AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON FEBRUARY 13, 1998
REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

MASTEC, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	1623	59-1259279
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBER)	(I.R.S. EMPLOYER IDENTIFICATION NO.)

3155 N.W. 77TH AVENUE MIAMI, FLORIDA 33122-1205 (305) 599-1800 (ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)	JOSE M. SARIEGO, ESQ. SENIOR VICE PRESIDENT--GENERAL COUNSEL MASTEC, INC. 3155 N.W. 77TH AVENUE MIAMI, FLORIDA 33122-1205 (305) 599-2314 (NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

COPIES TO:

STEVEN D. RUBIN, ESQ.
STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
150 WEST FLAGLER STREET, SUITE 2200
MIAMI, FLORIDA 33130
(305) 789-3517

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:

As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. [ ]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
7-3/4% Series B Senior Subordinated Notes Due 2008	$200,000,000	100%	$200,000,000	$59,000

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(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(f)(1).

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the

solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

SUBJECT TO COMPLETION, DATED FEBRUARY 13, 1998

OFFER TO EXCHANGE

7-3/4% SERIES B SENIOR SUBORDINATED NOTES DUE 2008
FOR ANY AND ALL
OUTSTANDING 7-3/4% SENIOR SUBORDINATED NOTES DUE 2008
OF
MASTEC, INC.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M.,
NEW YORK CITY TIME, ON , 1998, UNLESS EXTENDED

MasTec, Inc. ("MasTec" or the "Company") hereby offers, upon the terms and subject to the conditions set forth in this Prospectus and the accompanying Letter of Transmittal (which together constitute the "Exchange Offer"), to exchange $1,000 principal amount of 7-3/4% Series B Senior Subordinated Notes due 2008 of the Company (the "New Notes") for each $1,000 principal amount of the issued and outstanding 7-3/4% Senior Subordinated Notes due 2008 (the "Old Notes," and collectively with the New Notes, the "Notes"). Interest on the Notes is payable semi-annually commencing August 1, 1998 with a final maturity date of February 1, 2008. As of the date of this Prospectus, $200.0 million aggregate principal amount of the Old Notes is outstanding. The terms of the New Notes and the Old Notes are substantially identical in all material respects, except for certain transfer restrictions and registration rights; and except that holders of Old Notes are entitled to receive Liquidated Damages (as defined) if (a) the Company fails to file any of the registration statements required by the Registration Rights Agreement (as defined) on or before the date specified for such filing, (b) any of such registration statements is not declared effective by the Securities and Exchange Commission (the "Commission") on or prior to the date specified for such effectiveness (the "Effectiveness Target Date"), (c) the Company fails to consummate the Exchange Offer within 30 business days of the Effectiveness Target Date with respect to the registration statement of which this Prospectus forms a part (the "Exchange Offer Registration Statement"), or (d) a shelf registration statement or the Exchange Offer Registration Statement is declared effective but thereafter ceases to be effective or usable in connection with resales of Transfer Restricted Securities (as defined) during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (a) through (d) above is a "Registration Default"). In the event of a Registration Default, the Company is required to pay Liquidated Damages to each holder of Transfer Restricted Securities with respect to the first 90-day period immediately following the occurrence of such Registration Default, in an amount equal to $.05 per week per $1,000 principal amount of Old Notes held by such holder. The amount of the Liquidated Damages will increase by an additional $.05 per week per $1,000 principal amount of Old Notes with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of Liquidated Damages of $.20 per week per $1,000 principal amount of Old Notes. Following the cure of all Registration Defaults, the accrual of Liquidated Damages will cease. See "Description of Notes--Registration Rights; Liquidated Damages."

(Continued on following page)

SEE "RISK FACTORS" BEGINNING ON PAGE 9 FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED BY PARTICIPANTS IN THE EXCHANGE OFFER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS, ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is , 1998

The Exchange Offer is being made to satisfy certain obligations of the Company under the Registration Rights Agreement, dated as of February 4, 1998, among the Company and the Initial Purchasers (the "Registration Rights Agreement"). Upon consummation of the Exchange Offer, holders of Old Notes that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes and, accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon.

Based on interpretations by the staff of the Commission with respect to similar transactions, including no-action letters, the Company believes that the New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any holder of such New Notes (other than any such holder which is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act of 1933, as amended (the "Securities Act")) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business, such holder has no arrangement or understanding with any person to participate in the distribution of such New Notes and neither the holder nor any other person is engaging in or intends to engage in a distribution of the New Notes. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes must acknowledge that it will deliver a prospectus in connection with any resale of its New Notes. A broker-dealer who acquired Old Notes directly from the Company can not exchange such Old Notes in the Exchange Offer. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of the New Notes received in exchange for the Old Notes acquired by the broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that they will make this Prospectus available to any broker-dealer for use in connection with any such resale for a period of 180 days after the Exchange Date (as defined) or, if earlier, until all participating broker-dealers have so resold. See "Plan of Distribution."

