

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549
 FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
 EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 1995
 OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
 SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
 Commission file number 0-3797

MasTec, Inc.

 (Exact name of registrant as specified in its charter)

Delaware

59-1259279

 (State or other Jurisdiction
 of incorporation or organization)

 (I.R.S. Employer
 Identification No.)

8600 N.W. 36th Street, Miami, FL

33166

 (Address of principal executive offices)

 (Zip Code)

(305) 599-1800

 (Registrant's telephone number, including area code)

Not Applicable

 (Former name, former address and former fiscal year,
 if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports
 required to be filed by Section 13 or 15(d) of the Securities Exchange Act
 of 1934 during the preceding 12 months (or for such shorter period that the
 registrant was required to file such report), and (2) has been subject to
 such filing requirements for the past 90 days.

Yes No

Indicate the number of shares outstanding of each of the issuer's classes
 of common stock, as of the latest practicable date.

Class of Common Stock	Outstanding as of June 30, 1995
----- \$ 0.10 par value	----- 16,045,180

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MasTec, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In Thousands Except Per Share Amounts)
(Unaudited)

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	JUNE 30, 1995	1994	JUNE 30, 1995	1994
Revenues	\$ 46,454	\$ 36,616	\$ 90,016	\$ 53,773
Costs and Expenses				
Costs of Revenues (exclusive of depreciation and amortization shown separately below)	33,403	27,985	65,417	41,175
Gross Profit	13,051	8,631	24,599	12,598
General and Administrative	4,795	4,245	9,788	6,352
Depreciation and Amortization	1,839	1,709	3,444	2,262
Operating Income	6,417	2,677	11,367	3,984
Other Expense (Income)				
Interest Expense-				
Borrowings	1,060	895	2,222	1,222
Notes to Shareholders	66	60	135	120
Interest and Dividend Income	(441)	(393)	(838)	(468)
Interest on Notes from Shareholders	(95)	(81)	(193)	(141)
Gain on Sale of Theatre Assets	0	0	(2,304)	0
Other, Net	(1,604)	(88)	(1,686)	(192)
	(1,014)	393	(2,664)	541
Income before income taxes, equity in earnings of unconsolidated joint ventures and minority interest	7,431	2,284	14,031	3,443
Equity in earnings (losses) of unconsolidated joint ventures	0	92	(11)	137
Provision for Income Taxes	2,800	793	5,243	395
Income before minority interest	4,631	1,583	8,777	3,185
Minority interest	22	0	36	0
NET INCOME	\$ 4,653	\$ 1,583	\$ 8,813	\$ 3,185
Weighted Average Shares Outstanding	16,166	16,051	16,168	16,056
Earnings Per Share	\$ 0.29	\$ 0.10	\$ 0.55	\$ 0.20

The accompanying notes are an integral part of these financial statements.

MasTec, Inc.
 CONDENSED CONSOLIDATED BALANCE SHEETS
 (In Thousands)

	JUNE 30, 1995 (Unaudited)	DECEMBER 31, 1994 (Audited)
	-----	-----
ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 12,676	\$ 5,612
Accounts Receivable-Net and Unbilled Revenues	41,813	33,837
Inventories	4,491	4,111
Deferred and Refundable Income Taxes	1,308	1,368
Theatre Assets held for Sale	0	7,414
Other	1,685	700
	-----	-----
Total Current Assets	61,973	53,042
	-----	-----
Property and Equipment - At Cost	56,814	50,104
Accumulated Depreciation	(8,430)	(6,102)
	-----	-----
Property - Net	48,384	44,002
Investment in Preferred Stock	9,000	9,000
Notes Receivable from Shareholders	1,770	3,570
Real Estate Investments	30,732	30,704
Other Assets	1,841	2,134
	-----	-----
TOTAL ASSETS	\$ 153,700	\$ 142,452
	=====	=====

The accompanying notes are an integral part of these financial statements.
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MasTec, Inc.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In Thousands)

	JUNE 30, 1995 (Unaudited)	DECEMBER 31, 1994 (Audited)
	-----	-----
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Current Maturities of Debt	\$ 8,037	\$ 8,229
Current Portion of Notes Payable		
To Shareholders	0	1,000
Accounts Payable	16,699	8,512
Accrued Insurance	3,503	4,227
Accrued Compensation	1,893	2,193
Accrued Interest	420	631
Accrued Taxes	1,257	0
Other	5,323	5,966
	-----	-----
Total Current Liabilities	37,132	30,758
	-----	-----
Deferred Income Taxes	17,628	17,938
	-----	-----
Accrued Insurance - Non-Current	7,743	6,893
	-----	-----
Other Liabilities	0	33
	-----	-----
Long-Term Debt		
Long-Term Debt	19,185	15,206
Notes Payable to Shareholders	0	1,500
Convertible Subordinated Debentures	12,250	19,250
	-----	-----
Total Long-Term Debt	31,435	35,956
	-----	-----
Shareholders' Equity		
Common Stock	2,643	2,643
Capital Surplus	134,110	134,094
Retained Earnings	15,085	6,272
Treasury Stock	(92,076)	(92,135)
	-----	-----
Total Shareholders' Equity	59,762	50,874
	-----	-----
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$ 153,700	\$ 142,452
	=====	=====

The accompanying notes are an integral part of these financial statements.

