

# PASSENGER PORT OF ST. PETERSBURG «MARINE FACADE» PUBLIC LIMITED COMPANY

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Approved by the order of the President  
of the Managing Company Marine Façade Ltd.  
No. 3 dd. 06.03.2009

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## *Rules of reception and servicing of vessels by «Passenger Port of St. Petersburg «Marine Façade» PLC*

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### 1 GENERAL TERMS

1.1 The present rules of reception and servicing of vessels by «Passenger Port of St. Petersburg «Marine Façade» Public Limited Company (hereinafter "Rules") are based on the following:

- Civil Code of Russian Federation;
- Trade Navigation Code of Russian Federation;
- Federal law of Russian Federation "On Sea Ports of Russian Federation and on amendments to certain legislative acts of the Russian Federation";
- other normative and legal regulations of Russian Federation concerning the operations in sea ports.

1.2 The following words used in the Rules shall have the following meaning:

**Port** -The Passenger port of St. Petersburg Marine Façade, entered in the Russian Federation Register of Sea Ports under the serial registration number B-2.”;

**Operator** –«Passenger Port of St. Petersburg «Marine Façade» Public Limited Company (“PP of SPb MF” PLC»);

**Customer** - legal entity that on own behalf has concluded the contract with the Operator for provision of reimbursable services. The Customers under the contracts for receiving of services by the Operator can be Ship owners, Agents of the Ship owners or other persons concerned.

**AMP** - the port authority, the federal state entity executing administrative power and other authorities in the Port which are regulated by the legislation of Russian Federation;

**Shipowner or owner of a ship** – person, who operates the vessel on its own behalf regardless if the vessel belongs to the person or the person operates the vessel on another legal basis;

**Agent** - Russian legal entity or individual authorized by the Ship owner for acting as a Ship Agent in the Port in accordance with the procedures of international practice of trade navigation;

**Berths of the Operator** - port infrastructure located on the territory of the Marine Terminal and operated and owned by the Operator and assigned for docking and servicing of cruise and ferry vessels;

**Infrastructure Facilities of the Operator** - berths, access roads, GTA's, buildings, engineering networks, communication lines, equipment, and other facilities acknowledged in accordance with the Law of Russian Federation on trade navigation as infrastructural facilities of the Marine Terminal, located on the territory of the Marine Terminal, and owned and operated by the Operator;

**Marine Terminal** - aggregate of technologically related infrastructural facilities of the Operator designed and used for servicing of vessels, passengers and members of ship crews;

**Vessel** – floating unit, acknowledged as a marine ship in accordance with legislation of Russian Federation on Trade Navigation;

**Passenger vessel** – a sea cruise and/or ferry vessel designed for passenger transport

**Cruise vessel** – marine passenger vessel, designed for transportation of passengers making international cruise and not practicing cargo loading or unloading in Port.

**Ferry vessel or ferry** - marine vessel designed for transportation of passengers and transport vehicles, which are loaded and unloaded horizontally by rolling down the vessel ramp; operates on regular international routes with scheduled port calls.

**Schedule** – the sequence, time and berthing and docking location at the berths of the Operator during the navigational period;

**Servicing of vessels** – operator's activities for provision of the paid services to vessels, including provision of Operator's facilities, which are necessary for berthing and docking of cruise and ferry vessels in the Marine Terminal for carrying out passenger operations;

**Services by the Operator** - activity of the Operator (including services for the vessels) carried out on the reimbursable basis and directly related to the ship calls into the Marine Terminal.

**Border Control Check Point** - in accordance with the definition given in Article 9, Item 2 of the Law on the National Border of the Russian Federation.

1.3. The rules contain information about terminal and services provided by the Operator, which may be requested by the ship owners, agents and other persons concerned; the rules define procedures and conditions for provision of services by the Operator and use of Port infrastructure as well as procedures for formalization of contracts for the services of the Operator.

1.4. Conditions of the contracts concluded between the Operator and Customers which add, amend or cancel provisions of the Rules have the precedence. In case of contradictions between the Rules and conditions of Contracts concluded, the provisions (conditions) stated in Contracts shall be taken as ruling.

1.5. The rights and obligations of parties to the contracts concluded between the Operator and Customers are governed in accordance with the substantive law of Russian Federation.

1.6. The Operator shall have the right to amend and supplement the Rules unilaterally. Amendments and supplements to the Rules become obligatory for the Customers and third persons after they were notified about such changes by the Operator by any means including publication of such information on the Operator's site in Internet.

The Operator shall place the text of the Changes (Supplements) introduced into the Rules in Russian and English on the Operator Internet site no later than 10 working days from the date the Changes (Supplements) introduced into the Rules are approved.” Within the time frame indicated above, the Operator shall submit a notification to the Customers regarding the placement of the information on the Operator Internet site. The changes (Supplements) introduced into the Rules shall become obligatory for the Customer after 30 days from the date the Customer is notified by any available means

1.7. The official text of the Rules is the Russian version of the text approved by the Operator. Versions of the Rules in other languages are to be use for information purposes only, while the Russian version of the Rules shall have the highest legal effect.

