
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): June 1, 2009

MASTEC, INC.

(Exact Name of Registrant as Specified in Its Charter)

Florida

(State or Other Jurisdiction of Incorporation)

Florida

(State or other jurisdiction of incorporation)

0-08106

(Commission File Number)

65-0829355

(IRS Employer Identification No.)

800 S. Douglas Road, 12th Floor, Coral Gables, Florida 33134

(Address of Principal Executive Offices) (Zip Code)

(305) 599-1800

(Registrant's Telephone Number, Including Area Code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 Entry into a Material Definitive Agreement.

Wanzek Transaction Amendments and Entry into a Note Purchase Agreement

On June 1, 2009 (the "Amendment Date"), MasTec, Inc., a Florida corporation ("MasTec"), and its wholly owned subsidiary, MasTec North America, Inc., a Florida corporation ("MasTec NA"), entered into certain agreements regarding the acquisition (the "Acquisition") by MasTec NA of all of the issued and outstanding shares of capital stock (the "Shares") of Wanzek Construction, Inc., a North Dakota corporation ("Wanzek"), which Acquisition was consummated on December 16, 2008.

On the closing date of the Acquisition, MasTec NA paid to the shareholders of Wanzek prior to the Acquisition (the "Sellers") the purchase price for the Shares, composed of: (i) \$50 million in cash; (ii) 7.5 million newly-issued shares (the "Consideration Shares") of MasTec common stock ("Common Stock"); (iii) 8% convertible notes in the aggregate principal amount of \$55 million, due December 2013 with interest payments payable in April, August, and December of each year, commencing in April 2009 (the "Wanzek Convertible Notes"); (iv) the assumption of approximately \$15 million of Wanzek's debt; and (v) a two-year earn-out equal to 50% of Wanzek's EBITDA in excess of \$40 million per year. In connection with the Acquisition, the Sellers placed in escrow 2,104,322 of the Consideration Shares to satisfy potential indemnification claims (the "Escrow Shares"), which Escrow Shares had a value as of the closing date of the Acquisition equal to 10% of the purchase price for the Shares based on the then current market value of the Common Stock.

On the Amendment Date, MasTec NA entered into a Note Purchase Option Agreement (the "Note Purchase Agreement") with the Sellers who hold the Wanzek Convertible Notes, which Note Purchase Agreement allows MasTec NA to repurchase all, or part of, the Wanzek Convertible Notes at any time on or prior to July 31, 2009 for the principal amount thereof plus all accrued interest on such notes. Pursuant to the Note Purchase Agreement, to the extent that on or prior to July 31, 2009 MasTec closes an offering with net proceeds after all fees, costs and expenses to it in excess of the principal amount of the Wanzek Convertible Notes plus all interest accrued thereon, MasTec must exercise its option to repurchase all of the Wanzek Convertibles Notes.

Also on the Amendment Date, MasTec, MasTec NA, Wanzek and the Sellers entered into a Third Amendment (the "Third Amendment") to that certain Stock Purchase Agreement, dated as of October 4, 2008, among MasTec, MasTec NA, Wanzek and the Sellers. Pursuant to the Third Amendment, (i) MasTec agreed to remove the six-month transfer restrictions that would have otherwise been applicable to the Consideration Shares until June 16, 2009, (ii) the number of Escrow Shares was reduced from 2,104,322 shares of Common Stock to 776,699 shares of Common Stock, (iii) the Sellers were provided with the opportunity to replace such reduced number of Escrow Shares with \$10 million in cash, and (iv) the purchase price adjustment for the Acquisition was finalized at approximately \$2.3 million plus accrued interest from the closing date of the Acquisition, payable by MasTec to the Sellers.

In connection with the Note Purchase Agreement, on the Amendment Date, MasTec and the Sellers also entered into an Amendment (the "Registration Rights Amendment") to that certain Registration Rights Agreement, dated as of December 16, 2008, among MasTec and the Sellers, pursuant to which MasTec agreed to remove the six-month transfer restrictions that would have

otherwise been applicable to the Consideration Shares until June 16, 2009 and to provide the Sellers with piggyback registration rights in the event that the Company proposes to register any convertible notes in connection with a primary underwritten public offering solely for cash for the purpose of repaying the Wanzek Convertible Notes.

Credit Facility Consent and Amendment

On June 1, 2009, MasTec also entered into a letter amendment (the "Letter Amendment") to its credit facility, pursuant to which the lenders thereunder consented to the public issuance by MasTec of convertible notes in the original principal amount of \$100,000,000 (provided that such original principal amount may be increased by an amount of up to \$25,000,000 to reflect the oversubscription, if any, of such notes), which notes will be guaranteed on the issue date by each of MasTec's subsidiaries that guarantee its 7.625% Senior Notes due 2017, and provided further that the Wanzek Convertible Notes be repaid. Pursuant to the Letter Amendment, the unused facility fee for the credit facility was increased to a range of between 0.500% to 0.750% per annum based on usage.

The foregoing description of the Third Amendment, Registration Rights Amendment, Note Purchase Agreement and Letter Amendment is only a summary and is qualified in its entirety by reference to the full text of the Third Amendment, the Registration Rights Amendment, the Note Purchase Agreement and the Letter Amendment, which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4, respectively, to this Current Report on Form 8-K, and each of which is hereby incorporated herein by reference.

ITEM 7.01 Regulation FD Disclosure.

On June 1, 2009, MasTec issued a press release regarding the launch of a convertible note public offering and a common stock public offering for certain selling shareholders. A copy of that press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K. The information contained in Item 7.01 of this report on Form 8-K, including Exhibit 99.1, shall not be deemed "filed" with the Securities and Exchange Commission nor incorporated by reference in any registration statement filed by MasTec under the Securities Act of 1933, as amended.

ITEM 8.01 Other Events.

On June 1, 2009, MasTec included the following information in the preliminary prospectus supplements relating to the public offerings of convertible notes and common stock that were announced in MasTec's above-referenced press release:

In May 2009, one of our securities available for sale with a par value and estimated fair value of \$6.2 million and approximately \$2.1 million was downgraded to non-investment grade. Additionally, a new accounting pronouncement, FASB Staff Position No. FAS 115-2 and FAS 124-2, "*Recognition and Presentation of Other-Than-Temporary Impairments*", which is required to be implemented during the interim period ending after June 15, 2009, may require that we record a portion of our unrealized loss, to the extent it relates to credit risk, as "other than temporary" which would require us to expense in our statement of operations such portion of our unrealized loss. Any such other than temporary impairment could have a material adverse effect on our results of operations.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed (other than Exhibit 99.1 which is furnished and not filed) as exhibits to this Report on Form 8-K:

- 3.1 Articles of Amendment to the Amended and Restated Articles of Incorporation of MasTec, Inc.
- 10.1 Third Amendment to Stock Purchase Agreement, dated June 1, 2009, among MasTec, Inc., MasTec North America, Inc., Wanzek Construction, Inc. and the shareholders of Wanzek Construction, Inc.
- 10.2 First Amendment to Registration Rights Agreement, dated June 1, 2009, among MasTec, Inc. and the shareholders of Wanzek Construction, Inc.
- 10.3 Note Purchase Option Agreement, dated June 1, 2009, among MasTec North America, Inc. and the shareholders of Wanzek Construction, Inc.