The New Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture (as defined). For a more complete description of the terms of the new Notes, see "Description of Notes." There will be no cash proceeds to the Company from the Exchange Offer. The New Notes will be subordinated in right of payment to all current and future Senior Debt (as defined) of the Company. The New Notes will also be effectively subordinated to all indebtedness and other liabilities and commitments (including trade payables and lease obligations) of the Company's subsidiaries. As of September 30, 1997, after giving pro forma effect to the Offering and the application of the net proceeds therefrom, the New Notes would have been subordinated to approximately $72.2 million of Senior Debt of the Company and indebtedness and other obligations of the Company's subsidiaries. In addition, the Company would have had $121.5 million of borrowings available under the Credit Facility (as defined). The Indenture will permit the Company and its subsidiaries to incur additional indebtedness, including additional Senior Debt, in the future.

The Old Notes were originally issued and sold on February 4, 1998 in an offering of $200.0 million aggregate principal amount (the "Offering," as defined). The Offering was exempt from registration under the Securities Act in reliance upon the exemptions provided by Rule 144A and Section 4(2) of the Securities Act. Accordingly, the Old Notes may not be reoffered, resold or otherwise pledged, hypothecated or transferred in the United States unless so registered or unless an exemption from the registration requirements of the Securities Act and applicable state securities laws is available.

The Company has not entered into any arrangement or understanding with any person to distribute the New Notes to be received in the Exchange Offer, and to the best of the Company's information and belief, each person participating in the Exchange Offer is acquiring the New Notes in its ordinary

course of business and has no arrangement or understanding with any person to participate in the distribution of the New Notes to be received in the Exchange Offer. Any person participating in the Exchange Offer who does not acquire the Exchange Notes in the ordinary course of business: (i) cannot rely on the above referenced no-action letters; (ii) cannot tender its Old Notes in the Exchange Offer; and (iii) must comply with the registration and prospectus delivery requirements of the Securities Act.

The Exchange Offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered for exchange. However, the Exchange Offer is subject to certain customary conditions which may be waived by the Company. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 1998, unless extended (as it may be so extended, the "Expiration Date"), provided that the Exchange Offer shall not be extended beyond 30 business days from the date of this Prospectus. The date of acceptance for exchange of the Old Note for the New Notes (the "Exchange Date") will be the first business day following the Expiration Date or as soon as practicable thereafter. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date; otherwise such tenders are irrevocable.

There has not previously been any public market for the Notes. If a market for the New Notes should develop, the New Notes could trade at a discount from their initial offering price. The Company does not intend to apply for listing of the New Notes on any securities exchange or in any automated quotation system. There can be no assurance that an active trading market for the New Notes will develop.

AVAILABLE INFORMATION

The Company has filed with the Commission in Washington, D.C. a Registration Statement on Form S-4 under the Securities Act with respect to the Exchange Offer. This Prospectus, which is part of the Registration Statement, does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and the Exchange Offer, reference is made to such Registration Statement and the exhibits and schedules filed as part thereof. The Registration Statement and the exhibits and schedules thereto filed with the Commission may be inspected without charge at the Public Reference Section of the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and will also be available for inspection and copying at the regional offices of the Commission located at Seven World Trade Center, 13th Floor, New York, New York 10048, and the Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of all or any portion of the Registration Statement may be obtained from the Public Reference Section of the Commission upon payment of certain prescribed fees. Electronic registration statements made through the Electronic Data Gathering, Analysis, and Retrieval system are publicly available through the Commission's web site (http://www.sec.gov.), which is maintained by the Commission and which contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission.

THE EXCHANGE OFFER IS NOT BEING MADE TO, NOR WILL THE COMPANY ACCEPT SURRENDERS FOR EXCHANGE FROM, HOLDERS OF OLD NOTES IN ANY JURISDICTION IN WHICH THE EXCHANGE OFFER OR THE ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE SECURITIES LAWS OF SUCH JURISDICTION.

INCORPORATION BY REFERENCE

The following documents, filed with the Commission by the Company pursuant to the Exchange Act, are incorporated herein by reference and made a part of this Prospectus:

1. the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996, as amended on Form 10-K/A filed February 6, 1998 (the "1996 10-K");

2. the portions of the Company's definitive Proxy Statement for its 1997 Annual Meeting of Stockholders dated April 14, 1997 that have been incorporated by reference into the 1996 10-K;

3. the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1997, June 30, 1997 and September 30, 1997; and

4. the Company's Current Reports on Form 8-K dated January 20, 1998 and January 26, 1998.