## **2 INFORMATION ABOUT THE OPERATOR AND THE TERMINAL**

2.1. Operator - the Russian legal entity, mailing address: 191124, St. Petersburg, Proletraskoy Diktatory st. 6/ build V, INN 7842332680, OGRN 1067847746691, phone: +7 812 303 6740, fax: +7 812 303 6741, e-mail address: info@passengerport-mf.spb.ru, Internet address: www.portspb.ru. In accordance with ISPS Code the Port was assigned with IMO number: RULED-0134.

- 2.2. The Operator is the owner of the marine terminal operating it on its own behalf.
- 2.3. The terminal consists of 7 Operator's berths, which are assigned for berthing and docking of cruise and ferry vessels. Specifications of the berths are given in the Attachment # 1.
- 2.4. The territory of the marine terminal accommodates terminal buildings, access roads, parking areas (including excursion coaches), as well as other infrastructural facilities of the Operator, which are used for mooring and docking of cruise and ferry vessels and their passengers and crew members. The layout of the marine terminal is provided in Attachment # 2.
- 2.5. The berths, marine terminal buildings and other facilities of the Operator, which are required for provision of services for the vessels and other needs of the Operator, are put into operation on a phased basis. The Operator notifies the Customers and other persons concerned about the putting new facilities into operation by means of publishing of corresponding information on the Operator's web site in internet.
- 2.6. A permanent marine passenger border control check point operates within the territory of the marine terminal, the check point carries out border, customs, and other types of state control of people, vehicles, goods and animals crossing the border of the Russian Federation. The mode of operation of the border control check point is regulated in accordance with the border control legislation of Russian Federation.
- 2.7. In accordance with the classification of the border control check points there shall be no receiving and handling of cargo (incl. means of transport as goods) and cargo vehicles, which can be transported through the state border of Russian Federation by ferry vessels.
- 2.8. While staying within the limits of the marine terminal passengers and crew members as well as other persons shall be obliged to follow the general safety rules, fire safety rules and other requirements applied at the operator's facilities. The operator shall, with due advance, inform the Customers about such rules by any means available, including posting it on the Operator' Internet site; and the Customers shall be responsible for delivering this information to the passenger and crew members before getting off-board to the terminal.
- The Operator shall place the text of the rules, the terms of use for Operator infrastructure facilities, and information on changes (supplements) introduced into them in Russian and English on the Operator Internet site. Information on changes (supplements) introduced must be placed on the Operator Internet site no later than 10 working days from the date the changes (supplements) introduced into the rules and/or terms of use for Operator infrastructure facilities are approved. Within the time frame indicated above, the Operator shall submit a notification to the Customers regarding the placement of the information on the Operator Internet site. The changes (supplements) introduced into the rules and/or terms of use for Operator infrastructure facilities shall become obligatory for the Client after 30 days from the date the Customer is notified by any available means.
- 2.9. Access of people and vehicles to the territory of the terminal is regulated on the basis of passes issued by the Operator in accordance with procedures established by the Operator. The Operator shall receive a fee for issuing passes, entrance and parking of vehicles on the territory of the marine terminal. The amount of the fee is regulated in accordance with tariffs.
- Single entries onto sea port territory for light Client vehicles and third parties, and their temporary stopping in areas specially designated for these purposes are permitted without the use of a pass. The payment for single entry of a vehicle will be made by the Client and third parties, at the rate established by the Operator, through the Operator parking system by way of monetary deposit.

### **3 MARINE TERMINAL OPERATIONS**

3.1. The working hours of administration personnel of the Operator is from 08:300 AM till 05:00 PM, excluding Saturdays and Sundays as well as the following state holidays:

January 1, 2, 3, 4 and 5	- New Year holidays;
January 7	- Christmas;
February 23	- Fatherland Defender's Day;
March 8	- International Women's Day;
May 1	- Spring and Labor Day;
May 9	- Victory Day;
June 12	- Day of Russia;
November 4	- National Unity Day.

In case the holiday matches the week-end day then the day off is moved to the first working day after.

3.2. The services to the vessels in the Marine Terminal are provided on a twenty-four-hour basis without days off.

### **4 SERVICES PROVIDED BY THE OPERATOR**

4.1. The Operator shall provide the following services at the Marine Terminal:

- provision of infrastructure facilities of the Operator (berths, terminal buildings, passenger galleries and other facilities) required for berthing and docking of cruise and ferry vessels in the Marine Terminal and fulfillment of passenger operations;
- provision of Operator infrastructure facilities (moorings and other facilities) for the anchoring of vessels not carrying out passenger and cargo operations at the time;
- sewer facilities for taking waste water from the berthed vessels;
- facilities for taking garbage (both generated during the travel time and during the dockage time) from the vessels (household garbage and food waste) berthed at the Marine Terminal ;
- facilities for supply of fresh water from the berths of the Operator.

Provision by the Operator of services not named in this point shall be carried out through a supplementary reimbursement agreement with them.

4.2. The specifics of providing of some services by the Operator (including - procedures and conditions of services for taking of waste water, garbage and fresh water supply) as well as formal documentation registration for these services shall be set by special rules, regulations and forms accepted (approved) by the Operator. The proper information should be delivered to the Customers and other persons concerned by the Operator by any means available, including publication of such information on the Operator's Internet site.