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- 10.4 Letter Amendment, dated June 1, 2009, among MasTec, Inc. and the other borrowers signatory thereto and Bank of America, as agent and a lender, and the other lenders signatory thereto.
 - 12.1 Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
 - 23.1 Consent of Independent Valuation Firm.
 - 99.1 Press release, dated June 1, 2009.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MASTEC, INC.

Date: June 1, 2009

By: /s/ Alberto de Cardenas

Name: Alberto de Cardenas

Title: Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
3.1	Articles of Amendment to the Amended and Restated Articles of Incorporation of MasTec, Inc.
10.1	Third Amendment to Stock Purchase Agreement, dated June 1, 2009, among MasTec, Inc., MasTec North America, Inc., Wanzek Construction, Inc. and the shareholders of Wanzek Construction, Inc.
10.2	First Amendment to Registration Rights Agreement, dated June 1, 2009, among MasTec, Inc. and the shareholders of Wanzek Construction, Inc.
10.3	Note Purchase Option Agreement, dated June 1, 2009, among MasTec North America, Inc. and the shareholders of Wanzek Construction, Inc.
10.4	Letter Amendment, dated June 1, 2009, among MasTec, Inc. and the other borrowers signatory thereto and Bank of America, as agent and a lender, and the other lenders signatory thereto.
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Independent Valuation Firm.
99.1	Press release, dated June 1, 2009.

**ARTICLES OF AMENDMENT TO THE
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF MASTEC, INC.**

MasTec, Inc., a Florida corporation (the "Corporation"), hereby certifies, pursuant to and in accordance with Section 607.1006 of the Florida Business Corporation Act, for the purpose of filing these Articles of Amendment to the Amended and Restated Articles of Incorporation of MasTec, Inc. (these "Amended Articles") with the Department of State of the State of Florida, that:

1. The name of the Corporation is MasTec, Inc.
2. The Amended and Restated Articles of Incorporation of the Corporation are hereby amended by striking out Article III in its entirety and replacing it with the following:

ARTICLE III — CAPITAL STOCK

The aggregate number of shares which this Corporation shall have authority to issue is one hundred fifty million (150,000,000) shares, consisting of (a) one hundred forty-five million (145,000,000) shares of Common Stock, par value \$0.10 per share (the "Common Stock"); and (b) five million (5,000,000) shares of preferred stock, par value \$1.00 per share (the "Preferred Stock"). The Board of Directors is authorized to issue shares of Preferred Stock in one or more series by adoption of amendments to these Articles of Incorporation, which may be effected without shareholder approval, setting forth the number of shares to be included in each such series and the designation, preferences, limitations and relative rights of the shares of each such series.

3. These Amended Articles were adopted and approved on May 14, 2009 at the Corporation's 2009 Annual Meeting of Shareholders by the affirmative vote of the holders of a majority of the outstanding shares of the Corporation's common stock (the number of votes cast in favor of these Amended Articles was sufficient for approval). These Amended Articles shall be effective upon filing with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the Corporation has caused these Amended Articles to be executed by a duly authorized officer of the Corporation as of this 22nd day of May, 2009.

MASTEC, INC.

By: /s/ Alberto de Cardenas
Alberto de Cardenas
Executive Vice President, General Counsel and Secretary

THIRD AMENDMENT TO STOCK PURCHASE AGREEMENT

This Third Amendment to Stock Purchase Agreement (“**Amendment**”) is made as of June 1, 2009, by and among MasTec North America, Inc., a Florida corporation (“**Buyer**”), MasTec, Inc., a Florida corporation (the “**Guarantor**”), Wanzek Construction, Inc., a North Dakota corporation (the “**Company**”), Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust (“**QTIP**”), Janet L. Wanzek, a North Dakota resident (“**Janet**”), Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust (“**IDIT**”), Jon L. Wanzek, a North Dakota resident (“**Jon**”) and Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust (“**GRAT**”) (QTIP, Janet, IDIT, Jon and GRAT taken together are the “**Sellers**”), and Jon, as Sellers’ Representative (the “**Sellers’ Representative**”). Each of Buyer, Guarantor, Company, Sellers, and Sellers’ Representative is a “**Party**” and together, the “**Parties**.”

RECITALS

A. The Parties entered into a Stock Purchase Agreement dated October 4, 2008 and subsequently amended such Stock Purchase Agreement on December 2, 2008 and further on December 16, 2008 (the “**Agreement**”).

B. The Parties wish to further amend the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Agreement.

2. Section 1.2 of the Agreement is hereby amended as follows:

The term “**Substitute Escrowed Funds**” is added to the glossary of defined terms between the term “Stub Period Return” and the term “Survival Period” and the location of such term is Section 2.3(b).

3. Notwithstanding the amount of Escrow Shares determined at Closing pursuant to the Agreement, the Agreement is hereby amended to revise the definition of “**Escrow Shares**” to be 776,699 MasTec Shares to be held in the Escrow Account following the date hereof in accordance with the Escrow Agreement. Upon execution and delivery of this Amendment, the Parties will execute and deliver to the Escrow Agent all documents required by the Escrow Agent to release from the Escrow Account all MasTec Shares in excess of the Escrow Shares (as defined in this Amendment).

4. Immediately following Section 2.3(b) of the Agreement, the following Section 2.3(c) is added:

“(c) **Substitution of Collateral**. The Sellers’ Representative shall have the right, but not the obligation, to deliver Ten Million Dollars (\$10,000,000) in cash (the “**Substitute Escrowed Funds**”) to the Escrow Agent to be held in the Escrow Account in substitution for the Escrow Shares. If Sellers’ Representative exercises such right, then the Parties shall execute such additional agreements with the Escrow Agent as the Escrow Agent may require to (i) release the Escrow Shares to the Sellers’ Representative and (ii) take possession of the Substitute Escrowed Funds.”

The existing Sections 2.3(c) and 2.3(d) shall be renumbered 2.3(d) and 2.3(e), respectively.