MasTec, Inc.
 CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
 (In Thousands)

	SIX MONTHS ENDED JUNE 30,	
	1995	1994
	-----	-----
	(Unaudited)	
Cash Flows from Operating Activities:		
Net Income	\$ 8,813	\$ 3,185
Adjustments to Reconcile Net Income to Net Cash Provided (Used) by Operating Activities:		
Minority Interest in Consolidated Joint Ventures	(36)	0
Depreciation and Amortization	3,444	2,262
Equity in (Earnings) Losses of Unconsolidated Joint Ventures	11	(137)
(Gain) on Sale of Theatre Assets	(2,304)	0
(Gain) on Sale of Assets	(138)	0
Changes in Assets and Liabilities Net of Effect of Acquisitions:		
Accounts Receivable-Net and Unbilled Revenues	(6,776)	(5,702)
Inventories and Other Current Assets	(849)	512
Other Assets	160	202
Accounts Payable and Accrued Expenses	6,952	(394)
Accrued and Refundable Income Taxes	1,317	(1,007)
Other-Current Liabilities	(643)	(750)
Deferred Taxes	(310)	87
Other Liabilities	853	(236)
	-----	-----
Net Cash Provided (Used) by Operating Activities	10,494	(1,978)
	-----	-----
Cash Flows from Investing Activities:		
Cash Acquired in Acquisition	0	6,362
Distribution from Unconsolidated Joint Ventures	79	75
Net Proceeds from Sale of Theatre Assets	9,718	0
Proceeds from Sale of Assets	1,218	93
Repayment of Loans to Shareholders	1,800	0
Capital Expenditures	(7,170)	(2,197)
Investments in Unconsolidated Joint Ventures	0	(140)
Investment in Unconsolidated Subsidiary	0	(1,000)
Loans to Shareholders	0	(3,570)
	-----	-----
Net Cash Provided (Used) by Investing Activities	5,645	(377)
	-----	-----

(Continued)

MasTec, Inc.
 CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
 (In Thousands)

Cash Flows from Financing Activities:		
Proceeds from Term Loan	12,000	0
Proceeds from Equipment Loan	2,584	0
Debt Repayments	(20,718)	(543)
Repayment of Loans from Shareholders	(2,500)	0
Financing Costs	(516)	0
Net Proceeds from Common Stock issued from Treasury	75	0
	-----	-----
Net Cash Used in Financing Activities	(9,075)	(543)
	-----	-----
Net Increase (decrease) in Cash and Cash Equivalents	7,064	(2,898)
Cash and Cash Equivalents - Beginning of Period	5,612	8,930
	-----	-----
Cash and Cash Equivalents - End of Period	\$ 12,676	\$ 6,032
	=====	=====

Supplemental disclosures of Cash Flow information:

Cash Paid During the Period:

Interest	\$ 2,568	\$ 1,682
Income Taxes (net of refunds)	\$ 4,121	\$ (30)

(Continued)

The accompanying notes are an integral part of these financial statements.
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MasTec, Inc.
 CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Concluded)
 (In Thousands)

SIX MONTHS ENDED
 JUNE 30,

1995 1994

(Unaudited)

Supplemental Schedule of non-cash investing activities:

Reverse Acquisition of Burnup

Fair Value of Net Assets Acquired:

Accounts Receivables	\$	18,274
Inventories and Other Current Assets		7,524
Investment		9,000
Property		40,685
Real Estate Investments and Other Assets		32,645

Total Non-Cash Assets \$ 108,128

Liabilities		49,559
Long-Term Debt		31,776

Total Liabilities Assumed \$ 81,335

Net Non-Cash Assets Acquired		26,793
Cash Acquired		6,362

Net Value of Assets Acquired \$ 33,155

Purchase Price \$ 33,155

Property Acquired:

Through Financing Arrangements	\$	2,921	\$	142
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Note Payable for Purchase of Unconsolidated
 Subsidiary

\$ 2,244

Property Disposed:

Receivable arising from the sale of equipment (collected July 11, 1995)	\$	1,200
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1. CONSOLIDATION AND PRESENTATION

The accompanying unaudited condensed consolidated financial statements of MasTec, Inc. have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions for Form 10-Q and Rule 10-01 of Regulation S-X. They do not include all information and notes required by generally accepted accounting principles for complete financial statements and should be read in conjunction with the audited financial statements and notes thereto included in the Company's annual report on Form 10-K for the year ended December 31, 1994. The financial information furnished reflects all adjustments, consisting only of normal recurring accruals which are, in the opinion of management, necessary for a fair presentation of the financial position and results of operations for the periods presented. The results of operations are not necessarily indicative of future results of operation or financial position of MasTec , Inc.

Under generally accepted accounting principles, the Burnup Acquisition (as defined in Note 2 below) was accounted for as a purchase by the CT Group (as defined in Note 2 below) and, therefore, the 1994 financial statements presented are those of the CT Group during such period and the operations of Burnup & Sims Inc. ("Burnup") during the period March 11, 1994 through June 30, 1994.

2. ACQUISITIONS

On March 11, 1994, Church & Tower, Inc. ("CT") and Church & Tower of Florida, Inc. ("CTF" and, together with CT, "CT Group"), privately held corporations under common control, were acquired (the "Burnup Acquisition") through an exchange of stock, by Burnup, a Delaware public company. Immediately following the Burnup Acquisition, the name of Burnup was changed to MasTec, Inc. ("MasTec" or the "Company") and its fiscal year end was changed to December 31.

The following information presents the unaudited pro forma condensed results of operations for the six months ended June 30, 1994 of MasTec as if the Acquisitions described in the Company's Annual Report on Form 10-K had occurred on January 1, 1994. Adjustments have been made related to purchase accounting and other matters related to the Acquisitions. These results are presented for informational purposes only and are not necessarily indicative of the future results of operations or financial position of MasTec or the results of operations or financial position of MasTec had the Acquisitions occurred on January 1, 1994.

RESULTS OF OPERATIONS
FOR THE SIX MONTHS ENDED JUNE 30, 1995 AND 1994
(In Thousands Except Per Share Amounts)
(Unaudited)

	ACTUAL 1995	PRO FORMA 1994
Revenues	\$ 90,016	\$ 74,041
Net Income	8,813	107
Earnings Per Share	\$ 0.55	\$ 0.01

Revenues for the six months ended June 30, 1995 are \$16 million higher than pro forma 1994 revenues primarily due to an increase in revenue from new and existing utilities services contracts.

Actual 1995 results reflect an improvement of \$8.7 million from 1994 pro forma net income of \$107,000 to net income of \$8.8 million for 1995. The improved results are directly related to an increase in revenues, improved efficiencies in core contract areas as a result of cost reductions and enhanced productivity, a \$1.4 million gain, net of tax, from the sale of theatre assets and an \$844,000 favorable settlement of litigation, net of tax.