All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of this offering shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the respective date of filing of each such document. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

THIS PROSPECTUS INCORPORATES DOCUMENTS BY REFERENCE WHICH ARE NOT PRESENTED HEREIN OR DELIVERED HEREWITH. THESE DOCUMENTS ARE AVAILABLE UPON REQUEST FROM NANCY J. DAMON, CORPORATE SECRETARY, MASTEC, INC., 3155 N.W. 77TH AVENUE, SUITE 135, MIAMI, FLORIDA 33122-1205, TELEPHONE NUMBER 305-599-1800. IN ORDER TO ENSURE TIMELY DELIVERY OF THE DOCUMENTS, ANY REQUEST SHOULD BE MADE NO LATER THAN 5 BUSINESS DAYS PRIOR TO THE EXPIRATION OF THE EXCHANGE OFFER.

SUMMARY

THE FOLLOWING INFORMATION IS QUALIFIED IN ITS ENTIRETY BY THE MORE DETAILED INFORMATION AND FINANCIAL STATEMENTS AND NOTES THERETO APPEARING ELSEWHERE OR INCORPORATED BY REFERENCE HEREIN. UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "MASTEC" OR THE "COMPANY" INCLUDE MASTEC, INC., ITS CONSOLIDATED SUBSIDIARIES AND ITS 50%-OWNED AFFILIATES IN ARGENTINA, CHILE AND PERU.

THE COMPANY

MasTec is one of the world's largest contractors specializing in the design, installation and maintenance of infrastructure for the rapidly growing telecommunications industry. The Company focuses on the installation of aerial and underground copper, coaxial and fiber optic cable networks as well as wireless antenna networks ("outside plant services"). The Company believes it is the largest independent contractor for these systems in the United States and Spain, and one of the largest in Argentina, Brazil, Chile and Peru. The Company also installs central office switching equipment, and designs, installs and maintains integrated voice, data and video local and wide area networks inside buildings ("inside wiring"). Clients for the Company's services include major domestic and international telecommunications service providers such as the regional bell operating companies ("RBOCs"), other local exchange carriers, competitive access providers, cable television operators, long-distance operators and wireless phone companies. MasTec believes it is well positioned to benefit from the significant growth taking place in the global telecommunications market.

MasTec has experienced significant and consistent growth as a result of its ability to identify and integrate strategic acquisitions, its competitive position as one of the largest providers of infrastructure services and favorable trends in the telecommunications industry. The Company's revenue has increased from $142.6 million in 1994 to $534.1 million in 1996 and from $355.8 million for the first nine months of 1996 to $500.1 million for the same period in 1997. EBITDA (as defined) has also increased from $18.2 million in 1994 to $71.2 million in 1996 and from $46.1 million in the first nine months of 1996 to $74.0 million in the same period in 1997. The Company expects to continue to grow through additional strategic acquisitions as well as through internal expansion. Since January 1996, the Company has completed 13 domestic and two foreign acquisitions and actively continues to pursue complimentary acquisitions in the highly fragmented telecommunications infrastructure industry. Internal growth is expected to be driven by the expansion of the global telecommunications industry resulting from (i) continued global deregulation, which is allowing numerous new service providers to enter the marketplace and is increasing the competitive pressure on existing participants to upgrade and expand their networks; (ii) increasing consumer demand for advanced communications services which require the upgrading of existing infrastructure to handle increased bandwidth needs; and (iii) increasing reliance on outsourcing of infrastructure needs to full service contractors by service providers in an effort to reduce costs and focus on their core competencies.

COMPETITIVE STRENGTHS

The Company seeks to differentiate itself from its competitors through the following characteristics:

STRONG CUSTOMER RELATIONSHIPS. Founded in 1929, the Company has developed strong relationships with numerous telecommunications service providers by providing high quality services in a cost and time efficient manner. The Company has been providing services to Telefonica de Espana, S.A. ("Telefonica") and BellSouth Telecommunications, Inc. ("BellSouth"), its two largest customers, since 1950 and 1969, respectively, and maintains similar long-term relationships with many of its other customers. MasTec currently has 23 multi-year service contracts with Telefonica, the RBOCs and other

telecommunications service providers for certain of their outside plant requirements up to a specific dollar amount per job and within certain geographic areas.