5. The parties acknowledge that the Final Closing Statement is attached hereto as Exhibit A and agree that the Final Closing Adjustment is a positive Two Million Two Hundred Ninety-Eight Thousand Two Hundred Twenty-Seven and No/100ths Dollars (\$2,298,227.00) all pursuant to Section 2.5. The Final Closing Adjustment shall be paid by Buyer to the Sellers' Representative seven (7) days from the date hereof and shall include interest thereon from the Closing Date until the Closing Adjustment Payment Date at an annual interest rate of five percent (5%).

6. In calculating the Final Closing Adjustment, the parties classified the Seaboard Receivable as set forth on Schedule 4.8, but in an updated amount of \$2,480,650 (the "**Seaboard Receivable**"), as an Excluded Accounts Receivable because it was more than 120 days old as of the Closing Date. In addition, the parties removed from current liabilities included in Actual Net Working Capital \$1,961,445 of accounts payable to subcontractors related to the Seaboard Receivable (the "**Seaboard Related Payables**"). The Buyer agreed not to include the Seaboard Related Payables in current liabilities for purposes of Actual Net Working Capital used to determine the Final Closing Adjustment based upon the assumption that no amounts will be payable with respect to the Seaboard Related Payables unless the Company is able to collect on the Seaboard Receivable. Accordingly, the Company shall retain all rights to the Seaboard Receivable and the parties agree that pursuant to Section 2.7(a), (a) upon the Company's collection of all or any portion of the Seaboard Receivable, Sellers shall no longer have any right to receive payment and (b) the Company shall not be required to assign such receivable (nor shall the Sellers be entitled to such assignment); provided, however, that should Buyer collect on the Seaboard Receivable an amount in excess of the sum of (x) the amount due to be paid on the Seaboard Related Payables, plus (y) all costs and expenses related to such collection, and plus (z) the amount of any other Adverse Consequences in connection therewith or the related project, the Buyer shall promptly pay such excess to the Sellers' Representative. The parties also agree that should all or any portion of the Seaboard Related Payables be written off or reduced as contemplated by Section 2.7(b), no amount shall be due or payable to Sellers in connection therewith as they have already received the full benefit of valuing the Seaboard Related Payables at zero. Sellers confirm and agree that all Adverse Consequences of the Seaboard Receivable, the related project, including those related to the subcontractor ECA, and the Seaboard Related Payables (including any amount to be paid at any time to satisfy the Seaboard Related Payables, and all fees, costs, expenses and other Adverse Consequences in connection therewith) are Disclosed Matters to be indemnified in full by Sellers pursuant to Section 11.2(d) of the Agreement; provided that Sellers' obligation to indemnify for the Seaboard Related Payables shall be reduced (on a dollar for dollar basis) by the net amount of the Seaboard Receivable collected by the Company, excluding any amount paid over to the Sellers' Representative pursuant to the 4th sentence of this Section 6, after all costs and expenses of collection.

7. Section 7.6 of the Agreement is hereby amended to delete all references to “MasTec Shares”. The second sentence of such section is amended to delete “at the end of the Escrow Period” from the end of such sentence.

8. The Table of Contents is amended to reflect the sections and subsections added to the Agreement by this Amendment.

9. Except as specifically amended hereby, the Agreement is and remains unmodified and in full force and effect and is hereby ratified and confirmed.

10. Each of Sections 12.7 and 12.8 is by this reference incorporated into this Amendment as if the text thereof was set forth in full herein and shall apply fully to this Amendment.

11. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above.

Buyer:

MASTEC NORTH AMERICA, INC.

By: /s/ Pablo Alvarez

Name: Pablo Alvarez

Title: Executive Vice President Mergers and Acquisitions

Guarantor:

MASTEC, INC.

By: /s/ Pablo Alvarez

Name: Pablo Alvarez

Title: Executive Vice President Mergers and Acquisitions

Company:

WANZEK CONSTRUCTION, INC.

By: /s/ Jon L. Wanzek

Name: Jon L. Wanzek

Title: President

Sellers:

Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000

By: /s/ Jon Wanzek

Name: Jon Wanzek

Its: Trustee

[Signature Page to Third Amendment to SPA]

Wanzek Construction 2008 Irrevocable Trust

By: /s/ Jon Wanzek
Name: Jon Wanzek
Its: Administrative Trustee

By: /s/ Kevin Gourde
Name: Kevin Gourde
Its: Independent Trustee

/s/ Janet L. Wanzek
Janet L. Wanzek, an individual

/s/ Jon L. Wanzek
Jon L. Wanzek, an individual

Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust

By: /s/ Jon Wanzek
Name: Jon Wanzek
Its: Trustee

By: /s/ Scott L. Anderson
Name: Scott L. Anderson
Its: Independent Trustee

/s/ Jon L. Wanzek
Jon L. Wanzek, as Sellers' Representative

Sellers' Representative:

[Signature Page to Third Amendment to SPA]

FIRST AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

This **FIRST AMENDMENT TO REGISTRATION RIGHTS AGREEMENT** (this "Amendment") is made as of the 1st day of June, 2009, by and among MasTec, Inc., a Florida corporation, Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust, Janet L. Wanzek, a North Dakota resident, Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust, Jon L. Wanzek, a North Dakota resident ("Jon"), Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust, and Jon, as Sellers' Representative.

RECITALS

A. The parties entered into a Registration Rights Agreement on December 16, 2008 (the "Agreement").

B. The parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. Section 2.1 of the Agreement is hereby amended by deleting the first sentence of such Section and replacing it with the following:

"If the Company proposes to register (i) any of its Common Stock under the Act in connection with a primary underwritten public offering of such securities solely for cash or (ii) any of its convertible notes under the Act in connection with a primary underwritten public offering of such securities solely for cash for the purpose of repaying the Convertible Notes (each, a "Company Underwritten Public Offering"), other than registrations on Form S-8 or S-4 (or any successor forms) or registrations in connection with stock purchase plans, then the Company shall, at such time, promptly give the Sellers' Representative written notice (a "Company Notice") of such offering."

2. Except as specifically amended hereby, the Agreement is and remains unmodified and in full force and effect and is hereby ratified and confirmed.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

MASTEC, INC.

