
SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

(Amendment No.2)¹

DHT Maritime, Inc.
(Name of Issuer)

Common Stock, \$0.01 Par Value
(Title of Class of Securities)

Y2065G105
(CUSIP Number)

Jerome J. Lande
MMI Investments, L.P.
1370 Avenue of the Americas
New York, New York 10019
(212) 586-4333
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 15, 2010
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box o.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1.	NAMES OF REPORTING PERSONS.....MMI Investments, L.P. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) x (b) o
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	WC
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	o
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	Delaware
NUMBER OF SHARES	7. SOLE VOTING POWER	4,362,900
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8. SHARED VOTING POWER	- 0 -
	9. SOLE DISPOSITIVE POWER	4,362,900
	10. SHARED DISPOSITIVE POWER	- 0 -
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	4,362,900
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	o
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	9.0%
14.	TYPE OF REPORTING PERSON	PN

1.	NAMES OF REPORTING PERSONS....MCM Capital Management, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) x (b) o
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	AF
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	o
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	Delaware
NUMBER OF SHARES	7. SOLE VOTING POWER	4,362,900
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8. SHARED VOTING POWER	- 0 -
	9. SOLE DISPOSITIVE POWER	4,362,900
	10. SHARED DISPOSITIVE POWER	- 0 -
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	4,362,900
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	o
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	9.0%
14.	TYPE OF REPORTING PERSON	OO

1.	NAMES OF REPORTING PERSONS.....Clay B. Lifflander I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) x (b) o
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	o
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	USA
NUMBER OF SHARES	7. SOLE VOTING POWER	- 0 -*
BENEFICIALLY OWNED BY	8. SHARED VOTING POWER	- 0 -
EACH REPORTING	9. SOLE DISPOSITIVE POWER	- 0 -*
PERSON WITH	10. SHARED DISPOSITIVE POWER	- 0 -
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	- 0 -*
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	o
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	0%*
14.	TYPE OF REPORTING PERSON	IN

* See Item 5.

1.	NAMES OF REPORTING PERSONS.....Robert Cowen I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) x (b) o
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	PF
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	o
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	USA
	NUMBER OF SHARES	
	7. SOLE VOTING POWER	39,000
	BENEFICIALLY OWNED BY	
	8. SHARED VOTING POWER	- 0 -*
	EACH REPORTING	
	9. SOLE DISPOSITIVE POWER	39,000
	PERSON WITH	
	10. SHARED DISPOSITIVE POWER	- 0 - *
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	39,000*
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	o
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	Less than 1%*
14.	TYPE OF REPORTING PERSON	IN

*See Item 5.

The following constitutes Amendment No. 2 to the original Schedule 13D filed by the undersigned ("Amendment No. 2"). This Amendment No. 2 amends the Schedule 13D as specifically set forth.

Item 3. Source and Amount of Funds or Other Consideration

The first paragraph of Item 3 is hereby amended and restated to read as follows:

The aggregate purchase price of the 4,362,900 Shares owned by MMI Investments is \$17,193,169; the source of funds is MMI Investments' working capital.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following:

On March 15, 2010, in accordance with the terms of the Issuer's Bylaws, MMI Investments delivered a letter to the Issuer nominating Mr. Cowen, as set forth therein (the "Nomination Letter"), for election to the Board at the Issuer's 2010 annual meeting of shareholders, or any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Annual Meeting").

Item 5. Interest in Securities of the Issuer

Items 5(a), (b) and (c) are hereby amended and restated to read as follows:

(a)-(b) The aggregate percentage of Shares reported owned by each Reporting Person is based upon 48,702,181 Shares outstanding as of March 1, 2010, which is the total number of Shares outstanding as reported in the Issuer's Form 6-K filed with the SEC on March 1, 2010.

As of the close of business on March 16, 2010, MMI Investments directly owned 4,362,900 Shares, constituting approximately 9.0% of the Shares outstanding. MMI Investments has the sole power to direct the vote and disposition of such Shares on the date of this Statement. MCM does not directly own any Shares. However, by virtue of being the general partner of MMI Investments, MCM may be deemed to be the beneficial owner of the Shares owned by MMI Investments and to have sole power over the voting and disposition of such Shares as a result of its having the sole power to make voting and disposition decisions on behalf of MMI Investments with respect to such Shares. Mr. Lifflander does not directly own any Shares. However, as a member of a "group" for the purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended, Mr. Lifflander may be deemed to beneficially own the Shares owned by MMI Investments. Mr. Lifflander disclaims beneficial ownership of such Shares, except to the extent of his pecuniary interest therein.