DIVERSE CUSTOMER BASE. MasTec provides a full range of infrastructure services to a diverse customer base. Domestically, the Company provides outside plant services to local exchange customers such as BellSouth, US West Communications, Inc., SBC Communications, Inc., United Telephone Company of Florida, Inc. (a subsidiary of Sprint Corporation ("Sprint")) and GTE Corporation. The Company also provides outside plant services to competitive local exchange carriers such as MFS Communications Company, Inc., Sprint Metropolitan Networks, Inc. and MCI Metro, Inc. (the local telephone subsidiaries of Sprint and MCI Communications Corporation ("MCI"), respectively), cable television operators such as Time Warner Inc., Cox Communications, Inc. and Marcus Cable Company, long distance carriers such as MCI and Sprint, and wireless communications providers such as PrimeCo Personal Communications LP and Sprint Spectrum, L.P. Internationally, the Company provides outside plant services, turn-key switching systems installation and inside wiring services primarily to Telefonica, the principal telephone company in Spain, and Telefonica's affiliates in Argentina, Chile and Peru. In July 1997, the Company also began servicing the local telephone subsidiaries of Telecomunicacoes Brasileiras S.A., the Brazilian government-owned telecommunications system ("Telebras"), in Sao Paulo, Rio de Janeiro, Parana and other states in the more populous and developed Southern region of Brazil, as well as Companhia Riograndense de Telecommunicacoes, S.A. ("CRT"), the local telephone company in Rio Grande do Sul which is partly owned by Telefonica.

The Company renders inside wiring services nationwide to large corporate customers with multiple locations such as First Union National Bank, International Business Machines Corporation ("IBM") and Dean Witter Reynolds Inc., and to universities and health care providers.

TURN-KEY CAPABILITIES. The Company believes it is one of the few contractors capable of providing all of the design, installation and maintenance services necessary for a cable or wireless network starting from a transmission point, such as a central office or headend, and running continuously through aerial and underground cables to the ultimate end users' voice and data ports, cable outlets or cellular stations. The Company can also install the switching devices at a central office or set up local and wide area voice, data and video networks to expand a business's telecommunications infrastructure both inside a specific structure or between multiple structures.

The Company believes that its customers increasingly are seeking comprehensive solutions to their infrastructure needs by turning to fewer qualified contractors who have the size, financial capability and technical expertise to provide a full range of infrastructure services. The Company believes that this trend will accelerate as industry consolidations increase and as these consolidated entities begin to provide bundled services to end users. The Company believes it has positioned itself, through acquisitions and internal growth, as a full service provider of outside plant and inside wiring infrastructure services to take advantage of this trend.

BROAD GEOGRAPHIC PRESENCE. The Company has significantly broadened its geographic presence in recent years through strategic acquisitions. Domestically, MasTec has expanded beyond its historical base in the Southeastern United States and currently has operations in over 30 states in the Southeast, Southwest, West and upper Midwest regions of the country. The Company also substantially increased its international operations through the acquisition, in April 1996, of Sistemas e Instalaciones de Telecomunicacion, S.A. ("Sintel"), the largest telecommunications infrastructure contractor in Spain, and through the acquisition, in July 1997, of a majority interest in MasTec Inepar S.A. Sistemas de Telecomunicacoes ("MasTec Inepar"), a leading telecommunications construction company in Brazil. Due to its broad geographic presence, the Company believes that it is well suited to service customers with operations across the United States as well as companies who are active in multiple areas of the world such as multinational corporations and telecommunications service providers that are expanding into international markets. In addition, by developing business in many geographic regions, the Company believes it is less susceptible to changes in the market dynamics in any one region.

GROWTH STRATEGY

The Company is pursuing a disciplined strategy of growth and diversification in its core business through strategic acquisitions and internal expansion as follows:

STRATEGIC ACQUISITIONS. The Company plans to continue to pursue strategic acquisitions in the fragmented telecommunications and utility infrastructure industry that either expand its geographic coverage and customer base or broaden the range of services it can offer to clients. The Company focuses its acquisition efforts primarily on companies with successful track records and strong management. The Company has acquired 15 companies since January 1996 and has significant experience in identifying, purchasing and integrating telecommunications infrastructure businesses both domestically and internationally. Management believes that MasTec is able to improve the acquired companies' operating performance by providing strategic guidance, administrative support, greater access to capital and savings in purchasing and insurance costs.

INTERNAL EXPANSION. The Company believes it is poised to capitalize on the anticipated growth in its industry due to its status as one of the world's largest telecommunications infrastructure contractors and its strong customer relationships. The International Telecommunications Union estimates that between 1996 and 2000 telecommunications infrastructure investment will exceed $50 billion in the United States and $600 billion worldwide. In addition, the Company believes that the RBOCs and other utilities in the United States, which still conduct a significant portion of their construction work in-house, will out-source more infrastructure construction in the future in response to competitive pressures to cut costs, streamline their operations and focus on their core competencies. The Company believes that its reputation for quality and reliability, operating efficiency, financial strength, technical expertise, presence in key geographic areas and ability to offer a full range of construction services make it well positioned to compete for this business, particularly the larger, more technically complex infrastructure projects.

