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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR  
15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of August 2026**

**Commission File Number 001-33060**

**DANAOS CORPORATION**

(Translation of registrant's name into English)

**Danaos Corporation  
c/o Danaos Shipping Co. Ltd.  
14 Akti Kondyli  
185 45 Piraeus  
Greece**

**Attention: Secretary  
011 030 210 419 6480**

(Address of principal executive office)

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

Form 20-F ☒ Form 40-F ☐

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## AGM Results

On July 31, 2026, at our annual meeting of stockholders, Mr. Iraklis Prokopakis was re-elected as a Class II director, and Mr. Petros Christodoulou resigned as a Class I director and was elected as a Class II director, each for a three-year term expiring at the 2029 annual meeting of stockholders. Our stockholders also ratified the appointment of Deloitte Certified Public Accountants, S.A. as our independent auditors.

## EXHIBIT INDEX

- 99.1 [Operating and Financial Review and Prospects and Condensed Consolidated Financial Statements \(Unaudited\) for the Three and Six Months Ended June 30, 2026.](#)
- 101.INS Inline XBRL Instance Document  
101.SCH Inline XBRL Taxonomy Extension Schema Document  
101.CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document  
101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document  
101.LAB Inline XBRL Taxonomy Extension Labels Linkbase Document  
101.PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document  
101.INS Inline XBRL Instance Document
- 99.2 [Amended and Restated Management Agreement, dated July 31, 2026, between Danaos Corporation and Danaos Shipping Company Limited.](#)
- 99.3 [Amended and Restated Commercial Agency Agreement, dated July 31, 2026, between Danaos Corporation and Danaos Chartering Services Inc.](#)
- 99.4 [Amended and Restated Restrictive Covenant Agreement, dated July 31, 2026, between Danaos Corporation, Dr. John Coustas, and Danaos Investment Limited, as Trustee of the 883 Trust.](#)

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This report on Form 6-K is hereby incorporated by reference into the Company's (i) [Registration Statement on Form F-3 \(Reg. No. 333-237284\) filed with the SEC on March 19, 2020](#), (ii) [the post effective Amendment to Form F-1 in the Registration Statement on Form F-3 \(Reg. No. 333-226096\) filed with the SEC on March 6, 2019](#), (iii) [Registration Statement on Form F-3 \(Reg. No. 333-174494\) filed with the SEC on May 25, 2011](#), (iv) [Registration Statement on Form F-3 \(Reg. No. 333-147099\)](#), the related prospectus supplements filed with the SEC on [December 17, 2007](#), [January 16, 2009](#) and [March 27, 2009](#), (v) [Registration Statement on Form S-8 \(Reg. No. 333-233128\) filed with the SEC on August 8, 2019 and the reoffer prospectus, dated August 8, 2019, contained therein](#), (vi) [Registration Statement on Form S-8 \(Reg. No. 333-138449\) filed with the SEC on November 6, 2006 and the reoffer prospectus, dated November 6, 2006, contained therein](#), (vii) [Registration Statement on Form F-3 \(Reg. No. 333-169101\) filed with the SEC on October 8, 2010](#), (viii) [Registration Statement on Form F-3 \(Reg. No. 333-255984\) filed with the SEC on May 10, 2021](#) and (ix) [Registration Statement on Form F-3 \(Reg. No. 333-293934\) filed with the SEC on March 2, 2026](#).

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## SIGNATURES

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

Date: August 4, 2026

DANAOS CORPORATION

By: /s/ Evangelos Chatzis  
Name: Evangelos Chatzis  
Title: Chief Financial Officer

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**DANAOS CORPORATION**  
**OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

The following discussion and analysis should be read in conjunction with our interim condensed consolidated financial statements (unaudited) and the notes thereto included elsewhere in this report.

**Results of Operations**

***Three months ended June 30, 2026 compared to three months ended June 30, 2025***

During the three months ended June 30, 2026, Danaos had an average of 75.0 container vessels and 11.0 drybulk vessels compared to 74.0 container vessels and 10.0 drybulk vessels during the three months ended June 30, 2025. Our container vessels utilization for the three months ended June 30, 2026 was 97.7% compared to 98.4% in the three months ended June 30, 2025. Our drybulk vessels utilization for the three months ended June 30, 2026 was 99.5% compared to 99.8% in the three months ended June 30, 2025.

*Operating Revenues*

Operating revenues increased by \$12.2 million, to \$274.4 million in the three months ended June 30, 2026 from \$262.2 million in the three months ended June 30, 2025.

Operating revenues of our container vessels segment decreased by \$0.8 million, to \$238.6 million in the three months ended June 30, 2026, compared to \$239.4 million in the three months ended June 30, 2025, analyzed as follows:

- \$3.4 million lower revenues due a decrease in non-cash revenue recognition in accordance with US GAAP;
- \$1.2 million decrease in revenues as a result of higher revenue off-hire in the current period;

*partially offset by:*

- \$3.2 million increase in revenues as a result of newbuilding containership vessel additions;
- \$0.6 million increase in revenues as a result of higher charter rates between the two periods.

Operating revenues of our drybulk vessels segment increased by 57.3%, or \$13.0 million, to \$35.7 million in the three months ended June 30, 2026, compared to \$22.7 million of revenues in the three months ended June 30, 2025. The increase was primarily driven by a significant improvement in Time Charter Equivalent rate per day, which increased to \$30,401 per day in the three months ended June 30, 2026, from \$17,934 per day in the three months ended June 30, 2025, reflecting improved market conditions, as well as the operation of an additional vessel in our drybulk fleet.

*Voyage Expenses*

Voyage expenses increased by \$1.0 million to \$17.8 million in the three months ended June 30, 2026 from \$16.8 million in the three months ended June 30, 2025.

Voyage expenses of our container vessels segment increased by \$1.2 million to \$10.1 million in the three months ended June 30, 2026 from \$8.9 million in the three months ended June 30, 2025.

Voyage expenses of our drybulk vessels segment decreased by \$0.2 million to \$7.7 million in the three months ended June 30, 2026, compared to \$7.9 million in the three months ended June 30, 2025. For the three months ended June 30, 2026, voyage expenses of our drybulk vessels comprised \$2.3 million in commissions and \$5.4 million in other voyage expenses, mainly comprised of bunkers costs and port expenses, compared to \$1.5 million in commissions and \$6.4 million in other voyage expenses for the three months ended

June 30, 2025, reflecting an increase in time charter employment of our drybulk vessels, as opposed to spot voyage employment, during the three months ended June 30, 2026 compared to the three months ended June 30, 2025.

#### *Vessel Operating Expenses*

Vessel operating expenses increased by \$0.3 million to \$56.7 million for the three months ended June 30, 2026, from \$56.4 million for the three months ended June 30, 2025, primarily due to an increase in the average number of vessels in our fleet, partially offset by a reduction in average daily operating costs to \$7,416 per day from \$7,556 per day in the prior-year period. Management believes that our daily operating costs remain among the most competitive in the industry.

Vessel operating expenses for the container vessels segment increased by \$0.4 million, to \$49.1 million for the three months ended June 30, 2026, from \$48.7 million for the three months ended June 30, 2025. The increase was mainly driven by an increase in the average number of vessels in our containerships fleet, partially offset by a decrease in daily container vessel operating costs. Vessels employed under bareboat charter agreements are excluded from the above per-day calculations, as vessel operating expenses under such arrangements are borne by the charterer.

Vessel operating expenses for the drybulk vessels segment decreased by \$0.1 million, to \$7.6 million for the three months ended June 30, 2026, from \$7.7 million for the three months ended June 30, 2025. The decrease was primarily driven by lower daily drybulk vessel operating expenses, which were partially offset by an increase in the average number of vessels in our drybulk fleet.

#### *Depreciation*

Depreciation expense increased by \$1.1 million, to \$41.8 million in the three months ended June 30, 2026 from \$40.7 million in the three months ended June 30, 2025, due to the increase in the average number of vessels in our fleet.

#### *Amortization of Deferred Drydocking and Special Survey Costs*

Amortization of deferred dry-docking and special survey costs decreased by \$1.0 million to \$10.5 million in the three months ended June 30, 2026 from \$11.5 million in the three months ended June 30, 2025, primarily reflecting lower deferred dry-docking and special survey costs being amortized during the three months ended June 30, 2026 compared to the corresponding period in 2025.

#### *General and Administrative Expenses*

General and administrative expenses increased by \$3.7 million to \$14.9 million for the three months ended June 30, 2026, from \$11.2 million for the three months ended June 30, 2025. The increase was mainly attributable to \$1.5 million in higher management fees which was partially driven by the increase in the average number of vessels in our fleet, as well as a \$2.2 million increase in corporate general and administrative expenses.

#### *Interest Expense and Interest Income*

Interest expense decreased by \$1.6 million, to \$8.1 million in the three months ended June 30, 2026 from \$9.7 million in the three months ended June 30, 2025. The decrease in interest expense is a result of:

- \$4.2 million decrease in interest expense due to an increase in the amount of interest expense capitalized on our vessels under construction that was \$9.0 million in the three months ended June 30, 2026, when compared to capitalized interest of \$4.8 million in the three months ended June 30, 2025.

*partially offset by:*

- \$2.6 million increase in interest expense due to an increase in our average indebtedness by \$326.1 million between the two periods, partially offset by a decrease in our average debt service cost. Average indebtedness was \$1,102.9 million in the three months ended June 30, 2026, compared to average indebtedness of \$776.8 million in the three months ended June 30, 2025, while our average debt service cost decreased by approximately 1.1%, mainly as a result of lower SOFR rates and a lower weighted average coupon following the refinancing of our bond.

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As of June 30, 2026, our outstanding debt, gross of deferred finance costs, was \$1,232.7 million, which includes \$500.0 million principal amount of the 6.875% Senior Notes. This compares to \$1,177.8 million of outstanding debt as of December 31, 2025, which included \$262.8 million principal amount of the 8.5% Senior Notes and \$500.0 million principal amount of the 6.875% Senior Notes. The increase in our outstanding debt was mainly due to the drawdowns of \$658.0 million under the Jolco facilities offset by: (i) the repayment in full of the \$335.2 million outstanding under the \$450 million syndicated credit facility and (ii) the repayment of the \$262.8 million principal amount of the 8.5% Senior Notes.

Interest income increased by \$3.7 million, to \$7.4 million in the three months ended June 30, 2026 compared to \$3.7 million in the three months ended June 30, 2025, mainly driven by higher average cash balances between the two periods.

### *Loss on Debt Extinguishment*

The loss on debt extinguishment of \$1.4 million in the three months ended June 30, 2026 related to our early extinguishment of debt compared to nil in the three months ended June 30, 2025.

### *Gain on Investments*

The \$20.9 million gain from the change in fair value of our shareholding interests in the three months ended June 30, 2026 consisted of (i) a \$12.5 million change in fair value of our shareholding interest in Star Bulk Carriers Corp. (“SBLK”) and (ii) a \$8.4 million change in fair value of our shareholding interest in Yoda PLC, compared to a \$14.7 million gain in the three months ended June 30, 2025, which related entirely to our shareholding interest in SBLK.

### *Dividend Income*

Dividend income of \$3.1 million was derived from SBLK common shares in the three months ended June 30, 2026 compared to \$0.3 million of dividend income from SBLK common shares in the three months ended June 30, 2025.

### *Loss on Equity Investments*

Loss on equity investments amounted to \$0.5 million and \$0.3 million in the three months ended June 30, 2026 and June 30, 2025, respectively. For the three months ended June 30, 2026, loss on equity investments comprised (i) \$0.4 million relating to our share of expenses of Carbon Termination Technologies Corporation (“CTTC”), currently engaged in the research and development of decarbonization technologies for the shipping industry, and (ii) \$0.1 million relating to our share of expenses of Glenfarne Alaska Partners LLC, in connection with the development of the Alaska LNG project. For the three months ended June 30, 2025, loss on equity investments of \$0.3 million related solely to our share of expenses of CTTC.

### *Other Finance Expenses*

Other finance expenses decreased by \$0.1 million to \$0.9 million in the three months ended June 30, 2026 compared to \$1.0 million in the three months ended June 30, 2025.

### *Loss on Derivatives*

Amortization of deferred realized losses on interest rate swaps remained stable at \$0.9 million in the three months ended June 30, 2026 and June 30, 2025.

### *Other (Expenses)/Income, net*

Other (expenses)/income, net, amounted to a net expense of \$0.4 million in the three months ended June 30, 2026 compared to a net expense of \$1.4 million in the three months ended June 30, 2025.

### ***Six months ended June 30, 2026 compared to six months ended June 30, 2025***

During the six months ended June 30, 2026, Danaos had an average of 75 container vessels and 10.6 drybulk vessels compared to 73.9 container vessels and 10.0 drybulk vessels during the six months ended June 30, 2025. Our container vessels utilization for the

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six months ended June 30, 2026 was 97.7% compared to 97.8% in the six months ended June 30, 2025. Our drybulk vessels utilization for the six months ended June 30, 2026 was 91.2% compared to 96.1% in the six months ended June 30, 2025.

### *Operating Revenues*

Operating revenues increased by \$12.6 million, to \$528.1 million in the six months ended June 30, 2026 from \$515.5 million in the six months ended June 30, 2025.

Operating revenues of our container vessels segment decreased by 1.6%, or \$7.4 million, to \$468.2 million in the six months ended June 30, 2026, compared to \$475.6 million in the six months ended June 30, 2025, analyzed as follows:

- \$10.6 million lower revenues due to a decrease in non-cash revenue recognition in accordance with US GAAP;
- \$6.3 million decrease in revenues as a result of lower charter rates;

*partially offset by:*

- \$7.1 million increase in revenues as a result of newbuilding containership vessel additions;
- \$2.4 million increase in revenues as a result of lower revenue off-hire in the current period.

Operating revenues of our drybulk vessels segment increased by 50.5%, or \$20.1 million, to \$59.9 million in the six months ended June 30, 2026, compared to \$39.8 million of revenues in the six months ended June 30, 2025. The increase was primarily driven by a significant improvement in Time Charter Equivalent rate per day, which increased to \$28,007 per day in the six months ended June 30, 2026, from \$14,386 per day in the six months ended June 30, 2025, reflecting improved market conditions, as well as the operation of an additional vessel in our drybulk fleet. This improvement was partially offset by a lower fleet utilization rate of 91.2% in the six months ended June 30, 2026 compared to 96.1% in the six months ended June 30, 2025.

### *Voyage Expenses*

Voyage expenses decreased by \$6.4 million to \$28.5 million in the six months ended June 30, 2026 from \$34.9 million in the six months ended June 30, 2025, mainly driven by (i) a \$5.1 million gain arising from early termination agreements for certain container vessels operating under time charter arrangements, with retention of bunkers on redelivery at no consideration, partially offset by an increase in commissions during the six months ended June 30, 2026, and (ii) a \$2.4 million decrease in voyage expenses of our drybulk vessels, attributed to the different mix of time charter and voyage charter contracts under which our drybulk vessels were deployed between the two periods.

Voyage expenses of our container vessels segment decreased by \$4.0 million to \$13.7 million in the six months ended June 30, 2026 from \$17.7 million in the six months ended June 30, 2025, driven by a \$5.1 million gain arising from early termination agreements for certain vessels operating under time charter arrangements, with retention of bunkers on redelivery at no consideration partially offset by an increase in commissions during the six months ended June 30, 2026.

Voyage expenses of our drybulk vessels segment decreased by \$2.4 million to \$14.8 million in the six months ended June 30, 2026, compared to \$17.2 million in the six months ended June 30, 2025. For the six months ended June 30, 2026, voyage expenses of our drybulk vessels comprised \$3.8 million in commissions and \$11.0 million in other voyage expenses, mainly comprised of bunkers costs and port expenses, compared to \$2.4 million in commissions and \$14.8 million in other voyage expenses for the six months ended June 30, 2025, reflecting an increase in time charter employment of our drybulk vessels during the six months ended June 30, 2026 compared to the six months ended June 30, 2025.

### *Vessel Operating Expenses*

Vessel operating expenses decreased by \$1.4 million to \$106.7 million for the six months ended June 30, 2026, from \$108.1 million for the six months ended June 30, 2025. This decrease occurred despite an increase in the average number of vessels in our fleet and reflects a reduction in average daily operating costs to \$7,052 per day from \$7,294 per day in the prior-year period. Management believes that our daily operating costs remain among the most competitive in the industry.

Vessel operating expenses for the container vessels segment decreased by \$0.6 million, to \$92.0 million for the six months ended June 30, 2026, from \$92.6 million for the six months ended June 30, 2025. The decrease was primarily driven by a reduction in daily container vessel operating expenses. Vessels employed under bareboat charter agreements are excluded from the above per-day calculations, as vessel operating expenses under such arrangements are borne by the charterer.

Vessel operating expenses for the drybulk vessels segment decreased by \$0.8 million, to \$14.7 million for the six months ended June 30, 2026, from \$15.5 million for the six months ended June 30, 2025. The decrease was primarily driven by a reduction in daily drybulk vessel operating expenses.

#### *Depreciation*

Depreciation expense increased by \$1.9 million, to \$82.6 million in the six months ended June 30, 2026 from \$80.7 million in the six months ended June 30, 2025, due to the increase in the average number of vessels in our fleet.

#### *Amortization of Deferred Drydocking and Special Survey Costs*

Amortization of deferred dry-docking and special survey costs increased by \$0.3 million to \$22.8 million in the six months ended June 30, 2026 from \$22.5 million in the six months ended June 30, 2025.

#### *General and Administrative Expenses*

General and administrative expenses increased by \$6.1 million to \$29.5 million for the six months ended June 30, 2026, from \$23.4 million for the six months ended June 30, 2025. The increase was mainly attributable to \$2.7 million in higher management fees which was partially driven by the increase in the average number of vessels in our fleet, as well as a \$3.4 million increase in corporate general and administrative expenses.

#### *Interest Expense and Interest Income*

Interest expense increased by \$0.3 million, to \$20.0 million in the six months ended June 30, 2026 from \$19.7 million in the six months ended June 30, 2025. The increase in interest expense is a result of:

- \$7.1 million increase in interest expense due to an increase in our average indebtedness by \$327.9 million between the two periods, partially offset by a decrease in our average debt service cost. Average indebtedness was \$1,105.1 million in the six months ended June 30, 2026, compared to average indebtedness of \$777.2 million in the six months ended June 30, 2025, while our average debt service cost decreased by approximately 0.8%, mainly as a result of lower SOFR rates and a lower weighted average coupon following the refinancing of our bond;
- \$0.2 million increase in the amortization of deferred finance costs and debt discount between the two periods;

*partially offset by:*

- \$7.0 million decrease in interest expense due to an increase in the amount of interest expense capitalized on our vessels under construction that was \$16.3 million in the six months ended June 30, 2026, when compared to capitalized interest of \$9.3 million in the six months ended June 30, 2025.

As of June 30, 2026, our outstanding debt, gross of deferred finance costs, was \$1,232.7 million, which includes \$500.0 million principal amount of the 6.875% Senior Notes. This compares to \$1,177.8 million of outstanding debt as of December 31, 2025, which included \$262.8 million principal amount of the 8.5% Senior Notes and \$500.0 million principal amount of the 6.875% Senior Notes. The increase in our outstanding debt was mainly due to the drawdowns of \$658.0 million under the Jolco facilities offset by: (i) the repayment in full of the \$335.2 million outstanding under the \$450 million syndicated credit facility and (ii) the repayment of the \$262.8 million principal amount of the 8.5% Senior Notes.

Interest income increased by \$7.7 million, to \$15.0 million in the six months ended June 30, 2026 compared to \$7.3 million in the six months ended June 30, 2025, mainly driven by higher average cash balances between the two periods, partially offset by lower interest rates on cash deposits between the corresponding periods.

#### *Loss on Debt Extinguishment*

The loss on debt extinguishment of \$6.0 million in the six months ended June 30, 2026 related to our early extinguishment of debt compared to nil in the six months ended June 30, 2025.

#### *Gain on Investments*

The \$44.4 million gain from the change in fair value of our shareholding interests in the six months ended June 30, 2026 consisted of (i) a \$36.0 million change in fair value of our shareholding interest in SBLK and (ii) a \$8.4 million change in fair value of our shareholding interest in Yoda PLC, compared to a \$17.2 million gain in the six months ended June 30, 2025, which related entirely to our shareholding interest in SBLK.

#### *Dividend Income*

Dividend income derived from SBLK common shares amounted to \$5.4 million for the six months ended June 30, 2026, compared to \$0.7 million for the six months ended June 30, 2025.

#### *Loss on Equity Investments*

Loss on equity investments amounted to \$0.8 million and \$0.6 million in the six months ended June 30, 2026 and June 30, 2025, respectively. For the six months ended June 30, 2026, loss on equity investments comprised (i) \$0.7 million relating to our share of expenses of CTTC, currently engaged in the research and development of decarbonization technologies for the shipping industry, and (ii) \$0.1 million relating to our share of expenses of Glenfarne Alaska Partners LLC, in connection with the development of the Alaska LNG project. For the six months ended June 30, 2025, loss on equity investments of \$0.6 million related solely to our share of expenses of CTTC.

#### *Other Finance Expenses*

Other finance expenses decreased by \$0.2 million to \$1.8 million in the six months ended June 30, 2026 compared to \$2.0 million in the six months ended June 30, 2025.

#### *Loss on Derivatives*

Amortization of deferred realized losses on interest rate swaps remained stable at \$1.8 million in the six months ended June 30, 2026 and June 30, 2025.

#### *Other (Expenses)/Income, net*

Other (expenses)/income, net, amounted to an expense of \$0.01 million in the six months ended June 30, 2026 compared to an expense of \$0.9 million in the six months ended June 30, 2025.

### **Liquidity and Capital Resources**

Our principal source of funds has been operating cash flows and long-term bank borrowings, as well as funds from issuances of equity and debt securities, including offerings of our common stock, and unsecured senior notes in October 2025. We have also received funds from dividend payments on investments in marketable securities of other shipping companies. Our principal uses of funds have been capital expenditures to establish, grow (including vessels currently under construction) and maintain our fleet, including our expansion into the drybulk shipping sector, to comply with international shipping standards and environmental laws and regulations, and to fund working capital requirements and the repayment of debt.

Our short-term liquidity needs primarily relate to funding our vessel operating expenses, drydocking costs, installment payments for our contracted newbuildings, funding of our investment in the Alaska LNG project, investments in marketable securities, debt interest payments, servicing our debt obligations, the payment of dividends and repurchases of our common stock. Our long-term liquidity needs primarily relate to installment payments for our contracted newbuildings, any additional vessel acquisitions, and debt

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repayment. We anticipate that our primary sources of funds will be cash from operations and equity or debt financings. We currently expect that the sources of funds available to us will be sufficient to meet our short and long term liquidity requirements.

Under our existing multi-year charters as of June 30, 2026, we had \$4,307.6 million of total contracted revenues, with \$506.5 million for the remainder of 2026, \$967.8 million for 2027 and thereafter \$2,833.3 million. Although these contracted cash revenues are based on contracted charter rates, we are dependent on the ability and willingness of our charterers to meet their obligations under these charters.

On March 2, 2026, we repaid in full our 8.5% senior notes due 2028, with an outstanding principal amount of \$262.8 million. In addition, on March 2, 2026, together with the quarterly instalments under the Syndicated \$450.0 million Facility for the tranches relating to the vessels *Catherine C*, *Greenland*, *Interasia Accelerate*, and *Interasia Amplify*, amounting to \$3.3 million, we also prepaid in full the outstanding principal amount of \$213.8 million. On June 2, 2026, we prepaid in full the outstanding principal amount of \$114.6 million under the Syndicated \$450.0 million Facility relating to the vessels *Greenville* and *Greenfield*, in conjunction with the scheduled quarterly instalments of \$1.8 million. Following these repayments, no amounts remain outstanding under this facility.

In January 2026, we drew down the \$80.0 million available under a Japanese operating lease agreement with a call option for the newbuilding container vessel *Greenhouse*. In March 2026, we entered into six additional Japanese operating lease agreements with call options (collectively, the “JOLCO Facilities”), providing for aggregate financing of up to \$578.0 million, to finance six container vessels. In March 2026, we drew down an aggregate of \$271.0 million under the facilities relating to three of these vessels. In April 2026, an additional \$100.0 million was drawn down under the facility relating to one vessel, and in June 2026, we drew down the remaining \$207.0 million under the facilities relating to the remaining two vessels. In May 2026, we entered into three additional Japanese operating lease agreements with call options, providing for aggregate financing of up to \$236.0 million for the financing of three newbuilding container vessels expected to be delivered in the second and third quarters of 2027.

In June 2026, we entered into a loan facility with KfW IPEX-Bank GmbH providing for aggregate financing of up to \$132.0 million for the financing of six newbuilding container vessels of 1,800 TEU each, with expected drawdowns between December 2027 and March 2029.

As of June 30, 2026, we had cash and cash equivalents of \$1,008.3 million. As of June 30, 2026, we had \$225.0 million of remaining borrowing availability under our Citibank \$382.5 mil. Revolving Credit Facility, the availability under which reduces on a quarterly basis through maturity in December 2027, \$236.0 million under the JOLCO Facilities, \$132.0 million under the KfW IPEX-Bank facility and \$850.0 million of remaining borrowing availability under our Syndicated \$850.0 million Facility.

As of June 30, 2026, we had \$1,232.7 million of outstanding indebtedness (gross of deferred finance costs), including \$500.0 million relating to our 6.875% Senior Notes, as discussed above. As of June 30, 2026, we were obligated to make quarterly fixed amortization payments, totaling \$26.6 million to June 30, 2027, related to the long-term bank debt. We are also obligated to make certain payments to our Manager and Danaos Chartering under our management agreements.

From 2022 through the end of the second quarter of 2026, we entered into contracts for the construction of a total of 37 containerships aggregating 242,948 TEUs in capacity for an aggregate purchase price of \$2.8 billion and four Newcastlemax drybulk vessels aggregating approximately 844,000 DWT in capacity. As of June 30, 2026, eight of the newbuilding containerships had been delivered to us.

In early May 2026, we added two 5,000 TEU containership vessels to our order book, scheduled for delivery in 2027. As of June 30, 2026, the aggregate contracted purchase price of the 29 container vessels and the four drybulk vessels under construction amounted to \$2,484.3 million, out of which \$284.3 million, \$190.0 million, \$174.5 million and \$28.3 million was paid in the six months ended June 30, 2026 and in the years ended December 31, 2025, 2024 and 2023, respectively. As of June 30, 2026, the future remaining contractual commitments for the 29 container and the four drybulk vessels under construction were as follows (in millions of US\$):

| Payments due by twelve month period ending: | US\$ mil.         |
|---------------------------------------------|-------------------|
| June 30, 2027                               | \$ 805.1          |
| June 30, 2028                               | 646.9             |
| June 30, 2029                               | 355.2             |
| <b>Total contractual commitments</b>        | <b>\$ 1,807.2</b> |

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Additionally, a supervision fee of \$850 thousand per newbuilding vessel is payable to Danaos Shipping Company Limited over the construction period starting from steel cutting. Supervision fees totalling \$3.0 million and \$1.9 million were charged by the Manager and capitalized to the vessels under construction in the six months ended June 30, 2026 and in the year ended December 31, 2025, respectively. Interest expense amounting to \$16.3 million and \$21.6 million was capitalized to the vessels under construction in the six months ended June 30, 2026 and in the year ended December 31, 2025, respectively.

In July 2026, we took delivery of Hull No. YZJ2023-1556, an 8,258 TEU containership named *Santorini Express*, which commenced a long-term charter upon delivery, and we drew down \$57.75 million under the Syndicated \$850.0 million Facility to finance the vessel's delivery.

Currently, our containership orderbook consists of 28 newbuilding containership vessels with an aggregate capacity of 176,292 TEU with expected deliveries of two vessels in 2026, fifteen vessels in 2027, seven vessels in 2028 and four vessels in 2029. Our drybulk vessel orderbook currently consists of four 211,000 dwt Newcastlemax drybulk carriers, all with expected deliveries in 2028. On a pro forma, fully delivered basis, assuming the delivery of all vessels currently under construction and on order, our fleet would consist of 104 containerships with an aggregate capacity of approximately 662,041 TEUs and 15 drybulk vessels, comprising 11 Capesize bulk carriers and four Newcastlemax bulk carriers, with an aggregate capacity of approximately 2.8 million DWT.

On February 9, 2026, we declared a dividend of \$0.90 per share of common stock paid on March 4, 2026 to holders of record as of February 23, 2026, on May 11, 2026, we declared a dividend of \$0.90 per share of common stock payable on June 4, 2026, to holders of record on May 26, 2026 and on July 6, 2026, we declared a dividend of \$0.90 per share of common stock payable on July 30, 2026, to holders of record on July 21, 2026. We intend to pay a regular quarterly dividend on our common stock, which will have an impact on our liquidity. Payments of dividends are subject to the discretion of our board of directors, provisions of Marshall Islands law affecting the payment of distributions to stockholders and the terms of our credit facilities, which permit the payment of dividends so long as there has been no event of default thereunder nor would occur as a result of such dividend payment, finance leases and 6.875% Senior Notes, which include limitations on the amount of dividends and other restricted payments that we may make, and will be subject to conditions in the container and drybulk shipping industries, our financial performance and us having sufficient available excess cash and distributable reserves.

In June 2022, we announced a share repurchase program of up to \$100.0 million of our common stock. A \$100.0 million increase to the existing share repurchase program, for a total aggregate amount of \$200.0 million, was approved by our Board of Directors on November 10, 2023. On April 14, 2025, following Board approval, we announced the upsizing of its common stock repurchase program by an additional \$100.0 million to a total of \$300.0 million. As of the date of this report, under the \$300.0 million authorized share repurchase program, we have repurchased a total of 3,247,444 shares of our common stock in the open market for \$235.1 million. More specifically, we repurchased 60,819 shares of our common stock in the open market for \$5.9 million in the six months ended June 30, 2026; 927,527 shares for \$76.1 million in the year ended December 31, 2025; 661,103 shares for \$53.9 million in the year ended December 31, 2024; 1,131,040 shares for \$70.6 million in the year ended December 31, 2023 and 466,955 shares for \$28.6 million in the year ended December 31, 2022. All purchases have been made on the open market within the safe harbor provisions of Regulation 10b-18 under the Exchange Act. Under the share repurchase program, shares of our common stock may be purchased in open market or privately negotiated transactions, at times and prices that are considered to be appropriate by us, and the program may be suspended or discontinued at any time.

We may also at any time and from time to time, seek to retire or purchase our outstanding debt securities through cash purchases, in open-market purchases, privately negotiated transactions or otherwise.

***Investments in marketable securities:***

**Yoda PLC Shares:** In April 2026, we entered into an irrevocable share subscription agreement to acquire 45,454,545 newly issued ordinary shares, in Yoda PLC (Ticker: YODA), a Cyprus-listed investment company. Yoda PLC's portfolio is focused on shipping investments in the LNG and container sectors, real estate and other participations including healthcare. The shares were subscribed at €1.10 per share for total cash consideration of €50.0 million, approximately \$58.6 million translated at the EUR/USD exchange rate prevailing at the date of subscription. The subscription was settled by cash payment. We do not hold a seat on Yoda's Board of Directors and do not exercise significant influence over Yoda's financial and operating policies. As of June 30, 2026 and as of the date of this report, we own 45,454,545 shares of ordinary shares of YODA. As of June 30, 2026, these marketable securities were fair valued at \$67.0 million. We recognized a \$8.4 million net gain on these marketable securities reflected under "Gain on investments" in the condensed consolidated statement of income for the six months ended June 30, 2026.

**Star Bulk Carriers Corp. Shares:** In June 2023, we acquired marketable securities of Eagle Bulk Shipping Inc., which was an owner of bulk carriers listed on the New York Stock Exchange (Ticker: EGLE) consisting of 1,552,865 shares of common stock for \$68.2 million (out of which \$24.4 million from Virage International Ltd., our related company). On December 11, 2023, Star Bulk Carriers Corp. (Ticker: SBLK) and EGLE announced that both companies had entered into a definitive agreement to combine in an all-stock merger, which was completed on April 9, 2024. Under the terms of the agreement, EGLE shareholders received 2.6211 shares of SBLK common stock in exchange for each share of EGLE common stock owned. As of June 30, 2026 and as of the date of this report, we own 6,256,181 shares of common stock of Star Bulk Carriers Corp., a Nasdaq-listed owner and operator of drybulk vessels. As of June 30, 2026 and December 31, 2025, these marketable securities were fair valued at \$156.2 million and \$120.2 million, respectively. We recognized a \$36.0 million gain and a \$17.2 million gain on these marketable securities reflected under "Gain on investments" in the condensed consolidated statements of income for the six months ended June 30, 2026 and in the six months ended June 30, 2025, respectively. Additionally, we recognized dividend income on these shares amounting to \$5.4 million in the six months ended June 30, 2026 and \$0.7 million for the six months ended June 30, 2025 and reflected under "Dividend income" in the condensed consolidated statements of income.

***Investments accounted for under the equity method:***

**Equity Investment in Alaska LNG Project:** In January 2026, we entered into a strategic partnership with Glenfarne Group to advance the Alaska LNG project. This partnership includes our \$50.0 million development capital equity investment in Glenfarne Alaska Partners LLC and is accounted for under the equity method of accounting. In addition, Danaos Corporation is also the preferred tonnage provider to construct and operate at least six LNG carriers to deliver LNG to global customers for Glenfarne Alaska LNG, LLC, majority owner and developer of the Alaska LNG Project. We do not control the investee and do not participate in its management or policy-making activities. As of June 30, 2026, we have funded \$12.5 million of the total committed equity investment in Glenfarne Alaska Partners LLC. The remaining commitment of \$37.5 million is expected to be drawn over time in accordance with the terms of the partnership agreement. Our share of losses in this investment amounted to \$0.1 million for the six months ended June 30, 2026, and is presented under "Loss on equity investments" in the condensed consolidated statements of income.

**Equity Investment in Carbon Termination Technologies Corporation:** In March 2023, we invested \$4.3 million in the common shares of a newly established company, Carbon Termination Technologies Corporation ("CTTC"), incorporated in the Republic of the Marshall Islands, which engages in research and development of decarbonization technologies for the shipping industry. This investment represents a 49% ownership interest and is accounted for under the equity method of accounting. In 2024 and 2025, we provided an additional funding of approximately \$2.5 million to CTTC which bears interest at a rate of SOFR plus a margin of 2.0% and pursuant to an amendment executed on October 3, 2025, with a maturity date of December 31, 2026. On March 10, 2026, we provided an additional \$0.4 million to CTTC under the existing facility. Our share of CTTC's expenses amounted to \$0.7 million and \$0.6 million for the six months ended June 30, 2026 and 2025, respectively, and is presented under "Loss on equity investments" in the condensed consolidated statements of income.

## **Impact of Inflation and Interest Rates Risk on our Business**

We continue to see near-term impacts on our business due to elevated inflation in the United States of America, Eurozone and other countries, including ongoing global price pressures, which continue to affect our operating expenses to a moderate extent. Interest rates have increased rapidly and substantially as central banks in developed countries raised interest rates in an effort to subdue inflation. The eventual long-term implications of tight monetary policy, and higher long-term interest rates may continue to drive a higher cost of capital for our business, including because borrowings under our credit facilities are advanced at a floating rate based on SOFR and we do not have any interest rate hedging arrangements.

## **Tariffs**

Trade protectionism, including in the form of tariffs, could significantly adversely affect global economic conditions, global trade volume and the demand for seaborne transportation of containerized cargo. In April 2025, the United States imposed blanket 10% tariffs on virtually all imports to the U.S. and significantly higher tariffs applicable to imports from many countries, including tariffs aggregating over 100% on imports from China, as well as tariffs on specific goods which have resulted in other countries imposing additional tariffs, including substantial additional tariffs on imports from the U.S., announced by China, and is likely to continue to result in more retaliatory tariffs. On April 9, 2025, the U.S. announced a temporary pause on its tariffs applicable to many countries, while increasing the tariffs applicable to imports from China, with the U.S. subsequently announcing the imposition of substantial tariffs, well in excess of the blanket 10% tariff threshold previously announced, on numerous countries and specific goods effective from August 1, 2025. A ruling by the U.S. Supreme Court in February 2026 invalidated many of the tariffs imposed by the U.S. administration in 2025, however, the U.S. administration has subsequently imposed new tariffs based on different statutory authority. The U.S. administration has and is expected to continue to broadly impose tariffs, which has led, and could lead to further, corresponding punitive actions by the countries with which the U.S. trades.

In April 2025, the U.S. also announced that it would impose additional port fees on (1) Chinese-owned ships of \$50 per net ton for the arriving vessel commencing October 14, 2025, increasing to \$80 per net ton on April 17, 2026, \$110 per net ton on April 17, 2027 and \$140 per net ton on April 17, 2028 and (2) operators of Chinese-built vessels of \$18 per net ton (\$120 per container, if applicable) commencing October 14, 2025, increasing to \$23 per net ton (\$153 per container, if applicable) on April 17, 2026, \$28 per net ton (\$195 per container, if applicable) on April 17, 2027 and \$33 per net ton (\$250 per container, if applicable) on April 17, 2028. On October 10, 2025, China announced port fees, effective October 14, 2025, on vessels built in the U.S., flying the U.S. flag or owned or operated by U.S. enterprises, other organizations, or individuals, including those in which U.S. enterprises, other organizations, or individuals directly or indirectly hold 25% or more of the equity (voting rights or board seats), in the following amounts: per voyage: (1) from October 14, 2025: RMB 400 per net ton; (2) from April 17, 2026: RMB 640 per net ton; (3) from April 17, 2027: RMB 880 per net ton; and (4) from April 17, 2028: RMB 1,120 per net ton. The U.S. and Chinese fees are each charged up to five times per year, per vessel. On October 30, 2025, the U.S. and China each announced that these port fees would be suspended for a one-year period. It is unknown the effect that these port fees, the implementation of which remains unclear, will have on us and our fleet or our industry generally. It is unknown the effect that these proposed new port fees, whether adopted in the form proposed or with modifications, will have on us and our fleet, which includes a number of Chinese-built vessels and newbuildings, or our industry generally.

These policy pronouncements have created significant uncertainty about the future relationship between the United States and China, Canada, Mexico, the EU and other exporting countries, including with respect to trade policies, treaties, government regulations and tariffs, and has led to concerns regarding the potential for an extended trade war. While the ultimate impact such developments, or the perception they may occur, will have on our industry and our business is currently unknown, such developments may have a material adverse effect on global economic conditions, and may significantly reduce global trade, which could adversely and materially affect freight rates and charter rates for our containerhips to the extent we are seeking employment for our vessels and therefore our business, results of operations, and financial condition.

## **Middle East Conflict**

In March 2026, the outbreak of war in the Middle East between Iran and the U.S. and Israel, including strikes by Iran on energy infrastructure in a number of other Middle Eastern countries and related disruption of shipping in the Persian Gulf and the effective closure of the Strait of Hormuz, has resulted in a sharp increase in oil prices and concerns that the supply of crude oil, LNG and related energy products may be significantly constrained for some period of time. On April 7, 2026, a two-week ceasefire in the war between Iran and the U.S. and Israel was announced, which was subsequently extended on a number of occasions culminating in a memorandum of understanding being entered into to, among other things, open the Strait of Hormuz and serve as basis for the negotiation of a definitive agreement to end the war. However, subsequently the Strait of Hormuz has again effectively closed after a brief period of increased ship transits and armed hostilities have resumed for periods of time. Whether a ceasefire will be reimposed, hold or be further extended, or whether an end to the conflict can be achieved, is uncertain. Houthis have also recently increased the frequency of their attacks on ships and threatened to attempt to close the Red Sea to ship transits.

The impact of this conflict on global demand for seaborne transportation of containerized and drybulk cargoes and global trading patterns for container and drybulk vessels, which initially has been limited, is uncertain, however if the high prices and volatility in the energy market persist, it could ultimately adversely affect global economic growth, which in turn could adversely affect container and drybulk vessel demand and our business. The foregoing risks should be read together with the tariff-related uncertainties described above, as both represent sources of potential disruption to global trade and economic activity.

## **Segments**

Since the acquisition of the drybulk vessels in 2023, for management purposes, we are organized based on operating revenues generated from container vessels and drybulk vessels and have two reporting segments: (1) a container vessels segment and (2) a drybulk vessels segment. The container vessels segment owns and operates container vessels which are primarily chartered on multi-year, fixed-rate time charter and bareboat charter agreements. The drybulk vessels segment owns and operates drybulk vessels to provide drybulk commodities transportation services.

The chief operating decision maker (“CODM”) is our Chief Executive Officer. The CODM monitors and assesses the performance of the container vessels segment and the drybulk vessels segment based on each segment’s net income. The CODM uses segment net income to evaluate the overall profitability of each segment on a consistent basis, identify trends in segment-level operating performance, and make decisions regarding the allocation of capital between the two segments. Items included in the applicable segment’s net income are directly allocated to the extent that the items are directly or indirectly attributable to the segments. With regards to the items that are allocated by indirect calculations, their allocation is commensurate to the utilization of key resources. Other segment items include components that are not allocated to any of our reportable segments and include equity investments accounted for using the equity method of accounting and investments in marketable securities. These items are reviewed by the CODM at the consolidated level and are not considered in the evaluation of individual segment performance.

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The following table summarizes our selected financial information for the six months ended June 30, 2026, by segment (in thousands of US\$):

| <b>Income Statement Metrics for the six months ended June 30, 2026 <sup>(1)</sup></b>                       | <b>Container<br/>vessels segment</b> | <b>Drybulk vessels<br/>segment</b> | <b>Total</b>      |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------|-------------------|
|                                                                                                             | <b>(in '000s of US\$)</b>            |                                    |                   |
| Operating revenues                                                                                          | \$ 468,200                           | \$ 59,868                          | \$ 528,068        |
| Voyage expenses                                                                                             | (13,773)                             | (14,776)                           | (28,549)          |
| Vessel operating expenses                                                                                   | (91,959)                             | (14,713)                           | (106,672)         |
| Depreciation                                                                                                | (75,419)                             | (7,220)                            | (82,639)          |
| Amortization of deferred drydocking and special survey costs                                                | (16,640)                             | (6,142)                            | (22,782)          |
| Interest income (excluding interest income from equity investments)                                         | 14,875                               | —                                  | 14,875            |
| Interest expense and finance costs                                                                          | (19,986)                             | —                                  | (19,986)          |
| Loss on debt extinguishment                                                                                 | (6,027)                              | —                                  | (6,027)           |
| Other segment items <sup>(2)</sup>                                                                          | (29,914)                             | (3,210)                            | (33,124)          |
| <b>Net Income per segment</b>                                                                               | <b>\$ 229,357</b>                    | <b>\$ 13,807</b>                   | <b>\$ 243,164</b> |
| Gain on investments, dividend income, interest income from equity investment and loss on equity investments |                                      |                                    | 49,072            |
| <b>Net Income</b>                                                                                           |                                      |                                    | <b>\$ 292,236</b> |

- (1) In the table below, the significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.
- (2) Other segment items for each reportable segment include general and administrative expenses, other finance expenses, other (expenses)/income, net, and loss on derivatives.

The following table summarizes our selected balance sheet metrics as of June 30, 2026, by segment (in thousands of US\$):

| <b>Balance Sheet Metrics as of June 30, 2026</b>  | <b>Container<br/>vessels segment</b> | <b>Drybulk vessels<br/>segment</b> | <b>Total</b>        |
|---------------------------------------------------|--------------------------------------|------------------------------------|---------------------|
|                                                   | <b>(in '000s of US\$)</b>            |                                    |                     |
| Total Assets per segment                          | \$ 4,865,518                         | \$ 358,883                         | \$ 5,224,401        |
| Marketable Securities <sup>(1)</sup>              |                                      |                                    | 223,176             |
| Receivable from equity investments <sup>(1)</sup> |                                      |                                    | 57                  |
| <b>Total Assets</b>                               |                                      |                                    | <b>\$ 5,447,634</b> |

- (1) Reflected under “Other current assets” in the condensed consolidated balance sheet.

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The following table summarizes our selected income statement metrics for the six months ended June 30, 2025, by segment (in thousands of US\$):

| <b>Income Statement Metrics for the six months ended June 30, 2025 <sup>(1)</sup></b>                        | <b>Container<br/>vessels segment</b> | <b>Drybulk<br/>vessels segment<br/>(in '000s of US\$)</b> | <b>Total</b>      |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------|-------------------|
| Operating revenues                                                                                           | \$ 475,636                           | \$ 39,825                                                 | \$ 515,461        |
| Voyage expenses                                                                                              | (17,734)                             | (17,211)                                                  | (34,945)          |
| Vessel operating expenses                                                                                    | (92,571)                             | (15,516)                                                  | (108,087)         |
| Depreciation                                                                                                 | (74,154)                             | (6,572)                                                   | (80,726)          |
| Amortization of deferred drydocking and special survey costs                                                 | (18,252)                             | (4,233)                                                   | (22,485)          |
| Interest income (excluding interest income from equity investments)                                          | 7,208                                | —                                                         | 7,208             |
| Interest expense and finance costs                                                                           | (19,714)                             | —                                                         | (19,714)          |
| Other segment items <sup>(2)</sup>                                                                           | (25,481)                             | (2,569)                                                   | (28,050)          |
| <b>Net Income per segment</b>                                                                                | <b>\$ 234,938</b>                    | <b>\$ (6,276)</b>                                         | <b>\$ 228,662</b> |
| Gain on investments, dividend income, interest income from equity investments and loss on equity investments |                                      |                                                           | 17,389            |
| <b>Net Income</b>                                                                                            |                                      |                                                           | <b>\$ 246,051</b> |

- (1) In the table below, the significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.
- (2) Other segment items for each reportable segment include general and administrative expenses, other finance expenses, other (expenses)/income, net, and loss on derivatives.

The following table summarizes the our selected balance sheet metrics as of December 31, 2025, by segment (in thousands of US\$):

| <b>Balance Sheet Metrics as of December 31, 2025</b> | <b>Container<br/>vessels segment</b> | <b>Drybulk<br/>vessels segment<br/>(in '000s of US\$)</b> | <b>Total</b>        |
|------------------------------------------------------|--------------------------------------|-----------------------------------------------------------|---------------------|
| Total Assets per segment                             | \$ 4,717,465                         | \$ 275,965                                                | \$ 4,993,430        |
| Marketable Securities <sup>(1)</sup>                 |                                      |                                                           | 120,244             |
| Receivable from equity investments <sup>(1)</sup>    |                                      |                                                           | 256                 |
| <b>Total Assets</b>                                  |                                      |                                                           | <b>\$ 5,113,930</b> |

- (1) Reflected under “Other current assets” in the condensed consolidated balance sheet.

## Cash Flows

|                                                     | <b>Six months<br/>ended<br/>June 30, 2026<br/>(in '000s of US\$)</b> | <b>Six months<br/>ended<br/>June 30, 2025<br/>(in '000s of US\$)</b> |
|-----------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|
| Net cash provided by operating activities           | \$ 367,496                                                           | \$ 296,639                                                           |
| Net cash used in investing activities               | \$ (400,770)                                                         | \$ (135,610)                                                         |
| Net cash provided by/(used in) financing activities | \$ 4,250                                                             | \$ (68,249)                                                          |

### Net Cash Provided by Operating Activities

Net cash flows provided by operating activities increased by \$70.9 million, to \$367.5 million provided by operating activities in the six months ended June 30, 2026 compared to \$296.6 million provided by operating activities in the six months ended June 30, 2025. The increase was the combined result of: (i) a \$33.2 million increase in cash operating revenues, (ii) a \$15.3 million positive change in working capital, (iii) an \$12.1 million increase in interest income, (iv) a \$4.8 million increase in dividend income from investments, (v) a \$4.9 million decrease in dry-docking expenses, and, (vi) a \$2.4 million decrease in total operating expenses, partially offset by a \$1.8 million increase in net finance costs.

### ***Net Cash Used in Investing Activities***

Net cash flows used in investing activities increased by \$265.2 million, to \$400.8 million used in investing activities in the six months ended June 30, 2026 compared to \$135.6 million used in investing activities in the six months ended June 30, 2025. The increase was the combined result of: (i) a \$202.0 million increase in payments for vessels under construction, (ii) a \$21.7 million increase in payments for vessel acquisition, (iii) a \$41.2 million increase in equity investments, and (iv) a \$1.7 million decrease in net proceeds and insurance proceeds from disposal of vessels, partially offset by a \$1.4 million decrease in vessel cost additions.

