

Memorandum of Understanding

For the

LNG Canada Project

By and Between

Construction Labour Relations Association of BC
On its own behalf and on behalf of Fluor Constructors Canada Ltd.

And

Bargaining Council of British Columbia Building Trades Unions

Sept 26, 2017- 4:45 PM

1.00 Scope

- 1.01 Construction of Liquefied Natural Gas (LNG) processing units, LNG storage tanks, LNG loading lines, marine offloading facility and LNG export marine terminal, condensate rail yard, water treatment facility, and flare stacks at the site near Kitimat, British Columbia (excluding off site fabrication facilities).
- 1.02 Construction pursuant to this MOU will be deemed to be completed when the owner has assumed possession of such work or component portion.
- 1.03 If a contractor performs additional construction, preservation, or commissioning and start-up work in respect of an aspect of the Project after it is assumed by the owner, then this MOU may also apply to that work at the Owner's sole discretion.

2.00 Relationship to Local Union Collective Agreements

- 2.01 The Local Union Collective Agreements shall govern the relationship of the signatory Parties with respect to the LNG Canada project (Project), except as is modified by this Memorandum Of Understanding (MOU) and any Addendum(s). Wherever and to the extent that there are differences between the Local Union Collective Agreements and this MOU, the terms of this MOU shall prevail.
- 2.02 Where the renewal, negotiation or re-negotiation of such Local Union Collective Agreements result in changes to wages, benefits, or required employer or member administrative remissions, and, as long as these changes do not single out LNG projects for additional costs, such changes shall be paid on the effective date agreed to between Construction Labour Relations Association of BC (CLR) and the Local Union(s), subject to the provisions of this MOU.
- 2.03 The Industrial monetary package for each Local Union in effect for the duration of this Project shall be those in effect on May 1, 2018. For the IBEW the applicable monetary package shall be the Enabled Industrial Projects monetary package in effect on May 1, 2018. These industrial monetary packages will be in effect until April 30, 2020 at which time clause 2.02 above will be triggered with the proviso that the parties will by February 1, 2020 meet to confirm the acceptance of the allocations and timing of adjustments based upon their impact to the Project.
- 2.04 All Employer contributions, with the exception of Pension, shall be calculated on the basis of "hours worked". Employer contributions to Pension shall be calculated on the basis of "hours earned".
- 2.05 The Parties recognize the Jurisdictional Assignment Plan of the BC Construction Industry.

3.00 Jurisdiction

- 3.01 The Contractor agrees to hold a pre-job mark-up meeting for the Project.
- 3.02 On certain portions of the Project, where an integration of composite crews would maximize efficiency, the Union agrees to implement such work crews based on the following criteria.
- a. The use of work teams shall be non-precedential and non-citable and cannot be used against either Party in any future disputes.
 - b. The Employer may request work teams be established to perform specific tasks based on a particular situation.
 - c. The Employer will, in writing, notify the Unions involved of their proposed work team.
 - d. The Employer and the Unions involved in the work team will meet and mutually agree on the make-up of the team.
 - e. If work crews are established, any party involved in the work team may notify the others in the event issues arise and the parties will meet to resolve those issues.
 - f. Upon identifying an issue with a particular work team, the shop stewards of the affected Unions and site management will meet and make every reasonable effort to resolve the issue.
 - g. Should the issue be not resolvable on site, then a meeting with the Business Managers, CLR and the Contractor will be convened and the parties will make every reasonable

effort to resolve the issue(s).

4.00 Site Stability

4.01 The Parties acknowledge that this MOU is designed to achieve labour relations stability on the Project. It is a violation of this MOU for any of the Parties, International Unions, Employees, or Local Union members to do anything to harm, delay, or otherwise impede construction of the Project. Any individual(s) engaging in such conduct may be subject to immediate removal from the Project and any of the Parties involved in, or responsible, for such conduct may be held liable for any and all financial or other losses resulting from such a violation.