3. Related Party Transactions

Notes Receivable from shareholders bear interest at the prime rate plus 2% (11% at June 30, 1995). On June 30, 1995, the Company collected notes receivable from shareholders of \$1,800,000 plus accrued interest thereon of \$467,000. Further on such date, the Company paid notes payable to shareholders of \$2,500,000 plus accrued interest thereon of \$259,000.

MASTEC, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 1995 (Continued)

4. Debt

Debt is summarized as follows (in thousands):

	June 30, 1995	December 31, 1994
Term Loan payable to Bank, at LIBOR plus 2.50% (8.5% at June 30, 1995)	\$ 10,674	\$ 0
Term Loan payable to Bank, at 7.7% fixed	886	1,144
Term Loan payable to Bank at prime rate plus 1.5% (10% at December 31, 1994)	0	8,294
Term Loan payable to Bank at prime rate plus 1.5% (10% at December 31, 1994)	0	1,000
Equipment Loan payable to Bank at LIBOR plus 2.5% (8.5% at June 30, 1995)	2,584	0
Notes Payable to Shareholders, at prime rate plus 2% (11% at June 30, 1995)	0	2,500
Capital Leases, at interest rates from 6% to 12% due in installments through the year 2000	2,272	3,826
Other notes payable for equipment, at interest rates from 9% to 10% due in installments through the year 2000	5,973	3,899
Other, at 7% due in four semi-annual installments through July 10, 1996	1,412	1,851
Other, at 7% due in eight quarterly installments through July 1, 1996	796	796
12% Convertible Subordinated Debentures due in year 2000	14,875	21,875
	-----	-----
Total Debt	39,472	45,185
Less Current Maturities	(8,037)	(9,229)
	-----	-----
Long Term Debt	\$ 31,435	\$ 35,956
	=====	=====

The 12% convertible subordinated debentures (the "Debentures") require an annual payment to a sinking fund, which commenced on November 15, 1990, calculated to retire 75% of the issue prior to maturity. The Company has the option to redeem all or part of the Debentures prior to the due date by paying the principal amount at face value. The Debentures are convertible into Common Stock at an adjusted conversion price of \$16.79 per share. At June 30, 1995, approximately 886,000 shares were reserved for conversion. The terms of the Debentures include certain restrictions on the

payment of dividends. On April 17, 1995, the Company redeemed \$7 million of the outstanding balance.

On January 26, 1995 the Company entered into a new \$39.5 million credit facility (the Credit Facility) with Shawmut Capital (the Bank). The Credit Facility is comprised of three sub-facilities: a \$12 million term loan (the "Term Loan") secured by certain equipment, a \$15 million revolving loan (the "Revolver") collateralized by receivables and inventory and a \$12.5 million equipment revolver term loan (the "Equipment Loan") secured by new or used equipment purchased under the Equipment Loan facility. The Company used a portion of the proceeds of the Term Loan to repay \$10.5 million in term loans outstanding at December 31, 1994. The remaining portion of the Term Loan was used to primarily finance new equipment purchases and expenses associated with obtaining the Credit Facility.

Interest on the Term Loan and Equipment Loan accrue, at the Company's option, at the rate of prime or 2.5% over LIBOR. Interest on the Revolver accrues, at the Company's option, at the rate of prime or 2.25% over LIBOR. The Credit Facility requires the Company to pay a commitment fee of \$162,500 and an unused line fee at an annual rate of one quarter of one percent of the amount of the unused facility amount less \$6,000,000. The Term Loan is payable in quarterly installments based upon a ten year amortization.

Borrowings outstanding during the period ended June 30, 1995 under the Equipment Loan were \$2.5 million. The Equipment Loan is payable in quarterly installments based on a four year amortization commencing January 1996.

No borrowings were outstanding during the period ended June 30, 1995 under the Revolver. See Note 8 regarding the Devono Transaction and sale of Lectro.

Debt agreements contain, among other things, restrictions on the payment of dividends and require the maintenance of certain financial covenants.

5. Earnings Per Share and Capital Stock

Earnings per share is based on the weighted average number of common shares outstanding. Fully diluted earnings per share is not presented as the effect is anti-dilutive or not material.

At June 30, 1995 the Company had 50,000,000 shares of \$.10 par value common stock (the "Common Stock") authorized and 16,045,180 shares outstanding, and 5,000,000 shares of authorized but unissued preferred stock.

6. Contingencies

In 1990 and 1993 purported class action and derivative complaints were filed against the Company, members of its Board of Directors, the Company's then largest stockholders, and CT and CTF. The complaints generally alleged that the defendants breached their fiduciary duties in connection with certain corporate transactions which occurred prior to the Burnup Acquisition and certain other matters which allegedly could have impacted the terms of the Burnup Acquisition.

The 1993 Complaint also claims derivatively that each member of the Board of Directors engaged in mismanagement, waste and breach of his fiduciary duties in managing the Company's affairs. On November 29, 1993, plaintiff filed a motion for an order preliminarily and permanently enjoining the Acquisition and the Redemption. On March 7, 1994, the court heard arguments with respect to plaintiff's motion to enjoin the Burnup Acquisition and on March 10, 1994, the court denied plaintiff's request for injunctive relief.

The Company believes that the allegations in the complaint, the Amended Complaint and the 1993 Complaint and the 1993 Amended Complaint are without merit, and intends to vigorously defend this action.

Trilogy Communications, Inc. V. Excom Realty, Inc., was filed on April 19, 1990 in the Superior Court of New Jersey, Monmouth County, Law Division, Docket No. L-52787-90. The plaintiff served its complaint for damages and declaratory relief on Excom Realty, Inc., a wholly owned subsidiary of the Company. On May 3, 1991, the plaintiff moved for summary judgment. On January 2, 1992, the Court denied plaintiff's motion for summary judgment and granted the Company's cross motion for summary judgment and granted the Company leave to amend and supplement its answer to assert a counterclaim. On May 1, 1995, the Company settled its claim for \$1.3 million which is recorded as other income in the accompanying financial statements.