### ***Net Cash Provided by/(Used in) Financing Activities***

Net cash flows provided by/(used in) financing activities increased by \$72.5 million, to a net cash inflow of \$4.3 million in the six months ended June 30, 2026, compared to a net cash outflow of \$68.2 million in the six months ended June 30, 2025. This increase was the combined result of: (i) a \$614.0 million increase in proceeds from long-term debt, (ii) a \$46.4 million decrease in repurchases of our common stock, and (iii) a \$6.4 million decrease in regular debt repayments, partially offset by: (i) a \$591.2 million increase in early repayment of long-term debt and senior notes due 2028, (ii) a \$1.8 million increase in finance costs paid, and (iii) a \$1.3 million increase in dividend payments on our common stock.

### **Non-GAAP Financial Measures**

We report our financial results in accordance with U.S. generally accepted accounting principles (“GAAP”). Management believes, however, that certain non-GAAP financial measures used in managing the business may provide users of this financial information additional meaningful comparisons between current results and results in prior operating periods. Management believes that these non-GAAP financial measures can provide additional meaningful reflection of underlying trends of the business because they provide a comparison of historical information that excludes certain items that impact the overall comparability. Management also uses these non-GAAP financial measures in making financial, operating and planning decisions and in evaluating our performance. See the table below for supplemental financial data and corresponding reconciliation to GAAP financial measures. The non-GAAP financial measures should be viewed in addition to, and not as an alternative for, our reported results prepared in accordance with GAAP. The non-GAAP financial measures as presented below may not be comparable to similarly titled measures of other companies in the shipping or other industries.

### ***EBITDA and Adjusted EBITDA***

EBITDA represents net income before interest income and expense, depreciation, as well as amortization of deferred drydocking & special survey costs, amortization of deferred realized losses of cash flow interest rate swaps, amortization of finance costs, commitment fees and debt discount. Adjusted EBITDA represents net income before interest income and expense, depreciation, amortization of deferred drydocking & special survey costs, amortization of deferred realized losses of cash flow interest rate swaps, amortization of finance costs, commitment fees and debt discount, change in fair value of investments, stock-based compensation of executives and employees and loss on debt extinguishment. We believe that EBITDA and Adjusted EBITDA assist investors and analysts in comparing our performance across reporting periods on a consistent basis by excluding items that we do not believe are indicative of our core operating performance. Management also uses these non-GAAP financial measures in making financial, operating and planning decisions and in evaluating the Company’s performance. EBITDA and Adjusted EBITDA are also used: (i) by prospective and current customers as well as potential lenders to evaluate potential transactions; and (ii) to evaluate and price potential acquisition candidates. Our EBITDA and Adjusted EBITDA may not be comparable to that reported by other companies due to differences in methods of calculation.

EBITDA and Adjusted EBITDA have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our results as reported under U.S. GAAP. Some of these limitations are: (i) EBITDA/Adjusted EBITDA does not reflect changes in, or cash requirements for, working capital needs; and (ii) although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and EBITDA/Adjusted EBITDA do not reflect any cash requirements for such capital expenditures. In evaluating Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in this presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Because of these limitations, EBITDA/Adjusted EBITDA should not be considered as principal indicators of our performance.

***Reconciliation of Net Income to EBITDA and Adjusted EBITDA***

|                                                                  | Six months<br>ended<br>June 30, 2026<br>(in '000s of US\$) | Six months<br>ended<br>June 30, 2025<br>(in '000s of US\$) |
|------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|
| Net income                                                       | \$ 292,236                                                 | \$ 246,051                                                 |
| Depreciation                                                     | 82,639                                                     | 80,726                                                     |
| Amortization of deferred drydocking & special survey costs       | 22,782                                                     | 22,485                                                     |
| Amortization of deferred losses of cash flow interest rate swaps | 1,796                                                      | 1,796                                                      |
| Amortization of finance costs, commitment fees and debt discount | 2,723                                                      | 2,685                                                      |
| Interest income                                                  | (14,958)                                                   | (7,266)                                                    |
| Interest expense                                                 | 18,221                                                     | 18,169                                                     |
| <b>EBITDA</b>                                                    | <b>405,439</b>                                             | <b>364,646</b>                                             |
| Gain on investments                                              | (44,357)                                                   | (17,217)                                                   |
| Loss on debt extinguishment                                      | 6,027                                                      | —                                                          |
| Stock based compensation                                         | 284                                                        | 285                                                        |
| <b>Adjusted EBITDA</b>                                           | <b>\$ 367,393</b>                                          | <b>\$ 347,714</b>                                          |

EBITDA increased by \$40.8 million, to \$405.4 million in the six months ended June 30, 2026 from \$364.6 million in the six months ended June 30, 2025. The increase was primarily attributable to: (i) a \$27.1 million increase in fair value gain on investments, (ii) a \$12.6 million increase in operating revenues, (iii) a \$4.8 million increase in dividends received, (iii) a \$2.6 million decrease in total operating expenses, partially offset by: (i) a \$6.0 million increase in loss on debt extinguishment, and ii) a \$0.3 million increase in loss on equity investments.

Adjusted EBITDA increased by 5.7%, or \$19.7 million, to \$367.4 million for the six months ended June 30, 2026, from \$347.7 million for the six months ended June 30, 2025. The increase was primarily attributable to (i) a \$12.6 million increase in operating revenues, (ii) a \$4.8 million increase in dividends received, (iii) a \$2.6 million decrease in total operating expenses, partially offset by a \$0.3 million increase in loss on equity investments.

Adjusted EBITDA for the six months ended June 30, 2026 is adjusted for (i) a \$44.4 million gain from the change in fair value of investments, (ii) a \$6.0 million of loss on debt extinguishment and (iii) stock based compensation of \$0.3 million.

**Net Income Reconciliation to Adjusted EBITDA per segment (in thousands of US\$):**

|                                                                           | Six months ended<br>June 30, 2026 |                    |                 |                   | Six months ended<br>June 30, 2025 |                    |               |                   |
|---------------------------------------------------------------------------|-----------------------------------|--------------------|-----------------|-------------------|-----------------------------------|--------------------|---------------|-------------------|
|                                                                           | Container<br>Vessels              | Drybulk<br>Vessels | Other           | Total             | Container<br>Vessels              | Drybulk<br>Vessels | Other         | Total             |
|                                                                           |                                   | (in '000s of US\$) |                 |                   |                                   | (in '000s of US\$) |               |                   |
| Net income/(loss)                                                         | \$ 229,357                        | \$ 13,807          | \$ 49,072       | \$ 292,236        | \$ 234,938                        | \$ (6,276)         | \$ 17,389     | \$ 246,051        |
| Depreciation                                                              | 75,419                            | 7,220              | —               | 82,639            | 74,154                            | 6,572              | —             | 80,726            |
| Amortization of deferred drydocking & special survey costs                | 16,640                            | 6,142              | —               | 22,782            | 18,252                            | 4,233              | —             | 22,485            |
| Amortization of deferred finance costs, commitment fees and debt discount | 2,723                             | —                  | —               | 2,723             | 2,685                             | —                  | —             | 2,685             |
| Amortization of deferred realized losses on interest rate swaps           | 1,796                             | —                  | —               | 1,796             | 1,796                             | —                  | —             | 1,796             |
| Interest income                                                           | (14,875)                          | —                  | (83)            | (14,958)          | (7,208)                           | —                  | (58)          | (7,266)           |
| Interest expense excluding amortization of finance costs                  | 18,221                            | —                  | —               | 18,221            | 18,169                            | —                  | —             | 18,169            |
| Change in fair value of investments                                       | —                                 | —                  | (44,357)        | (44,357)          | —                                 | —                  | (17,217)      | (17,217)          |
| Stock based compensation of executives and employees                      | 265                               | 19                 | —               | 284               | 265                               | 20                 | —             | 285               |
| Loss on debt extinguishment                                               | 6,027                             | —                  | —               | 6,027             | —                                 | —                  | —             | —                 |
| <b>Adjusted EBITDA<sup>(1)</sup></b>                                      | <b>\$ 335,573</b>                 | <b>\$ 27,188</b>   | <b>\$ 4,632</b> | <b>\$ 367,393</b> | <b>\$ 343,051</b>                 | <b>\$ 4,549</b>    | <b>\$ 114</b> | <b>\$ 347,714</b> |

**Time Charter Equivalent Revenues and Time Charter Equivalent US\$/day per segment**

Time charter equivalent revenues is a non-GAAP measure and represents operating revenues less voyage expenses excluding commissions, presented per container vessels segment and drybulk vessels segment separately. We include time charter equivalent revenues as it provides additional meaningful information in conjunction with operating revenues, the most directly comparable GAAP measure, and it assists our management in making decisions regarding the deployment and use of our operating vessels and assists investors and our management in evaluating our financial performance.

Time charter equivalent US\$/per day (“TCE rate”) is a metric calculated by dividing time charter equivalent revenues of each segment by operating days of each segment. Operating days of each segment is calculated by deducting vessel off-hire days of each segment from total ownership days of each segment. TCE rate reflects the average daily net revenue performance of our vessels in each segment, derived from time charter equivalent revenues, a non-GAAP measure as described above. TCE rate is a standard shipping industry performance measure used primarily to compare period to period changes in a shipping company’s performance despite changes in the mix of charter types, i.e., voyage charters, time charters and bareboat charters, under which its vessels may be employed between the periods. Our method of computing TCE rate may not necessarily be comparable to TCE rates of other companies due to differences in methods of calculation. We include TCE rate, a non-GAAP measure, as it assists our management in making decisions regarding the deployment and use of our operating vessels and assists investors and our management in evaluating our financial performance.

|                                                                          | Three months<br>ended<br>June 30,<br>2026 | Three months<br>ended<br>June 30,<br>2025 | Six months<br>ended<br>June 30,<br>2026 | Six months<br>ended<br>June 30,<br>2025 |
|--------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Container Vessels Fleet Utilization (No. of Days)</b>                 |                                           |                                           |                                         |                                         |
| Ownership Days                                                           | 6,825                                     | 6,734                                     | 13,575                                  | 13,371                                  |
| Less Off-hire Days:                                                      |                                           |                                           |                                         |                                         |
| Scheduled Off-hire Days                                                  | (93)                                      | (103)                                     | (239)                                   | (270)                                   |
| Other Off-hire Days                                                      | (64)                                      | (8)                                       | (73)                                    | (27)                                    |
| <b>Operating Days<sup>(1)</sup></b>                                      | <b>6,668</b>                              | <b>6,623</b>                              | <b>13,263</b>                           | <b>13,074</b>                           |
| <b>Vessel Utilization<sup>(2)</sup></b>                                  | <b>97.7 %</b>                             | <b>98.4 %</b>                             | <b>97.7 %</b>                           | <b>97.8 %</b>                           |
| Operating Revenues (in '000s of US\$)                                    | \$ 238,650                                | \$ 239,446                                | \$ 468,200                              | \$ 475,636                              |
| Less: Voyage (Expenses)/ Income excluding commissions (in '000s of US\$) | \$ (1,791)                                | \$ (442)                                  | \$ 2,810                                | \$ (749)                                |
| <b>Time Charter Equivalent Revenues (in '000s of US\$)</b>               | <b>\$ 236,859</b>                         | <b>\$ 239,004</b>                         | <b>\$ 471,010</b>                       | <b>\$ 474,887</b>                       |
| <b>Time Charter Equivalent US\$/per day<sup>(3)</sup></b>                | <b>\$ 35,522</b>                          | <b>\$ 36,087</b>                          | <b>\$ 35,513</b>                        | <b>\$ 36,323</b>                        |
|                                                                          |                                           |                                           |                                         |                                         |
|                                                                          | Three months<br>ended<br>June 30,<br>2026 | Three months<br>ended<br>June 30,<br>2025 | Six months<br>ended<br>June 30,<br>2026 | Six months<br>ended<br>June 30,<br>2025 |
| <b>Drybulk Vessels Fleet Utilization (No. of Days)</b>                   |                                           |                                           |                                         |                                         |
| Ownership Days                                                           | 1,001                                     | 910                                       | 1,914                                   | 1,810                                   |
| Less Off-hire Days:                                                      |                                           |                                           |                                         |                                         |
| Scheduled Off-hire Days                                                  | —                                         | —                                         | (163)                                   | (56)                                    |
| Other Off-hire Days                                                      | (5)                                       | (2)                                       | (6)                                     | (14)                                    |
| <b>Operating Days<sup>(1)</sup></b>                                      | <b>996</b>                                | <b>908</b>                                | <b>1,745</b>                            | <b>1,740</b>                            |
| <b>Vessel Utilization<sup>(2)</sup></b>                                  | <b>99.5 %</b>                             | <b>99.8 %</b>                             | <b>91.2 %</b>                           | <b>96.1 %</b>                           |
| Operating Revenues (in '000s of US\$)                                    | \$ 35,720                                 | \$ 22,708                                 | \$ 59,868                               | \$ 39,825                               |
| Less: Voyage Expenses excluding commissions (in '000s of US\$)           | \$ (5,441)                                | \$ (6,424)                                | \$ (10,995)                             | \$ (14,794)                             |
| <b>Time Charter Equivalent Revenues (in '000s of US\$)</b>               | <b>\$ 30,279</b>                          | <b>\$ 16,284</b>                          | <b>\$ 48,873</b>                        | <b>\$ 25,031</b>                        |
| <b>Time Charter Equivalent US\$/per day<sup>(3)</sup></b>                | <b>\$ 30,401</b>                          | <b>\$ 17,934</b>                          | <b>\$ 28,007</b>                        | <b>\$ 14,386</b>                        |

- (1) We define Operating Days as the total number of Ownership Days net of Scheduled off-hire days (days associated with scheduled repairs, drydockings or special or intermediate surveys or days) and net of off-hire days associated with unscheduled repairs or days waiting to find employment but including days our vessels were sailing for repositioning. The shipping industry uses Operating Days to measure the number of days in a period during which vessels actually generate revenues or are sailing for repositioning purposes. Our definition of Operating Days may not be comparable to that used by other companies in the shipping industry.
- (2) Vessel utilization is calculated by dividing Operating Days by Ownership Days.
- (3) Time charter equivalent US\$/per day ("TCE rate") is a metric calculated by dividing time charter equivalent revenues of each segment by operating days of each segment. Operating days of each segment is calculated by deducting vessel off-hire days of each segment from total ownership days of each segment. TCE rate reflects the average daily net revenue performance of our vessels in each segment, derived from time charter equivalent revenues, a non-GAAP measure as described above. TCE rate is a standard shipping industry performance measure used primarily to compare period to period changes in a shipping company's performance despite changes in the mix of charter types, i.e., voyage charters, time charters and bareboat charters, under which its vessels may be employed between the periods. Our method of computing TCE rate may not necessarily be comparable to TCE rates of other companies due to differences in methods of calculation. We include TCE rate, a non-GAAP measure, as it assists our management in making decisions regarding the deployment and use of our operating vessels and assists investors and our management in evaluating our financial performance.

## Credit Facilities

We, as borrower or guarantor, and certain of our subsidiaries, as borrowers or guarantors, have entered into a number of credit facilities in connection with financing the acquisition of certain vessels in our fleet. Our existing credit facilities are secured by, among other things, our vessels (as described below). The following summarizes certain terms of our credit facilities and our unsecured 6.875% Senior Notes as of June 30, 2026:

| Credit Facility                                 | Outstanding<br>Principal<br>Amount<br>(in millions of US\$) | Collateral Vessels and Under Construction Hulls                                                                                                                                                                                                                                                       |
|-------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Citibank \$382.5 mil. Revolving Credit Facility | \$ —                                                        | <i>Kota Plumbago, Speed, Ambition, Pusan C, Le Havre, Europe, America, CMA CGM Musset, CMA CGM Rabelais, CMA CGM Nerval, YM Maturity and YM Mandate</i>                                                                                                                                               |
| Syndicated \$850.0 mil. Facility <sup>(1)</sup> | \$ —                                                        | <i>Hull No. YZJ2023-1556, Hull No. YZJ2023-1557, Hull No. YZJ2024-1612, Hull No. YZJ2024-1613, Hull No. YZJ2024-1625, Hull No. YZJ2024-1626, Hull No. YZJ2024-1668, Hull No. C9200-7, Hull No. C9200-8, Hull No. C9200-9, Hull No. C9200-10, Hull No. C9200-11, Hull No. H2596 and Hull No. H2597</i> |
| JOLCO Facilities <sup>(2)</sup>                 | \$ 732.7                                                    | <i>Phoebe, Greenhouse, Interasia Accelerate, Interasia Amplify, Catherine C, Greenland, Greenville and Greenfield</i>                                                                                                                                                                                 |
| KfW IPEX-Bank                                   | \$ —                                                        | <i>Hull No. S1162, Hull No. S1163, Hull No. S1164, Hull No. S1165, Hull No. S1166 and Hull No. S1167</i>                                                                                                                                                                                              |
| 6.875% Senior Notes                             | \$ 500.0                                                    | None                                                                                                                                                                                                                                                                                                  |

(1) In July 2026, we drew down \$57.75 million under the Syndicated \$850.0 mil. Facility in connection with the delivery of the newbuilding vessel *Santorini Express*.

(2) In May 2026, we entered into three additional JOLCO facilities for the financing of the Hull No. *CV5900-09*, the Hull No. *C7100-9* and the Hull No. *C7100-10*, providing for aggregate financing of up to \$236.0 million with expected delivery dates in the second and third quarters of 2027.

As of June 30, 2026, there was \$225.0 million of remaining borrowing availability under our Citibank \$382.5 mil. Revolving Credit Facility, \$850.0 million under the Syndicated \$850.0 mil. Facility, \$236.0 million under the JOLCO Facilities and \$132.0 million under the KfW IPEX-Bank facility. See Note 9 “Long-term Debt, net” to our unaudited condensed consolidated financial statements included in this report for additional information regarding our outstanding debt and the related repayment schedule.

## **Senior Notes**

On October 16, 2025, we consummated an offering of \$500 million aggregate principal amount of 6.875% Senior Notes due 2032, which we refer to as 6.875% Senior Notes or the 6.875% Senior Unsecured Notes Due 2032. The 6.875% Senior Notes are general senior unsecured obligations of Danaos Corporation. The 6.875% Senior Notes were issued pursuant to an Indenture, dated as of October 16, 2025, between Danaos Corporation and Citibank, N.A., London Branch, as trustee, paying agent, registrar and transfer agent (the “Indenture”). The 6.875% Senior Notes bear interest at a rate of 6.875% per year, payable in cash on March 1 and September 1 of each year, commencing March 1, 2026. The 6.875% Senior Notes will mature on October 15, 2032. For additional details regarding the Senior Notes please refer to Note 9, “Long-term Debt, net” in the unaudited condensed consolidated financial statements included elsewhere in this report and “Item 5. Operating and Financial Review and Prospects—Senior Notes” in our Annual Report on Form 20-F for the year ended December 31, 2025 filed with the Securities and Exchange Commission on February 27, 2026.

## **Qualitative and Quantitative Disclosures about Market Risk**

### ***Foreign Currency Exchange Risk***

We did not enter into derivative instruments to hedge the foreign currency translation of assets or liabilities or foreign currency transactions during the six months ended June 30, 2026 and June 30, 2025. In April 2026, we invested approximately \$58.6 million in cash to acquire the Yoda PLC equity investment denominated in Euro, as described above in the “Liquidity and Capital Resources” section. This investment is measured at fair value through net income under ASC 321, and its USD carrying value is subject to EUR/USD exchange rate fluctuations. We have not entered into any hedging instruments with respect to this exposure.

### ***Impact of Inflation and Interest Rates Risk on our Business***

We continue to see near-term impacts on our business due to elevated inflation in the United States of America, Eurozone and other countries, including ongoing global prices pressures in the wake of the war in Ukraine, driving up energy and commodity prices, which continue to affect our operating expenses to a moderate extent. Interest rates have increased rapidly and substantially as central banks in developed countries raise interest rates in an effort to subdue inflation. The eventual implications of tighter monetary policy, and potentially higher long-term interest rates may drive a higher cost of capital for our business, including because borrowings under our credit facilities, which are increasing as we fund the cost of our contracted container vessel newbuildings, are advanced at a floating rate based on SOFR and we do not have any interest rate hedging arrangements.

In the past, we entered into interest rate swap agreements converting floating interest rate exposure into fixed interest rates in order to hedge our exposure to fluctuations in prevailing market interest rates, as well as interest rate swap agreements converting the fixed rate we paid in connection with certain of our credit facilities into floating interest rates in order to economically hedge the fair value of the fixed rate credit facilities against fluctuations in prevailing market interest rates. All of these interest rate swap agreements have expired and we do not currently have any outstanding interest rate swap agreements. Refer to Note 10, “Financial Instruments”, to our unaudited condensed consolidated financial statements included in this report.

## Capitalization and Indebtedness

The table below sets forth our consolidated capitalization as of June 30, 2026:

- on an actual basis; and
- on an as adjusted basis to reflect, in the period from July 1, 2026 to August 3, 2026: (i) the drawdown of \$57.75 million for the newbuilding vessel *Santorini Express* and (ii) the dividend payment of \$16.4 million for the second quarter of 2026 on July 30, 2026 to shareholders of record as of July 21, 2026.

Other than these adjustments, there have been no other material changes to our capitalization from debt or equity issuances, recapitalizations, special dividends, or debt repayments as adjusted in the table below between July 1, 2026 and August 3, 2026.

|                                                                                                                                     | As of June 30, 2026  |                     |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
|                                                                                                                                     | Actual               | As adjusted         |
|                                                                                                                                     | In thousands of US\$ |                     |
| <b>Debt:</b>                                                                                                                        |                      |                     |
| Senior unsecured notes due 2032                                                                                                     | \$ 500,000           | \$ 500,000          |
| Citibank \$382.5 mil. Revolving Credit Facility                                                                                     | —                    | —                   |
| Syndicated \$850.0 mil. Facility                                                                                                    | —                    | 57,750              |
| KfW \$132.0 mil. Facility                                                                                                           | —                    | —                   |
| JOLCO Facilities                                                                                                                    | 732,725              | 732,725             |
| <b>Total debt <sup>(1) (2)</sup></b>                                                                                                | <b>\$ 1,232,725</b>  | <b>\$ 1,290,475</b> |
| <b>Stockholders' equity:</b>                                                                                                        |                      |                     |
| Preferred stock, par value \$0.01 per share; 100,000,000 preferred shares authorized and none issued; actual and as adjusted        | —                    | —                   |
| Common stock, par value \$0.01 per share; 750,000,000 shares authorized; 25,790,282 shares issued and 18,203,567 shares outstanding | 182                  | 182                 |
| Additional paid-in capital                                                                                                          | 590,457              | 590,457             |
| Accumulated other comprehensive loss                                                                                                | (68,522)             | (68,522)            |
| Retained earnings                                                                                                                   | 3,534,692            | 3,518,309           |
| <b>Total stockholders' equity</b>                                                                                                   | <b>4,056,809</b>     | <b>4,040,426</b>    |
| <b>Total capitalization</b>                                                                                                         | <b>\$ 5,289,534</b>  | <b>\$ 5,330,901</b> |

- (1) All of the indebtedness reflected in the table, other than Danaos Corporation's unsecured senior notes due 2032 (\$500.0 million on an actual basis), is secured and guaranteed by Danaos Corporation. See Note 9 "Long-Term Debt, net" to our unaudited condensed consolidated financial statements included elsewhere in this report.
- (2) Total debt is presented gross of deferred finance costs and debt discount, which amounted to \$22.0 million.

## Our Fleet

The following table describes in detail the deployment profile of our 76 container vessels as of August 3, 2026:

| Vessel Details                          |            |            | Charter Arrangements                 |                                              |                             |                                                         |                                     |
|-----------------------------------------|------------|------------|--------------------------------------|----------------------------------------------|-----------------------------|---------------------------------------------------------|-------------------------------------|
| Vessel Name                             | Year Built | Size (TEU) | Expiration of Charter <sup>(1)</sup> | Contracted Employment through <sup>(2)</sup> | Charter Rate <sup>(3)</sup> | Extension Options <sup>(4)</sup>                        | Charter Rate                        |
| <i>Ambition</i>                         | 2012       | 13,100     | April 2027                           | April 2027                                   | \$ 51,500                   | + 6 months<br>+ 10.5 to 13.5 months<br>+ 9 to 12 months | \$ 51,500<br>\$ 51,500<br>\$ 51,500 |
| <i>Speed</i>                            | 2012       | 13,100     | March 2027                           | March 2027                                   | \$ 51,500                   | + 6 months<br>+ 10.5 to 13.5 months<br>+ 9 to 12 months | \$ 51,500<br>\$ 51,500<br>\$ 51,500 |
| <i>Kota Plumbago</i>                    | 2012       | 13,100     | July 2027                            | July 2027                                    | \$ 54,000                   | + 3 to 26 months                                        | \$ 54,000                           |
| <i>Kota Primrose</i>                    | 2012       | 13,100     | April 2027                           | April 2027                                   | \$ 54,000                   | + 3 to 26 months                                        | \$ 54,000                           |
| <i>Kota Peony</i>                       | 2012       | 13,100     | March 2027                           | March 2027                                   | \$ 54,000                   | + 3 to 26 months                                        | \$ 54,000                           |
| <i>Express Rome</i>                     | 2011       | 10,100     | August 2030                          | August 2027<br>August 2030                   | \$ 70,000<br>\$ 35,000      | + 2 months                                              | \$ 35,000                           |
| <i>Express Berlin</i>                   | 2011       | 10,100     | March 2029                           | March 2029                                   | \$ 45,000                   |                                                         |                                     |
| <i>Express Athens</i>                   | 2011       | 10,100     | August 2027<br>July 2030             | August 2027<br>July 2030                     | \$ 70,000<br>\$ 35,000      | + 2 months                                              | \$ 35,000                           |
| <i>Le Havre</i>                         | 2006       | 9,580      | August 2031                          | August 2028<br>August 2031                   | \$ 58,500<br>\$ 41,000      | + 3 months                                              | \$ 41,000                           |
| <i>Pusan C</i>                          | 2006       | 9,580      | July 2031                            | July 2028<br>July 2031                       | \$ 58,500<br>\$ 41,000      | + 3 months                                              | \$ 41,000                           |
| <i>Bremen</i>                           | 2009       | 9,012      | March 2031                           | March 2028<br>March 2031                     | \$ 56,000<br>\$ 39,000      | + 3 months                                              | \$ 39,000                           |
| <i>C Hamburg</i>                        | 2009       | 9,012      | March 2031                           | March 2028<br>March 2031                     | \$ 56,000<br>\$ 39,000      | + 3 months                                              | \$ 39,000                           |
| <i>Niledutch Lion</i>                   | 2008       | 8,626      | August 2026<br>July 2029             | August 2026<br>July 2029                     | \$ 47,500<br>\$ 40,000      |                                                         |                                     |
| <i>Belita</i>                           | 2006       | 8,533      | June 2031                            | July 2028<br>June 2031                       | \$ 37,000<br>\$ 34,500      | + 3 months<br>+ 10.5 months                             | \$ 34,500<br>\$ 34,500              |
| <i>Kota Manzanillo</i>                  | 2005       | 8,533      | December 2028                        | December 2028                                | \$ 39,300                   | + 4 months<br>+ 9 to 11 months                          | \$ 39,300<br>\$ 39,300              |
| <i>CMA CGM Melisande</i>                | 2012       | 8,530      | January 2032                         | January 2032                                 | \$ 34,500                   | + 3 months<br>+ 10.5 months                             | \$ 34,500<br>\$ 34,500              |
| <i>CMA CGM Attila</i>                   | 2011       | 8,530      | May 2031                             | May 2031                                     | \$ 34,500                   | + 3 months<br>+ 10.5 months                             | \$ 34,500<br>\$ 34,500              |
| <i>CMA CGM Tancredi</i>                 | 2011       | 8,530      | July 2031                            | July 2031                                    | \$ 34,500                   | + 3 months<br>+ 10.5 months                             | \$ 34,500<br>\$ 34,500              |
| <i>CMA CGM Bianca</i>                   | 2011       | 8,530      | September 2031                       | September 2031                               | \$ 34,500                   | + 3 months<br>+ 10.5 months                             | \$ 34,500<br>\$ 34,500              |
| <i>CMA CGM Samson</i>                   | 2011       | 8,530      | November 2031                        | November 2031                                | \$ 34,500                   | + 3 months<br>+ 10.5 months                             | \$ 34,500<br>\$ 34,500              |
| <i>America</i>                          | 2004       | 8,468      | June 2031                            | June 2028<br>June 2031                       | \$ 56,000<br>\$ 37,000      | + 3 months                                              | \$ 37,000                           |
| <i>Europe</i>                           | 2004       | 8,468      | July 2031                            | July 2028<br>July 2031                       | \$ 56,000<br>\$ 37,000      | + 3 months                                              | \$ 37,000                           |
| <i>Kota Santos</i>                      | 2005       | 8,463      | June 2029                            | August 2026<br>June 2029                     | \$ 50,000<br>\$ 39,300      | + 4 months<br>+ 9 to 11 months                          | \$ 39,300<br>\$ 39,300              |
| <i>Santorini Express <sup>(7)</sup></i> | 2026       | 8,258      | July 2031                            | July 2031                                    | \$ 42,000                   | + 3 months<br>+ 22.5 months                             | \$ 42,000<br>\$ 42,000              |
| <i>Catherine C</i>                      | 2024       | 8,010      | June 2029                            | June 2029                                    | \$ 42,000                   | + 2 months                                              | \$ 42,000                           |
| <i>Greenland</i>                        | 2024       | 8,010      | August 2029                          | August 2029                                  | \$ 42,000                   | + 2 months                                              | \$ 42,000                           |
| <i>Greenville</i>                       | 2024       | 8,010      | October 2029                         | October 2029                                 | \$ 42,000                   | + 2 months                                              | \$ 42,000                           |
| <i>Greenfield</i>                       | 2024       | 8,010      | November 2029                        | November 2029                                | \$ 42,000                   | + 2 months                                              | \$ 42,000                           |
| <i>Interasia Accelerate</i>             | 2024       | 7,165      | April 2032                           | April 2027<br>April 2032                     | \$ 36,000<br>\$ 37,000      | + 6 months<br>+ 34 to 38 months                         | \$ 37,000<br>\$ 37,000              |
| <i>Interasia Amplify</i>                | 2024       | 7,165      | September 2032                       | September 2027<br>September 2032             | \$ 36,000<br>\$ 37,000      | + 6 months<br>+ 34 to 38 months                         | \$ 37,000<br>\$ 37,000              |
| <i>CMA CGM Moliere</i>                  | 2009       | 6,500      | August 2030                          | March 2027<br>August 2030                    | \$ 55,000<br>\$ 31,500      | + 3 to 13.5 months                                      | \$ 31,500                           |
| <i>CMA CGM Musset</i>                   | 2010       | 6,500      | September 2030                       | July 2027<br>September 2030                  | \$ 40,000<br>\$ 31,500      | + 3 to 13.5 months                                      | \$ 31,500                           |
| <i>CMA CGM Nerval</i>                   | 2010       | 6,500      | October 2030                         | November 2027                                | \$ 30,000                   | + 3 to 13.5 months                                      | \$ 30,000                           |
| <i>CMA CGM Rabelais</i>                 | 2010       | 6,500      | January 2028                         | January 2028                                 | \$ 30,000                   | + 2 months                                              | \$ 30,000                           |
| <i>Racine</i>                           | 2010       | 6,500      | March 2029                           | March 2029                                   | \$ 37,500                   |                                                         |                                     |
| <i>YM Mandate</i>                       | 2010       | 6,500      | January 2028                         | January 2028                                 | \$ 26,890                   | (5)+ 8 months                                           | \$ 26,890                           |
| <i>YM Maturity</i>                      | 2010       | 6,500      | April 2028                           | April 2028                                   | \$ 26,890                   | (5)+ 8 months                                           | \$ 26,890                           |
| <i>Dimitra C</i>                        | 2002       | 6,402      | May 2028                             | May 2028                                     | \$ 35,000                   | + 2 months                                              | \$ 35,000                           |
| <i>Savannah</i>                         | 2002       | 6,402      | June 2027                            | June 2027                                    | \$ 40,000                   | + 3 months<br>+ 9 to 12 months                          | \$ 40,000<br>\$ 30,000              |

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| Vessel Details                   |            |            | Charter Arrangements                 |                                              |                             |                                                     |                                     |
|----------------------------------|------------|------------|--------------------------------------|----------------------------------------------|-----------------------------|-----------------------------------------------------|-------------------------------------|
| Vessel Name                      | Year Built | Size (TEU) | Expiration of Charter <sup>(1)</sup> | Contracted Employment through <sup>(2)</sup> | Charter Rate <sup>(3)</sup> | Extension Options <sup>(4)</sup>                    |                                     |
|                                  |            |            |                                      |                                              |                             | Period                                              | Charter Rate                        |
| <i>Phoebe</i> <sup>(6)</sup>     | 2025       | 6,014      | December 2026<br>October 2031        | December 2026<br>October 2031                | \$ 35,000<br>\$ 32,500      | + 4 months<br>+ 9 to 11 months<br>+ 10 to 12 months | \$ 32,500<br>\$ 32,500<br>\$ 32,500 |
| <i>Greenhouse</i> <sup>(6)</sup> | 2025       | 6,014      | October 2027<br>August 2032          | October 2027<br>August 2032                  | \$ 35,000<br>\$ 32,500      | + 4 months<br>+ 9 to 11 months<br>+ 10 to 12 months | \$ 32,500<br>\$ 32,500<br>\$ 32,500 |
| <i>Kota Lima</i>                 | 2002       | 5,544      | November 2026<br>November 2028       | November 2026<br>November 2028               | \$ 24,000<br>\$ 42,500      | + 2 months                                          | \$ 42,500                           |
| <i>Suez Canal</i>                | 2002       | 5,610      | April 2028                           | April 2028                                   | \$ 30,000                   | +2 months                                           | \$ 30,000                           |
| <i>Wide Alpha</i>                | 2014       | 5,466      | January 2030                         | July 2027<br>January 2030                    | \$ 34,000<br>\$ 27,450      | + 4 months<br>+ 21.5 to 24 months                   | \$ 27,450<br>\$ 25,000              |
| <i>Stephanie C</i>               | 2014       | 5,466      | September 2028                       | September 2028                               | \$ 33,750                   | +2 months<br>+23 to 25 months                       | \$ 33,750<br>\$ 33,750              |
| <i>Euphrates</i>                 | 2014       | 5,466      | September 2028                       | September 2028                               | \$ 33,750                   | +2 months<br>+23 to 25 months                       | \$ 33,750<br>\$ 33,750              |
| <i>Wide Hotel</i>                | 2015       | 5,466      | March 2030                           | September 2027<br>March 2030                 | \$ 34,000<br>\$ 27,450      | + 4 months<br>+ 21.5 to 24 months                   | \$ 27,450<br>\$ 25,000              |
| <i>Wide India</i>                | 2015       | 5,466      | October 2028                         | October 2028                                 | \$ 33,750                   | + 2 months<br>+ 23 to 25 months                     | \$ 33,750<br>\$ 33,750              |
| <i>Wide Juliet</i>               | 2015       | 5,466      | August 2027                          | September 2026<br>August 2027                | \$ 25,000<br>\$ 30,000      | + 2 months<br>+ 32 to 36 months<br>+ 7 to 10 months | \$ 30,000<br>\$ 30,000<br>\$ 29,000 |
| <i>Rio Grande</i>                | 2008       | 4,253      | November 2026<br>October 2029        | November 2026<br>October 2029                | \$ 30,000<br>\$ 28,000      | + 2 months                                          | \$ 28,000                           |
| <i>Paolo (ex Merve A)</i>        | 2008       | 4,253      | November 2027                        | November 2027                                | \$ 26,000                   | + 2 months                                          | \$ 26,000                           |
| <i>Kingston</i>                  | 2008       | 4,253      | June 2029                            | June 2027<br>June 2029                       | \$ 35,500<br>\$ 32,500      | + 2.5 months                                        | \$ 32,500                           |
| <i>Monaco</i>                    | 2009       | 4,253      | May 2029                             | November 2026<br>May 2029                    | \$ 30,000<br>\$ 33,000      | + 4 months                                          | \$ 33,000                           |
| <i>Dalian</i>                    | 2009       | 4,253      | April 2028                           | April 2028                                   | \$ 27,250                   | + 3.5 months                                        | \$ 27,250                           |
| <i>Jamaica (ex Luanda)</i>       | 2009       | 4,253      | August 2028                          | August 2028                                  | \$ 35,000                   | + 2 months                                          | \$ 30,000                           |
| <i>Seattle C</i>                 | 2007       | 4,253      | December 2026<br>June 2029           | December 2026<br>June 2029                   | \$ 30,000<br>\$ 33,000      | + 4 months                                          | \$ 33,000                           |
| <i>Vancouver</i>                 | 2007       | 4,253      | November 2026<br>October 2029        | November 2026<br>October 2029                | \$ 30,000<br>\$ 28,000      | + 2 months                                          | \$ 28,000                           |
| <i>Derby D</i>                   | 2004       | 4,253      | December 2029                        | January 2027<br>December 2029                | \$ 36,275<br>\$ 28,000      | + 3 months                                          | \$ 28,000                           |
| <i>Tongala</i>                   | 2004       | 4,253      | November 2026<br>October 2029        | November 2026<br>October 2029                | \$ 30,000<br>\$ 28,000      | + 2 months                                          | \$ 28,000                           |
| <i>Dimitris C</i>                | 2001       | 3,430      | September 2027                       | September 2027                               | \$ 30,000                   | + 3 months<br>+ 11 to 13 months                     | \$ 30,000<br>\$ 30,000              |
| <i>Express Argentina</i>         | 2010       | 3,400      | September 2029                       | December 2026<br>September 2029              | \$ 27,000<br>\$ 26,000      | +3 months                                           | \$ 26,000                           |
| <i>Express Brazil</i>            | 2010       | 3,400      | April 2027                           | April 2027                                   | \$ 30,000                   | + 3 months<br>+ 11 to 13 months                     | \$ 30,000<br>\$ 30,000              |
| <i>Express France</i>            | 2010       | 3,400      | July 2027                            | July 2027                                    | \$ 30,000                   | + 3 months<br>+ 11 to 13 months                     | \$ 30,000<br>\$ 30,000              |
| <i>Express Spain</i>             | 2011       | 3,400      | September 2029                       | March 2027<br>September 2029                 | \$ 28,500<br>\$ 28,200      | + 4 months                                          | \$ 28,200                           |
| <i>Express Black Sea</i>         | 2011       | 3,400      | September 2029                       | March 2027<br>September 2029                 | \$ 28,500<br>\$ 28,200      | + 4 months                                          | \$ 28,200                           |
| <i>Singapore</i>                 | 2004       | 3,314      | November 2029                        | May 2027<br>November 2029                    | \$ 27,750<br>\$ 28,200      | + 4 months                                          | \$ 28,200                           |
| <i>Colombo</i>                   | 2004       | 3,314      | September 2029                       | March 2027<br>September 2029                 | \$ 28,500<br>\$ 28,200      | + 4 months                                          | \$ 28,200                           |
| <i>Zebra</i>                     | 2001       | 2,602      | April 2029                           | April 2027<br>April 2029                     | \$ 19,000<br>\$ 21,000      | + 2 months<br>+ 12 to 14 months                     | \$ 21,000<br>\$ 20,000              |
| <i>Artotina</i>                  | 2001       | 2,524      | November 2027                        | November 2027                                | \$ 26,000                   | + 2 months<br>+ 11 to 13 months                     | \$ 26,000<br>\$ 24,000              |
| <i>Phoenix D</i>                 | 1997       | 2,200      | June 2027                            | June 2027                                    | \$ 20,000                   | + 1 month                                           | \$ 20,000                           |
| <i>Sprinter</i>                  | 1997       | 2,200      | November 2027                        | November 2027                                | \$ 19,990                   | + 0.5 month                                         | \$ 19,990                           |
| <i>Future</i>                    | 1997       | 2,200      | September 2027                       | September 2027                               | \$ 19,990                   | + 0.5 month                                         | \$ 19,990                           |
| <i>Advance</i>                   | 1997       | 2,200      | September 2027                       | September 2027                               | \$ 19,990                   | + 0.5 month                                         | \$ 19,990                           |
| <i>Bridge</i>                    | 1998       | 2,200      | January 2028                         | January 2028                                 | \$ 16,000                   | + 2 months                                          | \$ 16,000                           |
| <i>Highway</i>                   | 1998       | 2,200      | January 2028                         | January 2028                                 | \$ 17,000                   | + 2 months                                          | \$ 17,000                           |
| <i>Progress C</i>                | 1998       | 2,200      | January 2028                         | January 2028                                 | \$ 19,990                   | + 0.5 month                                         | \$ 19,990                           |

(1) Earliest date charters could expire. Most charters include options for the charterers to extend their terms as described in the “Extension Options” column.

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- (2) This column indicates the date through which the charter rate set forth in the column to the immediate right of such date is payable. For charters with the same charter rate throughout the fixed term of the charter, this date is the same as the charter expiration date set forth in the “Expiration of Charter” column.
- (3) Gross charter rate, which does not include charter commissions.
- (4) At the option of the charterer.
- (5) Bareboat charter rate.
- (6) The newbuilding vessels were delivered in 2025.
- (7) The newbuilding vessel was delivered in July 2026.

The specifications of our 28 container vessels under construction in our orderbook as of August 3, 2026 are as follows:

| Hull Number               | Expected Year Built | Size (TEU) | Shipyard                 | Expected Delivery Period | Minimum Charter Duration <sup>(1)</sup> | Charter rate <sup>(2)</sup> | Extension Options <sup>(3)</sup> |                             |
|---------------------------|---------------------|------------|--------------------------|--------------------------|-----------------------------------------|-----------------------------|----------------------------------|-----------------------------|
|                           |                     |            |                          |                          |                                         |                             | Period                           | Charter Rate <sup>(2)</sup> |
| CV5900-09                 | 2027                | 6,014      | Qingdao Yangfan          | Q2 2027                  | 4.8 years                               | \$ 34,900                   | + 4 months                       | \$ 34,900                   |
|                           |                     |            |                          |                          |                                         |                             | + 9 to 11 months                 | \$ 34,900                   |
|                           |                     |            |                          |                          |                                         |                             | + 10 to 12 months                | \$ 34,900                   |
| YZJ2023-1557              | 2026                | 8,258      | Yangzijiang              | Q3 2026                  | 5 years                                 | \$ 42,000                   | + 3 months                       | \$ 42,000                   |
|                           |                     |            | Jiangsu NewYangzi        |                          |                                         |                             | + 19.5 to 22.5 months            | \$ 42,000                   |
| YZJ2024-1612              | 2026                | 8,258      | Yangzijiang              | Q3 2026                  | 5 years                                 | \$ 42,000                   | + 3 months                       | \$ 42,000                   |
|                           |                     |            | Jiangsu NewYangzi        |                          |                                         |                             | + 19.5 to 22.5 months            | \$ 42,000                   |
| YZJ2024-1613              | 2027                | 8,258      | Yangzijiang              | Q2 2027                  | 5 years                                 | \$ 42,000                   | + 3 months                       | \$ 42,000                   |
|                           |                     |            | Jiangsu NewYangzi        |                          |                                         |                             | + 19.5 to 22.5 months            | \$ 42,000                   |
| YZJ2024-1625              | 2027                | 8,258      | Yangzijiang              | Q2 2027                  | 5 years                                 | \$ 42,000                   | + 3 months                       | \$ 42,000                   |
|                           |                     |            | Jiangsu NewYangzi        |                          |                                         |                             | + 19.5 to 22.5 months            | \$ 42,000                   |
| YZJ2024-1626              | 2027                | 8,258      | Yangzijiang              | Q3 2027                  | 5 years                                 | \$ 42,000                   | + 3 months                       | \$ 42,000                   |
|                           |                     |            | Jiangsu NewYangzi        |                          |                                         |                             | + 19.5 to 22.5 months            | \$ 42,000                   |
| YZJ2024-1668              | 2027                | 8,258      | Yangzijiang              | Q3 2027                  | 5 years                                 | \$ 42,000                   | + 3 months                       | \$ 42,000                   |
|                           |                     |            | Jiangsu NewYangzi        |                          |                                         |                             | + 19.5 to 22.5 months            | \$ 42,000                   |
| C9200-7                   | 2027                | 9,200      | Dalian Shanhaiguan       | Q1 2027                  | 4.8 years                               | \$ 50,000                   | + 4 months                       | \$ 50,000                   |
|                           |                     |            |                          |                          |                                         |                             | + 20 to 24 months                | \$ 50,000                   |
| C9200-8                   | 2027                | 9,200      | Dalian Shanhaiguan       | Q2 2027                  | 4.8 years                               | \$ 50,000                   | + 4 months                       | \$ 50,000                   |
|                           |                     |            |                          |                          |                                         |                             | + 20 to 24 months                | \$ 50,000                   |
| C9200-9                   | 2027                | 9,200      | Dalian Shanhaiguan       | Q4 2027                  | 4.8 years                               | \$ 50,000                   | + 4 months                       | \$ 50,000                   |
|                           |                     |            |                          |                          |                                         |                             | + 20 to 24 months                | \$ 50,000                   |
| C9200-10                  | 2028                | 9,200      | Dalian Shanhaiguan       | Q2 2028                  | 4.8 years                               | \$ 50,000                   | + 4 months                       | \$ 50,000                   |
|                           |                     |            |                          |                          |                                         |                             | + 20 to 24 months                | \$ 50,000                   |
| C9200-11                  | 2028                | 9,200      | Dalian Shanhaiguan       | Q3 2028                  | 4.8 years                               | \$ 50,000                   | + 4 months                       | \$ 50,000                   |
|                           |                     |            |                          |                          |                                         |                             | + 20 to 24 months                | \$ 50,000                   |
| H2596                     | 2027                | 9,200      | CSSC Huangpu Wencong     | Q3 2027                  | 6 years                                 | \$ 48,500                   | +12 months                       | \$ 48,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 28 to 32 months                | \$ 48,500                   |
| H2597                     | 2027                | 9,200      | CSSC Huangpu Wencong     | Q4 2027                  | 6 years                                 | \$ 48,500                   | +12 months                       | \$ 48,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 28 to 32 months                | \$ 48,500                   |
| C7100-9                   | 2027                | 7,165      | Dalian Shanhaiguan       | Q3 2027                  | 5 years                                 | \$ 38,500                   | + 6 months                       | \$ 38,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 34 to 38 months                | \$ 38,500                   |
| C7100-10                  | 2027                | 7,165      | Dalian Shanhaiguan       | Q3 2027                  | 5 years                                 | \$ 38,500                   | + 6 months                       | \$ 38,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 34 to 38 months                | \$ 38,500                   |
| S1162                     | 2027                | 1,800      | Nantong CIMC Sinopacific | Q4 2027                  | 9.9 years                               | \$ 16,500                   | + 3 months                       | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 21.5 to 23.5 months            | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 10 to 12 months                | \$ 16,500                   |
| S1163                     | 2028                | 1,800      | Nantong CIMC Sinopacific | Q1 2028                  | 9.9 years                               | \$ 16,500                   | + 3 months                       | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 21.5 to 23.5 months            | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 10 to 12 months                | \$ 16,500                   |
| S1164                     | 2028                | 1,800      | Nantong CIMC Sinopacific | Q2 2028                  | 9.9 years                               | \$ 16,500                   | + 3 months                       | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 21.5 to 23.5 months            | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 10 to 12 months                | \$ 16,500                   |
| S1165                     | 2028                | 1,800      | Nantong CIMC Sinopacific | Q3 2028                  | 9.9 years                               | \$ 16,500                   | + 3 months                       | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 21.5 to 23.5 months            | \$ 16,500                   |
|                           |                     |            |                          |                          |                                         |                             | + 10 to 12 months                | \$ 16,500                   |
| S1166                     | 2028                | 1,800      | Nantong CIMC Sinopacific | Q4 2028                  | -                                       | -                           | -                                | -                           |
| S1167                     | 2029                | 1,800      | Nantong CIMC Sinopacific | Q1 2029                  | -                                       | -                           | -                                | -                           |
| H2638                     | 2028                | 5,300      | CSSC Huangpu Wencong     | Q4 2028                  | -                                       | -                           | -                                | -                           |
| H2639                     | 2029                | 5,300      | CSSC Huangpu Wencong     | Q1 2029                  | -                                       | -                           | -                                | -                           |
| H2640 <sup>(4)</sup>      | 2029                | 5,300      | CSSC Huangpu Wencong     | Q1 2029                  | -                                       | -                           | -                                | -                           |
| H2641 <sup>(4)</sup>      | 2029                | 5,300      | CSSC Huangpu Wencong     | Q2 2029                  | -                                       | -                           | -                                | -                           |
| HN NGY0041 <sup>(5)</sup> | 2027                | 5,000      | Yangzhou Guoyu           | Q2 2027                  | 7.3 years                               | \$ 29,800                   | + 2 months                       | \$ 29,800                   |
| HN NGY0042 <sup>(5)</sup> | 2027                | 5,000      | Yangzhou Guoyu           | Q3 2027                  | 7.3 years                               | \$ 29,800                   | + 2 months                       | \$ 29,800                   |

- (1) Earliest period charters could expire. Most charters include options for the charterers to extend their terms as described in the “Extension Options” column.