4.02 During the term of this MOU, there shall be no strikes, lockouts, work stoppages, work slowdowns, work-to-rule, or other disruptive activity, for any reason, by any Party, Local Union member (including permitted members), International Union, International Union representative(s), or Employee which in any way interferes with or otherwise restricts the progress of the Project. In the event of any such disruptive activity, the Parties will undertake immediate action and instruct the offending individual(s) to cease the disruptive activity. The Local Unions agree that in the event of any strike or lock-out commenced pursuant to the Labour Relations Code, such strike or lock-out shall not apply to the Project. The Local Unions and Council waive any right they may have at law to commence, or require that any such strike be conducted, under the Labour Relations Code as it applies to the Project.

4.03 For the purposes of this MOU, it is understood that the following circumstances will not constitute a strike, work stoppage, disruptive activities or a lock out of Employees:

- a. A suspension of work or a shutdown of any or all of the Project which is deemed necessary for the safety, health or security of any person on the Project; or
- b. A suspension of any of the work or a shutdown of any or all of the Project which arises due to an emergency, environmental or other reasons beyond the control of the Contractor, including unsuitable weather conditions; or
- c. A suspension of work or a shutdown of any or all of the Project directed by the Owner to accommodate a declared break established for the Project; or
- d. A suspension of the work or a shutdown of any or all of the Project at any time during the construction Project, directed by the Owner due to economic or any other unforeseen reasons or circumstances; or
- e. A suspension of work or extension of the duration of the Project by the Owner.

5.00 No Bargaining Relationship for the Owner or the General Contractor

5.01 It is agreed that no bargaining relationship is created with the Owner, or the General Contractor, or any of their subsidiaries and/or affiliates (with the exception of the companies signatory to this MOU) or their successors, or any of their project partners, with the Local Union(s) or Council, pursuant to the Labour Relations Code.

5.02 Similarly, where the General Contractor has participated in any way in the negotiation or administration of this MOU, it is only for the purposes of this MOU and the enhancement of the Project and in no way can be construed to create a bargaining relationship or bargaining rights, or take actions which would in any way bind the Owner or General Contractor to any Local Union Collective Agreement with any Local Union or Council.

5.03 The Owner may establish Project/site rules and policies including rules and policies with respect to accommodation, health and safety, security, workplace conduct and access to the Project/Site. All Employees and Union representatives attending will be required to undergo orientations and agree to such rules and policies as the Owner may reasonably establish from time to time.

6.00 Management Rights

6.01 It is understood that supplies, materials, plant equipment, components, skid mounted equipment, pre- assembled units, and pre-cast units, and/or large modularized components may

