

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 2)***

Danaos Corporation
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

Y1968P121
(CUSIP Number)

Hamburg Commercial Bank AG
Gerhart-Hauptmann-Platz 50
20095 Hamburg, Germany
Tel: +49 40 3333-0

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 9, 2020
(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* 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 ("Act") 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:
Hamburg Commercial Bank AG (formerly known as HSH Nordbank AG)

2. Check the Appropriate Box if a Member of a Group (a) (b)

3. SEC Use Only

4. Source of Funds (See Instructions): OO (See Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization: Germany

Number of	7. Sole Voting Power:	0
Shares Beneficially	8. Shared Voting Power:	0
Owned by		
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 if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11): 0.0%

14. Type of Reporting Person (See Instructions): BK

Explanatory Note

This Amendment No. 2 to Schedule 13D (this "Amendment") amends the initial Schedule 13D (the "Initial Schedule 13D") filed by Hamburg Commercial Bank AG (formerly known as HSH Nordbank AG) (the "Reporting Person") with the United States Securities and Exchange Commission (the "SEC") on August 17, 2018, as amended by Amendment No. 1 to Schedule 13D filed by the Reporting Person with the SEC on December 17, 2018 (the Initial Schedule 13D, as amended by Amendment No. 1 to Schedule 13D, the "Schedule 13D"). The Schedule 13D, as amended by this Amendment, relates to the common stock, par value \$0.01 per share (the "Common Stock"), of Danaos Corporation, a Marshall Islands corporation (the "Company").

Item 2. Identity and Background.

The first paragraph of Item 2 of the Schedule 13D is hereby amended and restated as follows, in order to reflect the change in the legal name of the Reporting Person:

This Schedule 13D is being filed by Hamburg Commercial Bank AG (formerly known as HSH Nordbank AG), a corporation organized under the laws of the Federal Republic of Germany (the "Reporting Person"). The address of the principal place of business of the Reporting Person is Gerhart-Hauptmann-Platz 50, 20095 Hamburg, Germany.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended by deleting the text thereof in its entirety and substituting the following in lieu thereof:

On November 9, 2020, the Reporting Person and Promontoria North Shipping Designated Activity Company ("Promontoria") entered into an Elevation Agreement (the "Elevation Agreement") pursuant to which full legal title in the 3,138,748 shares of Common Stock previously reported in this Schedule 13D as beneficially owned by the Reporting Person (as adjusted to give effect to the Company's 1-for-14 reverse stock split implemented on May 2, 2019), has been transferred, distributed and elevated from the Reporting Person to Promontoria. As of the date hereof and as a result of the Elevation Agreement, the Reporting Person does not beneficially own any shares of Common Stock. Pursuant to the terms of the Elevation Agreement, the Reporting Person assigned to Promontoria all rights and obligations of the Reporting Person under the Stockholders Agreement and the Registration Rights Agreement which the Company had previously entered into with Reporting Person, among other parties. This description of the Elevation Agreement is qualified in its entirety by the terms of the Elevation Agreement, which is filed as an exhibit to this Schedule 13D.

During the sixty (60) days prior to November 9, 2020 (the "Event Date"), and from the Event Date to the filing date of this Schedule 13D, there were no purchases or sales of shares of the Common Stock, or securities convertible into or exchangeable for shares of the Common Stock, by the Reporting Person or any person or entity for which the Reporting Person possesses voting or dispositive control over the securities thereof, except as expressly set forth in this Schedule 13D.

On November 9, 2020, the Reporting Person ceased to be the beneficial owner of more than five percent of the Common Stock.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended to include the following exhibit:

Exhibit 7.6 Elevation Agreement, dated as of November 9, 2020.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 9, 2020

HAMBURG COMMERCIAL BANK AG

By: /s/ N. Krüger

Name: N. Krüger
Title: Director

By: /s/ M. Eltermann

Name: M. Eltermann
Title: Authorized Signatory

Attention: Intentional misstatements or omissions of fact constitute
Federal criminal violations (see 18 U.S.C. 1001).