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- (2) Gross charter rate, which does not include charter commissions.
- (3) At the option of the charterer.
- (4) Under construction containership vessels were added to our orderbook in the first quarter of 2026.
- (5) Under construction containership vessels were added to our orderbook in the second quarter of 2026.

The following table presents details of our 11 Capesize drybulk vessels as of August 3, 2026:

| <b>Vessel Name</b>                                | <b>Year Built</b> | <b>Capacity (DWT) <sup>(1)</sup></b> |
|---------------------------------------------------|-------------------|--------------------------------------|
| <i>Genius</i>                                     | 2012              | 175,580                              |
| <i>Danaos</i>                                     | 2011              | 176,536                              |
| <i>Ingenuity</i>                                  | 2011              | 176,022                              |
| <i>Achievement</i>                                | 2011              | 175,966                              |
| <i>Valentine</i>                                  | 2011              | 175,125                              |
| <i>Gouverneur</i>                                 | 2010              | 178,043                              |
| <i>Integrity</i>                                  | 2010              | 175,966                              |
| <i>Peace</i>                                      | 2010              | 175,858                              |
| <i>E Trader</i>                                   | 2009              | 175,886                              |
| <i>W Trader</i>                                   | 2009              | 175,879                              |
| <i>John Junior (ex. Hebei No.1)<sup>(2)</sup></i> | 2009              | 182,425                              |

- (1) DWT, dead weight tons, the international standard measure for drybulk vessels capacity.
- (2) The vessel was delivered to us in the first quarter of 2026.

The following table presents details of our four Newcastlemax drybulk vessels under construction as of August 3, 2026:

| <b>Hull Number <sup>(2)</sup></b> | <b>Capacity (DWT) <sup>(1)</sup></b> | <b>Shipyard</b>      | <b>Expected Delivery Year</b> |
|-----------------------------------|--------------------------------------|----------------------|-------------------------------|
| <i>DJCFD010</i>                   | 211,000                              | Dajin Heavy Industry | 2028                          |
| <i>DJCFD011</i>                   | 211,000                              | Dajin Heavy Industry | 2028                          |
| <i>DJCFD016</i>                   | 211,000                              | Dajin Heavy Industry | 2028                          |
| <i>DJCFD017</i>                   | 211,000                              | Dajin Heavy Industry | 2028                          |

- (1) DWT, dead weight tons, the international standard measure for drybulk vessels capacity.
- (2) Under construction drybulk vessels were added to our orderbook in the first quarter of 2026.

## Management Agreement

On July 31, 2026, we entered into an Amended and Restated Management Agreement with Danaos Shipping and an Amended and Restated Commercial Agency Agreement with Danaos Chartering, in each case reflecting the extension of the term from December 31, 2026 to December 31, 2027, with no change in the services provided and fees payable thereunder, as well as an Amended and Restated Restrictive Covenant Agreement with Dr. John Coustas and Danaos Investment Limited, as Trustee of the 883 Trust, to reflect the entry into the related amended and restated management agreement and commercial agency agreement.

## **Forward Looking Statements**

Matters discussed in this report may constitute forward-looking statements within the meaning of the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements reflect our current views with respect to future events and financial performance and may include statements concerning our operations, cash flows, financial position, including with respect to vessel and other asset values, contracted revenue, fleet growth, plans, objectives, goals, strategies, future events, performance or business prospects, changes and trends in our business and the markets in which we operate, and underlying assumptions and other statements, which are other than statements of historical facts. The forward-looking statements in this release are based upon various assumptions. Although Danaos Corporation believes that these assumptions were reasonable when made, because these assumptions are inherently subject to significant uncertainties and contingencies which are difficult or impossible to predict and are beyond our control, Danaos Corporation cannot assure you that it will achieve or accomplish these expectations, beliefs or projections. Important factors that, in our view, could cause actual results to differ materially from those discussed in the forward-looking statements include the strength of world economies and currencies, geopolitical conditions, including any trade disruptions resulting from tariffs, port fees and other protectionist measures imposed by the United States, China or other countries, general market conditions, including changes in charter hire rates and vessel values, charter counterparty performance, changes in demand that may affect attitudes of time charterers to scheduled and unscheduled drydocking, changes in our operating expenses, including bunker prices, dry-docking and insurance costs, our ability to operate profitably in the drybulk sector, our ability to realize returns on our investment in the LNG sector and in marketable securities, performance of shipyards constructing our contracted newbuilding vessels, ability to obtain financing and comply with covenants in our financing arrangements, actions taken by regulatory authorities, potential liability from pending or future litigation, domestic and international political conditions, including the conflict in Ukraine and related sanctions, the conflicts in the Middle East, potential disruption of shipping routes such as Houthi attacks in the Red Sea and the Gulf of Aden and the effective closure of the Persian Gulf, including the Strait of Hormuz, due to the conflict between Iran and the U.S. and Israel, due to accidents and political events or acts by terrorists.

Risks and uncertainties are further described in reports filed by us with the U.S. Securities and Exchange Commission.

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**DANAOS CORPORATION**  
**CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)**  
*(Expressed in thousands of United States Dollars, except share and per share amounts)*

|                                                                                                                                                                                                                                                                  |       | As of               |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------|----------------------|
|                                                                                                                                                                                                                                                                  | Notes | June 30,<br>2026    | December 31,<br>2025 |
| <b>ASSETS</b>                                                                                                                                                                                                                                                    |       |                     |                      |
| <b>CURRENT ASSETS</b>                                                                                                                                                                                                                                            |       |                     |                      |
| Cash and cash equivalents                                                                                                                                                                                                                                        |       | \$ 1,008,268        | \$ 1,037,292         |
| Accounts receivable, net                                                                                                                                                                                                                                         |       | 32,346              | 38,730               |
| Inventories                                                                                                                                                                                                                                                      |       | 22,572              | 23,417               |
| Prepaid expenses                                                                                                                                                                                                                                                 |       | 4,615               | 2,093                |
| Due from related parties                                                                                                                                                                                                                                         | 15    | 59,031              | 46,750               |
| Investments                                                                                                                                                                                                                                                      | 5     | 223,176             | 120,244              |
| Other current assets                                                                                                                                                                                                                                             | 6     | 40,184              | 50,893               |
| <b>Total current assets</b>                                                                                                                                                                                                                                      |       | <b>1,390,192</b>    | <b>1,319,419</b>     |
| <b>NON-CURRENT ASSETS</b>                                                                                                                                                                                                                                        |       |                     |                      |
| Fixed assets at cost, net of accumulated depreciation of \$1,704,983 (2025: \$1,622,344)                                                                                                                                                                         | 3     | 3,214,185           | 3,269,703            |
| Advances for vessels under construction and vessel acquisition                                                                                                                                                                                                   | 3     | 729,187             | 428,147              |
| Deferred charges, net                                                                                                                                                                                                                                            | 4     | 54,469              | 54,356               |
| Investments                                                                                                                                                                                                                                                      | 5     | 12,388              | —                    |
| Other non-current assets                                                                                                                                                                                                                                         | 6     | 47,213              | 42,305               |
| <b>Total non-current assets</b>                                                                                                                                                                                                                                  |       | <b>4,057,442</b>    | <b>3,794,511</b>     |
| <b>Total assets</b>                                                                                                                                                                                                                                              |       | <b>\$ 5,447,634</b> | <b>\$ 5,113,930</b>  |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>                                                                                                                                                                                                                      |       |                     |                      |
| <b>CURRENT LIABILITIES</b>                                                                                                                                                                                                                                       |       |                     |                      |
| Accounts payable                                                                                                                                                                                                                                                 |       | \$ 25,134           | \$ 17,274            |
| Accrued liabilities                                                                                                                                                                                                                                              | 7     | 33,958              | 28,772               |
| Current portion of long-term debt, net                                                                                                                                                                                                                           | 9     | 26,629              | 283,015              |
| Unearned revenue                                                                                                                                                                                                                                                 | 13    | 30,351              | 36,625               |
| Other current liabilities                                                                                                                                                                                                                                        | 8     | 33,414              | 35,990               |
| <b>Total current liabilities</b>                                                                                                                                                                                                                                 |       | <b>149,486</b>      | <b>401,676</b>       |
| <b>LONG-TERM LIABILITIES</b>                                                                                                                                                                                                                                     |       |                     |                      |
| Long-term debt, net                                                                                                                                                                                                                                              | 9     | 1,184,091           | 872,076              |
| Unearned revenue, net of current portion                                                                                                                                                                                                                         | 13    | —                   | 2,618                |
| Other long-term liabilities                                                                                                                                                                                                                                      | 8,15  | 57,248              | 41,983               |
| <b>Total long-term liabilities</b>                                                                                                                                                                                                                               |       | <b>1,241,339</b>    | <b>916,677</b>       |
| <b>Total liabilities</b>                                                                                                                                                                                                                                         |       | <b>1,390,825</b>    | <b>1,318,353</b>     |
| Commitments and Contingencies                                                                                                                                                                                                                                    | 11    |                     |                      |
| <b>STOCKHOLDERS' EQUITY</b>                                                                                                                                                                                                                                      |       |                     |                      |
| Preferred stock (par value \$0.01, 100,000,000 preferred shares authorized and not issued as of June 30, 2026 and December 31, 2025)                                                                                                                             | 12    | —                   | —                    |
| Common stock par value \$0.01, 750,000,000 common shares authorized as of June 30, 2026 and December 31, 2025. 25,790,282 and 25,790,190 shares issued; and 18,203,567 and 18,264,294 shares outstanding as of June 30, 2026 and December 31, 2025, respectively | 12    | 182                 | 183                  |
| Additional paid-in capital                                                                                                                                                                                                                                       |       | 590,457             | 591,584              |
| Accumulated other comprehensive loss                                                                                                                                                                                                                             |       | (68,522)            | (71,412)             |
| Retained earnings                                                                                                                                                                                                                                                |       | 3,534,692           | 3,275,222            |
| <b>Total stockholders' equity</b>                                                                                                                                                                                                                                |       | <b>4,056,809</b>    | <b>3,795,577</b>     |
| <b>Total liabilities and stockholders' equity</b>                                                                                                                                                                                                                |       | <b>\$ 5,447,634</b> | <b>\$ 5,113,930</b>  |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DANAOS CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME (unaudited)**  
*(Expressed in thousands of United States Dollars, except share and per share amounts)*

|                                                                           |        | Three Months ended<br>June 30, |                   | Six Months ended<br>June 30, |                   |
|---------------------------------------------------------------------------|--------|--------------------------------|-------------------|------------------------------|-------------------|
|                                                                           | Notes  | 2026                           | 2025              | 2026                         | 2025              |
| <b>OPERATING REVENUES</b>                                                 | 13, 16 | \$ 274,370                     | \$ 262,154        | \$ 528,068                   | \$ 515,461        |
| <b>OPERATING EXPENSES</b>                                                 |        |                                |                   |                              |                   |
| Voyage expenses                                                           | 15, 16 | (17,828)                       | (16,810)          | (28,549)                     | (34,945)          |
| Vessel operating expenses                                                 |        | (56,688)                       | (56,385)          | (106,672)                    | (108,087)         |
| Depreciation                                                              | 3      | (41,777)                       | (40,698)          | (82,639)                     | (80,726)          |
| Amortization of deferred drydocking and special survey costs              | 4      | (10,485)                       | (11,515)          | (22,782)                     | (22,485)          |
| General and administrative expenses                                       | 15     | (14,865)                       | (11,206)          | (29,502)                     | (23,428)          |
|                                                                           |        | <b>132,727</b>                 | <b>125,540</b>    | <b>257,924</b>               | <b>245,790</b>    |
| <b>OTHER INCOME/(EXPENSES):</b>                                           |        |                                |                   |                              |                   |
| Interest income                                                           |        | 7,401                          | 3,661             | 14,958                       | 7,266             |
| Interest expense and finance costs                                        | 9      | (8,127)                        | (9,711)           | (19,986)                     | (19,714)          |
| Gain on investments                                                       | 5      | 20,897                         | 14,734            | 44,357                       | 17,217            |
| Dividend income                                                           | 5      | 3,128                          | 313               | 5,443                        | 679               |
| Loss on debt extinguishment                                               | 9      | (1,405)                        | —                 | (6,027)                      | —                 |
| Loss on equity investments                                                | 5, 6   | (534)                          | (333)             | (811)                        | (565)             |
| Other finance expenses                                                    |        | (947)                          | (973)             | (1,815)                      | (1,960)           |
| Other (expenses)/income, net                                              |        | (422)                          | (1,424)           | (11)                         | (866)             |
| Realized loss on derivatives                                              | 10     | (903)                          | (903)             | (1,796)                      | (1,796)           |
| <b>Total Other Income/(Expenses), net</b>                                 |        | <b>19,088</b>                  | <b>5,364</b>      | <b>34,312</b>                | <b>261</b>        |
| <b>Income before income taxes</b>                                         |        | <b>151,815</b>                 | <b>130,904</b>    | <b>292,236</b>               | <b>246,051</b>    |
| Income taxes                                                              |        | —                              | —                 | —                            | —                 |
| <b>Net Income</b>                                                         |        | <b>\$ 151,815</b>              | <b>\$ 130,904</b> | <b>\$ 292,236</b>            | <b>\$ 246,051</b> |
| <b>EARNINGS PER SHARE</b>                                                 |        |                                |                   |                              |                   |
| Basic earnings per share of common stock (in \$per share)                 | 14     | \$ 8.34                        | \$ 7.14           | \$ 16.05                     | \$ 13.27          |
| Diluted earnings per share of common stock (in \$per share)               | 14     | \$ 8.32                        | \$ 7.12           | \$ 16.02                     | \$ 13.24          |
| Basic weighted average number of common shares (in thousands of shares)   | 14     | 18,204                         | 18,344            | 18,207                       | 18,546            |
| Diluted weighted average number of common shares (in thousands of shares) | 14     | 18,256                         | 18,396            | 18,245                       | 18,588            |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DANAOS CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)**  
*(Expressed in thousands of United States Dollars)*

|                                                              | <u>Notes</u> | <u>Three months ended</u><br><u>June 30,</u> |                   | <u>Six months ended</u><br><u>June 30,</u> |                   |
|--------------------------------------------------------------|--------------|----------------------------------------------|-------------------|--------------------------------------------|-------------------|
|                                                              |              | <u>2026</u>                                  | <u>2025</u>       | <u>2026</u>                                | <u>2025</u>       |
| <b>Net Income for the period</b>                             |              | <b>\$ 151,815</b>                            | <b>\$ 130,904</b> | <b>\$ 292,236</b>                          | <b>\$ 246,051</b> |
| Other comprehensive income:                                  |              |                                              |                   |                                            |                   |
| Prior service cost of defined benefit plan                   |              | 547                                          | 291               | 1,094                                      | 581               |
| Amortization of deferred realized losses on cash flow hedges | 10           | 903                                          | 903               | 1,796                                      | 1,796             |
| <b>Total Other Comprehensive Income</b>                      |              | <b>1,450</b>                                 | <b>1,194</b>      | <b>2,890</b>                               | <b>2,377</b>      |
| <b>Comprehensive Income</b>                                  |              | <b>\$ 153,265</b>                            | <b>\$ 132,098</b> | <b>\$ 295,126</b>                          | <b>\$ 248,428</b> |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DANAOS CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (unaudited)**  
*(Expressed in thousands of United States Dollars, except number of shares in thousands and per share amounts)*

|                                            | <b>Common Stock</b>             |                      |                                           | <b>Accumulated<br/>other<br/>comprehensive<br/>loss</b> | <b>Retained<br/>earnings</b> | <b>Total</b>        |
|--------------------------------------------|---------------------------------|----------------------|-------------------------------------------|---------------------------------------------------------|------------------------------|---------------------|
|                                            | <b>Number<br/>of<br/>shares</b> | <b>Par<br/>value</b> | <b>Additional<br/>paid-in<br/>capital</b> |                                                         |                              |                     |
| <b>As of December 31, 2024</b>             | <b>18,988</b>                   | <b>\$ 190</b>        | <b>\$ 650,864</b>                         | <b>\$ (70,430)</b>                                      | <b>\$ 2,844,176</b>          | <b>\$ 3,424,800</b> |
| Net Income                                 | —                               | —                    | —                                         | —                                                       | 115,147                      | 115,147             |
| Dividends (\$0.85 per share)               | —                               | —                    | —                                         | —                                                       | (15,894)                     | (15,894)            |
| Repurchase of common stock                 | (414)                           | (4)                  | (33,212)                                  | —                                                       | —                            | (33,216)            |
| Stock based compensation                   | —                               | —                    | 1,705                                     | —                                                       | —                            | 1,705               |
| Issuance of common stock                   | —                               | —                    | 4                                         | —                                                       | —                            | 4                   |
| Net movement in other comprehensive income | —                               | —                    | —                                         | 1,183                                                   | —                            | 1,183               |
| <b>As of March 31, 2025</b>                | <b>18,574</b>                   | <b>\$ 186</b>        | <b>\$ 619,361</b>                         | <b>\$ (69,247)</b>                                      | <b>\$ 2,943,429</b>          | <b>\$ 3,493,729</b> |
| Net Income                                 | —                               | —                    | —                                         | —                                                       | 130,904                      | 130,904             |
| Dividends (\$0.85 per share)               | —                               | —                    | —                                         | —                                                       | (15,563)                     | (15,563)            |
| Repurchase of common stock                 | (264)                           | (3)                  | (19,434)                                  | —                                                       | —                            | (19,437)            |
| Stock based compensation                   | —                               | —                    | 1,723                                     | —                                                       | —                            | 1,723               |
| Issuance of common stock                   | —                               | —                    | 3                                         | —                                                       | —                            | 3                   |
| Net movement in other comprehensive income | —                               | —                    | —                                         | 1,194                                                   | —                            | 1,194               |
| <b>As of June 30, 2025</b>                 | <b>18,310</b>                   | <b>\$ 183</b>        | <b>\$ 601,653</b>                         | <b>\$ (68,053)</b>                                      | <b>\$ 3,058,770</b>          | <b>\$ 3,592,553</b> |

  

|                                            | <b>Common Stock</b>             |                      |                                           | <b>Accumulated<br/>other<br/>comprehensive<br/>loss</b> | <b>Retained<br/>earnings</b> | <b>Total</b>        |
|--------------------------------------------|---------------------------------|----------------------|-------------------------------------------|---------------------------------------------------------|------------------------------|---------------------|
|                                            | <b>Number<br/>of<br/>shares</b> | <b>Par<br/>value</b> | <b>Additional<br/>paid-in<br/>capital</b> |                                                         |                              |                     |
| <b>As of December 31, 2025</b>             | <b>18,264</b>                   | <b>\$ 183</b>        | <b>\$ 591,584</b>                         | <b>\$ (71,412)</b>                                      | <b>\$ 3,275,222</b>          | <b>\$ 3,795,577</b> |
| Net Income                                 | —                               | —                    | —                                         | —                                                       | 140,421                      | 140,421             |
| Dividends (\$0.90 per share)               | —                               | —                    | —                                         | —                                                       | (16,383)                     | (16,383)            |
| Repurchase of common stock                 | (61)                            | (1)                  | (5,944)                                   | —                                                       | —                            | (5,945)             |
| Stock based compensation                   | —                               | —                    | 2,390                                     | —                                                       | —                            | 2,390               |
| Issuance of common stock                   | —                               | —                    | 5                                         | —                                                       | —                            | 5                   |
| Net movement in other comprehensive income | —                               | —                    | —                                         | 1,440                                                   | —                            | 1,440               |
| <b>As of March 31, 2026</b>                | <b>18,203</b>                   | <b>\$ 182</b>        | <b>\$ 588,035</b>                         | <b>\$ (69,972)</b>                                      | <b>\$ 3,399,260</b>          | <b>\$ 3,917,505</b> |
| Net Income                                 | —                               | —                    | —                                         | —                                                       | 151,815                      | 151,815             |
| Dividends (\$0.90 per share)               | —                               | —                    | —                                         | —                                                       | (16,383)                     | (16,383)            |
| Stock based compensation                   | —                               | —                    | 2,417                                     | —                                                       | —                            | 2,417               |
| Issuance of common stock                   | —                               | —                    | 5                                         | —                                                       | —                            | 5                   |
| Net movement in other comprehensive income | —                               | —                    | —                                         | 1,450                                                   | —                            | 1,450               |
| <b>As of June 30, 2026</b>                 | <b>18,203</b>                   | <b>\$ 182</b>        | <b>\$ 590,457</b>                         | <b>\$ (68,522)</b>                                      | <b>\$ 3,534,692</b>          | <b>\$ 4,056,809</b> |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DANAOS CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)**  
*(Expressed in thousands of United States Dollars)*

|                                                                                         | <b>Six months ended<br/>June 30,</b> |                   |
|-----------------------------------------------------------------------------------------|--------------------------------------|-------------------|
|                                                                                         | <b>2026</b>                          | <b>2025</b>       |
| <b>Cash flows from operating activities</b>                                             |                                      |                   |
| Net income                                                                              | \$ 292,236                           | \$ 246,051        |
| <i>Adjustments to reconcile net income to net cash provided by operating activities</i> |                                      |                   |
| Depreciation                                                                            | 82,639                               | 80,726            |
| Amortization & write offs of deferred drydocking and special survey costs               | 22,782                               | 22,485            |
| Amortization of finance costs                                                           | 1,527                                | 1,545             |
| Debt discount amortization                                                              | 238                                  | —                 |
| Prior service cost and periodic cost                                                    | 1,346                                | 2,807             |
| Gain on investments                                                                     | (44,357)                             | (17,217)          |
| Loss on equity investments                                                              | 811                                  | 565               |
| Loss on debt extinguishment                                                             | 6,027                                | —                 |
| Payments for drydocking and special survey costs deferred                               | (22,895)                             | (27,805)          |
| Stock based compensation                                                                | 4,807                                | 3,428             |
| Amortization of deferred realized losses on interest rate swaps                         | 1,796                                | 1,796             |
| <b>(Increase)/Decrease in:</b>                                                          |                                      |                   |
| Accounts receivable                                                                     | 4,506                                | (2,586)           |
| Inventories                                                                             | 845                                  | 2,260             |
| Prepaid expenses                                                                        | (2,522)                              | (3,037)           |
| Due from related parties                                                                | (12,281)                             | 3,470             |
| Other assets, current and non-current                                                   | 23,106                               | 8,832             |
| <b>Increase/(Decrease) in:</b>                                                          |                                      |                   |
| Accounts payable                                                                        | 7,860                                | (5,444)           |
| Accrued liabilities                                                                     | 5,077                                | (259)             |
| Unearned revenue, current and long-term                                                 | (8,892)                              | (19,890)          |
| Other liabilities, current and long-term                                                | 2,840                                | (1,088)           |
| <b>Net cash provided by operating activities</b>                                        | <b>367,496</b>                       | <b>296,639</b>    |
| <b>Cash flows from investing activities</b>                                             |                                      |                   |
| Vessels additions and advances for vessels under construction and vessel acquisition    | (329,278)                            | (107,021)         |
| Insurance proceeds from disposal of vessel                                              | —                                    | 1,681             |
| Investments                                                                             | (71,492)                             | (30,270)          |
| <b>Net cash used in investing activities</b>                                            | <b>(400,770)</b>                     | <b>(135,610)</b>  |
| <b>Cash flows from financing activities</b>                                             |                                      |                   |
| Proceeds from long-term debt, net                                                       | 658,000                              | 44,000            |
| Payments and prepayments of long-term debt                                              | (603,057)                            | (18,220)          |
| Dividends paid                                                                          | (32,756)                             | (31,449)          |
| Finance costs                                                                           | (11,114)                             | (9,368)           |
| Repurchase of common stock                                                              | (6,823)                              | (53,212)          |
| <b>Net cash provided by/(used in) financing activities</b>                              | <b>4,250</b>                         | <b>(68,249)</b>   |
| <b>Net (decrease)/increase in cash and cash equivalents</b>                             | <b>(29,024)</b>                      | <b>92,780</b>     |
| <b>Cash and cash equivalents, beginning of period</b>                                   | <b>1,037,292</b>                     | <b>453,384</b>    |
| <b>Cash and cash equivalents, end of period</b>                                         | <b>\$ 1,008,268</b>                  | <b>\$ 546,164</b> |
| <b>Supplemental cash flow information</b>                                               |                                      |                   |
| Cash paid for interest, net of amounts capitalized                                      | \$ 21,028                            | \$ 18,921         |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**1. Basis of Presentation and General Information**

The accompanying condensed consolidated financial statements (unaudited) have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The reporting and functional currency of Danaos Corporation and its subsidiaries ("Danaos" or the "Company") is the United States Dollar ("USD").

Danaos Corporation, formerly Danaos Holdings Limited, was formed on December 7, 1998 under the laws of Liberia and is presently the sole owner of all outstanding shares of the companies listed below. Danaos Holdings Limited was redomiciled in the Marshall Islands on October 7, 2005. In connection with the re-domiciliation, the Company changed its name to Danaos Corporation. On October 14, 2005, the Company filed and the Marshall Islands accepted Amended and Restated Articles of Incorporation. The authorized capital stock of Danaos Corporation is 750,000,000 shares of common stock with a par value of \$0.01 and 100,000,000 shares of preferred stock with a par value of \$0.01. Refer to Note 12, "Stockholders' Equity". The Company's principal business is the acquisition and operation of vessels. Danaos conducts its operations through the vessel owning companies whose principal activity is the ownership and operation of container vessels and drybulk vessels that are under the exclusive management of a related party of the Company.

In the opinion of management, the accompanying condensed consolidated financial statements (unaudited) of Danaos and subsidiaries contain all adjustments necessary to state fairly, in all material respects, the Company's condensed consolidated financial position as of June 30, 2026, the condensed consolidated results of operations for the three and six months ended June 30, 2026 and 2025 and the condensed consolidated cash flows for the six months ended June 30, 2026 and 2025. All such adjustments are deemed to be of a normal, recurring nature. These financial statements should be read in conjunction with the consolidated financial statements and related notes included in Danaos' Annual Report on Form 20-F for the year ended December 31, 2025. The results of operations for the three and six months ended June 30, 2026, are not necessarily indicative of the results to be expected for the full year. The year-end condensed consolidated balance sheet data was derived from annual financial statements as of December 31, 2025. These condensed consolidated financial statements do not include all disclosures required by accounting principles generally accepted in the United States of America.

The condensed consolidated financial statements (unaudited) have been prepared to reflect the consolidation of the companies listed below. The historical balance sheets and results of operations of the companies listed below have been reflected in the condensed consolidated balance sheets and condensed consolidated statements of income, comprehensive income, cash flows and stockholders' equity at and for each period since their respective incorporation dates.

**Reclassification of Comparative Figures:** Investments in equity securities, previously presented within "Other Current and non-current assets", have been reclassified and presented as separate line items in the statement of financial position. Comparative figures have been reclassified accordingly to conform with the current year presentation. Reclassifications had no effect on current and non - current assets, total equity, profit or loss, or cash flows for any period presented.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Basis of Presentation and General Information (Continued)**

As of June 30, 2026, Danaos owned 75 container vessels on the water, 29 container vessels under construction, 11 Capesize drybulk carrier vessels and four Newcastlemax drybulk vessels under construction. These included the vessel-owning companies (the “Danaos Subsidiaries”) for both container and drybulk vessels, as listed below:

**Operating container vessels as of June 30, 2026:**

| Company                               | Date of Incorporation | Vessel Name                     | Year Built       | TEU <sup>(1)</sup> |
|---------------------------------------|-----------------------|---------------------------------|------------------|--------------------|
| MegacARRIER (No. 1) Corp.             | September 10, 2007    | <i>Kota Peony</i>               | 2012             | 13,100             |
| MegacARRIER (No. 2) Corp.             | September 10, 2007    | <i>Kota Primrose</i>            | 2012             | 13,100             |
| MegacARRIER (No. 3) Corp.             | September 10, 2007    | <i>Kota Plumbago</i>            | 2012             | 13,100             |
| MegacARRIER (No. 4) Corp.             | September 10, 2007    | <i>Speed</i>                    | 2012             | 13,100             |
| MegacARRIER (No. 5) Corp.             | September 10, 2007    | <i>Ambition</i>                 | 2012             | 13,100             |
| CellContainer (No. 6) Corp.           | October 31, 2007      | <i>Express Berlin</i>           | 2011             | 10,100             |
| CellContainer (No. 7) Corp.           | October 31, 2007      | <i>Express Rome</i>             | 2011             | 10,100             |
| CellContainer (No. 8) Corp.           | October 31, 2007      | <i>Express Athens</i>           | 2011             | 10,100             |
| Karlita Shipping Co. Ltd.             | February 27, 2003     | <i>Pusan C</i>                  | 2006             | 9,580              |
| Ramona Marine Co. Ltd.                | February 27, 2003     | <i>Le Havre</i>                 | 2006             | 9,580              |
| OceancARRIER (No. 2) Corp.            | October 15, 2020      | <i>Bremen</i>                   | 2009             | 9,012              |
| OceancARRIER (No. 3) Corp.            | October 15, 2020      | <i>C Hamburg</i>                | 2009             | 9,012              |
| Blackwell Seaways Inc.                | January 9, 2020       | <i>Niledutch Lion</i>           | 2008             | 8,626              |
| OceancARRIER (No. 1) Corp.            | February 19, 2020     | <i>Kota Manzanillo</i>          | 2005             | 8,533              |
| Springer Shipping Co.                 | April 29, 2019        | <i>Belita</i>                   | 2006             | 8,533              |
| TeucARRIER (No. 1) Corp.              | January 31, 2007      | <i>CMA CGM Attila</i>           | 2011             | 8,530              |
| TeucARRIER (No. 2) Corp.              | January 31, 2007      | <i>CMA CGM Tancredi</i>         | 2011             | 8,530              |
| TeucARRIER (No. 3) Corp.              | January 31, 2007      | <i>CMA CGM Bianca</i>           | 2011             | 8,530              |
| TeucARRIER (No. 4) Corp.              | January 31, 2007      | <i>CMA CGM Samson</i>           | 2011             | 8,530              |
| TeucARRIER (No. 5) Corp.              | September 17, 2007    | <i>CMA CGM Melisande</i>        | 2012             | 8,530              |
| Oceanew Shipping Ltd.                 | January 14, 2002      | <i>Europe</i>                   | 2004             | 8,468              |
| Oceanprize Navigation Ltd.            | January 21, 2003      | <i>America</i>                  | 2004             | 8,468              |
| Rewarding International Shipping Inc. | October 1, 2019       | <i>Kota Santos</i>              | 2005             | 8,463              |
| Teushipper (No. 1) Corp.              | March 14, 2022        | <i>Catherine C</i>              | 2024             | 8,010              |
| Teushipper (No. 2) Corp.              | March 14, 2022        | <i>Greenland</i>                | 2024             | 8,010              |
| Teushipper (No. 3) Corp.              | March 14, 2022        | <i>Greenville</i>               | 2024             | 8,010              |
| Teushipper (No. 4) Corp.              | March 14, 2022        | <i>Greenfield</i>               | 2024             | 8,010              |
| Boxsail (No. 1) Corp.                 | March 4, 2022         | <i>Interasia Accelerate</i>     | 2024             | 7,165              |
| Boxsail (No. 2) Corp.                 | March 4, 2022         | <i>Interasia Amplify</i>        | 2024             | 7,165              |
| BoxcARRIER (No. 1) Corp.              | June 27, 2006         | <i>CMA CGM Moliere</i>          | 2009             | 6,500              |
| BoxcARRIER (No. 2) Corp.              | June 27, 2006         | <i>CMA CGM Musset</i>           | 2010             | 6,500              |
| BoxcARRIER (No. 3) Corp.              | June 27, 2006         | <i>CMA CGM Nerval</i>           | 2010             | 6,500              |
| BoxcARRIER (No. 4) Corp.              | June 27, 2006         | <i>CMA CGM Rabelais</i>         | 2010             | 6,500              |
| BoxcARRIER (No. 5) Corp.              | June 27, 2006         | <i>Racing</i>                   | 2010             | 6,500              |
| ExpresscARRIER (No. 1) Corp.          | March 5, 2007         | <i>YM Mandate</i>               | 2010             | 6,500              |
| ExpresscARRIER (No. 2) Corp.          | March 5, 2007         | <i>YM Maturity</i>              | 2010             | 6,500              |
| Actaea Company Limited                | October 14, 2014      | <i>Savannah</i>                 | 2002             | 6,402              |
| Asteria Shipping Company Limited      | October 14, 2014      | <i>Dimitra C</i>                | 2002             | 6,402              |
| Boxsail (No. 3) Corp.                 | March 4, 2022         | <i>Phoebe<sup>(2)</sup></i>     | 2025             | 6,014              |
| Boxsail (No. 4) Corp.                 | March 4, 2022         | <i>Greenhouse<sup>(2)</sup></i> | 2025             | 6,014              |
| Avorto Shipping S.A.                  | June 12, 2015         | <i>Suez Canal</i>               | 2002             | 5,610              |
| Sinoi Marine Ltd.                     | June 12, 2015         | <i>Kota Lima</i>                | 2002             | 5,544              |
| OceancARRIER (No. 4) Corp.            | July 6, 2021          | <i>Wide Alpha</i>               | 2014             | 5,466              |
| OceancARRIER (No. 5) Corp.            | July 6, 2021          | <i>Stephanie C</i>              | 2014             | 5,466              |
| OceancARRIER (No. 6) Corp.            | July 6, 2021          | <i>Euphrates</i>                | 2014             | 5,466              |
| OceancARRIER (No. 7) Corp.            | July 6, 2021          | <i>Wide Hotel</i>               | 2015             | 5,466              |
| OceancARRIER (No. 8) Corp.            | July 6, 2021          | <i>Wide India</i>               | 2015             | 5,466              |
| OceancARRIER (No. 9) Corp.            | July 6, 2021          | <i>Wide Juliet</i>              | 2015             | 5,466              |
| Continent Marine Inc.                 | March 22, 2006        | <i>Monaco</i>                   | 2009             | 4,253              |
| Medsea Marine Inc.                    | May 8, 2006           | <i>Dalian</i>                   | 2009             | 4,253              |
| Blacksea Marine Inc.                  | May 8, 2006           | <i>Jamaica (ex Luanda)</i>      | 2009             | 4,253              |
| Bayview Shipping Inc.                 | March 22, 2006        | <i>Rio Grande</i>               | 2008             | 4,253              |
| Channelview Marine Inc.               | March 22, 2006        | <i>Merve A (tbr Paolo)</i>      | 2008             | 4,253              |
| Balticsea Marine Inc.                 | March 22, 2006        | <i>Kingston</i>                 | 2008             | 4,253              |
| SeacARRIERS Services Inc.             | June 28, 2005         | <i>Seattle C</i>                | 2007             | 4,253              |
| SeacARRIERS Lines Inc.                | June 28, 2005         | <i>Vancouver</i>                | 2007             | 4,253              |
| Containers Services Inc.              | May 30, 2002          | <i>Tongala</i>                  | 2004             | 4,253              |
| Containers Lines Inc.                 | May 30, 2002          | <i>Derby D</i>                  | 2004             | 4,253              |
| Boulevard Shiptrade S.A               | September 12, 2013    | <i>Dimitris C</i>               | 2001             | 3,430              |
| Wellington Marine Inc.                | January 27, 2005      | <i>Singapore</i>                | 2004             | 3,314              |
| Auckland Marine Inc.                  | January 27, 2005      | <i>Colombo</i>                  | 2004             | 3,314              |
| CellContainer (No. 4) Corp.           | March 23, 2007        | <i>Express Spain</i>            | 2011             | 3,400              |
| CellContainer (No. 5) Corp.           | March 23, 2007        | <i>Express Black Sea</i>        | 2011             | 3,400              |
| CellContainer (No. 1) Corp.           | March 23, 2007        | <i>Express Argentina</i>        | 2010             | 3,400              |
| CellContainer (No. 2) Corp.           | March 23, 2007        | <i>Express Brazil</i>           | 2010             | 3,400              |
| CellContainer (No. 3) Corp.           | March 23, 2007        | <i>Express France</i>           | 2010             | 3,400              |
| Vilos Navigation Company Ltd.         | May 30, 2013          | <i>Zebra</i>                    | 2001             | 2,602              |
| Sarond Shipping Inc.                  | January 18, 2013      | <i>Artotina</i>                 | 2001             | 2,524              |
| SpeedcARRIER (No. 7) Corp.            | December 6, 2007      | <i>Highway</i>                  | 1998             | 2,200              |
| SpeedcARRIER (No. 6) Corp.            | December 6, 2007      | <i>Progress C</i>               | 1998             | 2,200              |
| SpeedcARRIER (No. 8) Corp.            | December 6, 2007      | <i>Bridge</i>                   | 1998             | 2,200              |
| SpeedcARRIER (No. 1) Corp.            | June 28, 2007         | <i>Phoenix D</i>                | 1997             | 2,200              |
| SpeedcARRIER (No. 2) Corp.            | June 28, 2007         | <i>Advance</i>                  | 1997             | 2,200              |
| SpeedcARRIER (No. 5) Corp.            | June 28, 2007         | <i>Future</i>                   | 1997             | 2,200              |
| SpeedcARRIER (No. 4) Corp.            | June 28, 2007         | <i>Sprinter</i>                 | 1997             | 2,200              |
|                                       |                       |                                 | <b>Total TEU</b> | <b>477,491</b>     |

- (1) Twenty-foot equivalent unit, the international standard measure for containers and container vessels capacity.
- (2) The vessels *Phoebe* and *Greenhouse* were delivered to the Company in 2025.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Basis of Presentation and General Information (Continued)**

**Under construction container vessels as of June 30, 2026:**

| Company                  | Date of Incorporation | Hull No.         | Expected Delivery (2) | TEU (1)        |
|--------------------------|-----------------------|------------------|-----------------------|----------------|
| Boxline (No. 1) Corp.    | June 7, 2023          | YZJ2023-1556 (6) | Q3 2026               | 8,258          |
| Boxline (No. 2) Corp.    | June 7, 2023          | YZJ2023-1557     | Q3 2026               | 8,258          |
| Boxline (No. 3) Corp.    | February 2, 2024      | YZJ2024-1612     | Q3 2026               | 8,258          |
| Boxsail (No. 5) Corp.    | June 13, 2024         | C9200-7          | Q1 2027               | 9,200          |
| Boxsail (No. 6) Corp.    | June 13, 2024         | C9200-8          | Q2 2027               | 9,200          |
| Boxline (No. 8) Corp.    | June 6, 2025          | CV5900-09        | Q2 2027               | 6,014          |
| Boxline (No. 4) Corp.    | February 2, 2024      | YZJ2024-1613     | Q2 2027               | 8,258          |
| Boxline (No. 5) Corp.    | March 8, 2024         | YZJ2024-1625     | Q2 2027               | 8,258          |
| Conbulk Newb I Inc. (4)  | January 14, 2026      | NGY0041 (3)      | Q2 2027               | 5,000          |
| Conbulk Newb II Inc. (4) | January 14, 2026      | NGY0042 (3)      | Q3 2027               | 5,000          |
| Boxline (No. 6) Corp.    | March 8, 2024         | YZJ2024-1626     | Q3 2027               | 8,258          |
| Boxline (No. 7) Corp.    | May 30, 2024          | YZJ2024-1668     | Q3 2027               | 8,258          |
| Boxsail (No. 10) Corp.   | June 13, 2024         | H2596            | Q3 2027               | 9,200          |
| Boxline (No. 9) Corp.    | July 25, 2025         | C7100-9          | Q3 2027               | 7,165          |
| Boxline (No. 10) Corp.   | August 26, 2025       | C7100-10         | Q3 2027               | 7,165          |
| Boxsail (No. 7) Corp.    | June 13, 2024         | C9200-9          | Q4 2027               | 9,200          |
| Boxsail (No. 11) Corp.   | June 13, 2024         | H2597            | Q4 2027               | 9,200          |
| Boxline (No. 11) Corp.   | November 24, 2025     | S1162            | Q4 2027               | 1,800          |
| Boxline (No. 12) Corp.   | November 24, 2025     | S1163            | Q1 2028               | 1,800          |
| Boxsail (No. 8) Corp.    | June 13, 2024         | C9200-10         | Q2 2028               | 9,200          |
| Boxline (No. 13) Corp.   | November 24, 2025     | S1164            | Q2 2028               | 1,800          |
| Boxsail (No. 9) Corp.    | June 13, 2024         | C9200-11         | Q3 2028               | 9,200          |
| Boxline (No. 14) Corp.   | November 24, 2025     | S1165            | Q3 2028               | 1,800          |
| Boxline (No. 15) Corp.   | November 24, 2025     | S1166            | Q4 2028               | 1,800          |
| Boxsail (No. 12) Corp.   | December 3, 2025      | H2638            | Q4 2028               | 5,300          |
| Boxline (No. 16) Corp.   | November 24, 2025     | S1167            | Q1 2029               | 1,800          |
| Boxsail (No. 13) Corp.   | December 3, 2025      | H2639            | Q1 2029               | 5,300          |
| Boxsail (No. 14) Corp.   | December 3, 2025      | H2640 (3)        | Q1 2029               | 5,300          |
| Boxsail (No. 15) Corp.   | December 3, 2025      | H2641 (3)        | Q2 2029               | 5,300          |
| <b>Total TEU</b>         |                       |                  |                       | <b>184,550</b> |

- (1) Twenty-foot equivalent unit, the international standard measure for containers and container vessels capacity.
- (2) Under construction container vessels' expected delivery dates were sorted based on the upcoming deliveries.
- (3) Under construction containership vessels were added to our orderbook in the first quarter of 2026.
- (4) The Company owns 95% of the equity interests.
- (5) Under construction containership vessels were added to our orderbook in the second quarter of 2026.
- (6) The vessel under construction was delivered to the Company in July 2026, and was named *Santorini Express* (Note 18).

**Operating Capesize drybulk carrier vessels as of June 30, 2026:**

| Company           | Date of Incorporation | Vessel Name                      | Year Built (2) | DWT (1)          |
|-------------------|-----------------------|----------------------------------|----------------|------------------|
| Bulk No. 4 Corp.  | July 14, 2023         | Genius                           | 2012           | 175,580          |
| Bulk No. 2 Corp.  | July 14, 2023         | Achievement                      | 2011           | 175,966          |
| Bulk No. 3 Corp.  | July 14, 2023         | Ingenuity                        | 2011           | 176,022          |
| Bulk No. 8 Corp.  | January 31, 2024      | Danaos                           | 2011           | 176,536          |
| Bulk No. 10 Corp. | February 15, 2024     | Valentine                        | 2011           | 175,125          |
| Bulk No. 1 Corp.  | July 14, 2023         | Integrity                        | 2010           | 175,966          |
| Bulk No. 5 Corp.  | July 14, 2023         | Peace                            | 2010           | 175,858          |
| Bulk No. 9 Corp.  | February 2, 2024      | Gouverneur                       | 2010           | 178,043          |
| Bulk No. 6 Corp.  | September 15, 2023    | W Trader                         | 2009           | 175,879          |
| Bulk No. 7 Corp.  | September 25, 2023    | E Trader                         | 2009           | 175,886          |
| Bulk No. 11 Corp. | October 6, 2025       | John Junior (ex. Hebei No.1) (3) | 2009           | 182,425          |
| <b>Total DWT</b>  |                       |                                  |                | <b>1,943,286</b> |

- (1) DWT, dead weight tons, the international standard measure for drybulk vessels capacity.
- (2) Capesize drybulk carrier vessels are sorted by their year built, from newest to oldest.
- (3) The vessel was delivered to the Company in March 2026 (Note 3).

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Basis of Presentation and General Information (Continued)**

**Under construction Newcastlemax drybulk vessels as of June 30, 2026:**

| <b>Company</b>   | <b>Date of Incorporation</b> | <b>Hull No.</b>                | <b>Expected Delivery <sup>(2)</sup></b> | <b>DWT <sup>(1)</sup></b> |
|------------------|------------------------------|--------------------------------|-----------------------------------------|---------------------------|
| Bulk No.12 Corp. | October 7, 2025              | <i>DJCFD010 <sup>(3)</sup></i> | Q2 2028                                 | 211,000                   |
| Bulk No.14 Corp. | February 16, 2026            | <i>DJCFD016 <sup>(3)</sup></i> | Q3 2028                                 | 211,000                   |
| Bulk No.13 Corp. | January 27, 2026             | <i>DJCFD011 <sup>(3)</sup></i> | Q4 2028                                 | 211,000                   |
| Bulk No.15 Corp. | February 16, 2026            | <i>DJCFD017 <sup>(3)</sup></i> | Q4 2028                                 | 211,000                   |
| <b>Total DWT</b> |                              |                                |                                         | <b>844,000</b>            |

- (1) DWT, dead weight tons, the international standard measure for drybulk vessels capacity.  
(2) Under construction drybulk vessels' expected delivery dates were sorted based on the upcoming deliveries.  
(3) Under construction drybulk vessels were added to our orderbook in the first quarter of 2026.

**2. Significant Accounting Policies**

For a detailed discussion about the Company's significant accounting policies, see Note 2 "Significant Accounting Policies" in the Company's consolidated financial statements included in the Annual Report on Form 20-F for the year ended December 31, 2025 filed with the Securities and Exchange Commission on February 27, 2026. During the six months ended June 30, 2026, there were no significant changes made to the Company's significant accounting policies.

**3. Fixed Assets, Net and Advances for Vessels Under Construction and Vessel Acquisition**

Fixed assets, net consisted of the following (in thousands of US\$):

|                                        | <b>Vessel Costs</b> | <b>Accumulated Depreciation</b> | <b>Net Book Value</b> |
|----------------------------------------|---------------------|---------------------------------|-----------------------|
| <b>As of January 1, 2026</b>           | <b>\$ 4,892,047</b> | <b>\$ (1,622,344)</b>           | <b>\$ 3,269,703</b>   |
| Additions and vessel acquisition       | 25,466              | —                               | 25,466                |
| Vessel upgrades and other vessel costs | 1,655               | —                               | 1,655                 |
| Depreciation                           | —                   | (82,639)                        | (82,639)              |
| <b>As of June 30, 2026</b>             | <b>\$ 4,919,168</b> | <b>\$ (1,704,983)</b>           | <b>\$ 3,214,185</b>   |

**Capesize drybulk carrier vessel acquisition & Deliveries of newbuilding container vessels:**

During the six months ended June 30, 2026, the Company took delivery of the drybulk capesize vessel *John Junior* (ex. *Hebei No.1*) pursuant to a Memorandum of Agreement entered into in 2025, for a total purchase price of \$25.0 million. In connection with this acquisition, the Company deposited \$3.8 million into an escrow account in 2025, which, as of December 31, 2025, was recorded under "Advances for vessels under construction and vessel acquisition". The remaining \$21.2 million was paid during the six months ended June 30, 2026. The vessel was recognized under "Fixed assets at cost, net" at an aggregate cost of approximately \$25.5 million, including capitalized acquisition and delivery-related expenses.