The Company also anticipates that its Brazilian operations will become a more significant part of its operations. MasTec Inepar, in its first two months of operations ended September 30, 1997, generated revenue and EBITDA (net of minority interest) of $35.0 million and $2.7 million, respectively, and at September 30, 1997 had a backlog of approximately $245.0 million. The Brazilian government has estimated that approximately $75 billion will need to be invested over a seven year period in order to modernize and expand Brazil's telecommunications infrastructure. To accomplish this objective, the government has stated its intention of deregulating and privatizing Brazil's telecommunications system. The Company believes that, through MasTec Inepar, it is well positioned to participate in this anticipated expansion.

In addition to focusing on its core telecommunications customers, the Company plans to achieve incremental growth by continuing to develop complementary lines of businesses. These businesses include the provision of premise wiring services to corporations and infrastructure construction services to the electric power industry and other public utilities.

The Company's principal executive offices are located at 3155 N.W. 77th Avenue, Suite 135, Miami, Florida 33122-1205. The telephone number at that location is (305) 599-1800.

THE INITIAL OFFERING

Pursuant to a Purchase Agreement dated as of January 30, 1998 (the "Purchase Agreement"), the Company sold Old Notes in an aggregate principal amount of $200.0 million to the Initial Purchasers on February 4, 1998. The Initial Purchasers subsequently resold the Old Notes purchased from the Company to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to certain institutional accredited investors (as defined in Rule 501(A)(1), (2), (3) or (7) under the Securities Act). A portion of the net proceeds from the Initial Offering, estimated to have been approximately $194.2 million after deducting discounts to the Initial Purchasers and estimated Offering expenses, were used to repay approximately $82.4 million of outstanding indebtedness under the Credit Facility (as defined), under which borrowings bore interest at LIBOR (London Interbank Offered Rate) plus the applicable LIBOR margin, currently 1.00%. The remaining net proceeds from the Offering will be used by the Company for general corporate purposes, including acquisitions, working capital needs and capital expenditures.

THE EXCHANGE OFFER

Securities Offered.....	Up to $200.0 million aggregate principal amount of 7-3/4% Series B Senior Notes due 2008 of the Company (the "New Notes," and collectively with the Old Notes, the "Notes"). The terms of the New Notes and the Old Notes are substantially identical in all material respects, except for certain transfer restrictions, registration rights and liquidated damages ("Liquidated Damages") for Registration Defaults relating to the Old Notes which will not apply to the New Notes. See "Description of Notes."
The Exchange Offer.....	The Company is offering to exchange $1,000 principal amount of New Notes for each $1,000 principal amount of Old Notes. See "The Exchange Offer" for a description of the procedures for tendering Old Notes. The Exchange Offer satisfies the registration obligations of the Company under the Registration Rights Agreement. Upon consummation of the Exchange Offer, holders of Old Notes that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes and, accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon.
Tenders, Expiration Date; Withdrawal; Exchange Date...	The Exchange Offer will expire at 5:00 p.m., New York City time, on , 1998, or such later date and time to which it is extended (as it may be so extended, the "Expiration Date"), provided that the Exchange Offer shall not be extended beyond 30 business days from the date of this Prospectus. Tender of Old Notes pursuant to the Exchange Offer may be withdrawn and retendered at any time prior to the Expiration Date. Any Old Notes not accepted for exchange for any reason will be returned without expense to the tendering holder as

	promptly as practicable after the expiration or termination of the Exchange Offer. The date of acceptance for exchange of all Old Notes properly tendered and not withdrawn for New Notes (the "Exchange Date") will be the first business day following the Expiration Date or as soon as practicable thereafter.
Accrued Interest on the New Notes.....	Each New Note will bear interest from the most recent date to which interest has been paid on the Old Note or, if no such payment has been made, from February 4, 1998.
Federal Income Tax Considerations.....	The Exchange Offer will not result in any income, gain or loss to the holders of Notes or the Company for federal income tax purposes. See "Certain Federal Income Tax Considerations."
Use of Proceeds.....	There will be no proceeds to the Company from the exchange of New Notes for the Old Notes pursuant to the Exchange Offer.
Exchange Agent.....	First Trust National Association, the Trustee under the Indenture, is serving as exchange agent (the "Exchange Agent") in connection with the Exchange Offer.

CONSEQUENCES OF EXCHANGING OR FAILURE TO EXCHANGE OLD NOTES PURSUANT TO THE EXCHANGE OFFER

Generally, holders of Old Notes (other than any holder who is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) who exchange their Old Notes for New Notes pursuant to the Exchange Offer may offer their New Notes for resale, resell their New Notes, and otherwise transfer their New Notes without compliance with the registration and prospectus delivery provisions of the Securities Act, provided such New Notes are acquired in the ordinary course of the holder's business, such holders have no arrangement with any person to participate in a distribution of such New Notes and neither the holder nor any other person is engaging in or intends to engage in a distribution of the New Notes. A broker-dealer who acquired Old Notes directly from the Company can not exchange such Old Notes in the Exchange Offer. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes must acknowledge that it will deliver a prospectus in connection with any resale of its New Notes. See "Plan of Distribution." To comply with the securities laws of certain jurisdictions, it may be necessary to qualify for sale or register the New Notes prior to offering or selling such New Notes. The Company is required, under the Registration Rights Agreement, to register the New Notes in any jurisdiction requested by the holders, subject to certain limitations. Upon consummation of the Exchange Offer, holders that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes, and accordingly, such old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon. See "The Exchange Offer--Consequences of Failure to Exchange."