The Company is also a defendant in other legal actions arising in the normal course of business. Management believes, based on consultations with its legal counsel, that the amount provided in the financial statements of the Company are adequate to cover the estimated losses expected to be incurred in connection with these matters.

7. Sale of Theatre Assets

On March 17, 1995, the Company sold the assets of its indoor theatre chain for approximately \$11.5 million of which \$1.8 million was used to pay liabilities not assumed by the buyer and transaction costs incurred. Revenues from the indoor theatres included in the general products and other segment for the six months ended June 30, 1995 and the period March 11, 1994 through June 30, 1994 were approximately \$2.6 million and \$3.8 million, respectively. A gain on sale of approximately \$2.3 million pretax or \$1.4 million, net of tax was realized on the sale.

8. Subsequent Events

Devono Transaction

On July 14, 1995 the Company entered into a loan agreement with Devono Company Limited, a British Virgin Islands corporation (the "Borrower"), whereby the Company lent the Borrower \$25,000,000 at an annual interest rate of 15% for a term of 180 days (the "Devono Loan"). The Company financed the Loan by providing the Borrower with \$5,000,000 from its working capital and drawing upon the Company's existing credit facilities for the remaining amount. The Borrower may extend the term of the Devono Loan at an annual interest rate of 17.5% for two additional ninety day periods. The Devono Loan is non-recourse to the Borrower, and, in the event of a default, the Company's sole recourse will be to its security interest in 40% of the outstanding and issued shares of the common stock of an Ecuadorian company which owns a majority interest in a company licensed to operate a cellular phone service and an international teleport system in the Republic of Ecuador.

ULM Acquisition

On July 17, 1995 the Company purchased for \$3.25 million the outstanding stock of Utility Line Maintenance, Inc. ("ULM"), a company engaged in the right of way clearance business using customized machinery for its operations. The shareholder of ULM received \$1.75 million at closing with the balance to be paid over the next four years based on future pre-tax earnings of ULM.

Lectro Sale

On August 9, 1995, the Company sold the stock of Lectro Products, Inc., a wholly owned subsidiary, for \$11.9 million in cash and a note receivable (the "Note") of \$450,000. Cash proceeds, net of transaction expenses, were \$11.3 million. The Company estimates recording a pre-tax gain of approximately \$8 million after transaction expenses. The proceeds were used to repay \$10 million borrowed to finance the Devono Loan with the excess invested in short term investments. A portion of the Note (\$250,000) is subject to adjustments based upon ultimate collectability of Lectro's accounts receivables as of June 30, 1995. Any changes in proceeds as a result of any adjustments are not expected to be material.

Revenues from Lectro included in the general products and other segment for the six months ended June 30, 1995 and the period March 11, 1994 through June 30, 1994 were approximately \$6.8 million and \$3.6 million, respectively.

MasTec, Inc.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
RESULTS OF OPERATIONS AND FINANCIAL CONDITION JUNE 30, 1995

The following discussion of the Company's financial condition and results of operations should be read in conjunction with the Condensed Consolidated Financial Statements and notes thereto included elsewhere herein.

RESULTS OF OPERATIONS

The following table sets forth certain historical consolidated earnings data as a percentage of revenues for the periods indicated.

	THREE MONTHS	
	ENDED JUNE 30	
	1995	1994
	-----	-----
Revenues	100.0%	100.0%
Cost of revenues	71.9%	76.4%
Gross Margin	28.1%	23.6%
General and Administrative Expenses	10.3%	11.6%
Depreciation & Amortization	4.0%	4.7%
Interest expense	2.4%	2.6%
Interest Income and Other income(expense), net	4.6%	1.5%
Net income	10.0%	4.3%

Three Months Ended June 30, 1995 vs. Three Months Ended June 30, 1994.

The results for the quarter ended June 30, 1995, include the favorable settlement of litigation of \$1,350,000, pretax, which is included in other income above. See Note 6 to the Condensed Consolidated Financial Statements.

Revenues for the three months ended June 30, 1995 were \$46.5 million, representing an increase of \$9.8 million or 21% when compared to revenues for the three months ended June 30, 1994. The increase resulted primarily from the inclusion of revenues from companies acquired during 1994 (\$5.1 million), the expansion into new contract areas (\$3.4 million) and increased revenues (\$3.7 million) from existing utilities services contracts. The increase was offset by a lower revenue base from theatre operations as a result of the sale of its indoor theatres in March 1995.

Cost of revenues as a percentage of revenues decreased from 76.4% in 1994 to 71.9% in 1995. The resulting increase in gross margin to 28.1% in 1995 from 23.6% in 1994 is primarily due to the increase in volume which translated into operational efficiencies in contract areas, coupled with enhanced productivity and cost reductions.

MasTec, Inc.
 MANAGEMENT'S DISCUSSION AND ANALYSIS OF
 RESULTS OF OPERATIONS AND FINANCIAL CONDITION JUNE 30, 1995
 (continued)

General and administrative expenses for the quarter ended June 30, 1995 were \$4.8 million or 10.3% of revenues, compared to \$4.2 million or 11.6% of revenues for the same period in the prior year. Although, as a percent of revenues, general and administrative expenses have decreased, as a result of the Company's continuous evaluation and pursuit of growth opportunities and business development in the United States and abroad, certain general and administrative costs are incurred without current economic benefit. See Liquidity and Capital Resources for a discussion of investments considered.

Depreciation and amortization expense was \$1.8 million for the three months ended June 30, 1995, or 4.0% of revenues, compared to \$1.7 or 4.7% of revenues for 1994. The increased expenses are primarily a result of increased equipment capital expenditures for new contract areas as well as scheduled fleet replacements.

Interest expense was \$1,126,000 for 1995 compared to \$955,000 for 1994. The increase is due primarily to new borrowings for equipment of \$5.5 million. This increase was offset by the \$7 million repayment of the debentures in April 1995.

Other income includes \$1,350,000 related to the favorable settlement of the Trilogy litigation described in Note 6 to the Condensed Consolidated Financial Statements.