In 2025, the Company also took delivery of two 6,014 TEU newbuild container vessels, *Phoebe* and *Greenhouse*, both of which commenced long-term charters upon delivery. These vessels were transferred from "Advances for vessels under construction and vessel acquisition" to "Fixed assets at cost, net" at an aggregate cost of approximately \$129.4 million.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**3. Fixed Assets, Net and Advances for Vessels Under Construction and Vessel Acquisition (Continued)**

**Container vessels under construction:**

During the six months ended June 30, 2026, the Company added two 5,000 TEU newbuilding containerships and two 5,300 TEU newbuilding containerships to its orderbook. In 2025, the Company added one 6,014 TEU, two 7,165 TEU, two 5,300 TEU and six 1,800 TEU newbuilding containerships to its orderbook. As of June 30, 2026, the Company has a total of 29 container vessels under construction, with scheduled deliveries between 2026 and 2029, as summarized below:

- Seven 9,200 TEU vessels, contracted between June 2024 and December 2024 of which five are expected to be delivered in 2027 and two in 2028.
- Seven 8,258 TEU vessels, contracted between June 2023 and July 2024 of which three are expected to be delivered in the third quarter of 2026 and the remaining four in 2027.
- Two 7,165 TEU vessels, contracted in September 2025 and both are expected to be delivered in the third quarter of 2027.
- One 6,014 TEU vessel, contracted in June 2025, which is expected to be delivered in 2027.
- Four 5,300 TEU vessels, contracted in December 2025 and March 2026, of which one is expected to be delivered in 2028 and three in 2029.
- Two 5,000 TEU vessels, contracted in May 2026, which are expected to be delivered in 2027.
- Six 1,800 TEU vessels, contracted in December 2025, of which one is expected to be delivered in 2027, four in 2028 and one in 2029.

**Drybulk vessels under construction:**

In January and February 2026, the Company reached agreements with Chinese shipyards for the construction of four Newcastlemax drybulk carriers of approximately 211,000 DWT each and expected delivery dates in 2028.

As of June 30, 2026, the aggregate contracted purchase price of the 29 container vessels and the four drybulk vessels under construction amounted to \$2,484.3 million, out of which \$284.3 million, \$190.0 million, \$174.5 million and \$28.3 million was paid in the six months ended June 30, 2026 and in the years ended December 31, 2025, 2024 and 2023, respectively. As of June 30, 2026, the future remaining contractual commitments for the 29 container and the four drybulk vessels under construction were as follows (in thousands of US\$):

| <b>Payments due by twelve month period ending:</b> | <b>in '000s of US\$</b> |
|----------------------------------------------------|-------------------------|
| June 30, 2027                                      | \$ 805,115              |
| June 30, 2028                                      | 646,865                 |
| June 30, 2029                                      | 355,171                 |
| <b>Total contractual commitments</b>               | <b>\$ 1,807,151</b>     |

Additionally, a supervision fee of \$850.0 thousand per newbuilding vessel is payable to Danaos Shipping Company Limited (the “Manager”) over the construction period. Supervision fees totaling \$3.0 million and \$1.9 million were charged by the Manager and capitalized to the vessels under construction in the six months ended June 30, 2026 and in the year ended December 31, 2025, respectively. Interest expense amounting to \$16.3 million and \$21.6 million was capitalized to the vessels under construction in the six months ended June 30, 2026 and in the year ended December 31, 2025, respectively.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**4. Deferred Charges, net**

Deferred charges, net consisted of the following (in thousands of US\$):

|                                | <b>Drydocking and<br/>Special Survey Costs</b> |
|--------------------------------|------------------------------------------------|
| <b>As of January 1, 2025</b>   | <b>\$ 58,759</b>                               |
| Additions                      | 39,671                                         |
| Amortization                   | (44,074)                                       |
| <b>As of December 31, 2025</b> | <b>\$ 54,356</b>                               |
| Additions                      | 22,895                                         |
| Write-off                      | (1,773)                                        |
| Amortization                   | (21,009)                                       |
| <b>As of June 30, 2026</b>     | <b>\$ 54,469</b>                               |

The Company follows the deferral method of accounting for drydocking and special survey costs in accordance with accounting for planned major maintenance activities, whereby actual costs incurred are deferred and amortized on a straight-line basis over the period until the next scheduled survey, which is two and a half years. If special survey or drydocking is performed prior to the scheduled date, the remaining unamortized balances are immediately written off. Furthermore, when a vessel is drydocked in more than one reporting period, the respective costs are identified and recorded in the period in which they were incurred.

**5. Investments**

Investments under current assets and non-current assets consisted of the following (in thousands of US\$):

| <b>Current Assets</b>                   | <b>Balance Sheet Location</b> | <b>As of<br/>June 30, 2026</b> | <b>As of<br/>December 31, 2025</b> |
|-----------------------------------------|-------------------------------|--------------------------------|------------------------------------|
| Marketable securities                   | Investments, Current          | \$ 223,176                     | \$ 120,244                         |
| <b>Total</b>                            |                               | <b>\$ 223,176</b>              | <b>\$ 120,244</b>                  |
|                                         |                               |                                |                                    |
| <b>Non-current Assets</b>               |                               | <b>As of<br/>June 30, 2026</b> | <b>As of<br/>December 31, 2025</b> |
| Equity Investment in Alaska LNG project | Investments, Non-current      | \$ 12,388                      | \$ —                               |
| <b>Total</b>                            |                               | <b>\$ 12,388</b>               | <b>\$ —</b>                        |

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**5. Investments (Continued)**

**Investments under Current Assets:**

***Marketable securities:***

**Star Bulk Carriers Corp. Shares:** In 2023, the Company acquired marketable securities of Eagle Bulk Shipping Inc., an owner of bulk carriers, which was listed on the New York Stock Exchange (Ticker: EGLE). On December 11, 2023, Star Bulk Carriers Corp. (Ticker: SBLK), a NASDAQ-listed owner and operator of drybulk vessels, and EGLE, announced that both companies had entered into a definitive agreement to combine in an all-stock merger, which was completed on April 9, 2024. Under the terms of the agreement, EGLE shareholders received 2.6211 shares of SBLK common stock in exchange for each share of EGLE common stock owned. During the year ended December 31, 2025, the Company purchased an additional 2,185,967 shares of common stock of “SBLK” in the open market for \$29.9 million. As of June 30, 2026 and December 31, 2025, the Company owned 6,256,181 shares of SBLK common stock.

As of June 30, 2026 and December 31, 2025, these marketable securities were fair valued at \$156.2 million and \$120.2 million, respectively. The Company recognized a \$36.0 million gain and a \$17.2 million gain on these marketable securities reflected under “Gain on investments” in the condensed consolidated statement of income for the six months ended June 30, 2026 and June 30, 2025, respectively. Additionally, the Company recognized dividend income on these shares amounting to \$5.4 million in the six months ended June 30, 2026 and \$0.7 million for the six months ended June 30, 2025 and reflected under “Dividend income” in the condensed consolidated statement of income.

**Yoda PLC Shares:** In April 2026, the Company entered into an irrevocable share subscription agreement to acquire 45,454,545 newly issued ordinary shares, in Yoda PLC (Ticker: YODA), a Cyprus-listed investment company. Yoda PLC’s portfolio is focused on shipping investments in the LNG and container sectors, real estate and other participations including healthcare. The shares were subscribed at €1.10 per share for total cash consideration of €50.0 million, approximately \$58.6 million translated at the EUR/USD exchange rate prevailing at the date of subscription. The subscription was settled by cash payment. The Company does not hold a seat on Yoda’s Board of Directors and do not exercise significant influence over Yoda’s financial and operating policies.

As of June 30, 2026, the Company owned 45,454,545 shares of ordinary shares of YODA. As of June 30, 2026, these marketable securities were fair valued at \$67.0 million and the Company recognized a \$8.4 million net gain on these marketable securities reflected under “Gain on investments” in the condensed consolidated statement of income for the six months ended June 30, 2026, comprising a \$9.9 million gain from the fair value remeasurement and a \$1.5 million loss from EUR/USD exchange rate movement.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**5. Investments (Continued)**

**Investments under Non-current Assets:**

*Investments accounted for under the equity method:*

**Equity Investment in Alaska LNG Project:** In January 2026, the Company entered into a non-controlling investment in Glenfarne Alaska Partners LLC (the “Investee”), an unconsolidated third-party limited liability company formed in connection with the Alaska LNG project, that is accounted for under the equity method of accounting in accordance with ASC 323. The Company does not control the Investee and does not participate in its management or policy-making activities. The Company’s investment in this Investee amounted to \$12.4 million as of June 30, 2026 and is included in “Investments” under non-current assets in the consolidated balance sheet. The remaining commitment of \$37.5 million is expected to be drawn over time in accordance with the terms of the partnership agreement. The Company’s share of losses in this investment amounted to \$0.1 million for the six months ended June 30, 2026, and is presented in the consolidated statements of income under “Loss on equity investments” in the condensed consolidated statements of income.

**6. Other Current and Non-current Assets**

Other current and non-current assets consisted of the following (in thousands of US\$):

|                                       | As of<br>June 30, 2026 | As of<br>December 31, 2025 |
|---------------------------------------|------------------------|----------------------------|
| <b>Other Current Assets</b>           |                        |                            |
| Straight-lining of revenue            | \$ 21,986              | \$ 24,828                  |
| Claims receivable                     | 9,023                  | 9,978                      |
| Other current assets                  | 9,175                  | 16,087                     |
| <b>Total other current assets</b>     | <b>\$ 40,184</b>       | <b>\$ 50,893</b>           |
|                                       |                        |                            |
|                                       | As of<br>June 30, 2026 | As of<br>December 31, 2025 |
| <b>Other Non-current Assets</b>       |                        |                            |
| Straight-lining of revenue            | \$ 17,464              | \$ 30,144                  |
| EUAs & Fuel EUs                       | 12,353                 | —                          |
| Other non-current assets              | 17,396                 | 12,161                     |
| <b>Total other non-current assets</b> | <b>\$ 47,213</b>       | <b>\$ 42,305</b>           |

*Investments accounted for under the equity method under Other Current Assets:*

**Equity Investment in Carbon Termination Technologies Corporation:** In March 2023, the Company invested \$4.3 million in the common shares of a newly established company, Carbon Termination Technologies Corporation (“CTTC”), incorporated in the Republic of the Marshall Islands, which engages in research and development of decarbonization technologies for the shipping industry. This investment represents a 49% ownership interest and is accounted for under the equity method of accounting. In 2024 and 2025, the Company provided an additional funding of approximately \$2.5 million to CTTC which bears interest at a rate of SOFR plus a margin of 2.0% and pursuant to an amendment executed on October 3, 2025, with a maturity date of December 31, 2026. On March 10, 2026, the Company provided an additional \$0.4 million to CTTC under the existing facility which was recorded under “Other current assets” in the condensed consolidated balance sheet. The Company’s share of CTTC’s expenses amounted to \$0.7 million and \$0.6 million for the six months ended June 30, 2026 and 2025, respectively, and is presented in the consolidated statements of income under “Loss on equity investments”. As of June 30, 2026, the carrying value of the equity method investment has been reduced to nil. In accordance with ASC 323-10-35-28, the Company’s cumulative share of losses in excess of the investment carrying value has been applied against the outstanding loan receivable balance. The loan receivable balance is presented within “Other Current Assets” in the interim condensed balance sheets.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. Accrued Liabilities**

Accrued liabilities consisted of the following (in thousands of US\$):

|                              | As of<br>June 30, 2026 | As of<br>December 31, 2025 |
|------------------------------|------------------------|----------------------------|
| Accrued interest             | \$ 13,596              | \$ 16,402                  |
| Accrued dry-docking expenses | 4,794                  | 2,594                      |
| Accrued expenses             | 15,568                 | 9,776                      |
| <b>Total</b>                 | <b>\$ 33,958</b>       | <b>\$ 28,772</b>           |

Accrued expenses mainly consisted of accruals related to the operation of the Company's fleet as of June 30, 2026 and December 31, 2025.

**8. Other Current and Long-term Liabilities**

Other current and long-term liabilities consisted of the following (in thousands of US\$):

| Other Current Liabilities              | As of<br>June 30, 2026 | As of<br>December 31, 2025 |
|----------------------------------------|------------------------|----------------------------|
| Straight-lining of revenue             | \$ 15,673              | \$ 15,494                  |
| EUAs & Fuel EUs                        | 17,741                 | 20,496                     |
| <b>Total other current liabilities</b> | <b>\$ 33,414</b>       | <b>\$ 35,990</b>           |

| Other Long-term Liabilities              | As of<br>June 30, 2026 | As of<br>December 31, 2025 |
|------------------------------------------|------------------------|----------------------------|
| Straight-lining of revenue               | \$ 23,099              | \$ 20,496                  |
| EUAs & Fuel EUs                          | 12,410                 | —                          |
| Other non-current liabilities            | 21,739                 | 21,487                     |
| <b>Total other long-term liabilities</b> | <b>\$ 57,248</b>       | <b>\$ 41,983</b>           |

**9. Long-Term Debt, net**

Long-term debt, net consisted of the following (in thousands of US\$):

| Credit Facility                                                                                    | As of<br>June 30, 2026 | As of<br>December 31, 2025 |
|----------------------------------------------------------------------------------------------------|------------------------|----------------------------|
| Syndicated \$450.0 mil. Facility                                                                   | \$ —                   | \$ 335,210                 |
| Citibank \$382.5 mil. Revolving Credit Facility                                                    | —                      | —                          |
| Syndicated \$850.0 mil. Facility                                                                   | —                      | —                          |
| JOLCO Facilities                                                                                   | 732,725                | 79,806                     |
| KfW \$132.0 mil. Facility                                                                          | —                      | —                          |
| Senior unsecured notes                                                                             | 500,000                | 762,766                    |
| <b>Total long-term debt</b>                                                                        | <b>\$ 1,232,725</b>    | <b>\$ 1,177,782</b>        |
| Less: Deferred finance costs (long term portion)                                                   | (19,016)               | (17,032)                   |
| Less: Unamortized debt discount                                                                    | (2,989)                | (3,226)                    |
| Less: Current portion, gross of deferred finance costs                                             | (26,629)               | (285,448)                  |
| <b>Total long-term debt net of current portion and long term portion of deferred finance costs</b> | <b>\$ 1,184,091</b>    | <b>\$ 872,076</b>          |

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**9. Long-Term Debt, net (Continued)**

**Secured Credit Facilities:**

***Citibank \$382.5 mil. Revolving Credit Facility***

In December 2022, the Company early extinguished the remaining \$437.75 million outstanding under the then existing Citibank/NatWest \$815.0 million facility and replaced it with a \$382.5 mil. Revolving Credit Facility with Citibank (the “Citibank \$382.5 mil. Revolving Credit Facility”) and with Alpha Bank \$55.25 mil. Facility (as defined below). As of June 30, 2026, no amounts were drawn down under Citibank \$382.5 mil. Revolving Credit Facility. The Citibank \$382.5 million Revolving Credit Facility is a reducing facility and is repayable over five years through 20 quarterly commitment reductions of \$11.25 million each, followed by a final reduction of \$157.5 million at maturity in December 2027. Borrowings under this facility bear interest at SOFR plus a margin. The facility is secured by twelve of the Company’s vessels.

***Syndicated \$850.0 mil. Facility***

In February 2025, the Company entered into a syndicated loan facility agreement for a maximum principal amount of up to \$850.0 million (the “Syndicated \$850.0 mil. Facility”), to finance a portion of the purchase price of 14 newbuilding container vessels. The facility is expected to be drawn upon delivery of each vessel in separate tranches. Each vessel tranche is repayable in 20 equal quarterly instalments of approximately \$0.8 million per tranche followed by a final payment on the fifth anniversary of each vessel’s tranche of between \$42.4 million and \$46.7 million per tranche up to December 2033. The facility bears interest at SOFR plus a margin. As of June 30, 2026, no amounts were drawn down under Syndicated \$850.0 mil. Facility.

***JOLCO Facilities***

In October 2025 and December 2025, the Company entered into Japanese Operating Lease with Call Option arrangements (the “JOLCO Facilities”) to finance the container vessels *Phoebe* and *Greenhouse*, respectively, and during the six months ended June 30, 2026, the Company entered into additional JOLCO Facilities to finance the operating container vessels *Interasia Accelerate*, *Interasia Amplify*, *Catherine C*, *Greenland*, *Greenville* and *Greenfield*. Although legal title to the operating vessels was transferred to the respective lessors as part of these arrangements, the transactions did not qualify as sales under the sale-leaseback guidance in ASC 842 (which incorporates the sale criteria in ASC 606) and are therefore accounted for as failed sale-leaseback transactions and financing arrangements in accordance with ASC 470. Accordingly, the vessels continue to be recognized within “Fixed assets, net” on the Company’s condensed consolidated balance sheets and are depreciated over their remaining useful lives, and the proceeds received are recognized as financing liabilities.

In addition, during the six months ended June 30, 2026, the Company entered into three additional JOLCO facilities to finance the vessels under construction on their delivery, with Hull Nos. *CV5900-09*, *C7100-9* and *C7100-10*. Each facility provides funding ranging from \$68.0 million to \$103.5 million, has an approximate term of eight years and includes call options that allow the Company to repurchase the respective vessels at specified dates during the term of the arrangements.

As of June 30, 2026, the Company had drawn \$738.0 million in aggregate proceeds under these arrangements, which were recognized as financing liabilities, while the remaining \$236.0 million commitment relates to the Hull Nos. *CV5900-09*, *C7100-9* and *C7100-10*, which are expected to be drawn in 2027. The undrawn commitments are subject to customary conditions precedent to drawdown under the respective agreements.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**9. Long-Term Debt, net (Continued)**

**Secured Credit Facilities (Continued):**

Below is a summary of JOLCO facilities (amounts in millions of US\$):

| Vessel/Hull No.             | Signing Date  | Drawdown Date              | Facility Amount | Balance as of June 30, 2026 |
|-----------------------------|---------------|----------------------------|-----------------|-----------------------------|
| <i>Phoebe</i>               | October 2025  | October 2025               | \$ 80.0         | \$ 78.6                     |
| <i>Greenhouse</i>           | December 2025 | January 2026               | \$ 80.0         | \$ 79.1                     |
| <i>Interasia Accelerate</i> | March 2026    | March 2026                 | \$ 85.5         | \$ 84.5                     |
| <i>Interasia Amplify</i>    | March 2026    | March 2026                 | \$ 85.5         | \$ 84.5                     |
| <i>Catherine C</i>          | March 2026    | March 2026                 | \$ 100.0        | \$ 99.4                     |
| <i>Greenland</i>            | March 2026    | April 2026                 | \$ 100.0        | \$ 99.6                     |
| <i>Greenville</i>           | March 2026    | June 2026                  | \$ 103.5        | \$ 103.5                    |
| <i>Greenfield</i>           | March 2026    | June 2026                  | \$ 103.5        | \$ 103.5                    |
| <i>CV5900-09</i>            | May 2026      | May 2027 <sup>(1)</sup>    | \$ 68.0         | \$ —                        |
| <i>C7100-9</i>              | May 2026      | July 2027 <sup>(1)</sup>   | \$ 84.0         | \$ —                        |
| <i>C7100-10</i>             | May 2026      | August 2027 <sup>(1)</sup> | \$ 84.0         | \$ —                        |
|                             |               |                            |                 | <b>\$ 732.7</b>             |

(1) The undrawn facility amount is subject to customary conditions precedent to drawdown under the respective agreement.

**KfW \$132.0 mil. Facility**

In May 2026, the Company entered into a loan facility agreement with KfW IPEX-Bank GmbH for a maximum principal amount of up to \$132.0 million (the “KfW \$132.0 mil. Facility”), to finance a portion of the construction of six 1,800 TEU newbuilding container vessels. The facility is expected to be drawn upon delivery of each vessel in separate tranches of \$22.0 million each with drawdowns expected between the fourth quarter of 2027 and the first quarter of 2029. Each vessel tranche is repayable in 40 quarterly instalments, comprising 39 equal quarterly instalments of \$0.3 million and a final instalment of \$10.3 million on approximately the tenth anniversary of each vessel’s tranche drawdown. The facility bears interest at SOFR plus a margin. As of June 30, 2026, no amounts were drawn down under the KfW \$132.0 mil. Facility.

The Citibank \$382.5 mil. Revolving Credit Facility contain a requirement to maintain minimum fair market value of collateral vessels to loan value coverage of 120%. Additionally, the Citibank \$382.5 mil. Revolving Credit Facility and JOLCO Facilities require the Company to maintain the following financial covenants:

- (i) minimum liquidity of \$30.0 million;
- (ii) maximum consolidated debt (less cash and cash equivalents) to consolidated EBITDA ratio of 6.5x; and
- (iii) minimum consolidated EBITDA to net interest expense ratio of 2.5x.

Each of the secured credit facilities are collateralized by first preferred mortgages over the vessels financed, general assignment of charter hire, freights, income and earnings, the assignment of insurance policies, as well as any proceeds from the sale of mortgaged vessels, stock pledges and benefits from corporate guarantees (as noted below, the Company’s senior unsecured notes are not collateralized). The Company was in compliance with the financial covenants contained in the credit facilities agreements as of June 30, 2026 and December 31, 2025, respectively. Twenty of the Company’s vessels having a net carrying value of \$1,393.6 million as of June 30, 2026, were subject to first preferred mortgages as collateral to the Company’s secured credit facilities.

As of June 30, 2026, there was a \$225.0 million remaining borrowing availability under the Company’s Citibank \$382.5 million Revolving Credit Facility, \$850.0 million under the Syndicated \$850.0 mil. Facility, \$236.0 million under the JOLCO Facilities and \$132.0 million under the KfW IPEX-Bank facility.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**9. Long-Term Debt, net (Continued)**

**Credit Facilities early prepaid during the six months ended June 30, 2026:**

***Syndicated \$450.0 mil. Facility***

In March 2024, the Company entered into a syndicated secured loan facility agreement providing for a maximum principal amount of up to \$450.0 million (the “Syndicated \$450.0 mil. Facility”), was initially secured by eight of the Company’s container vessels and was structured in separate vessel tranches, each drawn upon delivery of the respective vessel. Each drawn vessel tranche was repayable in 20 equal quarterly instalments ranging from \$0.6 million to \$0.9 million per tranche, followed by a balloon payment due on the fifth anniversary of each tranche, ranging from \$31.8 million to \$45.5 million, with final maturities extending through September 2030. During 2025, the Company prepaid the outstanding principal amount of \$42.78 million relating to the vessel *Phoebe* and cancelled the undrawn tranche relating to the vessel *Greenhouse* in connection with obtaining alternative financing arrangements. On March 2, 2026, the Company together with the quarterly instalments for the tranches relating to the vessels *Catherine C*, *Greenland*, *Interasia Accelerate*, and *Interasia Amplify*, also prepaid in full the outstanding principal amounts of these tranches. On June 2, 2026, the Company together with the quarterly instalments for the tranches relating to the vessels *Greenfield* and *Greenville*, also prepaid in full the outstanding principal amounts of these tranches. All vessels previously under the Syndicated \$450.0 mil. Facility, were subsequently financed under JOLCO Facilities.

In connection with the prepayments, the Company wrote off approximately \$3.8 million of unamortized deferred financing costs, which was recognized as “Loss on debt extinguishment” in the condensed consolidated statement of income for the six months ended June 30, 2026. As of June 30, 2026, there were no amounts outstanding under this facility.

**Credit Facilities early prepaid during the year ended December 31, 2025:**

***BNP Paribas/Credit Agricole \$130 mil. Facility***

In June 2022, the Company put in place a \$130.0 million senior secured term loan facility with BNP Paribas and Credit Agricole (the “BNP Paribas/Credit Agricole \$130 mil. Facility”), which is secured by six 5,466 TEU sister vessels acquired in 2021. The facility is repayable in eight quarterly instalments of \$5.0 million followed by twelve quarterly instalments of \$1.9 million, together with a balloon payment of \$67.2 million payable at maturity of the facility’s five year term in June 2027. The facility bore interest at SOFR plus a margin. On December 1, 2025, the Company early prepaid the outstanding principal amount of \$78.6 million under the BNP Paribas/Credit Agricole \$130.0 million Facility. Following this prepayment, no balance remained outstanding thereafter.

***Alpha Bank \$55.25 mil. Facility***

In December 2022, the Company entered into a \$55.25 million secured credit facility with Alpha Bank, which was fully utilized (the “Alpha Bank \$55.25 mil. Facility”). The Alpha Bank \$55.25 mil. Facility was repayable over five years in 20 consecutive quarterly instalments of \$1.875 million each, with a balloon payment of \$17.75 million due at maturity in December 2027. This facility bore interest at SOFR plus a margin and was secured by two of the Company’s vessels. On December 1, 2025, the Company early prepaid the outstanding principal amount of \$32.8 million under the Alpha Bank \$55.25 mil. Facility. Following this prepayment, no balance remained outstanding thereafter.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**9. Long-Term Debt, net (Continued)**

**Unsecured Credit Facilities:**

***6.875% Senior Unsecured Notes Due 2032***

On October 16, 2025, the Company issued in a private placement, \$500.0 million aggregate principal amount of 6.875% senior unsecured notes due 2032 (the “6.875% Senior Notes”). The 6.875% Senior Notes were issued at a price of 99.335% of par, resulting in gross proceeds of \$496.7 million. The 6.875% Senior Notes mature on October 15, 2032 and bear interest at a rate of 6.875% per annum, payable semiannually in arrears March 1 and September 1, beginning March 1, 2026. The Notes were recorded at their initial carrying amount, which consisted of the cash proceeds received, net of the original issue discount. The Company is amortizing the original issue discount over the term of the 6.875% Senior Notes using the effective interest method. The amount of \$12.8 million of bond issuance costs were deferred over the life of the bond and recognized through the effective interest method.

The Company may redeem some or all of the 6.875% Senior Notes at any time or from time to time for cash: (i) prior to October 15, 2028, at 100.000% of the principal amount of such notes, plus an applicable make-whole premium and accrued and unpaid interest; (ii) on or after October 15, 2028 and prior to October 15, 2029, at 103.438% of the principal amount, plus accrued and unpaid interest; (iii) on or after October 15, 2029 and prior to October 15, 2030, at 101.719% of the principal amount, plus accrued and unpaid interest; and (iv) on or after October 15, 2030 and prior to maturity, at 100.000% of the principal amount, in each case plus accrued and unpaid interest to, but not including, the redemption date.

Subject to certain conditions, at any time and from time to time prior to October 15, 2028, the Company may redeem up to 40% of the original aggregate principal amount of the 6.875% Senior Notes with the net cash proceeds of public equity offerings of the Company and certain equity contributions at a redemption price of 106.875% of the principal amount, plus accrued and unpaid interest, if any, to but excluding the redemption date; provided that at least 60% of the original aggregate principal amount of the 6.875% Senior Notes remains outstanding.

***8.500% Senior Unsecured Notes Due 2028***

On February 11, 2021, the Company issued in a private placement, \$300.0 million aggregate principal amount of 8.500% senior unsecured notes due 2028 (the “8.500% Senior Notes”), which bore interest at a fixed rate of 8.500% per annum and were scheduled to mature on March 1, 2028. Interest was payable semi-annually. The Company had previously repurchased \$37.2 million aggregate principal amount of the notes in December 2022 in a privately negotiated transaction. In connection with the scheduled redemption, the Company fully repaid the outstanding principal amount of \$262.8 million on March 2, 2026. Upon repayment, the remaining unamortized deferred issuance costs of \$2.2 million were written off and were recognized as “Loss on debt extinguishment” in the condensed consolidated statement of income for the six months ended June 30, 2026.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**9. Long-Term Debt, net (Continued)**

**Principal Payments of Secured and Unsecured Credit Facilities:**

The scheduled debt maturities of long-term debt subsequent to June 30, 2026 are as follows (in thousands of US\$):

| <b>Payments due by twelve month period ending:</b> | <b>Principal repayments</b> |
|----------------------------------------------------|-----------------------------|
| June 30, 2027                                      | \$ 26,629                   |
| June 30, 2028                                      | 31,249                      |
| June 30, 2029                                      | 33,134                      |
| June 30, 2030                                      | 35,041                      |
| June 30, 2031                                      | 37,058                      |
| June 30, 2032 and thereafter                       | 1,069,614                   |
| <b>Total long-term debt</b>                        | <b>\$ 1,232,725</b>         |

**Interest and Finance costs:**

The amounts of “Interest and finance costs” included in the condensed consolidated income statements are analyzed as follows (in thousands of US\$):

|                                                     | <b>Six months ended June 30,</b> |                  |
|-----------------------------------------------------|----------------------------------|------------------|
|                                                     | <b>2026</b>                      | <b>2025</b>      |
| Interest on secured and unsecured credit facilities | \$ 34,541                        | \$ 27,437        |
| Less: Interest capitalized                          | (16,320)                         | (9,268)          |
| Amortization of debt issuance costs & debt discount | 1,765                            | 1,545            |
| <b>Interest and finance costs</b>                   | <b>\$ 19,986</b>                 | <b>\$ 19,714</b> |

The weighted-average interest rate on long-term borrowings was 6.22% and 7.02% for the six months ended June 30, 2026 and 2025, respectively.

**Loss on debt extinguishment:**

The Company recognized \$6.0 million and nil under “Loss on debt extinguishment” in the condensed consolidated statements of income for the six months ended June 30, 2026 and 2025, respectively. These amounts relate to the write-off of unamortized debt issuance costs, commitment fees and other expenses incurred in connection with the extinguishment of debt, including the repayment of 8.500% Senior Notes.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**10. Financial Instruments**

The following is a summary of the Company's risk management strategies and the effect of these strategies on the Company's condensed consolidated financial statements.

**Interest Rate Risk:** Interest rate risk arises on bank borrowings. The Company monitors the interest rate on borrowings closely to ensure that the borrowings are maintained at favorable rates.

**Foreign Currency Risk:** In April 2026, the Company acquired an equity investment in Yoda PLC (Note 5), which is denominated in Euro ("EUR"). This investment is measured at fair value through net income and its USD carrying value is subject to EUR/USD exchange rate fluctuations. The Company has not entered into any hedging instruments with respect to this exposure.

**Concentration of Credit Risk:** Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash, cash equivalents and trade accounts receivable. The Company places its temporary cash investments, consisting mostly of deposits, with established financial institutions. The Company performs periodic evaluations of the relative credit standing of those financial institutions that are considered in the Company's investment strategy. The Company is exposed to credit risk in the event of non-performance by counterparties, however, the Company limits this exposure by diversifying among counterparties with high credit ratings. The Company depends upon a limited number of customers for a large part of its revenues. Credit risk with respect to trade accounts receivable is generally managed by the selection of customers among the major liner companies in the world and their dispersion across many geographic areas.

**Fair Value:** The carrying amounts reflected in the accompanying condensed consolidated balance sheets of financial assets and liabilities (excluding long-term bank loans and certain other non-current assets) approximate their respective fair values due to the short maturity of these instruments. The fair values of long-term floating rate bank loans approximate the recorded values, generally due to their variable interest rates. The fair value of senior unsecured notes is measured based on quoted market prices. The fair value of marketable securities is measured based on the closing price of the securities on a stock exchange.

**a. Interest Rate Swap Hedges**

The Company currently has no outstanding interest rate swaps agreements. However, in the past years, the Company entered into interest rate swap agreements with its lenders in order to manage its floating rate exposure. Certain variable-rate interests on specific borrowings were associated with vessels under construction and were capitalized as a cost of the specific vessels. In accordance with the accounting guidance on derivatives and hedging, the amounts related to realized gains or losses on cash flow hedges that have been entered into and qualified for hedge accounting, in order to hedge the variability of that interest, were recognized in accumulated other comprehensive loss and are reclassified into earnings over the depreciable life of the constructed asset, since that depreciable life coincides with the amortization period for the capitalized interest cost on the debt. An amount of \$1.8 million was reclassified into earnings for the six months ended June 30, 2026 and 2025, representing its amortization over the depreciable life of the vessels. An amount of \$3.6 million is expected to be reclassified into earnings within the next 12 months.

**b. Fair Value of Financial Instruments**

The Company determines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Inputs used in the valuation techniques to derive fair values are classified based on a three-level hierarchy.

Level I: Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Valuation of these items does not entail a significant amount of judgment.

Level II: Inputs other than quoted prices included in Level I that are observable for the asset or liability through corroboration with market data at the measurement date.

Level III: Inputs that are unobservable. The Company did not use any Level 3 inputs as of June 30, 2026 and December 31, 2025.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**10. Financial Instruments (Continued)**

**b. Fair Value of Financial Instruments (Continued)**

The estimated fair values of the Company's financial instruments are as follows (in thousands of US\$):

|                                                                  | Balance Sheet Location                                       | As of June 30, 2026 |              | As of December 31, 2025 |              |
|------------------------------------------------------------------|--------------------------------------------------------------|---------------------|--------------|-------------------------|--------------|
|                                                                  |                                                              | Book Value          | Fair Value   | Book Value              | Fair Value   |
|                                                                  |                                                              | (in '000s of US\$)  |              |                         |              |
| ASSETS                                                           |                                                              |                     |              |                         |              |
| Cash and cash equivalents                                        | Cash and cash equivalents                                    | \$ 1,008,268        | \$ 1,008,268 | \$ 1,037,292            | \$ 1,037,292 |
| Marketable securities                                            | Investments, Current                                         | \$ 223,176          | \$ 223,176   | \$ 120,244              | \$ 120,244   |
| LIABILITIES                                                      |                                                              |                     |              |                         |              |
| Secured long-term debt, including current portion <sup>(1)</sup> | Current portion of long-term debt, net & Long-term debt, net | \$ 732,725          | \$ 732,725   | \$ 415,016              | \$ 415,016   |
| Unsecured long-term debt <sup>(1)</sup>                          | Current portion of long-term debt, net & Long-term debt, net | \$ 500,000          | \$ 518,125   | \$ 762,766              | \$ 782,269   |

The estimated fair value of the financial instruments that are measured at fair value on a recurring basis, categorized based upon the fair value hierarchy, are as follows as of June 30, 2026 (in thousands of US\$):

|                       | Balance Sheet Location | Fair Value Measurements as of June 30, 2026 |            |            |             |
|-----------------------|------------------------|---------------------------------------------|------------|------------|-------------|
|                       |                        | Total                                       | (Level I)  | (Level II) | (Level III) |
|                       |                        | (in '000s of US\$)                          |            |            |             |
| ASSETS                |                        |                                             |            |            |             |
| Marketable securities | Investments, Current   | \$ 223,176                                  | \$ 223,176 | \$ —       | \$ —        |

The estimated fair value of the financial instruments that are not measured at fair value on a recurring basis, categorized based upon the fair value hierarchy, are as follows as of June 30, 2026 (in thousands of US\$):

|                                                                  | <u>Balance Sheet Location</u>                      | <u>Fair Value Measurements as of June 30, 2026</u> |                  |                   |                    |
|------------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|------------------|-------------------|--------------------|
|                                                                  |                                                    | <u>Total</u>                                       | <u>(Level I)</u> | <u>(Level II)</u> | <u>(Level III)</u> |
|                                                                  |                                                    | <u>(in '000s of US\$)</u>                          |                  |                   |                    |
| <b>ASSETS</b>                                                    |                                                    |                                                    |                  |                   |                    |
| Cash and cash equivalents                                        | Cash and cash equivalents                          | \$ 1,008,268                                       | \$ 1,008,268     | \$ —              | \$ —               |
| <b>LIABILITIES</b>                                               |                                                    |                                                    |                  |                   |                    |
| Secured long-term debt, including current portion <sup>(1)</sup> | Current portion of long-term debt, net & Long-term |                                                    |                  |                   |                    |
|                                                                  | debt, net                                          | \$ 732,725                                         | \$ —             | \$ 732,725        | \$ —               |
| Unsecured long-term debt <sup>(1)</sup>                          | Long-term debt, net                                | \$ 518,125                                         | \$ 518,125       | \$ —              | \$ —               |

The estimated fair value of the financial instruments that are measured at fair value on a recurring basis, categorized based upon the fair value hierarchy, are as follows as of December 31, 2025 (in thousands of US\$):

|                       | Balance Sheet Location | Fair Value Measurements as of December 31, 2025 |            |            |             |
|-----------------------|------------------------|-------------------------------------------------|------------|------------|-------------|
|                       |                        | Total                                           | (Level I)  | (Level II) | (Level III) |
|                       |                        | (in '000s of US\$)                              |            |            |             |
| ASSETS                |                        |                                                 |            |            |             |
| Marketable securities | Investments, Current   | \$ 120,244                                      | \$ 120,244 | \$ —       | \$ —        |

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**10. Financial Instruments (Continued)**

**b. Fair Value of Financial Instruments (Continued)**

The estimated fair value of the financial instruments that are not measured at fair value on a recurring basis, categorized based upon the fair value hierarchy, are as follows as of December 31, 2025 (in thousands of US\$):

|                                                                  | <u>Balance Sheet Location</u>                                | <u>Fair Value Measurements as of December 31, 2025</u> |                  |                   |                    |
|------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------|------------------|-------------------|--------------------|
|                                                                  |                                                              | <u>Total</u>                                           | <u>(Level I)</u> | <u>(Level II)</u> | <u>(Level III)</u> |
|                                                                  |                                                              | (in ‘000s of US\$)                                     |                  |                   |                    |
| <b>ASSETS</b>                                                    |                                                              |                                                        |                  |                   |                    |
| Cash and cash equivalents                                        | Cash and cash equivalents                                    | \$ 1,037,292                                           | \$ 1,037,292     | \$ —              | \$ —               |
| <b>LIABILITIES</b>                                               |                                                              |                                                        |                  |                   |                    |
| Secured long-term debt, including current portion <sup>(1)</sup> | Current portion of long-term debt, net & Long-term debt, net | \$ 415,016                                             | \$ —             | \$ 415,016        | \$ —               |
| Unsecured long-term debt <sup>(1)</sup>                          | Current portion of long-term debt, net & Long-term debt, net | \$ 782,269                                             | \$ 782,269       | \$ —              | \$ —               |

- (1) Secured and unsecured long-term debt, including current portion is presented gross of deferred finance costs and debt discount of \$22.0 million and \$22.7 million (current and non current portions) as of June 30, 2026 and December 31, 2025, respectively. The fair value of the Company's secured debt is estimated based on currently available debt with similar contract terms, interest rate and remaining maturities.

**11. Commitments and Contingencies**

There are no material legal proceedings to which the Company is a party or to which any of its properties are the subject, or other contingencies that the Company is aware of, other than routine litigation incidental to the Company's business.

The Company has outstanding commitments under vessel construction contracts as of June 30, 2026, see Note 3 "Fixed Assets, Net and Advances for Vessels Under Construction and Vessel Acquisition".

**12. Stockholders' Equity**

During the six-month period ended June 30, 2026, the Company declared a dividend of \$0.90 per share of common stock paid in each of March and June amounting to \$32.8 million. During the six month period ended June 30, 2025, the Company declared a dividend of \$0.85 per share of common stock paid in each of February and June amounting to \$31.5 million. The Company issued 92 and 98 shares of common stock pursuant to its dividends reinvestment plan in the six-month periods ended June 30, 2026 and June 30, 2025, respectively.

In June 2022, the Company announced a share repurchase program of up to \$100.0 million of the Company's common stock. This share repurchase program was upsized by \$100.0 million on November 10, 2023 and by an additional \$100.0 million on April 14, 2025 for a total aggregate amount of \$300.0 million. The Company repurchased 60,819 shares of its common stock in the open market for \$5.9 million in the six months ended June 30, 2026; 927,527 shares for \$76.1 million in the year ended December 31, 2025; 661,103 shares for \$53.9 million in the year ended December 31, 2024; 1,131,040 shares for \$70.6 million in the year ended December 31, 2023 and 466,955 shares for \$28.6 million in the year ended December 31, 2022. In total, as of June 30, 2026, the Company had repurchased a total of 3,247,444 shares of common stock for \$235.1 million under this repurchase program. During the six months ended June 30, 2026, the Company settled \$0.9 million of share repurchases that were executed in the fourth quarter of 2025, which are included in cash paid for repurchases of common stock in the condensed consolidated statement of cash flows.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**12. Stockholders' Equity (Continued)**

As of April 18, 2008, the Board of Directors and the Compensation Committee approved incentive compensation of the Manager's employees with its shares from time to time, after specific for each such time, decision by the compensation committee and the Board of Directors in order to provide a means of compensation in the form of free shares to certain employees of the Manager of the Company's common stock. The plan was effective as of December 31, 2008. Pursuant to the terms of the plan, employees of the Manager may receive (from time to time) shares of the Company's common stock as additional compensation for their services offered during the preceding period. The total amount of stock to be granted to employees of the Manager will be at the Company's Board of Directors' discretion only and there will be no contractual obligation for any stock to be granted as part of the employees' compensation package in future periods.

In August 2025, the Company granted 100,000 shares to the Manager for the year ending December 31, 2026 under the amended and restated management agreement with the Manager as described in Note 15 "Related Party Transactions". The fair value of shares granted was calculated based on the closing trading price of the Company's shares at the grant date.

In December 2024, the Company granted 30,000 shares of restricted stock to certain employees of the Manager, out of which 2,000 shares vested in December 2025, 4,000 shares will vest in December 2026, 8,000 shares in December 2027 and the remaining 16,000 shares in December 2028. As of June 30, 2026, 28,000 shares remained unvested and will remain restricted until they vest. The vesting of these shares is subject to satisfaction of the vesting terms, under the Company's 2006 Equity Compensation Plan, as amended. The 30,000 restricted shares were issued and outstanding as of December 31, 2024, with aggregate compensation expense of \$2.3 million related thereto expected to be recognized as the shares vest over a four-year period. In relation to the vesting of these 28,000 restricted shares to certain employees of the Manager and the 100,000 shares to vest to the Manager at the end of 2026 under the amended and restated management agreement (please refer to Note 15 "Related Party Transactions"), an amount of \$4.8 million was recorded in the six months ended June 30, 2026 under "General and administrative expenses" in the condensed consolidated income statements. As of June 30, 2026, the weighted-average remaining term of the Manager's compensation stock relating to non-vested restricted shares not yet recognized was \$6.0 million. This cost is expected to be recognized over a weighted average period of 1.0 year.

The aggregate number of shares of common stock for which awards may be granted under the Plan shall not exceed 1,000,000 shares plus the number of unvested shares granted before August 2, 2019. The equity awards may be granted by the Company's Compensation Committee or Board of Directors under its amended and restated 2006 equity compensation plan. Awards made under the Plan that have been forfeited, cancelled or have expired, will not be treated as having been granted for purposes of the preceding sentence.

The Company has also established the Directors Share Payment Plan under its 2006 equity compensation plan. The purpose of the plan is to provide a means of payment of all or a portion of compensation payable to directors of the Company in the form of Company's Common Stock. The plan was effective as of April 18, 2008, and amended effective August 26, 2025. Each member of the Board of Directors of the Company may participate in the plan. Pursuant to the terms of the plan, directors may elect to receive in Common Stock all or a portion of their compensation. Following the last of each calendar quarter, the Company delivers to each Director the number of shares represented by the rights credited to their Share Payment Account during the preceding calendar quarter. During the six months ended June 30, 2026 and June 30, 2025, none of the directors elected to receive their compensation in Company shares.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**13. Lease Arrangements**

*Charters-out*

As of June 30, 2026, the Company generated operating revenues from its 75 container vessels on time charters or bareboat charter agreements, with remaining terms ranging from less than one year to 2032. Additionally, the Company contracted 3-year, 5-year, 7-year and 10-year time charter agreements for the 23 out of 29 container vessels under construction as of June 30, 2026. Under the terms of the charter party agreements, most charterers have options to extend the duration of contracts ranging from less than one year to four years after the expiration of the contract. The Company determines fair value of its vessels at the lease commencement date and at the end of lease term for lease classification with the assistance from valuations obtained by third party independent shipbrokers. The Company manages its risk associated with the residual value of its vessels after the expiration of the charter party agreements by seeking multi-year charter arrangements for its vessels.

In May 2022, the Company received \$238.9 million of charter hire prepayment related to charter contracts for 15 of the Company's vessels, representing partial prepayment of charter hire payable up to January 2027. This charter hire prepayment is recognized in revenue through the remaining period of each charter party agreement, in addition to the contracted future minimum payments reflected in the table below. As of June 30, 2026, the outstanding balances of the current and non - current portion of unearned revenue in relation to this prepayment amounted to \$11.2 million and nil, respectively. As of December 31, 2025, the outstanding balances of the current and non - current portion of unearned revenue in relation to this prepayment amounted to \$20.3 million and \$2.6 million, respectively.

The future minimum payments, expected to be received on non-cancellable time charters and bareboat charters classified as operating leases consisted of the following as of June 30, 2026 (in thousands of US\$):

| <b>Period</b>               | <b>in '000s of US\$</b> |
|-----------------------------|-------------------------|
| 2026 (remaining)            | \$ 506,546              |
| 2027                        | 967,838                 |
| 2028                        | 857,583                 |
| 2029                        | 681,556                 |
| 2030                        | 493,088                 |
| 2031 and thereafter         | 801,033                 |
| <b>Total future rentals</b> | <b>\$ 4,307,644</b>     |

Rentals from time charters are not generally received when a vessel is off-hire, including time required for normal periodic maintenance of the vessel. In arriving at the future minimum rentals, an estimated time off-hire to perform periodic maintenance on each vessel has been deducted, although there is no assurance that such estimate will be reflective of the actual off-hire in the future.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**14. Earnings per Share**

The following table sets forth the computation of basic and diluted earnings per share:

|                                                     | <b>Three months ended June 30,</b> |             |
|-----------------------------------------------------|------------------------------------|-------------|
|                                                     | <b>2026</b>                        | <b>2025</b> |
| <i>Numerator:</i>                                   |                                    |             |
| Net income (in thousands of US\$)                   | \$ 151,815                         | \$ 130,904  |
| <i>Denominator (number of shares in thousands):</i> |                                    |             |
| Basic weighted average common shares outstanding    | 18,204                             | 18,344      |
| Effect of dilutive securities:                      |                                    |             |
| Dilutive effect of non-vested shares                | 52                                 | 52          |
| Diluted weighted average common shares outstanding  | 18,256                             | 18,396      |
| Basic earnings per share (in US\$ per share)        | \$ 8.34                            | \$ 7.14     |
| Diluted earnings per share (in US\$ per share)      | \$ 8.32                            | \$ 7.12     |
| <br>                                                |                                    |             |
|                                                     | <b>Six months ended June 30,</b>   |             |
|                                                     | <b>2026</b>                        | <b>2025</b> |
| <i>Numerator:</i>                                   |                                    |             |
| Net income (in thousands of US\$)                   | \$ 292,236                         | \$ 246,051  |
| <i>Denominator (number of shares in thousands):</i> |                                    |             |
| Basic weighted average common shares outstanding    | 18,207                             | 18,546      |
| Effect of dilutive securities:                      |                                    |             |
| Dilutive effect of non-vested shares                | 38                                 | 42          |
| Diluted weighted average common shares outstanding  | 18,245                             | 18,588      |
| Basic earnings per share (in US\$ per share)        | \$ 16.05                           | \$ 13.27    |
| Diluted earnings per share (in US\$ per share)      | \$ 16.02                           | \$ 13.24    |

**15. Related Party Transactions**

On February 3, 2025, the Company entered into an amended and restated management agreement with Danaos Shipping Co. Ltd (the “Manager” or “Danaos Shipping”), effective as of January 1, 2025 until December 31, 2025, removing the provision of certain commercial services provided to the Company by Danaos Shipping and the related fees payable by the Company. Under this agreement the Company pays to the Manager the following fees:

- (i) an annual management fee of \$2.0 million and 100,000 shares of the Company’s common stock, payable annually,
- (ii) a daily vessel management fee of \$475 for vessels on bareboat charter, pro-rated for the number of calendar days the Company owns each vessel,
- (iii) a daily vessel management fee of \$950 for vessels on time charter and voyage charter, pro-rated for the number of calendar days the Company owns each vessel,
- (iv) a flat fee of \$850 thousand per newbuilding vessel, which is capitalized to the newbuilding cost, for the on premises supervision of any newbuilding contracts by selected engineers and others of its staff, and
- (v) a fee of \$1 per Emission Allowance required to be surrendered by the Responsible entity under the EU ETS or any other applicable emission scheme in any calendar year.