- be purchased for the Project from any worldwide supplier regardless of their source, or the union or non-union status of persons involved in the manufacture, assembly or delivery, and it is agreed that they will be installed in accordance with plans and specifications provided. Where a situation arises with respect to onsite work that could create foreseeable controversy, the Contractor will discuss the issue with the affected Local Union.
- 6.02 No Local Union and no Employee shall refuse to handle or refuse to install the Section 6.01 items, and no Local Union or Employee shall honour hot or unfair cargo declarations. The Local Unions and the Employees shall respect the "first drop principle" in cases of supply or delivery of goods to the Project.
- 6.03 It is recognized that the Project is being carried out on a managed open site basis. No Local Union and no Employee shall refuse to perform work on the basis that other work is being performed on the Project or in support of the Project by persons who are not members of a particular union, who are not associated with a particular Local Union or Council, or have no union affiliation whatsoever.
- 6.04 It is recognized that the use of any process, technology, construction equipment or machinery, tools, energy and/or labour saving devices and methods of performing work (such as semi-automatic and automatic welding technologies) may be initiated, along trade lines, by Contractors from time to time during the Project.
- 6.05 There shall be no restrictions on the use of any tools or construction equipment by any qualified Employee, or on the use of any tools or construction equipment for the performance of work within their jurisdiction, provided that the Employee can safely use the tools and/or equipment involved.
- 6.06 In emergent situations, foremen shall operate any equipment assigned by the Contractor, and there shall be no restriction on foremen in the use of tools of his/her trade in emergent situations.
- 6.07 Contractors shall determine the assignment of Employees to start and stop small portable construction equipment.
- 6.08 Practices not a part of the terms and conditions of this MOU, such as standby crews and featherbedding practices, will not be recognized.
- 6.09 It is recognized that permanent plant equipment may be installed and/or serviced by individuals (vendor representatives) who have special training, skills, or qualifications and are not covered by this MOU. This may include, but is not limited to, testing, inspection, or service performed on permanent plant equipment under warranty. If assistance is required such assistance will be provided by the trade that normally performs the work.
- 6.10 The Contractor shall be entitled to name hire one hundred percent (100%) of supervision (Foremen and General Foremen) and, at a minimum, the first three non-supervision workers requested from the Local Union. After the first three workers the Contractor shall be entitled to name hire fifty percent (50%) of the remaining workers requested from the Local Union. In the event a Local Union Collective Agreement allows for a higher proportion of name hired Employees, such provision shall apply.
- 6.11 The Contractor(s) will hire supervision from within the Local Union first, provided they have all proper qualifications and are competent to supervise trades-people. However, should there not be sufficient supervision in the Local Union, then Contractors may, where a Local Union Collective Agreement otherwise requires Superintendents to be hired from within the Local Union, bring in qualified and competent Superintendents from outside the Local Unions jurisdiction to properly supervise the Project.
- 6.12 Subject to the terms and conditions of this MOU, the extent of the scope of the Contractor work and applicable laws, Contractors shall retain full and exclusive authority for the operation and management of its business.
- 7.00 No Jumping/Raiding**
- 7.01 Employees who voluntarily terminate their employment (i.e. quit) shall be denied access to the Project for thirty (30) calendar days from the date of termination, unless the reason is a cause deemed acceptable by the Contractor with whom he/she was employed.

8.00 Travel and Living Out Allowance

8.01 Initial/terminal and rotational flights will be arranged by commercial or charter services, including pickup and drop-off at the Northwest Regional Airport as applicable. Alternate provisions/requirements will be instituted for Local Residents and others where a flight is not appropriate.

9.00 Hours of Work and Scheduling

9.01 Schedule A - Fourteen Days On, Seven Days Off (14/7)

All shifts shall be scheduled up to ten (10) hours per day on the following basis.

- a. Each day of work shall be compensated based upon a blended hourly rate. The first ten (10) hours worked shall be paid at one point one seven five (1.175) times (one point one four (1.14) for 9 hour shifts) the otherwise applicable straight time hourly rate unless other terms and conditions are mutually agreed to by the parties.
- b. The first two hours of work performed beyond ten (10) hours in a day, the first twelve (12) hours worked on a Statutory Holiday, or the first twelve (12) hours worked on a scheduled day of rest shall be paid at one and three-quarter times (1.75X) the otherwise applicable straight-time hourly rate. Work beyond twelve (12) hours in a day will be paid at two times (2X) the otherwise applicable straight time hourly rate.
- c. The Contractor shall have the option to move the start time of any shift by two (2) hours without penalty.
- d. The seven (7) scheduled days off shall be a furlough.
- e. An Employee who is transferred to a schedule with a different start day must be provided with a minimum of two scheduled work days' notice. If the Employee has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- f. The Parties recognize that variations in the scheduling of the work week (eg: shift rotations, addition of night shift), reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. If the Contractor intends to make such variations they shall notify the affected Employee(s) as soon as practicable. In the event the Contractor adds a night shift, such night shift shall be paid in the same manner as the day shift otherwise described in this Agreement with the addition of a night shift premium of three dollars (\$3.00) per hour worked which shall not be applicable on any hour paid at overtime rates.
- g. The Council and affected Local Union(s) will be notified of any significant variations prior to implementation by the Contractor.

9.02 Schedule B – Twenty One Days On, Seven Days Off (21/7)

All shifts shall be scheduled up to ten (10) hours per day on the following basis.

