SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

MASTEC, INC.
(Name of Issuer)

COMMON STOCK, $.10 PAR VALUE
(Title of Class of Securities)

576323109
(Cusip Number)

Jose M. Sariego
Senior Vice President - General Counsel
MasTec, Inc.
3155 N.W. 77th Avenue
Miami, Florida 33122
(305) 599-1800
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

July 21, 1998
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of the Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following page(s))

1	NAME OF REPORTING S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON JORGE MAS	
2	Check the appropriate Box if a Member of a Group	(a) [ ] (b) [X]
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	

NUMBER OF 7 SOLE VOTING POWER

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
SHARES BENEFI- CIALLY OWNED BY EACH REPORTING PERSON WITH		13,672,279
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 13,672,279
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,672,279	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 49.90%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON JORGE L. MAS CANOSA HOLDINGS I LIMITED PARTNERSHIP	
2	Check the appropriate Box if a Member of a Group	(a) [ ] (b) [X]
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION TEXAS	

NUMBER OF SHARES BENEFI-CIALLY OWNED BY EACH REPORTING PERSON WITH		
	7	SOLE VOTING POWER 7,890,811
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 7,890,811
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,890,811	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 28.80%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON JORGE MAS HOLDINGS I LIMITED PARTNERSHIP		
2	Check the appropriate Box if a Member of a Group		(a) [ ] (b) [X]
3	SEC USE ONLY		
4	SOURCE OF FUNDS* OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION TEXAS		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 5,587,311	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 5,587,311	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,587,311		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*		[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.39%		
14	TYPE OF REPORTING PERSON PN		

AMENDMENT NO. 1 TO SCHEDULE 13D

This Amendment No. 1 to Schedule 13D is filed jointly on behalf of Jorge L. Mas Canosa Holdings I Limited Partnership ("Holdings Partnership"), Jorge Mas Holdings I Limited Partnership, and Jorge Mas (collectively, the "Reporting Persons"). On March 21, 1994, Jorge Mas filed a statement on Schedule 13D (the "March 21, 1994 Statement"). This Amendment No. 1 to Schedule 13D amends and updates the March 21, 1994 Statement and all prior statements filed on Schedule 13D on behalf of the Reporting Persons with respect to MasTec, Inc., a Florida corporation (the "Issuer"). A Joint Filing Agreement by and among the Reporting Persons is included as an exhibit to this Amendment No. 1 to Schedule 13D.

Item 1. SECURITY AND ISSUER.

This Amendment No. 1 to Schedule 13D relates to the common stock, $.10 par value per share (the "Shares"), of the Issuer. The principal executive offices of the Issuer are located at 3155 N.W. 77th Avenue, Miami, Florida 33122-1205. Information regarding the Reporting Persons is set forth below.

Item 2. IDENTITY AND BACKGROUND.

Holdings Partnership is a limited partnership organized and existing under the laws of the State of Texas with its principal business address at 2716 East Fifth Street, Austin, Texas 78702. The principal business of Holdings Partnership is to serve as an investment management company for Jorge Mas, Juan Carlos Mas, Jose Ramon Mas (collectively, the "Sons"), and their families. Jorge L. Mas Canosa Holdings Corporation ("Holdings Corporation") is the sole general partner and owns 1% of the interest in Holdings Partnership. The limited partners consist of Jorge Mas, Juan Carlos Mas and Jose Ramon Mas, who own 41.46%, 29.27% and 29.27%, respectively, of the limited partnership interests.

Holdings Corporation is a corporation organized and existing under the laws of the State of Texas with its principal business address at 2716 East Fifth Street, Austin, Texas 78702. The principal business of Holdings Corporation is to serve as the general partner for Holdings Partnership. The Sons own equal interests in, and are the only shareholders of, Holdings Corporation. Jorge Mas is the sole officer and sole director of Holdings Corporation and has sole voting and dispositive power with respect to the Shares owned by the Holdings Partnership.

Jorge Mas Holdings I Limited Partnership is a limited partnership organized and existing under the laws of the State of Texas with its principal business address at 2716 East Fifth Street, Austin, Texas 78702. The principal business of Jorge Mas Holding I Limited Partnership is to serve as an investment management company for Jorge Mas and his family. Jorge Mas Holdings Corporation is the sole general partner of Jorge Mas Holdings I Limited Partnership. Jorge Mas is the sole limited partner of Jorge Mas Holdings I Limited Partnership.

Jorge Mas Holdings Corporation is a corporation organized and existing under the laws of the State of Texas with its principal business address at 2716 East Fifth Street, Austin, Texas 78702. The principal business of Jorge Mas Holdings Corporation is to serve as the general partner for Jorge Mas Holdings I Limited Partnership. Jorge Mas is the sole officer and sole director of Jorge Mas Holdings Corporation and has sole voting and dispositive power with respect to the Shares owned by Jorge Mas Holdings I Limited Partnership.

Jorge Mas's principal occupation is as the Chairman of the Board, Chief Executive Officer and President of the Issuer. He is a citizen of the United States. Jorge Mas's principal business address is 3155 N. W. 77th Avenue, Miami, Florida 33122-1205.

No Reporting Person has been convicted of any criminal proceeding (excluding traffic violations and similar misdemeanors), or was a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was subject to a judgment, decree or final order enjoining future violations of, or prohibiting activity subject to, federal or state securities laws or finding any violation with respect to such laws during the last five years.

Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

In November, 1997, Jorge L. Mas Canosa, the father of the Sons, died leaving an estate that included all of the outstanding common stock of Holdings Corporation and all of the limited partnership interests in Holdings Partnership. Pursuant to the last will and testament of Jorge L. Mas Canosa, the common stock of Holdings Corporation and the limited partnership interest in Holdings Partnership was distributed to Marital Trust #2, a trust established pursuant to the will (the "Trust"). The Trust sold all of the common stock of Holdings Corporation to the Sons in equal parts and sold the limited partnership interests in Holdings Partnership to the Sons in the following manner: 41.46% to Jorge Mas, 29.27% to Juan Carlos Mas and 29.27% to Jose Ramon Mas at an aggregate purchase price of $78,441,000. The Sons each delivered a promissory note to the Trust as payment for the stock and limited partnership interests. The promissory notes bear interest at the rate of 5.85% per annum with a final payment of principal and any unpaid interest due in July 2008.

Item 4. PURPOSE OF TRANSACTION.

The common stock of Holdings Corporation and the limited partnership interests of Holdings Partnership were distributed in accordance with the terms of Jose L. Mas Canosa's last will and testament and estate planning considerations for the Mas family. The Reporting Persons intend to maintain the Shares as an investment. The Reporting Persons may acquire additional Shares (subject to availability of Shares at prices deemed favorable) in the open market, in privately negotiated transactions, by tender offer or otherwise. Alternatively, the Reporting Persons reserve the right to dispose of some or all of their Shares in the open market or in privately negotiated transactions or otherwise depending upon the course of actions that the Reporting Persons or the Issuer pursue, market conditions and other factors. Although the foregoing represents the range of activities presently contemplated by the Reporting Persons with respect to the Shares, it should be noted that the possible activities of the Reporting Persons are subject to change at any time.

Except as otherwise stated herein, none of the Reporting Persons have any present plans or proposals which relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. INTEREST IN SECURITIES OF THE ISSUER.

NAME	AMOUNT OF SHARES BENEFICIALLY OWNED	PERCENTAGE OF CLASS*
Jorge L. Mas Canosa Holdings I Limited Partnership	7,890,811	28.80%
Jorge Mas Holdings I Limited Partnership	5,587,311	20.39%
Jorge Mas	13,672,279	49.90%

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* Based on 27,399,999 Shares outstanding as of August 11, 1998 as reported on the Issuer's Quarterly Report on Form 10-Q for the Period ended June 30, 1998.

As of the date hereof, Holdings Partnership is the beneficial owners of 7,890,811 Shares representing approximately 28.80% of the outstanding Shares.

As of the date hereof, Jorge Mas Holdings I Limited Partnership is the beneficial owner of 5,587,311 Shares representing approximately 20.39% of the outstanding Shares.

As of the date hereof, Jorge Mas is the beneficial owner of 13,672,279 shares of Shares representing approximately 49.90% of the outstanding Shares. This amount includes (1) 7,890,811 Shares held by Holdings Partnership, a limited partnership which is controlled by Holdings Corporation, the sole general partner, of which Jorge Mas is the sole officer and director and a shareholder; (2) 5,587,311 Shares held by Jorge Mas Holdings I Limited Partnership, a limited partnership which is controlled by Jorge Mas Holdings Corporation, the sole general partner, of which Jorge Mas is the sole officer, director and shareholder; (3) 100,157 Shares owned directly by Jorge Mas; and (4) options to purchase 94,000 Shares owned directly by Jorge Mas exercisable within 60 days of this report on Schedule 13D.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Pursuant to a Purchase and Sale Agreement, by and among the Sons and the Trust, dated June 19, 1998 (the "Purchase and Sale Agreement"), the Sons agreed to purchase from the Trust all of the common stock of Holdings Corporation, with each Son receiving an equal share, and all of the limited partnership interests in Holdings Partnership, with Juan Carlos Mas and Jose Ramon Mas, each receiving 29.27% and Jorge Mas receiving 41.46% of the limited partnership interests.

On July 21, 1998 in connection with the Purchase and Sale Agreement, the Trust lent the purchase price to each of the Sons, in exchange for which each Son executed and delivered to the Trust a Promissory Note bearing interest at a rate of 5.85% per annum with final payment due in ten years. In addition, the Sons, each executed separate Pledge and Security Agreements on July 21, 1998, whereby each Son pledged to the Trust as security for payment on such Son's Promissory Note such Son's (a) common stock in Holdings Corporation, (b) limited partnership interest in Holdings Partnership, and (c) interest in his respective investment limited partnership (i.e., the Jorge Mas Holdings I Limited Partnership, the Juan Carlos Mas Holdings I Limited Partnership and the Jose Ramon Mas Holdings I Limited Partnership).

Lastly, pursuant to three separate agreements each titled, Assignment, Acceptance, Agreement to be Bound and General Partner Consent, by and among each Son, the Trust and Holdings Corporation, dated July 21, 1998: (a) each Son agreed to be bound to the Limited Partnership Agreement of Holdings Partnership; (b) the Trust agreed to transfer, assign and deliver to Jorge Mas, Juan Carlos Mas and Jose Ramon Mas, 41.46%, 29.27% and 29.27% of the limited partnership interests, respectively and (c) Holdings Corporation consented to such assignment.

The descriptions of the agreements contained herein are not intended to be complete and are qualified in their entirety by reference to these agreements which are attached hereto as Exhibits 2 through 5 and incorporated herein by reference.

Item 7. MATERIAL TO BE FILED AS EXHIBITS.

1. Joint Filing Agreement, dated September 23, 1998, by and among Jorge Mas, Holdings Partnership and Jorge Mas Holdings Limited Partnership.