4.3. Payment for the services of the Operator shall be done in accordance with the pre-established tariffs and procedures, which are valid at the moment the services are provided and corresponding with conditions of contracts formalized with the Customers.

4.4. Information about actual tariffs of the Operator and procedures of their application shall be published in internet on the web site of the Operator.

4.5. Tariffs of the Operator and/ or procedures of their application can be changed by the Operator unilaterally. The Operator shall inform Customers and third parties about the changes in tariffs and/ or the procedures of their application by any possible for the Operator ways including publishing information at the Operator's Internet site.

The Operator shall place information on changes to prices and/or the procedure for applying them in Russian and English on the Operator Internet site no later than 10 working days from the date the changes in prices and/or changes (supplements) in the procedure for applying them are approved.”

Within the time frame indicated above, the Operator shall submit a notification to the Customers regarding the placement of the information on the Operator Internet site. The changes (supplements) introduced into tariffs and/or the procedure for applying them shall become obligatory for the Customer after 6 months from the date the Customer is notified by any available means.

## **5 ACCOMMODATION AND SERVICING OF SHIPS**

5.1. Operations with vessels at the Marine Terminal are carried out in accordance with the Rules and with consideration of specifics stipulated within the present clause.

5.2. The ship owner that plans to use the berths and other facilities of the Operator for docking of vessels, which the ship owner operates, and to carry out passenger operations during the period of summer navigation should submit to the Operator the information mentioned below about the ships which the ship owner plans to have in the schedule for summer navigation\* of the next year (the information should be handed over to the Operator in no later than 2 (two) months before the end of current year)\*\*

- vessel's name and flag;
- maximum passenger capacity of the vessel;
- proposed date and time of vessel's mooring/ unmooring at the berths of the Operator's Terminal;
- information about the Agent authorized to represent the Ship owner for matters associated with the services for the ship owner's vessels at the Marine Terminal.

5.3. Upon receiving of the request of the Operator a ship owner shall, within one week period, submit to the Operator additional information about cruise ships, which are added to the schedule that is considered by the Operator necessary for proper servicing of the vessels in the Marine Terminal including but not limited to the following information:

- main dimensions of the vessels (length, width, molded depth, overall and net capacity);
- plans (drawings) of vessels with indication of location and sizes of shell doors for passengers' disembarkation as well as pictures, dimensions and characteristics of equipment onboard, which can be used for embarkation and disembarkation of passengers in the Marine Terminal (gangways, etc.);
- preliminarily information about services that may be requested by the vessel while at the Marine Terminal, i.e. water bunkering, waste water discharge, garbage disposal, etc. with indication of volumes of such services.

5.4. Information to be submitted to the Operator must match the information indicated in the vessel documentation.

5.5. On the basis of information supplied by the Ship Owner, the Operator shall draw up a schedule of calls of the Ship Owner's vessels for the summer navigation for next year and shall send it to the Ship Owner for review.

5.6. The schedule for accommodation and servicing by the Operator of the Ship Owner's vessels at the marine terminal during summer marine traffic of this year must be agreed upon between the Operator and the Ship Owner no later than 1 March of this year.

5.7. During the preparation of the Schedule Draft and its approval, messages may be sent via e-mail or fax.

5.8. The agreed Schedule stating the sequence, date and time of mooring/ unmooring of cruise ships at the berths of the Operator, berths allocation, as well as the assignment of Agent of a Ship owner shall be formalized in accordance with Appendix #3 to the Rules and signed by the Operator and a Ship owner (representative of a Ship owner). The signing of an approved and agreed schedule by the Opera-

tor and a Ship owner (representative of a Ship owner) in accordance with this Item is considered to be equal to the signing of an agreement for reception and servicing of cruise vessels indicated in the schedule at the conditions stipulated by the Rules and the schedule and from that moment on the Ship owner shall be considered a Customer in accordance with the Rules.

5.9. According to the agreement for accommodation and servicing of ships, as stipulated in the Item 5.8. of the Rules, the Operator shall be obliged to provide the ships (hereinafter Ships of the Customer) indicated in the schedule with infrastructure facilities of the Operator required for berthing and docking in the Marine Terminal with fulfillment of passenger operations as well as upon request of a Customer or the Agent of a Customer provide services to the vessels berthed at the facilities of the Operator including supply of purified fresh water, collection of waste water and garbage; the Customer on its part shall be obligated to pay for the service of the Operator in accordance with the Rules.

5.10. The schedule agreed by the Operator and the Customer can be amended only upon the mutual agreement between the Parties unless other conditions are stipulated by the Rules.

5.11. Ship call schedule and all amendments to it shall be forwarded to the Captain of the Port for confirmation in the established order.

5.12. The Operator can receive cruise vessels of the Customer and provide berthing place for them at the facilities of the Operator beyond the schedule and/ or in time which was not indicated in the schedule if the design and dimensions allow the Operator to receive and provide services in accordance with the Rules and this will not harm the operations of other vessels services at the berths of the Marine Terminal in accordance with the schedule. In the same time the Customer can substitute the cruise vessels listed in the agreed schedule with the similar cruise vessels. In any case the berthing of a ship which was not originally in the schedule and/ or out of the agreed scheduled time must be agreed with the Operator in writing; if the time before the requested berthing is less than one day, the approval of the ship call and berthing shall be done in accordance with the clauses 5.12. and 5.13 of the Rules.

