of shares of Common Stock equal to the Participation Factor then in effect), such assets and funds shall be so ratably distributed among holders of Common Stock and Series A Participating Preferred Stock (such distribution preference, the "**Liquidation Preference**").

(b) Residual Distributions. After payment of the full amount of the Liquidation Preference to all holders of the Series A Participating Preferred Stock, such holders will have no right or claim to any of the Corporation's remaining assets in the event of the Corporation's liquidation, dissolution or winding up.

(c) Amalgamation, Merger, Consolidation and Sale of Assets not Liquidation. For purposes of this Section 4, a consolidation, amalgamation, merger, arrangement, reincorporation, de-registration or reconstruction involving the Corporation or the sale or transfer of all or substantially all of the assets or business of the Corporation (other than in connection with the Corporation's liquidation, dissolution or winding up) will not be deemed to constitute a liquidation, dissolution or winding-up, voluntary or involuntary.

Section 5. Voting Rights. The holders of Series A Participating Preferred Stock shall have the following voting rights:

(a) Each share of Series A Participating Preferred Stock shall entitle its holder to the number of votes equal to the Participation Factor then in effect.

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

(c) Except as otherwise herein provided or by the Articles of Incorporation or as otherwise required by the BCA, the approval of holders of the Series A Participating Preferred Stock, voting as a separate class, shall have no special voting rights and their consent, as a separate class, shall not be required for authorizing or taking any corporate action, or with respect to matters submitted to a shareholder vote; provided that, in addition to any other approval required under the Articles of Incorporation or by the BCA, (i) the affirmative vote or consent, voting as a single separate class, given in person or by proxy, of holders of at least a majority of the shares of Series A Participating Preferred Stock represented at a shareholder meeting where holders of record of at least a majority of the issued and outstanding shares of Series A Participating Preferred Stock are present either in person or by proxy, or (ii) the affirmative consent in writing of holders of at least a majority of the issued and outstanding shares of Series A Participating Preferred Stock, shall be required to amend, alter or repeal any provision of this Certificate of Designation so as to materially and adversely affect any right, privilege, preference or voting power of the Series A Participating Preferred Stock or the holders thereof.

(d) Changes for Clarification. Except as otherwise herein provided or by the Articles of Incorporation or as otherwise required by the BCA, without the consent of the holders of the Series A Participating Preferred Stock, so long as such action does not adversely affect the rights, privileges, preferences or voting powers of the Series A Participating Preferred Stock taken as a whole, the

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Corporation may amend, alter, supplement or repeal any terms of the Series A Participating Preferred Stock:

- (i) to cure any ambiguity, or to cure, correct or supplement any provision contained in this Certificate of Designation that may be defective or inconsistent; or
- (ii) to make any provision with respect to matters or questions arising with respect to the Series A Participating Preferred Stock that is not inconsistent with the provisions of this Certificate of Designation.

Section 6. Exchange.

(a) Mandatory Exchange. On the date that is the later of (i) 30 days following the receipt of the Requisite Shareholder Approval and the Authorized Shares Amendment and (ii) June 30, 2013, each outstanding share of Series A Participating Preferred Stock that has not previously been exchanged in an Optional Exchange, shall automatically be exchanged into a number of newly issued shares of Common Stock equal to the product (rounded to the nearest whole number) of (x) the then-applicable Participation Factor, as may be adjusted pursuant to Section 7, and (y) the quotient determined by dividing (A) the Redemption Amount, as may be adjusted pursuant to Section 9, by (B) the Preferred Subscription Price (such product (rounded to the nearest whole number), the “**Exchange Rate**”) (such automatic exchange pursuant to this Section 6(a), the “**Mandatory Exchange**”). There shall be no premium payable upon Mandatory Exchange. Upon the Mandatory Exchange, the Corporation shall promptly mail to holders of record of Series A Participating Preferred Stock immediately prior to the Mandatory Exchange, first class, postage prepaid, at the address of such record holders as maintained by the Registrar, a notice of Mandatory Exchange. A copy of such notice shall also be filed with the Registrar.

(b) Optional Exchange. In the event that the Requisite Shareholder Approval is obtained prior to June 30, 2013, then, following the date of the Authorized Shares Amendment, each holder of Series A Participating Preferred Stock shall have the right to exchange all, but not less than all, of its shares of Series A Participating Preferred Stock into, for each share of Series A Participating Preferred Stock, a number of newly issued shares of Common Stock equal to the Exchange Rate (any such exchange pursuant to this Section 6(b), an “**Optional Exchange**”). Except as provided for in this Section 6(b), the Series A Participating Preferred Stock shall not be exchangeable for Common Stock at the election of the holder thereof. There shall be no premium payable upon Optional Exchange.

(i) Optional Exchange Procedures. The holder of the Series A Participating Preferred Stock must deliver and otherwise do each of the following during usual business hours at the offices of the Corporation’s duly appointed Transfer Agent in order to exchange its Series A Participating Preferred Stock:

- (1) complete and manually sign the exchange notice provided by the Exchange Agent (an “**Exchange Notice**”), or a facsimile of the Exchange Notice, and deliver such irrevocable notice to the Exchange Agent;
- (2) surrender any certificate or certificates representing its shares of Series A Participating Preferred Stock to the Exchange Agent;
- (3) if required by the Corporation or the Transfer Agent, furnish appropriate endorsements and transfer documents reasonably satisfactory to the Corporation and the Transfer Agent; and

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- (4) if required pursuant to Section 6(d), pay any stock transfer, documentary, stamp or similar taxes.

The date on which a holder complies with the procedures in this clause (b)(i) prior to the close of business of such day is the “**Optional Exchange Date.**” On the Optional Exchange Date, the Exchange Agent shall, on the holder’s behalf, exchange the Series A Participating Preferred Stock into shares of Common Stock.

(c) Effect of Exchange. On and after the date on which any shares of Series A Participating Preferred Stock are exchanged for Common Stock, dividends on such shares of Series A Participating Preferred Stock shall cease to accrue and all rights of holders of such shares of Series A Participating Preferred Stock (including all rights to receive any accrued and unpaid dividends) will terminate except for the right to receive the whole shares of Common Stock issuable upon exchange thereof (including the right, subject to Section 9, to receive the whole shares of Common Stock in exchange for any accrued and unpaid cumulative dividends). All shares of Common Stock issued upon exchange of the shares of Series A Participating Preferred Stock shall, upon issuance by the Corporation, be duly authorized and validly issued, fully paid and nonassessable and not issued in violation of any purchase option, call option, preemptive right, resale right, subscription right, right of first refusal or similar right arising under law or contract.

(i) Record Holder as of Exchange Date. The exchanging holder entitled to receive the Common Stock issuable upon the exchange of Series A Participating Preferred Stock shall be treated for all purposes as the record holder of such shares of Common Stock as of the close of business on the applicable Optional Exchange Date or the date of the Mandatory Exchange, as applicable, notwithstanding that the share register of the Corporation shall then be closed or that certificates representing the shares of Common Stock shall not then be actually delivered to such holder. In the event that a holder shall not by written notice designate the name in which shares of Common Stock to be issued upon the exchange of shares of Series A Participating Preferred Stock should be registered or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payment, in the name of the holder and in the manner shown on the records of the Corporation. Prior to the close of business on the date on which shares of Series A Participating Preferred Stock are exchanged for shares of Common Stock, shares of Common Stock issuable upon exchange of, or other securities issuable upon exchange of, any shares of Series A Participating Preferred Stock shall not be deemed outstanding for any purpose, and holders of Series A Participating Preferred Stock shall have no rights with respect to the Common Stock or other securities issuable upon such exchange (including voting rights, rights to respond to tender offers for the Common Stock or other securities issuable upon exchange and rights to receive any dividends or other distributions on the Common Stock or other securities issuable upon exchange) by virtue of holding shares of Series A Participating Preferred Stock.

(d) The issuance and delivery of certificates for Common Stock upon the exchange of shares of Series A Participating Preferred Stock shall be made without charge to the exchanging holder or recipient of shares of Series A Participating Preferred Stock for such certificates or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby, and such certificate shall be issued or delivered in the respective

names of, or in such names as may be directed by, holders of the shares of the Series A Participating Preferred Stock; provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the holder of the relevant shares of the Series A Participating Preferred Stock and the Corporation shall not be required to issue or deliver such certificate unless or until the holder requesting such exchange shall have paid the Corporation the amount of such tax or shall have established to the reasonable satisfaction of the Corporation that such tax has been paid.