	SIX MONTHS ENDED JUNE 30	
	1995	1994
	-----	-----
Revenues	100.0%	100.0%
Cost of revenues	72.7%	76.6%
Gross Margin	27.3%	23.4%
General and Administrative Expenses	10.9%	11.8%
Depreciation & Amortization	3.8%	4.2%
Interest expense	2.6%	2.5%
Other income (expense), net	5.6%	1.5%
Net income	9.8%	5.9%

Six Months Ended June 30, 1995 vs Six Months Ended June 30, 1994

The results for the six months ended June 30, 1994 include six months of operations of the CT Group and operating results of Burnup for the period March 11, 1994 through June 30, 1994. (See Note 2 to the condensed

MasTec, Inc.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
RESULTS OF OPERATIONS AND FINANCIAL CONDITION JUNE 30, 1995
(Continued)

Consolidated Financial Statements.) The results for the six months ended June 30, 1995 include a gain from the sale of theatre assets of approximately \$2.3 million, pretax, which is included in other income above. See Note 7 to the Condensed Consolidated Financial Statements.

Revenues for the six months ended June 30, 1995 increased by approximately \$36.2 million from \$53.8 million in 1994, primarily resulting from companies acquired (approximately \$19 million), expansion into new contract areas, and an increase in revenues from existing service utilities contracts.

Cost of revenues as a percentage of revenues decreased from 76.6% in 1994 to 72.7% in 1995 primarily due to the reason cited in the quarterly discussion.

General and administrative expenses increased by approximately \$3.4 million due primarily to the impact of the Burnup Acquisition.

Depreciation and amortization decreased as of percentage of revenues from 4.2% in 1994 to 3.8% in 1995, primarily as a result of an increase in revenue. Depreciation expense increased from \$2.3 million to \$3.4 million primarily due to a fleet replacement program and an increased in capital expenditures resulting from expansion into new contract areas.

Interest expense increased due to debt assumed (see Statement of Cash Flows- Supplemental Schedule of Non-cash Financing and Investing Activities) and the incurrence of indebtedness to shareholders pursuant to the Burnup Acquisition.

The increase in interest and dividend income resulted from the preferred stock investment acquired as part of the Burnup Acquisition.

On March 17, 1995, the Company sold Floyd Theatres 83 indoor screens to Carmike Cinemas realizing a gain on sale of \$2.3 million.

Upon consummation of the Burnup Acquisition, the CT Group's election to be treated as an S Corporation was terminated and, accordingly, the Company recognized a net deferred tax asset of approximately \$435,000 related to deductible temporary differences. This benefit was reduced by a provision for the results of operations of the consolidated group for the period March 31, 1994 to June 30, 1994 at an effective tax rate of 35%.

MasTec, Inc.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
RESULTS OF OPERATIONS AND FINANCIAL CONDITION JUNE 30, 1995
(Continued)

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES
June 30, 1995 vs December 31, 1994

The Company's primary source of liquidity during the six months ended June 30, 1995 was cash flow from operations of \$10.5 million and net proceeds from the sale of theatre assets of \$9.7 million. As of June 30, 1995, working capital was approximately \$24.8 million compared to working capital of approximately \$22.3 million at December 31, 1994. The Company's cash position was \$12.7 million at June 30, 1995 compared to \$5.6 million at December 31, 1994.

In the six months ended June 30, 1995, cash of \$10.5 million was generated from operations compared to \$2.0 used by operations in the six months ended June 30, 1994. The increase in 1995's operating cash flows represents improved results in the Company's core utilities services segment.

The Company, as a result of obtaining new contracts and continuing a fleet replacement program, increased capital expenditures by approximately \$5.0 million during the first six months of 1995 compared to the first six months of 1994.

It is anticipated that an additional \$6 million will be invested in machinery and equipment for the balance of the year.

A portion of the net proceeds (\$7 million) from the sale of the theatre assets was used to repay the Debentures on April 17, 1995. The reduction in the outstanding balance of the Debentures reduced interest cost. See Note 4 to the Condensed Consolidated Financial Statements.

The Company continues to evaluate the feasibility of investing and participating in the operations of certain telecommunications related companies in Latin America. External financing, cash generated by operations and sale of non-core assets are anticipated sources of funding for these investments. As discussed in Note 8 to the Condensed Consolidated Financial Statements, on July 14, 1995, the Company made the Devono Loan. In connection with the Devono Loan, the Company borrowed \$20 million under its line of credit, \$10 million of which was repaid with proceeds from the sale of Lectro. Availability under the Company's existing credit facility is currently \$14 million.

Debt agreements to which the Company is a party contain, among other things, restrictions on the payment of dividends and require the maintenance of certain financial covenants. Pursuant to such covenants, the Company is currently prohibited from declaring or paying dividends. See Note 4 to the Condensed Consolidated Financial Statements.

The Company currently anticipates that operating cash requirements, capital expenditures, and debt service will substantially be funded from cash flow generated by operations, sale of non-core assets and investment income, as well as, existing credit facilities.

See Note 6 to the Condensed Consolidated Financial Statements.

Item 2. Changes in Securities

None

Item 3. Defaults on Senior Securities

None

Item 4. Results of Votes of Security-Holders

The 1994 Annual Meeting of Stockholders of MasTec, Inc. (the "Meeting") was held on May 16, 1995 for the purpose of electing two directors for term ending in 1998.

The following summarizes the results of the vote for each candidate.

Issue	Number of Shares Voted		
	For	Withheld	Abstaining
Jose S. Sorzano	14,680,988	72,499	0
Arthur B. Laffer	14,681,408	72,079	0

At the meeting, Mr. Jose S. Sorzano and Arthur B. Laffer were elected as Class III Directors.

Item 5. Other Information

None

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits.

Exhibit 10. Loan Agreement dated July 14, 1995 between
MasTec, Inc. and Devono Company Inc.

Exhibit 27. Article 5 - Financial Data Schedule

(b) Reports on Form 8-K.

On May 12, 1995, the Company filed Form 8-K with the Securities and Exchange Commission reporting the dismissal of Price Waterhouse LLP as the Company's independent certified public accountants.