In the event it is decided that the Customer's vessel, entered into the schedule in accordance with point 5.11 of these Rules and planned for admission to a mooring berth not belonging to the Operator, shall have its servicing transferred to the Operator's marine terminal, the calculation of the cost of Operator services in providing infrastructure facilities for the given vessel shall be subject to application of multipliers to the base rate approved by the Operator according to established procedure.

5.13. A written request of the Agent of the Customer or the Customer to receive the certain vessel outside of the agreed schedule and/ or time which does not match the agreed schedule (including about the procedures of substitution of the vessel to be serviced by the Operator as per schedule) with indication of necessary ship data, that needs to be submitted to the Operator in accordance with the Rules (if such data was not submitted before) must be sent to the Operator not later than 3 hours before the supposed time of berthing at the facilities of the Operator.

5.14. If the Operator is able, in accordance with the Rules, to receive a vessel outside the schedule and / or at time which does not match the agreed schedule (including by means of replacing the vessel to be serviced by the Operator) the Operator shall confirm to the Customer or its Agent the ship-call of such vessel with indication of berth, berthing time and docking time not later than 1 hour after the corresponding request from the Agent was received. After the ship-call is confirmed by the Operator in accordance with this item, the present Rules requirements are applied to such cruise vessel as if the vessel was supposed to be serviced by the Operator at the Marine Terminal in accordance with the schedule.

5.15. Customer takes responsibility to follow the agreed schedule.

5.16. In case, due to any reason, the agreed schedule cannot be followed by the ship or the Operator, the Customer and the Operator shall immediately inform each other accordingly.

5.17. The responsibilities of the Operator do not include receiving of permits (approvals) from the Marine Administration of the Port or from other state authorities and officials for entering and leaving the Port in accordance with the schedule and/ or outside the schedule, berthing at the facilities of the Operator as well as navigation of the vessel in the Port harbor (including the change of berth, etc.) and in the channel. All the permits and approvals mentioned in the present clause should be provided by the Customer and/ or Agent.

5.18. The payment of Operator services provided to vessels shall be carried out by the Customer according to the procedure established in the "Regulations on calculating service costs for providing infrastructure facilities of the Passenger Port of St. Petersburg 'Marine Façade' to passenger vessels," being an appendix to these Rules (Appendix No. 4), either directly or through an Agent, within 5 (five) calendar days after services provision and billing by the Operator through electronic transfer of funds to the Operator's bank account.

5.19. Should the Customer fail to comply with the payment schedule stipulated by the Item 5.17. of the Rules, he shall pay to the Operator the penalty in the amount equal of 0.1 % of the amount overdue for each day of non-payment.

5.20. All expenses related to the transfer of money for the services of the Operator shall be born by the Customer.

5.21. The Operator has the right to deny receiving the vessels of the Customer at the Marine Terminal and provide any services if the advanced payment for the services has not been received; should any one of the below mentioned conditions be applicable:

- the Customer has overdue payment for the services of the Operator;
- the Customer previously violated the timing for the payment for services of the Operator several times;
- the Customer previously delayed the payment for the services of the Operator for more than 10 calendar days.

5.22. In case the amount of advanced payment exceeds the cost of services the difference shall be returned to the Customer within 10 days from the moment the Operator received the request to return the money, if such request is not received the money will be added to the amount of future payments in accordance with the contract concluded with the Customer.

5.23. The communication of the Customer with the Operator in terms of services provided to the vessels at the Marine Terminal as well as resolution of all related arguments may be done through the Agent of the Customer who may be authorized to do the following:

- receive invoices addressed to the Customer as well as other documentation including notifications, announcements (incl. certificates of service), complains and other correspondence;
- confirm the receipt of services provided by the Operator for the cruise vessels of the Customer, time of berthing as well as other conditions which are stipulated under rights and obligations in accordance with the contracts concluded by the Operator and Customer including the right to sign the service acceptance forms (fulfilled work statements) and other similar documentation;
- submit service requests to the Operator within the scope of the contract concluded by the Operator and the Customer;
- submit information about vessels requested by the Operator including notices and other notifications and announcements which should be handed over to the Operator within the scope of the contract concluded by the Operator and Customer;
- do other activities related to the provision of services to the vessels of the Customer in accordance with the Rules.

5.24. Notification addressed to the Operator by the Customer about assignment of the certain entity or a person as an Agent of the Customer is acknowledged as authorizing of such entity or a person with corresponding authorities stipulated by the Rules in full volume if no other condition was indicated in the notification issued by the Customer.

5.25. The authority of the Agent stipulated by the Rules are applied by the personnel of the Agent or by other persons authorized by the Agent.

5.26. In case the Agent is changed within the term of the validity of the contract concluded by the Operator and the Customer, the latter is obliged to notify the Operator in writing with indication of name and necessary information about new Agent. Before such notification is received by the Operator all activities undertaken by the previous Agent in accordance with the conditions of the present contract are valid for both parties of the contract.