Section 7. Adjustments. The Dividend Factor and the Participation Factor shall be subject to adjustment as follows:

(a) Stock Dividends; Stock Splits; Reverse Stock Splits; Reclassifications and Combinations. If at any time after the Issue Date, the Corporation shall (i) pay or make a dividend or other distribution to holders of its Common Stock solely in shares of Common Stock, (ii) subdivide (by 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 event, each of the Dividend Factor and the Participation Factor then in effect shall be adjusted to a number determined by multiplying the Dividend Factor or the Participation Factor, as applicable, in effect immediately prior to such event by a fraction, the numerator of which is the total number of shares of Common Stock that were outstanding immediately after such event and the denominator of which is the total number of shares of Common Stock that are outstanding immediately prior to such event. Such adjustment shall become effective immediately after the opening of business on the business day following the date fixed for determination of the holders entitled to such dividend or other distribution.

(b) Consolidation, Merger, etc. If the Corporation shall enter into any consolidation, merger, combination or other transaction in which the Common Stock is exchanged for or changed into other stock or securities, cash or any other property, then in any such case each then outstanding share of Series A Participating Preferred Stock shall at the same time be similarly exchanged or changed into other stock or securities, cash or any other property, as applicable, in an amount per share equal to the product of (i) the Participation Factor then in effect and (ii) the aggregate amount of stock, securities, cash or any other property (payable in kind), as the case may be, into which or for which a single share of Common Stock is exchanged or changed (assuming the holder of such share of Common Stock exercised any rights of election, if any, exercised by the holders of a majority (or plurality, if applicable) of the Common Stock and received per share the kind and amount of consideration equal to the weighted average of the types and amounts of consideration received by a majority (or plurality, if applicable) of similarly electing (or non-electing, as applicable) holders).

(c) Rules of Calculation. Any adjustments to the Dividend Factor and the Participation Factor under this Section 7 shall be calculated by the Corporation to the nearest one-ten-thousandth of a share of Common Stock. Except as explicitly provided herein, the number of shares of Common Stock outstanding shall be calculated on the basis of the number of issued and outstanding shares of Common Stock, not including shares held in the treasury of the Corporation or held by any of the Corporation's subsidiaries.

(d) De Minimis Adjustments. No adjustment to the Dividend Factor and the Participation Factor under this Section 7 will be required unless such adjustment would require an increase or decrease of at least one percent; provided that any such adjustment that is not required to be made will be carried forward and taken into account in any subsequent adjustment, and provided further, that any such adjustment of less than one percent that has not been made will be made upon any Exchange Date.

(e) Successive Adjustments. After an adjustment to the Dividend Factor or the Participation Factor under this Section 7, any subsequent event requiring an adjustment under this Section 7 shall cause an adjustment to such Dividend Factor or Participation Factor as so adjusted. Any adjustments to the Dividend Factor from the Issue Date to and including December 31, 2012 (i.e., using a base of 170) shall be carried over and proportionally applied to the Dividend Factor from January 1, 2013 until the Exchange Date (i.e., using a base of 150).

(f) Multiple Adjustments. For the avoidance of doubt, if an event occurs that would trigger an adjustment to the Dividend Factor or the Participation Factor pursuant to this Section 7 under

more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder; provided that if more than one subsection of this Section 7 is applicable to a single event, the subsection shall be applied that produces the largest adjustment.

(g) Abandoned Dividends or Distributions. If the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter (and before the dividend or distribution has been paid or delivered to stockholders) legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment to the Dividend Factor and the Participation Factor shall be required by reason of the taking of such record.

(h) Notice of Adjustment. Whenever the Dividend Factor or the Participation Factor is adjusted as provided under this Section 7, the Corporation shall promptly mail to holders of record of Series A Participating Preferred Stock (if any), first class, postage prepaid, at the address of such record holders as maintained by the Registrar, a notice of adjustment setting forth in reasonable detail the events giving rise to the adjustment and the calculation of adjustment. A copy of such notice shall also be filed with the Registrar.

Section 8. Redemption. (a) In the event that the Requisite Shareholder Approval is not obtained by the seventh anniversary of the Issue Date, then at any time thereafter, any holder or group of holders holding at least 7.2% of the outstanding shares of Series A Participating Preferred Stock shall have the right to cause the Corporation to redeem for cash all, but not less than all, of the shares of Series A Participating Preferred Stock held by such holder (or holders) at a purchase price per share of Series A Participating Preferred Stock equal to the then-applicable Redemption Amount. Holders may request the redemption by delivering a redemption notice setting forth the proposed redemption date and the number of shares to be redeemed no later than 60 days but not more than 90 days before the proposed date of redemption. Except as provided for in this Section 8 and 7(b), the shares of Series A Participating Preferred Stock shall not be subject to redemption at the option of the Corporation or at the option of any holder of Series A Participating Preferred Stock.

(b) Effect of Redemption. All shares of Series A Participating Preferred Stock called for redemption in accordance with clause (a) above shall no longer be deemed outstanding on the redemption date, dividends on the shares of Series A Participating Preferred Stock called for

redemption shall cease to accrue from and after the redemption date, and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption, without interest.

Section 9. Cash Settlement of Accrued and Unpaid Dividends. In connection with any Mandatory Exchange or Optional Exchange pursuant to Section 6, the Corporation may in its sole discretion, on the Optional Exchange Date or date of the Mandatory Exchange, as applicable, elect to pay in cash an amount equal to all or a portion of any accrued and unpaid dividends as of such date on any share of Series A Participating Preferred Stock to be exchanged, and in such event such cash payment shall be credited against the accrued and unpaid dividends on such share, and the Exchange Rate applicable to such share shall be adjusted down accordingly to reflect such cash payment.

Section 10. No Sinking Fund. The Series A Participating Preferred Stock will not be subject to any sinking fund, retirement fund or purchase fund or other similar provisions.

Section 11. Other Rights. Other than as provided for in this Certificate of Designation, The Series A Participating Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Bylaws or as provided by applicable law.

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Section 12. Ranking. The Series A Participating Preferred Stock will, with respect to the payment of dividends and distributions of assets upon liquidation, dissolution and winding-up, rank senior to the Common Stock and any Junior Stock and pari passu with any Parity Stock of the Corporation, including other series of Series A Participating Preferred Stock of the Corporation that the Corporation may issue from time to time in the future, and junior to all other series of Preferred Stock (other than Junior Stock and Parity Stock).

Section 13. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent for the Series A Participating Preferred Stock may deem and treat the record holder of any share of Series A Participating Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor the Transfer Agent shall be affected by any notice to the contrary.

Section 14. Form. The Series A Participating Preferred Stock shall initially be issued substantially in the form attached hereto as Exhibit A, which is hereby incorporated in and expressly made a part of this Certificate of Designation. Each Series A Participating Preferred Stock certificate may have notations, legends or endorsements required by law or stock exchange rules; provided that any such notation, legend or endorsement is in a form acceptable to the Corporation.

Section 15. Reissuance of Stock. Any shares of Series A Participating Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever, including upon exchange of the Series A Participating Preferred Stock for Common Stock or the redemption of the Series A Participating Preferred Stock, shall not be reissued as such and 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 of Directors pursuant to the provisions of the Articles of Incorporation.

Section 16. No Fractional Shares. Fractional shares of Series A Participating Preferred Stock shall not be issued.

Section 17. Transfer Agent, Exchange Agent and Dividend Disbursing Agent. The duly appointed Transfer Agent and Exchange Agent and dividend disbursing agent for the Series A Participating Preferred Stock shall be the Transfer Agent and Exchange Agent. The Corporation may, in its sole discretion, remove the Transfer Agent or the Exchange Agent; provided that in either case the Corporation shall appoint a successor agent (which successor shall be an independent bank or trust Corporation) who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof to the holders of shares of Series A Participating Preferred Stock. Payments shall be payable by U.S. dollar check drawn on, or wire transfer; provided that appropriate wire instructions have been received by the Registrar at least fifteen days prior to the applicable date of payment, to a U.S. dollar account maintained by the holder with a bank located in the State of New York; provided further that at the option of the Corporation, payment of dividends may be made by check mailed to the address of the person entitled thereto as such address shall appear in the Series A Participating Preferred Stock register.

Section 18. Severability of Provisions. If any voting powers, preferences and relative, participating, optional and other special rights of the Series A Participating Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Certificate of Designation are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of the Series A Participating Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Certificate of Designation which can be given effect without the invalid, unlawful or unenforceable provisions shall, nevertheless, remain in full force and effect.

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Section 19. Notices. All notices or communications in respect of Series A Participating Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designation, the Bylaws or by applicable law.

[Signature Page Follows]

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IN WITNESS WHEREOF, DHT HOLDINGS, INC. has caused this certificate to be duly executed this _____ day of _____, 2012.

DHT HOLDINGS, INC.