2. Purchase and Sale Agreement, dated June 19, 1998, by and among Jorge Mas, as trustee for the Trust, and the Sons.

3. Form of Promissory Note, dated July 21, 1998, by and between each Son and the Trust.

4. Form of Pledge and Security Agreement, dated July 21, 1998, by and between each Son and the Trust.

5. Form of Assignment, Acceptance, Agreement to be Bound and General Partner Consent, dated July 21, 1998 by and among each Son, the Trust and Holdings Corporation.

SIGNATURES

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certify that the information set forth in this Amendment No. 1 to Schedule 13D is true, complete and correct.

Date: September 23, 1998

JORGE L. MAS CANOSA HOLDINGS I LIMITED PARTNERSHIP

By: Jorge L. Mas Canosa Holdings Corporation, general partner

By:/S/ JORGE MAS, PRESIDENT

Jorge Mas, President

Date: September 23, 1998

JORGE MAS HOLDINGS I LIMITED PARTNERSHIP

By: Jorge Mas Holdings Corporation, general partner

By:/S/ JORGE MAS, PRESIDENT

Jorge Mas, President

Date: September 23, 1998

/S/ JORGE MAS

JORGE MAS

EXHIBIT INDEX

EXHIBIT	DESCRIPTION	PAGE
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3.	Form of Promissory Note, dated July 21, 1998, 21 by and between each Son and the Trust.	21
4.	Form of Pledge and Security Agreement, dated July 21, 1998, by and between each Son and the Trust.	22
5.	Form of Assignment, Acceptance, Agreement to be Bound and General Partner Consent, dated July 21, 1998 by and among each Son, the Trust and Holdings Corporation.	27

EXHIBIT 1

The undersigned hereby agree that this Amendment No. 1 to Schedule 13D filed by us with respect to the common stock of MasTec, Inc. is filed on behalf of each of us.

Date: September 23, 1998

JORGE L. MAS CANOSA HOLDINGS I LIMITED PARTNERSHIP

By: Jorge L. Mas Canosa Holdings Corporation, general partner

By:.S. JORGE MAS, PRESIDENT

Jorge Mas, President

Date: September 23, 1998

JORGE MAS HOLDINGS I LIMITED PARTNERSHIP

By: Jorge Mas Holdings Corporation, general partner

By:/S/ JORGE MAS, PRESIDENT

Jorge Mas, President

Date: September 23, 1998

/S/ JORGE MAS

JORGE MAS

EXHIBIT 2

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of this 19th day of June, 1998, by and among Jorge Mas, as trustee of Marital Trust #2 under the will of Jorge L. Mas Canosa ("Seller"), and Jorge Mas ("Jorge"), Juan Carlos Mas ("Juan"), and Jose Ramon Mas ("Jose") (referred to individually as a "Purchaser" and collectively as the "Purchasers").

BACKGROUND

A. Jorge L. Mas Canosa Holdings I Limited Partnership (the "Partnership") was formed as a limited partnership under the laws of the State of Texas on December 30, 1994. The sole general partner (the "General Partner") of the Partnership is Jorge L. Mas Canosa Holdings Corporation, a Texas corporation (the "Corporation"), the stock of which (the "Stock") is owned by the Seller. The Seller is the only limited partner of the Partnership and owns a limited partner's interest in the Partnership (the "Interest").

B. Seller desires to sell to each Purchaser, and each Purchaser desires to purchase from Seller one-third of the Stock; and Seller desires to sell to each Purchaser, and each Purchaser desires to purchase from Seller one-third of the Interest, all in accordance with this Agreement.

Now, therefore, in consideration of the foregoing premises and the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto agree as follows:

ARTICLE I

1.1. PURCHASE AND SALE. Seller hereby agrees to sell to Jorge as Purchaser, and Jorge hereby agrees to purchase 41.46% of the Interest for a purchase price of $32,033,701.59; Seller hereby agrees to sell to Juan as Purchaser, and Juan hereby agrees to purchase 29.27% of the Interest for a purchase price of $22,615,206.11; and Seller hereby agrees to sell to Jose as Purchaser, and Jose agrees to purchase 29.27% of the Interest for a purchase price of $22,615,206.11. Further, each Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to each Purchaser one-third of the Stock for a purchase price of $280,190.20. Such purchase prices shall be paid as hereinafter provided, and the purchase price (the "Purchase Price") to be paid by a Purchaser is sometimes hereinafter referred to as such Purchaser's Purchase Price.

1.2. TAXES. Seller shall be responsible for any sales, transfer, intangibles, or similar taxes levied in connection with the purchase and sale (but not those attributable to ownership) of the Stock and the Interest.

1.3. PAYMENT OF THE PURCHASE PRICE. The Purchase Price payable by a Purchaser to the Seller shall be paid pursuant to a promissory note (the "note") to be executed and delivered by such Purchaser at closing in form and substance as attached as Exhibit A. Payment of the note of a Purchaser shall be secured by a pledge and security agreement (the "security agreement") also to be executed and delivered at closing by such Purchaser in form and substance as attached as Exhibit B.

1.4. APPROVAL. The transactions contemplated by this Agreement are hereby made subject to approval and authorization of the Seller by the Circuit Court in and for Miami-Dade County, Florida, in a proceeding pursuant to Florida Statutes ss. 737.403(2). All parties to this Agreement agree to use their reasonable efforts to obtain such approval and authorization as expeditiously as practicable (but such efforts shall not include amendment of this Agreement). If such final approval and authorization is not obtained before September 1, 1998, then upon notice of any party hereto to the other parties, the obligations and duties of the parties hereunder shall terminate without any further obligation or liability among the parties arising out of or in connection with this Agreement other than this Section 1.4 and Section 4.1 which shall survive such termination.

