

Before the
FEDERAL MARITIME COMMISSION
Washington, D.C. 20573

Petition P __ - 15

PETITION OF COMPAÑÍA SUD AMERICANA DE VAPORES S.A.
FOR AN EXEMPTION FROM 46 C.F.R. § 530.10

1. Pursuant to Rule 76 of the Commission's Rules of Practice and Procedure, 46 C.F.R. § 502.76, Compañía Sud Americana de Vapores S.A. ("CSAV") petitions the Commission for relief in this case from the provisions of 46 C.F.R. § 530.10 requiring individual service contract amendments.
2. CSAV is a Chilean corporation and vessel operating common carrier.
3. CSAV entered into a Business Combination Agreement dated April 16, 2014 (the "BCA") whereby CSAV agreed to transfer its container shipping business to Hapag-Lloyd AG ("HLAG"). As part of its preparation to effectuate the BCA, beginning in July 2014, CSAV transferred the assets and operations comprising its container shipping operation to its wholly-owned subsidiary Norasia Container Lines Limited ("Norasia"), a Maltese corporation. As a part of the process, Norasia was added as a party to all of CSAV's existing service contracts in which it was not already a party. CSAV, Norasia, and CSAV's other subsidiaries have been authorized to enter into joint service contracts under FMC Agreement 011672, as amended, the CSAV Group Cooperative Working Agreement.
4. As a result of the changes made beginning in July 2014, all of the containerized services provided under the joint service contracts involving CSAV were, as of December 1, 2014, provided to shippers by Norasia and by another CSAV subsidiary, Compañía Libra de Navegación Uruguay S.A. ("CLNU"), a Uruguayan corporation. Upon Norasia and CLNU coming under common ownership with HLAG on December 2, 2014, Norasia and CLNU have continued providing the same services with the

same assets. CSAV remains a vessel operating common carrier by virtue of its car carrier and refrigerated vessel operations, however, it no longer operates a container service.

5. Therefore, the changes in corporate structure involving CSAV, Norasia and CLNU have resulted in no change to the existing operations under the joint service contracts, and have caused no prejudice to any shipper counter-party. However, as a result, CSAV is a party to joint service contracts under which it provides no services to the shippers.

6. CSAV's joint service contracts contain no express mechanism for deletion of a party that no longer provides service under the service contract. Petitioner believes that all of its over 500 service contracts are silent as to the provisions regarding deletion of a non-provider. It would be an undue burden on the Petitioner and the shipper parties to prepare and file individual amendments to remove CSAV from all of the joint service contracts prior to their termination in the normal course of business. Therefore, Petitioner respectfully requests that the Commission permit a universal notice to the Commission and to all affected service contract parties in lieu of requiring individual filings reflecting amendment by mutual agreement to remove CSAV as a party. *See* 46 C.F.R. §530.10(b). In addition to any notice that the Commission may require Petitioner to file in the SERVCON system pursuant to this Petition, notice will also be sent electronically to each shipper counter party and say:

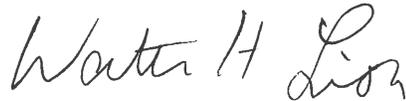
As you were previously notified, our corporate group has been reorganized with no change to the service provided under our service contract with you. Effective from July 1, 2014, Compañía Sud Americana de Vapores S.A. ("CSAV") transferred its container operations to Norasia Container Lines Limited ("Norasia") and Compañía Libra de Navegación Uruguay S.A. ("CLNU"), which have become subsidiaries of the Hapag Lloyd A.G. ocean carrier group. The services provided by Norasia and CLNU are continuing under the same names, with the same vessels and other equipment, operated substantially by the same personnel that previously served you. Since CSAV no longer provides any service to the shippers under its joint service contracts with Norasia and CLNU, we have submitted a Petition to the FMC requesting relief from the usual requirements to remove CSAV as a party from these joint service contracts. To remove CSAV from service contracts would ordinarily require an amendment to be signed by all parties. If you require a formal amendment to remove CSAV to be prepared,

we ask you to tell us by reply e-mail by February 1, 2015. If we have not heard from you by then or you continue to tender cargo under the contract on or after February 1, 2015, we will assume you agree to the removal of CSAV and do not require a formal consent. Of course, if you have any questions, please let us know. The service contracts will continue with Norasia and CLNU, but without CSAV as a party.

7. Petitioner respectfully submits this notice (and any formal consent required by a shipper) fully informs and protects all shipper counter-parties. We further submit that all regulatory concerns are satisfied and this Petition should be granted.¹

January 21, 2015

Respectfully submitted,



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¹ HLAG, Norasia, and CLNU have all authorized CSAV to represent that they consent to the contents of this Petition and support granting of the relief requested.