On June 30, 1995, the Company filed Form 8-K with the Securities and Exchange Commission reporting the engagement of Coopers & Lybrand, L.L.P. as the Company's independent accountant.

On August 10, 1995, the Company filed Form 8-K with the Securities and Exchange Commission reporting the Company's loan agreement with Devono Company Limited, a British Virgin Islands corporation.

Pursuant to the requirement of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MasTec, Inc.
Registrant

Date: August 14, 1995

/s/ Carlos A. Valdes

Carlos A. Valdes
Sr. Vice-President - Finance
(Principal Financial Officer)
and
Authorized Officer of the
Registrant

This Loan Agreement is entered into on this 14th day of July, 1995, by and between Devono Company Limited, a British Virgin Islands corporation (the "Borrower"), and MasTec, Inc. , a Delaware corporation with its principal place of business located at 8600 N.W. 36th Street, 8th Floor, Miami, Florida 33166 (the "Lender")

WITNESSETH:

WHEREAS, the Borrower owns all of the issued and outstanding capital stock of Cempresa, S.A., an Ecuadorian corporation ("Cempresa");

WHEREAS, Cempresa owns 13,157,942 shares or approximately fifty-two and six-tenths percent (52.6%) of the issued and outstanding shares of the common stock of Consorcio Ecuatoriano de Telecomunicaciones S.A. ("Conecell"), an Ecuadorian corporation licensed to operate a mobile cellular telecommunications system and an international teleport system in the Republic of Ecuador;

WHEREAS, the Borrower wishes to obtain a loan from the Lender; and

WHEREAS, the Lender is willing to provide a loan to the Borrower, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the Borrower and the Lender agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.1 Defined Terms. As used in this Agreement, the following terms have the following meanings (terms defined in the singular shall have the same meaning when used in the plural and vice versa):

"Agreement" means this Loan Agreement, as amended, supplemented, or modified from time to time.

"Cempresa Shares" means two-thousand (2,000) shares representing forty percent (40%) of the issued and outstanding common stock of Cempresa.

"Conecell Shares" means thirteen million one hundred fifty seven thousand nine hundred forty-two (13,157,942) shares representing fifty-two and six tenths percent (52.6%) of the issued and outstanding common stock of Conecell.

"Fideicomiso" means that certain trust agreement to be entered into simultaneously herewith by and between the Borrower and the Lender, whereby the Borrower shall place the Cempresa Shares in an Ecuadorian trust for the benefit of Lender.

Page 1 of 9

"Lender" means MasTec, Inc.

"Loan" means the Twenty-Five Million Dollars (\$25,000,000) being provided by Lender to Borrower under this Agreement.

"Loan Documents" means this Loan Agreement, the Note, and all other documents evidencing this transaction.

"Non-Recourse Promissory Note" shall have the meaning assigned to such term in Section 2.4.

"Dollars" or "\$" means the lawful currency of the United States of America.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

ARTICLE II

AMOUNT AND TERMS OF THE LOAN

Section 2.1 Loan; Funding. The Lender agrees on the terms and conditions hereinafter set forth, to make a Loan to the Borrower on the date of this Agreement in the amount of Twenty-Five Million Dollars (\$25,000,000). The funding of the Loan by the Lender shall occur upon the execution- of this Agreement in the following manner:

(i) delivery of a check or wire transfer payable to the Borrower in the amount of Five Million Dollars (\$5,000,000); and

(ii) delivery of a Letter of Credit issued by Shawmut Bank Connecticut, N.A. for the benefit of the Borrower in the amount of Twenty Million Dollars (\$20,000,000) and in the form of Exhibit "All attached hereto and made a part hereof (the "Letter of Credit").

The Lender acknowledges and agrees that the amount payable under Letter of Credit represents a portion of the Loan which has been funded as of the date of this Agreement and that the Lender shall not have the right, under any circumstances, to interfere in any way with the payment of the Letter of Credit pursuant to its terms. The Lender hereby waives and relinquishes any and all rights of any kind to exercise set-off or pose counterclaims with regard to the Letter of Credit and shall not obstruct the payment under the Letter of Credit even if an Event of Default (as defined below) were to occur under this Agreement.

Section 2.2 Payment. The Loan and all accrued and unpaid interest thereon shall be due and payable in full upon the expiration of the Term, as defined herein in Section 2.2; provided however, that the Loan and all accrued and unpaid interest thereon (i) shall be due and payable in full upon the Sale of the Conecell Shares as described in Section 2.7; and (ii)

shall be deemed paid in full upon the transfer to the Lender of the Cempresa Shares. Provided that the Sale has not commenced as contemplated in Section 2.7 herein, the Lender shall have the option to accept the Cempresa Shares in satisfaction of the Loan instead of payment in dollars in the amount set forth herein.

Section 2.3 No Prepayment. The Borrower shall not have the right to prepay the Loan.

Section 2.4 Interest. The Lender shall be entitled to interest on the unpaid principal amount of the Loan outstanding during the initial Term of this Agreement and any extensions thereof, as follows:

(i) During the initial Term, the first one hundred and eighty (180) days of this Agreement, the Loan shall bear interest at the annual rate of fifteen percent (15%).

(ii) In the event that this Agreement is extended for an additional period of ninety (90) days by the Borrower, as provided herein, the Loan shall bear interest at the annual rate of seventeen and one half percent (17.5%)

(iii) In the event that this Agreement is extended for the second period of ninety (90) days and the final period of forty five (45) days by the Borrower, as provided herein, the Loan shall bear interest at the annual rate of seventeen and one half percent (17.5%).

Interest shall be calculated on the basis of a year of three hundred sixty five (365) days for the actual number of days elapsed. Interest shall be due and payable on the Maturity Date (as defined in Section 2.5 below).

In no contingency or event whatsoever, whether by reason of advancement of the Loan or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or detention of money advanced hereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. In the event that such a court determines that Lender has charged or received interest hereunder in excess of the highest applicable rate, such rate shall automatically be reduced to the maximum rate permitted by law and Lender shall promptly refund to Borrower any interest received by it in excess of the maximum lawful rate. It is the intent hereof that Borrower not pay or contract to pay, and that Lender not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Borrower under applicable law.