1.5. CONDITION TO CLOSING. Purchasers' obligations to close the

transactions contemplated by this Agreement are hereby made contingent upon approval of the acquisition by the board of directors of MasTec, Inc. in accordance with Florida Statutes ss. 607.0902(2)(d)7. All parties to this Agreement agree to use their reasonable efforts to cause such approval to be obtained before the Closing. If such approval is not obtained before September 1, 1998, then upon notice of any party hereto to the other parties, the obligations and duties of the parties hereunder shall terminate without any further obligation or liability among the parties arising out of or in connection with this Agreement other than this Section 1.5 and Section 4.1 which shall survive such termination.

1.6. DATE AND PLACE OF CLOSING. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held at such city and state in the United States (but not in the State of Florida) as the parties shall reasonably agree; for purposes of this Agreement the Closing shall be as of the date on which the second of the approvals described in Section 1.4 and Section 1.5 has been obtained; and shall be held on such date thereafter as the parties may reasonably agree but not later than thirty days after such approvals have been obtained.

1.7. SELLER'S OBLIGATIONS AT CLOSING. At the Closing, the Seller shall execute each security agreement, shall execute and deliver to each Purchaser an assignment of one-third of the Interest in form and substance as attached as Exhibit C (the "assignments"), and shall deliver to the collateral agents under the security agreements entered into with each respective Purchaser certificates representing one-third of the Stock, with each such certificate endorsed in blank.

1.8. PURCHASER'S OBLIGATIONS AT CLOSING. At the Closing, each Purchaser will execute and deliver to Seller his note, and his security agreement; each Purchaser will execute and deliver to the collateral agent under his security agreement certificates or other evidence representing all shares of stock (endorsed in blank) and other evidence reasonably satisfactory to Seller representing all

ownership interests in such of Jorge Mas Holdings I Limited Partnership ("JMHLP"), Juan Carlos Mas Holdings I Limited Partnership ("JCHLP"), and Jose Ramon Mas Holdings I Limited Partnership ("JRHLP") as is named for such Purchaser; each Purchaser will execute his assignment; and each Purchaser shall do such other and further things as may be reasonably necessary to give effect to the terms of this Agreement and to effect the Closing.

ARTICLE II

Each Purchaser hereby represents and warranties to each of the other parties hereto as follows:

2.1. ORGANIZATIONS. Such of JMHLP, JCHLP, and JRHLP as is named for such Purchaser is a limited partnership organized, validly existing and in good standing under the laws of the State of Texas.

2.2. AUTHORIZATION. Such Purchaser has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Such Purchaser has taken all necessary action to authorize: (i) the execution and delivery on behalf of such Purchaser of this Agreement; (ii) the purchase of the Stock and the Interest pursuant hereto; and (iii) the performance by such Purchaser of its obligations under this Agreement and the consummation by such Purchaser of the transactions contemplated hereby. This Agreement constitutes a valid and binding agreement of such Purchaser, enforceable against Purchaser in accordance with its terms.

2.3. NO CONFLICT WITH OTHER INSTRUMENTS; CONSENTS OR APPROVALS REQUIRED. Neither the execution and delivery by such Purchaser of this Agreement nor the consummation by such Purchaser of the transactions contemplated hereby will violate, result in a breach of any of the terms or provisions of, constitute a default (or any event which, with the giving of notice or the passage of time or both, would constitute a default) under, result in the acceleration of any indebtedness under or performance required by, result in any right of termination of, or conflict with, any agreement, indenture or other instrument to which such Purchaser is a party or by which any of its property is bound, its charter documents, or any judgment, decree, or award of any court, governmental body or arbitrator (domestic or foreign) applicable to such Purchaser. All consents, approvals and authorizations of, and declarations, fillings and registrations with, any governmental or regulatory authority (domestic or foreign) or any other person (either governmental or private) required in connection with the execution and delivery by such Purchaser of this Agreement and the consummation by such Purchaser of the transactions contemplated hereby have been obtained or made.

2.4. NO DISTRIBUTION. Such Purchaser is acquiring one-third of the Stock and his percentage of the Interest for its own account, and not with a view to the resale or distribution thereof. Such Purchaser has been given full access to all of the books, records, contracts and agreements of the Corporation and the Partnership. Such Purchaser has been supplied by the Seller, the Corporation, and the Partnership with all documents and information which it has requested with

regard to the Corporation, the Partnership and their business, affairs, assets, liabilities and operations. Such Purchaser has thoroughly reviewed and understood the documents and information provided to it by the Seller, the Corporation and the Partnership. Such Purchaser has had the opportunity to ask questions of, and to receive answers from, officers and employees of the Corporation and the Partnership concerning the business affairs and operations of the Corporation and the Partnership, and the transactions contemplated by this Agreement, and to obtain any additional information necessary to verify the accuracy of the documents and information provided to it by the Seller, the Corporation, and the Partnership. Such Purchaser, by virtue of the education, training and experience of such Purchaser and his advisors, has such knowledge and experience in financial and business matters that he is capable of understanding the information provided to him by the Seller, the Corporation, and the Partnership and of evaluating the merits and risks of his investment in the Corporation and the Partnership.

2.5. NO REGISTRATION. Such Purchaser acknowledges that the sale of the Stock and the Interest is intended to be exempt from registration under any state or federal securities laws, and that the Stock and the Interest may not be resold unless registered or otherwise permitted under applicable exemptions contained in the Securities Act of 1933, as amended (the "Securities Act") and applicable state securities laws.