On August 1, 2025, the Company further amended the management agreement with the Manager to extend the termination date to December 31, 2026, and under which the Company will pay the following fees:

- (i) an annual management fee of (a) \$2.0 million for the remainder of 2025 and (b) \$2.5 million effective as of January 1, 2026,
- (ii) 100,000 shares of the Company’s common stock, payable annually in the fourth quarter of each year,

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**15. Related Party Transactions (Continued)**

- (iii) a daily vessel management fee of (a) \$475 for vessels on bareboat charter for the remainder of 2025 and (b) \$550 for vessels on bareboat charter for 2026, effective as of January 1, 2026, each pro-rated for the number of calendar days the Company owns each vessel,
- (iv) a daily vessel management fee (a) of \$950 for vessels on time charter or voyage charter for the remainder of 2025 and (b) of \$1,100 for vessels on time charter or voyage charter for 2026, effective as of January 1, 2026, each pro-rated for the number of calendar days the Company owns each vessel,
- (v) a flat fee of \$850 thousand per newbuilding vessel, which is capitalized to the newbuilding cost, for on premises supervision of any newbuilding contracts by selected engineers and other staff, and
- (vi) a fee of \$1 per Emission Allowance required to be surrendered by the Responsible entity under the EU ETS or any other applicable emission scheme in any calendar year.

On February 3, 2025, the Company entered into a brokerage services agreement with Danaos Chartering Services Inc. (“Danaos Chartering”), effective as of January 1, 2025 until December 31, 2025, for the provision of commercial services at the same fees previously payable to Danaos Shipping Company Limited. Danaos Chartering, a newly-formed affiliate of Danaos Shipping, is ultimately owned by Danaos Investment Limited (“DIL”), the Company’s largest stockholder. On August 1, 2025, the Company amended the brokerage services agreement with Danaos Chartering to extend the termination date to December 31, 2026. Except for this change in the termination time, all other terms and fee structures of the agreement remain unchanged, under which the Company will pay:

- (i) a management fee of 1.25%
- (ii) on all freight, charter hire, ballast bonus and demurrage for each vessel, and
- (iii) a fee of 1.0% based on the contract price of any vessel bought or sold by it on the Company’s behalf, including newbuilding contracts.

For the six month period ended June 30, 2026 and 2025, management fees to Danaos Shipping amounted to \$18.2 million and \$15.3 million, respectively, and are presented under “General and administrative expenses” in the condensed consolidated statements of income. For the six month periods ended June 30, 2026 and 2025, commissions for commercial services to Danaos Chartering and Danaos Shipping amounted to \$6.8 million and \$6.4 million, respectively, and are presented under “Voyage expenses” in the condensed consolidated statements of income. Commissions on the contract price of newly acquired vessels charged by Danaos Chartering and Danaos Shipping totaled \$0.3 million and \$1.2 million in the six months ended June 30, 2026 and the year ended December 31, 2025, respectively, and were capitalized to the cost of the newly acquired vessels. Additionally, supervision fees for vessels under construction charged by Danaos Shipping and capitalized to vessels under construction totaled \$3.0 million and \$1.9 million in the six months ended June 30, 2026 and the year ended December 31, 2025, respectively.

The balance “Due from related parties” in the condensed consolidated balance sheets totaling \$59.0 million and \$46.8 million as of June 30, 2026 and December 31, 2025, respectively, represents advances to the Manager on account of the vessels’ operating and other expenses.

The defined benefit obligation for executive officers of \$21.7 million and \$21.5 million is presented within “Other long-term liabilities” in the condensed consolidated balance sheets as of June 30, 2026 and December 31, 2025, respectively. Prior service cost related to this obligation of \$1.1 million and \$0.6 million was reclassified from accumulated other comprehensive loss to “Other (expenses)/income, net” for the six months ended June 30, 2026 and 2025, respectively. Foreign exchange resulted in a gain of \$0.6 million and a loss of \$1.6 million, which were recognized in “Other (expenses)/income, net” for the six months ended June 30, 2026 and 2025, respectively. Interest cost of \$0.3 million and \$0.2 million was recognized in “Other finance expenses” for the six months ended June 30, 2026 and 2025, respectively. In addition, \$2.3 million of amortization related to prior service cost and net loss is expected to be reclassified to “Other (expenses)/income, net” during the twelve-month period ending June 30, 2027.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**16. Operating Revenue**

Operating revenue from time charters and bareboat charters and voyage charters for the six months ended June 30, 2026 and 2025, were as follows:

|                                     | <b>Six months ended June 30,</b> |                   |
|-------------------------------------|----------------------------------|-------------------|
|                                     | <b>2026</b>                      | <b>2025</b>       |
| Time charters and bareboat charters | \$ 501,286                       | \$ 488,717        |
| Voyage charters                     | 26,782                           | 26,744            |
| <b>Total Operating Revenue</b>      | <b>\$ 528,068</b>                | <b>\$ 515,461</b> |

As of June 30, 2026 and December 31, 2025, the Company had accounts receivable from voyage charter agreements amounting to \$0.8 million and \$3.1 million, respectively, and are presented under “Accounts receivable, net” in the condensed consolidated balance sheets.

The operating revenues received in advance from voyage charter agreements amounting to \$1.6 million and nil is presented under current “Unearned revenue” in the condensed consolidated balance sheets as of June 30, 2026 and December 31, 2025, respectively. Unearned revenue as of December 31, 2025 was recognized in earnings in the six months ended June 30, 2026 as the performance obligations were satisfied in that period. Unearned revenue related to voyage charter agreements in progress as of June 30, 2026 will be recognized in earnings as performance obligations will be satisfied.

Further, as of June 30, 2026, capitalized contract fulfilment costs, which are recorded under “Other current assets” in the condensed consolidated balance sheets, decreased by \$0.9 million compared to December 31, 2025, to \$0.6 million from \$1.5 million. The outstanding balance is mainly affected by the timing of commencement of revenue recognition.

During the six months ended June 30, 2026, the Company entered into early termination agreements for certain vessels operating under time charter arrangements. In connection with these time charter terminations, the Company recorded a \$5.1 million net gain within “Voyage Expenses”, in the condensed consolidated statement of income. The net gain mainly reflects the retention of bunkers on redelivery at no consideration.

**17. Segments**

Since the acquisition of the drybulk vessels in 2023, for management purposes, the Company is organized based on operating revenues generated from container vessels and drybulk vessels and have two reporting segments: (1) a container vessels segment and (2) a drybulk vessels segment. The container vessels segment owns and operates container vessels which are primarily chartered on multi-year, fixed-rate time charter and bareboat charter agreements. The drybulk vessels segment owns and operates drybulk vessels to provide drybulk commodities transportation services.

The Company’s chief operating decision maker (“CODM”) is the Chief Executive Officer. The CODM monitors and assesses the performance of the container vessels segment and the drybulk vessels segment based on each segment’s net income. The CODM uses segment net income to evaluate the overall profitability of each segment on a consistent basis, identify trends in segment-level operating performance, and make decisions regarding the allocation of capital between the two segments. Items included in the applicable segment’s net income are directly allocated to the extent that the items are directly or indirectly attributable to the segments. With regards to the items that are allocated by indirect calculations, their allocation is commensurate to the utilization of key resources. Other segment items include components that are not allocated to any of the Company’s reportable segments and include equity investments accounted for using the equity method of accounting and investments in marketable securities. These items are reviewed by the CODM at the consolidated level and are not considered in the evaluation of individual segment performance.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**17. Segments (Continued)**

The following table summarizes the Company's selected financial information for the six months ended June 30, 2026, by segment (in thousands of US\$):

| <b>Income Statement Metrics for the six months ended June 30, 2026 <sup>(1)</sup></b>                        | <b>Container vessels segment</b> | <b>Drybulk vessels segment</b> | <b>Total</b>      |
|--------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------|-------------------|
|                                                                                                              |                                  | <b>(in '000s of US\$)</b>      |                   |
| Operating revenues                                                                                           | \$ 468,200                       | \$ 59,868                      | \$ 528,068        |
| Voyage expenses                                                                                              | (13,773)                         | (14,776)                       | (28,549)          |
| Vessel operating expenses                                                                                    | (91,959)                         | (14,713)                       | (106,672)         |
| Depreciation                                                                                                 | (75,419)                         | (7,220)                        | (82,639)          |
| Amortization of deferred drydocking and special survey costs                                                 | (16,640)                         | (6,142)                        | (22,782)          |
| Interest income (excluding interest income from equity investments)                                          | 14,875                           | —                              | 14,875            |
| Interest expense and finance costs                                                                           | (19,986)                         | —                              | (19,986)          |
| Loss on debt extinguishment                                                                                  | (6,027)                          | —                              | (6,027)           |
| Other segment items <sup>(2)</sup>                                                                           | (29,914)                         | (3,210)                        | (33,124)          |
| <b>Net Income per segment</b>                                                                                | <b>\$ 229,357</b>                | <b>\$ 13,807</b>               | <b>\$ 243,164</b> |
| Gain on investments, dividend income, interest income from equity investments and loss on equity investments |                                  |                                | 49,072            |
| <b>Net Income</b>                                                                                            |                                  |                                | <b>\$ 292,236</b> |

(1) In the table below, the significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.

(2) Other segment items for each reportable segment include general and administrative expenses, other finance expenses, other (expenses)/income, net, and loss on derivatives.

The following table summarizes the Company's selected balance sheet metrics as of June 30, 2026, by segment (in thousands of US\$):

| <b>Balance Sheet Metrics as of June 30, 2026</b>  | <b>Container vessels segment</b> | <b>Drybulk vessels segment</b> | <b>Total</b>        |
|---------------------------------------------------|----------------------------------|--------------------------------|---------------------|
|                                                   |                                  | <b>(in '000s of US\$)</b>      |                     |
| Total Assets per segment                          | \$ 4,865,518                     | \$ 358,883                     | \$ 5,224,401        |
| Marketable Securities <sup>(1)</sup>              |                                  |                                | 223,176             |
| Receivable from equity investments <sup>(1)</sup> |                                  |                                | 57                  |
| <b>Total Assets</b>                               |                                  |                                | <b>\$ 5,447,634</b> |

(1) Reflected under "Other current assets" in the condensed consolidated balance sheet.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**17. Segments (Continued)**

The following table summarizes the Company's selected financial information for the six months ended June 30, 2025, by segment (in thousands of US\$):

| <b>Income Statement Metrics for the six months ended June 30, 2025 <sup>(1)</sup></b>                        | <b>Container vessels segment</b> | <b>Drybulk vessels segment</b> | <b>Total</b>      |
|--------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------|-------------------|
|                                                                                                              | <b>(in '000s of US\$)</b>        |                                |                   |
| Operating revenues                                                                                           | \$ 475,636                       | \$ 39,825                      | \$ 515,461        |
| Voyage expenses                                                                                              | (17,734)                         | (17,211)                       | (34,945)          |
| Vessel operating expenses                                                                                    | (92,571)                         | (15,516)                       | (108,087)         |
| Depreciation                                                                                                 | (74,154)                         | (6,572)                        | (80,726)          |
| Amortization of deferred drydocking and special survey costs                                                 | (18,252)                         | (4,233)                        | (22,485)          |
| Interest income (excluding interest income from equity investments)                                          | 7,208                            | —                              | 7,208             |
| Interest expense and finance costs                                                                           | (19,714)                         | —                              | (19,714)          |
| Other segment items <sup>(2)</sup>                                                                           | (25,481)                         | (2,569)                        | (28,050)          |
| <b>Net Income per segment</b>                                                                                | <b>\$ 234,938</b>                | <b>\$ (6,276)</b>              | <b>\$ 228,662</b> |
| Gain on investments, dividend income, interest income from equity investments and loss on equity investments |                                  |                                | 17,389            |
| <b>Net Income</b>                                                                                            |                                  |                                | <b>\$ 246,051</b> |

(1) In the table below, the significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.

(2) Other segment items for each reportable segment include general and administrative expenses, other finance expenses, other (expenses)/income, net, and loss on derivatives.

The following table summarizes the Company's selected balance sheet metrics as of December 31, 2025, by segment (in thousands of US\$):

| <b>Balance Sheet Metrics as of December 31, 2025</b> | <b>Container vessels segment</b> | <b>Drybulk vessels segment</b> | <b>Total</b>        |
|------------------------------------------------------|----------------------------------|--------------------------------|---------------------|
|                                                      | <b>(in '000s of US\$)</b>        |                                |                     |
| Total Assets per segment                             | \$ 4,717,465                     | \$ 275,965                     | \$ 4,993,430        |
| Marketable Securities <sup>(1)</sup>                 |                                  |                                | 120,244             |
| Receivable from equity investments <sup>(1)</sup>    |                                  |                                | 256                 |
| <b>Total Assets</b>                                  |                                  |                                | <b>\$ 5,113,930</b> |

(1) Reflected under "Other current assets" in the condensed consolidated balance sheet.

**DANAOS CORPORATION**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**18. Subsequent Events**

In July 2026, the Company declared a dividend of \$0.90 per share of common stock payable on July 30, 2026, to holders of record on July 21, 2026.

In July 2026, the Company took delivery of the 8,258 TEU under-construction container vessel with Hull No. *YZJ2023-1556*, named *Santorini Express*, which commenced a long-term charter upon delivery.

In July 2026, the Company drew down \$57.75 million under the Syndicated \$850.0 mil. Facility in connection with the delivery of the newbuilding vessel *Santorini Express*.

In July 2026, the Company entered into an Amended and Restated Management Agreement with the Manager and an Amended and Restated Commercial Agency Agreement with Danaos Chartering, in each case reflecting the extension of the term from December 31, 2026 to December 31, 2027, with no change in the services provided and fees payable thereunder, as well as an Amended and Restated Restrictive Covenant Agreement with the Company's CEO and DIL, as Trustee of the 883 Trust, to reflect the entry into the related amended and restated management agreement and commercial agency agreement.

DANAOS CORPORATION

- and -

DANAOS SHIPPING COMPANY LIMITED

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AMENDED AND RESTATED MANAGEMENT AGREEMENT

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**THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT** is made on July 31, 2026,

**BY AND BETWEEN:**

1. **DANAOS CORPORATION**, a company organized and existing under the laws of the Republic of the Marshall Islands (the “**Owner**”); and
2. **DANAOS SHIPPING COMPANY LIMITED**, a company organized and existing under the laws of the Republic of Cyprus (the “**Manager**”),

and shall be effective and supersede and replace the 2025 Management Agreement (as defined below), as of July 31, 2026.

**WHEREAS:**

- (A) The Owner has a number of wholly owned subsidiaries identified on Schedule A hereto, as such Schedule A may be amended from time to time (the “**Shipowning Subsidiaries**”), each of which owns either a containership or a drybulk carrier (the “**Vessels**”) and certain other direct and indirect subsidiaries identified on Schedule B hereto, as such Schedule B may be amended from time to time (together with the Shipowning Subsidiaries, the “**Subsidiaries**”).
- (B) The Manager has the benefit of expertise in the containerized cargo vessel industry and in technical and commercial management of containerships and drybulk carriers and administration of shipping companies generally.
- (C) The Owner and the Manager entered into a Management Agreement, made December 16, 2005 and effective July 1, 2005 which was amended on September 18, 2006, as further amended by Addendum No.1 thereto dated February 12, 2009, Addendum No.2 thereto dated February 8, 2010, Addendum No.3 dated December 16, 2011, Addendum No.4 dated December 31, 2012 and Addendum No.5 dated December 16, 2013 and amended and restated as of December 31, 2014, and as further amended and restated as of 1 May 2015 and as further amended and restated as of August 10, 2018 and as further amended on April 1, 2021, and as further amended and restated as of November 10, 2023, and as further amended and restated on February 3, 2025 and as further amended and restated on August 1, 2025 (hereinafter collectively referred to as the “**2025 Management Agreement**”) and pursuant to which the Manager has represented the Group (as defined below) in its dealings with third parties and provided technical, commercial, administrative and certain other services to the Group as specified therein in connection with the management and administration of the business of the Group.
- (D) The Owner and the Manager desire to amend and restate the terms and conditions of the 2025 Management Agreement and to adopt this Agreement to supersede and replace the 2025 Management Agreement as the agreement pursuant to which the Manager represents the Group in its dealings with third parties and provides technical, commercial, administrative and certain other services to the Group as

specified herein in connection with the management and administration of the business of the Group.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

**“Board of Directors”** means the board of directors of the Owner as the same may be constituted from time to time.

**“Business Days”** means a day (excluding Saturdays and Sundays) on which banks are open for business in Athens, Greece; London, United Kingdom; Cyprus; and New York, United States.

**“Change of Control Release”** shall bear the meaning given to it in the Restrictive Covenant Agreement.

**“Containership”** means any ocean-going vessel that is intended to be used primarily to transport containers or is being used to primarily transport containers.

**“Drybulk Carrier”** means any ocean-going vessel that is intended to be used primarily to transport non-liquid cargoes of commodities shipped in an unpackaged state.

**“Executive Officers”** means the Chief Executive Officer and the President, the Chief Operating Officer, the Chief Financial Officer and the Chief Commercial Officer of the Owner and/or such other officers that may be agreed by the parties thereto after the date of this Agreement from time to time.

**“Group”** means, at any time, the Owner and the Subsidiaries at such time taking into account the Schedule A and Schedule B in effect at such time and “member of the Group” shall be construed accordingly.

**“ISM Code”** means the International Management Code for the Safe Operation of Ships and for Pollution Prevention as adopted by the International Maritime Organization (IMO) by resolution A.741(18) or any subsequent amendment thereto.

**“Newbuilding”** means a new ship under construction or just completed.

**“STCW 95”** means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 or any subsequent amendment thereto.

1.2 The headings of this Agreement are for ease of reference and do not limit or otherwise affect the meaning hereof.

1.3 All the terms of this Agreement, whether so expressed or not, shall be binding upon the parties hereto and their respective successors and assigns.

- 1.4 In the event of any conflict between this Agreement and any Shipmanagement Agreement (as defined below), the provisions of this Agreement shall prevail.
- 1.5 Unless otherwise specified, all references to money refer to the legal currency of the United States of America.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and vice versa.

## **2. APPOINTMENT**

- 2.1 The Manager is hereby appointed by the Owner as the technical and administrative manager of the Group and hereby accepts such appointment on the terms and conditions of this Agreement.
- 2.2 With effect from the date hereof and continuing unless and until terminated as provided herein, the Owner hereby appoints the Manager and the Manager hereby agrees to act as the Manager of each Vessel.
- 2.3 The Manager undertakes to use its best endeavors to provide the Crewing & Technical Services specified in Section 5 of this Agreement and the General Services specified in Section 6 of this Agreement, on behalf of the Owner in accordance with sound ship management practice.
- 2.4 The Manager may, with the consent of the Owner, appoint any person or entity (a "Submanager") at any time throughout the duration of this Agreement to discharge any of the Manager's duties.
- 2.5 The Manager covenants with the Owner to ensure that each Submanager shall at all times properly exercise and perform the powers, rights and duties so conferred on it. The Manager's power to delegate performance of any provision of this Agreement hereunder is without prejudice to the Manager's liability to the Owner to perform such Agreement with the intention that the Manager shall remain responsible to the Owner for the due and timely performance of all duties and responsibilities of the Manager hereunder.

## **3. THE OWNER'S GENERAL OBLIGATIONS**

- 3.1 The Owner shall notify the Manager as soon as possible of any change in the Group as a result of the purchase of any Vessel or Newbuilding, the sale of any Vessel, the purchase or sale of any direct or indirect subsidiary, the creation or divestiture of any subsidiary, or any other structural change and shall promptly amend Schedule A and Schedule B hereto, as applicable, to be reflective of any such change. Such amended Schedule A or Schedule B shall be effective on any such day as mutually agreed by the Owner and the

Manager, which date shall be no later than five calendar days after delivery of such amended Schedule A or Schedule B to the Manager by the Owner.

#### **4. THE MANAGER'S GENERAL OBLIGATIONS**

- 4.1 The Manager shall, on behalf of the Group, attend to the day-to-day management of the Vessels in accordance with sound shipping industry standards.
- 4.2 In the exercise of its duties hereunder, the Manager shall act fully in accordance with the reasonable policies, guidelines and instructions from time to time communicated to it by the Group and serve the Group faithfully and diligently in the performance of this Agreement, exercising all due care, loyalty, skill and diligence to carry out its duties under this Agreement according to sound shipping industry standards.
- 4.3 For each Vessel now or hereinafter owned by any member of the Group, the Owner shall cause each Subsidiary to enter with the Manager into a contract substantially in the form attached hereto as Appendix I (each a "Shipmanagement Agreement" and collectively the "Shipmanagement Agreements"), with such alterations and additions as are appropriate (provided, that any alterations or additions which materially vary from such form shall require the approval of the Board of Directors of the Owner), and the Manager shall act and do all and/or any of the following acts or things described in this Agreement and each Shipmanagement Agreement in the name and/or on behalf of the Owner and/or its Subsidiaries in all parts of the world directly or through its agents.
- 4.4 For each Vessel sold or scrapped by any Subsidiary, the Owner shall cause each such Subsidiary to terminate promptly thereafter its applicable Shipmanagement Agreement with the Manager and the Manager agrees to terminate promptly such Shipmanagement Agreement accordingly. Upon expiry of this Agreement, the Manager shall continue to handle all outstanding matters relating to the sale or scrapping of the Group's Vessels for as long as the Owner requires and in such case the management fee will be reduced by two-thirds (2/3) for the period following the expiry of this Agreement.
- 4.5 The Manager acknowledges that the services it will provide pursuant to the Shipmanagement Agreements are not limited to the services described in such agreements and are instead as set forth in this Agreement.
- 4.6 In the performance of this Agreement, the Manager shall protect the interests of the Group in all matters directly or indirectly relating to the Vessels.
- 4.7 The Manager shall ensure that all material property of the Group is clearly identified as such, held separately from the property of the Manager and, where applicable, in safe custody.

- 4.8 The Manager shall ensure that adequate manpower is employed by it to perform its obligations under this Agreement.
- 4.9 During the term hereof (as provided in Section 11.1 of this Agreement), the Manager shall provide the Crewing & Technical Services and the General Services, which are incidental and ancillary to the Crewing & Technical Services, to the Group, subject always to the objectives and policies of the Owner and each applicable member of the Group, in each case, as established from time to time by their authorized representative and notified to the Manager.
- 4.10 Notwithstanding anything to the contrary contained in this Agreement or the Shipmanagement Agreements, the Manager agrees that any and all decisions of a material nature relating to the Owner, any Subsidiary or any Vessel shall be reserved to the Owner, such decisions including, but not being limited to:
- (a) the purchase and/or sale of shares in a company or other assets of a material nature;
  - (b) the purchase or formation of subsidiaries;
  - (c) the entry into guarantees or loans or other forms of financing and any and all financial undertakings and commitments connected therewith;
  - (d) the entry into and/or termination or amendment of any contractual relationships; and
  - (e) the presentation, negotiation, settlement, prosecution or defense of any claim, demand or petition for an amount exceeding \$250,000 or its equivalent.
- 4.11 During the term hereof, the Manager shall do all in its power to promote the business of the Group in accordance with the directions of the authorized representative of the respective member of the Group and shall at all times use its best efforts in all respects to conform to and comply with the lawful directions, regulations and recommendations made by such authorized representative, and in the absence of any specific directions, regulations and recommendations as aforesaid and subject to the terms and conditions of this Agreement, shall provide general administrative and advisory services in connection with the management of the business of the Group.
- 4.12 The Manager, in the performance of its responsibilities under this Agreement, shall be entitled to have regard to its overall responsibilities in relation to the management of its clients, which, until the occurrence of a Change of Control Release, shall be restricted to the Group, and in particular, without prejudice to the generality of the foregoing, the Manager shall be entitled to allocate available resources and services in such manner as in the prevailing circumstances the Manager considers to

be fair and reasonable, subject always to the discretion of any Executive Officer or other authorized representative of the Owner.

4.13 The Manager, in the performance of its responsibilities under this Agreement, shall ensure that any purchases of products or services from any affiliates, any Submanager or any other related entity shall be on terms no less favorable to the Manager than the market prices for products or services that the Manager could obtain on an arm's-length basis from unrelated third parties.

4.14 During the term hereof, the Manager agrees that, subject to Section 4.15 below and other than as provided in this Section 4.14, it will provide the services in this Agreement to the Group on an exclusive basis and it will not provide any Crewing & Technical Services or other general services contemplated herein to any entity without receiving the prior written approval of the Owner, other than:

- (a) the Owner and each Subsidiary;
- (b) any entity or vessel directly or indirectly owned or controlled, in whole or in part, or operated by John Coustas, Danaos Investment Limited as the Trustee for the 883 Trust (the "Coustas Trust"), Protector Holdings Inc. or Seasonal Maritime Corporation (collectively, the "Coustas Entities") (or any (i) current or future beneficiaries of the Coustas Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities); provided, that, any such direct or indirect interest in any (x) Drybulk Carrier or Containership of larger than 2,500 TEU or (y) entity owning a Drybulk Carrier or a Containership of larger than 2,500 TEU, shall have been acquired in accordance with Section 3 of the Restrictive Covenant Agreement by and between the Owner and each of the Coustas Entities and attached hereto as Appendix III (the "Restrictive Covenant Agreement"); and
- (c) Palmosa Shipping Corporation and its subsidiaries.

For the avoidance of doubt, nothing in this Section 4.14 shall be construed to restrict the Manager from providing any Crewing & Technical Services or other general services contemplated herein to any entity or vessel directly or indirectly owned or controlled, in whole or in part, or operated by any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities), other than Containerships of larger than 2,500 TEUs or Drybulk Carriers or any entity or business involved in shipping sectors other than Containerships of larger than 2,500 TEUs or Drybulk Carriers (which can be provided services in accordance with the terms of this Section 4.14).

- 4.15 The Manager's obligations contained in Section 4.14 above shall cease to apply with immediate effect upon the occurrence of a Change of Control Release.
- 4.16 The Manager shall at all times maintain and keep true and correct accounts and shall make the same available for inspection and auditing by the Owner or any Subsidiary at such times as may be mutually agreed.
- 4.17 The Manager agrees that the Owner shall have the right at any time to inspect any Vessel for any reason the Owner considers necessary.
- 4.18 Where the Manager is providing technical management services in accordance with Section 5.2, the Manager shall procure that the requirements of the law of the flag of each Vessel are satisfied and the Manager shall in particular be deemed to be the "Company" as defined by the ISM Code, assuming the responsibility for the operation of the Vessel and taking over the duties and responsibilities imposed by the ISM Code when applicable.

## **5. CREWING & TECHNICAL SERVICES**

(Crew and Technical Services, collectively referred to herein as the "Crewing & Technical Services")

### **5.1 CREW SERVICES**

The Manager shall provide a suitably qualified crew and related services for each of the Vessels as required by each applicable member of the Group in accordance with the STCW 95 requirements including the following:

- (a) selecting and engaging the Vessel's crew, including payroll arrangements, pension administration;
- (b) ensuring that the laws of the flag of each Vessel and all places where each Vessel trades are satisfied in respect of manning levels, rank, qualification and certification of the crew and employment regulations, including statutory withholding tax requirements, social insurance requirements, discipline and other requirements;
- (c) ensuring that all members of the crew have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are in possession of valid medical certificates issued in accordance with appropriate flag state requirements and, in the absence of applicable flag state requirements, the medical certificate shall be dated not more than three months prior to the respective crew members leaving their country of domicile and shall be maintained for the duration of their service on board the Vessel;
- (d) ensuring that the crew shall have a command of the English language of a sufficient standard to enable them to perform their duties safely;

- (e) arranging the transportation of the crew, including repatriation, board and lodging as and when required at rates and types of accommodations as customary in the industry;
- (f) training of the crew and supervising their efficiency;
- (g) keeping and maintaining full and complete records of any labor agreements which may be entered into with the crew and reporting to the Owner reasonably promptly after notice or knowledge thereof is received of any change or proposed change in labor agreements or other regulations relating to the crew and conducting union negotiations;
- (h) supervising discipline, discharge, and other terms of employment including administering the Owner's and the Manager's drug and alcohol policy in respect of the crew and enforcing appropriate standing orders;
- (i) handling all details and negotiating the settlement of any and all claims of the crew, including but not limited to those arising out of accidents, sickness or death, loss of personal effects, disputes under articles or contracts of enlistment, covers and fines;
- (j) ensuring that any concerns of any customer with respect to the master or any of the officers or other crew are appropriately investigated in a timely manner, communicating the results of such investigations to the Owner and if appropriate the customer, and if such concerns are well-founded, ensuring that any appropriate remedial actions are taken without delay;
- (k) keeping and maintaining all administrative and financial records relating to the crew as required by any law and any labor or collective agreements of the Owner, and rendering to the Owner any and all reports; and
- (l) performing any other function in connection with the crew as may be requested by the Owner or necessary for the management of the business.

## 5.2 TECHNICAL SERVICES

The Manager shall provide for all technical management services necessary for the operation of each Vessel, which include, but are not limited to, the following functions:

- (a) providing competent personnel to supervise the maintenance and general efficiency of each Vessel;
- (b) arranging and supervising dry-dockings, repairs, alterations and upkeep of the Vessels to the standards required by the Group to ensure that each Vessel will comply with all requirements and recommendations of the classification society and with the laws and regulations of the country of registry of each Vessel and of the places where each Vessel trades;

- (c) arranging and purchasing the supply of necessary provisions, stores, spares, lubricating oil supplies and equipment for each Vessel;
- (d) appointing and paying surveyors and technical consultants and other support for each Vessel as the Manager may consider from time to time to be necessary and arranging surveys associated with the commercial operation of each Vessel;
- (e) developing, implementing and maintaining a Safety Management System (SMS) in accordance with the ISM Code and system security in accordance with ISPS Code for both the Manager and each of the Vessels under management;
- (f) providing, at the request of the Owner, all documentation and records related to the Safety Management System (SMS) and/or the Crew, which the Owner needs in order to demonstrate compliance with the ISM Code and STCW 95 or to defend a claim against a third party;
- (g) arranging for the payment of all ordinary charges incurred in connection with the management of each Vessel, including, but not limited to, all canal tolls, port charges, any amounts due to any governmental authority with respect to the crew and all duties and taxes in respect of cargo or freight (whether levied against the Vessel, the Owner or the Group) and arranging for, and arranging payment for, any and all material licenses, permits, franchises, registrations and similar authorizations of any governmental authority which are necessary and used in the operation of the Vessels;
- (h) procuring and arranging for port entrance and clearance, pilots, Vessel agents, consular approvals and other services necessary or desirable for the management and safe operation of each Vessel;
- (i) performing all usual and customary duties concerned with the loading and discharging of cargoes at all ports including providing technical and shore- side support for the Vessels, handling of each Vessel while in ports or transiting canals and arranging for the prompt dispatch of each Vessel from loading and discharge ports in accordance with any instructions and for transit through canals;
- (j) reporting to the Owner of each Vessel's movement, position at sea, arrival and departure dates, major casualties and damages received or caused by each Vessel;
- (k) informing the Group promptly of any major release or discharge of oil or other hazardous material not in compliance with any laws;
- (l) maintaining each Vessel in such condition as to be acceptable to major charterers' vetting standards, if required;

- (m) providing the Owner with a copy of any Vessel inspection reports, valuations, surveys, and other similar reports prepared by ship brokers, valuers, surveyors, and classification societies; and
- (n) arranging for employment of counsel and the investigation, follow-up and negotiating of the settlement of all claims arising in connection with the operation of each Vessel.

### 5.3 FEES AND EXPENSES FOR CREWING & TECHNICAL SERVICES

In consideration of the Manager providing the above Crewing & Technical Services to the Group, the Owner shall pay the Manager the following fees:

- (a) a fixed Vessel management fee of US\$1,100 per day per Vessel other than those described in 5.3(b) below, payable monthly in arrears (pro-rated for the number of days that the Owner (or any Subsidiary) owns or charters-in each Vessel during each month);
- (b) a fixed Vessel management fee of US\$550 per day per Vessel on a bareboat charter, payable monthly in arrears (pro-rated for the number of days that the Owner (or any Subsidiary) owns or charters-in each Vessel during each month);
- (c) a fixed management fee of US\$2,500,000 per annum payable quarterly in arrears;
- (d) 100,000 shares of common stock of the Owner payable in the fourth quarter of each calendar year;
- (e) a flat fee of US\$850,000 for the services by the Manager set forth in the form of Supervision Agreement attached in Appendix II hereto with respect to each Newbuilding of the Owner or any Subsidiary, for which the final delivery to the Owner or Subsidiary, as applicable, has not occurred prior to the effective date of this Agreement, payable in four equal installments on the key event days in accordance with the applicable shipbuilding contract, namely steel cutting, keel laying, launching and delivery to the Owner or Subsidiary, as applicable.

(the fees in clauses (a) through (e) of this Section 5.3 being collectively referred to herein as the “Crewing & Technical Management Fee”).

- (f) The Crewing & Technical Management Fee does not include any out of pocket expenses (e.g. travelling, accommodation or other expenses of similar nature) of the Manager’s employees in relation to drydockings or other visits to Vessels related to repair and maintenance. Such costs will be paid and expensed by the Owner over and above the Crewing & Technical Management Fee.
- (g) In addition to providing the Crewing & Technical Services in exchange for the Crewing & Technical Management Fee, the Manager shall, at no cost

to any member of the Group, provide its office accommodation, office staff (including secretarial, accounting and administrative assistance), facilities and stationery, and shall pay for all printing, postage, domestic telephone and all other usual office expenses incurred by it as the Manager in or about the provision of the Crewing & Technical Services.

- (h) The Manager hereby acknowledges that it will provide the Crewing & Technical Services to the Group in Section 5 above at its own cost in exchange for the Crewing & Technical Management Fee and other fees it receives under this Section 5, and shall pay for all of its own expenses and costs incurred by it as the Manager in providing such Crewing & Technical Services (other than as set forth in Section 5.3(f) above).

## **6. GENERAL SERVICES**

(General, Administrative & Insurance Services, collectively referred to herein as the “General Services”)

### **6.1 GENERAL SERVICES**

The Manager shall provide general services to the Group, which are incidental and ancillary to the Crewing & Technical Services and include, but are not limited to, the following functions:

- (a) performing class records review and physical inspections and, at the request of the Owner, making recommendations to the Owner with respect to any additional vessel being considered for purchase by the Owner;
- (b) at the request and under the direction of the Owner, certain administrative services in connection with the purchase or sale of a Vessel by the Owner or any member of the Group;
- (c) at the request of the Owner, certain services in connection with the Owner or any Subsidiary taking physical delivery of a Vessel; and
- (d) at the request of the Owner, performing any other functions necessary to assist the Owner with any Vessel sale or purchase or Newbuilding.
- (e) furnishing the crew of each Vessel with appropriate voyage instructions and monitoring voyage performance while using best efforts to achieve the most economical, efficient and quick dispatch of each Vessel between ports and at ports and terminals;
- (f) appointing agents;
- (g) appointing stevedores;

- (h) arranging surveys associated with the commercial operation of the Vessel;
- (i) using due diligence to ensure that each Vessel will be employed between safe ports, safe anchorages and safe berths, so far as this can be established by exercising due diligence;
- (j) arranging the scheduling of each Vessel according to the terms of the Vessel's employment;
- (k) carrying out all necessary communications with shippers, charterers and others involved with the receiving and handling of each Vessel at the loading and discharging ports, including sending any notices required under the terms of the Vessels' employment;
- (l) preparing, issuing or causing to be issued to shippers the customary freight contracts, cargo receipts, bills of lading, shippers' customary bills or other documents required under the terms of the Vessels' employment;
- (m) invoicing on behalf of the Owner all freights and other sums due to the Owner and accounts receivables arising from the operation of the Vessels, making any and all claims for moneys due to the Owner and issuing releases upon receipt of payment or settlement of such claims; and
- (n) preparing off-hire statements and/or hire statements including obtaining port documents and expense supports necessary for such calculation.

## 6.2 ADMINISTRATIVE SERVICES

The Manager shall provide certain general administrative services to the Group, including the following:

- (a) keeping all books and records of things done and transactions performed on behalf of any member of the Group as it may require from time to time, including liaising with accountants, lawyers and other professional advisors;
- (b) except as otherwise contemplated herein, representing any member of the Group generally in its dealings and relations with third parties;
- (c) maintaining the general ledgers of the Group, reconciliation of the Group's bank accounts, preparation of periodic financial statements, including those required for governmental and regulatory or self-regulatory agency filings and reports to shareholders, and the provision of related data processing services;
- (d) providing assistance in the preparation of periodic and other reports, proxy statements, registration statements and other documents and

reports required by applicable law or the rules of any securities exchange or inter-dealer quotation system on which the securities of the Owner or any member of the Group may be listed or quoted;

- (e) preparing and providing all audited financial statements and tax returns required by any law or regulatory authority and developing, maintaining and monitoring internal audit controls, disclosure controls and information technology for the Group;
- (f) preparing reports concerning the performance of the services hereunder and the performance of third parties with whom any member of the Group has contractual relationships and furnishing advice and recommendations with respect to all aspects of the business affairs of such member of the Group;
- (g) providing all legal services to ensure the Group is in compliance with all laws, including all relevant securities laws, and ensuring that the Group owns or possesses all licenses, patents, copyrights and trademarks which are necessary and used in the operation of its business;
- (h) providing for the presentation, negotiation, settlement, prosecution or defense of any claim, demand or petition on behalf of any member of the Group arising in connection with the business of any member of the Group for an amount not exceeding \$250,000 or its equivalent, including the pursuit by any member of the Group of any rights of indemnification or reimbursement;
- (i) providing assistance and advice to the Group with respect to financing, including the monitoring and administration of the compliance with any applicable financing terms and conditions in effect with investors, banks or other financial institutions;
- (j) assisting with arranging board meetings, director accommodation and travel for board meetings, and preparing meeting materials and detailed papers and agendas for scheduled meetings of the Board of Directors or any company in the Group (and any and all committees thereof) that, where applicable, contain such information as is reasonably available to the Manager to enable the Board of Directors (and any such committees) to base their opinion;
- (k) preparing or causing to be prepared reports to be considered by the Board of Directors (or any applicable committee thereof) in accordance with the Group's internal policies and procedures on any acquisition, investment or sale of any part of the business;
- (l) administering payroll services, benefits and directors fees, as applicable, for any employee, officer or director of the Group;

- (m) handling all administrative and clerical matters in respect of (i) the calling and arrangement of all annual and/or special meetings of shareholders, (ii) the preparation of all materials (including notices of meetings and information circulars) in respect thereof and (iii) the submission of all such materials to the Owner in sufficient time prior to the dates upon which they must be mailed, filed or otherwise relied upon so that the Owner has full opportunity to review, approve, execute and return them to the Manager for filing or mailing or other disposition as the Owner may require or direct;
- (n) providing, at the request and under the direction of the Owner, such communications to the transfer agent for the Owner's securities as may be necessary or desirable;
- (o) providing any such other administrative services as the Owner, the authorized Executive Officers or any other representative the Owner may request and the Manager may agree to provide from time to time.

### 6.3 INSURANCE

The Manager shall arrange such insurances as the Owner shall have instructed and agreed upon, including the following:

- (a) providing and purchasing hull and machinery insurance (including crew negligence), excess liabilities insurance, protection and indemnity insurance including pollution risk insurance (entered for each Vessel's full gross tonnage), crew insurance and war insurance;
- (b) providing and purchasing all other insurances for each Vessel in accordance with the best practices of prudent owners of vessels of a similar type to each Vessel in amounts and on terms that are in accordance with industry practice;
- (c) providing the Owner with a copy of any Vessel insurance claims and any reports prepared by insurers; and
- (d) ensuring all premiums and calls on the Owner's insurance are paid in a timely fashion.

### 6.4 EMISSIONS TRADING SCHEME

In this Section 6.4, unless the context otherwise requires:

**"Calendar Year"** means the twelve (12)-month period running from January 1 through December 31.

**"Compliance Period Deadline"** means any deadline for the surrender of Emission Allowances by the Owners pursuant to the applicable lawful authorities that regulate the issuance, allocation, trading or surrendering of Emission Allowances.

**"Emission Allowances"** means an allowance, credit, quota, permit or equivalent, representing a right of a vessel to emit a specified quantity of greenhouse gas emissions recognised by the Emission Scheme.

**"Emission Data"** means data and records of the Vessel's emissions in the form and manner necessary to calculate its Emission Allowances.

**"Emission Scheme"** means a greenhouse gas emissions trading scheme which for the purposes of this Clause shall include the European Union Emissions Trading System and any other similar systems imposed by applicable lawful authorities that regulate the issuance, allocation, trading or surrendering of Emission Allowances.

**"Emissions Trading Scheme" or " ETS"** includes the European Union Emissions Trading System and any other similar systems imposed by applicable lawful authorities that regulate the issuance, allocation, trading or surrendering of Emission Allowances.

**"Month"** means the period beginning on the first day of the calendar month and ending immediately prior to the commencement of the first day of the next calendar month.

**"Responsible Entity"** means the party responsible for compliance under any Emission Scheme(s) applicable to the Vessel by law and/or regulation.

- (a) The Manager is appointed as the Responsible Entity under any Emission Scheme(s) applicable to the Vessel(s), or shall (as the case may be) assume that responsibility by agreement between the Parties in accordance with such Emission Scheme(s).
- (b) The Manager shall provide the Owner with Emission Data applicable to the Vessel(s) at regular intervals as may from time to time be agreed between the Parties. Such Emission Data shall be verified by an accredited verifier, where applicable, and if required by Owner audited by an independent party approved by them, at the Owner's expense together with the calculation of the Emission Allowances required.
- (c) The Manager shall monitor and report Emission Data to the administering authority in accordance with the Emission Scheme(s) applicable to the Vessel(s).
- (d) The Manager shall on such day as the parties may agree of each Month prepare and present to the Owner, in writing, the Vessel's actual emissions under each Emission Scheme applicable to the Vessel(s) for the immediately preceding Month. Such Emission Allowances or such other number of Emission Allowances as the Parties may agree shall, at the option of the Owner and in any case no later than the Compliance Period Deadline, either (a) be received by the Manager from or on behalf of the Owner, or (b) purchased by the Manager from a market of its choice in which case the Owner undertakes to reimburse the Manager for any and all costs associated with such purchase within 10 (ten) days after receipt by the Owner of the Manager's written request.

- (e) The Manager shall prepare and present to the Owner, in writing, the Vessel's actual emissions under each Emission Scheme and the corresponding Emission Allowances applicable to the Vessel(s) for the immediately preceding Calendar Year verified by an accredited verifier. Such Emission Allowances or such other number of Emission Allowances as the Parties may agree shall, at the option of the Owner and in any case no later than the Compliance Period Deadline, either (i) be received by the Manager from or on behalf of the Owner, or (ii) purchased by the Manager from a market of its choice in which case the Owner undertakes to reimburse the Manager for any and all costs associated with such purchase within 10 (ten) days after receipt by the Owner of the Manager's written request.
- (f) No later than fourteen (14) days prior to termination of this Agreement, the Manager shall prepare and present to the Owner, in writing, their estimates of the Emission Allowances due for the Vessel(s) for the final month or part thereof, except that where the Agreement is terminated in circumstances which do not allow the Manager fourteen (14) days' time the Manager shall notify the Owner of said Emission Allowances as soon as possible. Within ten (10) days of such notification, but not later than the termination of the Agreement, the Emission Allowances notified by the Manager shall be transferred by or on behalf of the Owner to the Manager.
- (g) Any difference between the Emission Allowances estimated according to subclause (f) above and the Emission Allowances actually due according to the Emission Scheme(s) applicable to the Vessel(s) as at the time and date of termination of this Agreement, shall be reconciled and settled between the Parties within ten (10) days.
- (h) The Parties may agree to financial security for the Owner's obligations under sub clause (e), (f) and (g) above. In any event, the Owner shall ensure that the Manager is (a) provided with the Emission Allowances required and (b) reimbursed for any and all costs associated with the purchase by the Manager of such Emission Allowances as the Parties may from time to time agree and in both cases, in a timely manner to fulfil their obligations under the applicable Emission Scheme(s).
- (i) The Manager shall surrender the Emission Allowances in accordance with the Emission Scheme(s) applicable to the Vessel(s), subject always to the Owner being and remaining responsible for providing such Emission Allowances to the Manager or as the case may be reimbursing the Manager for any costs associated with the purchase by the Manager of Emission Allowances.
- (j) Any Emission Allowances or financial security transferred by or on behalf of the Owner to the Manager under this Section 6.4 shall be held to the credit of the Owner separately until surrendered to the administering authority of the Emission Scheme(s) applicable to the Vessel(s).
- (k) The Owner shall pay to the Manager a fee of US \$1 per Emission Allowance required to be surrendered by the Responsible Entity under the EU ETS or any other applicable Emission Scheme in any Calendar Year.

## 6.5 FuelEU Maritime Clause

Notwithstanding any other provision under this Agreement, the Owner and the Manager (the “Parties”) hereby agree as follows:

Compliance Balance means the measure of the Vessel’s over- or under-compliance with regard to the limits of the yearly average GHG Intensity of the energy used on board by the Vessel during Voyages within the scope of FuelEU Maritime, which is calculated in accordance with Part A of Annex IV of FuelEU Maritime.

Compliance Balance Statement means the information and calculations for a Reporting Period, and including (without limitation) the Compliance Balance, as calculated and recorded by the Verifier as set out at Article 16(4) and Article 26 of Implementing Regulation 2024/2027.

“FuelEU Database” means any electronic database for the monitoring and recording of compliance with FuelEU Maritime established by the European Commission.

FuelEU Document of Compliance means the document issued by a Verifier or, where applicable, the competent authority of the administering State, confirming that the Vessel has complied with FuelEU Maritime for the applicable Reporting Period.

FuelEU Maritime means Regulation (EU) 2023/1805 of the European Parliament and of the Council, governing the use of renewable and low-carbon fuels in maritime transport, and amending Directive 2009/16/EC as amended from time to time, including all implementing acts and delegated acts and regulations.

FuelEU Monitoring Plan means the Vessel’s monitoring plan in accordance with FuelEU Maritime.

“FuelEU Penalty” means the penalty in respect of a Reporting Period calculated in accordance with FuelEU Maritime taking into account, where applicable under this Clause, any multiplier as set out in Article 23(2).

FuelEU Report means a report as referred to in Article 15(3) submitted in respect of the Vessel and recorded in the FuelEU Database.

“FuelEU Services means the services provided by the Manager to the Owner under this Clause in performance of the Agreement.

FuelEU Verification Report means a verification report as referred to in Article 16 in respect of either a FuelEU Report or Partial FuelEU Report which has been issued by the Verifier and recorded in the FuelEU Database.

“GHG Intensity” means the amount of GHG emissions per megajoule (MJ) of the fuels and energy, expressed in grams of CO<sub>2</sub> equivalent units (gCO<sub>2</sub>eq/MJ), used on board the Vessel under the scope of FuelEU Maritime, calculated in accordance with the methodology set out in Annex I of FuelEU Maritime.

“Partial FuelEU Report” means a report for a Partial Reporting Period as referred to in Article 15(4) submitted in respect of the Vessel and recorded in the FuelEU Database.

“Partial Reporting Period” means a part of a Reporting Period where there is a change in the company (as defined in FuelEU Maritime) during the same calendar year.

Pool Verifier means the legal entity carrying out verification activities and accredited in accordance with FuelEU Maritime which has been selected to verify the allocation of the total pool compliance balances in a pool including the Vessel, and which might not be the Verifier.

Reporting Period means a period from 1 January to 31 December of the year during which information referred to in FuelEU Maritime is monitored and recorded.

“Verification Period” means the calendar year following a Reporting Period.

Verified Compliance Balance means the Compliance Balance verified by the Verifier (and the Pool Verifier, as applicable) and recorded in the FuelEU Database in respect of a Reporting Period after accounting for the application (as applicable) of the banking of the Vessel’s compliance surplus or borrowing of an advance compliance surplus between Reporting Periods under Article 20 or the pooling of the Compliance Balance under Article 21.

“Verifier” means the legal entity carrying out verification activities and accredited in accordance with FuelEU Maritime which has been mutually agreed between the Owner and the Manager to verify the relevant information and data of the Vessel relevant to the FuelEU Database and produce the FuelEU Verification Reports, Compliance Balance Statement and the Verified Compliance Balance (other than in respect of pooling).

“Voyage” means a voyage as defined in Article 3, point (c), of Regulation (EU) 2015/757.

Unless specified otherwise, references to Articles and Annexes in this Clause 6.5 are to those provided for in FuelEU Maritime.

(a) The Parties acknowledge that each Vessel is required to comply with FuelEU Maritime and that the Manager (or the Manager’s nominee) shall be the responsible compliance entity for each such in accordance with FuelEU Maritime.