As of the close of business on March 16, 2010, Mr. Cowen directly owned through joint brokerage accounts with his spouse 39,000 Shares, constituting less than one percent of the Shares outstanding. Mr. Cowen, as a member of a "group" for the purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended, may be deemed to beneficially own the 4,362,900 Shares owned by MMI Investments. Mr. Cowen disclaims beneficial ownership of the Shares owned by MMI Investments and Mr. Cowen's spouse disclaims beneficial ownership of the Shares owned by Mr. Cowen.

Except as described above, as of the date hereof, to the Reporting Persons' knowledge, none of the persons listed on Schedule I owns any Shares or has any right to acquire, directly or indirectly, any beneficial ownership of Shares.

(c) Schedule A annexed hereto lists all transactions in the Shares by the Reporting Persons since the filing of Amendment No. 1 to the Schedule 13D. All of such transactions were effected in the open market, unless otherwise specified.

Item 6. Contracts, Arrangements, Understandings, or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On March 15, 2010, the Reporting Persons entered into a Joint Filing and Solicitation Agreement in which, among other things, (a) the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer, (b) the Reporting Persons agreed to solicit proxies or written consents for the election of Mr. Cowen or any other person nominated by MMI Investments to the Issuer's Board of Directors at the Annual Meeting (the "Solicitation"), and (c) MMI Investments agreed to bear all expenses incurred in connection with the Group's activities, including approved expenses incurred by any of the parties in connection with the Solicitation, subject to certain limitations. A copy of this agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Pursuant to an indemnification letter agreement, MMI Investments has agreed to indemnify Mr. Cowen against any and all claims of any nature arising from the Solicitation and any related transactions. The indemnification letter agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

On March 17, 2010, MMI Investments and Mr. Cowen entered into Amendment No. 1 to the Consulting Agreement, dated November 19, 2009 (the "Amendment"). The Amendment will become effective as of the date, if any, on which Mr. Cowen is actually appointed or elected to the Board of the Issuer. Pursuant to the Amendment, Mr. Cowen's obligation to serve as an advisor to MMI Investments with respect to its investment in the Issuer will be terminated. Furthermore, the Amendment provides that Mr. Cowen shall not, directly or indirectly, share any information about the Issuer with MMI Investments or influence or attempt to influence MMI Investments' investment policy regarding the Issuer or any other company. The Amendment also provides that MMI Investments shall not take any action to, directly or indirectly, influence or attempt to influence Mr. Cowen's decisions as a director or director nominee.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to include the following exhibits:

- 99.1 Joint Filing and Solicitation Agreement by and among MMI Investments, L.P., MCM Capital Management, LLC, Clay B. Lifflander and Robert Cowen, dated March 15, 2010.
- 99.2 Indemnification Letter Agreement, dated March 15, 2010.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 17, 2010

MMI INVESTMENTS, L.P.

By: MCM Capital Management, LLC
General Partner

By: /s/ JEROME J. LANDE
Jerome J. Lande
Executive Vice President

MCM CAPITAL MANAGEMENT, LLC

By: /s/ JEROME J. LANDE
Jerome J. Lande
Executive Vice President

/s/ CLAY B. LIFFLANDER
Clay B. Lifflander

/s/ ROBERT COWEN
Robert Cowen

SCHEDULE A

Transactions in the Shares Since the Filing of Amendment No. 1 to the Schedule 13D

Shares of Common Stock <u>Purchased / (Sold)</u>	Price Per <u>Share(\$)</u>	Date of <u>Purchase / Sale</u>
<u>MMI Investments, L.P.</u>		
37,900	4.16	03/12/10

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of DHT Holdings, Inc., a Marshall Islands Corporation (the "Company");

WHEREAS, MMI Investments, L.P., a Delaware limited partnership ("MMI Investments"), MCM Capital Management, LLC, a Delaware limited liability company, Clay B. Lifflander and Robert Cowen, wish to form a group for the purpose of seeking representation on the Board of Directors of the Company at the 2010 annual meeting of stockholders of the Company, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "2010 Annual Meeting") and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 15th day of March 2010 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned (collectively, the "Group") agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of his/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member has actual knowledge that such information is inaccurate. MMI Investments or its representative shall provide each member of the Group with copies of all Schedule 13D filings and other public filings to be filed on behalf of such member and any press release or stockholder communication as contemplated by Section 5 in which any member of the Group is named as soon as practicable prior to the filing or submission or dissemination or release thereof.

2. So long as this agreement is in effect, each of the undersigned shall provide written notice to Olshan Grundman Frome Rosenzweig & Wolosky LLP ("Olshan") of (i) any of their purchases or sales of securities of the Company; or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. Notice shall be given no later than 24 hours after each such transaction.

3. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies or written consents for the election of the person nominated by the Group to the Board of Directors of the Company at the 2010 Annual Meeting, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

4. MMI Investments shall have the right to pre-approve all expenses incurred in connection with the Group's activities and agrees to pay directly all such pre-approved expenses.

5. Each of the undersigned agrees that any SEC filing, press release or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 3 shall be first approved by MMI Investments, or its representatives, which approval shall not be unreasonably withheld.

6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as he/it deems appropriate, in his/its sole discretion, provided that all such sales are made in compliance with all applicable securities laws.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

8. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the State of New York.

9. Any party hereto may terminate his/its obligations under this Agreement on 24 hours' written notice to all other parties, with a copy by fax to Steven Wolosky at Olshan, Fax No. (212) 451-2222.

10. Each party acknowledges that Olshan shall act as counsel for both the Group and MMI Investments and its affiliates relating to their investment in the Company.

11. Each of the undersigned parties hereby agrees that this Agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MMI INVESTMENTS, L.P.

By: MCM Capital Management, LLC
General Partner

By: /s/ JEROME J. LANDE
Jerome J. Lande
Executive Vice President

MCM CAPITAL MANAGEMENT, LLC

By: /s/ JEROME J. LANDE
Jerome J. Lande
Executive Vice President

 /s/ CLAY B. LIFFLANDER
Clay B. Lifflander

 /s/ ROBERT COWEN
Robert Cowen

[MMI Investments, L.P. Letterhead]

March 15, 2010

Robert N. Cowen
200 East 71st Street, Apt. 16J
New York, New York 10021

Re: DHT Holdings, Inc.

Dear Mr. Cowen:

In connection with the proxy solicitation that MMI Investments, L.P. (the "Indemnifying Party") is considering undertaking to nominate and elect a director at DHT Holdings, Inc.'s 2010 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"), the Indemnifying Party hereby agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims that are judicially determined to have arisen from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, or written provision to the Indemnifying Party of materially false or misleading information (including false or misleading information on any questionnaire you are requested to complete by the Indemnifying Party). This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses as they are incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Indemnifying Party reasonably prompt written notice of such claim or Loss (provided that failure to promptly notify the Indemnifying Party shall not relieve them from any liability which they may have on account of this letter agreement, except to the extent the Indemnifying Party shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Indemnifying Party will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. The Indemnifying Party may not enter into any settlement of Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim. Notwithstanding anything to the contrary set forth in this letter agreement, the Indemnifying Party shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without the Indemnifying Party's prior written approval (it being hereby acknowledged and agreed by the Indemnifying Party that Dickstein Shapiro LLP is satisfactory counsel). In addition, you agree not to enter into any settlement of Loss or claim without the written consent of the Indemnifying Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, you shall have the right to employ separate counsel at our expense and to control your own defense of such action or proceeding if, in the reasonable written opinion of counsel to you, (i) there are or may be substantive legal defenses available to you that are different from or additional to those available to the Indemnifying Party, or (ii) a conflict of interest may arise between the positions of you and the Indemnifying Party in conducting the defense of any such action that would make such separate representation advisable; provided, however, that in no event shall the Indemnifying Party be required to pay fees and expenses under this indemnity for more than one firm of attorneys (in addition to local counsel) in any jurisdiction in any one legal action or group of related legal actions.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

* * *

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

MMI INVESTMENTS, L.P.

By: MCM Capital Management, LLC
General Partner

By: /s/ JEROME J. LANDE
Jerome J. Lande
Executive Vice President

ACCEPTED AND AGREED:

/s/ ROBERT N. COWEN
ROBERT N. COWEN