2.6. NOT AN INVESTMENT COMPANY. Such Purchaser is not an investment company or a company controlled by an investment company within the meaning of the Investment Company Act of 1940.

2.7. NO BROKERAGE. No person or entity has earned or its entitled to claim, recover or be paid any fee or commission relating to this Agreement and the transactions contemplated hereby as a result of any actions or agreements by such Purchaser.

2.8. CERTAIN COLLATERAL. Such of JMHLP, JCHLP, and JRHLP as is named for such Purchaser will have at the Closing good title to and beneficial ownership of the shares of MasTec, Inc. which have previously been disclosed as owned by it, free and clear of all liens, encumbrances, and adverse claims and interests whatsoever except as previously disclosed to Seller.

2.9. RESIDENCE AND DOMICILE. Such Purchaser is a resident and domiciliary of the State of Florida.

2.10. ACCREDITED INVESTOR. Such Purchaser is an "accredited investor," as said term is defined in Rule 501(a) promulgated by the Securities and Exchange Commission under the Securities Act.

ARTICLE III

Seller hereby represents and warrants to each Purchaser as follows:

3.1. FORMATION. The Partnership has been duly formed and is validly existing and in good standing as a limited partnership under the Texas Revised Limited Partnership Act (the "Texas Act"). The Corporation has been duly formed and is validly existing and in good standing as a corporation under the laws of Texas. Each of the Corporation and the Partnership has full power and authority to own its properties and to carry out its purposes (as described in the Partnership Agreement in case of the Partnership).

3.2. AUTHORIZATION. Except as contemplated by Section 1.4, Seller has all requisite power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; all necessary action, required to have been taken by, or on behalf of Seller to authorize: (i) the approval, execution and delivery on behalf of Seller of this Agreement, and (ii) the performance by Seller of its obligations under this Agreement, has been taken; and this Agreement is the valid and binding agreement of Seller enforceable against Seller in accordance with its terms.

3.3. NO CONFLICT WITH OTHER INSTRUMENTS; CONSENTS OR APPROVALS REQUIRED. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate, result in a breach of any of the terms or provisions of, constitute a default (or any event which, with the giving of notice or the passage of time or both, would constitute a default) under, result in the acceleration of any indebtedness under or performance required by, result in any right of termination of, conflict with, or require any consent under, any agreement, indenture or other instrument to which Seller is a party or by which any of its properties is bound (other than any consents which have been obtained and the approval and authorization described in Section 1.4), or any judgment, decree, order or award of any court, governmental body or arbitrator (domestic or foreign) applicable to Seller. All consents, approvals and authorizations of, and declarations, filings and registrations with any governmental or regulatory authority (domestic or foreign) or any other person (either governmental or private) required in connection with the execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby have been obtained or made or will be sought pursuant to Section 1.4.

3.4. OWNERSHIP. Immediately prior to the consummation of the transactions contemplated hereby, Seller was the legal and beneficial owner of (a) all of the interests in the Partnership other than the interest of the Corporation, and (b) all of the issued and outstanding equity securities of the Corporation which consist of 1,000 shares of common stock which is the Stock.

3.5. FINANCIAL CONDITION OF PARTNERSHIP. The Partnership is the legal and beneficial owner of 7,890,811 shares of common stock of MasTec, Inc., $0.10 par value per share, free and clear of all liens, encumbrances and adverse claims and interests whatsoever; and except as disclosed on Schedule 3.5 attached hereto, the Partnership owns no other assets or properties and has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise and whether due or to become due).

3.6. DISPUTES AND LITIGATION. No litigation, action, labor dispute, condemnation or other

proceeding or governmental investigation or other claim relating in any way to the Seller, the Corporation, or the Partnership is pending or threatened against the Corporation, the Partnership, or the Seller or any of the transactions contemplated hereby which might result in a material adverse change in the prospects or condition (financial or other) of Seller, the Corporation, or the Partnership or which could materially adversely affect the ability of Seller to perform its obligations hereunder.

3.7. FULL DISCLOSURE. No representation, warranty, undertaking or agreement of Seller made under this Agreement and no statements, certificate, list or other document furnished to Purchasers pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.8. TAXES. Each of the Seller, the Partnership and the Corporation has filed all tax returns and reports required to be filed by it through the date hereof, and all such returns and reports are true and complete in all respects. All taxes required to be paid or withheld by the Seller, the Partnership and the Corporation through the date hereof have been paid or withheld, as the case may be. There are no deficiencies asserted or assessments made or actions, suits, proceedings or legal claims instituted by any governmental authority concerning federal income taxes or other material taxes with respect to the Seller, the Partnership or the Corporation. To the best knowledge of the Seller, there is no material audit or other investigation by any governmental authority pending as of the date hereof concerning federal income taxes or other material taxes with respect to the Seller, the Partnership or the Corporation.

3.9. EMPLOYEE PLANS. No Plan is or will be maintained for the employees of the Partnership or the Corporation. For the purposes of this Section, the term "Plan" shall mean any multiemployer plan or single employer plan, as defined in Section 4001 and subject to Title IV of ERISA, which is maintained, or at any time during the six years preceding the date of this Agreement was maintained, for employees of the Corporation or the Partnership.

3.10. NO BROKERAGE. No person or entity has earned or is entitled to claim, recover or be paid any fee or commission relating to this Agreement and the transactions contemplated hereby as a result of any actions or agreements by the Seller.