- a. Each day of work shall be compensated based upon a blended hourly rate. The first ten (10) hours worked shall be paid at one point one seven five (1.175) times (one point one four (1.14) for 9 hour shifts) the otherwise applicable straight time hourly rate.
- b. The first two hours of work performed beyond ten (10) hours in a day, the first twelve (12) hours worked on a Statutory Holiday, or the first twelve (12) hours worked on a scheduled day of rest shall be paid at one and three-quarter times (1.75X) the otherwise applicable

straight-time hourly rate. Work beyond twelve (12) hours in a day will be paid at two times (2X) the otherwise applicable straight time hourly rate.

- c. The Contractor shall have the option to move the start time of any shift by two (2) hours without penalty.
- d. The seven (7) scheduled days off shall be a furlough.
- e. An Employee who is transferred to a schedule with a different start day must be provided with a minimum of two scheduled work days' notice. If the Employee has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- f. The Parties recognize that variations in the scheduling of the work week (eg: shift rotations, addition of night shift), reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. If the Contractor intends to make such variations they shall notify the affected Employee(s) as soon as practicable. In the event the Contractor adds a night shift, such night shift shall be paid in the same manner as the day shift otherwise described in this Agreement with the addition of a night shift premium of three dollars (\$3.00) per hour worked which shall not be applicable on any hour paid at overtime rates.
- g. The Council and affected Local Union(s) will be notified of any significant variations prior to implementation by the Contractor.

9.03 Schedule C - Twenty Days On, Eight Days Off (20/8)

All shifts shall be scheduled up to ten (10) hours per day on the following basis.

- a. Each day of work shall be compensated based upon a blended hourly rate. The first ten (10) hours worked shall be paid at one point one seven five (1.175) times (one point one four (1.14) for 9 hour shifts) the otherwise applicable straight time hourly rate.
- b. The first two hours of work performed beyond ten (10) hours in a day, the first twelve (12) hours worked on a Statutory Holiday, or the first twelve (12) hours worked on a scheduled day of rest shall be paid at one and three-quarter times (1.75X) the otherwise applicable straight-time hourly rate. Work beyond twelve (12) hours in a day will be paid at two times (2X) the otherwise applicable straight time hourly rate.
- c. The Contractor shall have the option to move the start time of any shift by two (2) hours without penalty.
- d. The eight (8) scheduled days off shall be a furlough.
- e. An Employee who is transferred to a schedule with a different start day must be provided with a minimum of two scheduled work days' notice. If the Employee has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- f. The Parties recognize that variations in the scheduling of the work week (eg: shift rotations, addition of night shift), reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. If the Contractor intends to make such variations they shall notify the affected Employee(s) as soon as practicable. In the event the Contractor adds a night shift, such night shift shall be paid in the same manner as the day shift otherwise described in this Agreement with the addition of a night shift premium of three dollars (\$3.00) per hour worked which shall not be applicable on any hour paid at overtime rates.

- g. The Council and affected Local Union(s) will be notified of any significant variations prior to implementation by the Contractor.

10.00 Social Performance

- 10.01 The Parties acknowledge that the early involvement and continued participation of members of Aboriginal peoples, local residents, women and under-represented groups of the labour market are essential to the success of the Project.
- 10.02 The Parties accept and acknowledge the importance of attracting new entrants to the trades and occupations in the construction industry, and agree to work collaboratively to meet and exceed expectations in this regard.
- 10.03 The Parties agree to optimize training opportunities for Aboriginal Peoples, Local Residents, women and under-represented groups of the labour market to enhance Local Content.
- 10.04 The Parties will need to demonstrate that reasonable efforts to hire qualified Aboriginal Peoples, Local Residents, women and under-represented groups of the labour market have been made for work.
- 10.05 The Owner, and by extension the Contractors, have entered into Stakeholder and First Nation Commitments and Contractor Local Implementation Plans (CLIP) and the provisions of this MOU shall be subject to those stakeholder and First Nations Commitments and CLIPs. For greater certainty, in the case of any conflict with this MOU, the applicable Stakeholder and First Nation Commitments and Contractor CLIPs referenced in the commercial contract or commercial agreement between the Owner and the Contractor shall prevail.
- 10.06 The Parties are committed to working co-operatively to identify, recruit and employ individuals on the Project from the following geographical areas of priority:
 - a. Local Area
 - b. British Columbia
 - c. Canada
 - d. North America, and
 - e. Outside North America.