5.27. All disputes related to the application of changes, fulfillment or cancellation of contracts concluded with the Operator for providing of services for cruise vessels shall be reviewed by the marine arbitration board at the Chamber of Trade and Industry of Russian Federation in accordance with the Russian legislation for international commercial arbitration

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\* The period of the summer navigation is regulated by the Captain of the Port

## **6. RULES FOR MOORING OPERATIONS AND DOCKING AT THE BERTHS OF THE OPERATOR**

6.1. Mooring, unmooring and docking of vessels and other floating structures at the facilities of the Operator as well as move or shift or any other transportation is allowed only after receiving of permit from the Operator or in accordance with the request (order) from the state authority and officials that are authorised to issue such requests in accordance with the legislation of Russian Federation. The payment for mooring and unmooring at the berths of the Operator is collected in accordance with the Operator's tariffs and their application.

6.2. Mooring and unmooring of cruise and ferry vessels at the berths of the Operator shall be done in accordance with the schedule. The Customer must notify the Operator about actual time of mooring/unmooring no later than 2 hours before the operations.

6.3. The Operator has the right to change place of mooring and docking of vessels at the berths of the Operator mentioned in the schedule unilaterally if the dimensions and design of vessels allow this change without causing damage to safety and allow the vessel to perform the operations that the vessel called in the Marine Terminal for. The information about the change of the place (berth) of mooring should be submitted to the captain of the vessel or the Agent of Ship-owner (Customer) 2 hours before the planned time of start of mooring operations.

6.4. Mooring of the vessel at the berths of the Operator, unmooring, shifting or other move should be carried out under control of the representative of the Operator, who identifies the exact place of mooring and controls the corresponding operations by means of radio communication between the Operator and captain (pilot) of the vessel on the selected frequency.

6.5. The mooring of the vessel or other floating structure at the berth of the Operator as well as docking and unmooring should be carried out in the way which does not cause damage the berth and/ or other infrastructure facilities of the Operator.



6.6. The preparation of the berth of the Operator for mooring and docking of the vessel in accordance with actual maritime regulations shall be provided by the Operator.

6.7. The Operator fulfills receiving and fixing of mooring lines to the mooring gears at the berths of the Operator as well as similar operations at the departure of the vessel.

6.8. Immediately after mooring of the vessel at the berth of the Operator by means of the ship crew the anti-rat screens shall be installed on the mooring lines of the vessel for the entire time of docking of the vessel at the berths of the Operator.

6.9. The following is forbidden during the dockage of the vessel at the berth of the Operator without the permit of the latter:

- putting the main engine out of service;
- starting up of the propellers and other propulsion devices;
- painting and cleaning of external surfaces of the vessel, welding and other fire related work as well as other work which can cause damage to people, vessels and facilities of the Marine Terminal or negatively influence the operations in the terminal.
- performance of bunkering operations, discharge of oily waste water as well as other operations that can cause pollution of the Port harbor, berths and facilities of the Operator.

6.10. While in the Marine Terminal the vessel is allowed once to change its place of berthing at the Marine Terminal upon request of the Operator if this can be done without causing damage to the safety of the vessel and does not create obstacles for performance of the operations that the vessel called in the Marine Terminal for. The single change of berth stipulated in this clause performed by the request of the Operator shall be done at expenses of the Customer while release/receiving and unfixing/fixing of mooring lines of the vessel at berths are carried out by the Operator free of charge. In all other cases the change of berth shall be made on expense of the party that requested such change.

## **7. PASSENGER OPERATIONS**

7.1. Immediately after mooring of the vessel at the berth of the Marine Terminal the Customer shall notify the Operator in writing about the number of passengers onboard and submit confirmation documentation (copy of the general declaration submitted for the customs and border control); the Customer bears responsibility for veracity of the supplied data.

7.2. The disembarkation and embarkation of passengers and cruise crew members shall be carried out with use of marine equipment (gangways, etc.) that should be provided by the vessels and installed by crew members without causing damage to berths and other facilities of the Operator. Upon the separate agreement with the Operator, the Operator's equipment installed at berths by the Operator can be arranged and used with the Operator's assistance in the deployment of such equipment.

7.3. The disembarkation and embarkation of ferry passengers and ferry crew members shall be carried out with the help of special equipment (covered passenger gangway systems) which is installed on the berths of the Operator by the Operator.

7.4. If the equipment of the Operator is used for disembarkation and embarkation of the passengers and crew members the Customer shall notify the Operator about the shell doors which will be used and provide other information about the vessel that is necessary for installation and use of the equipment. The necessary connection and fixing of the equipment mentioned in the present clause to the board of the vessel must be performed by the ship crew without causing damage to such equipment.

7.5. The passengers and crew members of cruise and ferry vessels on the territory of the terminal have the right to use the relevant infrastructure of the Operator including the premises of the buildings

of the terminals with equipment.

7.6. The services for provision of the infrastructure of the Operator for the passengers and crew members of cruise and ferry vessels during disembarkation and embarkation as well as during going through the immigration control and territory of the terminal shall be paid for on the basis of contracts concluded by the Customer and the Operator for servicing of the vessels in accordance with the tariffs of the Operator and procedures of their application.

7.7. The procedure of passing through the border and customs control by passengers and crew members as well as the work order of the border control check point at the territory of the terminal, the usage mode of the terminal premises and other facilities are defined in accordance with the legislation of Russian Federation about state border by the administration of the border control office.