3.11. NOT AN INVESTMENT COMPANY. The Seller is not an investment company or a company controlled by an investment company within the meaning of the Investment Company Act of 1940.

3.12. REAL PROPERTY. Each of the Corporation and the Partnership (a) owns no real property, (b) owns no property which is subject to any liens or encumbrances, and (c) is not a party to any leases.

ARTICLE IV

4.1. EXPENSES. Seller and each Purchaser shall pay their own respective expenses,

including expenses of counsel, incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby except (a) for taxes paid in accordance with Section 1.2 hereof, and (b) the fees and expenses payable to Management Planning, Inc. relating to these transactions shall be paid by the Seller.

4.2. INDEMNITY. Each party hereto (the "Indemnifying Party") shall indemnify, defend and hold harmless each other party hereto, its Affiliates and their respective shareholders, directors, partners, officers, employees, trustees, agents and assignees (collectively, the "Indemnified Parties") from and against (and, on demand shall reimburse each Indemnified Party for) any and all losses, liabilities, damages, claims, or expenses (including without limitation reasonable attorneys' fees) suffered or incurred by each Indemnified Party by reason of or resulting from the inaccuracy of any representation or warranty or the breach, nonfulfillment or nonperformance or any warranty, covenant or agreement of the Indemnifying Party contained in this Agreement or in any exhibit hereto.

4.3. SURVIVAL. The covenants, representations and warranties of a party hereto contained in this Agreement or any exhibit hereto or in any schedule or document delivered pursuant to or in connection with this Agreement shall survive the Closing.

4.4. CONFIDENTIALITY. Except as and solely to the extent necessary pursuant to Section 1.4 hereof or for a party's compliance with applicable law, none of the parties to this Agreement shall make any public disclosure of the existence of this Agreement or the terms hereof without the prior written consent of other parties.

ARTICLE V

5.1. MODIFICATIONS. Neither this Agreement nor any provision hereof shall be modified, changed, or terminated except by an instrument in writing signed by all of the parties to this Agreement.

5.2. NOTICES.

a. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent: (i) if to the Seller, to Jorge Mas, trustee of Marital Trust #2 under the will of Jorge L. Mas Canosa, at MasTec, Inc., 3155 N.W. 77th Avenue, Miami, Florida 33122; (ii) if to a Purchaser, then to such Purchaser at his address shown on the signature pages to this Agreement. Any party may change its address by a notice similarly given.

b. Any such notice or communication shall be deemed to have been given if personally delivered or sent by United States mail, or by telegram, telex or telecopy and will be deemed received: (i) if sent by certified or registered mail, return receipt requested, when actually received; (ii) if sent by United States Express Mail, when actually received; (iii) if went by telegram or telex or telecopy, on the date sent; and (iv) if delivered by hand, on the date of receipt.

5.3 ADJUSTMENT. All of the parties hereto intend that the Purchase Price of each of Purchasers stated above represents full and adequate consideration for the property purchased by such Purchaser hereunder and all parties acknowledge and intend that there is no donative intent on the part of the Seller or any Purchaser hereunder. However, if the fair market value of the property purchased by a Purchaser hereunder is ever finally determined by the Internal Revenue Service or an opinion issued by Management Planning, Inc. which shall be requested by the parties hereto, as of the date on which both of the approvals described in Section 1.4 and Section 1.5 have been obtained, to be more or less than the Purchase Price payable by such Purchaser as provided above, the Purchase Price of such Purchaser shall be adjusted as of the Closing to such fair market value finally determined by the Internal Revenue Service or such opinion.

5.4 GOVERNING LAW. This Agreement and all amendments hereto shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to the conflicts of laws principles thereof.

5.5 SEVERABILITY. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to person or circumstances other than those to which it is held invalid, shall not be affected thereby.

5.6 HEADINGS, ETC. The headings of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter gender.

5.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, transferees and assigns.

5.8 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.9 ENTIRE AGREEMENT. This Agreement, including the exhibits hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof. Except as set forth above, there are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day and year first above written.

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Jorge Mas, trustee of Marital Trust #2
under the will of Jorge L. Mas Canosa,
and not individually, Seller

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Jorge Mas, Purchaser
3155 N.W. 77th Avenue
Miami, Florida 33122

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Juan Carlos Mas, Purchaser
3155 N.W. 77th Avenue
Miami, Florida 33122

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Jose Ramon Mas, Purchaser
3155 N.W. 77th Avenue
Miami, Florida 33122

EXHIBIT 3

PROMISSORY NOTE

____

$__________ ________ __, 1998

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Jorge Mas, and his successors, as trustee of Marital Trust #2 under the will of Jorge L. Mas Canosa, the principal sum of ________________________________ Dollars ($___________) with interest computed on the unpaid principal balance outstanding from time to time at the rate of five and 85/100 percent (5.85%) per annum. Payments in the amount of $__________ shall be due and payable on the _____ day of __________, 1998, and on the ____ day of each sixth month thereafter, and each such payment shall be credited first to accrued interest and the balance to principal, and regardless of anything herein to the contrary, all unpaid principal and accrued interest shall be due and payable in full on the ____ day of _______, 2008.

This note (the "Note") is secured by a Pledge and Security Agreement of even date herewith. Upon default in the payment of principal and/or interest due on this Note or in the performance of any of the terms and conditions of said Pledge and Security Agreement, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable, without further notice.

This Note may be prepaid in whole at any time without penalty.