11.00 Two Break Day

- 11.01 In lieu of the normal coffee breaks and lunch periods specified in the respective Local Union Collective Agreements, there shall be one (1) paid and one (1) unpaid break of one half hour (i.e. thirty minutes) each, approximately equally spaced in the nine (9) or ten (10) hour day. In the event an Employee is not able to take a break, the Employee shall be paid at the one and three quarter (1.75X) overtime rate (net of benefits) for the missed break.

12.00 Reporting Time

- 12.01 When an Employee reports to work and cannot start because of inclement weather he/she shall be paid two (2) hours reporting time at their blended rate excluding employer contributions and the Employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employee's supervisor. When an Employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked at the appropriate rate which shall include any shift premium. In no case shall an Employee receive less than two (2) hours pay.
- 12.02 When an Employee reports to work and is not given the opportunity to start because no work is available or was not advised before boarding transportation to the LNGC Project site or one (1) hour prior to the pickup time for local residents, they shall be paid two (2) hours reporting time at their blended rate excluding employer contributions but including any shift premium, and allowed to leave the job immediately. If an Employee is advised before the completion of the previous workday that no work will be available the following workday(s) due to inclement weather, there shall be no pay for the inclement weather day(s).
- 12.03 When an Employee has started to work on their regular shift and is instructed to stop, for a

reason that is beyond the control of the Employer, they shall be paid for the actual time worked. In no case shall the Employee receive less than two (2) hours pay at the appropriate rate which shall include any shift premium.

- 12.04 If an Employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- 12.05 Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reasonable cause.

13.00 Competing Agreement

- 13.01 If any of the Unions or any of their affiliates, after the date of signing of this MOU, enter into an agreement or undertaking concerning this or another similar LNG project which contains provisions more advantageous to Employers than the comparable provisions under this MOU, then, at the sole discretion of the Employer, those more advantageous provisions shall replace the comparable provisions under this MOU. The determination as to whether or not provisions are more advantageous to the Employers is vested exclusively in the Employer.

14.00 Alcohol & Drug Policy

- 14.01 Contractors will have an Alcohol and Drug policy which shall meet or exceed the Project Alcohol and Drug policy requirements, as established by the Owner.

15.00 Duration

- 15.01 This MOU shall continue in force through to the conclusion of the Project.
- 15.02 The Parties may, from time to time, amend this MOU by mutual written consent between the Parties who are signatory to, or have agreed to be bound by, this MOU.

16.00 Effective Date

This Agreement has been declared to be effective on the 27th day of September, 2017.

Dated this 27 day of September, 2017

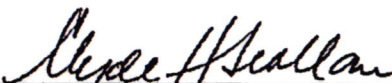
Dated this 27th day of September, 2017

Signed on behalf of:

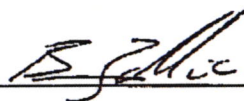
Signed on behalf of:

Construction Labour Relations Association of BC

Bargaining Council of British Columbia Building Trade Unions



Construction Labour Relations Association of BC

 - ACTING CHAIR



Fluor Constructors Canada Ltd.

Attachment A Definitions

Aboriginal Peoples means a person who would be recognized and affirmed under Section 35 of the Constitution Act, 1982 as a member Aboriginal Peoples stipulated thereunder.

Competing Project Agreement means a project labour agreement, special needs agreement, MOU, or an enabling agreement between a Union and another party or parties who are undertaking an LNG project similar in nature or scale to the Project covered by this MOU within the Province of British Columbia.

Contractor means an association, partnership, corporation or other business entity directly employing members of a Local Union in accordance with this MOU.

Council means the Bargaining Council of British Columbia Building Trades Unions.

Employee means a person engaged on the Project by a Contractor in accordance with the terms of this MOU.

