

EXHIBIT B

FORM OF TRANSFER CERTIFICATE

Reference is hereby made to the Indenture dated as of October 16, 2025 (the “Indenture”), among Danaos Corporation, a corporation incorporated under the laws of the Marshall Islands (the “Issuer”), the guarantors from time to time party thereto, Citibank, N.A., London Branch, as trustee (the “Trustee”) and Citibank, N.A., London Branch, as Registrar, Paying Agent and Transfer Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with any transfer of any Notes evidenced by this certificate occurring prior to the date that is one year after the later of the date of original issuance of such Notes and the last date, if any, on which the Notes were owned by the Issuer or any Affiliate of the Issuer, the undersigned confirms that such Notes are being transferred in compliance with the transfer restrictions set forth in such Notes and:

CHECK ONE BOX BELOW

- (1) ☐ to the Issuer or any Affiliate of the Issuer; or
- (2) ☐ pursuant to and in compliance with Rule 144A under the U.S. Securities Act of 1933; or
- (3) ☐ pursuant to and in compliance with Regulation S under the U.S. Securities Act of 1933; or
- (4) ☐ pursuant to and in compliance with Rule 144 under the U.S. Securities Act of 1933; or
- (5) ☐ pursuant to another available exemption from the registration requirements of the U.S. Securities Act of 1933; or
- (6) ☐ pursuant to an effective registration statement under the U.S. Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided, however*, that if box (2) is checked, by executing this form, the Transferor is deemed to have certified that such Notes are being transferred to a person it reasonably believes is a “qualified institutional buyer” as defined in Rule 144A under the U.S. Securities Act of 1933 who has received notice that such transfer is being made in reliance on Rule 144A and is obtaining such interest in a transaction meeting the requirements of Rule 144A; if box (3) is checked, by executing this form, the Transferor is deemed to have certified that such transfer is made pursuant to an offer and sale that occurred outside the United States to an investor who is not a U.S. person (as defined in Regulation S under the U.S. Securities Act) in compliance with Regulation S under the U.S. Securities Act; if box (4) is checked, by executing this form, the Transferor is deemed to have certified that such transfer is made pursuant to an offer and sale that occurred in compliance with Rule 144 under the U.S. Securities Act; and if box (5) is checked, the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Issuer or Trustee reasonably requests to confirm that such transfer is being made pursuant to an exemption from or in a transaction not subject to, the registration requirements of the U.S. Securities Act of 1933.

Signature of Transferor:_____

Signature Guarantee*:_____

*Participant in a recognized signature guarantee medallion program (or other signature guarantor acceptable to the Trustee).

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Danaos Corporation
Trust Company Complex,
Ajeltake Island, Ajeltake Road
Majuro, MH96960
Marshall Islands

Citibank, N.A., London Branch
Citigroup Centre
33 Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Re: \$500,000,000 6.875% Senior Secured Notes due 2032 of Danaos Corporation

(ISIN _____; CUSIP _____)

Reference is hereby made to the Indenture, dated as of October 16, 2025 (the “Indenture”), among Danaos Corporation, a corporation incorporated under the laws of the Marshall Islands (the “Issuer”), the guarantors from time to time party thereto, Citibank, N.A., London Branch, as trustee, Citibank, N.A., London Branch, as registrar, paying agent and transfer agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____, (the “Owner”) owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of \$ _____ in such Note[s] or interests (the “Exchange”). In connection with the Exchange, the Owner hereby certifies that:

1. ☐ **Check if Exchange is from Book-Entry Interest in a Global Note for Definitive Registered Notes.** In connection with the Exchange of the Owner’s Book-Entry Interest in a Global Note for Definitive Registered Notes in an equal amount, the Owner hereby certifies that such Definitive Registered Notes are being acquired for the Owner’s own account without transfer. The Definitive Registered Notes issued pursuant to the Exchange will bear the Private Placement Legend and will be subject to restrictions on transfer enumerated in the Indenture and the Securities Act.
2. ☐ **Check if Exchange is from Definitive Registered Notes for Book-Entry Interest in a Global Note.** In connection with the Exchange of the Owner’s Definitive Registered Notes for Book-Entry Interest in a Global Note in an equal amount, the Owner hereby certifies that such Book-Entry Interest in a Global Note are being acquired for the Owner’s own account without transfer. The Book-Entry Interests transferred in exchange will be subject to restrictions on transfer enumerated in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert Name of Transferor]