7.8. The movement of passengers and ship crew members on the territory of the Marine Terminal and to the city and back as well as arrangement of such movement is not within the scope of responsibilities of the Operator and if necessary should be regulated by the Customer or other person concerned; the regulations and conditions of control and movement of vehicles on the territory of the terminal stipulated by the Operator should be fulfilled.

## **8. OTHER CONDITIONS**

8.1. Smoking on the territory of the terminal is prohibited with exception of smoking in special locations.

8.2. In case of fire on the territory of the terminal or on a vessel docked at the berth of the Operator all other vessels shall activate their fire extinguishing systems and rescue equipment as well as main engine to become ready for assisting in fire fighting. The general alarm shall be triggered on the vessels located next to.

## **9. LIABILITY**

9.1. The Operator and the Customer take responsibility for failure to perform or improper performance of their obligations in accordance with the Rules and conditions of the contract signed by both parties.

9.2. The parties of the contract concluded by the Operator and the Customer become free from liability in the following cases:

9.2.1. The party does not bear liability for failure to perform the obligations if this party proves that the failure was caused by the uncontrollable condition that could not have been considered at the moment of signing of the contract or it was impossible to avoid or overcome this condition.

9.2.2. If the failure to perform the obligation by the party was caused by the failure of a third party subcontracted for fulfillment a part or overall conditions of the present contract this party is considered free from liability only in the case if it can be considered free from liability in accordance with the previous clause and the subcontracted party would be free from liability if the conditions of the indicated clause could be applied to that party.

9.2.3. The relief from liability stipulated in the present clause is applied only for the period while the obstacle exists.

9.2.4. The obstacle mentioned in the present clause can occur due to the following reasons which are included but not limited by the list below:

- declared or undeclared war, civil war, riots and revolutions, pirate attacks and sabotage;

- the natural disasters, hurricanes, cyclones, earthquakes, tsunamis, floods, lightning bolts caused damages;
- explosions, fires, damage of machinery equipment, plants and equipment;
- boycotts, strikes and lockouts, occupation of enterprises or their premises, gaps in operation of the enterprise;
- legal or illegal activities and regulations of state authority .

9.3. The party that does not fulfill its obligations must notify the other party about the obstacle to fulfill the obligations. If such notification was not received by the other party within the reasonable time after the party that does not fulfill the obligation becomes aware of such obstacle, this party bears responsibility for losses resulting from the fact the notification was not received.

9.4. Nothing in the current clause prevents each party from executing any other rights with exception of requests for reimbursement of losses on the basis of law and/ or concluded contract.

9.5. The liability of the Operator to the Customer in terms for failure and/or improper servicing of the vessels is limited by the amount, which shall be received by the Operator for servicing the vessel during the ship-call when such failure and/or improper servicing took place.

9.6. Damage caused by the Operator to a vessel, its passengers, crew members or other persons, as well as damage caused to Operator infrastructure facilities or its workers to the fault of the Customer or third parties engaged by them, shall be compensated in accordance with civil legislation of the Russian Federation and the conditions of the concluded contract.

9.7. Before filing a claim related to the fulfillment, cancellation or change of the contract concluded with the Operator the reclamation should be generated; the reply to the reclamation must be given within 20 days from the moment the reclamation is received. If the reply to the reclamation is not given as well as if there is no prove that the reclamation was received (given that there is proof that it was forwarded) by the addressee this cannot be regarded as an obstacle for filing a claim and hearing in arbitration.

## **10. PROCEDURES OF FORMATION OF CONTRACTS FOR SERVICES OF THE OPERATOR**

10.1. A person who is interested in the services of the Operator but who hasn't concluded the ship service contract in order stipulated by the clause 5.8 of the Rules shall address to the Operator in writing with request to conclude such Contract.

10.2. After receiving of the request referenced in the clause 10.1 the Operator sends to the person making request the list of documentation, which needs to be presented to the Operator at the time of conclusion of the contract and the draft of the contract. The Contract shall be concluded after the Operator receives all requested documentation and the essential conditions of the contract are approved by the parties.

Attachment #1 «Berths specification»

Attachment #2 «Marine Terminal layout»

Attachment #3 «Schedule form»

Attachment #4 «Regulations on calculating service costs for provision of infrastructure facilities of Passenger Port of St. Petersburg 'Marine Façade' PLC for passenger vessels»

## Attachment #1

### Rules of reception and servicing of vessels at the facilities of "PP of SPb MF" PLC

#### Operator Berths Specifications

# of the berth	Length of the berth, meters	Width of the berth, meters	Height of the berth above sea level*, meters	Designed depth at the berth, meters	General assignment of the berth	Operational time of the berth **
1	375	15.	3.2.	10,7	Mooring and docking of cruise vessels carrying out passenger operations	Summer navigation
2	218	15	3.2	10,7	Mooring and docking of cruise and ferry vessels carrying out passenger operations	All year around
3	269	15	3.2	10,7	Mooring and docking of cruise and ferry vessels carrying out passenger operations	All year around
4	271	15	3.2	10,7	Mooring and docking of cruise vessels carrying out passenger operations	Summer navigation
5	270	15	3.2	10,7	Mooring and docking of cruise vessels carrying out passenger operations	Summer navigation
6	288	15	3.2	10,7	Mooring and docking of cruise vessels carrying out passenger operations	Summer navigation
7	375	15	3.2	10,7	Mooring and docking of cruise vessels carrying out passenger operations	Summer navigation