By: /s/ Pablo Alvarez
Name: Pablo Alvarez
Title: Executive Vice President Mergers and Acquisitions

SELLERS:

Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000

By: /s/ Jon Wanzek
Name: Jon Wanzek
Its: Trustee

Wanzek Construction 2008 Irrevocable Trust

By: /s/ Jon Wanzek
Name: Jon Wanzek
Its: Administrative Trustee

By: /s/ Kevin Gourde
Name: Kevin Gourde
Its: Independent Trustee

/s/ Janet L. Wanzek
Janet L. Wanzek, an individual

[Signature Page to First Amendment to Registration Rights Agreement]

/s/ Jon L. Wanzek

Jon L. Wanzek, an individual

Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust

By: /s/ Jon Wanzek

Name: Jon Wanzek

Its: Trustee

By: /s/ Scott L. Anderson

Name: Scott L. Anderson

Its: Independent Trustee

/s/ Jon L. Wanzek

Jon L. Wanzek, as Sellers' Representative

[Signature Page to First Amendment to Registration Rights Agreement]

NOTE PURCHASE OPTION AGREEMENT

THIS NOTE PURCHASE OPTION AGREEMENT ("Agreement") is executed and delivered as of this 1st day of June, 2009, by and among MasTec North America, Inc. ("Maker"), Jon L. Wanzek, as Sellers' Representative ("Wanzek"), and the Wanzek Family Foundation (the "Foundation", and together with Wanzek, the "Holder"). Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed thereto in the Stock Purchase Agreement dated October 4, 2008, by and among Maker, MasTec, Inc., a Florida corporation, Wanzek Construction, Inc., a North Dakota corporation, Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust, Janet L. Wanzek, a North Dakota resident, Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust, Jon L. Wanzek, a North Dakota resident, Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust, and Wanzek, as Sellers' Representative, subsequently amended by that certain First Amendment to Stock Purchase Agreement dated December 2, 2008, that certain Second Amendment to Stock Purchase Agreement dated December 16, 2008, and that certain Third Amendment to Stock Purchase Agreement (the "Third Amendment") dated as of the date hereof (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, the Maker (i) issued to Wanzek a Negotiable Subordinated Convertible Note due December 16, 2013 in the aggregate principal amount of \$47,500,000, and (ii) issued to the Foundation a Negotiable Subordinated Convertible Note due December 16, 2013 in the aggregate principal amount of \$7,500,000 (together, the "Notes");

WHEREAS, Maker wishes to obtain from Holder an option to purchase the Notes from Holder and Holder wishes to grant Maker an option to purchase the Notes from Holder (the "Option"); and

WHEREAS, as consideration for such Option, concurrently with the execution of this Agreement, the Parties are entering into the Third Amendment, substantially in the form of Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Option to Purchase Notes. Subject to the terms and conditions of this Agreement, the Holder hereby grants the Maker the Option from the date hereof through 11:59 PM Fargo, North Dakota time on the 60th day following the date hereof (the "Option Period") to purchase from Holder all or any portion of the Notes (with new Notes to be executed and delivered if less than the whole of either Note is purchased) for the Note Purchase Price (as defined below). Maker may exercise the Option any time during the Option Period by delivering written notice to Holder of its intent to exercise the Option to the address for Wanzek set forth in Section 15.

2. Note Purchase Price. "Note Purchase Price" means the principal amount of the Notes or any portion purchased plus all interest accrued under the Notes through the Closing (as hereinafter defined).

3. Closing. If the Option is exercised during the Option Period, then the parties shall consummate the purchase at a closing (the "Closing") no later than 10 Business Days following the end of the Option Period at the offices of Maker. At least five (5) Business Days prior to the Closing, the Maker shall notify Holder of the date and time of the Closing. At the Closing, the Holder shall sell, transfer and deliver to Maker full right, title and interest in and to the portion of the Notes purchased, free and clear of all Encumbrances and shall deliver to Maker the original Notes (or one Note if all or less than one Note is being repurchased) duly endorsed for transfer or accompanied by note powers duly endorsed. Simultaneously with the delivery of the Note or Notes, Maker shall deliver to Holder the Note Purchase Price by wire transfer of immediately funds to the bank and account designated by Wanzek and, to the extent a partial Note is repurchased, a replacement Note for the portion of the Note not repurchased.

4. No Conversion of Notes During Option Period or Prior to Closing. During the Option Period, and if the Option is exercised, during the period prior to Closing, Holder shall not exercise the conversion rights set forth in Section 2 of the Notes or otherwise cause the conversion of the Notes into shares of Guarantor's common stock; provided that to the extent the Option is exercised for less than the whole of the Notes, Holder may convert during the period between exercise of the Option and Closing any portion of the Notes as to which the Option was not exercised if otherwise permitted by the Notes.

5. No Transfer or Sale of Notes During Option Period or Prior to Closing. During the Option Period, and if the Option is exercised, during the period prior to Closing, Holder shall not sell, gift, mortgage, pledge, exchange, assign or otherwise dispose or transfer, including a disposition under judicial order, legal process, execution, attachment, or enforcement of an Encumbrance ("Transfer") the Notes; provided that to the extent the Option is exercised for less than the whole of the Notes, Holder may Transfer during the period between exercise of the Option and Closing any portion of the Notes as to which the Option was not exercised if otherwise permitted by the Notes and the Purchase Agreement.

6. Interest Under the Notes. If Maker does not exercise the Option for the whole of the Notes, then all interest accrued through April 16, 2009 on the portion of the Notes not purchased shall be paid by Maker on the first Business Day immediately following the end of the Option Period (the "Accrued Interest Payment Date"), and all interest accrued on the portion of the Notes not purchased from April 17, 2009 through the Accrued Interest Payment Date will be payable on August 16, 2009. All payments required to be made under the Notes, whether due before or after the date hereof, are suspended and no default or Event of Default (as defined in the Notes) has occurred or shall occur under the Notes for the failure to make such payments. Following (x) the end of the Option Period, if the Option is not exercised, or (y) the Closing, if the Option is exercised (but solely if less than the whole of the Notes is purchased), interest shall accrue at the rate provided in the Notes and interest payments shall resume under the Notes at the times provided therein.

7. Representations and Warranties. Holder represents to Maker that (i) this Agreement has been duly authorized (if necessary) and executed and delivered by or on behalf of such Holder, and this Agreement constitutes a valid and binding agreement of Holder,

enforceable in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or other laws relating to, or affecting generally, the enforcement of creditors' rights and remedies or by other equitable principles of general application, (ii) it is the owner and holder of the Notes, free and clear of all Encumbrances, (iii) Holder has all the requisite power and authority to transfer the Notes to Maker should Maker exercise the Option, and (iv) Holder has not executed any prior assignment of the Notes to any third party, nor has Holder exercised its right to convert the Notes into shares of the Guarantor's Common Stock.

8. Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF FLORIDA. COURTS WITHIN THE STATE OF FLORIDA (LOCATED WITHIN THE COUNTY OF MIAMI-DADE) WILL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS. THE PARTIES HEREBY CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES WAIVES, AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS; (B) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS; OR (C) ANY LITIGATION COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.

9. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION OR AGREEMENT CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

10. Entire Agreement and Modification. This Agreement supersedes all prior and contemporaneous agreements between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written instrument signed by the parties hereto.

11. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the attorneys' fees, costs and necessary disbursements of the parties shall be apportioned between the parties based on the degree to which each party's claims were unsuccessful.

13. Counterparts and Facsimile. This Agreement may be executed in counterparts and, as so executed, shall constitute a binding agreement. A facsimile or other electronic transmission of the signature of any party shall be considered to have the same binding legal effect as an original signature.

14. No Third Party Beneficiary. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

15. Notices. Any notices, demands, consents, agreements, requests or other communications which may be or are required to be given, served or sent by any party to any other party or obtained from any party pursuant to this Agreement must be in writing and must be (a) mailed by first-class mail, registered or certified, return receipt requested, postage prepaid, (b) hand delivered personally by independent courier, or (c) transmitted by telecopier addressed as follows:

Maker:	MasTec North America, Inc. c/o MasTec, Inc. 800 S. Douglas Road, 12th Floor Coral Gables, FL 33134 Attention: Pablo A. Alvarez, Executive Vice President, Mergers and Acquisitions Facsimile No.: (305) 406-1900
with a copy (which shall not constitute notice) to:	MasTec, Inc. 800 S. Douglas Road, 12th Floor Coral Gables, FL 33134 Attention: Albert de Cardenas, Executive Vice President and General Counsel Facsimile No.: (305) 406-1947
with a copy (which shall not constitute notice) to:	Greenberg Traurig, P.A. 1221 Brickell Avenue Miami, FL 33131 Attention: David Barkus Facsimile No.: (305) 961-5724

If to Holders, to:

Wanzek Construction, Inc.
c/o Jon Wanzek
16553 37th Street SE
Fargo, ND 58103
Facsimile No.: (701) 282-6166

with a copy to:
(which shall not constitute notice)

Fabyanske, Westra, Hart & Thomson P.A.
800 LaSalle Ave., Suite 1900
Minneapolis, MN 55402
Attention: Scott L. Anderson
Facsimile No.: (612) 359-7602

Each party may designate by notice in writing a new address to which any notice, demand, consent, agreement, request or communication may thereafter be given, served or sent. Each notice, demand, consent, agreement, request or communication which is mailed, hand delivered or transmitted in the manner described above will be deemed received for all purposes at such time as it is delivered to the addressee (with the return receipt, the courier delivery receipt or the telecopier answer back confirmation being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

16. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of this Agreement shall govern.

17. Defined Terms. Capitalized terms used but not defined herein have the respective meanings set forth in the Purchase Agreement.

[The remainder of this page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have duly executed and delivered, or caused their duly authorized officers to execute and deliver, this Agreement as of the date first set forth above.

MASTEC NORTH AMERICA, INC.

WANZEK FAMILY FOUNDATION

By: /s/ Pablo Alvarez
Name: Pablo Alvarez
Title: Executive Vice President Mergers and Acquisitions

By: /s/ Jon L. Wanzek
Name: Jon L. Wanzek
Title: President

/s/ Jon L. Wanzek
Jon L. Wanzek, Seller's Representative

EXHIBIT A

THIRD AMENDMENT TO STOCK PURCHASE AGREEMENT

June 1, 2009

MasTec, Inc. and the other
Borrowers referred to below
800 Douglas Road, North Tower, 12th Floor
Coral Gables, Florida 33134
Attention: Chief Executive Officer

Ladies and Gentlemen:

We refer to the Second Amended and Restated Loan and Security Agreement dated July 29, 2008 (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), by and among MasTec, Inc., a Florida corporation ("MasTec"), certain of the Subsidiaries of MasTec which are identified on the signature pages hereto (together with MasTec, collectively, "Borrowers"), the financial institutions party thereto from time to time (the "Lenders") and Bank of America, N.A., as administrative agent for the Lenders (the "Agent"). All capitalized terms used in this consent and letter amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Loan Agreement, as amended hereby.

Pursuant to that certain letter amendment dated December 16, 2008 (the "Wanzek Letter Amendment"), the Agent and the Lenders, among other things, acknowledged and consented to the acquisition by MasTec North America, Inc., a Florida corporation ("MasTec North America"), of all of the issued and outstanding capital stock of Wanzek Construction, Inc., a North Dakota corporation ("Wanzek") (such transaction is herein referred to as the "Wanzek Acquisition").

Pursuant to the terms of that certain Stock Purchase Agreement dated as of October 4, 2008, as amended by that certain First Amendment to Stock Purchase Agreement dated as of December 2, 2008, and that certain Second Amendment to Stock Purchase Agreement dated as of December 13, 2008 (the "Purchase Agreement"), among MasTec North America, Wanzek, Jon L. Wanzek, in his capacity as sellers' representative ("Sellers' Representative"), and the other parties thereto defined as "Sellers", as a portion of the Purchase Price (as defined under the Purchase Agreement) for the Wanzek Acquisition, MasTec North America made and delivered (i) a Negotiable Subordinated Convertible Note dated December 16, 2008, in the original principal amount of \$47,500,000, payable to the order of Sellers' Representative, and (ii) a Negotiable Subordinated Convertible Note dated December 16, 2008, in the original principal amount of \$7,500,000, payable to the order of the Wanzek Family Foundation, a Minnesota nonprofit corporation (the "Wanzek Family Foundation") (collectively, the "Convertible Notes").

Borrowers have advised the Agent and the Lenders that MasTec intends to refinance the Convertible Notes with the proceeds of a proposed public issuance of new convertible notes in the original principal amount of \$100,000,000, pursuant to an indenture among MasTec, as issuer of the new convertible notes, certain of MasTec's Subsidiaries, as guarantors of the new convertible notes, and the trustee named therein (such refinancing transaction is referred to herein as the "Proposed Convertible Notes Refinancing"); provided that, the original principal amount set forth above may be increased by an amount of up to \$25,000,000 to reflect the oversubscription (if any) of the new convertible notes issued under the new convertible notes indenture.

Pursuant to Section 10.2.3 of the Loan Agreement, Borrowers may not create, incur, assume, guarantee or suffer to exist any Debt, except for, among other exceptions, Refinancing Debt so long as each of the Refinancing Conditions is met. Borrowers

acknowledge that because the Debt under the proposed new convertible notes is in an aggregate principal amount exceeding the aggregate principal amount of the Debt under the Convertible Notes, the Debt under the new convertible notes would not satisfy clause (i) of the definition of "Refinancing Conditions" and therefore would not be permitted as Refinancing Debt pursuant to Section 10.2.3 of the Loan Agreement.

Furthermore, pursuant to Section 10.2.6 of the Loan Agreement and the subordination provisions contained in the Convertible Notes, Borrowers are prohibited from prepaying or redeeming the Convertible Notes prior to the maturity date thereof.

Notwithstanding the fact that the Debt under the proposed new convertible notes does not constitute Refinancing Debt permitted under the Loan Agreement and that Borrowers are restricted from prepaying the Convertible Notes, Borrowers have requested that the Agent and the Lenders consent to the Proposed Convertible Notes Refinancing and the incurrence of Debt by Borrowers under the new convertible notes.

The Agent and the Lenders are willing to acknowledge and consent to the Proposed Convertible Notes Refinancing and the incurrence of Debt by Borrowers under the new convertible notes, on the terms and conditions set forth herein.

The parties also desire to amend the Loan Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Acknowledgment of and Consent to the Proposed Convertible Notes Refinancing and the New Convertible Notes. At the request of Borrowers, the Agent and the Lenders hereby acknowledge and consent to the Proposed Convertible Notes Refinancing by MasTec and the incurrence of Debt by Borrowers under the New Convertible Notes, and the guaranty by MasTec's other Subsidiaries thereof, so long as each of the following conditions has been satisfied, each in form and substance satisfactory to the Agent, on or before June 30, 2009:

- (i) No Default or Event of Default exists at the time of, or will exist immediately after giving effect to, the Proposed Convertible Notes Refinancing;
- (ii) Each Borrower shall deliver to the Agent a duly executed and original counterpart of this consent and letter amendment;
- (iii) The Agent receives evidence that MasTec has paid to the Sellers' Representative and the Wanzek Family Foundation an amount sufficient to fully repay the Convertible Notes, including, without limitation, all principal, interest, fees and other amounts owing in connection therewith (the "Convertible Notes Repayment Amount");
- (iv) MasTec certifies to the Agent in writing that the Convertible Notes Repayment Amount is sufficient to fully repay the Convertible Note and that upon payment of such amount, the Convertible Notes will be cancelled and of no further force and effect;
- (v) The Agent receives a true, correct and complete copy of the executed New Convertible Notes Indenture;

(vi) MasTec certifies to the Agent in writing that the Proposed Convertible Notes Refinancing and the issuance of the New Convertible Notes in connection therewith are permitted under and do not violate the provisions of the Indenture or cause to exist a default thereunder;

(vii) The Agent receives evidence that the final terms of the Proposed Convertible Notes Refinancing contained in the New Convertible Notes Indenture and New Convertible Notes with respect to the restrictions on and priorities of "Indebtedness" and "Liens" are effective to permit the Loan Agreement, the Obligations thereunder, and the Liens securing the same (and without limiting the generality of the foregoing, any restriction on the principal amount of indebtedness of the "Credit Facility" (or the equivalent term defined in the New Convertible Notes Indenture) shall not be less than \$260,000,000, and the New Convertible Notes shall at all times remain unsecured);

(viii) Agent receives on the date of this consent and letter amendment full payment of the fees described in Section 4 below; and

(ix) Each Borrower delivers to the Agent such other agreements as the Agent may request in connection herewith.

2. Amendments to Loan Agreement. The Loan Agreement is hereby amended as follows:

(a) By adding the following new definitions of "New Convertible Notes" and "New Convertible Notes Indenture" to Section 1.1 of the Loan Agreement, in proper alphabetical sequence:

New Convertible Notes—MasTec's Senior Convertible Notes having a maturity of not sooner than five (5) years from the issuance date thereof in the original principal amount of \$100,000,000, issued pursuant to the New Convertible Notes Indenture, on or before June 30, 2009, on an unsecured basis and otherwise on terms satisfactory to Agent and Lenders; provided, that, the original principal amount set forth above may be increased by an amount of up to \$25,000,000 reflecting an oversubscription of the New Convertible Notes issued under the New Convertible Notes Indenture.

New Convertible Notes Indenture—the Indenture among MasTec, its Subsidiaries and the trustee named thereunder, as Trustee, governing the New Convertible Notes.

(b) By deleting subclause (i) of the definition of "Refinancing Conditions" contained in Section 1.1 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new subclause (i):

(i) the Refinancing Debt is in an aggregate principal amount that does not exceed the aggregate principal amount of the Debt being extended, renewed or refinanced (or in the case of each of (A) the Indenture and Senior Notes, and (B) the New Convertible Notes Indenture and the New Convertible Notes, the original principal amount thereof),

(c) By deleting subclause (z) of Section 2.1.3 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new subclause (z):

(z) to defease, redeem or refinance either the Senior Notes or the New Convertible Notes.

(d) By deleting Section 3.2.1 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new Section 3.2.1:

3.2.1. Unused Line Fee. Borrowers shall pay to Agent for the Pro Rata benefit of Lenders a fee equal to (i) 0.750% per annum of the amount by which the Average Revolver Loan Balance for any month (or portion thereof that the Commitments are in effect) is less than or equal to 50% of the aggregate amount of the Revolver Commitments; provided that if the Average Revolver Loan Balance for the immediately preceding Fiscal Quarter (or portion thereof) is greater than 50% of the aggregate amount of the Revolver Commitments, then such fee shall be 0.500% per annum of the amount by which the Average Revolver Loan Balance for such month (or portion thereof) is less than the aggregate amount of the Revolver Commitments, in each case such fee to be paid on the first day of the following month, provided that, if the Commitments are terminated on a day other than the first day of a month, then any such fee payable for the month in which termination occurs shall be paid on the effective date of such termination.

(e) By deleting Section 10.1.13 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new Section 10.1.13:

10.1.13. Compliance with Indenture and New Convertible Notes Indenture. Comply with the terms and provisions of (a) the Indenture and the Senior Notes, and (b) the New Convertible Notes Indenture and the New Convertible Notes.

(f) By deleting subclause (ii) of Section 10.2.3 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new subclause (ii):

(ii) each of the Senior Notes and the New Convertible Notes;

(g) By deleting the last sentence at the end of Section 10.2.6 of the Loan Agreement.

(h) By deleting Section 10.2.24 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new Section 10.2.24:

10.2.24. Amendments to Other Agreements. Amend the interest rate or principal amount or schedule of payments of principal and interest with respect to any Debt (other than the Obligations), or any dividend rate or redemption schedule applicable to any preferred stock of an Obligor, other than to reduce the interest or dividend rate or to extend any such schedule of payments or redemption schedule, or amend or cause or permit to be amended in any material respect or in any respect that may be adverse to the interests of Agent or Lenders (i) the Indenture or any other agreement at any time governing or evidencing Subordinated Debt, (ii) the New Convertible Notes Indenture or any other agreement at any time

governing or evidencing the New Convertible Notes, or (iii) the general indemnity agreement between any Obligor and any surety that has issued any outstanding surety bonds for the account of such Obligor or any related intercreditor agreement.

(i) By deleting Section 12.1.6 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new Section 12.1.6:

12.1.6 Other Defaults. There shall occur any default or event of default on the part of any Obligor or any Subsidiary under (i) the Indenture, (ii) the New Convertible Notes Indenture, or (iii) under any other agreement, document or instrument to which such Obligor or such Subsidiary is a party or by which such Obligor or such Subsidiary or any of their respective Properties is bound, creating or relating to any Debt (other than the Obligations) in excess of \$2,500,000, in each case if the payment or maturity of such Debt may be accelerated in consequence of such default or event of default or demand for payment of such Debt may be made.

3. Additional Inducements. The consents, amendments and acknowledgments herein are limited as written and do not constitute consents, amendments, acknowledgments, waivers or releases by the Agent or any Lender of any provision of the Loan Agreement or any right of the Agent or any Lender thereunder, except as expressly set forth herein. This consent and letter amendment shall be part of the Loan Agreement and a breach of any representation, warranty or covenant herein shall constitute an Event of Default. Nothing herein shall be construed to be an admission by Borrowers that the Agent's and the Lenders' consent or acknowledgment is required with respect to any future refinancing of Debt.

4. Consent Fees; Expenses of Agent. In consideration of Agent's and Lenders' willingness to enter into this Amendment, the Borrowers hereby jointly and severally agree to pay to Agent, for the Pro Rata benefit of the Lenders that are signatories to this consent and letter amendment, a nonrefundable consent fee in the amount of \$262,500 in immediately available funds on the date hereof which shall be fully earned on such date. Additionally, to induce Agent and Lenders to enter into this consent and letter amendment and grant the accommodations set forth herein, Borrowers hereby jointly and severally agree to pay, on the date hereof any other fee required by Agent individually, and **on demand**, all costs and expenses incurred by Agent in connection with the preparation, negotiation and execution of this consent and letter amendment and any other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the costs and fees of Agent's legal counsel and any taxes or expenses associated with or incurred in connection with any instrument or agreement referred to herein or contemplated hereby.

5. No Novation, etc. The parties hereto acknowledge and agree that, except as set forth herein, nothing in this consent and letter amendment shall be deemed to amend or modify any provision of the Loan Agreement or any of the other Loan Documents, each of which shall remain in full force and effect, and the Agent's and Lenders' willingness to consent to the Proposed Convertible Notes Refinancing, and the incurrence of Debt by Borrowers under the New Convertible Notes, in each case, as set forth herein, shall not extend to, or be deemed a consent, to any other refinancing, issuance or other transactions other than in accordance with the terms of the Loan Agreement. This consent and letter amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Loan Agreement as herein modified shall continue in full force and effect.

6. Acknowledgements and Stipulations; Representation and Warranties. By its signature below, each Borrower (a) acknowledges and stipulates that (i) the Loan Agreement and the other Loan Documents executed by such Borrower are legal, valid and binding obligations of such Borrower that are enforceable against such Borrower in accordance with the terms thereof,

(ii) all of the Obligations of such Borrower are owing and payable without defense, offset or counterclaim (and to the extent there exists any such defense, offset or counterclaim on the date hereof, the same is hereby waived by each Borrower), (iii) the security interests and liens granted by such Borrower in favor of the Agent are duly perfected, first priority security interests and liens (except with respect to those Permitted Liens that are permitted to have priority pursuant to the Loan Documents), and (iv) the Loan Agreement and each amendment to the Loan Agreement heretofore entered into by the any or all of the Borrowers and any actions taken under the Loan Agreement as thereby amended are hereby ratified and approved by such Borrower; and (b) represents and warrants to the Agent and the Lenders, to induce the Agent and the Lenders to enter into this consent and letter amendment, that (i) the execution, delivery and performance of this consent and letter amendment has been duly authorized by all requisite corporate or limited liability company action on the part of such Borrower, (ii) all of the representations and warranties made by such Borrower in the Loan Agreement and the other Loan Documents are true and correct on and as of the date hereof, except to the extent that any such representation or warranty is stated to relate to an earlier date, in which case such representation or warranty shall be true and correct on and as of such earlier date, and (iii) to the best of such Borrower's knowledge, there exists no claim or cause of action of any kind or nature, whether absolute or contingent, disputed or undisputed, at law or in equity, that such Borrower has or has ever had against the Agent or any Lender arising under or in connection with any of the Loan Documents (and to the extent there exists any such claim or cause of action on the date hereof, the same is hereby waived by such Borrower).

7. Waiver of Jury Trial. To the fullest extent permitted by Applicable Law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this consent and letter amendment.

[Remainder of page intentionally left blank.]

This consent and letter amendment shall be governed by and construed in accordance with the internal laws of the State of Georgia and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This consent and letter amendment may be executed in any number of counterparts and by different parties to this consent and letter amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same amendment. Any signature page counterpart delivered by a party by facsimile transmission shall be deemed to be an original signature page counterpart hereto.

Very truly yours,

BANK OF AMERICA, N.A.,
as Agent and a Lender

By: /s/ Dennis S. Losin
Name: Dennis S. Losin
Title: Senior Vice President

[Signatures continue on following page.]

GENERAL ELECTRIC CAPITAL CORPORATION, as a
Lender

By: /s/ Brian Miner

Name: Brian Miner

Title: Duly Authorized Signatory

[Signatures continue on following page.]

By: /s/ Alex M. Council, IV

Name: Alex M. Council

Title: Vice President

[Signatures continue on following page.]

By: /s/ Sharon Prusakowski

Name: Sharon Prusakowski

Title: Vice President

By: /s/ Anthony Casciano

Name: Anthony Casciano

Title: Vice President

[Signatures continue on following page.]

BORROWERS:

MASTEC, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and
Executive Vice President

MASTEC CONTRACTING COMPANY, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and
Executive Vice President

MASTEC SERVICES COMPANY, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and
Executive Vice President

MASTEC NORTH AMERICA, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and
Executive Vice President

CHURCH & TOWER, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and
Executive Vice President

POWER PARTNERS MASTEC, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and
Executive Vice President of member, Mastec North
America, Inc.

[Signatures continue on following page.]

GLOBETEC CONSTRUCTION, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Vice President and Executive Vice President of
member, Mastec North America, Inc.