By

Name:

Title:

SUBSCRIPTION FORM #:

NUMBER OF SUBSCRIPTION PRIVILEGES:

THE TERMS AND CONDITIONS OF THE EQUITY OFFERING ARE SET FORTH IN THE COMPANY'S PROSPECTUS SUPPLEMENT DATED MARCH 19, 2012 (THE "PROSPECTUS SUPPLEMENT") AND ARE INCORPORATED HEREIN BY REFERENCE. COPIES OF THE PROSPECTUS SUPPLEMENT ARE AVAILABLE UPON REQUEST FROM GEORGESON INC., THE INFORMATION AGENT.

DHT Holdings, Inc.

Incorporated under the laws of the Republic of the Marshall Islands

NON-TRANSFERABLE SUBSCRIPTION FORM

Evidencing Non-Transferable Subscription Privileges to Purchase One Subscription Lot, Consisting of 200 Shares of Common Stock and One Share of Series A Participating Preferred Stock, of DHT Holdings, Inc.

Purchase Price Per Subscription Lot: \$280
(Representing a Purchase Price Per Share of Common Stock of \$0.70
and a Purchase Price Per Share of Series A Participating Preferred Stock of \$140)

THE SUBSCRIPTION PRIVILEGES WILL EXPIRE IF NOT EXERCISED ON OR BEFORE 5:00 P.M., NEW YORK CITY TIME, ON APRIL 27, 2012, UNLESS EXTENDED BY THE COMPANY

REGISTERED
OWNER:

THIS CERTIFIES THAT the registered owner whose name is inscribed hereon is the owner of the number of non-transferable subscription privileges (each a "Subscription Privilege") set forth above. Each registered owner will receive one Subscription Privilege for every 250 shares of common stock (the "Common Stock") it owns of DHT Holdings, Inc., a Republic of Marshall Islands corporation (the "Company"). Each Subscription Privilege entitles the holder thereof to subscribe for and purchase one round subscription lot (a "Subscription Lot") at a purchase price of \$280, representing 200 shares of Common Stock at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock at a purchase price of \$140 per share (the "Basic Subscription Privilege"), pursuant to an equity offering (the "Equity Offering"), on the terms and subject to the conditions set forth in the Prospectus Supplement and the "Instructions as to Use of DHT Holdings, Inc. Subscription Forms" accompanying this Subscription Form. A Subscription Privilege holder will only be entitled to subscribe for a whole number of Subscription Lots. Subscription Privilege holders who fully exercise all of their Basic Subscription Privileges will be entitled to subscribe for any Subscription Lots that remain unsubscribed after the exercise of all Basic Subscription Privileges, up to a cap, when taken together with the Subscription Lots purchased pursuant to such holder's Basic Subscription Privilege, of 45,720 Subscription Lots (the "Oversubscription Cap"), subject to certain limitations set forth in the Prospectus Supplement (the "Oversubscription Privilege"). If insufficient Subscription Lots are available to fully satisfy the Oversubscription Privilege requests of all Subscription Privilege holders, then the Subscription Lots will be allocated on a pro rata basis as set forth in the Prospectus Supplement and subject to each Subscription Privilege holder's Oversubscription Cap. In addition, the Company reserves the right, to be exercised in its sole and absolute discretion, to limit the exercise of any Subscription Privilege to ensure that no Subscription Privilege holder, together with its affiliates and certain groups of shareholders to which such Subscription Privilege holder belongs, would beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement or to avoid any adverse U.S. federal income tax consequences. The Subscription Privileges represented by this Subscription Form may be exercised by completing Form 1 and any other appropriate forms on the reverse side hereof and by returning the full payment of the purchase price for each Subscription Lot in accordance with the "Instructions as to Use of DHT Holdings, Inc. Subscription Forms" that accompany this Subscription Form.

THIS FURTHER CERTIFIES THAT the registered owner whose name is inscribed hereon, in accordance with the terms and conditions specified in the Prospectus Supplement, agrees, represents and warrants that, after giving effect to the purchase of any Common Stock and Preferred Stock by such registered owner, its affiliates and its Shareholder Group (as defined below) in the Equity Offering (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, the registered owner, together with its affiliates and any Shareholder Group to which such registered owner belongs, will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement. "Shareholder Group" means any group of persons formed for the purpose of acquiring, holding, voting or disposing of voting stock.

Witness the signatures of DHT Holdings, Inc.'s duly authorized officers.

Dated:

Svein Moxnes Harfeld

Trygve P. Munthe

Eirik Ubøe

Chief Executive Officer

President

Chief Financial Officer

DELIVERY OPTIONS FOR SUBSCRIPTION FORM

Delivery other than in the manner or to the addresses listed below will not constitute valid delivery. DO NOT SEND THIS SUBSCRIPTION FORM DIRECTLY TO DHT HOLDINGS, INC.

By Mail:

By Hand or Overnight Courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042 New York,
New York 10272-2042

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

PLEASE PRINT ALL INFORMATION CLEARLY AND LEGIBLY

FORM 1-EXERCISE OF THE SUBSCRIPTION PRIVILEGES

To subscribe for Subscription Lots pursuant to your Basic Subscription Privilege, please complete lines (a) and (c). To subscribe for Subscription Lots pursuant to your Oversubscription Privilege, which allows you to subscribe for any Subscription Lots that remain unsubscribed after the exercise of all Basic Subscription Privileges, up to the Oversubscription Cap, please also complete line (b). To the extent you subscribe for more Subscription Lots than you are entitled under the Basic Subscription Privilege, you will be deemed to have elected to purchase the maximum number of Subscription Lots for which you are entitled to subscribe under the Basic Subscription Privilege and the excess will be deemed to be an election to purchase pursuant to your Oversubscription Privilege. You cannot exercise any Oversubscription Privileges unless you have exercised your Basic Subscription Privileges in full.

(a) EXERCISE OF BASIC SUBSCRIPTION PRIVILEGES:

I subscribe for _____ Subscription Lots x \$ 280 = \$ _____
(no. of Subscription Lots) (Subscription Lot Price) (payment amount enclosed)

(b) EXERCISE OF OVERSUBSCRIPTION PRIVILEGES:

If you wish to subscribe for additional Subscription Lots pursuant to your Oversubscription Privilege:

I subscribe for _____ Subscription Lots x \$ 280 = \$ _____
(no. of Subscription Lots) (Subscription Lot Price) (payment amount enclosed)

NOTE: IF INSUFFICIENT SUBSCRIPTION LOTS ARE AVAILABLE TO FULLY SATISFY THE OVERSUBSCRIPTION PRIVILEGE REQUESTS OF ALL SUBSCRIPTION PRIVILEGE HOLDERS, THE AVAILABLE UNSUBSCRIBED SUBSCRIPTION LOTS WILL BE ALLOCATED ON A PRO RATA BASIS AS SET FORTH IN THE PROSPECTUS SUPPLEMENT AND SUBJECT TO EACH SUBSCRIPTION PRIVILEGE HOLDER'S OVERSUBSCRIPTION CAP.

(c) Total Amount of Payment Enclosed = \$ _____

METHOD OF PAYMENT (CHECK ONE)

- o Certified Check payable to "American Stock Transfer & Trust Company, LLC, as Subscription Agent, FBO DHT Holdings, Inc."
o Cashier's Check payable to "American Stock Transfer & Trust Company, LLC, as Subscription Agent, FBO DHT Holdings, Inc."
o Wire transfer of immediately available funds to an account maintained by American Stock Transfer & Trust Company, LLC, as Subscription Agent, FBO DHT Holdings, Inc.

JP Morgan Chase
ABA # 021000021
A/C # 530-354624
Beneficiary: American Stock Transfer
Reference: "AST as Depository Agent for DHT Holdings, Inc. for registered owner _____"
JP Morgan Chase swift code is: CHASUS33

FORM 2-DELIVERY TO DIFFERENT NAME OR ADDRESS

If you wish for the Subscription Lots underlying this Subscription Form to be delivered to a name or address different from that shown on the face of this Subscription Form, please enter the alternate name or address below, sign under Form 3 and have your signature guaranteed under Form 4.

FORM 3-SIGNATURE

TO SUBSCRIBE: I acknowledge that I have the Prospectus Supplement for the Equity Offering and I hereby irrevocably subscribe for the number of Subscription Lots indicated above on the terms and conditions specified in the Prospectus Supplement. Additionally, in accordance with the terms and conditions specified in the Prospectus Supplement, I agree, represent and warrant that, after giving effect to the purchase in the Equity Offering of any Common Stock and Preferred Stock (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, I, any of my affiliates and certain groups of shareholders to which I belong will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

Signature(s): _____

IMPORTANT: The signature(s) must correspond with the name(s) as printed on the face of this Subscription Form in every particular, without alteration or enlargement, or any other change whatsoever.

FORM 4-SIGNATURE GUARANTEE

This form must be completed if you have completed any portion of Form 2.