Section 2.5 Term. This Agreement shall be for an initial term of six (6) months; provided, however, that the initial term may be extended by the Borrower for two (2) separate ninety (90) day-periods by providing the Lender with five (5) days written notice prior to the expiration of an applicable term; provided, however, that the Borrower may extend this Agreement for an additional forty five (45) days in the event that Cempresa shall have entered into an agreement with a purchaser to sell the

Conecell Shares prior to July 14, 1996 (collectively, the "Term"). As used in this Agreement, the "Maturity Date" means the last day of the Term.

Section 2.6 Note. The Loan made by the Lender under this Agreement shall be evidenced by a Non-Recourse Promissory Note of the Borrower (the "Note") in the principal amount of Twenty Five Million Dollars (\$25,000,000), dated as of the date of this Agreement. As described in the Note, in the event of any default by Borrower under this Agreement or the Note, the Lender's sole recourse shall be the Cempresa Shares.

Section 2.7 Sale of Conecell Shares. The Lender acknowledges and agrees that the Borrower, in its sole and absolute discretion, may authorize and cause Cempresa to sell the Conecell Shares, subject only to the conditions set forth in Section 2.8 below. In the event that the Borrower decides to sell the Conecell Shares, the Lender agrees to cooperate with regard to such sale and to execute any documents reasonably deemed necessary or appropriate by the Borrower to effectuate the sale. If the Borrower sells the Conecell Shares during the Term (the "Sale") , at the closing of the Sale the Borrower shall pay the Lender, in satisfaction of any and all amounts owed by Borrower under this Agreement, the following sum: (a) the outstanding principal amount of the Loan plus accrued and unpaid interest thereon; and (b) the net proceeds of the Sale attributable to the Cempresa Shares after deducting (i) the amount payable in (a) above, and (ii) fifty percent (50%) of the difference between the amount payable in (a) above and the net proceeds of the Sale attributable to the Cempresa Shares. As used in this Agreement, "net proceeds" means the gross proceeds received by Cempresa from the Sale of the Conecell Shares, less all applicable fees, taxes, commissions and expenses relating to the Sale.

Section 2.8 Lender's Rights Regarding Sale. If the purchase price offered to Cempresa (the "Offer") for the Conecell Shares shall be less than Ninety Million Dollars (\$90,000, 000), the Lender shall have the right to either (i) match the Offer and acquire the Conecell Shares on the exact terms and conditions of the Offer; or (ii) veto the proposed Sale of the Conecell Shares; provided, however, that Borrower shall have the right, in its sole and absolute discretion, to accept the Offer and sell the Conecell Shares, notwithstanding Lender' s veto rights, if the Borrower shall agree to pay Lender Five Million Dollars (\$5,000,000) plus the Loan and any accrued and unpaid interest thereon (the "Veto Payment"). The Veto Payment shall be in lieu of any other payments or sums due to the Lender under Section 2.7 above and the Lender shall have no rights to the Cempresa Shares after receipt of the Veto Payment. The Veto Payment shall be due and payable by Borrower at the closing of the Sale of the Conecell Shares. If Borrower intends to sell the Conecell Shares for less than Ninety Million Dollars (\$90,000,000), Borrower agrees to provide prior written notice to Lender twenty (20) days prior to the proposed consummation of the Sale of the Conecell Shares. Lender shall then have ten (10) days to either match the Offer and acquire the Conecell Shares, as provide in (i) above, or to

exercise its veto as provided in (ii) above subject to Borrower's right to pay the Veto Payment. If Lender fails to notify Borrower in writing within the prescribed ten-day (10) period, Lender shall waive its rights to match the Offer, any veto over the Offer and the Veto Payment.

Section 2.9 "Fideicomiso". In connection with the execution and delivery of this Agreement, the Borrower has executed and delivered to the Lender a Fideicomiso whereby the Borrower has placed all of the Cempresa Shares as security for its obligations under this Agreement and the Note.

ARTICLE III

CONDITIONS PRECEDENT TO THE LOAN

Section 3.1 By executing this Agreement, the Lender acknowledges and agrees that the following conditions precedent have been satisfied:

(i) Lender has received the Note, duly executed and delivered by Borrower;

(ii) Lender has received the Convenio de Fideicomiso executed by Borrower in favor of Lender, and such other documents, stock powers and stock certificates that Lender has required in connection with the Fideicomiso; and

(iii) Borrower has demonstrated that it is in good standing in its place of incorporation and in any other jurisdiction where such qualification is necessary or desirable.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

Section 4.1 Incorporation, Good Standing, and Due Qualification. The Borrower is a corporation duly incorporated, validly existing, and in good standing under the laws of the British Virgin Islands; has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposes to be engaged in; and is duly qualified as a foreign corporation and in good standing under the laws of such other jurisdiction in which such qualification is required.

Section 4.2 Corporate Power and Authority. The execution, delivery and performance by the Borrower of the Loan Documents have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of the stockholders of such corporation; (ii) contravene such corporation's charter or bylaws; (iii) violate any provision of any law, rule or regulation, order, writ, judgement, injunction, decree, determination, or award presently in effect having applicability to such corporation; (iv) result in a breach of or violation of any other agreement, lease, or instrument to which

such corporation may be a party or by which it or its properties may be bound or affected; (v) result in, or require the creation or imposition of any lien upon or with respect to any of the properties now owned or hereafter acquired by such corporation; or (vi) cause such corporation to be in default under any such law, rule, regulation, order, writ, judgement, injunction, decree, determination, or award or any such indenture, agreement, lease or instrument.

Section 4.3 Legally Enforceable Agreement. This Agreement and each of the other Loan Documents when delivered will be, legal, valid, and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms.

Section 4.4 Valid Title to Cempresa Shares. Borrower has good and valid title to the Cempresa Shares, free and clear of any and all encumbrances, security interests and other adverse claims whatsoever.