SUMMARY DESCRIPTION OF THE NOTES

Issuer.....	MasTec, Inc.
Securities Offered.....	$200.0 million aggregate principal amount of 7-3/4% Series B Senior Subordinated Notes due 2008 (the "New Notes," and collectively with the Old Notes, the "Notes"). The terms of the New Notes and the Old Notes are substantially identical in all material respects, except for certain transfer restrictions, registration rights and Liquidated Damages for Registration Defaults relating to the Old Notes which will not apply to the New Notes. See "Description of Notes."
Maturity Date.....	February 1, 2008.
Interest Rate and Payment Dates.....	The Notes bear interest at a rate of 7-3/4% per annum, payable semi-annually in arrears on February 1 and August 1 of each year, commencing August 1, 1998.
Ranking.....	The Notes are subordinated in right of payment to all existing and future Senior Debt of the Company. In addition, the Notes are effectively subordinated to all indebtedness and other liabilities and commitments (including trade payables and lease obligations) of the Company's subsidiaries. As of September 30, 1997, after giving pro forma effect to the Offering and the application of the net proceeds therefrom, the Notes would have been subordinated to approximately $72.2 million of Senior Debt of the Company and indebtedness and other obligations of the Company's subsidiaries. In addition, the Company would have had $121.5 million of borrowings available under the Credit Facility.
Optional Redemption.....	The Notes will be redeemable, at the option of the Company, in whole or in part, at any time after February 1, 2003, at the redemption prices set forth herein, plus accrued and unpaid interest, if any, to the redemption date. In addition, on or prior to February 1, 2001, the Company may redeem up to one-third of the aggregate principal amount of the Notes at a redemption price of 107.750% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to the redemption date with the net cash proceeds of an offering of Equity Interests (other than Disqualified Stock) of the Company; PROVIDED, that at least $133.3 million in principal amount of the Notes remain outstanding immediately after the occurrence of such redemption.
Change of Control.....	In the event of a Change of Control, the Company will be required to make an offer to each holder of Notes to repurchase such holder's Notes at a repurchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to the repurchase date.

Certain Covenants.....	The indenture pursuant to which the Notes were or will be issued (the "Indenture") contains certain covenants that, among other things, limit the ability of the Company and its Restricted Subsidiaries (as defined) to incur additional Indebtedness (as defined) and issue preferred stock, pay dividends or make other distributions, repurchase Equity Interests or make other Restricted Payments (as defined), create certain Liens (as defined), enter into certain transactions with Affiliates (as defined), sell assets or enter into certain mergers and consolidations.
Exchange Offer; Registration Rights.....	Pursuant to a Registration Rights Agreement (the "Registration Rights Agreement") between the Company and the Initial Purchasers, the Company agreed (i) to file a registration statement, within 60 days after the consummation of the Offering (the "Exchange Offer Registration Statement"), with respect to an offer to exchange the Old Notes for a new issue of debt securities of the Company (the "Exchange Notes") registered under the Securities Act with terms substantially identical to those of the Old Notes (the "Exchange Offer") and (ii) to use its best efforts to cause such registration statement to be declared effective by the Commission within 120 days after the consummation of the Offering. In addition, under certain circumstances, the Company may be required to file a shelf registration statement (the "Shelf Registration Statement") to cover resales of the Notes by the holders thereof. If the Company fails to satisfy these registration obligations, it will be required to pay liquidated damages ("Liquidated Damages") to the holders of Notes under certain circumstances. See "Description of Notes--Registration Rights; Liquidated Damages."

RISK FACTORS

Prospective participants in the Exchange Offer should take into account the specific considerations set forth under "Risk Factors" as well as the other information set forth in this Prospectus. See "Risk Factors."

SUMMARY FINANCIAL INFORMATION

The following summary financial information for each of the years in the three year period ended December 31, 1996 has been derived from the Company's consolidated financial statements, which have been audited by Coopers & Lybrand, L.L.P., independent auditors, whose report thereon is included elsewhere in this Prospectus. The summary financial information for the nine month periods ended September 30, 1996 and September 30, 1997 has been derived from the Company's unaudited condensed consolidated financial statements which, in the opinion of management, contain all adjustments (consisting only of normal and recurring adjustments) necessary for a fair presentation of the Company's financial position and results of operations at such dates and for such periods. The information presented below should be read in conjunction with, and is qualified in its entirety by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Company's consolidated financial statements and the notes thereto appearing elsewhere in this Prospectus.