Signature Guaranteed: _____
(Name of Bank or Firm)

By: _____
(Signature of Officer)

IMPORTANT: The signature(s) should be guaranteed by an Eligible Guarantor Institution (bank, stock broker, savings & loan association or credit union) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended.

FOR INSTRUCTIONS ON THE USE OF DHT HOLDINGS, INC. SUBSCRIPTION FORMS, CONSULT GEORGESON INC., THE INFORMATION AGENT, AT (888) 566-3252.

**INSTRUCTIONS
AS TO USE OF
DHT HOLDINGS, INC.
SUBSCRIPTION FORMS**

**CONSULT THE INFORMATION AGENT OR YOUR BANK OR BROKER
AS TO ANY QUESTIONS**

The following instructions relate to an equity offering (the "Equity Offering") by DHT Holdings, Inc., a Republic of Marshall Islands corporation (the "Company"), to the ultimate holders of record, as reflected on the books and records of The Depository Trust Company and DTC participants as well as registered holders other than DTC, as of 5:00 p.m., New York City time, on March 29, 2012 (such date, the "Record Date," and such holders, the "Record Date Holders"), of the Company's common stock, par value \$0.01 per share (the "Common Stock"), as described in the Company's prospectus supplement (the "Prospectus Supplement") dated March 19, 2012. Record Date Holders of Common Stock are receiving non-transferable subscription privileges (each a "Subscription Privilege") to purchase one round subscription lot (a "Subscription Lot") at the purchase price of \$280 (the "Subscription Lot Price"), representing 200 shares of Common Stock at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock (the "Preferred Stock") at a purchase price of \$140 per share. Each Record Date Holder will receive one Subscription Privilege for every 250 shares of Common Stock owned as of 5:00 p.m., New York City time, on the Record Date. The Subscription Privileges will be distributed pro rata to the Record Date Holders based on the number of shares of Common Stock held on the Record Date. Fractional Subscription Privileges resulting from such pro rata distribution will be eliminated by rounding down to the nearest whole Subscription Privilege. The Subscription Privileges will expire, if not exercised, at 5:00 p.m., New York City time, on April 27, 2012 (the "Expiration Date"), unless extended by the Company. After the Expiration Date, any unexercised Subscription Privileges will be null and void.

Payments received after 5:00 p.m., New York City time, on the Expiration Date will not be honored, and American Stock Transfer & Trust Company, LLC (the "Subscription Agent") will return any such payment to you, without interest, as soon as practicable. The Company may determine to extend the subscription period, and thereby postpone the Expiration Date. Any extension of the Equity Offering will be followed as promptly as practicable by announcement thereof, and in no event later than 9:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Date.

Upon the satisfaction of certain conditions and subject to adjustments described in the Prospectus Supplement, each share of Preferred Stock will become exchangeable at the holder's option for, and on or after June 30, 2013 will automatically be exchanged for, approximately 200 shares of Common Stock. Subject to certain adjustments, upon such exchange, each share of Preferred Stock shall entitle the holder thereof to receive 200 shares of Common Stock and, upon the distribution of 200 shares of Common Stock to the holder, each such share of Preferred Stock shall be automatically cancelled and have no further value. The Common Stock is traded on the New York Stock Exchange ("NYSE") under the symbol "DHT." The Subscription Privileges will be evidenced by subscription forms (the "Subscription Forms"), which will be non-transferable. The Preferred Stock will not be listed for trading on any stock exchange.

As described in the Prospectus Supplement, Record Date Holders are entitled to participate in the Equity Offering and exercise their Subscription Privileges, prior to the Expiration Date, in accordance with the following:

1. *Basic Subscription Privilege:* Subject to the restrictions described in the Prospectus Supplement, each Subscription Privilege entitles the holder thereof to purchase one Subscription Lot, at a purchase price of \$280, representing 200 shares of Common Stock at a purchase price of \$0.70 per share and one share of Preferred Stock at a purchase price of \$140 per share (the "Basic Subscription Privilege"). A Record Date Holder will only be entitled to subscribe for a whole number of Subscription Lots.
2. *Oversubscription Privilege:* Record Date Holders who fully exercise all of their Basic Subscription Privileges will be entitled to subscribe for any Subscription Lots that remain

unsubscribed after the exercise of all Basic Subscription Privileges (such unsubscribed Subscription Lots, the "Excess Subscription Lots"), up to a cap of, when taken together with the Subscription Lots purchased pursuant to such holder's Basic Subscription Privilege, 45,720 Subscription Lots (the "Oversubscription Cap"), subject to certain limitations set forth in the Prospectus Supplement (the "Oversubscription Privilege"). The number of Subscription Lots subscribed for by a Record Date Holder pursuant to such Record Date Holder's Oversubscription Privilege is referred to as such holder's "Oversubscription Lots." If there is a sufficient number of Excess Subscription Lots available to fully satisfy the Oversubscription Lots subscribed for by all Record Date Holders, the subscription of each Record Date Holder for Oversubscription Lots will be honored in full, subject to the applicable Oversubscription Cap. If insufficient Subscription Lots are available to fully satisfy the Oversubscription Lot subscriptions of all Record Date Holders, then each Record Date Holder that oversubscribed will be allocated its pro rata portion of the Excess Subscription Lots. For the purposes of this paragraph, "pro rata portion" means the product, rounded down to the nearest whole number, of the number of Excess Subscription Lots multiplied by the quotient determined by dividing (x) such Record Date Holder's Oversubscription Lots by (y) the aggregate Oversubscription Lots of all Record Date Holders. In the event that, after the allocation of the Excess Subscription Lots described above, there remain Excess Subscription Lots that have not been allocated (because of rounding or otherwise), the Subscription Agent shall allocate (by random allocation or such other process as the Subscription Agent shall select in its sole discretion) each remaining Excess Subscription Lot among those Record Date Holders not allocated all of its Oversubscription lots, subject to the Oversubscription Cap.

3. *Limit on Subscription Privilege:* The Company reserves the right, to be exercised in its sole and absolute discretion, to limit the exercise of any Oversubscription Privilege to ensure that no Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, would beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement or to avoid any adverse U.S. federal income tax consequences.

4. *Representations and Warranties:* In submitting the Subscription Form or other documentation to subscribe for any Subscription Lots, each Record Date Holder agrees, represents and warrants that, after giving effect to the purchase of any Common Stock and Preferred Stock by such Record Date Holder, its affiliates and certain groups of shareholders to which such Record Date Holder belongs, in the Equity Offering (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, the Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

The number of Subscription Privileges to which you are entitled under your Basic Subscription Privilege is printed on the face of your Subscription Form. You should indicate your wishes with regard to the exercise of your Basic Subscription Privilege and Oversubscription Privilege by completing the appropriate portions of your Subscription Form and returning the form to the Subscription Agent in the envelope provided, in accordance with these instructions and the terms set forth in the Prospectus Supplement.

YOUR SUBSCRIPTION FORMS AND SUBSCRIPTION PAYMENT, INCLUDING FINAL CLEARANCE OF ANY CHECKS OR WIRE TRANSFERS, MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. ONCE A RECORD DATE

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HOLDER HAS EXERCISED ITS SUBSCRIPTION PRIVILEGES, SUCH EXERCISE MAY NOT BE REVOKED. ANY SUBSCRIPTION PRIVILEGES NOT EXERCISED PRIOR TO THE EXPIRATION DATE OF THE EQUITY OFFERING WILL EXPIRE WITHOUT ANY VALUE.

1. Method of Subscription—Exercise of the Subscription Privileges

Your Subscription Privileges are evidenced by non-transferable Subscription Forms, which will either be a physical certificate or electronic certificate issued through the facilities of the Subscription Agent. The Subscription Forms will be delivered to record holders or, if a shareholder's Common Stock or Preferred Stock is registered in the name of a broker, dealer, custodian bank or other nominee, on his, her or its behalf, to such broker, dealer, custodian bank or other nominee.

The Subscription Privileges may be exercised by registered holders of shares of Common Stock by completing and signing the Subscription Form and delivering the completed and duly executed Subscription Form, together with any required signature guarantees and the full subscription payment, to the Subscription Agent at the address set forth below. Completed Subscription Forms and related payments must be received by the Subscription Agent prior to 5:00 p.m., New York City time, on the Expiration Date.