Section 4.5 Valid Title to Conecell Shares. Cempresa has good and valid title to the Conecell Shares, free and clear of any and all encumbrances, security interests and other adverse claims whatsoever, including but not limited to applicable creditor's remedies, pursuant to fraudulent and preferential transfer laws.

Section 4.6 Cellular License. Conecell has a license to operate a cellular phone service and an international teleport system in the Republic of Ecuador.

ARTICLE V

CLOSING

The closing and funding of the Loan shall occur simultaneously with the execution of this Agreement and the other Loan Documents.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1 Events of Default. The entire unpaid principal balance of the Loan, and all other sums owing under this Agreement or any other instrument or document executed by the Borrower in connection with the Loan, shall at the option of the Lender become immediately due and payable upon the occurrence of any one or more of the following events ("Events of Default") , regardless of the cause thereof and whether within or beyond the control of the Borrower:

- (i) If Borrower shall make any representations or warranties in any of the Loan Documents or in any certificate furnished at any time hereunder or in connection with any of the Loan Documents which proves to have been untrue or misleading in any material respect when made or furnished;

(ii) If Borrower shall default in the observance or performance of any agreement or covenant contained in this Agreement or any of other Loan Document, unless such default is cured within thirty (30) days thereafter;

(iii) If Borrower shall file a voluntary petition in bankruptcy or a voluntary petition or answer seeking liquidation, reorganization, arrangement, re-adjustment of its debts, or for any other relief under the Bankruptcy Code, or under any other act or law pertaining to insolvency or debtor relief, whether state, federal, or foreign, now or hereafter existing; Borrower shall enter into any agreement indicating its consent to, approval of, or acquiescence in, any such petition or proceeding; Borrower shall apply for or permit the appointment by consent or acquiescence of a receiver, custodian or trustee of Borrower for all or a substantial part of its property; Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable or shall fail to pay its debts generally as such debts become due, or Borrower shall admit, in writing, its inability or failure to pay its debts generally as such debts become due; or

(iv) If the Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for the Borrower or a substantial part of Borrower's assets; or if the Borrower shall commence any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if any such petition or application shall have been filed or proceeding commenced against the Borrower or if any such custodian, receiver, intervenor or trustee shall have been appointed and the same shall have not been dismissed within sixty (60) days after such filing, commencement or appointment.

ARTICLE VII

REMEDIES AND WAIVER OF ANY OTHER RIGHTS

Section 7.1 Remedies. Upon the occurrence or existence of any Event of Default, Lender's sole and exclusive remedy shall be to take possession of the Cempresa Shares pursuant to the Fideicomiso. The Lender hereby acknowledges and agrees to waive any and all other rights or remedies that Lender may have under the laws of the Republic of Ecuador, the United States of America and any other applicable jurisdiction to collect the proceeds of the Loan, including principal and accrued interest thereon, or to enforce any claim whatsoever against the Borrower due to Borrower's Default. The parties hereto acknowledge and agree that the foregoing waiver by Lender does not intend to limit any rights which the Lender may acquire as a shareholder in the event the Lender becomes a shareholder of Cempresa, including the rights of first refusal described in Section 8.1.

ARTICLE VIII

RIGHT OF FIRST REFUSAL

Section 8.1 Right of First Refusal. In the event that the Lender shall become a shareholder of Cempresa pursuant to Section 7.1 of this Agreement, the Borrower and the Lender shall grant to each other a right of first refusal with regard to their respective share interests in Cempresa. The right of first refusal shall provide that either party must provide the other with written notice at least twenty (20) days prior to the sale of their respective shares to a third party. The party receiving the notice shall have ten (10) days to purchase the other party's shares on the same terms as that being contemplated.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Entirety. This Agreement, including the other documents referred to herein, which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior oral or written agreements and understandings between the parties with respect to such subject matter.

Section 9.2 Amendments, Etc. No amendment, modification, termination, or waiver of any provision of any Loan Document to which the Borrower is a party, nor consent to any departure by the Borrower from any Loan Document to which it is a party, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.3 Notices, Etc. All notices and other communications provided for under this Agreement and under the other Loan Documents to which the Borrower is a party shall be in writing via telecopy with a confirmation by mail, or delivered, as to each party, at such address as contained herein.

Section 9.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and shall not be assignable or transferred by either without the written consent of the other party hereto.

Section 9.5 Governing Law; Jurisdiction. This Agreement and the Note shall be governed by, and construed in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the Borrower and the Lender submit to the jurisdiction of the state and federal courts in the State of Florida for the purposes of any action or proceeding relating to this Agreement or any other Loan Document, and agree that the venue of any such action or proceeding may be laid in Dade

County, Florida, and waive any claim that the same is an inconvenient forum. No provision of this Agreement shall limit the Lender's right to serve legal process in any other manner permitted by law or to bring any such action or proceeding in any other competent jurisdiction.

Section 9.6 Service of Process. The Borrower hereby irrevocably appoints C.T. Corporation (the "Process Agent"), with an office on the date hereof at 1200 South Pine Island Road, Plantation, Florida 33324, as its agent to receive on its behalf service of copies of any summons and complaint and any other process which may be served in any action or proceeding, provided that a copy of such process is also mailed, to the Borrower at its address specified herein. Such service may be made by mailing or delivering a copy of such process to the Borrower in care of the Process Agent at the Process Agent's above address, and the Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf.

Section 9.7 Severability of Provisions. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or legal representatives thereunto duly authorized, as of the date first above written.

DEVONO COMPANY LIMITED, the
Borrower.

By: /s/ Simon Parra

SIMON PARRA, Legal Representative
Road Town
Post Office Box No. 71
Tortola, British Virgin Islands

MASTEC, INC., the Lender.

By: /s/ Jorge Mas

8600 N.W 36th Street
8th Floor
Miami, FL 33166

This schedule contains summary financial information extracted from the first quarter 10-Q and is qualified in its entirety by reference to such 10-Q.

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6-MOS	DEC-31-1995	
	JUN-30-1995	
		12,676
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		41,813
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		4,491
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		37,132
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		2,643
		0
		57,119
153,700		90,016
		90,016
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		8,186
		0
		2,357
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		0
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		0.55