Furlough means a period of time an Employee is not scheduled for work, for the specific purpose of returning to their home.

General Contractor means the prime or main contractor acting in its capacity pursuant to a contract with the Owner with respect to the Project.

Kitimat and Terrace Regional Communities for the purposes of this MOU, means the communities within ninety (90) kilometers by public road of the Project site, which includes the District Municipality of Kitimat, the City of Terrace and surrounding district municipalities.

Kitimat and Terrace Regional Resident means any and all persons residing within the Kitimat and Terrace Regional Communities.

Local Area means the geographical area located in the Regional District of Kitimat Stikine, which includes the District Municipality of Kitimat and City of Terrace, and surrounding district municipality and communities, and coastal communities along the proposed shipping route from Douglas Channel to Triple Island.

Local Business means any licensed business enterprise, which also may include an Aboriginal Business that is/are licensed to operate within the Local Area where the work will be performed with execution capability, which may include, without limitation, an office, an operations centre that enables the employment of Local Residents and Aboriginal Peoples, and payment of business taxes within the Local Area.

Local Content means employment, training and subcontracting measures to support Local Residents, Aboriginal Peoples and Local Businesses participation rates.

Local Resident means an individual including Aboriginal Peoples who primarily resides in a multiple or single family dwelling located within the Local Area.

Local Union means any local union that is a member of the Council and is thus covered by this MOU and "Local Unions" mean any combination of two or more of them.

Local Union Collective Agreements means the collective agreements which are applicable to the ICI sector of the construction industry in British Columbia, negotiated between the appropriate Local Union and the Construction Labour Relations Association of BC.

Owner means LNG Canada Development Inc. a Canada corporation having an office at Calgary, Alberta, Canada.

Parties mean the Contractors, Construction Labour Relations Association of BC, Local Unions, and Council that have signed this.

Attachment B
Clarification Re: Article 2.00

The Parties have agreed that the following principles will apply in interpreting the language contained in Article 2.00 of this MOU.

1. It is the overarching intention of the Parties that the work encompassed by this MOU shall continue without abatement due to strike, lock-out, work slowdowns, or any other job action designed to or having the effect of interfering with or otherwise restricting the progress of construction of the Project. Any such activities are strictly prohibited as set out Article 2.00 herein.
2. This MOU and any ancillary documents shall continue in force through to the conclusion of the Project and this MOU and any ancillary document may continue after the expiry of one or more Local Union Collective Agreement(s) and job action related to the renegotiation of the Local Union Collective Agreement(s). Where the renewal, negotiation or re-negotiation of such Local Union Collective Agreements result in changes to wages, benefits or required employer or member administrative remissions such wage, benefit or remission, changes shall be adopted in accordance with Article 2.03 of this MOU, provided that such changes will not be applied or adopted on a retroactive basis, and will not alter or replace those items addressed or modified by this MOU.
3. The Parties to this MOU and any ancillary documents agree that, in the event of a strike or lockout in respect of any Local Union Collective Agreement(s), the terms of this MOU and any ancillary documents will, respectively, automatically and without interruption, transform into stand-alone Voluntary Recognition Agreements whereby the MOU and ancillary documents will each incorporate the provisions of the affected Local Union Collective Agreement(s) in existence immediately prior to the strike or lockout, save and except for any provisions of the Local Union Collective Agreement inconsistent with the terms of this MOU or any ancillary document.
4. Any such Voluntary Recognition Agreement will include a provision agreeing to implement wage and benefit increases in accordance with the provisions of Article 2.03 of this MOU. Such changes will not be applied or adopted on a retroactive basis, and will not alter or replace those items addressed or modified by this Agreement.
5. The Parties to this MOU and any ancillary documents agree that the operation of this Attachment B will create stand-alone voluntary recognition bargaining relationships that exist completely independent of, and separate and apart from, the bargaining relationships underlying the Local Union Collective Agreement(s) until such time as the renewal of the Local Union Collective Agreement(s) or the completion of the Project, whichever comes first, at which time they shall cease to have any, continuing, independent effect.