(b) Where delivery occurs after 1 January 2025, the Owner shall, by no later than ten (10) days prior to delivery, provide the Manager with estimates of all relevant underlying information and data to be contained in a Partial FuelEU Report (where applicable) which shall be complete to the best of the Owner’s knowledge together with any relevant information recorded in the FuelEU Database including the previous two Reporting Periods (where applicable). Thereafter, the Owner shall provide to the Manager a copy of the Partial FuelEU Report no later than one month after delivery and the corresponding FuelEU Verification Report together with any

supporting information, verification assessment(s), data and documentation latest seven (7) days after receipt from the Verifier.

(c) In consultation with the Owner, the Manager shall prepare and submit a FuelEU Monitoring Plan for the Verifier's approval. The Manager shall review the FuelEU Monitoring Plan regularly and if necessary, update and/or modify it. The Owner shall promptly notify the Manager if any fuels or energy to be supplied to the Vessel are not reflected in the FuelEU Monitoring Plan following which the Manager shall promptly seek to update and/or modify and re-submit the FuelEU Monitoring Plan to the Verifier for approval.

(d) The Owner shall provide to the Manager: (i) bunker delivery notes (BDNs) and electricity delivery notes (EDNs) for fuels and energy supplied to the Vessel; and if applicable, (ii) any associated documentation and/or certification recognised under FuelEU Maritime to the satisfaction of the Verifier in order to meet the sustainability and GHG emissions saving criteria set out under FuelEU Maritime and to obtain any benefit when applying the emission factors set out in Annex II and calculating the GHG Intensity. The Manager shall be entitled to rely on and accept no responsibility for the accuracy of the data and information recorded in any of the BDNs, EDNs and in any associated documentation and/or certification which are to be submitted to the Verifier as well as for the Owner's failure to supply the same.

(e) The Manager shall on a monthly basis provide to the Owner, together with all supporting calculations, the estimates of:

(i) the aggregated Compliance Balance of the applicable Vessel incurred in the then current Reporting Period; and

(ii) upon request, the projected aggregated Compliance Balance taking into account any banked compliance surplus or advance compliance surplus borrowed from a previous Reporting Period

based on information and documentation available at that point in time. Any estimates of the aggregated Compliance Balance as set out in subclause (e)(i) shall be validated by a third party if required by the Owner at their expense.

(f) The Manager shall continuously monitor and record the Vessel's GHG Intensity and all other relevant information and data required under FuelEU Maritime during a Reporting Period and shall promptly provide the Verifier with a FuelEU Report (or, where applicable, a Partial FuelEU Report) in accordance with FuelEU Maritime together with all supporting documents and information as requested by the Verifier.

(g) The Manager shall promptly notify the Owner of the outcome of the verification of the FuelEU Report (or, where applicable, a Partial FuelEU Report) by the Verifier and provide the Owner with a copy of the FuelEU Verification Report together with the Compliance Balance Statement when available.

(h) Where this Agreement is terminated, the Manager shall, by no later than ten (10) days prior to the applicable Vessel's date of redelivery, provide the Owner upon

request with estimates of the underlying information and data to be contained in a Partial FuelEU Report together with any relevant information recorded on the FuelEU Database. Thereafter, the Manager shall provide to the Owner a copy of the Partial FuelEU Report no later than one month after redelivery and the corresponding FuelEU Verification Report together with any supporting information, verification assessment(s), data and documentation latest seven (7) days after receipt from the Verifier.

(i) The Manager shall periodically monitor the Manager's potential exposure to a FuelEU Penalty for the applicable Vessel.

(i) The Parties shall agree on the appropriate form and amount of security, which may be adjusted from time to time, to be provided by the Owner to cover the Manager's corresponding exposure (if any) to the reasonable satisfaction of the Manager. Such security shall be agreed by the Parties and received by the Manager within ten (10) days of the Manager's written request failing which the Manager may terminate this Agreement immediately by providing written notice to the Owner.

(ii) Any security provided by the Owner to the Manager under this Clause shall:

(1) be held to the credit of the Owner unless the Manager are required to use the security to meet the Manager's obligations owed for the Vessel under FuelEU Maritime, in which case the Parties shall agree on the appropriate form and amount of replacement security to be provided by the Owner in accordance with subclause (i)(i); and

(2) in no way prejudice the Owner's obligation to provide the Manager in a timely manner with sufficient funds required to fulfil the Manager's obligations for the Vessel under FuelEU Maritime.

(iii) Upon termination of this Agreement, any security or replacement security provided to the Manager in accordance with this subclause shall either be returned to the Owner or cancelled (as appropriate) within ten (10) days of the termination date unless such security or replacement security is still required to meet the Manager's obligations under FuelEU Maritime in respect of the applicable Verification Period, in which case such security or replacement security shall be released following receipt of the Owner's payment under subclause (k)(i) or, where no FuelEU Penalty is payable, upon issuance of the FuelEU Document of Compliance for the corresponding Reporting Period, whichever is earlier.

(iv) In any event, the Owner hereby undertakes to keep the Manager and its employees, agents and any submanager indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever and howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the compliance with the FuelEU Maritime and against and in respect of all penalties, fines, costs, losses, damages and expenses (including legal costs

and expenses on a full indemnity basis) which the Manager, its employees, agents or a submanager may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement

(j) In respect of each Compliance Balance Statement:

(i) Unless otherwise agreed in writing by the Parties, it is expressly understood that any rights, Ownership, entitlements and decisions in respect of the banking, borrowing and pooling of the Compliance Balance, as well as to the identity and appointment of the Pool Verifier (as applicable) shall vest exclusively in the Owner (or the Owner's nominee) who shall be at liberty to direct, control and allocate the Compliance Balance as they see fit in accordance with FuelEU Maritime.

(ii) No later than ten (10) days prior to 30 April of the Verification Period, the Owner (or the Owner's nominee) shall provide instructions and directions to the Manager as to the application and/or allocation of the Compliance Balance in respect of borrowing, banking and/or pooling as well as to the identity and appointment of the Pool Verifier.

(iii) The Manager shall promptly follow the Owner's (and where applicable, the Owner's nominee and/or any third parties nominated by the Owner in writing) instructions and directions in respect of borrowing, banking and/or pooling of the Compliance Balance in accordance with subclause (j)(ii).

(iv) The Owner shall bear the risk, liability, benefit and costs arising out of or in connection with the aforementioned instructions and directions including any failure to provide such instructions and directions under this subclause (j).

(v) Once the Verified Compliance Balance is available, it shall be communicated by the Manager to the Owner as soon as reasonably practicable.

(k) Where, in respect of the Verified Compliance Balance, it is determined under FuelEU Maritime that:

(i) a FuelEU Penalty is payable, the Manager shall promptly notify the Owner of such FuelEU Penalty and the Owner shall transfer a sum equivalent to the FuelEU Penalty to the Manager by no later than ten (10) days before the FuelEU Penalty falls due. Subject to the timely receipt of such funds, the Manager shall pay the FuelEU Penalty promptly thereafter and provide the Owner with a copy of the FuelEU Document of Compliance as soon as reasonably practicable; or

(ii) no FuelEU Penalty is payable, the Manager shall provide the Owner with a copy of the FuelEU Document of Compliance as soon as reasonably practicable.

(l) Where this Agreement is terminated between 1 January and 30 June of a Verification Period, and the Manager (or the Manager's nominee) were the

responsible compliance entity on 31 December of the previous Reporting Period, the Manager shall remain responsible for complying with its obligations under this Clause. In the event that satisfactory security or replacement security has not been agreed or extended, the Owner shall advance the funds required for payment of the estimated FuelEU Penalty and these funds shall be received on or before termination of this Agreement. Where funds in excess of a FuelEU Penalty have been paid by the Owner or if no FuelEU Penalty is ultimately payable pursuant to the Verified Compliance Balance, the Manager shall promptly return any balance of funds to the Owner.

(m) Without prejudice to the Manager's right to terminate this Agreement in accordance with subclause (i) above:

(i) the Manager shall be entitled to terminate the Agreement with immediate effect by giving notice to the Owner if any monies payable by the Owner under subclause (k) and/or (m) are not received in the Manager's nominated bank account within ten (10) days of receipt by the Owner of the Manager's written request; and

(ii) in any other circumstances, if either Party fails to meet their obligations under this Clause, the other Party may give notice to the Party in default requiring it to remedy such failure. Should the Party in default fail to remedy the failure within a reasonable time to the reasonable satisfaction of the other Party, that Party shall be entitled to terminate this Agreement with immediate effect by giving notice to the Party in default.

(n) It is expressly agreed that the rights and obligations of the Parties set out in this Clause 6.5 shall survive the expiration or termination of the Agreement unless or until the Parties have fulfilled or satisfied their respective obligations under FuelEU Maritime.

#### 6.6 FEES AND EXPENSES FOR GENERAL SERVICES

(a) Other than the fee for the EU Emissions Trading Scheme provided for in Section 6.4 (k) above, the Manager shall, at no cost to any member of the Group, provide the services set forth in Section 6 and its office accommodation, office staff (including secretarial, accounting and administrative assistance), facilities and stationery, and shall pay for all printing, postage, domestic telephone and all other usual office expenses incurred by it as the Manager in or about the provision of the General Services; and

(b) the Manager hereby acknowledges that it will provide the General Services to the Group in this Section 6 at its own cost, and shall pay for all of its own expenses and costs incurred by it as the Manager in providing such General Services other than as set forth in Section 6.6(a) above.

### 7. BUDGETS, CORPORATE PLANNING AND EXPENSES

- 7.1 On or before October 31 of each year the Manager will prepare and submit to the Executive Officers a detailed draft budget for the next fiscal year in a format acceptable to the Executive Officers which will include (i) a statement of estimated revenue and expenses in providing the Crewing & Technical Services and the General Services to the Group and (ii) a proposed budget for capital expenditures, repairs or alterations, including proposed expenditures in respect of dry-docking, together with an analysis as to when and why such replacements, improvements, renovations or expenditures may be required (collectively, the “**Draft Budget**”).
- 7.2 For a period of thirty (30) days after receipt of the Draft Budget, the Executive Officers, from time to time, may request further details and submit written comments on the Draft Budget. If the Executive Officers do not agree with any term thereof, they will, within the same thirty (30) day period, give the Manager notice of any inquiries to the Draft Budget, which notice will include the list of items under consideration (the “**Questioned Items**”) and a proposal for the resolution of each such Questioned Item. The Executive Officers and the Manager will endeavor to resolve any such differences between them with respect to the Questioned Items.
- 7.3 By December 10 of the relevant year, the Manager will prepare and deliver to the Owner a revised budget that has been approved by the Executive Officers (the “**Approved Budget**”). All expenses incurred by the Manager under the terms of this Agreement on behalf of any member of the Group under the Approved Budget may be debited against the account of the respective member of the Group, but shall in any event remain payable by the Owner to the Manager on demand.
- 7.4 Any increase or change to the Approved Budget in excess of 7.5% shall require the written approval of two Executive Officers. Any expenses incurred by the Manager in excess of the Approved Budget will not be reimbursed or payable to the Manager.
- 7.5 The Manager shall produce a monthly comparison between budgeted and actual expenditures to the Executive Officers. The Manager shall also maintain the records of all costs and expenses incurred, including any invoices, receipts and supplementary materials as are necessary or proper for the settlement of accounts.
- 7.6 In the event the Executive Officers and the Manager dispute any specific expense or invoice within the Approved Budget and are unable to resolve their dispute within ten (10) Business Days, then the dispute shall be referred for resolution by a firm of independent accountants of nationally recognized standing reasonably satisfactory to each of the Manager and the Executive Officers (the “**Accounting Referee**”) which shall determine the disputed amounts within thirty (30) days of the referral of such dispute to such Accounting Referee. The determination of the Accounting Referee shall not require the Owner to pay more than the amount in dispute. The fees and expenses of the Accounting Referee shall be borne equally by the Owner and the Manager.

- 7.7 Insofar as any moneys are collected by the Manager under the terms of this Agreement (other than moneys payable by the Owner to the Manager), such moneys and any interest thereon shall be held to the credit of the relevant member of the Group in a separate bank account in the name thereof, but operated by the Manager.
- 7.8 On or before the first day of each month during the term of this Agreement, the Owner shall advance to the Manager all amounts budgeted for the operation of each of the Vessels for such month. At the end of each calendar quarter, the Manager shall preliminarily reconcile the amounts advanced to it by the Owner with the amounts actually expended by it for the operation of each of the Vessels, and the Manager shall remit to the Owner, or credit to the Owner amounts to be advanced to it hereunder for future months, any unused portion of the amounts previously advanced by the Owner, or the Owner shall pay to the Manager any amounts properly expended by the Manager for the Vessels in excess of the amounts previously advanced by the Owner. The Owner and Manager will reconcile any amounts due to the Owner by the Manager or amounts due to the Manager by the Owner for each fiscal year of the Owner as promptly as practicable following the close of each such fiscal year.

## **8. LIABILITY AND INDEMNITY**

- 8.1 Subject to Section 11.3(e), neither any member of the Group nor the Manager shall be under any liability for any failure to perform any of their obligations hereunder by reason of Force Majeure. “**Force Majeure**” shall mean any cause whatsoever of any nature or kind beyond the reasonable control of any member of the Group or the Manager, including, without limitation, acts of God, acts of civil or military authorities, acts of war or public enemy, acts of any court, regulatory agency or administrative body having jurisdiction, insurrections, riots, strikes or other labor disturbances, embargoes or other causes of a similar nature.
- 8.2 Subject to Section 8.1, the Manager shall be under no liability whatsoever to any member of the Group for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, and howsoever arising in the course of the performance of this Agreement, unless and to the extent that the same is proved to have resulted from (i) the gross negligence or wilful default of the Manager, its employees, agents or any Submanager or (ii) any breach of this Agreement by the Manager or any Submanager.
- 8.3 Except to the extent that the Manager would be liable under Section 8.2, the Owner hereby undertakes to keep the Manager and its employees, agents and the Submanager indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever and howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, losses, damages and

expenses (including legal costs and expenses on a full indemnity basis) which the Manager, its employees, agents or the Submanager may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.

- 8.4 The Manager will indemnify and save harmless the Owner and each other Subsidiary in the Group, and their respective current and former directors, officers, employees, subcontractors and current and future affiliates, from and against any and all costs, losses, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Owner, any other company in the Group or any of their employees or agents may suffer as a result of (i) any losses incurred or suffered related to any liabilities or obligations that the Manager or any Submanager has agreed to pay or for which the Manager is otherwise responsible under this Agreement, (ii) the gross negligence or any willful default by the Manager, its employees, agents or any Submanager or (iii) any breach of this Agreement by the Manager or any Submanager.
- 8.5 It is hereby expressly agreed that no employee or agent of the Manager (including any sub-contractor from time to time employed by the Manager) shall in any circumstances whatsoever be under any liability whatsoever to any member of the Group for any loss, damage or delay whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Section 8, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Manager or to which the Manager is entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Manager acting as aforesaid and for the purpose of all the foregoing provisions of this Section 8 the Manager is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement. Nothing in this Section 8.5 shall be construed so as to limit any liability the Manager may have to the Group under Section 8.2 hereof.

**9. RIGHTS OF THE MANAGER, RESTRICTIONS ON THE MANAGER'S AUTHORITY, AND NON-COMPETE PROVISIONS**

- 9.1 Except as may be expressly provided in this Agreement, the Manager shall be an independent contractor and not the agent of the Owner or any other member of the Group and shall have no right or authority to incur any obligation on behalf of any member of the Group or to bind any member of the Group in any way whatsoever. Nothing in this Agreement shall be deemed to make the Manager or any of its subsidiaries or employees an employee, joint venturer or partner of any member of the Group.

- 9.2 The Owner acknowledges that the Manager shall have no responsibility hereunder, direct or indirect, with regard to the formulation of the business plans, policies, management or strategies (financial, tax, legal or otherwise) of any member of the Group, which is solely the responsibility of each respective member of the Group. Each member of the Group shall set its corporate policies independently through its respective board of directors and executive officers and nothing contained herein shall be construed to relieve such directors or officers of each respective member of the Group from the performance of their duties or to limit the exercise of their powers.
- 9.3 Notwithstanding the other provisions of this Agreement:
- (a) the Manager may act with respect to a member of the Group upon any advice, resolutions, requests, instructions, recommendations, direction or information obtained from such member of the Group or any banker, accountant, broker, lawyer or other person acting as agent of or adviser to such member of the Group and the Manager shall incur no liability to such member of the Group for anything done or omitted or suffered in good faith in reliance upon such advice, instruction, resolution, recommendation, direction or information made or given by such member of the Group or its agents, in the absence of gross negligence or willful misconduct by the Manager or its servants, and shall not be responsible for any misconduct, mistake, oversight, error or judgment, neglect, default, omission, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or adviser or other person as aforesaid;
  - (b) the Manager shall not be under any obligation to carry out any request, resolution, instruction, direction or recommendation of any member of the Group or its agents if the performance thereof is or would be illegal or unlawful; and
  - (c) the Manager shall incur no liability to any member of the Group for doing or failing to do any act or thing which it shall be required to do or perform or forbear from doing or performing by reason of any provision of any law or any regulation or resolution made pursuant thereto or any decision, order or judgment of any court or any lawful request, announcement or similar action of any person or body exercising or purporting to exercise the legitimate authority of any government or of any central or local governmental institution in each case where the above entity has jurisdiction.
- 9.4 Subject to Section 9.5 below, during the term of this Agreement and for a period of one year from the date of actual termination of this Agreement, the Manager and any affiliate of the Manager (other than a Coustas Entity (or any (i) current or future beneficiaries of the Coustas Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) in accordance with Section 3 of the Restrictive Covenant Agreement) shall be prohibited from, directly or indirectly, engaging in (i) the ownership or operation of Containerships larger than 2,500 TEUs, (ii)

the ownership or operation of any Drybulk Carriers and (iii) the acquisition of or investment in any business involved in the ownership or operation of Containerships larger than 2,500 TEUs or Drybulk Carriers.

- 9.5 The restrictions contained in Section 9.4 above shall cease to apply with immediate effect upon the occurrence of a Change of Control Release.

## **10. AVAILABILITY OF OFFICERS**

- 10.1 The Executive Officers will be directly employed by the Owner outside of this Agreement.
- 10.2 The Manager shall make available to the Owner all such other officers, managers or employees that the Owner and the Manager agree shall be made available.
- 10.3 The Executive Officers are entitled to direct the Manager to remove and replace any individual serving as an officer or any senior manager serving as head of a business unit from such position. Furthermore, the Manager agrees that it will not remove any individuals serving as officers or senior managers from their respective positions without the prior written consent of the Executive Officers. If any officer or senior manager who is made available to the Owner by the Manager resigns, is terminated or otherwise vacates his office, the Manager shall, as soon as practicable after acceptance of any resignation or after termination, use reasonable best efforts to identify suitable candidates for replacement of such officer.
- 10.4 The Owner may employ directly any other officers, senior managers or employees as it may deem necessary that will not be subject to this Agreement.
- 10.5 The Manager will report to the Owner and the Board of Directors through the Executive Officers.

## **11. TERMINATION OF THIS AGREEMENT**

- 11.1 This Agreement shall be effective as of the date hereof and, subject to Sections 11.2, 11.3, 11.4 and 11.5, shall continue until December 31, 2027 (the "Initial Term"). Thereafter the term of this Agreement shall be extended on a year-to-year basis for a one-year term (each, a "Subsequent Term") unless either party hereto, at least six months prior to the end of the then current term, shall give written notice to the other that it wishes to terminate this Agreement at the end of the then current term (and subject to Sections 11.2, 11.3 11.4 and 11.5).
- 11.2 The Owner shall be entitled to terminate this Agreement by notice in writing to the Manager if:
- (a) the Manager neglects or fails to perform its principal duties and obligations under this Agreement in any material respect, and such neglect or failure is not remedied within twenty (20) Business Days

after written notice of the same is given to the Manager by the Owner; or

- (b) any money payable by the Manager under or pursuant to this Agreement is not promptly paid or accounted for in full within ten (10) Business Days by the Manager in accordance with the provisions of this Agreement.

11.3 The Owner shall be entitled to terminate this Agreement immediately if:

- (a) the Owner or the Manager ceases to conduct business, or all or substantially all of the properties or assets of either such party is sold, seized or appropriated;
- (b) the Owner or the Manager files a petition under any bankruptcy law, makes an assignment for the benefit of its creditors, seeks relief under any law for the protection of debtors or adopts a plan of liquidation, or if a petition is filed against the Owner or the Manager seeking to have it declared an insolvent or a bankrupt and such petition is not dismissed or stayed within forty (40) Business Days of its filing, or if the Owner or Manager shall admit in writing its insolvency or its inability to pay its debts as they mature, or if an order is made for the appointment of a liquidator, manager, receiver or trustee of the Owner or Manager of all or a substantial part of its assets, or if an encumbrancer takes possession of or a receiver or trustee is appointed over the whole or any part of the Manager's or Owner's undertaking, property or assets or if an order is made or a resolution is passed for the Manager's or Owner's winding up;
- (c) a distress, execution, sequestration or other process is levied or enforced upon or sued out against the Manager's property which is not discharged within twenty (20) Business Days;
- (d) the Manager ceases or threatens to cease wholly or substantially to carry on its business otherwise than for the purpose of a reconstruction or amalgamation without insolvency previously approved by the Owner; or
- (e) either the Manager or the Owner is prevented from performing its obligations hereunder by reasons of Force Majeure for a period of two (2) consecutive months or more.

11.4 In addition to the provisions in Sections 11.2 and 11.3, the Owner shall also be entitled to terminate any applicable Shipmanagement Agreement if:

- (a) the Owner or any Subsidiary ceases to be the owner of a Vessel by reason of a sale thereof or the Owner or any Subsidiary ceases to be registered as the Owner of a Vessel;
- (b) a Vessel becomes an actual or constructive or compromised or arranged total loss or an agreement has been reached with the

underwriters in respect of the Vessel's constructive, compromised or arranged total loss or if such agreement with the underwriters is not reached or it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred;

- (c) a Vessel is requisitioned for title or any other compulsory acquisition of a Vessel occurs, otherwise than by requisition by hire; or
- (d) a Vessel is captured, seized, detained or confiscated by any government or persons acting or purporting to act on behalf of any government and is not released from such capture, seizure, detention or confiscation within twenty (20) Business Days.

11.5 The Manager shall be entitled to terminate this Agreement by notice in writing to the Owner:

- (a) if any moneys payable by the Owner under this Agreement shall not have been duly paid within sixty (60) Business Days of payment having been demanded by the Manager in writing; or
- (b) if the Owner defaults in the performance of any other of its material obligations under this Agreement and fails to remedy such default within sixty (60) Business Days after being given notice in writing by the Manager to remedy the same.

11.6 Upon the effective date of termination pursuant to this Section 11, the Manager shall promptly terminate its service hereunder as may be required in order to minimize any interruption to the business of the members of the Group.

11.7 Upon termination, the Manager shall, as promptly as possible, submit a final accounting of funds received and disbursed under this Agreement and of any remaining Crewing & Technical Management Fee and the Commercial Management Fee due from the Owner, calculated pro rata to the date of termination, and any undisbursed funds of any member of the Group in the Manager's possession or control will be paid by the Manager as directed by such member of the Group promptly upon the Manager's receipt of all sums then due it under this Agreement, if any.

11.8 Upon termination of this Agreement, the Manager shall release to the Owner the originals where possible, or otherwise certified copies, of all such accounts and all documents specifically relating to each Vessel or the provision of Crewing & Technical Services and the Commercial Services for each Vessel.

11.9 The provisions of Section 8 shall survive any termination of this Agreement.

11.10 The Crewing & Technical Management Fee will be fixed throughout the Initial Term. For each Subsequent Term, the Crewing & Technical Management Fee will be set

at a mutually agreed upon rate between the Owner and the Manager no later than 30 days prior to the commencement of the relevant Subsequent Term.

## **12. SALE AND RIGHT OF FIRST REFUSAL**

- 12.1 Unless expressly permitted by the Board of Directors of the Owner pursuant to Sections 12.2 and 12.3 below, during the term of this Agreement, John Coustas and/or any trust established for the Coustas family, under which John Coustas and/or members of his family are beneficiaries will collectively (i) own at least 80% of the outstanding capital stock of the Manager and (ii) hold at least 80% of the voting power of the outstanding capital stock of the Manager, considered for this purpose as a single class; if this provision is breached, the Owner shall have the right to purchase the capital stock of the Manager owned by John Coustas or any trust established for the Coustas family, under which John Coustas and/or members of his family are beneficiaries, at its fair market value.
- 12.2 Throughout the duration of this Agreement and for one (1) year period following the expiry or termination of this Agreement, the Manager is prohibited from transferring, assigning, selling or disposing of a significant portion or all of its assets or property that is necessary for the performance of its services under this Agreement and under any Shipmanagement Agreement to any other party without the prior written consent of the Board of Directors.
- 12.3 In the event that the Board of Directors permits the Manager to transfer, assign, sell or dispose of any assets or property pursuant to Section 12.2 above, the Manager hereby grants to the Owner a right of first refusal on any such proposed transfer, assignment, sale or disposition. The right of first refusal contained in this Section 12.3 is in effect during the term of this Agreement and shall extend for a one (1) year period following the expiry or termination of this Agreement.
- 12.4 The Owner and the Manager shall have a period of 30 days to reach an agreement for the proposed sale, transfer, assignment or disposition of all or part of the Manager's assets pursuant to Section 12.3 above. If no such agreement with respect to a sale is concluded within 30 days, then the Manager may transfer or sell such assets to any other third party provided that the sale is made on terms no less favorable than those last proposed by the Manager to the Owner.
- 12.5 The Owner and the Manager acknowledge that all potential transfers pursuant to this Section 12 are subject to obtaining any and all written consents of governmental authorities and other non-affiliated third parties.

## **13. NOTICES**

- 13.1 All notices, consents and other communications hereunder, or necessary to exercise any rights granted hereunder, shall be in writing, sent either by prepaid registered mail or telefax, and will be validly given if delivered on a Business Day to an individual at the following address or fax number:

**Danaos Corporation**

14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Chief Executive Officer  
Fax: +30 210 419 6489

**Danaos Shipping Company Limited**

14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: General Manager  
Fax: +30 210 422 0855

**14. APPLICABLE LAW AND JURISDICTION**

- 14.1 This Agreement shall be governed by, and construed in accordance with, the laws of England.

**15. ARBITRATION**

- 15.1 All disputes arising out of this Agreement shall be arbitrated in London in the following manner. One arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final and, for the purpose of enforcing any award, this Agreement may be made a rule of the court. The arbitrators shall be commercial persons, conversant with shipping matters. Such arbitration is to be conducted in accordance with the rules of the London Maritime Arbitrators Association terms current at the time when the arbitration proceedings are commenced and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.
- 15.2 In the event that the Owner or the Manager shall state a dispute and designate an arbitrator, in writing, the other party shall have twenty (20) Business Days to designate its own arbitrator. Upon failure to do so, the arbitrator appointed by the other party can render an award hereunder.
- 15.3 Until such time as the arbitrators finally close the hearings, either party shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Agreement for hearing and determination.

- 15.4 The arbitrators may grant any relief, and render an award, which they or a majority of them deem just and equitable and within the scope of this Agreement of the parties, including but not limited to the posting of security. Awards pursuant to this Section 15 may include costs, including a reasonable allowance for attorneys' fees, and judgments may be entered upon any award made herein in any court having jurisdiction.

**16. MISCELLANEOUS**

- 16.1 This Agreement constitutes the sole understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements or understandings, written or oral, with respect thereto. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.
- 16.2 During the term hereof, the Manager will not provide services hereunder through, or otherwise cause any member of the Group to have, an office or fixed place of business in the United States, and shall take reasonable steps not to cause income of any member of the Group to be subject to tax in any taxing jurisdiction, including the United States, the United Kingdom and Greece.
- 16.3 This Agreement may be executed in one or more written counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS whereof the undersigned have executed this Agreement as of the date first above written.

SIGNED by DIMITRIOS  
VASTAROUCAS  
for and on behalf of  
DANAOS CORPORATION

In the presence of:

/s/ Dimitrios Vastarouchas  
Dimitrios Vastarouchas  
Chief Operating Officer

/s/ Pantelis G. Papalymperis  
Pantelis G. Papalymperis  
Lawyer

SIGNED by KONSTANTINOS SFYRIS  
for and on behalf of  
DANAOS SHIPPING COMPANY  
LIMITED

In the presence of:

/s/ Konstantinos Sfyris

Konstantinos Sfyris

Director

/s/ Pantelis G. Papalymperis

Pantelis G. Papalymperis

Lawyer

**SCHEDULE A****SHIPOWNING  
SUBSIDIARIES as of  
July 31, 2026**

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b>                    | <b>Jurisdiction</b> |
|-------------------------------------------------|---------------------------------------|---------------------|
| Actaea Company Limited                          | Savannah                              | Liberia             |
| Asteria Shipping Company Limited                | Dimitra C                             | Marshall Islands    |
| Auckland Marine Inc.                            | Colombo                               | Liberia             |
| Averto Shipping S.A.                            | Suez Canal                            | Liberia             |
| Balticsea Marine Inc.                           | Kingston                              | Liberia             |
| Bayview Shipping Inc.                           | Rio Grande                            | Liberia             |
| Blacksea Marine Inc.                            | Jamaica                               | Liberia             |
| Blackwell Seaways Inc.                          | Niledutch Lion                        | Liberia             |
| Boulevard Shiptrade S.A.                        | Dimitris C                            | Marshall Islands    |
| Boxcarrier (No.1) Corp.                         | CMA CGM Moliere                       | Liberia             |
| Boxcarrier (No.2) Corp.                         | CMA CGM Musset                        | Liberia             |
| Boxcarrier (No.3) Corp.                         | CMA CGM Nerval                        | Liberia             |
| Boxcarrier (No.4) Corp.                         | CMA CGM Rabelais                      | Liberia             |
| Boxcarrier (No.5) Corp.                         | Racine                                | Liberia             |
| Boxline (No.1) Corp.                            | Santorini Express                     | Liberia             |
| Boxline (No.2) Corp.                            | Hull: YZJ2023-1557 TBN Patmos Express | Liberia             |
| Boxsail (No.1) Corp.                            | Interasia Accelerate                  | Liberia             |
| Boxsail (No.2) Corp.                            | Interasia Amplify                     | Liberia             |
| Boxsail (No.3) Corp.                            | Phoebe                                | Liberia             |
| Boxsail (No.4) Corp.                            | Greenhouse                            | Liberia             |
| Boxline (No.3) Corp.                            | Hull: YZJ2024-1612 TBN Tinos Express  | Liberia             |

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b>                  | <b>Jurisdiction</b> |
|-------------------------------------------------|-------------------------------------|---------------------|
| Boxline (No.4) Corp.                            | Hull: YZJ2024-1613 TBN Symi Express | Liberia             |
| Boxline (No.5) Corp.                            | YZJ2024-1625 TBN Sifnos Express     | Liberia             |
| Boxline (No.6) Corp.                            | YZJ2024-1626 TBN Kimolos Express    | Liberia             |
| Boxline (No.7) Corp.                            | YZJ2024-1668 TBN Milos Express      | Liberia             |
| Boxsail (No.5) Corp.                            | C9200-7 TBN Kota Brisbane           | Liberia             |
| Boxsail (No.6) Corp.                            | C9200-8 TBN Kota Buenos Aires       | Liberia             |
| Boxsail (No.7) Corp.                            | C9200-9 TBN Kota Beira              | Liberia             |
| Boxsail (No.8) Corp.                            | C9200-10 TBN Kota Bangkok           | Liberia             |
| Boxsail (No.9) Corp.                            | C9200-11 TBN Kota Busan             | Liberia             |
| Boxsail (No.10) Corp.                           | H2596 TBN Interasia Spirit          | Liberia             |
| Boxsail (No.11) Corp.                           | H2597 TBN Interasia Stability       | Liberia             |
| Bulk No. 1 Corp.                                | Integrity                           | Liberia             |
| Bulk No. 2 Corp.                                | Achievement                         | Liberia             |
| Bulk No. 3 Corp.                                | Ingenuity                           | Liberia             |
| Bulk No. 4 Corp.                                | Genius                              | Liberia             |
| Bulk No. 5 Corp.                                | Peace                               | Liberia             |
| Bulk No. 6 Corp.                                | W Trader                            | Liberia             |
| Bulk No. 7 Corp.                                | E Trader                            | Liberia             |
| Cellcontainer (No.1) Corp.                      | Express Argentina                   | Liberia             |
| Cellcontainer (No.2) Corp.                      | Express Brazil                      | Liberia             |
| Cellcontainer (No.3) Corp.                      | Express France                      | Liberia             |
| Cellcontainer (No.4) Corp.                      | Express Spain                       | Liberia             |
| Cellcontainer (No.5) Corp.                      | Express Black Sea                   | Liberia             |
| Cellcontainer (No.6) Corp.                      | Express Berlin                      | Liberia             |
| Cellcontainer (No.7) Corp.                      | Express Rome                        | Liberia             |

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b> | <b>Jurisdiction</b> |
|-------------------------------------------------|--------------------|---------------------|
| Cellcontainer (No.8) Corp.                      | Express Athens     | Liberia             |
| Channelview Marine Inc.                         | Paolo              | Liberia             |
| Containers Lines Inc.                           | Derby D            | Liberia             |
| Containers Services Inc.                        | Tongala            | Liberia             |
| Continent Marine Inc.                           | Monaco             | Liberia             |
| Expresscarrier (No.1) Corp.                     | YM Mandate         | Liberia             |
| Expresscarrier (No.2) Corp.                     | YM Maturity        | Liberia             |
| Karlita Shipping Company Limited                | Pusan C            | Liberia             |
| Medsea Marine Inc.                              | Dalian             | Liberia             |
| Megacarrier (No.1) Corp.                        | Kota Peony         | Liberia             |
| Megacarrier (No.2) Corp.                        | Kota Primrose      | Liberia             |
| Megacarrier (No.3) Corp.                        | Kota Plumbago      | Liberia             |
| Megacarrier (No.4) Corp.                        | Speed              | Liberia             |
| Megacarrier (No.5) Corp.                        | Ambition           | Liberia             |
| Oceancarrier (No.1) Corp.                       | Kota Manzanillo    | Liberia             |
| Oceancarrier (No.2) Corp.                       | Bremen             | Liberia             |
| Oceancarrier (No.3) Corp.                       | C Hamburg          | Liberia             |
| Oceancarrier (No.4) Corp.                       | Wide Alpha         | Marshall Islands    |
| Oceancarrier (No.5) Corp.                       | Stephanie C        | Marshall Islands    |
| Oceancarrier (No.6) Corp.                       | Euphrates          | Marshall Islands    |
| Oceancarrier (No.7) Corp.                       | Wide Hotel         | Marshall Islands    |
| Oceancarrier (No.8) Corp.                       | Wide India         | Marshall Islands    |
| Oceancarrier (No.9) Corp.                       | Wide Juliet        | Marshall Islands    |
| Oceanew Shipping Limited                        | Europe             | Liberia             |
| Oceanprize Navigation Limited                   | America            | Liberia             |

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b> | <b>Jurisdiction</b> |
|-------------------------------------------------|--------------------|---------------------|
| Ramona Marine Company Limited                   | Le Havre           | Liberia             |
| Rewarding International Shipping Inc.           | Kota Santos        | Liberia             |
| Sarond Shipping Inc.                            | Artotina           | Marshall Islands    |
| Seacarriers Lines Inc.                          | Vancouver          | Liberia             |
| Seacarriers Services Inc.                       | Seattle C          | Liberia             |
| Sinoi Marine Ltd.                               | Kota Lima          | Liberia             |
| Speedcarrier (No.1) Corp.                       | Phoenix D          | Liberia             |
| Speedcarrier (No.2) Corp.                       | Advance            | Liberia             |
| Speedcarrier (No.4) Corp.                       | Sprinter           | Liberia             |
| Speedcarrier (No.5) Corp.                       | Future             | Liberia             |
| Speedcarrier (No.6) Corp.                       | Progress C         | Liberia             |
| Speedcarrier (No.7) Corp.                       | Highway            | Liberia             |
| Speedcarrier (No.8) Corp.                       | Bridge             | Liberia             |
| Springer Shipping Co                            | Belita             | Liberia             |
| Teucarrier (No.1) Corp.                         | CMA CGM Attila     | Liberia             |
| Teucarrier (No. 2) Corp.                        | CMA CGM Tancredi   | Liberia             |
| Teucarrier (No.3) Corp.                         | CMA CGM Bianca     | Liberia             |
| Teucarrier (No. 4) Corp.                        | CMA CGM Samson     | Liberia             |
| Teucarrier (No.5) Corp.                         | CMA CGM Melisande  | Liberia             |
| Teushipper (No.1) Corp.                         | Catherine C        | Liberia             |
| Teushipper (No.2) Corp.                         | Greenland          | Liberia             |
| Teushipper (No.3) Corp.                         | Greenville         | Liberia             |
| Teushipper (No.4) Corp.                         | Greenfield         | Liberia             |
| Vilos Navigation Company Ltd                    | Zebra              | Liberia             |
| Wellington Marine Inc.                          | Singapore          | Liberia             |

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b>               | <b>Jurisdiction</b> |
|-------------------------------------------------|----------------------------------|---------------------|
| Bulk No. 8 Corp.                                | Danaos                           | Liberia             |
| Bulk No. 9 Corp.                                | Gouverneur                       | Liberia             |
| Bulk No. 10 Corp.                               | Valentine                        | Liberia             |
| Boxline (No. 8) Corp.                           | CV5900-09 tbn Saint John Express | Liberia             |
| Boxline (No.9) Corp.                            | C7100-9 TBN Interasia Ascent     | Liberia             |
| Bulk No.11 Corp.                                | John Junior                      | Liberia             |
| Boxline (No.10) Corp.                           | C7100-10 TBN Interasia Adapt     | Liberia             |
| Boxline (No.11) Corp.                           | S1162                            | Liberia             |
| Boxline (No.12) Corp.                           | S1163                            | Liberia             |
| Boxline (No.13) Corp.                           | S1164                            | Liberia             |
| Boxline (No.14) Corp.                           | S1165                            | Liberia             |
| Boxline (No.15) Corp.                           | S1166                            | Liberia             |
| Boxline (No.16) Corp.                           | S1167                            | Liberia             |
| Boxsail (No.12) Corp.                           | H2638                            | Liberia             |
| Boxsail (No.13) Corp.                           | H2639                            | Liberia             |
| Boxsail (No.14) Corp.                           | H2640                            | Liberia             |
| Boxsail (No.15) Corp.                           | H2641                            | Liberia             |
| Bulk No.12 Corp.                                | DJCFD010 TBN Primus              | Liberia             |
| Bulk No.13 Corp.                                | DJCFD011 TBN Maximus             | Liberia             |
| Bulk No.14 Corp.                                | DJCFD016 TBN Magnus              | Liberia             |
| Bulk No. 15 Corp.                               | DJCFD017 TBN Dominus             | Liberia             |

**SCHEDULE B**

**NON-SHIPOWNING SUBSIDIARIES**

as of July 31, 2026

| <b><u>Non-Shipowning Subsidiary</u></b> | <b><u>Shipowning Subsidiaries Owned</u></b>                                                                                                                                                                                                                                                                    | <b><u>Jurisdiction</u></b> |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Bulk Shipholdings Inc.                  | Bulk No. 1 Corp.<br>Bulk No. 2 Corp.<br>Bulk No. 3 Corp.<br>Bulk No. 4 Corp.<br>Bulk No. 5 Corp.<br>Bulk No. 6 Corp.<br>Bulk No. 7 Corp.<br>Bulk No. 8 Corp.<br>Bulk No. 9 Corp.<br>Bulk No. 10 Corp.<br>Bulk No. 11 Corp.<br>Bulk No. 12 Corp.<br>Bulk No. 13 Corp.<br>Bulk No. 14 Corp.<br>Bulk No. 15 Corp. | Marshall Islands           |

**APPENDIX I**  
**FORM OF SHIPMANAGEMENT**  
**AGREEMENT**

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Date of Agreement                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                       |
| 2. Owners (name, place of registered office and law of registry)<br><u>ANNEX A // Subsidiary</u><br>Name<br><u>Liberia / Cyprus / Singapore</u><br>Place of registered office<br><u>Cyprus / Panama / Singapore / Greece / Bahamas</u><br>Law of registry | 3. Managers (name and law of registry)<br><u>DANAOS SHIPPING CO. LTD</u><br>Name<br>Law of registry                                                                                                                                                                                                                   |
| 4. Day and year of commencement of Agreement (Section 11*)                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                       |
| 5. Crew Management (state "yes" or "no" as agreed) (Section 5.1*)<br><b>YES</b>                                                                                                                                                                           | 6. Technical Management (state "yes" or "no" as agreed) (Section 5.2*)<br><b>YES</b>                                                                                                                                                                                                                                  |
| 7. Commercial Management (state "yes" or "no" as agreed) (Section 6.1*)<br><b>NO</b>                                                                                                                                                                      | 8. Insurance Arrangements (state "yes" or "no" as agreed) (Section 6.4*)<br><b>YES</b>                                                                                                                                                                                                                                |
| 9. Accounting Services (state "yes" or "no" as agreed) (Section 6.3*)<br><b>YES</b>                                                                                                                                                                       | 10. Sale or purchase of the Vessel (state "yes" or "no" as agreed) (Section 6.5(b)*)<br><b>NO</b>                                                                                                                                                                                                                     |
| 11. Provisions (state "yes" or "no" as agreed) (Section 5.2*)<br><b>YES</b>                                                                                                                                                                               | 12. Bunkering (state "yes" or "no" as agreed)<br><b>YES (if applicable)</b>                                                                                                                                                                                                                                           |
| 13. Chartering Services Period (only to be filled in if "yes" stated in Box 7) (Section 6.5(a)*)<br><b>NO</b>                                                                                                                                             | 14. Owner's Insurance (Section 6.4*)<br><b>YES</b>                                                                                                                                                                                                                                                                    |
| 15. Crewing & Technical Management Fee, Commercial Management Fee (state annual amount) (Sections 5.3 & 6.5*)<br>Crewing & Technical Management Fee,                                                                                                      | 16. Severance Costs (state maximum amount)<br><b>N/A</b>                                                                                                                                                                                                                                                              |
| 17. Day and year of termination of Agreement (Section 11*)                                                                                                                                                                                                | 18. Law and Arbitration (Sections 14, 15*)<br><b>English Law; Arbitration London</b>                                                                                                                                                                                                                                  |
| 19. Notices (state postal and cable address, telex and telefax number for serving notice and communication to the Owners) (Section 13*)<br><b>Subsidiary. Same as box 20.</b>                                                                             | 20. Notices (state postal and cable address, telex and telefax number for serving notice and communication to the Managers) (Section 13*)<br><b>DANAOS SHIPPING CO. LTD.<br/>14 Akti Kondyli, 185 45 Piraeus, Greece<br/>Tel: 210 4196400 Fax: 210 4220855<br/>Tlx: 212133 DECU GR<br/>E-mail: danship@danship.gr</b> |

\*References are to the Management Agreement, dated as of July 31, 2026 between Danaos Corporation and Danaos Shipping Company Limited, as amended from time to time

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Agreement consists of Part I (the foregoing) and Part II (the Management Agreement, dated as of July 31, 2026 between Danaos Corporation and Danaos Shipping Company Limited, as amended from time to time) as well as Annex "A" (Details of Vessel) and each party agrees to be bound by both Part I and Part II hereto.

|                       |                         |
|-----------------------|-------------------------|
| Signature(s) (Owners) | Signature(s) (Managers) |
|-----------------------|-------------------------|

**ANNEX “A” (DETAILS OF VESSEL OR VESSELS) TO  
SHIP MANAGEMENT AGREEMENT**

---

Date of

Agreement:

Name of

Vessel(s):

Particulars of

Vessel(s):

| <b>DETAILS</b>          | <b>Vessel</b>           |
|-------------------------|-------------------------|
| <b>Owner Type Class</b> |                         |
| <b>Port of Registry</b> |                         |
| <b>Year Built</b>       |                         |
| <b>Builder</b>          | <b>Vessel’s details</b> |
| <b>LOA</b>              |                         |
| <b>Breadth Moulded</b>  |                         |
| <b>GRT</b>              |                         |
| <b>NRT</b>              |                         |
| <b>M/E Maker Type</b>   |                         |

## APPENDIX II

### FORM OF SUPERVISION AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_

#### BETWEEN:

1. **DANAOS CORPORATION (or a subsidiary company to be nominated)** a company incorporated under the laws of the Marshall Islands whose registered office is Trust Company Complex, Ajeltake Island, Ajeltake Road, Majuro, Marshall Islands MH96960 and whose principal place of business is at 14 Akti Kondyli, 185 45 Piraeus, Greece (the “**Owner**”) {if different from the Buyer under the Shipbuilding Contract otherwise Owner to be the same with the Buyer as herein defined}
2. **DANAOS SHIPPING CO. LTD.** a company incorporated under the laws of Cyprus whose registered office is at 3 Christaki Kompou Street, Peter’s House, Limassol 3300 and whose principal place of business is at 14 Akti Kondyli, 185 45 Piraeus, Greece (the “**Construction Supervisor**”).

#### WHEREAS:

By a shipbuilding contract dated \_\_\_\_\_ and made between \_\_\_\_\_ (the “**Builder**”) and \_\_\_\_\_ (the “**Buyer**”) (the “**Shipbuilding Contract**”) the Builder agreed to construct, to the order of the Buyer, and sell to the Buyer, a \_\_\_\_\_ TEU container vessel, known during construction as Hull No. \_\_\_\_\_ and to be named \_\_\_\_\_ (the “**Vessel**”);

IT IS NOW AGREED as follows:

#### 1. DEFINITIONS

- 1.1 Except as otherwise defined herein, all terms defined in the Shipbuilding Contract shall have the same respective meanings when used herein.
- 1.2 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Business Day**” means:

- (i) in relation to a payment which is to be made hereunder or under any other document, a day, other than a Saturday or Sunday or a public holiday, on which major retail banks in London and New York, and (in respect of any payments which are to be made to the Builder) ....., are open for non-automated customer services; and

- (ii) in any other case, a day, other than a Saturday or Sunday or a public holiday, on which major retail banks in London and Athens are open for non-automated customer services.

“**Building Period**” means the period from the execution of this agreement to and including the date of delivery of the Vessel pursuant to the Shipbuilding Contract.

“**Buyer’s Supplies**” means all of the items to be furnished by the Buyer in accordance with

Article ..... of the Shipbuilding Contract.

“**Spares**” means the items to be designated as spares by the parties hereto at the time of the delivery of the Vessel.

## 2. APPOINTMENT

- 2.1 The Owner hereby appoints the Construction Supervisor and the Construction Supervisor hereby agrees to act as the Owner’s supervisor towards the Builder and as the “**Owner’s Representative**” under the Shipbuilding Contract for the duration of the Building Period and to perform the duties and rights which rest with the Owner regarding the construction and delivery of the Vessel in accordance with all of the provisions of the Shipbuilding Contract. The Owner shall be responsible for, inter alia, determining the general policy of supervision of construction of the Vessel and the scope of activities of the Construction Supervisor and, in the performance of its duties under this Agreement, the Construction Supervisor shall at all times act strictly in accordance with any instructions or directions given to it by the Owner regarding such general policy or, in the absence of such instructions or directions, in accordance with the standards of a prudent supervisor providing services of the type to be provided under this Agreement, having due regard to the Owner’s interest. Any instructions so given shall be consistent with the nature and scope of the supervision services required to be performed by the Construction Supervisor under this Agreement and shall not require the Construction Supervisor to do or omit to do anything which may be contrary to any applicable law of any jurisdiction or which is inconsistent or contrary to any of the rights and duties of the Owner under the Shipbuilding Contract.