\* - fresh water level according to Kronstadt tide gauge

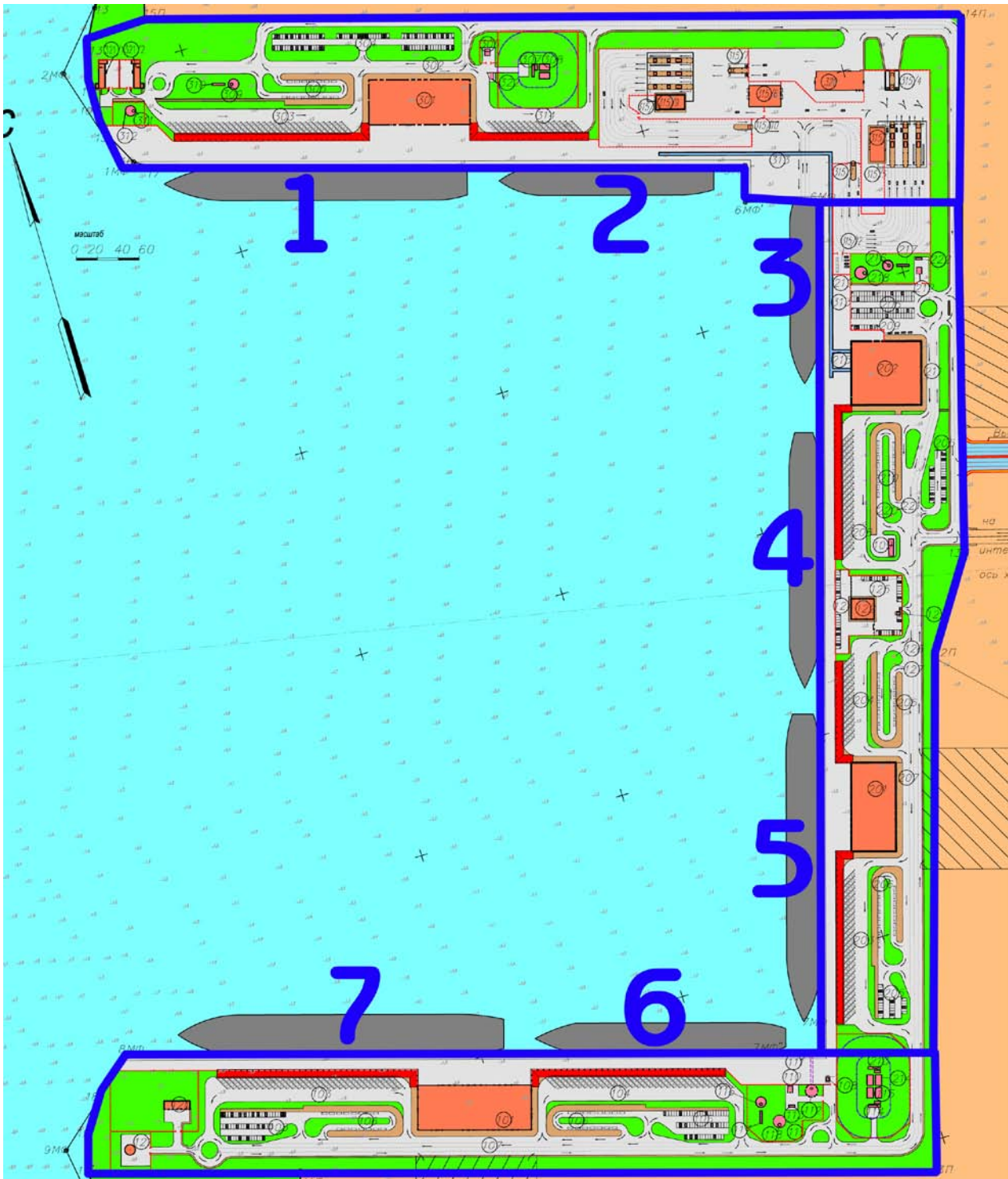
\*\* - the berth operation time is indicated basing on the purpose use of the berth; during the off time the different use of the berths can be applied if such application corresponds to the function of such facility (dockage of vessels, etc.) and on the basis of the corresponding agreement signed with the Operator.

All berths are equipped with mooring facilities and fenders. The mooring facilities are represented by tubes TSO-100; the fenders are manufactured by «Bridgestone». Each berth has a designed capacity to provide fresh water bunkering, waste water discharge, communal wastes and garbage removal.

**Attachment #2**

**Rules of reception and servicing of vessels at the facilities of "PP of SPb MF" PLC**

**Terminal LAYOUT**



### Attachment #3

#### Rules of reception and servicing of vessels at the facilities of "PP of SPb MF" PLC

##### “Schedule of accommodation and servicing by "PP of SPb MF" PLC of cruise ships of \_\_\_\_\_ (name of the Shipowner) during summer navigation of year \_\_\_\_\_”

St. Petersburg

“ “ \_\_\_\_\_ 200\_\_г.

«Passenger Port of St. Petersburg «Marine Facade» Public Limited Company \_\_\_\_\_  
(hereinafter referred to as Operator) represented by \_\_\_\_\_ acting in accordance with  
\_\_\_\_\_, from one side and \_\_\_\_\_ (he-  
reinafter referred to as Ship-owner), represented  
by \_\_\_\_\_, acting in accordance with  
\_\_\_\_\_, have come to the agreement on accommodation  
and servicing of the vessels operated by the ship-owner by "PP of SPb MF" PLC at the Marine Termin-  
al belonging to the latter in the Passenger Port of St. Petersburg (hereinafter referred to as “Marine  
Terminal”) during the period of the mentioned navigation and in accordance with the present schedule  
and Rules of reception and servicing of vessels at the facilities of "PP of SPb MF" PLC  
\_\_\_\_\_ (hereinafter referred to as Rules).

#	Name of vessel/main dimensions	Flag of the vessel	Time and date of the vessel mooring at the Marine Terminal berth	Place of berthing	Time and date of the vessel unmooring at the Marine Terminal berth
1.					
2.					
3.					
.....					

(Name, address, tax payer identification number, bank details)  
is assigned as a port agent of the ship-owner through which in accordance to the Rules the Ship-owner  
conducts interaction with the Operator regarding the servicing of vessels of the Ship-owner (the Customer)  
in the Port as well conducts dispute resolutions in this connection.

Operator	Ship-owner
Address, bank and other details (web-site, e-mail, telephone number, fax, etc.)	Address, bank and other details (web-site, e-mail, telephone number, fax, etc.)
Signature of the authorized person, name, position, stamp	Signature of the authorized person, name, position, stamp

## Attachment #4

### Rules of reception and servicing of vessels at the facilities of "PP of SPb MF" PLC

#### «Regulations on calculating service costs for provision of infrastructure facilities of Passenger Port of St. Petersburg 'Marine Façade' PLC for passenger vessels»

1. Services in providing Passenger Port of St. Petersburg 'Marine Façade' (hereinafter "Operator") infrastructure facilities to cruise ships and ferries (hereinafter "passenger vessels") are subject to payment in accordance with these Regulations.

2. Payment for services named in point 1 of these Regulations (hereinafter – payment for provision of Operator infrastructure facilities) shall be charged by the Operator for each entry of a passenger vessel admitted into the marine terminal.

3. Payment for provision of Operator infrastructure facilities to a specific passenger vessel shall be calculated proceeding from the total number of passengers:

- Completing a cruise on the given vessel in the Port of St. Petersburg;
- Beginning a cruise (journey) on board the given vessel in the Port of St. Petersburg;
- Transiting through the Port of St. Petersburg on board the given vessel;

through multiplying the total number of passengers by the established rate of payment for providing Operator infrastructure facilities.

The payment is charged for each category of passenger once per vessel entry.

4. In the event that the actual number of cruise ship passengers counted in determining the sum of payment for provision of Operator infrastructure facilities according to point 3 of these Regulations amounts to less than 1,200 (one thousand two hundred) persons, payment for provision of Operator infrastructure facilities will be calculated by multiplying the rate of payment for provision of Operator infrastructure facilities by 1,200 (one thousand two hundred).

5. Payment for provision of Operator infrastructure facilities includes the cost of preparing, in accordance with the rules applicable to marine transport, the Operator's marine terminal for admission and anchorage of a passenger vessel during the normative time frame established in these Regulations, as well as the cost of one operation for the admission of mooring lines cast from passenger vessels and their bracing on quayside mooring gear, and one operation for their release and cast-off on the departure of the vessel from the Operator mooring.

6. The established normative time frame for the stay of a passenger vessel at an Operator mooring amounts to 40 (forty) hours per entry and is calculated from the moment the mooring lines are cast from the relevant vessel upon entry to the moment the mooring lines are cast off upon exit of the given vessel from the Operator mooring (hereinafter "normative time frame").

7. In the event that the time of stay of a passenger vessel at an Operator mooring exceeds the normative time frame stipulated in these Regulations, and said excess is not caused by a hindrance to the exit of the vessel, the prevention of which is beyond the capacity of the Agent, the Ship Owner, the captain of the vessel, the Operator company, charterer, and other persons with a relationship to the passenger vessel subject to payment, the sum of the Fees for provision of Operator infrastructure facilities shall increase by 1/40 (one-fortieth) part for each additional hour of stay by the passenger vessel at the marine terminal - for this purpose, time less than an hour will be taken as an hour in the calculation.

8. For estimation of services rendered in the provision of OAO PP SPB MF marine terminal infrastructure facilities to passenger vessels whose request for admission and service at the Passenger Port of St. Petersburg came in after the approval date for the vessel entry schedule for marine traffic, and the vessel indicated has already applied for admission at a mooring not belonging to OAO PP SPB MF, the established multipliers shall be applied to the base rate of payment for the provision of Operator infrastructure facilities.

9. Payment for provision of Operator infrastructure facilities is subject to deposit in Russian roubles.

10. These regulations shall not apply in determining the amount charged for services in provid-



ing Operator infrastructure facilities for the mooring and stay of vessels not carrying out passenger and cargo operations at the time