	YEARS ENDED DECEMBER 31,(1)			NINE MONTHS ENDED SEPTEMBER 30,(1)	
	1994(2)	1995	1996(3)	1996(3)	1997
	(DOLLARS IN THOUSANDS)				
STATEMENT OF INCOME DATA:					
Revenue	$142,583	$218,859	$534,068	$355,842	$ 500,133
Operating income	10,992	23,165	53,493	33,279	57,841
Income from continuing operations(4)	8,233	1,500	36,054	20,966	36,219
OTHER DATA:					
EBITDA(5)	$ 18,162	$ 33,999	$ 71,190	$ 46,106	$ 74,019
Depreciation and amortization	5,545	8,178	13,686	10,261	15,038
Capital expenditures	6,028	17,202	8,386	7,359	17,171
EBITDA to pro forma interest expense(5)(6)	--	--	--	--	4.6x

	AT SEPTEMBER 30, 1997	
	ACTUAL	AS ADJUSTED(7)
	(DOLLARS IN THOUSANDS)	
BALANCE SHEET DATA:		
Cash and cash equivalents	$ 2,588	$114,387
Total assets	539,301	656,600
Total debt	154,618	271,917
Total stockholders' equity	174,177	174,177

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(1) Amounts have been restated to reflect the 1997 acquisitions of Wilde Construction, Inc. and two related companies, and AIDCO, Inc. and one related company, which were accounted for as poolings of interest. See Note 2 of Notes to Consolidated Financial Statements.

(2) Includes the results of Burnup & Sims Inc. from March 11, 1994.

(3) Includes the results of Sintel from May 1, 1996.

(4) Income from continuing operations excludes a pro forma adjustment for income taxes related to companies which were S corporations and therefore not subject to corporate federal income taxes.

(5) EBITDA represents income from continuing operations plus provision for income taxes (less the tax effect attributable to minority interests), non-recurring or unusual charges, interest expense (net of interest income) and depreciation and amortization, less equity in earnings of unconsolidated companies (except to the extent of cash dividends received). EBITDA is used by management and certain investors as an indicator of a company's historical ability to service debt. Management believes that an increase in EBITDA is an indicator of the Company's improved ability to service existing debt, to sustain potential future increases in debt and to satisfy capital requirements. However, EBITDA is not intended to represent cash flows for the period, nor has it been presented as an alternative to either (i) operating income (as determined by generally accepted accounting principles) as an indicator of operating performance or (ii) cash flows from operating, investing and financing activities (as determined by generally accepted accounting principles) and is thus susceptible to varying calculations. EBITDA as presented may not be comparable to other similarly titled measures of other companies.

(6) Interest expense represents total interest expense (excluding amortization of deferred financing costs and original issue discount) less interest income. Pro forma net interest expense gives effect to the Offering and the application of the net proceeds therefrom, assuming such transactions occurred on January 1, 1996.

(7) As adjusted to give effect to the Offering and the application of the net proceeds therefrom as if they had occurred on September 30, 1997.

RISK FACTORS

THIS PROSPECTUS AND OTHER REPORTS AND STATEMENTS FILED BY THE COMPANY FROM TIME TO TIME WITH THE COMMISSION (COLLECTIVELY, "COMMISSION FILINGS") CONTAIN OR MAY CONTAIN FORWARD-LOOKING STATEMENTS, SUCH AS STATEMENTS REGARDING THE COMPANY'S GROWTH STRATEGY AND ANTICIPATED TRENDS IN THE INDUSTRIES AND ECONOMIES IN WHICH THE COMPANY OPERATES. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE COMPANY'S CURRENT EXPECTATIONS AND ARE SUBJECT TO A NUMBER OF RISKS, UNCERTAINTIES AND ASSUMPTIONS RELATING TO THE COMPANY'S OPERATIONS AND RESULTS OF OPERATIONS, COMPETITIVE FACTORS, SHIFTS IN MARKET DEMAND, AND OTHER RISKS AND UNCERTAINTIES, INCLUDING IN ADDITION TO THOSE DESCRIBED BELOW AND ELSEWHERE IN THIS PROSPECTUS OR ANY COMMISSION FILING, UNCERTAINTIES WITH RESPECT TO CHANGES OR DEVELOPMENTS IN SOCIAL, BUSINESS, ECONOMIC, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES AND CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING THE COMPANY'S CONTRACTORS, CUSTOMERS, SUPPLIERS, COMPETITORS, STOCKHOLDERS, LEGISLATIVE, REGULATORY AND JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES. SHOULD ONE OR MORE OF THESE RISKS OR UNCERTAINTIES MATERIALIZE, OR SHOULD THE UNDERLYING ASSUMPTIONS PROVE INCORRECT, ACTUAL RESULTS MAY DIFFER SIGNIFICANTLY FROM RESULTS EXPRESSED OR IMPLIED IN ANY FORWARD-LOOKING STATEMENTS MADE BY THE COMPANY IN THIS PROSPECTUS OR ANY COMMISSION FILING. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE THESE FORWARD-LOOKING STATEMENTS TO REFLECT FUTURE EVENTS OR CIRCUMSTANCES. THE FOLLOWING RISK FACTORS SHOULD BE CONSIDERED CAREFULLY IN ADDITION TO THE OTHER INFORMATION IN THIS PROSPECTUS BEFORE PARTICIPATING IN THE EXCHANGE OFFER.