ELEVATION AGREEMENT

THIS ELEVATION AGREEMENT (this “Agreement”), dated as of November 9, 2020 (the “Effective Date”), is made and entered into by and between HAMBURG COMMERCIAL BANK AG (formerly known as HSH Nordbank AG), a joint stock corporation organized under the laws of the Federal Republic of Germany (the “Transferor”), and PROMONTORIA NORTH SHIPPING DESIGNATED ACTIVITY COMPANY, a designated activity company limited by shares organized under the laws of the Republic of Ireland (the “Transferee” and, along with the Transferor, each a “Party” and collectively the “Parties”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Sub-Participation Agreement (as such term is defined below).

WITNESSETH:

WHEREAS, the Transferor is the owner of 3,138,748 shares of common stock, par value \$0.01 per share (the “Shares”), of Danaos Corporation, a corporation organized under the laws of the Marshall Islands (the “Company”);

WHEREAS, the Transferor and the Transferee are parties to that certain Master Funded Sub-Participation and Trust Agreement, dated as of November 29, 2018 (the “Sub-Participation Agreement”), relating to, among other things, the Shares held by the Transferor;

WHEREAS, pursuant to the terms of the Sub-Participation Agreement, the Transferor retained legal title to the Shares, but the entirety of the economic interest in the Shares is held by the Transferee, and the Transferor is required to carry out the instructions of the Transferee with respect to the Shares;

WHEREAS, the Parties now desire to effectuate the transfer, distribution and elevation of the Shares from the Transferor to the Transferee, such that full legal and record title in and to the Shares shall be transferred and assigned from the Transferor to the Transferee (the “Elevation”);

WHEREAS, immediately following and as a result of the Elevation, the Transferor will no longer have any direct or indirect interest in the Shares, and the Transferee will possess all legal and beneficial interests in the Shares;

WHEREAS, in connection with the Elevation, the Parties desire to take such actions as are necessary to effect the Elevation and vest legal title in the Shares in the Transferee, and take such further actions as necessary to assign to the Transferee all rights and obligations of the Transferor under the Registration Rights Agreement and the Stockholders Agreement (as such terms are defined below); and

WHEREAS, the Parties desire to enter into this Agreement in order to effect the Elevation, all as more particularly set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Elevation of Shares & Transfer of Legal Title.

(a) In order to effectuate the Elevation, effective as of the Effective Date, the Transferor hereby transfers, conveys, assigns, delivers, distributes and elevates to the Transferee, and the Transferee hereby acquires, receives and accepts from the Transferor, the Shares, such that full legal and record title in and to the Shares is hereby transferred and assigned from the Transferor to the Transferee. No additional consideration shall be paid or be payable from the Transferee to the Transferor in consideration of the Elevation effectuated pursuant to this Section 1(a) or otherwise pursuant to this Agreement.

(b) Immediately following and as a result of the Elevation effectuated pursuant to Section 1(a), the Transferor will no longer have any direct or indirect interest in the Shares, and the Transferee will possess all legal and beneficial interests in the Shares.

Section 2. Transfer Documentation; Assignment and Assumption Agreements and Other Deliveries; Further Assurances.

(a) Upon (and, to the extent necessary, following) the Effective Date, the Parties shall cooperate with one another in taking such action and executing and delivering such documents and providing such information as may be necessary to cause the Elevation and corresponding transfer of legal title in the Shares from the Transferor to the Transferee as contemplated by Section

1(a) to be appropriately documented and registered, including without limitation providing any information as may be required to the Company's transfer agent, and delivering and executing and/or endorsing, as applicable, any certificates, transfer request forms, stock powers and other documentation.