If you are a beneficial owner of shares of Common Stock that are registered in the name of a broker, dealer, custodian bank or other nominee and you wish to exercise your Subscription Privileges, you should instruct your broker, dealer, custodian bank or other nominee to exercise your Subscription Privileges on your behalf by delivering all documents and payment on your behalf prior to 5:00 p.m., New York City time, on the Expiration Date. The Company will ask your record holder to notify you of the Equity Offering. You should complete and return to your record holder the appropriate subscription documentation you receive from your record holder. Your Subscription Privileges will not be considered exercised unless the Subscription Agent receives from your broker, dealer, custodian bank or other nominee all of the required documents and your full subscription payment prior to 5:00 p.m., New York City time, on the Expiration Date. Brokers, dealers, custodian banks or other nominee holders of Subscription Privileges will be required to certify to the Subscription Agent, before any Basic Subscription Privilege or Oversubscription Privilege may be exercised with respect to any particular beneficial owner, as to the aggregate number of Subscription Lots subscribed for pursuant to the Basic Subscription Privilege and Oversubscription Privilege by such beneficial owner.

Nominees, such as brokers, dealers, custodian banks or other nominees, who hold shares of Common Stock for the account of others, should notify the respective beneficial owners as soon as possible to ascertain the beneficial owners' intentions and to obtain instructions with respect to the Subscription Privileges. If the beneficial owner so instructs, the nominee should exercise the Subscription Privileges on behalf of the beneficial owner and deliver all documents and payment prior to 5:00 p.m., New York City time, on the Expiration Date. Whether you are a record holder or hold through a broker, dealer, custodian bank or other nominee, the Company will not be obligated to honor your exercise of Subscription Privileges if the Subscription Agent receives the documents relating to your exercise from you or from your nominee, as applicable, after the expiration of the Equity Offering, regardless of when you transmitted the documents.

In submitting the Subscription Form or other documentation to subscribe for any Subscription Lots, each Record Date Holder agrees, represents and warrants (and in any electronic submission of a Subscription Form, each Record Date Holder will be deemed to have agreed, represented and warranted) that, after giving effect to the purchase of any Common Stock and Preferred Stock by such Record Date Holder, its affiliates and certain groups of shareholders to which such Record Date Holder belongs, will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

All exercises of the Subscription Privileges are irrevocable and may not be canceled or modified. Once you send in your Subscription Form and payment, you cannot revoke the exercise of either your Basic Subscription Privilege or Oversubscription Privilege, even if the market price of the Common Stock is below the purchase price of the Common Stock. You should not exercise your Subscription Privileges unless you are certain that you wish to purchase Subscription Lots at the Subscription Lot Price.

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The Company and the Subscription Agent will accept only properly completed and duly executed Subscription Forms actually received at any of the addresses listed below, prior to 5:00 p.m., New York City time, on the Expiration Date.

By Mail:

By Hand or Overnight Courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

Delivery to an address other than the address listed above will not constitute valid delivery and, accordingly, may be rejected by the Company. DO NOT SEND THIS SUBSCRIPTION FORM DIRECTLY TO DHT HOLDINGS, INC.

2. Payment Method

Payments must be made in full in U.S. currency by certified or cashier's check payable to American Stock Transfer & Trust Company, LLC, the Subscription Agent FBO DHT Holdings, Inc., drawn upon a U.S. bank or by wire transfer of immediately available funds to accounts maintained by the Subscription Agent FBO DHT Holdings, Inc. Such payment will be deemed to have been received by the Subscription Agent immediately upon receipt. You must provide payment for the maximum number of Subscription Lots that may be purchased for the aggregate subscription price payment received by the Subscription Agent. If your full subscription price payment is not applied to your purchase, the Subscription Agent will return to you by mail or similarly prompt means, or as otherwise instructed by us, the excess amount, without interest or penalty, as soon as practicable after the settlement date.

Payment received after the expiration of the Equity Offering will not be honored, and the Subscription Agent will return your payment to you, without interest, as soon as possible. Personal checks will not be accepted.

3. Issuance of Shares of Common Stock and Preferred Stock

Stockholders whose Common Stock is held of record by The Depository Trust Company or by any other depository or nominee on their behalf or on behalf of their broker, dealer, custodian bank or other nominee will have any shares of Common Stock and Preferred Stock that they acquire credited to the account of The Depository Trust Company or the other depository or nominee. With respect to all other stockholders, the Transfer Agent will credit your account with all shares of Common Stock and Preferred Stock acquired. Any such crediting will occur as soon as practicable after the Equity Offering has expired, payment for the Subscription Lots subscribed for has cleared, and all prorating calculations and reductions contemplated by the terms of the Equity Offering have been effected.

4. Sale or Transfer of the Subscription Privileges

The Subscription Privileges granted to you are non-transferable and, therefore, you may not sell, transfer or assign your Subscription Privileges to anyone.

5. Execution

(a) *Execution by Registered Holder.* The signature on the Subscription Form must correspond with the name of the registered holder exactly as it appears on the face of the Subscription Form without any alteration or change whatsoever. Persons who sign the Subscription Form in a representative or other fiduciary capacity must indicate their capacity when signing on behalf of the registered holder and, unless waived by the Subscription Agent in its sole and absolute discretion, must present to the Subscription Agent satisfactory evidence of their authority to so act.

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(b) *Signature Guarantees.* Unless a Subscription Form provides that the shares of Common Stock and Preferred Stock are to be delivered to the applicable record holder or such certificate is submitted for the account of a bank or a broker, your signature on such Subscription Form must be guaranteed by an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subject to any standards and procedures adopted by the Subscription Agent. Your signature must be guaranteed in Form 4 by an eligible guarantor institution, unless you are an eligible guarantor institution or your Subscription Form provides that the shares of Common Stock and Preferred Stock are to be delivered to you as Record Date Holder of those shares at your registered address.

6. Method of Delivery

The method of delivery of Subscription Forms and payment of all subscription payments to the Subscription Agent will be at the election and risk of the Subscription Privilege holder. If sent by mail, it is recommended that such forms and payments be sent by overnight courier or by registered mail, properly insured, with return receipt requested, and that a sufficient number of days be allowed to ensure delivery to the Subscription Agent and the clearance of payment prior to 5:00 p.m., New York City time, on the Expiration Date. If you are a beneficial owner, you must act promptly to ensure that your broker, dealer, custodian bank or other nominee acts for you and that all required forms and payments are actually received by the Subscription Agent prior to the expiration of the Equity Offering. The Company is not responsible if your broker, dealer, custodian bank or other nominee fails to ensure that all required forms and payments are actually received by the Subscription Agent prior to the expiration of the Equity Offering.

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**FORM OF LETTER TO STOCKHOLDERS WHO ARE
RECORD HOLDERS**

DHT HOLDINGS, INC.

**Subscription Lots, Each Representing 200 Shares of Common Stock and One Share of Series A Participating
Preferred Stock**

**Offered Pursuant to the Subscription Privileges Distributed to
Holders of Record of Common Stock, as of the Record Date,
of DHT Holdings, Inc.**

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Dear Stockholder:

Enclosed for your consideration is a prospectus supplement (the "Prospectus Supplement") dated March 19, 2012 relating to the equity offering (the "Equity Offering") by DHT Holdings, Inc. (the "Company") of non-transferable subscription privileges (each a "Subscription Privilege") to subscribe for and purchase one round subscription lot (a "Subscription Lot") at the purchase price of \$280 (the "Subscription Lot Price"), representing 200 shares of the Company's common stock (the "Common Stock") at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock (the "Preferred Stock") at a purchase price of \$140 per share, distributed to all ultimate holders of record, as reflected on the books and records of The Depository Trust Company and DTC participants as well as registered holders other than DTC, as of 5:00 p.m., New York City time, on March 29, 2012 (such date, the "Record Date," and such holders, the "Record Date Holders"). The Subscription Privileges, the Subscription Lots, the Common Stock and the Preferred Stock are described in the Prospectus Supplement.

The Subscription Privileges will expire if not exercised, at 5:00 p.m., New York City time, on April 27, 2012 (the "Expiration Date"), unless extended by the Company, as described in the Prospectus Supplement.

Upon the satisfaction of certain conditions and subject to adjustments described in the Prospectus Supplement, each share of Preferred Stock will become exchangeable at the holder's option for, and on or after June 30, 2013 will automatically be exchanged for, approximately 200 shares of common stock. Subject to certain adjustments, upon such exchange, each share of Preferred Stock shall entitle the holder thereof to receive 200 shares of Common Stock and, upon the distribution of 200 shares of Common Stock to the holder, each such share of Preferred Stock shall be automatically cancelled and have no further value. The Common Stock is traded on the New York Stock Exchange ("NYSE") under the symbol "DHT." The Subscription Privileges will be evidenced by subscription forms (the "Subscription Forms"), which will be non-transferable. The Preferred Stock will not be listed for trading on any stock exchange.