Each Maker, endorser and guarantor, jointly and severally, waives demand, protest and notice of maturity, non-payment and all requirements necessary to hold each of them liable as makers, endorsers and guarantors and consents without notice to any and all extensions of time or changes in terms of payment by the holder of this Note.

Each Maker, endorser and guarantor, jointly and severally, agrees to pay all costs of collection, including the payee's reasonable attorneys' fees, whether for services incurred in collection, litigation, bankruptcy proceedings, appeals, or otherwise.

The following events shall constitute a default under this Note: (a) if any payment of principal and/or interest, or any other sum under this Note, which is due and payable is not paid within five (5) days after the date it first becomes due and payable; or (b) if a Maker or any successor thereto is in default of any provision of the aforesaid Pledge and Security Agreement. While in default, this Note shall bear interest at the highest rate allowed by law. Any payment not made within fifteen (15) days of the due date thereof shall be subject to a five (5%) late charge.

This Note shall be governed by and construed according to the laws of the State of Florida.

____

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EXHIBIT 4

PLEDGE AND SECURITY AGREEMENT - INDIVIDUAL PURCHASER

THIS PLEDGE AND SECURITY AGREEMENT (the "Agreement") is made by and between ______________ Mas, 3155 N.W. 77th Avenue, Miami, Florida 33122 (the "Pledgor"), and Jorge Mas, as trustee of Marital Trust #2 under the will of Jorge L. Mas Canosa (the "Pledgee") as of the ____ day of ______________, 1998.

A. Pledgor is indebted to Pledgee as evidenced by that certain promissory note of even date herewith in the principal amount of $________ made by Pledgor (the "Note").

B. Pledgor owns free and clear of all other liens and encumbrances, 333.33 shares of common stock of Jorge L. Mas Canosa Holdings Corporation (the "Corporation"), a _____% interest as a limited partner of Jorge L. Mas Canosa Holdings I Limited Partnership, _____ shares of common stock of ________ Mas Holdings Corporation ("___MHC") which the Pledgor represents is all of the issued and outstanding equity securities of __MHC, and all of the limited partner's interest in _______ Mas Holdings I Limited Partnership. Pledgor acquired the stock of the Corporation and such interest in Jorge L. Mas Canosa Holdings I Limited Partnership in exchange for Pledgor's execution and delivery of the Note. Such shares of stock of the Corporation and of __MHC are collectively referred to herein as the "Stock," and such interests as limited partner in Jorge L. Mas Canosa Holdings I Limited Partnership and ______ Mas Holdings I Limited Partnership are referred to collectively as the "Interests" and individually as an "Interest."

C. Pledgor has agreed to secure its obligations to Pledgee pursuant to the Note by pledging all of the Stock and the Interests as collateral.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. The foregoing background is true and correct.

2. Pledgor pledges and grants a security interest in and to the Stock and the Interests and has on the date hereof delivered to Jorge Mas as collateral agent for the Pledgee, certificates for the Stock, endorsed in blank or with fully executed stock powers attached, to be held in escrow in accordance with the provisions of this Agreement. As used herein, the term "Collateral Agent" refers to such collateral agent and his successors appointed as provided herein.

3. Pledgor agrees that in the event that a corporation issues any stock as a dividend or as a result of a stock split or other reclassification of the Stock, Pledgor will deposit with the Collateral Agent such stock as is issued on account of the Stock as a result of such dividend, split or other reclassification. Any such stock delivered to Collateral Agent is herein pledged to Pledgee

and shall be included within the references herein to "Stock."

4. Any dividends or distributions paid on account of the Stock or an Interest shall be payable to and are endorsed and direction is hereby given to pay the same to the Collateral Agent. Until payment in full of the Note and termination of this pledge, any such dividend or other distribution, and any dividend or distribution payable in kind, with respect to the Stock or an Interest shall be pledged and deposited with Collateral Agent to be held hereunder together with the Stock and the Interests, provided if the value of the Stock and Interests and such dividend or distribution and any other collateral held hereunder then exceeds the sum of all amounts then owed by Pledgor pursuant to the Note, and Pledgor is not then in default under the Note, Collateral Agent shall pay such dividend or other distribution to Pledgor to the extent of such excess. Such determination shall be made by Collateral Agent based on information reasonable available to Collateral Agent who may rely on opinions of attorneys, certified public accountants, investment counsel, appraisers and other professionals, and Collateral Agent shall not be liable for any determinations made in reliance on such an opinion of such person so long as Collateral Agent selected such person using reasonable care.

5. Provided that Pledgor is not in default hereunder or under the Note, Pledgor shall have the right to vote the Stock.

6. If any default shall occur under the Note, or in the event of any default by Pledgor under the terms of this Agreement or under any obligation or guarantee, direct or indirect, made to Pledgee which is not cured within five business days of receipt by Pledgor of written notice of default, then and in any such event the Collateral Agent shall release to Pledgee the certificates of Stock, the Interests and all other property pledged hereunder upon receipt of Pledgee's written notice of such event given to the Collateral Agent, and upon receipt by Pledgee from the Collateral Agent of the certificates evidencing the Stock, the Interests and all other property pledged hereunder, Pledgee may exercise with respect to such Stock, the Interests and other property all rights of a secured party upon default of its debtor under the Florida Uniform Commercial Code.

7. Pledgor shall be entitled to a release of the Stock, the Interests and other property pledged hereunder upon payment in full of all amounts payable pursuant to the Note and this Agreement. In such event, upon delivery by the Collateral Agent of the certificates of Stock, the Interests and other property pledged hereunder to the Pledgor, this pledge shall terminate.