By: _____

Name:

Title:

Dated: _____

ANNEX A TO CERTIFICATE OF EXCHANGE

1. The Owner owns and proposes to exchange the following:

[CHECK ONE OF (a) OR (b)]

- (a) ☐ a Book-Entry Interest in the:

(i) ☐ 144A Global Note (ISIN US23585WAC82; CUSIP 23585W AC8), or

(ii) ☐ Regulation S Global Note (ISIN USY1968PAC96; CUSIP Y1968P AC9), or

- (b) ☐ a Definitive Registered Note.

2. After the Exchange the Owner will hold:

[CHECK ONE OF (a) OR (b)]

- (a) ☐ a Book-Entry Interest in the:

(i) ☐ 144A Global Note (ISIN US23585WAC82; CUSIP 23585W AC8), or

(ii) ☐ Regulation S Global Note (ISIN USY1968PAC96; CUSIP Y1968P AC9), or

- (b) ☐ a Definitive Registered Note.

in accordance with the terms of the Indenture.

EXHIBIT D

FORM OF SUPPLEMENTAL INDENTURE TO BE DELIVERED BY SUBSEQUENT GUARANTORS

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of _____, among Danaos Corporation, a Marshall Islands corporation (the “Issuer”), _____, a _____ under the laws of _____ (the “Subsequent Guarantor”), a subsidiary of Danaos Corporation (or its permitted successor), and Citibank, N.A., London Branch, as trustee (the “Trustee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture (as defined below).

WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture dated as of October 16, 2025 (the “Indenture”), among the Issuer, the guarantors from time to time party thereto, the Trustee and Citibank, N.A., London Branch, as Registrar, Paying Agent and Transfer Agent, providing for the issuance of \$500,000,000 aggregate principal amount of its 6.875% Senior Secured Notes due 2032 (the “Notes”);

WHEREAS, the Indenture provides that under certain circumstances (including pursuant to Section 4.11(a) of the Indenture) the Subsequent Guarantor [shall / may] execute and deliver to the Trustee a supplemental indenture pursuant to which the Subsequent Guarantor shall unconditionally guarantee all of the Issuer’s obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Notes Guarantee”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Issuer and the Trustee are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder of the Notes, to add any Notes Guarantees with respect to the Notes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Subsequent Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. AGREEMENT TO GUARANTEE. The Subsequent Guarantor hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Notes Guarantee and in the Indenture.
3. RELEASE OF GUARANTEE. The Notes Guarantee of the Subsequent Guarantor shall be automatically and unconditionally released and discharged as and when provided in the Indenture (including pursuant to Section 4.11(c)). If requested by the Trustee, any release of a Guarantee pursuant to the foregoing provisions shall be evidenced by the delivery by the Issuer to the Trustee of an Officer’s Certificate of the Issuer, and the Trustee may acknowledge and confirm receipt of such Officer’s Certificate.
4. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of any Subsequent Guarantor, as such, shall have any liability for any obligations of the Issuer or any Subsequent Guarantor under the Notes, the Indenture, the Notes Guarantees or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or

their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

5. INCORPORATION BY REFERENCE. Section 10.08 of the Indenture is incorporated by reference to this Supplemental Indenture as if more fully set out herein.

6. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

7. COUNTERPARTS; ELECTRONIC SIGNATURES. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of all the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes other than the Trustee's signature on the certificate of authentication on each Note

8. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

9. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Subsequent Guarantor and the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

[SUBSEQUENT GUARANTOR]

By: _____
Name:
Title:

DANAOS CORPORATION

By: _____
Name:
Title:

CITIBANK, N.A., LONDON BRANCH,
as Trustee

By: _____
Name:
Title: