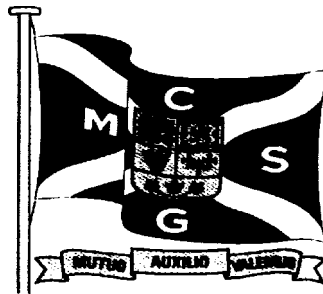


COLLECTIVE AGREEMENT

BETWEEN: Canadian Merchant Service Guild
(hereinafter referred to as the "Guild")



AND: Star of Fortune Gaming Management (BC) Corp.
(hereinafter referred to as the "Company")



Effective Date
September ■ 2004 — August 31, 2007

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COLLECTIVE AGREEMENT

BETWEEN: CANADIAN MERCHANT SERVICE GUILD
(hereinafter called the "Guild")

AND: STAR of FORTUNE GAMING MANAGEMENT (BC) CORP.
(hereinafter called the "Employer")

WHEREAS an Agreement has been reached between Star of Fortune Gaming Management (BC) Corp. and the Canadian Merchant Service Guild on behalf of the Officers in the Company's service with reference to wages and working conditions of said Officers:

THEREFORE, this Agreement witnesseth that the Parties hereto mutually covenant and agree to and with each other as follows:

PREAMBLE

The intent of this Agreement is to ensure for the Company, the Guild and the Officers employed by the Company, the full benefits of orderly and legal collective bargaining, and to promote harmonious employment relationships between the Parties.

It is also the intent of this Agreement to ensure to the extent possible the safety and physical welfare of the Officers.

It is recognized the Company's business is hospitality and tourism. The Company strives to deliver the utmost in customer satisfaction through service. It is the responsibility of the Officers covered by this Collective Agreement to fulfil this objective.

It is recognized that the Company exercises rights and responsibilities as Management, which may be subject to the terms of this Collective Agreement. Management of the Company is vested solely in Management.

The Parties agree to jointly foster a harassment free work place and be bound by the Human Rights Act, Statutes and Law of Canada.

As signatories to this Agreement, it shall be the duty of the Company and the Guild to abide by the terms set out hereinafter.

ARTICLE 1 — RECOGNITION

- 1.1 The Company recognizes the Guild as the sole bargaining agent for all Officers employed on vessels owned and/or operated by the Company.
- 1.2 The Company will employ, as Officers only, members of the Guild in good standing.
- 1.3 Membership in the Guild shall be a condition of employment.
- 1.4 The Company recognizes the Guild as a source of supply for all Officers covered by this Collective Agreement and may request same from the Office of the Guild.
- 1.5 Effective from the signing of this Agreement, the Company shall deduct, from the last pay period in each month, from the wages due and payable to each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly membership fees and assessments.
These deductions shall be forwarded to the Guild, to the attention of the Secretary/Treasurer, in Coquitlam, BC, within sixty (60) days, together with a list in duplicate, showing the month and names of the Officers to whom said deductions are to be credited.
- 1.6 The Company agrees that the only vessels covered by a Union Agreement which is recognized by the Canada Labour Code or the British Columbia Labour Code will be utilized to perform work. It is understood that exceptions may occur where such vessels are unavailable for, or unsuited to, a specific job.
- 1.7 Where a vessel covered by this Agreement is sold to another Company or individual, satisfactory proof of such sale shall be provided to the Guild. For greater clarity, the Parties agree that vessels described above are listed in Appendix “B”, and the Parties recognize that the list may be altered from time to time, Additions to the Company’s fleet of existing vessels shall be covered by the Agreement.
- 1.8 An Apprentice Engineer may join the Guild and pay the applicable dues to obtain status on the Hiring Hall Board.

ARTICLE 2 — HOURS of WORK

- 2.1 The principle of the forty (40) hour work week is recognized in this Collective Agreement.
- 2.2 There are two (2) work systems that Officers may be assigned to and they are the 10 and 5 nine (9) hour system or the day-for-day twelve (12) hour system, and they will be applied as follows:
- 2.3 **Ten (10) and Five (5) Nine (9) Hour System**
 - a) Hours of work shall be designated so that the Officers work nine (9) hours in a calendar day inclusive of meal and break periods, and
 - b) The work schedule shall be ten (10) days on duty followed by five (5) days off. The Officers will be scheduled for ten (10) days of day shift and ten (10) days of evening shift in alternate work periods.

- c) Officers shall be scheduled for a minimum of nine (9) hours per shift. For each hour or portion thereof over nine (9) hours, Officers shall be paid in one (1) hour increments.
- d) Officers working beyond eight (8) hours on any day shall be paid overtime.

2.4 Day-for-Day Twelve (12) Hour System

- a) Hours of work shall be designated so that Officers work twelve (12) hours in a calendar day inclusive of meal and break periods, and
- b) The work schedule shall be seven (7) days on duty followed by seven (7) days off. The Officers will be scheduled seven (7) days of day shift, seven (7) days off, seven (7) days of night shift, then seven (7) days off.
- c) Officers working beyond twelve (12) hours in any day shall be paid overtime.

2.5 The overtime rate shall be double time (2x) the straight time rate.

2.6 All overtime rates provided in this Agreement shall accrue in one (1) hour increments for the first hour and then one-half (½) hour increments thereafter.

2.7 A penalty of one-half (½) hours pay will be charged against Officers reporting late for duty.

2.8 Work schedules for the following month days shall be posted by the twentieth (20th) day of the month.

2.9 Officers shall have the right to exchange scheduled shifts when such exchanges are put in writing and approved by the Manager.

ARTICLE 3 — RATES of PAY

3.1 Rates of Pay for all bargaining unit positions shall be as contained in Appendix “A”.

Effective Date of Ratification:	three per cent (3%)
Effective September 1,2005:	three per cent (3%)
Effective September 1,2006:	three per cent (3%)

3.2 Salary shall be paid bi-weekly.

ARTICLE 4 — LEGAL DEFENCE INSURANCE

4.1 Legal defence insurance for Employees covered by this Agreement shall be provided in the following manner:

- a) The Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of twenty-seven dollars (\$27.00) per month for each Employee in its employ.

4.2 The Company and Employees shall be advised as to the terms, conditions and extent of coverage so placed.

4.3 “Employee” means Employees who are members in good standing of the Guild.

ARTICLE 5 — PENSION PLAN

- 5.1** The Employer will contribute monthly to the Officer's Self Directed Registered Retirement Savings Plan (SDRRSP) a total of five and one-half (5%) per cent of each Officer's monthly gross rate of pay actually paid to the Officer each month.
Officers for whom the five and one-half (5%) per cent contribution is made will contribute concurrently by payroll deduction five and one-half (5%) per cent on their own behalf.
- 5.2** All contributions referred to under 5.1 above are exclusive of any contributions required for the Canada Pension Plan.
- 5.3** The Company will forward to the Financial Institution of the Officer's choice the monthly contribution showing all contributions made on behalf of the Officer on the payroll that month.
- 5.4** Where a Company is remiss in forwarding pension contributions, it shall be responsible for its contributions and any lost interest for any period beyond thirty (30) days.
- 5.5** Registered Retirement Savings Plan contributions shall commence as of the first (1st) day of employment.

ARTICLE 6 — BOARDING PASS

- 6.1** Guild Representatives shall be given access to Company property and aboard Company vessels either by checking with the Company office or by possession of a Boarding Pass issued by the Company. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.
- 6.2** At times when the Company offices are not open, permission shall be obtained from the Master of the vessel. It is agreed that the Company assumes no liability for injury to any Guild Representative while he is on Company property.

ARTICLE 7 — WARRANTY of CONTINUOUS OPERATION

- 7.1** The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.
- 7.2** There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.
- 7.3** Refusal to pass through a picket line which has not been held to be illegal shall not be construed as a violation of this Article.