As described in the Prospectus Supplement, you will receive one Subscription Privilege for every 250 shares of Common Stock carried by us in your account as of 5:00 p.m., New York City time, on the Record Date. Record Date Holders are entitled to participate in the Equity Offering and exercise their Subscription Privileges, prior to the Expiration Date, in accordance with the following:

1. *Basic Subscription Privilege:* Subject to the restrictions described in the Prospectus Supplement, each Subscription Privilege entitles the holder thereof to purchase one Subscription Lot, at a purchase price of \$280, representing 200 shares of Common Stock at a purchase price of \$0.70 per share and one share of Preferred Stock at a purchase price of \$140 per share (the "Basic Subscription Privilege"). A Record Date Holder will only be entitled to subscribe for a whole number of Subscription Lots.
2. *Oversubscription Privilege:* Record Date Holders who fully exercise all of their Basic Subscription Privileges will be entitled to subscribe for any Subscription Lots that remain

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unsubscribed after the exercise of all Basic Subscription Privileges (such unsubscribed Subscription Lots, the "Excess Subscription Lots"), up to a cap of, when taken together with the Subscription Lots purchased pursuant to such holder's Basic Subscription Privilege, 45,720 Subscription Lots (the "Oversubscription Cap"), subject to certain limitations set forth in the Prospectus Supplement (the "Oversubscription Privilege"). The number of Subscription Lots subscribed for by a Record Date Holder pursuant to such Record Date Holder's Oversubscription Privilege is referred to as such holder's "Oversubscription Lots." If there is a sufficient number of Excess Subscription Lots available to fully satisfy the Oversubscription Lots subscribed for by all Record Date Holders, the subscription of each Record Date Holder for Oversubscription Lots will be honored in full, subject to the applicable Oversubscription Cap. If insufficient Subscription Lots are available to fully satisfy the Oversubscription Lot subscriptions of all Record Date Holders, then each Record Date Holder that oversubscribed will be allocated its pro rata portion of the Excess Subscription Lots. For the purposes of this paragraph, "pro rata portion" means the product, rounded down to the nearest whole number, of the number of Excess Subscription Lots multiplied by the quotient determined by dividing (x) such Record Date Holder's Oversubscription Lots by (y) the aggregate Oversubscription Lots of all Record Date Holders. In the event that, after the allocation of the Excess Subscription Lots described above, there remain Excess Subscription Lots that have not been allocated (because of rounding or otherwise), the Subscription Agent shall allocate (by random allocation or such other process as the Subscription Agent shall select in its sole discretion) each remaining Excess Subscription Lot among those Record Date Holders not allocated all of its Oversubscription lots, subject to the Oversubscription Cap.

3. *Limit on Subscription Privilege:* The Company reserves the right, to be exercised in its sole and absolute discretion, to limit the exercise of any Oversubscription Privilege to ensure that no Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, would beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement or to avoid any adverse U.S. federal income tax consequences.

4. *Representations and Warranties:* In submitting the Subscription Form or other documentation to subscribe for any Subscription Lots, each Record Date Holder agrees, represents and warrants that, after giving effect to the purchase of any Common Stock and Preferred Stock by such Record Date Holder, its affiliates and certain groups of shareholders to which such Record Date Holder belongs, in the Equity Offering (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, the Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

Enclosed are copies of the following documents:

1. Prospectus Supplement and accompanying prospectus;
2. Subscription Form;
3. Instructions as to the Use of DHT Holdings, Inc. Subscription Forms; and

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4. A return envelope addressed to American Stock Transfer & Trust Company, LLC, the Subscription Agent.

Your prompt action is requested. To exercise the Subscription Privileges, you must properly complete and sign the Subscription Form and forward it, with payment of the Subscription Lot Price in full for each Subscription Lot subscribed for, as indicated in the Prospectus Supplement in the Section entitled "The Equity Offering."

The Subscription Agent must receive the Subscription Form with payment in full prior to 5:00 p.m., New York City time, on the Expiration Date. FAILURE TO RETURN THE PROPERLY COMPLETED SUBSCRIPTION FORM WITH THE CORRECT PAYMENT WILL RESULT IN YOUR NOT BEING ABLE TO EXERCISE YOUR SUBSCRIPTION PRIVILEGES. ONCE A HOLDER OF THE SUBSCRIPTION PRIVILEGES HAS EXERCISED ITS SUBSCRIPTION PRIVILEGES, SUCH EXERCISE MAY NOT BE REVOKED. ANY SUBSCRIPTION PRIVILEGES NOT EXERCISED PRIOR TO THE EXPIRATION DATE OF THE EQUITY OFFERING WILL EXPIRE WITHOUT ANY VALUE.

Additional copies of the enclosed materials may be obtained from Georgeson Inc., the Information Agent. The Information Agent's telephone number is (212) 440-9800 (for banks and brokerage firms) or (888) 566-3252 (for stockholders). Any questions or requests for assistance concerning the Equity Offering should be directed to the Information Agent.

Very truly yours,

DHT Holdings, Inc.

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**FORM OF LETTER TO NOMINEE HOLDERS WHOSE
CLIENTS ARE BENEFICIAL HOLDERS**

DHT HOLDINGS, INC.

**Subscription Lots, Each Representing 200 Shares of Common Stock and One Share of Series A Participating
Preferred Stock**

**Offered Pursuant to the Subscription Privileges Distributed to
Holders of Record of Common Stock, as of the Record Date,
of DHT Holdings, Inc.**

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To Security Dealers, Commercial Banks, Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus supplement (the "Prospectus Supplement") dated March 19, 2012 relating to the equity offering (the "Equity Offering") by DHT Holdings, Inc. (the "Company") of non-transferable subscription privileges (each a "Subscription Privilege") to subscribe for and purchase one round subscription lot (a "Subscription Lot") at the purchase price of \$280 (the "Subscription Lot Price"), representing 200 shares of the Company's common stock (the "Common Stock") at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock (the "Preferred Stock") at a purchase price of \$140 per share, distributed to all ultimate holders of record, as reflected on the books and records of The Depository Trust Company and DTC participants as well as registered holders other than DTC, as of 5:00 p.m., New York City time, on March 29, 2012 (such date, the "Record Date," and such holders, the "Record Date Holders"). The Subscription Privileges, the Subscription Lots, the Common Stock and the Preferred Stock are described in the Prospectus Supplement.

The Subscription Privileges will expire if not exercised, at 5:00 p.m., New York City time, on April 27, 2012 (the "Expiration Date"), unless extended by the Company, as described in the Prospectus Supplement.

Upon the satisfaction of certain conditions and subject to adjustments described in the Prospectus Supplement, each share of Preferred Stock will become exchangeable at the holder's option for, and on or after June 30, 2013 will automatically be exchanged for, approximately 200 shares of common stock. Subject to certain adjustments, upon such exchange, each share of Preferred Stock shall entitle the holder thereof to receive 200 shares of Common Stock and, upon the distribution of 200 shares of Common Stock to the holder, each such share of Preferred Stock shall be automatically cancelled and have no further value. The Common Stock is traded on the New York Stock Exchange ("NYSE") under the symbol "DHT." The Subscription Privileges will be evidenced by subscription forms (the "Subscription Forms"), which will be non-transferable. The Preferred Stock will not be listed for trading on any stock exchange.

As described in the Prospectus Supplement, you will receive one Subscription Privilege for every 250 shares of Common Stock carried by us in your account as of 5:00 p.m., New York City time, on the Record Date. Record Date Holders are entitled to participate in the Equity Offering and exercise their Subscription Privileges, prior to the Expiration Date, in accordance with the following:

1. *Basic Subscription Privilege:* Subject to the restrictions described in the Prospectus Supplement, each Subscription Privilege entitles the holder thereof to purchase one Subscription Lot, at a purchase price of \$280, representing 200 shares of Common Stock at a purchase price of \$0.70 per share and one share of Preferred Stock at a purchase price of \$140 per share (the "Basic Subscription Privilege"). A Record Date Holder will only be entitled to subscribe for a whole number of Subscription Lots.
2. *Oversubscription Privilege:* Record Date Holders who fully exercise all of their Basic Subscription Privileges will be entitled to subscribe for any Subscription Lots that remain

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unsubscribed after the exercise of all Basic Subscription Privileges (such unsubscribed Subscription Lots, the "Excess Subscription Lots"), up to a cap of, when taken together with the Subscription Lots purchased pursuant to such holder's Basic Subscription Privilege, 45,720 Subscription Lots (the "Oversubscription Cap"), subject to certain limitations set forth in the Prospectus Supplement (the "Oversubscription Privilege"). The number of Subscription Lots subscribed for by a Record Date Holder pursuant to such Record Date Holder's Oversubscription Privilege is referred to as such holder's "Oversubscription Lots." If there is a sufficient number of Excess Subscription Lots available to fully satisfy the Oversubscription Lots subscribed for by all Record Date Holders, the subscription of each Record Date Holder for Oversubscription Lots will be honored in full, subject to the applicable Oversubscription Cap. If insufficient Subscription Lots are available to fully satisfy the Oversubscription Lot subscriptions of all Record Date Holders, then each Record Date Holder that oversubscribed will be allocated its pro rata portion of the Excess Subscription Lots. For the purposes of this paragraph, "pro rata portion" means the product, rounded down to the nearest whole number, of the number of Excess Subscription Lots multiplied by the quotient determined by dividing (x) such Record Date Holder's Oversubscription Lots by (y) the aggregate Oversubscription Lots of all Record Date Holders. In the event that, after the allocation of the Excess Subscription Lots described above, there remain Excess Subscription Lots that have not been allocated (because of rounding or otherwise), the Subscription Agent shall allocate (by random allocation or such other process as the Subscription Agent shall select in its sole discretion) each remaining Excess Subscription Lot among those Record Date Holders not allocated all of its Oversubscription lots, subject to the Oversubscription Cap.