(b) On or promptly after the Effective Date, the Parties shall execute and deliver to each other assignment and assumption agreements (the "Assignment and Assumption Agreements") to assign to the Transferee all rights and obligations of the Transferor under that certain Registration Rights Agreement, dated as of August 10, 2018, by and among the Company, the Transferor and other stockholders of the Company (the "Registration Rights Agreement"), and under that certain Stockholders Agreement, dated as of August 10, 2018, by and among the Company, the Transferor and other stockholders of the Company (the "Stockholders Agreement"), and any other agreement relating or connected to the Shares or the rights of any holder of the Shares. On or promptly after the Effective Date, (i) the Parties shall deliver appropriate notices to the parties to the Registration Rights Agreement and the Stockholders Agreement in accordance with the terms thereof, notifying such parties of the substitution in parties pursuant to the assignments effectuated pursuant to the Assignment and Assumption Agreements and the resulting change in address and contact details for purposes of the notice provisions of such agreements, and (ii) the Transferee shall deliver to the Company a completed Selling Securityholder Questionnaire in order to provide the Company with information in connection with the Company's registration statement with respect to the Shares.

(c) In the event that any additional agreements, transfer documents, instruments, or other actions are required in the reasonable opinion of any of the Parties hereto, the Company or any other person or entity in order to effectuate the intents and purposes of this Agreement and the transactions contemplated hereby, each of the Parties hereto shall prepare, execute and deliver the additional agreements, transfer documents and other instruments in mutually acceptable form, and take the other further actions as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated hereby.

Section 3. Mutual Representations of the Transferor and the Transferee. Each of the Transferor and the Transferee hereby represents and warrants to the other Party as of the Effective Date that:

(a) it is duly organized and validly existing under the laws of its jurisdiction of organization, in good standing under such laws, and has full power and authority and has taken all action necessary to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) the making and performance by it of this Agreement does not and will not violate any law or regulation of the jurisdiction under which it exists, any other law applicable to it or any other agreement to which it is a party or by which it is bound;

(c) this Agreement has been duly and validly authorized, executed and delivered by it and is legal, valid, binding and enforceable against it in accordance with its terms except that the enforceability may be limited by bankruptcy, insolvency or laws governing creditors rights; and

(e) no consent, approval, filing or corporate, partnership or other action is required as a condition to or in connection with execution, delivery and performance of this Agreement and the transactions contemplated herein.

Section 4. Miscellaneous.

(a) Entire Agreement. Except as otherwise expressly set forth to the contrary in this Agreement, this Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof and hereof and supersedes all prior agreements, understandings or representations pertaining to the subject matter hereof, whether oral or written. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically and expressly set forth herein.

(b) Amendment and Modification. This Agreement may be amended or modified only by a writing signed by all Parties hereto.

(c) Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the Party or Parties entitled to the benefit thereof, but only by a writing signed by the Party or Parties waiving the terms or conditions. No waiver of any provision of this Agreement or of any rights or benefits arising hereunder shall be deemed to constitute or shall constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

(d) Assignment; Binding Effect. Except as may otherwise be set forth in the Sub-Participation Agreement, no Party hereto may transfer, sell, encumber, appoint agents with respect to, or assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party to this Agreement. Without limiting any other rights or remedies of the Parties, any assignment by a Party in violation of the foregoing shall be of no force and effect. Without limiting any of the

foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and any permitted assigns.

(e) Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable law, then the provision shall be deemed modified to the extent necessary to render it legal, valid and enforceable, and if no the modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision, and the rights and obligations of the Parties shall be construed and enforced accordingly.

(f) No Strict Construction. This Agreement has been jointly drafted by the Parties hereto, and shall not be construed more strictly against one Party than against the other Party.

(g) Governing Law and Jurisdiction. The “Governing Law” and “Jurisdiction” provisions of the Sub-Participation Agreement shall apply mutatis mutandis to this Agreement.

(h) Captions and Headings. The captions and headings in this Agreement are for convenience only and are no intended to be full or accurate descriptions of the contents thereof. Such captions and headings shall not be deemed to be part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

(i) Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which taken together will constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

HAMBURG COMMERCIAL BANK AG

By: /s/ N. Krüger

Name: N. Krüger

Title: Director

By: /s/ M. Eltermann

Name: M. Eltermann

Title: Authorized Signatory

PROMONTORIA NORTH SHIPPING DESIGNATED ACTIVITY COMPANY

By: /s/ Siobhán Hallissey

Name: Siobhán Hallissey

Title: Alternate Director