

**MILLENNIUM CHALLENGE ACCOUNT HONDURAS
(MCA HONDURAS)**



**FUNDED BY
THE
CENTRAL AMERICAN BANK FOR ECONOMIC INTEGRATION (CABEI)**



**AGREEMENT FOR
CONSTRUCTION OF THE MILLENNIUM INTERCHANGE**

November 2011

Agreement

THIS AGREEMENT made the 11th day of November of 2011 between MCA Honduras (hereinafter called "the Employer") of the one part and Eterna S. A. (hereinafter called "the Contractor") of the other part.

WHEREAS, the Central American Bank for Economic Integration (CABEI) on May 28th, 2008, approved an operation with the Government of Honduras, for up to a total amount of USD 130,000,000 resources that have as destination the Improvement of the CA-5 North Highway.

WHEREAS, the Government, acting through the Employer, intends to apply a portion of the proceeds of CABEI Funding to eligible payments under the Contract.

WHEREAS, the terms of the Contract, including payments by the Employer and restrictions on the use of CABEI Funding, will be subject, in all respects, to the terms and conditions of the CABEI Loan Agreement.

WHEREAS, no party other than the Government, the Employer and CABEI shall derive any rights from the CABEI Loan Agreement or have any claim to the proceeds of CABEI Funding.

WHEREAS, the Employer is desirous that certain Works should be executed by the Contractor, viz., **Construction of the Millennium Interchange**, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.


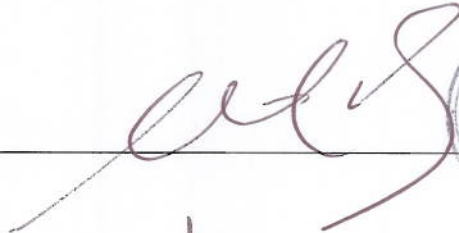
NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. The documents identified in Sub-Clause 1.5 of the General Conditions of Contract and the Conditions of Particular Application shall be deemed to form and be read and construed together as part of the Contract and the priority of such documents shall be as provided in such Sub-Clause 1.5.
3. In consideration of the payments to be made by the Employer to the Contractor as provided in the Contract, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Employer _____



Binding Signature of Contractor _____