ARTICLE 8 — BENEFIT PLAN

- 8.1** The Company has the option of providing a medical plan that is equal to or exceeds the benefits of the CMC/GUILD plan in effect October 1st, 2003 or the Company may participate in the Guild plan according to the following.
- 8.2** The Company shall pay to the Guild a monthly contribution of eight hundred twenty six dollars (\$826.00) or such higher rates as may be in effect with CMC for each eligible Employee in its Employ in lieu of providing a Health Benefit Plan including but not limited to Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity, Extended Health Care, Long Term Disability and Dental Coverage.
- 8.3** The Guild shall provide a Health Benefit Plan for all eligible Employees utilizing all of the contributions received under 8.1 above.
- 8.4** An Employee must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this Article.
- 8.5** Contributions will be pro rated for those Employees who are eligible and who are employed for a part month.
- 8.6** All eligible Employees will have contributions made for them on completion of ninety (90) days continuous employment.
- 8.7** Employees absent due to disability, temporary layoff or leave of absence on the date they would normally become eligible, shall be eligible for contributions from their date of return to active full-time employment.
- 8.8** Contributions will commence immediately for any eligible Employee who returns to active full-time employment within six (6) months of the date of his leaving employment. If an Employee does not return to active full-time employment within the six (6) month period, he will be considered a new employee and will be subject to the completion of ninety (90) days continuous employment.
Where an employee retains recall rights under Article 12.8, he shall not be subject to the waiting period on return-to-work.
- 8.9** When an employee is on Weekly Indemnity or WCB benefits for up to fifty-two (52) weeks, the Employer will pay the full contribution under (8.1) above, and the BC Medical Plan Premium. An employee who is put on layoff when on these benefits will continue to have these premiums paid by the Company.
- 8.10** Any rebate of EI Premiums shall continue to be retained by the Employer to offset contributions.
- 8.11** The Employer will continue to pay one hundred per cent (100%) of the premium of the BC Medical Services Plan.

ARTICLE 9 – ANNUAL VACATION

- 9.1 Officers shall be paid vacation pay of four per cent (4%) of gross wages earned per year up to and including the second (2nd) year of consecutive service.
- 9.2 Officers shall be paid vacation pay of six per cent (6%) of gross wages earned during per year for the third (3rd) year of service up to and including the seventh (7th) year of consecutive service.
- 9.3 Officers shall be paid vacation pay of eight per cent (8%) of gross wages earned per year for the eighth (8th) and succeeding years of consecutive service.
- 9.4 For the purpose of this clause, the term "gross pay" shall include all monies credited as a result of wages, overtime, subsistence and previous vacation pay.
- 9.5 Casual Officers or Officers terminating their employment shall be paid all vacation pay due them up to the date of leaving, calculated in accordance with paragraphs 9.1 to 9.3 inclusive, of this clause.

ARTICLE 10 – DESIGNATED HOLIDAYS

- 10.1 All Officers will be given eleven (11) designated holidays with pay, namely:

New Years Day	BC Day (1 st Monday in August)
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

If not possible, and they are called upon to work on any of these days, they shall be paid at the rate of time and one-half (1½) the applicable rate in addition to their normal days pay.

- 10.2 Officers shall be paid for the statutory holiday if they work twenty-four (24) hours in the preceding pay period or, work the day prior to and the day after the statutory holiday.

ARTICLE 11 – UNIFORMS

- 11.1 If the Company requires an Officer to wear a uniform, the Company shall provide such uniform.
- 11.2 If the Company requires an Officer to wear a cap, cap badges, crests, braids and buttons, the Company will provide such items to the Officer.
- 11.3 Engineers on all vessels shall be issued four (4) pairs of coveralls.

- 11.4** Officers shall be responsible for cleaning of uniforms and coveralls.
The Company will reimburse all cleaning costs on presentation of receipts from the cleaning firm.
- 11.5** All provided uniforms remain Company property and are to be returned upon cessation of employment with the Company.
- 11.6** New or casual Officers shall be provided uniforms after completing thirty (30) days of work.

ARTICLE 12 — SENIORITY

- 12.1** Seniority list(s) of all employees shall be drawn up indicating company service.
- 12.2** There shall be two (2) categories of seniority, one being full time or regular employees and the other being part-time helief employees.
- 12.3** A full-time Officer shall acquire seniority as of the date of his/her employment with the Company as an Officer upon completion of six (6) months of work in that category.
A part-time helief Officer shall acquire seniority based on the number of days worked upon completion of sixty (60) days of work.
- 12.4** Officers shall have the right to be promoted on the basis of their seniority subject to qualifications, experience and ability being sufficient to do the job.
A full-time employee may revert to a vacant part-time helief position and they shall retain their original seniority date.
- 12.5** Two (2) employees may request to work up to half (½) time subject to the approval of the Company. Such arrangements shall be renewed on an annual basis. The work/leave of absence arrangement shall be mutually agreed between the Officers and the Company. The intent of this clause is retirement phase in not alternative employment.
Such Officers shall only accrue seniority and service for the actual days worked and the corresponding leave period (work cycle leave). The Company shall maintain Pension payments and Benefit Plan coverage for the time worked and the corresponding leave period and vacation time earned. The Officer shall be required to pay his/her pro rata share of health benefit premiums for the period of leave. The Officer shall only be entitled to the designated holidays which fall within his/her work period or within the provisions of Article 10.2.
- 12.6** Employees who are hired on a part-time helief basis shall be allocated work in a fair and impartial manner according to their seniority.
- 12.7** In cases of layoff or recall service seniority shall be the determining factor.

- 12.8** Realignment of positions due to layoff shall be in accordance with the sequence set out below subject to qualifications, experience and ability being sufficient to do the job:
- number of Masters retained in accordance with the Master's seniority
 - displaced Master's are then transferred to the First Mates list in accordance with their service seniority and the number of First Mates retained in accordance with their service seniority
 - remaining displaced Deck Officer's are then transferred to the Second Mates list in accordance with their service seniority and Second Mates will be retained in accordance with their service seniority,
 - number of Chief Engineers retained in accordance with the Chief Engineer's seniority
 - displaced Chief Engineer's are then transferred to the Second Engineers list in accordance with their service seniority and Second Engineers will be retained in accordance with their service seniority.
- 12.9** An Officer who has been laid-off will retain his/her seniority and the right to be recalled for a period up to twelve (12) months from the date of layoff. Laid-off full-time Officers will be recalled first. An Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service. Reasonable notice shall be not less than twenty-one (21) days by Double Registered Mail.
- 12.10** An Officer shall lose all seniority when:
- he/she resigns,
 - is discharged from the Company for just cause, or
 - in the case of part-time relief Officers who decline seven (7) work assignments in a twelve (12) month period.
- 12.11** An Officer who takes other employment while on leave, within the marine industry, shall lose his/her seniority with the Company as a result of his own actions.

ARTICLE 13 — LEAVE of ABSENCE

- 13.1** The Company will grant a leave of absence to employees suffering injury or illness subject to a medical certificate if required by the Employer.
- 13.2** An employee shall be entitled to compassionate unpaid leave of up to three (3) days to attend to urgent domestic affairs. Leave of more than three (3) days may be taken subject to Company approval, if circumstances warrant.
- 13.3** An Employee who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness or Crown Witness, shall be granted leave without pay.

- 13.4** Where an Employee represents the Company in a court action, or is required to be available on behalf of the Company, the Employee will be paid while on such duty, provided such court action is not occasioned by the Employee's private affairs.
- 13.5** Bereavement leave is provided in accordance with the provisions of Section 53 of the BC Employment Standards Act and immediate family means, in respect of any Employee, the spouse, children, sister, brother, parent, mother-in-law, father-in-law or grand parent of the Employee, and includes any relative permanently residing in the Employee's household or with whom the Employee resides.
- 13.6** When an Employee on leave of absence takes employment with another Company within the Marine Industry, he shall be deemed to have terminated employment with the Company.
- 13.7** Notwithstanding 13.6 above, upon application from an Employee the Company, with the Guild's concurrence, may grant a leave of absence of up to two (2) years to an employee who desires to work off-shore with an Employer engaged in foreign-going shipping. Such an employee's seniority shall remain dormant from the time the leave is granted and until the employee returns to the employ of the Company.

ARTICLE 14 — DISPUTES and APPEALS

- 14.1** All disputes and appeals arising out of this Agreement, which cannot be settled directly between the Company and the employee, or the Company and the Guild, within thirty (30) days, shall be handled in accordance with the following procedure.
- 14.2** The Party desiring to arbitrate under this procedure shall notify the other Party in writing of the particulars of the matter in dispute.
- 14.3** The Party receiving such notice shall, within five (5) days thereafter, meet with the Party desiring to arbitrate and they shall agree upon a single Arbitrator, who will decide the issue, or issues in dispute.
- 14.4** Should the Parties fail to agree upon a single Arbitrator, they shall request the Labour Relations Board of British Columbia to appoint an Arbitrator.
- 14.5** The Arbitrator, being thus appointed, shall sit, hear the Parties, settle the terms of the question or questions to be arbitrated, and make his award within ten (10) days from the date of his appointment, providing the time may be extended by mutual consent of the Parties. The Arbitrator shall deliver his award in writing to each Party concerned, and the award shall be final and binding on both Parties and they shall carry it out forthwith.
- 14.6** Any expense in connection with the appointment of the Arbitrator shall be equally divided between the Parties.
- Each Party hereto shall respectively assume any expense in connection with the attendance of their Representative at the sittings of the Arbitrator.

ARTICLE 15 — MEDICAL EXAMINATIONS

- 15.1** It is agreed that the Company has the right to have all employees medically examined for fitness and any employee found medically unfit for service at sea shall not be employed, or, if employed, may be dismissed. Medical examination shall be at the Company's expense. The employee shall be compensated with four (4) hours pay for each such examination except for pre-employment medical.
- 15.2** Where the Company refuses to employ an Officer or discharges an Officer for medical reasons, the question of the Officer's fitness for full sea duties in the category in which he is to be employed may be referred to a competent medical authority, acceptable to the Company, the Guild and the Officer concerned for determination acceptable to the Company, the Guild and the Officer concerned.
- 15.3** The Company will pay up to one hundred ten dollars (\$110.00) of the doctor's charge for a MOT required medical exam for Continued Proficiency Certification.

ARTICLE 16 — HIRING HALL FEE

- 17.1** The Company shall pay monthly to the Guild the agreed Hiring Hall Fee as set out below per Employee per payroll day for each day the Employee is employed.
- | | |
|---------------------------------|---|
| Effective Date of Ratification: | one dollar and twenty-two cents (\$1.22) |
| Effective September 1, 2005: | one dollar and twenty-six cents (\$1.26) |
| Effective September 1, 2006: | one dollar and twenty-nine cents (\$1.29) |

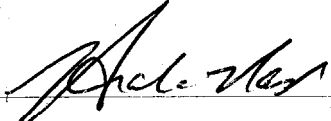
ARTICLE 17 — SEVERANCE PAY

- 18.1** Officers with more than one (1) year's service, who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of Officers, will be entitled to severance pay. Severance pay will be paid in the following manner:
- one (1) week's pay for each year of service (to last day worked) with the Company as an employee.
- The calculation of one (1) week's pay is the annual salary divided by 52.178571. (See Interpretation of Language from Memorandum of Agreement attached).

ARTICLE 18 — TERM

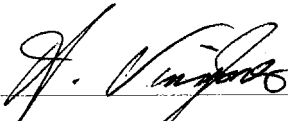
- 19.1 This Agreement shall be for a term of three (3) years with an effective date of September, 1st, 2004 to August 31st, 2007.
- 19.2 Either Party may provide four (4) months notice in writing of their desire to revise, amend or terminate this agreement after May 1st, 2007. After such notice has been given, specific proposals (if any) must be submitted, and negotiations commenced within ten (10) days of the date of such notice.

**EXECUTED on BEHALF of
STAR of FORTUNE GAMING
MANAGEMENT (BC) CORP.**

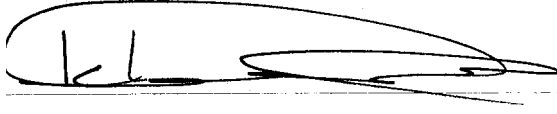


Graham Nash — Chief Financial Officer

**EXECUTED on BEHALF
of the
CANADIAN MERCHANT SERVICE GUILD**



Captain Arnold Vingsnes — Secretary Treasurer



Wally Fawkes — Business Agent

Dated at New Westminster, BC	this 28 day of	March, 2005
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APPENDIX "A - 1"

WAGE RATES

(10 Days On - 5 Days Off System — 9-Hour Day System)

Effective November 15th, 2004 — 3% (Date of Ratification)

Position	Senior Master	Master	Chief Engineer	First Mate	Electrician	Second Mate Jnr. Engineer
Annual	\$102,610.90	\$85,492.85	\$81,231.60	\$74,998.00	\$72,733.45	\$70,541.95
Monthly	8,550.91	7,124.40	6,769.30	6,249.83	6,061.12	5,878.50
By-Weekly	3,983.11	3,276.97	3,113.63	2,874.70	2,787.90	2,703.90
Hourly	42.14	35.11	33.36	30.80	29.87	28.97
Overtime	84.28	70.22	66.72	61.60	59.74	57.94

Effective September 1, 2005 — 3%

Position	Senior Master	Master	Chief Engineer	First Mate	Electrician	Second Mate Jnr. Engineer
Annual	\$105,679.00	\$88,049.60	\$83,666.60	\$77,238.20	\$74,924.95	\$72,660.40
Monthly	8,806.58	7,337.47	6,972.22	6,436.52	6,243.74	6,055.03
By-Weekly	4,050.71	3,374.97	3,206.97	2,960.56	2,871.90	1,895.64
Hourly	43.40	36.16	34.36	31.72	30.77	29.84
Overtime	86.80	72.32	68.72	63.44	61.54	59.68

Position	Senior Master	Master	Chief Engineer	First Mate	Electrician	Second Mate Jnr. Engineer
Annual	\$108,844.50	\$90,679.40	\$86,174.65	\$79,551.45	\$77,165.15	\$74,827.55
Monthly	9,070.37	7,556.62	7,181.22	6,629.29	6,430.43	6,235.63
By-Weekly	4,172.04	3,475.77	3,303.10	3,049.23	2,957.76	2,868.16
Hourly	44.70	37.24	35.39	32.67	31.69	30.73
Overtime	89.40	74.48	70.78	65.34	63.38	61.46

NOTES

- 365.25 days divided by 15 equals annual number of work periods or 24.35
- 365.25 days divided by 14 equals number of by-weekly pay periods or 26.089
- earnings per work period equals the hourly rate times 8 plus 1 hour OT, or
- $\$31.00 \times 8 = \$248.00 + 62.00 = \$310.00 \times 10 = \$3,100.00$
- $\$3,100.00 \times 24.35 = \$75,485.00$ (*Annual Salary*)
- $\$75,485.00 \div 12 = \$6,290.42$ (*Monthly Pay*)
- $\$75,485.00 \div 26.089 = \$2,893.37$ (*By-Weekly Pay*)

APPENDIX "A - 1"

WAGE RATES

(Time-On and Time-Off System — 12-Hour Day-for-Day System)

Effective November 15th, 2004 — 3% (Date of Ratification)

Position	Senior Master	Master	Chief Engineer	First Mate	Electrician	Second Mate Jnr. Engineer
Annual	\$88,040.14	\$73,352.86	\$69,696.71	\$64,348.28	\$62,405.29	\$60,524.99
Monthly	7,336.68	6,112.74	5,808.06	5,362.36	5,200.44	5,043.75
By-Weekly	3,374.61	2,811.64	2,671.50	2,466.49	2,392.01	2,319.94
Hourly	42.14	35.11	33.36	30.80	29.87	28.97
Overtime	84.27	70.22	66.72	61.60	59.74	57.94

Position	Senior Master	Master	Chief Engineer	First Mate	Electrician	Second Mate Jnr. Engineer
Annual	\$90,672.58	\$75,525.66	\$71,785.94	\$66,270.37	\$64,285.60	\$62,342.62
Monthly	7,556.05	6,293.80	5,982.16	5,522.53	5,357.13	5,195.22
By-Weekly	3,475.51	2,894.92	2,751.58	2,540.16	2,464.09	2,389.61
Hourly	43.40	36.15	34.36	31.72	30.77	29.84
Overtime	86.80	72.30	68.72	63.44	61.54	59.68