3. *Limit on Subscription Privilege:* The Company reserves the right, to be exercised in its sole and absolute discretion, to limit the exercise of any Oversubscription Privilege to ensure that no Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, would beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement or to avoid any adverse U.S. federal income tax consequences.

4. *Representations and Warranties:* In submitting the Subscription Form or other documentation to subscribe for any Subscription Lots, each Record Date Holder agrees, represents and warrants that, after giving effect to the purchase of any Common Stock and Preferred Stock by such Record Date Holder, its affiliates and certain groups of shareholders to which such Record Date Holder belongs, in the Equity Offering (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, the Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

We are asking persons who hold shares of Common Stock beneficially and who have received the Subscription Privileges through a broker, dealer, custodian bank or other nominee, as well as persons who hold certificates of Common Stock directly and prefer to have such institutions effect transactions relating to the Subscription Privileges on their behalf, to contact the appropriate institution or nominee and request it to effect the transactions for them.

The Company will pay all fees charged by the Subscription Agent and the fees charged by the Information Agent. You are responsible for paying any other commissions, fees, taxes or other expenses incurred in connection

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with the exercise of the Subscription Privileges. Neither we nor the Subscription Agent nor the Information Agent will pay such expenses.

Enclosed are copies of the following documents:

1. Prospectus Supplement and accompanying prospectus;
2. Subscription Form;
3. Instructions as to the Use of DHT Holdings, Inc. Subscription Forms; and
4. A return envelope addressed to American Stock Transfer & Trust Company, LLC, the Subscription Agent.

Your prompt action is requested. To exercise the Subscription Privileges, you should deliver the properly completed and signed Subscription Form, with payment of the Subscription Lot Price in full for each Subscription Lot subscribed for, to the Subscription Agent, as indicated in the Prospectus Supplement. The Subscription Agent must receive the Subscription Form with payment in full prior to 5:00 p.m., New York City time, on the Expiration Date. **FAILURE TO RETURN THE PROPERLY COMPLETED SUBSCRIPTION FORM WITH THE CORRECT PAYMENT WILL RESULT IN YOUR NOT BEING ABLE TO EXERCISE YOUR SUBSCRIPTION PRIVILEGES. ONCE A HOLDER OF THE SUBSCRIPTION PRIVILEGES HAS EXERCISED ITS SUBSCRIPTION PRIVILEGES, SUCH EXERCISE MAY NOT BE REVOKED. ANY SUBSCRIPTION PRIVILEGES NOT EXERCISED PRIOR TO THE EXPIRATION DATE OF THE EQUITY OFFERING WILL EXPIRE WITHOUT ANY VALUE.**

Additional copies of the enclosed materials may be obtained from Georgeson Inc., the Information Agent. The Information Agent's telephone number is (212) 440-9800 (for banks and brokerage firms) or (888) 566-3252 (for stockholders). Any questions or requests for assistance concerning the Equity Offering should be directed to the Information Agent.

NOTHING IN THE PROSPECTUS SUPPLEMENT OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON ACTING AS AN AGENT OF DHT HOLDINGS, INC., THE SUBSCRIPTION AGENT OR ANY OTHER PERSON MAKING OR DEEMED TO BE MAKING OFFERS OF THE SECURITIES ISSUABLE UPON VALID EXERCISE OF THE SUBSCRIPTION PRIVILEGES, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EQUITY OFFERING EXCEPT FOR STATEMENTS MADE IN THE PROSPECTUS SUPPLEMENT.

Very truly yours,

DHT Holdings, Inc.

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FORM OF LETTER TO CLIENTS OF NOMINEE HOLDERS

DHT HOLDINGS, INC.

Subscription Lots, Each Representing 200 Shares of Common Stock and One Share of Series A Participating Preferred Stock

Offered Pursuant to the Subscription Privileges Distributed to Holders of Record of Common Stock, as of the Record Date, of DHT Holdings, Inc.

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To Our Clients:

Enclosed for your consideration is a prospectus supplement (the "Prospectus Supplement") dated March 19, 2012 relating to the equity offering (the "Equity Offering") by DHT Holdings, Inc. (the "Company") of non-transferable subscription privileges (each a "Subscription Privilege") to subscribe for and purchase one round subscription lot (a "Subscription Lot") at the purchase price of \$280 (the "Subscription Lot Price"), representing 200 shares of the Company's common stock (the "Common Stock") at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock (the "Preferred Stock") at a purchase price of \$140 per share, distributed to all ultimate holders of record, as reflected on the books and records of The Depository Trust Company and DTC participants as well as registered holders other than DTC, as of 5:00 p.m., New York City time, on March 29, 2012 (such date, the "Record Date," and such holders, the "Record Date Holders"). The Subscription Privileges, the Subscription Lots, the Common Stock and the Preferred Stock are described in the Prospectus Supplement.

The Subscription Privileges will expire if not exercised, at 5:00 p.m., New York City time, on April 27, 2012 (the "Expiration Date"), unless extended by the Company, as described in the Prospectus Supplement.

Upon the satisfaction of certain conditions and subject to adjustments described in the Prospectus Supplement, each share of Preferred Stock will become exchangeable at the holder's option for, and on or after June 30, 2013 will automatically be exchanged for, approximately 200 shares of common stock. Subject to certain adjustments, upon such exchange, each share of Preferred Stock shall entitle the holder thereof to receive 200 shares of Common Stock and, upon the distribution of 200 shares of Common Stock to the holder, each such share of Preferred Stock shall be automatically cancelled and have no further value. The Common Stock is traded on the New York Stock Exchange ("NYSE") under the symbol "DHT." The Subscription Privileges will be evidenced by subscription forms (the "Subscription Forms"), which will be non-transferable. The Preferred Stock will not be listed for trading on any stock exchange.

As described in the Prospectus Supplement, you will receive one Subscription Privilege for every 250 shares of Common Stock carried by us in your account as of 5:00 p.m., New York City time, on the Record Date. Record Date Holders are entitled to participate in the Equity Offering and exercise their Subscription Privileges, prior to the Expiration Date, in accordance with the following:

1. *Basic Subscription Privilege:* Subject to the restrictions described in the Prospectus Supplement, each Subscription Privilege entitles the holder thereof to purchase one Subscription Lot, at a purchase price of \$280, representing 200 shares of Common Stock at a purchase price of \$0.70 per share and one share of Preferred Stock at a purchase price of \$140 per share (the "Basic Subscription Privilege"). A Record Date Holder will only be entitled to subscribe for a whole number of Subscription Lots.
2. *Oversubscription Privilege:* Record Date Holders who fully exercise all of their Basic Subscription Privileges will be entitled to subscribe for any Subscription Lots that remain unsubscribed after the exercise of all Basic Subscription Privileges (such unsubscribed

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Subscription Lots, the "Excess Subscription Lots"), up to a cap of, when taken together with the Subscription Lots purchased pursuant to such holder's Basic Subscription Privilege, 45,720 Subscription Lots (the "Oversubscription Cap"), subject to certain limitations set forth in the Prospectus Supplement (the "Oversubscription Privilege"). The number of Subscription Lots subscribed for by a Record Date Holder pursuant to such Record Date Holder's Oversubscription Privilege is referred to as such holder's "Oversubscription Lots." If there is a sufficient number of Excess Subscription Lots available to fully satisfy the Oversubscription Lots subscribed for by all Record Date Holders, the subscription of each Record Date Holder for Oversubscription Lots will be honored in full, subject to the applicable Oversubscription Cap. If insufficient Subscription Lots are available to fully satisfy the Oversubscription Lot subscriptions of all Record Date Holders, then each Record Date Holder that oversubscribed will be allocated its pro rata portion of the Excess Subscription Lots. For the purposes of this paragraph, "pro rata portion" means the product, rounded down to the nearest whole number, of the number of Excess Subscription Lots multiplied by the quotient determined by dividing (x) such Record Date Holder's Oversubscription Lots by (y) the aggregate Oversubscription Lots of all Record Date Holders. In the event that, after the allocation of the Excess Subscription Lots described above, there remain Excess Subscription Lots that have not been allocated (because of rounding or otherwise), the Subscription Agent shall allocate (by random allocation or such other process as the Subscription Agent shall select in its sole discretion) each remaining Excess Subscription Lot among those Record Date Holders not allocated all of its Oversubscription lots, subject to the Oversubscription Cap.