- 2.2 Specific powers and duties of the Construction Supervisor:

Without prejudice to the generality of the appointment made under Clause 2.1, and (where applicable) by way of addition to the rights, powers and duties so conferred, the Construction Supervisor shall, subject to this Clause 2 and to Clauses 3 and 4, have and be entrusted with the following rights, powers and duties in relation to the Shipbuilding Contract:

- (a) under under Article ....., to review, comment on, agree and approve the lists of plans and the drawings referred to; to attend the testing of the Vessel’s machinery, outfitting and equipment and to request any tests or inspections which the Construction Supervisor may consider appropriate or desirable and to review and comment on the results of all tests and

inspections; to carry out such inspections and give such advice or suggestions to the Builder as the Construction Supervisor may consider appropriate or desirable; and to give notice to the Builder in the event that the Construction Supervisor discovers any construction, material or workmanship which the Construction Supervisor believes does not or will not conform to the requirements of the Shipbuilding Contract and the specifications;

- (b) under Article .... to appoint a representative of the Construction Supervisor for the purposes specified in that Article;
- (c) if any alteration or addition to the Shipbuilding Contract becomes obligatory or desirable, to consult with the Builder and make recommendations to the Owner as to whether or not acceptance should be given to any proposal notified to the Owner by the Builder;
- (d) under Article .... to request and agree to any minor alterations, additions, or modifications to the Vessel or the specification and any substitute materials pursuant to Article ... which the Construction Supervisor may consider appropriate or desirable, provided that if the cost of such variations or substitute materials would have the effect of altering the Contract Price (as defined in the Shipbuilding Contract) by more than five per cent (5%) from the Contract Price on the date hereof or the amount of any of the installments of the Contract Price due under the Shipbuilding Contract, the Construction Supervisor shall notify the same to the Owner in writing; to receive from and transmit to the Builder information relating to the requirements of the classification society and to give instructions and agree with the Builder regarding alterations, additions, or changes in connection with such requirements; and to approve the substitution of materials as requested by the Builder;
- (e) under Article ....., to attend and witness the trials of the Vessel;
- (f) to determine whether the Vessel has been designed, constructed, equipped and completed in accordance with, and complies with, the Shipbuilding Contract and the Specifications and Plans (as defined in the Shipbuilding Contract); under Article ....., Paragraph ....., to give the Builder a notice of acceptance or (as the case may be) rejection of the Vessel, to require or request any further test and inspection of the Vessel, and to give and receive any further or other notice relative to such matters and generally to advise the Owner in respect of all such matters;
- (g) to sign together with the Owner any protocols as to sea trials, consumable stores, delivery and acceptance or otherwise, having first ascertained the appropriateness of so doing;
- (h) to accept on behalf of the Owner the documents specified in Article ....., Paragraph .... to be delivered by the Builder at Delivery and to confirm receipt thereof to the Owner;
- (i) to give and receive on behalf of the Owner any notice contemplated by the Shipbuilding Contract, provided that the Construction Supervisor shall not have authority to give on behalf of the Owner any notice which the Owner may be entitled to give to cancel, repudiate or rescind the Shipbuilding Contract without the prior written consent of the Owner; and
- (j) to purchase all Buyer's Supplies as agent of the Owner and supply and deliver the same together with all necessary specifications, plans, drawings, instruction books, manuals, test reports and certificates to the

Builder under Article ....., and provide to the Owner a list of all such Buyer's Supplies as soon as possible.

- 2.3 The Construction Supervisor shall discharge its responsibilities under this Clause as the Owner's agent.
- 2.4 The costs of supplying and delivering Buyer's Supplies pursuant to Article .... shall be reimbursed by the Owner on Delivery against supporting invoices from the Construction Supervisor which the Construction Supervisor shall supply to the Owner at the same time as the notice to be given pursuant to Clause 3(c)(i)

### **3. CONSTRUCTION SUPERVISOR'S DUTIES REGARDING CONSTRUCTION**

The Construction Supervisor undertakes with the Owner with respect to the Shipbuilding Contract:

- (a) to notify the Owner in writing promptly on becoming aware of any likely change to any of the dates on which any installment under the Shipbuilding Contract is expected to be due;
- (b) to (i) notify the Owner in writing of the expected date on which the launching or, as the case may be, sea trials of the Vessel is or are to take place and (ii) promptly on the same day as the launching or, as the case may be, sea trials of the Vessel takes or take place to confirm that the launching or, as the case may be, sea trials of the Vessel has or have taken place and, where relevant, that the amount specified in such confirmation is due and payable;
- (c) to (i) advise the Owner in writing, four (4) Business Days prior to the date on which the delivery installment under the Shipbuilding Contract is anticipated to become due, of the times and amounts of payments to be made to the Builder under the Shipbuilding Contract and the amount due to the Construction Supervisor for Buyer's Supplies and (ii) promptly confirm the same on the day on which such installment becomes due (and being the date the same is required to be paid to the account referred to in Article ....., Paragraph .... of the Shipbuilding Contract);
- (d) not to accept the Vessel or delivery of the Vessel on the Owner's behalf without the Owner's prior written approval and unless the Construction Supervisor shall have previously certified to the Owner in writing, in the form of the certificate set out in Schedule 1 to this Agreement, that:
  - (i) the Vessel has been duly completed and is ready for delivery to and acceptance by the Owner in or substantially in accordance with the Shipbuilding Contract and the Specifications and Plans;

- (ii) there is, to the best of the Construction Supervisor's knowledge and belief having made due enquiry with the Builder, no lien or encumbrance on the Vessel other than the lien in favor of the Builder in respect of the delivery installment of the Contract Price due in accordance with Article ....;
- (iii) the Vessel is safe and undamaged; and
- (iv) the Vessel is recommended for classification by the ..... (and the Construction Supervisor shall attach to its certificate the provisional certificate of ..... recommending such classification of the Vessel or a duplicate or photocopy of such provisional certificate or otherwise provide evidence of such classification to the Owner);
- (e) on receipt thereof from the Builder promptly to deliver the documents specified in Article ....., Paragraph .... to the Owner or as the Owner may direct; and
- (f) not without the prior written approval of the Owner to request of or agree with the Builder any material alterations, additions or modifications to the Vessel.

#### **4. CONSTRUCTION SUPERVISOR'S GENERAL OBLIGATIONS**

4.1 The Construction Supervisor undertakes to the Owner, with respect to the exercise and performance of its rights, powers and duties as the Owner's representative under this Agreement, as follows:

- (a) it will well and faithfully serve the Owner as Owner's agent and will at all times use its best endeavors to protect and promote all of the interests and the welfare of the Owner in relation to the Vessel including, without limitation, its design, construction, fitting out and purchase;
- (b) it will ensure the due and punctual observance and performance of all conditions, duties and obligations imposed on the Owner by the Shipbuilding Contract (other than to pay the Contract Price) and will not without the prior written consent of the Owner:
  - (i) exercise any rights of the Owner to cancel, repudiate or rescind the Shipbuilding Contract; or
  - (ii) waive, modify or suspend any provision of the Shipbuilding Contract if as a result of such waiver, modification or suspension the Owner will or may suffer any adverse consequences;

- (c) it will use its best endeavors to ensure the observance and performance by the Builder of all conditions, duties and obligations imposed on the Builder by the Shipbuilding Contract;
- (d) it will at its own expense keep all necessary and proper books, accounts, records and correspondence files relating to its duties and activities under this Agreement and shall send quarterly reports to the Owner concerning the progress of the design and construction of the Vessel and keep the Owner promptly informed of any deviations from the building program; and
- (e) it will ensure that any employee(s) of the Construction Supervisor appointed by the Construction Supervisor as representative(s) of the Construction Supervisor for the purpose of Article .... shall have appropriate technical qualifications and experience in relation to the construction of ships of the same type as the Vessel and shall be familiar with good international shipbuilding practices.

## **5. INSURANCE**

The Construction Supervisor undertakes to keep its representatives at the Builder's premises or on board the Vessel fully insured against all loss, damages or injuries incurred or suffered by any of them and agrees that the Owner shall not in any respect be liable or responsible for any loss or damage caused by any such persons to the Builder or the Builder's equipment and the Construction Supervisor undertakes to keep its representatives, the Builder and the Owner fully and effectively indemnified against any liability, loss or claim for any such damage or injuries even to the extent that the same are not fully recovered under the terms of any policy or proceeds of insurance or were not caused by the gross negligence of the Builder or its employees, agents or sub-contractors.

## **6. FEES**

In consideration of the performance of the duties assigned to the Construction Supervisor in this Agreement the Owner shall pay to the Construction Supervisor the sum of USD\$850,000 for its total supervision costs in connection with the supervision of the construction of the Vessel, and any expenses incurred under the Shipbuilding Contract against presentation of supporting invoices from the Construction Supervisor which the Construction Supervisor shall supply to the Owner at the same time as the notice to be given pursuant to Clause 3(c) (i). The construction invoices from the Construction Supervisor which the Construction Supervisor shall supply to the supervision fee shall include all costs which are incurred by the Construction Supervisor in connection with the ordinary exercise and performance by the Construction Supervisor of the rights, powers and duties entrusted to it pursuant to this Agreement.

## **7. COMMENCEMENT - TERMINATION**

This Agreement shall come into effect on ..... and shall continue until delivery of the Vessel to the Owner by the Builder.

This Agreement may, however, be terminated with immediate effect by the Owner in the event that the Construction Supervisor is in material default of its obligations hereunder and/or in the event that the Shipbuilding Contract is cancelled or terminated. The Construction Supervisor shall in the event of immediate termination not be entitled to receive any payment in respect of the fees and other amounts described in Clause 6.

## **8. LIABILITIES**

Neither the Owner nor the Construction Supervisor shall be under any liability for any failure to perform any of their obligations hereunder by reason of any cause whatsoever beyond their control.

Without prejudice to the foregoing, the Construction Supervisor shall be under no liability whatsoever for any loss, damage, delay or expense of whatever nature, whether direct or indirect (including but not limited to loss of profit arising out of or in connection with detention of or delay of the Vessel) and however arising in the course of performance of its duties under this Agreement, unless the same is proved to have resulted solely from the negligence or willful misconduct of the Construction Supervisor.

## **9. EMPLOYEES**

- 9.1 None of the employees and/or sub-contractors of the Construction Supervisor shall constitute, for the purposes of this Agreement, sub-agents of the Owner. The Construction Supervisor in its capacity as employer and contractor (and not in its capacity as agent for the Owner), shall (a) be responsible for the salaries, expenses and costs in respect of each of its employees and sub-contractors (not in its capacity as agent for the Owner) and (b) indemnify its employees and sub-contractors for any liabilities and losses incurred by such employees and sub-contractors. For the avoidance of doubt, the Owner shall not be liable for any liabilities, losses, costs or expenses incurred by the Construction Supervisor in its capacity as employer and contractor.

## **10. GOVERNING LAW - JURISDICTION**

- 10.1 This Agreement shall be governed by and be construed in accordance with English law.
- 10.2 The Construction Supervisor agrees, for the benefit of the Owner, that any legal action or proceedings arising out of or in connection with this Agreement shall be brought in the English courts and hereby irrevocably and unconditionally submits to the jurisdiction of such courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 10.3 The Construction Supervisor agrees that the process by which any proceedings are begun under this Agreement may be served on it by being delivered in

connection with any proceedings in England, to ..... If this appointment ceases to be effective, the Construction Supervisor shall immediately appoint a further person in England to accept service of process on its behalf in England. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.

## **11. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

## **12. NOTICES**

12.1 Every notice or other communication under this Agreement shall:

- (a) be in writing delivered personally or by first-class prepaid letter (airmail if available) or facsimile transmission or other means of telecommunication (other than telex) in permanent written form;
- (b) be deemed to have been received, in the case of a letter, when delivered personally or three (3) days after it has been put into the post and, in the case of a facsimile transmission or other means of telecommunication (other than telex) in permanent written form, at the time of dispatch (provided that if the date of dispatch is a Saturday or Sunday or a public holiday in the country of the addressee or if the time of dispatch is after the close of business in the country of the addressee it shall be deemed to have been received at the opening of business on the next day which is not a Saturday or Sunday or public holiday); and
- (c) be sent:
  - (i) To the Construction Supervisor at: Danaos Shipping Co. Ltd  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Facsimile No.: +30 210 42 20 855  
Attention: Legal Department
  - (ii) To the Owner at:  
Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Facsimile No.: +30 210 42 20 855  
Attention: Legal Department

or to such other address and/or numbers for a party as is notified by such party to the other party under this Agreement.

12.2 Each communication and document made or delivered by one party to another pursuant to this Agreement shall be in the English language.

**13. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IN WITNESS of which this Agreement has been duly executed the day and year first before written.

For the Owner

For the Construction Supervisor

## SCHEDULE 1

### FORM OF CONSTRUCTION CERTIFICATE

[On the headed notepaper of the Construction Supervisor]

[Vessel Owner] (the “**Owner**”) [Address]

Facsimile: [ ] Attention: [ ]

Date:

Dear Sirs,

[Name of Builder] (the “**Builder**”), [Name of Vessel] (the “**Vessel**”)

We refer to the construction supervision agreement dated [ ] between the Owner and us (the “**Supervision Agreement**”).

Words and expression defined in the Supervision Agreement (whether expressly or by incorporation by reference to another document) shall have the same meaning where used in this certificate.

We hereby certify, pursuant to Clause 3(d) of the Supervision Agreement, as follows:

- (i) the Vessel has been duly completed and is ready for delivery to and acceptance by the Owner in or substantially in accordance with the Shipbuilding Contract and the Specifications and Plans;
- (ii) there is, to the best of our knowledge and belief having made due enquiry with the Builder, no lien or encumbrance on the Vessel other than the lien in favor of the Builder in respect of the deliver installment of the Contract Price due in accordance with Article [ ];
- (iii) the Vessel is safe and undamaged; and
- (iv) the vessel is recommended for classification by [Name of the classification society] (the “**Classification Society**”).

With respect to paragraph (iv) above, please find attached to this certificate the provisional certificate of the Classification Society recommending such classification of the Vessel / a duplicate or photocopy of the provisional certificate of the Classification Society recommending such classification of the Vessel / the following evidence of the Classification Society’s recommendation of such classification of the Vessel [ ].

Yours faithfully

for and on behalf of

**DANAOS SHIPPING COMPANY LIMITED**

**APPENDIX III**

**Restrictive Covenant Agreement**

DANAOS CORPORATION,

DR. JOHN COUSTAS

- and -

DANAOS INVESTMENT LIMITED AS THE  
TRUSTEE FOR THE 883 TRUST

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AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT

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THIS AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT is made on July 31, 2026,

**BY AND BETWEEN:**

1. **DANAOS CORPORATION**, a Marshall Islands corporation (“**DC**”);
2. **DR. JOHN COUSTAS**, in his individual capacity (“**Dr. Coustas**”); and
3. **DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST** (the “**Coustas Family Trust**” and, together with Dr. John Coustas, the “**Coustas Entities**”).

**WHEREAS:**

- (A) Pursuant to an Amended and Restated Management Agreement by and between DC and Danaos Shipping Company Limited, a Cypriot corporation (the “**Manager**”), made September 18, 2006 (the “**2006 Management Agreement**”), the Manager agreed to provide certain management services to DC on an exclusive basis, restrict certain competitive activities and grant a right of first refusal to DC to purchase its assets and properties upon the occurrence of certain events, all as described therein.
- (B) In connection with the 2006 Management Agreement, pursuant to a Restrictive Covenant Agreement by and between DC and the Coustas Entities, made September 18, 2006, the Coustas Entities provided certain non-competition covenants, all as described therein, which was amended and restated on August 10, 2018 and on April 1, 2021 (the latter, the “**2021 Restrictive Covenant Agreement**”).
- (C) Pursuant to a further Amended and Restated Management Agreement by and between DC and the Manager, dated on or around the date hereof, and as amended from time to time (the “**Management Agreement**”), and a Brokerage Services Agreement by and between DC and Danaos Chartering Services Inc. (the “**Brokerage Company**”), dated on August 1, 2025, and as amended and restated and renamed to Commercial Agency Agreement on or around the date hereof and as amended from time to time (the “**Commercial Agency Agreement**”), the Manager and the Commercial Agent has each agreed to provide certain management services to DC on an exclusive basis, restrict certain competitive activities and grant a right of first refusal to DC to purchase its assets and properties upon the occurrence of certain events, all as described therein.

- (D) DC and the Coustas Entities desire to amend and restate the terms of the 2021 Restrictive Covenant Agreement and to adopt this Agreement to supersede and replace the 2021 Restrictive Covenant Agreement.
- (E) Each of the Coustas Entities directly or indirectly owns capital stock of the Manager and the Commercial Agent.
- (F) Dr. Coustas has entered into an executive employment agreement with DC (the “**Employment Agreement**”), pursuant to the terms of which Dr. Coustas has agreed to serve as Chief Executive Officer and President of DC.
- (G) DC wishes to continue to (i) limit the activities of Dr. Coustas, and the other Coustas Entities, on the terms and conditions set out in this Agreement to prohibit certain activities that may compete with the business of DC, (ii) ensure that the Coustas Entities collectively maintain ownership of at least 80% of the capital stock of the Manager and of the Commercial Agent and (iii) ensure that the Coustas Entities will not allow the Manager to violate certain of its obligations under the Management Agreement nor the Commercial Agent to violate certain of its obligations under the Commercial Agency Services Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a) “**Board of Directors**” means the board of directors of DC as the same may be constituted from time to time.

- (b) **“Change of Control Release Event”** shall mean the occurrence of any of the following:
- (i) Dr John Coustas ceases to be both the Chief Executive Officer of DC and a director of DC unless this is due to his death or disability and, in such case, a replacement person is appointed by DC’s board of directors; or
  - (ii) any group of (a) the existing members of the board of directors of DC as at the date of this Agreement and (b) any directors appointed following nomination by the existing board of directors, does not comprise a majority of the board of directors of DC; or
  - (iii) any one or more persons (who are not members of the Coustas Family) acting in concert controls DC.

For the purposes of this definition, **acting in concert** means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in DC by any of them, either directly or indirectly, to obtain or consolidate control of DC.

- (c) **“Change of Control Release”** shall bear the meaning given to such term in Section 7.1 below.
- (d) **“Containership”** means any ocean-going vessel that is intended to be used primarily to transport containers or is being used to primarily transport containers.
- (e) **“Danaos Group”** means, at any time, DC and its subsidiaries at such time and “member of the Group” shall be construed accordingly.

- (f) **“Drybulk Carrier”** means any ocean-going vessel that is intended to be used primarily to transport non-liquid cargoes of commodities shipped in an unpackaged state.
- (g) **“Independent Directors”** means those members of the Board of Directors that qualify as independent directors within the meaning of Rule 10A-3 promulgated under the U.S. Securities Exchange Act of 1934 and the listing criteria of the New York Stock Exchange.

- 1.2 The headings of this Agreement are for ease of reference and do not limit or otherwise affect the meaning hereof.
- 1.3 All the terms of this Agreement, whether or not so expressed, shall be binding upon the parties hereto and their respective successors and assigns.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and vice versa.

## **2. ACKNOWLEDGEMENT AND REPRESENTATION**

- 2.1 Each of the Coustas Entities acknowledges he or it has received and reviewed the Management Agreement and the Commercial Agency Services Agreement.
- 2.2 Each of the Coustas Entities hereby represents and warrants that as of the date of this Agreement, collectively the Coustas Entities (a) own at least 80% of the capital stock of the Manager and (b) hold at least 80% of the voting power of the outstanding capital stock of the Manager considered for this purpose as a single class.
- 2.3 Each of the Coustas Entities hereby represents and warrants that as of the date of this Agreement, collectively the Coustas Entities (a) own at least 80% of the capital stock of the Commercial Agent and (b) hold at least 80% of the voting

power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class.

### 3. NON-COMPETITION

Subject to Section 7 below:

- 3.1 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent term thereunder, and for a period of one (1) year from the date of actual termination of each such agreement, the Coustas Entities shall not, subject to Section 3.2 hereof, directly or indirectly, engage in (a) the ownership or operation of Containerships of larger than 2,500 TEUs, (b) the ownership or operation of any Drybulk Carriers or (c) the acquisition of or investment in any business involved in the ownership or operation of Containerships of larger than 2,500 TEUs or Drybulk Carriers; and
- 3.2 notwithstanding the foregoing, if a majority of the Independent Directors declines to pursue any opportunity for the benefit of DC or any of its subsidiaries (a) to acquire or invest in any business involved in the ownership or operation of Containerships of larger than 2,500 TEUs or Drybulk Carriers or (b) to acquire a Containership of larger than 2,500 TEUs or a Drybulk Carrier, then any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) shall be permitted, directly or indirectly, to acquire any such Containership or Drybulk Carrier or acquire or invest in any such business; provided that, such acquisition or investment is completed (x) no later than the four-month anniversary of the date on which the Independent Directors declined to pursue such acquisition or investment and (y) on terms no more favorable to the acquiring or investing, as the case may be, party than those offered to DC and declined by the Independent Directors.

For the avoidance of doubt, nothing in this Agreement shall be construed to restrict the ability of any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) to acquire or invest in any vessel other than Containerships of larger than 2,500 TEUs or Drybulk Carriers.

#### **4. MANAGEMENT SERVICES**

Subject to Section 7 below:

- 4.1 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent terms thereunder, Dr. Coustas shall not personally provide, or establish, advise or assist any entity providing, crewing, technical, administrative or general vessel management services substantially similar to those the Manager provides under the Management Agreement or substantially similar to the commercial, chartering or commercial agency services the Commercial Agent provides under the Commercial Agency Agreement, to any owner and operator of Containerships of larger than 2,500 TEUs or Drybulk Carriers, other than members of the Danaos Group and Palmosa Shipping Corporation and its subsidiaries without receiving the prior written approval of a majority of the Independent Directors;
- 4.2 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent term thereunder, none of the Coustas Entities shall, directly or indirectly, own any interest in any entity which provides crewing, technical, administrative or general vessel management services substantially similar to those the Manager provides under the Management Agreement or substantially similar to the commercial, chartering or commercial agency services the Commercial Agent provides under the Commercial Agency Agreement, to any owner and operator of Containerships of larger than 2,500 TEUs or Drybulk Carriers, other than members of the

Danaos Group and Palmosa Shipping Corporation and its subsidiaries, without receiving the prior written approval of a majority of the Independent Directors; and

- 4.3 the restrictions set forth in Sections 4.1 and 4.2 hereof shall not apply with respect to Containerships larger than 2,500 TEUs, Drybulk Carriers or entities which any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) acquires or invests in pursuant to Section 3.2 hereof.

**5. CONTROL OF MANAGER AND COMMERCIAL AGENT**

- 5.1 Unless expressly permitted by a majority of the Independent Directors, during the term of (1) the Management Agreement, the Coustas Entities will at all times, directly or indirectly, collectively (a) own at least 80% of the outstanding capital stock of the Manager and (b) hold at least 80% of the voting power of the outstanding capital stock of the Manager, considered for this purpose as a single class and (2) the Commercial Agency Services Agreement, the Coustas Entities will at all times, directly or indirectly, collectively (a) own at least 80% of the outstanding capital stock of the Commercial Agent and (b) hold at least 80% of the voting power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class.
- 5.2 Each of the Coustas Entities hereby agrees to offer and, if such offer is accepted by DC, to sell the capital stock of the Manager and the Commercial Agent, as applicable, owned by it to DC at the then fair market value of such capital stock if the provision set forth in Section 5.1 hereof is breached.
- 5.3 For the avoidance of doubt, DC acknowledges that (a) the restriction set forth in Section 5.1 hereof shall not be construed so as to limit transfers of capital stock

of the Manager or the Commercial Agent to (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities and (b) any such transfers shall not trigger DC's purchase right pursuant to Section 5.2 hereof; provided that any such transferee agrees to be bound by the restrictions set forth herein (including, without limitation, in Sections 3 and 4 hereof) pursuant to an agreement acceptable in form and substance to a majority of the Independent Directors.

**6. COVENANT COMPLIANCE OF MANAGER AND COMMERCIAL AGENT**

- 6.1 The Coustas Entities shall not allow the Manager to violate the covenants contained in Section 4.14, Section 9.4 and Sections 12.1 through 12.5 of the Management Agreement, and will cause the Manager to observe the right of first refusal requirement set forth in Section 12.3 of the Management Agreement.
- 6.2 The Coustas Entities shall not allow the Commercial Agent to violate the covenants contained in Section 4.9, Section 7.4 and Sections 9.1 through 9.5 of the Commercial Agency Services Agreement, and will cause the Commercial Agent to observe the right of first refusal requirement set forth in Section 9.3 of the Commercial Agency Services Agreement.

**7. CHANGE OF CONTROL RELEASE**

- 7.1 Section 3 and Section 4 hereof shall terminate and cease to apply if a Change of Control Release Event occurs as a result of matters not within the control of the Coustas Entities (a "**Change of Control Release**").

**8. NOTICES**

- 8.1 All notices, consents and other communications hereunder, or necessary to exercise any rights granted hereunder, shall be in writing, sent either by prepaid registered mail or telefax, and will be validly given if delivered on a business day to a party at its respective address set forth below:

Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Chief Financial Officer  
Fax: +30 210 419 6489

Dr. John Coustas  
c/o Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Dr. John Coustas

Danaos Investment Limited as the Trustee for the 883 Trust  
c/o Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus

Greece  
Attention: Dr. John Coustas  
Fax: +30 210 422 0855

**9. APPLICABLE LAW AND JURISDICTION**

- 9.1 This Agreement shall be governed by, and construed in accordance with, the laws of England.

## **10. ARBITRATION**

- 10.1 All disputes arising out of this Agreement shall be arbitrated in London in the following manner. One arbitrator is to be appointed by DC, a second by the Coustas Entities and a third by the two so chosen. Their decision or that of any two of the arbitrators shall be final and, for the purpose of enforcing any award, this Agreement may be made a rule of the court. The arbitrators shall be commercial persons, conversant with shipping matters. Such arbitration is to be conducted in accordance with the rules of the London Maritime Arbitrators Association terms current at the time when the arbitration proceedings are commenced and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.
- 10.2 In the event that DC or the Coustas Entities shall state a dispute and designate an arbitrator, in writing, the other party shall have twenty (20) business days to designate its own arbitrator. Upon failure to do so, the arbitrator appointed by the other party can conduct the arbitration and render an award hereunder.
- 10.3 Until such time as the arbitrators finally close the hearings, either of DC or the Coustas Entities shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Agreement for hearing and determination.
- 10.4 The arbitrators may grant any relief, and render an award, which they or a majority of them deem just and equitable and within the scope of the Agreement of the parties, including but not limited to the posting of security. Awards pursuant to this Section 10 may include costs, including a reasonable allowance for attorneys' fees, and judgments may be entered upon any award made herein in any court having jurisdiction.

## **11. MISCELLANEOUS**

- 11.1 This Agreement constitutes the sole understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect thereto, with the exception of the Management Agreement and the Commercial Agency Services Agreement. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.
- 11.2 It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is adjudicated to be invalid or unenforceable, such provision will be deemed amended to delete therefrom the portion thus adjudicated as invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudications is made.

This Agreement may be executed in one or more written counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**IN WITNESS** whereof the undersigned have executed this Agreement as of the date first above written.

SIGNED by EVANGELOS CHATZIS for and on behalf of  
DANAOS CORPORATION

---

Name: Evangelos Chatzis  
Title: Chief Financial Officer

SIGNED BY  
DR. JOHN COUSTAS

---

Dr. John Coustas

SIGNED by EVANGELOS CHATZIS for and on behalf of  
DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST

---

Name: Evangelos Chatzis  
Title: Director

SIGNED BY DIMITRIS CHARKOPLIAS for and on behalf of  
DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST

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Name: Dimitris Charkoplias  
Title: Director

DANAOS CORPORATION

- and -

DANAOS CHARTERING SERVICES INC.

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AMENDED AND RESTATED COMMERCIAL AGENCY AGREEMENT

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**THIS AMENDED AND RESTATED- COMMERCIAL AGENCY AGREEMENT** is made on July 31, 2026,

**BY AND BETWEEN:**

1. **DANAOS CORPORATION**, a company organized and existing under the laws of the Republic of the Marshall Islands (the “**Owner**”); and
2. **DANAOS CHARTERING SERVICES INC.**, a company organized and existing under the laws of the Republic of Marshall Islands (the “**Commercial Agent**”), and shall be effective from July 31, 2026.

**WHEREAS:**

- (A) The Owner has a number of wholly owned subsidiaries identified on Schedule A hereto, as such Schedule A may be amended from time to time (the “**Shipowning Subsidiaries**”), each of which is the registered or the disponent owner of either a containership or a drybulk carrier (the “**Vessels**”) and certain other direct and indirect subsidiaries identified on Schedule B hereto, as such Schedule B may be amended from time to time (together with the Shipowning Subsidiaries, the “**Subsidiaries**”).
- (B) The Commercial Agent has the benefit of expertise in the containerized and drybulk cargo vessel industries and in the provision of commercial agency services, including chartering and sale and purchase, to containerships and drybulk carriers.
- (C) The Owner and the Commercial Agent entered into a Brokerage Services Agreement, made February 3, 2025 and effective January 1, 2025 (the “February 2025 Brokerage Services Agreement”).
- (D) The Owner and the Commercial Agent entered into an Amended and Restated Brokerage Services Agreement, made August 1, 2025 and effective August 1, 2025 (the “August 2025 Brokerage Services Agreement”).
- (E) The Owner and the Commercial Agent desire to rename and to amend and restate the terms and conditions of the August 2025 Brokerage Services Agreement and to adopt this Commercial Agency Agreement to supersede and replace the August 2025 Brokerage Services Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

**1. INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:

“**Board of Directors**” means the board of directors of the Owner as the same may be constituted from time to time.

“**Business Days**” means a day (excluding Saturdays and Sundays) on which banks are open for business in Athens, Greece; London, United Kingdom; Cyprus; and New York, New York - United States.

“**Change of Control Release**” shall bear the meaning given to it in the Restrictive Covenant Agreement.

“**Containership**” means any ocean-going vessel that is intended to be used primarily to transport containers or is being used to primarily transport containers.

“**Drybulk Carrier**” means any ocean-going vessel that is intended to be used primarily to transport non-liquid cargoes of commodities shipped in an unpackaged state.

“**Executive Officers**” means the Chief Executive Officer and the President, the Chief Operating Officer, the Chief Financial Officer and the Chief Commercial Officer of the Owner and/or such other officers that may be agreed by the parties thereto after the date of this Agreement from time to time.

“**Group**” means, at any time, the Owner and the Subsidiaries at such time taking into account the Schedule A and Schedule B in effect at such time and “member of the Group” shall be construed accordingly.

“**ISM Code**” means the International Management Code for the Safe Operation of Ships and for Pollution Prevention as adopted by the International Maritime Organization (IMO) by resolution A.741(18) or any subsequent amendment thereto.

“**Newbuilding**” means a new ship under construction or just completed.

“**STCW 95**” means the International Convention on Standards of Training, Certification and

Watchkeeping for Seafarers, 1978, as amended in 1995 or any subsequent amendment thereto.

- 1.2 The headings of this Agreement are for ease of reference and do not limit or otherwise affect the meaning hereof.
- 1.3 All the terms of this Agreement, whether so expressed or not, shall be binding upon the parties hereto and their respective successors and assigns.
- 1.4 In the event of any conflict between this Agreement and any other agreement between the Owner and the Commercial Agent, the provisions of this Agreement shall prevail.
- 1.5 Unless otherwise specified, all references to money refer to the legal currency of the United States of America.

1.6 Unless the context otherwise requires, words in the singular include the plural and vice versa.

## **2. APPOINTMENT**

- 2.1 The Commercial Agent is hereby appointed by the Owner as agent providing commercial agency services to the Group and hereby accepts such appointment on the terms and conditions of this Agreement.
- 2.2 With effect from the date hereof and continuing unless and until terminated as provided herein, the Owner hereby appoints the Commercial Agent and the Commercial Agent hereby agrees to agent provide commercial agency services to each Vessel.
- 2.3 The Commercial Agent undertakes to use its best endeavors to provide the commercial agency services specified in Section 5 of this Agreement, on behalf of the Owner in accordance with sound shipping practice.
- 2.4 The Commercial Agent may, with the consent of the Owner, appoint any person or entity (a “Commercial Sub-Agent”) at any time throughout the duration of this Agreement to discharge any of the Commercial Agent’s duties.
- 2.5 The Commercial Agent covenants with the Owner to ensure that each entity appointed to perform the Commercial Agent’s duties shall at all times properly exercise and perform the powers, rights and duties so conferred on it. The Commercial Agent’s power to delegate performance of any provision of this Agreement hereunder is without prejudice to the Commercial Agent’s liability to the Owner to perform such Agreement with the intention that the Commercial Agent shall remain responsible to the Owner for the due and timely performance of all duties and responsibilities of the Commercial Agent hereunder.

## **3. THE OWNER’S GENERAL OBLIGATIONS**

- 3.1 The Owner shall notify the Commercial Agent as soon as possible of any change in the Group as a result of the purchase of any Vessel or Newbuilding, the sale of any Vessel, the purchase or sale of any direct or indirect subsidiary, the creation or divestiture of any subsidiary, or any other structural change and shall promptly amend Schedule A and Schedule B hereto, as applicable, to be reflective of any such change. Such amended Schedule A or Schedule B shall be effective on any such day as mutually agreed by the Owner and the Commercial Agent, which date shall be no later than five calendar days after delivery of such amended Schedule A or Schedule B to the Commercial Agent by the Owner.

#### 4. THE COMMERCIAL AGENT'S GENERAL OBLIGATIONS

- 4.1 In the exercise of its duties hereunder, the Commercial Agent shall act fully in accordance with the reasonable policies, guidelines and instructions from time to time communicated to it by the Group and serve the Group faithfully and diligently in the performance of this Agreement, exercising all due care, loyalty, skill and diligence to carry out its duties under this Agreement according to sound technical and commercial shipping industry standards.
- 4.2 In the performance of this Agreement, the Commercial Agent shall protect the interests of the Group in all matters directly or indirectly relating to the Vessels.
- 4.3 The Commercial Agent shall ensure that all material property of the Group is clearly identified as such, held separately from the property of the Commercial Agent and, where applicable, in safe custody.
- 4.4 The Commercial Agent shall ensure that adequate manpower is employed by it to perform its obligations under this Agreement.
- 4.5 Notwithstanding anything to the contrary contained in this Agreement or the Shipmanagement Agreements, the Commercial Agent agrees that any and all decisions of a material nature relating to the Owner, any Subsidiary or any Vessel shall be reserved to the Owner, such decisions including, but not being limited to the entry into and/or termination or amendment of any contractual relationships, including any charterparty or memorandum of agreement for the sale or purchase of a vessel.
- 4.6 During the term hereof, the Commercial Agent shall do all in its power to promote the business of the Group in accordance with the directions of the authorized representative of the respective member of the Group and shall at all times use its best efforts in all respects to conform to and comply with the lawful directions, regulations and recommendations made by such authorized representative, and in the absence of any specific directions, regulations and recommendations as aforesaid and subject to the terms and conditions of this Agreement, shall provide general commercial agency services to the Group.
- 4.7 The Commercial Agent, in the performance of its responsibilities under this Agreement, shall be entitled to have regard to its overall responsibilities in relation to the management of its clients, which, until the occurrence of a Change of Control Release, shall be restricted to the Group, and in particular, without prejudice to the generality of the foregoing, the Commercial Agent shall be entitled to allocate available resources and services in such manner as in the prevailing circumstances the Commercial Agent considers to be fair and reasonable, subject always to the discretion of any Executive Officer or other authorized representative of the Owner.
- 4.8 The Commercial Agent, in the performance of its responsibilities under this Agreement, shall ensure that any purchases of products or services from any

affiliates, any Commercial Sub-Agent or any other related entity shall be on terms no less favorable to the Commercial Agent than the market prices for products or services that the Commercial Agent could obtain on an arm's-length basis from unrelated third parties.

- 4.9 During the term hereof, the Commercial Agent agrees that, subject to Section 4.10 below and other than as provided in this Section 4.9, it will provide the services in this Agreement to the Group on an exclusive basis and it will not provide any Commercial Agency services or other services contemplated herein to any entity without receiving the prior written approval of the Owner, other than:

- (a) the Owner and each Subsidiary;
- (b) any entity or vessel directly or indirectly owned or controlled, in whole or in part, or operated by John Coustas, Danaos Investment Limited as the Trustee for the 883 Trust (the "Coustas Trust"), Protector Holdings Inc. or Seasonal Maritime Corporation (collectively, the "Coustas Entities") (or any (i) current or future beneficiaries of the Coustas Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities); provided, that, any such direct or indirect interest in any (x) Drybulk Carrier or Containership of larger than 2,500 TEU or (y) entity owning a Drybulk Carrier or a Containership of larger than 2,500 TEU, shall have been acquired in accordance with Section 3 of the Restrictive Covenant Agreement by and between the Owner and each of the Coustas Entities and attached hereto as Appendix I (the "Restrictive Covenant Agreement"); and
- (c) Palmosa Shipping Corporation and its subsidiaries.

- 4.10 For the avoidance of doubt, nothing in this Section 4.10 shall be construed to restrict the Commercial Agent from providing any Commercial Agency services or other services contemplated herein to any entity or vessel directly or indirectly owned or controlled, in whole or in part, or operated by any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities), other than Containerships of larger than 2,500 TEUs or Drybulk Carriers or any entity or business involved in shipping sectors other than Containerships of larger than 2,500 TEUs or Drybulk Carriers (which can be provided services in accordance with the terms of this Section 4.10).

- 4.11 The Commercial Agent's obligations contained in Section 4.9 above shall cease to apply with immediate effect upon the occurrence of a Change of Control Release.

## **5. COMMERCIAL AGENCY SERVICES**

(Certain Commercial and other Commercial Agency Services, collectively referred to herein as the “**Commercial Agency Services**”)

#### 5.1 CERTAIN COMMERCIAL AGENCY SERVICES

The Commercial Agent shall provide certain commercial agency services to the Group, which include, but are not limited to, the following functions:

- (a) performing class records review and physical inspections and, at the request of the Owner, making recommendations to the Owner with respect to any additional vessel being considered for purchase by the Owner;
- (b) at the request and under the direction of the Owner, certain administrative services in connection with the purchase or sale of a Vessel by the Owner or any member of the Group;
- (c) at the request of the Owner, certain services in connection with the Owner or any Subsidiary taking physical delivery of a Vessel; and
- (d) at the request of the Owner, performing any other functions necessary to assist the Owner with any Vessel sale or purchase or Newbuilding.

#### 5.2 OTHER COMMERCIAL AGENCY SERVICES

The Commercial Agent shall provide other commercial agency services to the Group, including the following:

- (a) Arrange for the employment of the Vessels, conclude charterparties and oversee any matter relating to the employment of the vessels including but not limited to :
  - (i) preparing, issuing or causing to be issued to shippers the customary freight contracts, cargo receipts, bills of lading, shippers’ customary bills or other documents required under the terms of the Vessels’ employment;
  - (ii) invoicing on behalf of the Owner all freights and other sums due to the Owner and accounts receivables arising from the operation of the Vessels, making any and all claims for moneys due to the Owner and issuing releases upon receipt of payment or settlement of such claims; and
  - (iii) preparing off-hire statements and/or hire statements including obtaining port documents and expense supports necessary for such calculation.
- (b) Arranging for the sale and purchase of the Vessels and oversee any matter relating to the sale and purchase of the Vessels.

- (c) Arranging for the construction, conversion or repairs of the Vessels and oversee any matter relating to the construction, conversion or repairs of the Vessels.
- (d) Settlement of the Vessels' average claims and oversee any matter relating to the settlement of such average claims.
- (e) Maintaining and keeping true and correct accounts, receiving or making payments in respect of the foregoing activities and maintaining bank accounts in banks located within or outside Greece.

### 5.3 FEES AND EXPENSES FOR COMMERCIAL AGENCY SERVICES

In consideration of the Commercial Agent providing the above Commercial Agency Services to the Group, the Owner shall pay the Commercial Agent the following fees:

- (a) a variable management fee equal to 1.25% calculated on the collected operating revenues of the Vessels during the term of this Agreement, payable to the Commercial Agent monthly in arrears; and
- (b) a fee equal to 1.00% calculated on the price set forth in the memorandum of agreement of any Vessel bought or sold for or on behalf of the Owner or any Subsidiary, including any Newbuildings, payable upon final delivery to the Owner or Subsidiary, as applicable, occurring after the effective date of this Agreement;

the fees in clauses (a) and (b) of this Section 5.3 being collectively referred to herein as the “**Commercial Agency Fee**”;

- (c) the Commercial Agency Fees do not include any out of pocket expenses (e.g. travelling, accommodation or other expenses of similar nature) of the Commercial Agent's employees in relation to the provision of the Commercial Agency Services. Such costs will be paid and expensed by the Owner over and above the Commercial Agency Fee;
- (d) in addition to providing the Commercial Agency Services in exchange for the Commercial Agency Fee, the Commercial Agent shall, at no cost to any member of the Group, provide its office accommodation, office staff (including secretarial, accounting and administrative assistance), facilities and stationery, and shall pay for all printing, postage, domestic telephone and all other usual office expenses incurred by it as the Commercial Agent in or about the provision of the Commercial Services; and
- (e) the Commercial Agent hereby acknowledges that it will provide the Commercial Services to the Group in this Section 5 at its own cost in exchange for the Commercial Agency Fee it receives pursuant to this

Section 5.3, and shall pay for all of its own expenses and costs incurred by it as the Commercial Agent in providing such Commercial Services other than as set forth in Section 5.3(c) above.

## 6. LIABILITY AND INDEMNITY

- 6.1 Subject to Section 8.3(e), neither any member of the Group nor the Commercial Agent shall be under any liability for any failure to perform any of their obligations hereunder by reason of Force Majeure. “**Force Majeure**” shall mean any cause whatsoever of any nature or kind beyond the reasonable control of any member of the Group or the Commercial Agent, including, without limitation, acts of God, acts of civil or military authorities, acts of war or public enemy, acts of any court, regulatory agency or administrative body having jurisdiction, insurrections, riots, strikes or other labor disturbances, embargoes or other causes of a similar nature.
- 6.2 Subject to Section 6.1, the Commercial Agent shall be under no liability whatsoever to any member of the Group for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, and howsoever arising in the course of the performance of this Agreement, unless and to the extent that the same is proved to have resulted from (i) the gross negligence or wilful default of the Commercial Agent, its employees, agents or any Sub-Commercial Agent or (ii) any breach of this Agreement by the Commercial Agent or any Sub-Commercial Agent.
- 6.3 Except to the extent that the Commercial Agent would be liable under Section 6.2, the Owner hereby undertakes to keep the Commercial Agent and its employees, agents and the Sub-Commercial Agent indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever and howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, losses, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Commercial Agent, its employees, agents or the Sub-Commercial Agent may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.
- 6.4 The Commercial Agent will indemnify and save harmless the Owner and each other Subsidiary in the Group, and their respective current and former directors, officers, employees, subcontractors and current and future affiliates, from and against any and all costs, losses, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Owner, any other company in the Group or any of their employees or agents may suffer as a result of (i) any losses incurred or suffered related to any liabilities or obligations that the Commercial Agent or any Commercial Sub-Agent has agreed to pay or for which the Commercial Agent is otherwise responsible under this Agreement, (ii) the gross negligence or any willful default by the Commercial Agent, its employees, agents or any Sub-Commercial Agent or (iii) any breach of this Agreement by the Commercial Agent or any Commercial Sub-Agent.

- 6.5 It is hereby expressly agreed that no employee or agent of the Commercial Agent (including any sub-contractor from time to time employed by the Commercial Agent) shall in any circumstances whatsoever be under any liability whatsoever to any member of the Group for any loss, damage or delay whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Section 6, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Commercial Agent or to which the Commercial Agent is entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Commercial Agent acting as aforesaid and for the purpose of all the foregoing provisions of this Section 6 the Commercial Agent is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement. Nothing in this Section 6.5 shall be construed so as to limit any liability the Commercial Agent may have to the Group under Section 6.2 hereof.

**7. RIGHTS OF THE COMMERCIAL AGENT, RESTRICTIONS ON THE COMMERCIAL AGENT'S AUTHORITY, AND NON-COMPETE PROVISIONS**

- 7.1 Except as may be expressly provided in this Agreement, the Commercial Agent shall be an independent contractor and not the agent of the Owner or any other member of the Group and shall have no right or authority to incur any obligation on behalf of any member of the Group or to bind any member of the Group in any way whatsoever. Nothing in this Agreement shall be deemed to make the Commercial Agent or any of its subsidiaries or employees an employee, joint venturer or partner of any member of the Group.
- 7.2 The Owner acknowledges that the Commercial Agent shall have no responsibility hereunder, direct or indirect, with regard to the formulation of the business plans, policies, management or strategies (financial, tax, legal or otherwise) of any member of the Group, which is solely the responsibility of each respective member of the Group. Each member of the Group shall set its corporate policies independently through its respective board of directors and executive officers and nothing contained herein shall be construed to relieve such directors or officers of each respective member of the Group from the performance of their duties or to limit the exercise of their powers.
- 7.3 Notwithstanding the other provisions of this Agreement:

- (a) the Commercial Agent may act with respect to a member of the Group upon any advice, resolutions, requests, instructions, recommendations, direction or information obtained from such member of the Group or any banker, accountant, broker, lawyer or other person acting as agent of or adviser to such member of the Group and the Commercial Agent shall incur no liability to such member of the Group for anything done or omitted or suffered in good faith in reliance upon such advice, instruction, resolution, recommendation, direction or information made or given by such member of the Group or its agents, in the absence of gross negligence or willful misconduct

by the Commercial Agent or its servants, and shall not be responsible for any misconduct, mistake, oversight, error or judgment, neglect, default, omission, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or adviser or other person as aforesaid;

- (b) the Commercial Agent shall not be under any obligation to carry out any request, resolution, instruction, direction or recommendation of any member of the Group or its agents if the performance thereof is or would be illegal or unlawful; and
- (c) the Commercial Agent shall incur no liability to any member of the Group for doing or failing to do any act or thing which it shall be required to do or perform or forebear from doing or performing by reason of any provision of any law or any regulation or resolution made pursuant thereto or any decision, order or judgment of any court or any lawful request, announcement or similar action of any person or body exercising or purporting to exercise the legitimate authority of any government or of any central or local governmental institution in each case where the above entity has jurisdiction.

7.4 Subject to Section 7.5 below, during the term of this Agreement and for a period of one year from the date of actual termination of this Agreement, the Commercial Agent and any affiliate of the Commercial Agent (other than a Coustas Entity (or any (i) current or future beneficiaries of the Coustas Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) in accordance with Section 3 of the Restrictive Covenant Agreement) shall be prohibited from, directly or indirectly, engaging in (i) the ownership or operation of Containerships larger than 2,500 TEUs, (ii) the ownership or operation of any Drybulk Carriers and (iii) the acquisition of or investment in any business involved in the ownership or operation of Containerships larger than 2,500 TEUs or Drybulk Carriers.

7.5 The restrictions contained in Section 7.4 above shall cease to apply with immediate effect upon the occurrence of a Change of Control Release.

## **8. TERMINATION OF THIS AGREEMENT**

- 8.1 This Agreement shall be effective as of the date hereof and, subject to Sections 8.2, 8.3, 8.4 and 8.5, shall continue until December 31, 2027 (the "Initial Term"). Thereafter the term of this Agreement shall be extended on a year-to-year basis for a one-year term (each, a "Subsequent Term") unless either party hereto, at least six months prior to the end of the then current term, shall give written notice to the other that it wishes to terminate this Agreement at the end of the then current term (and subject to Sections 8.2, 8.3 8.4 and 8.5).
- 8.2 The Owner shall be entitled to terminate this Agreement by notice in writing to the Commercial Agent if:
- (a) the Commercial Agent neglects or fails to perform its principal duties and obligations under this Agreement in any material respect, and such neglect or failure is not remedied within twenty (20) Business Days after written notice of the same is given to the Commercial Agent by the Owner; or
  - (b) any money payable by the Commercial Agent under or pursuant to this Agreement is not promptly paid or accounted for in full within ten (10) Business Days by the Commercial Agent in accordance with the provisions of this Agreement.
- 8.3 The Owner shall be entitled to terminate this Agreement immediately if:
- (a) the Owner or the Commercial Agent ceases to conduct business, or all or substantially all of the properties or assets of either such party is sold, seized or appropriated;
  - (b) the Owner or the Commercial Agent files a petition under any bankruptcy law, makes an assignment for the benefit of its creditors, seeks relief under any law for the protection of debtors or adopts a plan of liquidation, or if a petition is filed against the Owner or the Commercial Agent seeking to have it declared an insolvent or a bankrupt and such petition is not dismissed or stayed within forty (40) Business Days of its filing, or if the Owner or Commercial Agent shall admit in writing its insolvency or its inability to pay its debts as they mature, or if an order is made for the appointment of a liquidator, Commercial Agent, receiver or trustee of the Owner or Commercial Agent of all or a substantial part of its assets, or if an encumbrancer takes possession of or a receiver or trustee is appointed over the whole or any part of the Commercial Agent's or Owner's undertaking, property or assets or if an order is made or a resolution is passed for the Commercial Agent's or Owner's winding up;
  - (c) a distress, execution, sequestration or other process is levied or enforced upon or sued out against the Commercial Agent's property which is not discharged within twenty (20) Business Days;
  - (d) the Commercial Agent ceases or threatens to cease wholly or substantially to carry on its business otherwise than for the purpose of

a reconstruction or amalgamation without insolvency previously approved by the Owner; or

- (e) either the Commercial Agent or the Owner is prevented from performing its obligations hereunder by reasons of Force Majeure for a period of two (2) consecutive months or more.