Position	Senior Master	Master	Chief Engineer	First Mate	Electrician	Second Mate Jnr. Engineer
Annual	\$93,409.47	\$77,802.92	\$73,937.84	\$68,255.14	\$66,207.69	\$64,202.04
Monthly	7,784.12	6,483.58	6,161.49	5,687.93	5,517.31	5,350.17
By-Weekly	3,580.41	2,982.21	2,834.06	2,616.24	2,537.76	2,460.88
Hourly	44.71	37.24	35.39	32.67	31.69	30.73
Overtime	89.42	74.48	70.78	65.34	63.38	61.46

NOTES

- Day-for-day system = $365.25 \div 2 \times 12 =$ total annual hours, or
 $365.25 \div 2 = 182.625 \times 12 = 2,191.5$ total annual hours
- $365.25 \text{ days} \div 7 = 52.178571 \times 40 = 2,087.1428$ annual hours
- $2,191.5 - 2,087.1428 = 104.3572$ annual hours scheduled OT
- Annual salary = hourly rate $\times 2,087.1428 + 104.3572$ hours at OT rate, or
- $\$31.00 \times 2,087.1428 = \$64,470.43 + (\$62.00 \times 104.3572) \$6,470.15 = \$70,940.58$
- $\$70,940.58 \div 12 = \$5,911.71$ (*Monthly Pay*)
- $\$70,940.58 \div 26.089 = \$2,719.18$ (*By-Weekly Pay*)

APPENDIX "B"

RE: LIST of VESSELS

Royal City Star

LETTER of UNDERSTANDING #99 — ■

RE: HOURS of WORK

The Company and the Guild agree to negotiate the hours of work on behalf of the Officers covered by this Agreement should the need, as determined by the Company, arise due to the implementation of new and/or different scheduling.

SIGNED on BEHALF of the
CANADIAN MERCHANT SERVICE GUILD

SIGNED on BEHALF of
STAR of FORTUNE GAMING MANAGEMENT (BC) CORP.

LETTER of UNDERSTANDING #99 — 2

RE: SENIOR MASTER

This letter will confirm the understanding reached between Star of Fortune Gaming Management (BC) Corp. and the Canadian Merchant Service Guild with respect to the position of "Senior Master".

The Parties agree this position is considered an essential service and further agree that this position is specifically excluded from the provisions of Article 12 of this Collective Agreement.

The Canadian Merchant Service Guild recognizes the unique responsibilities of the position of "Senior Master" and his responsibilities to the Company.

HOURS of WORK

The hours of work and additional remuneration for this position shall be set by the Company in consultation with the "Senior Master".

SIGNED on BEHALF of the
CANADIAN MERCHANT SERVICE GUILD

SIGNED on BEHALF of
STAR of FORTUNE GAMING MANAGEMENT (BC) CORP.

Dated at New Westminster, BC, this _____ day of _____, 2005.

LETTER of UNDERSTANDING #99 — 3

RE: SUBSISTENCE and PARKING

This letter will confirm the understanding reached between Star of Fortune Gaming Management (BC) Corp. and the Canadian Merchant Service Guild with respect to the providing of meals and parking.

SUBSISTENCE

The Company will provide an allowance of ten dollars (\$10.00) per day worked for Officers.

PARKING

The Company will provide parking at no cost to the Marine Officers.

SIGNED on BEHALF of the
CANADIAN MERCHANT SERVICE GUILD

SIGNED on BEHALF of
STAR of FORTUNE GAMING MANAGEMENT (BC) CORP.

Dated at New Westminster, BC, this _____ day of _____, 2005.

INTERPRETATION of LANGUAGE

RE: **ARTICLE 18.1 — SEVERANCE PAY**

The Parties Agree to the Following Interpretation of Language:

The Parties agree that Article 18.1 of the Collective Agreement shall be interpreted so that the severance provision is considered non-working notice, with severance pay being paid out on the last day worked.

Where severance paid is paid to an employee, recall rights do not apply.