3. *Limit on Subscription Privilege:* The Company reserves the right, to be exercised in its sole and absolute discretion, to limit the exercise of any Oversubscription Privilege to ensure that no Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, would beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement or to avoid any adverse U.S. federal income tax consequences.

4. *Representations and Warranties:* In submitting the Subscription Form or other documentation to subscribe for any Subscription Lots, each Record Date Holder agrees, represents and warrants that, after giving effect to the purchase of any Common Stock and Preferred Stock by such Record Date Holder, its affiliates and certain groups of shareholders to which such Record Date Holder belongs, in the Equity Offering (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, the Record Date Holder, together with its affiliates and certain groups of shareholders to which such Record Date Holder belongs, will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

THE MATERIALS ENCLOSED ARE BEING FORWARDED TO YOU AS THE BENEFICIAL OWNER OF COMMON STOCK CARRIED BY US IN YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. EXERCISES OF THE SUBSCRIPTION PRIVILEGES MAY BE MADE ONLY BY US AS THE RECORD OWNER AND PURSUANT TO YOUR INSTRUCTIONS. Accordingly, we request instructions as to whether you wish us to elect to subscribe for any Subscription Lots to which you are entitled pursuant to the terms and subject to the conditions set forth in the enclosed Prospectus Supplement. We urge you to read the Prospectus Supplement carefully before instructing us to exercise your Subscription Privileges.

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If you wish to have us, on your behalf, exercise the Subscription Privileges for any Subscription Lots to which you are entitled, please so instruct us by completing, executing and returning to us the Beneficial Owner Election Form attached hereto.

Your instructions to us should be forwarded as promptly as possible in order to permit us to exercise the Subscription Privileges on your behalf in accordance with the provisions of the Equity Offering. The Equity Offering will expire at 5:00 p.m., New York City time, on the Expiration Date. Once you have exercised your Subscription Privileges, such exercise may not be revoked.

Additional copies of the enclosed materials may be obtained from Georgeson Inc., the Information Agent. The Information Agent's telephone number is (212) 440-9800 (for banks and brokerage firms) or (888) 566-3252 (for stockholders). Any questions or requests for assistance concerning the Equity Offering should be directed to the Information Agent.

Very truly yours,

DHT Holdings, Inc.

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BENEFICIAL OWNER ELECTION FORM

The undersigned acknowledges receipt of our letter and the enclosed materials relating to the grant by DHT Holdings, Inc. (the "Company") of non-transferable subscription privileges (each a "Subscription Privilege") to subscribe for and purchase one round subscription lot (a "Subscription Lot") at the purchase price of \$280 (the "Subscription Lot Price"), representing 200 shares of the Company's common stock (the "Common Stock") at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock (the "Preferred Stock") at a purchase price of \$140 per share, distributed to all ultimate holders of record, as reflected on the books and records of The Depository Trust Company and DTC participants as well as registered holders other than DTC, as of 5:00 p.m., New York City time, on March 29, 2012 (such date, the "Record Date," and such holders, the "Record Date Holders").

This will instruct us whether to exercise your Subscription Privileges to purchase Subscription Lots, pursuant to the terms and subject to the conditions set forth in the Company's prospectus supplement (the "Prospectus Supplement") dated March 19, 2012 and the related "Instructions as to Use of DHT Holdings, Inc. Subscription Forms."

I (we) hereby instruct you as follows:

(CHECK THE APPLICABLE BOXES AND PROVIDE ALL REQUIRED INFORMATION)

Box 1. Please DO NOT EXERCISE THE SUBSCRIPTION PRIVILEGES to purchase Subscription Lots.

Box 2. Please EXERCISE THE SUBSCRIPTION PRIVILEGES to purchase Subscription Lots as set forth below:

Number of Subscription Lots being purchased:

(a) EXERCISE OF BASIC SUBSCRIPTION PRIVILEGES:

I subscribe for _____ Subscription Lots x \$ 280 = \$ _____
(no. of Subscription Lots) (Subscription Lot Price) (payment amount enclosed)

(b) EXERCISE OF OVERSUBSCRIPTION PRIVILEGES:

If you wish to subscribe for additional Subscription Lots pursuant to your Oversubscription Privilege:

I subscribe for _____ Subscription Lots x \$ 280 = \$ _____
(no. of Subscription Lots) (Subscription Lot Price) (payment amount enclosed)

NOTE: IF INSUFFICIENT SUBSCRIPTION LOTS ARE AVAILABLE TO FULLY SATISFY THE OVERSUBSCRIPTION PRIVILEGE REQUESTS OF ALL SUBSCRIPTION PRIVILEGE HOLDERS, THE AVAILABLE UNSUBSCRIBED SUBSCRIPTION LOTS WILL BE ALLOCATED ON A PRO

(c) Total Amount of Payment Enclosed = \$ _____

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I am (we are) making the total subscription payment required in the following manner:

Box 3. Payment in the following amount is enclosed: \$ _____; or

Box 4. Please deduct payment of \$ _____ from the following account maintained by you as follows:

Type of Account: _____

Account No.: _____

(The total of Box 3 and Box 4 must equal the total subscription payment specified above.)

I (we) on my (our) own behalf, or on behalf of any person(s) on whose behalf, or under whose directions, I am (we are) signing this form:

- irrevocably elect to purchase the number of Subscription Lots indicated above upon the terms and conditions specified in the Prospectus Supplement;
- agree that if I (we) fail to pay for the Subscription Lots I (we) have elected to purchase, you may exercise any remedies available to you under law;
- understand that my (our) exercise of the Subscription Privilege may not be withdrawn; and
- agree, represent and warrant that, after giving effect to the purchase in the Equity Offering of any Common Stock and Preferred Stock (including any Common Stock and Preferred Stock purchased pursuant to the Oversubscription Privilege described above), as of May 2, 2012, I (we), any of my (our) affiliates and certain groups of shareholders to which I (we) belong will not beneficially own more than 9.99% of the aggregate voting power of the Company's outstanding capital stock after giving effect to the transactions contemplated in the Prospectus Supplement.

Name of beneficial owner(s):

Signature of beneficial owner(s):

If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or another acting in a fiduciary or representative capacity, please provide the following information:

Name:

Capacity:

Address (including Zip Code):

Telephone Number:

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FORM OF NOMINEE HOLDER CERTIFICATION

The undersigned, a bank, broker, custodian bank or other nominee holder of non-transferable subscription privileges (each a "Subscription Privilege"), granted by DHT Holdings, Inc. (the "Company") to the ultimate holders of record, as reflected on the books and records of The Depository Trust Company and DTC participants as well as registered holders other than DTC, as of 5:00 p.m., New York City time, on March 29, 2012 (such date, the "Record Date," and such holders, the "Record Date Holders"), to subscribe for and purchase one round subscription lot (a "Subscription Lot") at the purchase price of \$280, representing 200 shares of the Company's common stock (the "Common Stock") at a purchase price of \$0.70 per share and one share of the Company's Series A Participating Preferred Stock (the "Preferred Stock") at a purchase price of \$140 per share pursuant to the equity offering (the "Equity Offering") described in the Company's prospectus supplement dated March 19, 2012, hereby certifies to the Company and to American Stock Transfer & Trust Company, LLC, as subscription agent for the Equity Offering, that the undersigned has:

(1) exercised the number of Subscription Privileges specified below on behalf of beneficial owners (which may include the undersigned); and

(2) listed separately below for each beneficial owner (without identifying the beneficial owner) the number of Subscription Privileges each beneficial owner has elected to exercise.

The undersigned further certifies that each subscriber for whose account the undersigned is subscribing for Subscription Lots is a bona fide beneficial owner of Common Stock as of 5:00 p.m., New York City time, on the Record Date for the Equity Offering and that such beneficial ownership is reflected on the undersigned's records. The undersigned agrees to provide the Company or its designee with such additional information as the Company deems reasonably necessary to verify the foregoing.

Number of Shares of Common

Number of Basic Subscription

Number of Oversubscription

Provide the following information if applicable:
Depository Trust Company ("DTC")

Participant Number: _____

Participant Name: _____

By: _____

Name: _____

Title: _____

DTC Subscription Confirmation Number(s)