THREE PHASE LINE CONSTRUCTION, INC.

By: /s/ Peter Johnson
Name: Peter Johnson
Title: President

PUMPCO, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Vice President

NSORO MASTEC, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Vice President

WANZEK CONSTRUCTION, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Vice President

[Signatures continue on following page.]

GUARANTORS:

PHASECOM SYSTEMS INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Executive Vice President and Chief Executive Officer

INTEGRAL POWER & TELECOMMUNICATIONS CORPORATION, LTD.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and Executive Vice President

MASTEC NORTH AMERICA AC, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Chief Financial Officer and Executive Vice President of member, Mastec North America, Inc.

THREE PHASE ACQUISITION CORP.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: Vice President

Statement Regarding Computation of Ratio of Earnings to Fixed Charges

Ratio of Earnings to Fixed Charges	Year Ended December 31,					Three months ended March 31, 2009
	2008	2007	2006	2005	2004	
Fixed Charges :						
Interest expense, capitalized leases and amortization of debt discount and expense	\$ 17,721	\$16,135	\$ 14,453	\$ 19,463	\$ 19,723	6,057
Estimate of interest within rental expense	19,207	16,033	16,733	15,834	13,122	6,059
Total Fixed Charges	\$ 36,928	\$32,168	\$ 31,186	\$ 35,297	\$ 32,845	12,116
Earnings :						
Consolidated net income	\$ 65,788	\$ (7,328)	\$ (50,348)	\$ (14,616)	\$ (49,437)	11,929
Addback:						
Minority interest	\$ —	\$ 2,459	\$ 2,294	\$ 1,714	\$ 333	—
Loss from discontinued operations	814	13,611	90,398	35,947	37,933	—
Consolidated provision for income taxes	870	—	—	—	—	101
Fixed charges less interest capitalized	36,928	32,168	31,186	35,297	32,845	12,116
Subtotal Earnings	\$104,400	\$40,910	\$ 73,530	\$ 58,342	\$ 21,674	24,146
Less : Undistributed earning of less-than-50% owned affiliates	—	119	5,772	285	—	—
Total Earnings	\$104,400	\$40,791	\$ 67,758	\$ 58,057	\$ 21,674	24,146
Ratio of Earnings to Fixed Charges	2.8x	1.3x	2.2x	1.6x	— ⁽¹⁾	2.0x

(1) For the year ended December 31, 2004 we had an earnings-to-fixed charges coverage deficiency of approximately \$11.2 million.

[Letterhead of Houlihan Smith & Company, Inc.]

We hereby consent to the references to Houlihan Smith & Company, Inc. (“Houlihan”) and to our valuation report dated December 31, 2008 relating to the estimation of fair value of certain auction rate securities held by MasTec, Inc. (the “Company”) as of December 31, 2008, including the use of information contained within our Report in the Company’s Form 10-K for the year ended December 31, 2008 and to the incorporation by reference of such information from the Company’s Form 10-K for the fiscal year ended December 31, 2008 in the Registration Statements (Form S-8 Nos. 333-139996, 333-112010, 333-105781, 333-105516, 333-38932, 333-77823, 333-47003, 333-38940 and 333-30647 and Form S-3 Nos. 333-158502, 333-142083, 333-133252, 333-46067).

/s/ Houlihan Smith & Company, Inc.

Houlihan Smith & Company, Inc.

May 29, 2009

**Contact:**

J. Marc Lewis, Vice President-Investor Relations
305-406-1815
305-406-1886 fax
marc.lewis@mastec.com

800 S. Douglas Road, 12th Floor
Coral Gables, Florida 33134
Tel: 305-599-1800
Fax: 305-406-1960

For Immediate Release

MasTec Announces Offerings to Refinance Convertible Notes and Sell Common Stock for Prior Acquisition Related Shareholders

Coral Gables, FL (June 1, 2009) — MasTec, Inc. (NYSE: MTZ) today announced an underwritten public offering of convertible notes and an underwritten public secondary offering of common stock by certain selling shareholders.

MasTec will offer approximately \$100,000,000 aggregate principal amount of convertible senior notes in a registered public offering. In addition, MasTec has granted to the underwriters an option to purchase up to an additional \$15,000,000 aggregate principal amount of the convertible notes. The convertible notes will be convertible, under certain circumstances, into shares of MasTec common stock.

The convertible notes will be MasTec's senior unsecured obligations and will rank equally with any existing and future unsecured senior debt, and senior to any existing and future subordinated debt. The convertible notes will be guaranteed by the MasTec subsidiaries that guarantee MasTec's 7.625% senior notes due 2017.

Concurrently, certain shareholders will offer 4 million shares of MasTec common stock in an underwritten registered public offering. All of the shares are being offered by Jon Wanzek, founder and CEO of Wanzek Construction, Inc. ("Wanzek Construction"), and his affiliates. Mr. Wanzek and his affiliates received 7.5 million MasTec shares in conjunction with MasTec's 2008 acquisition of Wanzek Construction. Assuming a successful completion of the common stock offering, Mr. Wanzek and his affiliate group will remain one of MasTec's largest shareholders.

MasTec intends to use the proceeds from the convertible notes offering to refinance the existing \$55 million 8% convertible notes issued in conjunction with MasTec's 2008 acquisition of Wanzek Construction, for working capital, possible acquisitions of assets and businesses, and for general corporate purposes. MasTec will not receive any proceeds from the sale of the shares of common stock by the selling shareholders.

The closing of the convertible notes offering and the common stock offering will not be contingent on each other.

The common shares and convertible notes purchased by the underwriters are expected to be offered for resale from time to time in negotiated transactions or otherwise, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or otherwise.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy the common stock or convertible notes, nor shall there be any sale of the common stock or convertible notes in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction. A registration statement relating to these securities has been filed with the Securities and Exchange Commission and is effective. A written prospectus for this offering meeting the requirements of Section 10 of the Securities Act of 1933 (other than a free writing prospectus as defined in Securities Act Rule 405) may be obtained from the offices of Morgan Stanley at 180 Varick Street, Second Floor, New York, New York 10014, Attention: Prospectus Department or by email at prospectus@morganstanley.com.

MasTec is a leading specialty contractor operating mainly throughout the United States across a range of industries. The Company's core activities are the building, installation, maintenance and upgrade of communication and utility infrastructure systems.

Forward Looking Statements

Certain statements in this press release are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of Securities Exchange Act of 1934, as amended, and are subject to the safe harbor created thereby. These statements involve a number of risks, uncertainties, and other factors, including potential changes in market conditions, which could cause actual results to differ materially.