

☐ Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

☐ Check this box to indicate that a transaction was made pursuant to a contract, instruction or written plan for the purchase or sale of equity securities of the issuer that is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). See Instruction 10.

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL	
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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

1. Name and Address of Reporting Person <u>MAS JOSE RAMON</u> (Last) (First) (Middle) <u>800 S. DOUGLAS ROAD, 12TH FLOOR</u> (Street) <u>CORAL GABLES</u> <u>FL</u> <u>33134</u> (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>MASTEC INC [MTZ]</u> Foreign Trading Symbol	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) ☒ Director 10% Owner ☒ Officer (give title below) Other (specify below) CEO
	3. Date of Earliest Transaction (Month/Day/Year) <u>08/11/2026</u>	
	4. If Amendment, Date of Original Filed (Month/Day/Year)	6. Individual or Joint/Group Filing (Check Applicable Line) ☒ Form filed by One Reporting Person Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares				
Forward sale contract (potential obligation to sell)	(1)(2)(3)(4)(5)	08/11/2026		J(1)(2)(3)(4)(5)			340,794	(6)	(6)	Common Stock	340,794	(1)(2)(3)(4)(5)	0	D	
Forward sale contract (potential obligation to sell)	(1)(2)(3)(4)(5)	08/11/2026		J(1)(2)(3)(4)(5)			340,794	(6)	(6)	Common Stock	340,794	(1)(2)(3)(4)(5)	340,794	D	

Explanation of Responses:

1. As previously reported, the reporting person is party to a prepaid variable forward sale contract (as amended to date, the "Forward Sale Contract") with an unaffiliated third party buyer. The reporting person pledged an aggregate of 340,794 shares (the "Pledged Shares") of MasTec, Inc. common stock to secure his obligations under the Forward Sale Contract, and retained ownership and voting rights in the Pledged Shares during the term of the pledge.

2. On August 10, 2026, the reporting person and the buyer entered into a fourth amendment to the Forward Sale Contract (as so further amended, the "Amended Agreement") to amend the Floor Price (as defined below) and the Cap Price (as defined below) for each Tranche 1 Component (as defined below), which were determined based on the volume weighted average price (the "VWAP") of MasTec, Inc.'s common stock for a specified period ended on August 11, 2026. The Amended Agreement provides for the settlement of the transaction, at the reporting person's option, in cash or shares of MasTec, Inc. common stock.

3. (Continued from Footnote 2) The Pledged Shares are divided into two tranches (each, a "Tranche") of 15 components each ("Tranche 1 Components" or "Tranche 2 Components"). The number of shares of MasTec, Inc. common stock to be potentially delivered to the buyer on the valuation date of each Tranche 1 Component or Tranche 2 Component (or on which to base the amount of cash to be delivered to the buyer on such valuation date) is to be determined as follows: (a) if the VWAP of MasTec, Inc. common stock on the valuation date for the applicable Tranche 1 Component or Tranche 2 Component (each, a "Valuation Price") is less than or equal to \$246.5096 (the "Tranche 1 Floor Price") or \$157.3441 (the "Tranche 2 Floor Price," and each of the Tranche 1 Floor Price and Tranche 2 Floor Price, a "Floor Price"), respectively, then the reporting person will deliver to the buyer all of the Pledged Shares for the applicable Tranche 1 Component or Tranche 2 Component;

4. (Continued from Footnote 3) (b) if such Valuation Price for the Tranche 1 Component or Tranche 2 Component is greater than the Tranche 1 Floor Price or Tranche 2 Floor Price, respectively, but less than or equal to \$350.5914 (the "Tranche 1 Cap Price") or \$243.0093 (the "Tranche 2 Cap Price," and each of the Tranche 1 Cap Price and Tranche 2 Cap Price, a "Cap Price"), respectively, then the reporting person will deliver to the buyer the number of shares equal to 100% of the Pledged Shares for the applicable Tranche 1 Component or Tranche 2 Component multiplied by the quotient of the applicable Floor Price divided by such Valuation Price; and

5. (Continued from Footnote 4) (c) if such Valuation Price for the Tranche 1 Component or Tranche 2 Component exceeds the Tranche 1 Cap Price or Tranche 2 Cap Price, respectively, then the reporting person will deliver to the buyer the number of shares equal to 100% of the Pledged Shares for the applicable component multiplied by the quotient of (x) the applicable Floor Price plus such excess divided by (y) such Valuation Price.

6. Each component is exercisable on the same date as it expires, which date for each component, is between August 16, 2027 and September 1, 2028.

Remarks:

The reporting person currently retains ownership of all shares of MasTec common stock that are subject to the Amended Agreement and rights related thereto, including all voting rights.

/s/ Albert de Cardenas For: Jose Mas

08/13/2026

** Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.