8. No delay on the part of Pledgee in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other and further exercise thereof or the exercise of any other power or right. Any modification or waiver of any right of Pledgee hereunder shall be ineffective unless in writing and signed by Pledgee. This Agreement shall be interpreted and all rights and obligations arising hereunder or from any document related hereto shall be determined in accordance with the laws of the State of Florida.

9. Pledgee shall have all rights of a secured party under the Florida Uniform Commercial Code.

10. The following provisions also apply to the Collateral Agent:

10.1 Collateral Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Collateral Agent. Collateral Agent may also be a law firm representing Pledgee or an affiliate of or otherwise related to Pledgee or Pledgor. The parties consent to Collateral Agent continuing to represent Pledgee and its continuing affiliation with Pledgee or Pledgor, notwithstanding the fact that it also shall have the duties provided for in this Agreement, and the parties also consent to, approve of and authorize Collateral Agent to act hereunder notwithstanding the fact that the Collateral Agent is related to Pledgee or Pledgor.

10.2 Collateral Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Collateral Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same; and its duties under this agreement shall be limited to those provided in this Agreement.

10.3 Unless Collateral Agent discharges any of its duties under this Agreement in a grossly negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, the parties shall indemnify Collateral Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Collateral Agent under this Agreement; and in such connection shall indemnify Collateral Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceedings or resisting any claim in such capacity. Collateral Agent shall be vested with a lien on all property deposited under this Agreement for indemnification, for reasonable attorneys' fees and court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by Collateral Agent in its capacity as collateral agent by reason of disputes arising between the parties to this Agreement as to the correct interpretation of this Agreement and instructions given to Collateral Agent under this Agreement, or otherwise, with the right of Collateral Agent, regardless of any instructions, to hold the property deposited in escrow until and unless said additional expenses, fees and charges shall be fully paid.

10.4 If the parties (including Collateral Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Collateral Agent, Collateral Agent may, but shall not be required to, file

an action in interpleader to resolve the disagreement. Collateral Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Collateral Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

10.5 Collateral Agent may consult with counsel of its own choice and shall have full and complete authorization and protection in accordance with the opinion of such counsel. Collateral Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

10.6 Any Collateral Agent may resign upon 10 days written notice to Pledgor and Pledgee. If a successor Collateral Agent is not appointed jointly by Pledgor and Pledgee within the 10-day period, such Collateral Agent may petition a court of competent jurisdiction to name a successor. In addition, Pledgor and Pledgee acting jointly may remove any Collateral Agent serving hereunder at any time and from time to time with or without cause through a notice in writing to such Collateral Agent provided that Pledgor and Pledgee acting jointly appoint a successor Collateral Agent.

11. Pledgor will at any time and from time to time execute and deliver such UCC-1 forms and other instruments and perform such acts as the Pledgee may reasonably request in order to establish and maintain a valid security interest in the Stock and the Interests and will pay all costs of filing and recording in connection therewith.

12. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed by the Pledgor and the Pledgee.

13. This Agreement may be executed in several counterparts each of which shall be deemed an original, and such counterparts, taken together, shall constitute one and the same instrument.

14. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns or successors of the parties hereto.

15. In the event of any litigation or legal proceedings arising out of or relating to this Agreement, the prevailing party shall be entitled to recover attorneys' fees, including fees at the appellate level.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Witnesses:

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Jorge Mas, trustee of Marital Trust #2
under the will of Jorge L. Mas Canosa,
Pledgee

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________ Mas, Pledgor

COLLATERAL AGENT:

Jorge Mas

EXHIBIT 5

ASSIGNMENT, ACCEPTANCE, AGREEMENT
TO BE BOUND AND GENERAL PARTNER CONSENT

The undersigned trustee of Marital Trust #2 under the will of Jorge L. Mas Canosa hereby transfers, assigns and delivers ______% of all of its right, title and interest as a limited partner in Jorge L. Mas Canosa Holdings I Limited Partnership, a Texas limited partnership (the "Partnership") to _______ Mas. The undersigned intends that the foregoing transferee shall be admitted as a limited partner of the Partnership to the extent of the interest hereby assigned in place of the undersigned on and after the effective date of this assignment, and this assignment shall be effective as of __________, 1998.

In witness whereof, the undersigned has executed this assignment as of the ____ day of ______, 1998.

Jorge Mas, trustee of Marital Trust #2 under
the will of Jorge L. Mas Canosa

The transferee of the foregoing assignment hereby accepts such assignment, signifies his status as a limited partner of the Partnership and agrees to be bound by the terms and conditions of the Limited Partnership Agreement of the Partnership, and agrees to the continuation of the business of the Partnership in accordance with the terms of said Agreement. This acceptance and agreement to be bound is effective as of the ____ day of _______, 1998.

_____ Mas

The following general partner of the Partnership hereby (a) consents to the foregoing assignment and to the admission of such transferee as a limited partner of the Partnership in accordance with the foregoing terms, (b) waives any right to purchase the assigned interest which arises by reason of this transfer of such interest by the foregoing assignor to the foregoing assignee (but this waiver shall not extend to any further transfer of such interest), and (c) also consents to the pledge of the partnership interest as collateral in accordance with, but only in accordance with, that certain Pledge and Security Agreement dated ______, 1998, between ______ Mas, as Pledgor, and Jorge Mas, trustee of Marital Trust #2 under the will of Jorge L. Mas Canosa, as Pledgee.

Jorge L. Mas Canosa Holdings Corporation,
as general partner of the Jorge L. Mas Canosa
Holdings I Limited Partnership

By: ____________________________________
__________, its President