8.4 In addition to the provisions in Sections 8.2 and 8.3, the Owner shall also be entitled to terminate any applicable Shipmanagement Agreement if:

- (a) the Owner or any Subsidiary ceases to be the owner of a Vessel by reason of a sale thereof or the Owner or any Subsidiary ceases to be registered as the Owner of a Vessel;
- (b) a Vessel becomes an actual or constructive or compromised or arranged total loss or an agreement has been reached with the underwriters in respect of the Vessel's constructive, compromised or arranged total loss or if such agreement with the underwriters is not reached or it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred;
- (c) a Vessel is requisitioned for title or any other compulsory acquisition of a Vessel occurs, otherwise than by requisition by hire; or
- (d) a Vessel is captured, seized, detained or confiscated by any government or persons acting or purporting to act on behalf of any government and is not released from such capture, seizure, detention or confiscation within twenty (20) Business Days.

8.5 The Commercial Agent shall be entitled to terminate this Agreement by notice in writing to the Owner:

- (a) if any moneys payable by the Owner under this Agreement shall not have been duly paid within sixty (60) Business Days of payment having been demanded by the Commercial Agent in writing; or
- (b) if the Owner defaults in the performance of any other of its material obligations under this Agreement and fails to remedy such default within sixty (60) Business Days after being given notice in writing by the Commercial Agent to remedy the same.

8.6 Upon the effective date of termination pursuant to this Section 8, the Commercial Agent shall promptly terminate its service hereunder as may be required in order to minimize any interruption to the business of the members of the Group.

8.7 Upon termination, the Commercial Agent shall, as promptly as possible, submit a final accounting of funds received and disbursed under this Agreement, if any, and the Commercial Agency Fee due from the Owner,

calculated pro rata to the date of termination, and any undisbursed funds of any member of the Group in the Commercial Agent's possession or control will be paid by the Commercial Agent as directed by such member of the Group promptly upon the Commercial Agent's receipt of all sums then due it under this Agreement, if any.

- 8.8 Upon termination of this Agreement, the Commercial Agent shall release to the Owner the originals where possible, or otherwise certified copies, of all such accounts and all documents specifically relating to each Vessel or the provision of Commercial Agency Services for each Vessel.
- 8.9 The provisions of Section 8 shall survive any termination of this Agreement.
- 8.10 The Commercial Agency Fee will be fixed throughout the Initial Term. For each Subsequent Term, the Commercial Agency Fee will be set at a mutually agreed upon rate between the Owner and the Commercial Agent no later than 30 days prior to the commencement of the relevant Subsequent Term.

## **9. SALE AND RIGHT OF FIRST REFUSAL**

- 9.1 Unless expressly permitted by the Board of Directors of the Owner pursuant to Sections 9.2 and 9.3 below, during the term of this Agreement, John Coustas and/or any trust established for the Coustas family, under which John Coustas and/or members of his family are beneficiaries will collectively (i) own at least 80% of the outstanding capital stock of the Commercial Agent and (ii) hold at least 80% of the voting power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class; if this provision is breached, the Owner shall have the right to purchase the capital stock of the Commercial Agent owned by John Coustas or any trust established for the Coustas family, under which John Coustas and/or members of his family are beneficiaries, at its fair market value.
- 9.2 Throughout the duration of this Agreement and for one (1) year period following the expiry or termination of this Agreement, the Commercial Agent is prohibited from transferring, assigning, selling or disposing of a significant portion or all of its assets or property that is necessary for the performance of its services under this Agreement to any other party without the prior written consent of the Board of Directors.
- 9.3 In the event that the Board of Directors permits the Commercial Agent to transfer, assign, sell or dispose of any assets or property pursuant to Section 9.2 above, the Commercial Agent hereby grants to the Owner a right of first refusal on any such proposed transfer, assignment, sale or disposition. The right of first refusal contained in this Section 9.3 is in effect during the term of this Agreement and shall extend for a one (1) year period following the expiry or termination of this Agreement.
- 9.4 The Owner and the Commercial Agent shall have a period of 30 days to reach an agreement for the proposed sale, transfer, assignment or

disposition of all or part of the Commercial Agent's assets pursuant to Section 9.3 above. If no such agreement with respect to a sale is concluded within 30 days, then the Commercial Agent may transfer or sell such assets to any other third party provided that the sale is made on terms no less favorable than those last proposed by the Commercial Agent to the Owner.

- 9.5 The Owner and the Commercial Agent acknowledge that all potential transfers pursuant to this Section 9 are subject to obtaining any and all written consents of governmental authorities and other non-affiliated third parties.

## **10. NOTICES**

- 10.1 All notices, consents and other communications hereunder, or necessary to exercise any rights granted hereunder, shall be in writing, sent either by prepaid registered mail or telefax, and will be validly given if delivered on a Business Day to an individual at the following address or fax number:

**Danaos Corporation**  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Chief Executive Officer  
Fax: +30 210 419 6489

**Danaos Chartering Services Inc.**  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: General Manager  
Fax: +30 210 422 0855

## **11. APPLICABLE LAW**

- 11.1 This Agreement shall be governed by, and construed in accordance with, the laws of England.

## **12. ARBITRATION**

- 12.1 All disputes arising out of this Agreement shall be arbitrated in London in the following manner. One arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final and, for the purpose of enforcing any award, this Agreement may be made a rule of the court. The arbitrators shall be commercial persons, conversant with shipping matters. Such arbitration is to be conducted in accordance with the rules of the London Maritime Arbitrators Association terms current at the time when the arbitration

proceedings are commenced and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

- 12.2 In the event that the Owner or the Commercial Agent shall state a dispute and designate an arbitrator, in writing, the other party shall have twenty (20) Business Days to designate its own arbitrator. Upon failure to do so, the arbitrator appointed by the other party can render an award hereunder.
- 12.3 Until such time as the arbitrators finally close the hearings, either party shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Agreement for hearing and determination.
- 12.4 The arbitrators may grant any relief, and render an award, which they or a majority of them deem just and equitable and within the scope of this Agreement of the parties, including but not limited to the posting of security. Awards pursuant to this Section 15 may include costs, including a reasonable allowance for attorneys' fees, and judgments may be entered upon any award made herein in any court having jurisdiction.

### **13 MISCELLANEOUS**

- 13.1 This Agreement constitutes the sole understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements or understandings, written or oral, with respect thereto. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.
- 13.2 During the term hereof, the Commercial Agent will not provide services hereunder through, or otherwise cause any member of the Group to have, an office or fixed place of business in the United States, and shall take reasonable steps not to cause income of any member of the Group to be subject to tax in any taxing jurisdiction, including the United States, the United Kingdom and Greece.
- 13.3 The Executive Officers are entitled to direct the Commercial Agent to remove and replace any individual serving as an officer or any senior manager serving as head of a business unit from such position. Furthermore, the Commercial Agent agrees that it will not remove any individuals serving as officers or senior managers from their respective positions without the prior written consent of the Executive Officers. If any officer or senior manager who is made available to the Owner by the Commercial Agent resigns, is terminated or otherwise vacates his office, the Commercial Agent shall, as soon as practicable after acceptance of any resignation or after termination, use reasonable best efforts to identify suitable candidates for replacement of such officer. The Commercial Agent will report to the Owner and the Board of Directors through the Executive Officers.

13.4 This Agreement may be executed in one or more written counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS whereof the undersigned have executed this Agreement as of the date first above written.

SIGNED by DIMITRIOS  
VASTAROUCAS  
for and on behalf of  
DANAOS CORPORATION

In the presence of:

/s/ Dimitrios Vastarouchas  
Dimitrios Vastarouchas  
Chief Operating Officer

/s/ Pantelis G. Papalymperis  
Pantelis Papalymperis  
Lawyer

SIGNED by KONSTANTINOS SFYRIS  
for and on behalf of  
DANAOS CHARTERING SERVICES INC.

In the presence of:

/s/ Konstantinos Sfyris  
Konstantinos Sfyris  
Director

/s/ Pantelis G. Papalymperis  
Pantelis Papalymperis  
Lawyer

**SCHEDULE A****SHIPOWNING  
SUBSIDIARIES**  
as of July 31, 2026

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b> | <b>Jurisdiction</b> |
|-------------------------------------------------|--------------------|---------------------|
| Actaea Company Limited                          | Savannah           | Liberia             |
| Asteria Shipping Company Limited                | Dimitra C          | Marshall Islands    |
| Auckland Marine Inc.                            | Colombo            | Liberia             |
| Averta Shipping S.A.                            | Suez Canal         | Liberia             |
| Balticsea Marine Inc.                           | Kingston           | Liberia             |
| Bayview Shipping Inc.                           | Rio Grande         | Liberia             |
| Blacksea Marine Inc.                            | Jamaica            | Liberia             |
| Blackwell Seaways Inc.                          | Niledutch Lion     | Liberia             |
| Boulevard Shiptrade S.A.                        | Dimitris C         | Marshall Islands    |
| Boxcarrier (No.1) Corp.                         | CMA CGM Moliere    | Liberia             |
| Boxcarrier (No.2) Corp.                         | CMA CGM Musset     | Liberia             |
| Boxcarrier (No.3) Corp.                         | CMA CGM Nerval     | Liberia             |

| Registered or Disponent Owner Subsidiary | Vessel Name                              | Jurisdiction |
|------------------------------------------|------------------------------------------|--------------|
| Boxcarrier (No.4) Corp.                  | CMA CGM Rabelais                         | Liberia      |
| Boxcarrier (No.5) Corp.                  | Racine                                   | Liberia      |
| Boxline (No.1) Corp.                     | Santorini Express                        | Liberia      |
| Boxline (No.2) Corp.                     | Hull: YZJ2023-1557 TBN<br>Patmos Express | Liberia      |
| Boxsail (No.1) Corp.                     | Interasia Accelerate                     | Liberia      |
| Boxsail (No.2) Corp.                     | Interasia Amplify                        | Liberia      |
| Boxsail (No.3) Corp.                     | Phoebe                                   | Liberia      |
| Boxsail (No.4) Corp.                     | Greenhouse                               | Liberia      |
| Boxline (No.3) Corp.                     | Hull: YZJ2024-1612 TBN<br>Tinos Express  | Liberia      |
| Boxline (No.4) Corp.                     | Hull: YZJ2024-1613 TBN<br>Symi Express   | Liberia      |
| Boxline (No.5) Corp.                     | YZJ2024-1625 TBN Sifnos<br>Express       | Liberia      |
| Boxline (No.6) Corp.                     | YZJ2024-1626 TBN Kimolos<br>Express      | Liberia      |
| Boxline (No.7) Corp.                     | YZJ2024-1668 TBN Milos<br>Express        | Liberia      |
| Boxsail (No.5) Corp.                     | C9200-7 TBN Kota Brisbane                | Liberia      |
| Boxsail (No.6) Corp.                     | C9200-8 TBN Kota Buenos<br>Aires         | Liberia      |
| Boxsail (No.7) Corp.                     | C9200-9 TBN Kota Beira                   | Liberia      |
| Boxsail (No.8) Corp.                     | C9200-10 TBN Kota<br>Bangkok             | Liberia      |
| Boxsail (No.9) Corp.                     | C9200-11 TBN Kota Busan                  | Liberia      |
| Boxsail (No.10) Corp.                    | H2596 TBN Interasia Spirit               | Liberia      |
| Boxsail (No.11) Corp.                    | H2597 TBN Interasia<br>Stability         | Liberia      |
| Bulk No. 1 Corp.                         | Integrity                                | Liberia      |
| Bulk No. 2 Corp.                         | Achievement                              | Liberia      |
| Bulk No. 3 Corp.                         | Ingenuity                                | Liberia      |
| Bulk No. 4 Corp.                         | Genius                                   | Liberia      |
| Bulk No. 5 Corp.                         | Peace                                    | Liberia      |

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| Registered or Disponent Owner Subsidiary | Vessel Name       | Jurisdiction |
|------------------------------------------|-------------------|--------------|
| Bulk No. 6 Corp.                         | W Trader          | Liberia      |
| Bulk No. 7 Corp.                         | E Trader          | Liberia      |
| Cellcontainer (No.1) Corp.               | Express Argentina | Liberia      |
| Cellcontainer (No.2) Corp.               | Express Brazil    | Liberia      |
| Cellcontainer (No.3) Corp.               | Express France    | Liberia      |
| Cellcontainer (No.4) Corp.               | Express Spain     | Liberia      |
| Cellcontainer (No.5) Corp.               | Express Black Sea | Liberia      |
| Cellcontainer (No.6) Corp.               | Express Berlin    | Liberia      |
| Cellcontainer (No.7) Corp.               | Express Rome      | Liberia      |
| Cellcontainer (No.8) Corp.               | Express Athens    | Liberia      |
| Channelview Marine Inc.                  | Paolo             | Liberia      |
| Containers Lines Inc.                    | Derby D           | Liberia      |
| Containers Services Inc.                 | Tongala           | Liberia      |
| Continent Marine Inc.                    | Monaco            | Liberia      |
| Expresscarrier (No.1) Corp.              | YM Mandate        | Liberia      |
| Expresscarrier (No.2) Corp.              | YM Maturity       | Liberia      |
| Karlita Shipping Company Limited         | Pusan C           | Liberia      |
| Medsea Marine Inc.                       | Dalian            | Liberia      |
| Megacarrier (No.1) Corp.                 | Kota Peony        | Liberia      |
| Megacarrier (No.2) Corp.                 | Kota Primrose     | Liberia      |
| Megacarrier (No.3) Corp.                 | Kota Plumbago     | Liberia      |
| Megacarrier (No.4) Corp.                 | Speed             | Liberia      |
| Megacarrier (No.5) Corp.                 | Ambition          | Liberia      |
| Oceancarrier (No.1) Corp.                | Kota Manzanillo   | Liberia      |
| Oceancarrier (No.2) Corp.                | Bremen            | Liberia      |

| <b>Registered or Disponent Owner Subsidiary</b> | <b>Vessel Name</b> | <b>Jurisdiction</b> |
|-------------------------------------------------|--------------------|---------------------|
| Oceancarrier (No.3) Corp.                       | C Hamburg          | Liberia             |
| Oceancarrier (No.4) Corp.                       | Wide Alpha         | Marshall Islands    |
| Oceancarrier (No.5) Corp.                       | Stephanie C        | Marshall Islands    |
| Oceancarrier (No.6) Corp.                       | Euphrates          | Marshall Islands    |
| Oceancarrier (No.7) Corp.                       | Wide Hotel         | Marshall Islands    |
| Oceancarrier (No.8) Corp.                       | Wide India         | Marshall Islands    |
| Oceancarrier (No.9) Corp.                       | Wide Juliet        | Marshall Islands    |
| Oceanew Shipping Limited                        | Europe             | Liberia             |
| Oceanprize Navigation Limited                   | America            | Liberia             |
| Ramona Marine Company Limited                   | Le Havre           | Liberia             |
| Rewarding International Shipping Inc.           | Kota Santos        | Liberia             |
| Sarond Shipping Inc.                            | Artotina           | Marshall Islands    |
| Seacarriers Lines Inc.                          | Vancouver          | Liberia             |
| Seacarriers Services Inc.                       | Seattle C          | Liberia             |
| Sinoi Marine Ltd.                               | Kota Lima          | Liberia             |
| Speedcarrier (No.1) Corp.                       | Phoenix D          | Liberia             |
| Speedcarrier (No.2) Corp.                       | Advance            | Liberia             |
| Speedcarrier (No.4) Corp.                       | Sprinter           | Liberia             |
| Speedcarrier (No.5) Corp.                       | Future             | Liberia             |
| Speedcarrier (No.6) Corp.                       | Progress C         | Liberia             |
| Speedcarrier (No.7) Corp.                       | Highway            | Liberia             |
| Speedcarrier (No.8) Corp.                       | Bridge             | Liberia             |
| Springer Shipping Co                            | Belita             | Liberia             |
| Teucarrier (No.1) Corp.                         | CMA CGM Attila     | Liberia             |
| Teucarrier (No. 2) Corp.                        | CMA CGM Tancredi   | Liberia             |

| Registered or Disponent Owner Subsidiary | Vessel Name                         | Jurisdiction |
|------------------------------------------|-------------------------------------|--------------|
| Teucarrier (No.3) Corp.                  | CMA CGM Bianca                      | Liberia      |
| Teucarrier (No. 4) Corp.                 | CMA CGM Samson                      | Liberia      |
| Teucarrier (No.5) Corp.                  | CMA CGM Melisande                   | Liberia      |
| Teushipper (No.1) Corp.                  | Catherine C                         | Liberia      |
| Teushipper (No.2) Corp.                  | Greenland                           | Liberia      |
| Teushipper (No.3) Corp.                  | Greenville                          | Liberia      |
| Teushipper (No.4) Corp.                  | Greenfield                          | Liberia      |
| Vilos Navigation Company Ltd             | Zebra                               | Liberia      |
| Wellington Marine Inc.                   | Singapore                           | Liberia      |
| Bulk No. 8 Corp.                         | Danaos                              | Liberia      |
| Bulk No. 9 Corp.                         | Gouverneur                          | Liberia      |
| Bulk No. 10 Corp.                        | Valentine                           | Liberia      |
| Boxline (No. 8) Corp.                    | CV5900-09 TBN Saint John<br>Express | Liberia      |
| Boxline (No. 9) Corp.                    | C7100-9 TBN Interasia<br>Ascent     | Liberia      |
| Bulk No.11 Corp.                         | John Junior                         | Liberia      |
| Boxline (No.10) Corp.                    | C7100-10 TBN Interasia<br>Adapt     | Liberia      |
| Boxline (No.11) Corp.                    | S1162                               | Liberia      |
| Boxline (No.12) Corp.                    | S1163                               | Liberia      |
| Boxline (No.13) Corp.                    | S1164                               | Liberia      |
| Boxline (No.14) Corp.                    | S1165                               | Liberia      |
| Boxline (No.15) Corp.                    | S1166                               | Liberia      |
| Boxline (No.16) Corp.                    | S1167                               | Liberia      |
| Boxsail (No.12) Corp.                    | H2638                               | Liberia      |
| Boxsail (No.13) Corp.                    | H2639                               | Liberia      |
| Boxsail (No.14) Corp.                    | H2640                               | Liberia      |

| Registered or Disponent Owner Subsidiary | Vessel Name          | Jurisdiction |
|------------------------------------------|----------------------|--------------|
| Boxsail (No.15) Corp.                    | H2641                | Liberia      |
| Bulk No.12 Corp.                         | DJCFD010 TBN Primus  | Liberia      |
| Bulk No.13 Corp.                         | DJCFD011 TBN Maximus | Liberia      |
| Bulk No.14 Corp.                         | DJCFD016 TBN Magnus  | Liberia      |
| Bulk No.15 Corp.                         | DJCFD017 TBN Dominus | Liberia      |

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**SCHEDULE B**  
**NON-SHIPOWNING SUBSIDIARIES**  
as of July 31 2026

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| <b>Non-Shipowning Subsidiary</b> | <b>Shipowning Subsidiaries Owned</b>                                                                                                                                                                                                                                                                      | <b>Jurisdiction</b> |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Bulk Shipholdings Inc.           | Bulk No. 1 Corp.<br>Bulk No. 2 Corp.<br>Bulk No. 3 Corp.<br>Bulk No. 4 Corp.<br>Bulk No. 5 Corp.<br>Bulk No. 6 Corp.<br>Bulk No. 7 Corp.<br>Bulk No. 8 Corp.<br>Bulk No. 9 Corp.<br>Bulk No. 10 Corp.<br>Bulk No.11 Corp.<br>Bulk No.12 Corp.<br>Bulk No.13 Corp.<br>Bulk No.14 Corp.<br>Bulk No.15 Corp. | Marshall Islands    |

**APPENDIX I**

**Restrictive Covenant Agreement**

DANAOS CORPORATION,

DR. JOHN COUSTAS

- and -

DANAOS INVESTMENT LIMITED AS THE  
TRUSTEE FOR THE 883 TRUST

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AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT

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THIS AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT is made on July 31, 2026,

**BY AND BETWEEN:**

1. **DANAOS CORPORATION**, a Marshall Islands corporation (“**DC**”);
2. **DR. JOHN COUSTAS**, in his individual capacity (“**Dr. Coustas**”); and
3. **DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST** (the “**Coustas Family Trust**” and, together with Dr. John Coustas, the “**Coustas Entities**”).

**WHEREAS:**

- (A) Pursuant to an Amended and Restated Management Agreement by and between DC and Danaos Shipping Company Limited, a Cypriot corporation (the “**Manager**”), made September 18, 2006 (the “**2006 Management Agreement**”), the Manager agreed to provide certain management services to DC on an exclusive basis, restrict certain competitive activities and grant a right of first refusal to DC to purchase its assets and properties upon the occurrence of certain events, all as described therein.

- (B) In connection with the 2006 Management Agreement, pursuant to a Restrictive Covenant Agreement by and between DC and the Coustas Entities, made September 18, 2006, the Coustas Entities provided certain non-competition covenants, all as described therein, which was amended and restated on August 10, 2018 and on April 1, 2021 (the latter, the “**2021 Restrictive Covenant Agreement**”).
- (C) Pursuant to a further Amended and Restated Management Agreement by and between DC and the Manager, dated on or around the date hereof, and as amended from time to time (the “**Management Agreement**”), and a Brokerage Services Agreement by and between DC and Danaos Chartering Services Inc. (the “**Brokerage Company**”), dated on August 1, 2025, and as amended and restated and renamed to Commercial Agency Agreement on or around the date hereof, and as amended from time to time (the “**Commercial Agency Agreement**”), the Manager and the Commercial Agent has each agreed to provide certain management services to DC on an exclusive basis, restrict certain competitive activities and grant a right of first refusal to DC to purchase its assets and properties upon the occurrence of certain events, all as described therein.
- (D) DC and the Coustas Entities desire to amend and restate the terms of the 2021 Restrictive Covenant Agreement and to adopt this Agreement to supersede and replace the 2021 Restrictive Covenant Agreement.
- (E) Each of the Coustas Entities directly or indirectly owns capital stock of the Manager and the Commercial Agent.
- (F) Dr. Coustas has entered into an executive employment agreement with DC (the “**Employment Agreement**”), pursuant to the terms of which Dr. Coustas has agreed to serve as Chief Executive Officer and President of DC.
- (G) DC wishes to continue to (i) limit the activities of Dr. Coustas, and the other Coustas Entities, on the terms and conditions set out in this Agreement to prohibit certain activities that may compete with the business of DC, (ii) ensure that the Coustas Entities collectively maintain ownership of at least 80% of the capital stock of the

Manager and of the Commercial Agent and (iii) ensure that the Coustas Entities will not allow the Manager to violate certain of its obligations under the Management Agreement nor the Commercial Agent to violate certain of its obligations under the Commercial Agency Services Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a) **“Board of Directors”** means the board of directors of DC as the same may be constituted from time to time.
- (b) **“Change of Control Release Event”** shall mean the occurrence of any of the following:
  - (i) Dr John Coustas ceases to be both the Chief Executive Officer of DC and a director of DC unless this is due to his death or disability and, in such case, a replacement person is appointed by DC’s board of directors; or
  - (ii) any group of (a) the existing members of the board of directors of DC as at the date of this Agreement and (b) any directors appointed following nomination by the existing board of directors, does not comprise a majority of the board of directors of DC; or
  - (iii) any one or more persons (who are not members of the Coustas Family) acting in concert controls DC.

For the purposes of this definition, **acting in concert** means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in DC by any of them, either directly or indirectly, to obtain or consolidate control of DC.

- (c) **“Change of Control Release”** shall bear the meaning given to such term in Section 7.1 below.
- (d) **“Containership”** means any ocean-going vessel that is intended to be used primarily to transport containers or is being used to primarily transport containers.
- (e) **“Danaos Group”** means, at any time, DC and its subsidiaries at such time and “member of the Group” shall be construed accordingly.
- (f) **“Drybulk Carrier”** means any ocean-going vessel that is intended to be used primarily to transport non-liquid cargoes of commodities shipped in an unpackaged state.
- (g) **“Independent Directors”** means those members of the Board of Directors that qualify as independent directors within the meaning of Rule 10A-3 promulgated under the U.S. Securities Exchange Act of 1934 and the listing criteria of the New York Stock Exchange.

1.2 The headings of this Agreement are for ease of reference and do not limit or otherwise affect the meaning hereof.

1.3 All the terms of this Agreement, whether or not so expressed, shall be binding upon the parties hereto and their respective successors and assigns.

1.4 Unless the context otherwise requires, words in the singular include the plural and vice versa.

## **2. ACKNOWLEDGEMENT AND REPRESENTATION**

- 2.1 Each of the Coustas Entities acknowledges he or it has received and reviewed the Management Agreement and the Commercial Agency Services Agreement.
- 2.2 Each of the Coustas Entities hereby represents and warrants that as of the date of this Agreement, collectively the Coustas Entities (a) own at least 80% of the capital stock of the Manager and (b) hold at least 80% of the voting power of the outstanding capital stock of the Manager considered for this purpose as a single class.
- 2.3 Each of the Coustas Entities hereby represents and warrants that as of the date of this Agreement, collectively the Coustas Entities (a) own at least 80% of the capital stock of the Commercial Agent and (b) hold at least 80% of the voting power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class.

## **3. NON-COMPETITION**

Subject to Section 7 below:

- 3.1 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent term thereunder, and for a period of one (1) year from the date of actual termination of each such agreement, the Coustas Entities shall not, subject to Section 3.2 hereof, directly or indirectly, engage in (a) the ownership or operation of Containerships of larger than 2,500 TEUs, (b) the ownership or operation of any Drybulk Carriers or (c) the acquisition of or investment in any business involved in the ownership or operation of Containerships of larger than 2,500 TEUs or Drybulk Carriers; and

- 3.2 notwithstanding the foregoing, if a majority of the Independent Directors declines to pursue any opportunity for the benefit of DC or any of its subsidiaries (a) to acquire or invest in any business involved in the ownership or operation of Containerships of larger than 2,500 TEUs or Drybulk Carriers or (b) to acquire a Containership of larger than 2,500 TEUs or a Drybulk Carrier, then any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) shall be permitted, directly or indirectly, to acquire any such Containership or Drybulk Carrier or acquire or invest in any such business; provided that, such acquisition or investment is completed (x) no later than the four-month anniversary of the date on which the Independent Directors declined to pursue such acquisition or investment and (y) on terms no more favorable to the acquiring or investing, as the case may be, party than those offered to DC and declined by the Independent Directors.

For the avoidance of doubt, nothing in this Agreement shall be construed to restrict the ability of any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) to acquire or invest in any vessel other than Containerships of larger than 2,500 TEUs or Drybulk Carriers.

#### **4. MANAGEMENT SERVICES**

Subject to Section 7 below:

- 4.1 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent terms thereunder, Dr. Coustas shall not personally provide, or establish, advise or assist any entity providing, crewing, technical, administrative or general vessel management services substantially similar to those the Manager provides under the Management Agreement or substantially similar to the commercial, chartering or commercial agency services the Commercial Agent provides under the Commercial Agency Agreement, to any owner and operator of Containerships of larger than 2,500 TEUs or Drybulk Carriers, other than members of the Danaos Group and Palmosa Shipping Corporation and its subsidiaries without receiving the prior written approval of a majority of the Independent Directors;
- 4.2 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent term thereunder, none of the Coustas Entities shall, directly or indirectly, own any interest in any entity which provides crewing, technical, administrative or general vessel management services

substantially similar to those the Manager provides under the Management Agreement or substantially similar to the commercial, chartering or commercial agency services the Commercial Agent provides under the Commercial Agency Agreement, to any owner and operator of Containerships of larger than 2,500 TEUs or Drybulk Carriers, other than members of the Danaos Group and Palmosa Shipping Corporation and its subsidiaries, without receiving the prior written approval of a majority of the Independent Directors; and

- 4.3 the restrictions set forth in Sections 4.1 and 4.2 hereof shall not apply with respect to Containerships larger than 2,500 TEUs, Drybulk Carriers or entities which any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) acquires or invests in pursuant to Section 3.2 hereof.

**5. CONTROL OF MANAGER AND COMMERCIAL AGENT**

- 5.1 Unless expressly permitted by a majority of the Independent Directors, during the term of (1) the Management Agreement, the Coustas Entities will at all times, directly or indirectly, collectively (a) own at least 80% of the outstanding capital stock of the Manager and (b) hold at least 80% of the voting power of the outstanding capital stock of the Manager, considered for this purpose as a single class and (2) the Commercial Agency Services Agreement, the Coustas Entities will at all times, directly or indirectly, collectively (a) own at least 80% of the outstanding capital stock of the Commercial Agent and (b) hold at least 80% of the voting power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class.
- 5.2 Each of the Coustas Entities hereby agrees to offer and, if such offer is accepted by DC, to sell the capital stock of the Manager and the Commercial Agent, as applicable, owned by it to DC at the then fair market value of such capital stock if the provision set forth in Section 5.1 hereof is breached.
- 5.3 For the avoidance of doubt, DC acknowledges that (a) the restriction set forth in Section 5.1 hereof shall not be construed so as to limit transfers of capital stock of the Manager or the Commercial Agent to (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities and (b) any such transfers shall not trigger DC's purchase right pursuant to Section 5.2 hereof; provided that any such transferee agrees to be bound by the restrictions set forth herein (including, without limitation, in Sections 3 and 4 hereof) pursuant to an agreement acceptable in form and substance to a majority of the Independent Directors.

**6. COVENANT COMPLIANCE OF MANAGER AND COMMERCIAL AGENT**

- 6.1 The Coustas Entities shall not allow the Manager to violate the covenants contained in Section 4.14, Section 9.4 and Sections 12.1 through 12.5 of the

Management Agreement, and will cause the Manager to observe the right of first refusal requirement set forth in Section 12.3 of the Management Agreement.

- 6.2 The Coustas Entities shall not allow the Commercial Agent to violate the covenants contained in Section 4.9, Section 7.4 and Sections 9.1 through 9.5 of the Commercial Agency Services Agreement, and will cause the Commercial Agent to observe the right of first refusal requirement set forth in Section 9.3 of the Commercial Agency Services Agreement.

**7. CHANGE OF CONTROL RELEASE**

- 7.1 Section 3 and Section 4 hereof shall terminate and cease to apply if a Change of Control Release Event occurs as a result of matters not within the control of the Coustas Entities (a “**Change of Control Release**”).

**8. NOTICES**

- 8.1 All notices, consents and other communications hereunder, or necessary to exercise any rights granted hereunder, shall be in writing, sent either by prepaid registered mail or telefax, and will be validly given if delivered on a business day to a party at its respective address set forth below:

Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Chief Financial Officer  
Fax: +30 210 419 6489

Dr. John Coustas  
c/o Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Dr. John Coustas

Danaos Investment Limited as the Trustee for the 883 Trust  
c/o Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Dr. John Coustas  
Fax: +30 210 422 0855

**9. APPLICABLE LAW AND JURISDICTION**

9.1 This Agreement shall be governed by, and construed in accordance with, the laws of England.

**10. ARBITRATION**

10.1 All disputes arising out of this Agreement shall be arbitrated in London in the following manner. One arbitrator is to be appointed by DC, a second by the Coustas Entities and a third by the two so chosen. Their decision or that of any two of the arbitrators shall be final and, for the purpose of enforcing any award, this Agreement may be made a rule of the court. The arbitrators shall be commercial persons, conversant with shipping matters. Such arbitration is to be conducted in accordance with the rules of the London Maritime Arbitrators Association terms current at the time when the arbitration proceedings are commenced and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

- 10.2 In the event that DC or the Coustas Entities shall state a dispute and designate an arbitrator, in writing, the other party shall have twenty (20) business days to designate its own arbitrator. Upon failure to do so, the arbitrator appointed by the other party can conduct the arbitration and render an award hereunder.
- 10.3 Until such time as the arbitrators finally close the hearings, either of DC or the Coustas Entities shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Agreement for hearing and determination.
- 10.4 The arbitrators may grant any relief, and render an award, which they or a majority of them deem just and equitable and within the scope of the Agreement of the parties, including but not limited to the posting of security. Awards pursuant to this Section 10 may include costs, including a reasonable allowance for attorneys' fees, and judgments may be entered upon any award made herein in any court having jurisdiction.

## **11. MISCELLANEOUS**

- 11.1 This Agreement constitutes the sole understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect thereto, with the exception of the Management Agreement and the Commercial Agency Services Agreement. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.
- 11.2 It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is adjudicated to be invalid or unenforceable, such provision will be deemed amended to delete therefrom the portion thus adjudicated as invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudications is made.

This Agreement may be executed in one or more written counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**IN WITNESS** whereof the undersigned have executed this Agreement as of the date first above written.

SIGNED by EVANGELOS CHATZIS for and on behalf of  
DANAOS CORPORATION

---

Name: Evangelos Chatzis  
Title: Chief Financial Officer

SIGNED BY  
DR. JOHN COUSTAS

---

Dr. John Coustas

SIGNED by EVANGELOS CHATZIS for and on behalf of  
DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST

---

Name: Evangelos Chatzis  
Title: Director

SIGNED BY DIMITRIS CHARKOPLIAS for and on behalf of  
DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST

---

Name: Dimitris Charkoplias  
Title: Director

DANAOS CORPORATION,

DR. JOHN COUSTAS

- and -

DANAOS INVESTMENT LIMITED AS THE  
TRUSTEE FOR THE 883 TRUST

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AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT

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**THIS AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT** is made on July 31, 2026,

**BY AND BETWEEN:**

1. **DANAOS CORPORATION**, a Marshall Islands corporation (“**DC**”);
2. **DR. JOHN COUSTAS**, in his individual capacity (“**Dr. Coustas**”); and
3. **DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST** (the “**Coustas Family Trust**” and, together with Dr. John Coustas, the “**Coustas Entities**”).

**WHEREAS:**

- (A) Pursuant to an Amended and Restated Management Agreement by and between DC and Danaos Shipping Company Limited, a Cypriot corporation (the “**Manager**”), made September 18, 2006 (the “**2006 Management Agreement**”), the Manager agreed to provide certain management services to DC on an exclusive basis, restrict certain competitive activities and grant a right of first refusal to DC to purchase its assets and properties upon the occurrence of certain events, all as described therein.
  - (B) In connection with the 2006 Management Agreement, pursuant to a Restrictive Covenant Agreement by and between DC and the Coustas Entities, made September 18, 2006, the Coustas Entities provided certain non-competition covenants, all as described therein, which was amended and restated on August 10, 2018 and on April 1, 2021 (the latter, the “**2021 Restrictive Covenant Agreement**”).
  - (C) Pursuant to a further Amended and Restated Management Agreement by and between DC and the Manager, dated on or around the date hereof, and as amended from time to
-

time (the “**Management Agreement**”), and a Brokerage Services Agreement by and between DC and Danaos Chartering Services Inc. (the “**Brokerage Company**”), dated on August 1, 2025, and as amended and restated and renamed to Commercial Agency Agreement on or around the date hereof and as amended from time to time (the “**Commercial Agency Agreement**”), the Manager and the Commercial Agent has each agreed to provide certain management services to DC on an exclusive basis, restrict certain competitive activities and grant a right of first refusal to DC to purchase its assets and properties upon the occurrence of certain events, all as described therein.

- (D) DC and the Coustas Entities desire to amend and restate the terms of the 2021 Restrictive Covenant Agreement and to adopt this Agreement to supersede and replace the 2021 Restrictive Covenant Agreement.
  - (E) Each of the Coustas Entities directly or indirectly owns capital stock of the Manager and the Commercial Agent.
  - (F) Dr. Coustas has entered into an executive employment agreement with DC (the “**Employment Agreement**”), pursuant to the terms of which Dr. Coustas has agreed to serve as Chief Executive Officer and President of DC.
  - (G) DC wishes to continue to (i) limit the activities of Dr. Coustas, and the other Coustas Entities, on the terms and conditions set out in this Agreement to prohibit certain activities that may compete with the business of DC, (ii) ensure that the Coustas Entities collectively maintain ownership of at least 80% of the capital stock of the Manager and of the Commercial Agent and (iii) ensure that the Coustas Entities will not allow the Manager to violate certain of its obligations under the Management Agreement nor the Commercial Agent to violate certain of its obligations under the Commercial Agency Services Agreement.
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NOW, THEREFORE, in consideration of the terms and conditions set forth below, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a) **“Board of Directors”** means the board of directors of DC as the same may be constituted from time to time.
- (b) **“Change of Control Release Event”** shall mean the occurrence of any of the following:
  - (i) Dr John Coustas ceases to be both the Chief Executive Officer of DC and a director of DC unless this is due to his death or disability and, in such case, a replacement person is appointed by DC’s board of directors; or
  - (ii) any group of (a) the existing members of the board of directors of DC as at the date of this Agreement and (b) any directors appointed following nomination by the existing board of directors, does not comprise a majority of the board of directors of DC; or
  - (iii) any one or more persons (who are not members of the Coustas Family) acting in concert controls DC.

For the purposes of this definition, **acting in concert** means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in DC by any of them, either directly or indirectly, to obtain or consolidate control of DC.

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- (c) “**Change of Control Release**” shall bear the meaning given to such term in Section 7.1 below.
  - (d) “**Containership**” means any ocean-going vessel that is intended to be used primarily to transport containers or is being used to primarily transport containers.
  - (e) “**Danaos Group**” means, at any time, DC and its subsidiaries at such time and “member of the Group” shall be construed accordingly.
  - (f) “**Drybulk Carrier**” means any ocean-going vessel that is intended to be used primarily to transport non-liquid cargoes of commodities shipped in an unpackaged state.
  - (g) “**Independent Directors**” means those members of the Board of Directors that qualify as independent directors within the meaning of Rule 10A-3 promulgated under the U.S. Securities Exchange Act of 1934 and the listing criteria of the New York Stock Exchange.
- 1.2 The headings of this Agreement are for ease of reference and do not limit or otherwise affect the meaning hereof.
- 1.3 All the terms of this Agreement, whether or not so expressed, shall be binding upon the parties hereto and their respective successors and assigns.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and vice versa.
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## **2. ACKNOWLEDGEMENT AND REPRESENTATION**

- 2.1 Each of the Coustas Entities acknowledges he or it has received and reviewed the Management Agreement and the Commercial Agency Services Agreement.
- 2.2 Each of the Coustas Entities hereby represents and warrants that as of the date of this Agreement, collectively the Coustas Entities (a) own at least 80% of the capital stock of the Manager and (b) hold at least 80% of the voting power of the outstanding capital stock of the Manager considered for this purpose as a single class.
- 2.3 Each of the Coustas Entities hereby represents and warrants that as of the date of this Agreement, collectively the Coustas Entities (a) own at least 80% of the capital stock of the Commercial Agent and (b) hold at least 80% of the voting power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class.

## **3. NON-COMPETITION**

Subject to Section 7 below:

- 3.1 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent term thereunder, and for a period of one (1) year from the date of actual termination of each such agreement, the Coustas Entities shall not, subject to Section 3.2 hereof, directly or indirectly, engage in (a) the ownership or operation of Containerships of larger than 2,500 TEUs, (b) the ownership or operation of any Drybulk Carriers or (c) the acquisition of or investment in any business involved in the ownership or operation of Containerships of larger than 2,500 TEUs or Drybulk Carriers; and
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- 3.2 notwithstanding the foregoing, if a majority of the Independent Directors declines to pursue any opportunity for the benefit of DC or any of its subsidiaries (a) to acquire or invest in any business involved in the ownership or operation of Containerships of larger than 2,500 TEUs or Drybulk Carriers or (b) to acquire a Containership of larger than 2,500 TEUs or a Drybulk Carrier, then any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) shall be permitted, directly or indirectly, to acquire any such Containership or Drybulk Carrier or acquire or invest in any such business; provided that, such acquisition or investment is completed (x) no later than the four-month anniversary of the date on which the Independent Directors declined to pursue such acquisition or investment and (y) on terms no more favorable to the acquiring or investing, as the case may be, party than those offered to DC and declined by the Independent Directors.

For the avoidance of doubt, nothing in this Agreement shall be construed to restrict the ability of any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) to acquire or invest in any vessel other than Containerships of larger than 2,500 TEUs or Drybulk Carriers.

#### **4. MANAGEMENT SERVICES**

Subject to Section 7 below:

- 4.1 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent terms thereunder, Dr. Coustas shall not personally provide, or establish, advise or assist any entity providing,
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crewing, technical, administrative or general vessel management services substantially similar to those the Manager provides under the Management Agreement or substantially similar to the commercial, chartering or commercial agency services the Commercial Agent provides under the Commercial Agency Agreement, to any owner and operator of Containerships of larger than 2,500 TEUs or Drybulk Carriers, other than members of the Danaos Group and Palmosa Shipping Corporation and its subsidiaries without receiving the prior written approval of a majority of the Independent Directors;

- 4.2 during the term of the Management Agreement or the Commercial Agency Services Agreement, including any subsequent term thereunder, none of the Coustas Entities shall, directly or indirectly, own any interest in any entity which provides crewing, technical, administrative or general vessel management services substantially similar to those the Manager provides under the Management Agreement or substantially similar to the commercial, chartering or commercial agency services the Commercial Agent provides under the Commercial Agency Agreement, to any owner and operator of Containerships of larger than 2,500 TEUs or Drybulk Carriers, other than members of the Danaos Group and Palmosa Shipping Corporation and its subsidiaries, without receiving the prior written approval of a majority of the Independent Directors; and
- 4.3 the restrictions set forth in Sections 4.1 and 4.2 hereof shall not apply with respect to Containerships larger than 2,500 TEUs, Drybulk Carriers or entities which any Coustas Entity (or any (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities) acquires or invests in pursuant to Section 3.2 hereof.
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## **5. CONTROL OF MANAGER AND COMMERCIAL AGENT**

- 5.1 Unless expressly permitted by a majority of the Independent Directors, during the term of (1) the Management Agreement, the Coustas Entities will at all times, directly or indirectly, collectively (a) own at least 80% of the outstanding capital stock of the Manager and (b) hold at least 80% of the voting power of the outstanding capital stock of the Manager, considered for this purpose as a single class and (2) the Commercial Agency Services Agreement, the Coustas Entities will at all times, directly or indirectly, collectively (a) own at least 80% of the outstanding capital stock of the Commercial Agent and (b) hold at least 80% of the voting power of the outstanding capital stock of the Commercial Agent, considered for this purpose as a single class.
- 5.2 Each of the Coustas Entities hereby agrees to offer and, if such offer is accepted by DC, to sell the capital stock of the Manager and the Commercial Agent, as applicable, owned by it to DC at the then fair market value of such capital stock if the provision set forth in Section 5.1 hereof is breached.
- 5.3 For the avoidance of doubt, DC acknowledges that (a) the restriction set forth in Section 5.1 hereof shall not be construed so as to limit transfers of capital stock of the Manager or the Commercial Agent to (i) current or future beneficiaries of the Coustas Family Trust, (ii) entities beneficially owned by such beneficiaries or the Coustas Entities or (iii) other trusts established for the benefit of such beneficiaries or the Coustas Entities and (b) any such transfers shall not trigger DC's purchase right pursuant to Section 5.2 hereof; provided that any such transferee agrees to be bound by the restrictions set forth herein (including, without limitation, in Sections 3 and 4 hereof) pursuant to an agreement acceptable in form and substance to a majority of the Independent Directors.

## **6. COVENANT COMPLIANCE OF MANAGER AND COMMERCIAL AGENT**

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- 6.1 The Coustas Entities shall not allow the Manager to violate the covenants contained in Section 4.14, Section 9.4 and Sections 12.1 through 12.5 of the Management Agreement, and will cause the Manager to observe the right of first refusal requirement set forth in Section 12.3 of the Management Agreement.
- 6.2 The Coustas Entities shall not allow the Commercial Agent to violate the covenants contained in Section 4.9, Section 7.4 and Sections 9.1 through 9.5 of the Commercial Agency Services Agreement, and will cause the Commercial Agent to observe the right of first refusal requirement set forth in Section 9.3 of the Commercial Agency Services Agreement.

**7. CHANGE OF CONTROL RELEASE**

- 7.1 Section 3 and Section 4 hereof shall terminate and cease to apply if a Change of Control Release Event occurs as a result of matters not within the control of the Coustas Entities (a “**Change of Control Release**”).

**8. NOTICES**

- 8.1 All notices, consents and other communications hereunder, or necessary to exercise any rights granted hereunder, shall be in writing, sent either by prepaid registered mail or telefax, and will be validly given if delivered on a business day to a party at its respective address set forth below:

Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus

---

Greece  
Attention: Chief Financial Officer  
Fax: +30 210 419 6489

Dr. John Coustas  
c/o Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Dr. John Coustas

Danaos Investment Limited as the Trustee for the 883 Trust  
c/o Danaos Corporation  
14 Akti Kondyli  
185 45 Piraeus  
Greece  
Attention: Dr. John Coustas  
Fax: +30 210 422 0855

**9. APPLICABLE LAW AND JURISDICTION**

9.1 This Agreement shall be governed by, and construed in accordance with, the laws of England.

**10. ARBITRATION**

10.1 All disputes arising out of this Agreement shall be arbitrated in London in the following manner. One arbitrator is to be appointed by DC, a second by the Coustas Entities and a third by the two so chosen. Their decision or that of any

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two of the arbitrators shall be final and, for the purpose of enforcing any award, this Agreement may be made a rule of the court. The arbitrators shall be commercial persons, conversant with shipping matters. Such arbitration is to be conducted in accordance with the rules of the London Maritime Arbitrators Association terms current at the time when the arbitration proceedings are commenced and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

- 10.2 In the event that DC or the Coustas Entities shall state a dispute and designate an arbitrator, in writing, the other party shall have twenty (20) business days to designate its own arbitrator. Upon failure to do so, the arbitrator appointed by the other party can conduct the arbitration and render an award hereunder.
- 10.3 Until such time as the arbitrators finally close the hearings, either of DC or the Coustas Entities shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Agreement for hearing and determination.
- 10.4 The arbitrators may grant any relief, and render an award, which they or a majority of them deem just and equitable and within the scope of the Agreement of the parties, including but not limited to the posting of security. Awards pursuant to this Section 10 may include costs, including a reasonable allowance for attorneys' fees, and judgments may be entered upon any award made herein in any court having jurisdiction.

## **11. MISCELLANEOUS**

- 11.1 This Agreement constitutes the sole understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior
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agreements or understandings, written or oral, with respect thereto, with the exception of the Management Agreement and the Commercial Agency Services Agreement. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.

- 11.2 It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is adjudicated to be invalid or unenforceable, such provision will be deemed amended to delete therefrom the portion thus adjudicated as invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudications is made.

This Agreement may be executed in one or more written counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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**IN WITNESS** whereof the undersigned have executed this Agreement as of the date first above written.

SIGNED by EVANGELOS CHATZIS for and on behalf of  
DANAOS CORPORATION

/s/ Evangelos Chatzis

\_\_\_\_\_  
Name: Evangelos Chatzis

Title: Chief Financial Officer

SIGNED BY  
DR. JOHN COUSTAS

/s/ Dr. John Coustas

\_\_\_\_\_  
Dr. John Coustas

SIGNED by EVANGELOS CHATZIS for and on behalf of  
DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST

/s/ Evangelos Chatzis

\_\_\_\_\_  
Name: Evangelos Chatzis

Title: Director

SIGNED BY DIMITRIS CHARKOPLIAS for and on behalf of  
DANAOS INVESTMENT LIMITED AS THE TRUSTEE FOR THE 883 TRUST

/s/ Dimitris Charkoplias

\_\_\_\_\_  
Name: Dimitris Charkoplias

Title: Director

\_\_\_\_\_