CONSEQUENCES OF FAILURE TO EXCHANGE

Upon consummation of the Exchange Offer, holders of Old Notes that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes and, accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon. In general, the Old Notes may not be offered or sold, unless registered under the Securities Act and applicable state securities laws, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. The Company does not intend to register the Old Notes under the Securities Act. Based on interpretations by the staff of the Commission with respect to similar transactions, the Company believes that the New Notes issued pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by any holder of such New Notes (other than any such holder which is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business, such holder has no arrangement or understanding with any person to participate in the distribution of such New Notes and neither the holder nor any other person is engaging in or intends to engage in a distribution of the New Notes. A broker-dealer who acquired Old Notes directly from the Company can not exchange such Old Notes in the Exchange Offer. Each broker-deal that receives New Notes for its own account in exchange for Old Notes must acknowledge that it will deliver a prospectus in connection with any resale of its New Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of the New Notes received in exchange for the Old Notes acquired by the broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that it will make this Prospectus available to any broker-dealer for use in connection with any such resale for a period of 180 days after the Exchange Date or, if earlier, until all participating broker-dealers have so resold. See "Plan of Distribution." The New Notes may not be offered or sold unless they have been registered or qualified for sale under applicable state securities laws or an exemption from registration or qualification is available and is complied with. The Company is required, under the Registration Rights Agreement, to register the New Notes in any jurisdiction requested by the holders, subject to certain limitations.

LEVERAGE

At September 30, 1997, after giving pro forma effect to the Offering and the application of the net proceeds as set forth herein under "Use of Proceeds," the Company would have had approximately $271.9 million in total indebtedness and approximately $121.5 million of available borrowings under the Credit Facility. In addition, subject to certain restrictions set forth in the Indenture, the Company may incur additional indebtedness, including Senior Debt, in the future for acquisitions, capital expenditures and other corporate purposes. The Company's level of indebtedness will have several important effects on its future operations, including, without limitation, (i) a portion of the Company's cash flow from operations must be dedicated to the payment of interest and principal on its indebtedness, (ii) the Company's leveraged position will increase its vulnerability to adverse changes in general economic and industry conditions, as well as to competitive pressure, and (iii) the Company's ability to obtain additional financing for working capital, capital expenditures, acquisitions, general corporate and other purposes may be limited. The Company's ability to meet its debt service obligations and to reduce its total indebtedness will be dependent upon the Company's future performance, which will be subject to general economic conditions, industry cycles and financial, business and other factors affecting the operations of the Company, many of which are beyond its control. There can be no assurance that the Company's business will continue to generate cash flow at or above current levels. If the Company is unable to generate sufficient cash flow from operations in the future to service its debt, it may be required, among other things, to seek additional financing in the debt or equity markets, to refinance or restructure all or a portion of its indebtedness, including the Notes, to sell selected assets or to reduce or delay planned capital expenditures or acquisitions. There can be no assurance that any such measures would be sufficient to enable the Company to service its debt or that any such financing, refinancing or sale of assets would be available on economically favorable terms.

RESTRICTIONS IMPOSED BY CREDIT FACILITY AND INDENTURE

The Credit Facility and the Indenture contain a number of covenants that restrict the ability of the Company to, among other things, dispose of assets, merge or consolidate with another entity, incur additional indebtedness, create liens, make capital expenditures, pay dividends or make other investments or acquisitions. The Credit Facility also contains requirements that the Company maintain certain financial ratios and restricts the ability of the Company to prepay the Company's other indebtedness, including the Notes. The ability of the Company to comply with such provisions may be affected by events that are beyond the Company's control. The breach of any of these covenants could result in a default under the Credit Facility and the Indenture and a subsequent acceleration of such indebtedness. In the event of acceleration of such indebtedness, payments to holders of the Notes could be limited by the subordination provisions of the Indenture. See "Description of Notes--Subordination." In addition, as a result of these covenants, the ability of the Company to respond to changing business and economic conditions and to secure additional financing, if needed, may be restricted significantly, and the Company may be prevented from engaging in transactions that might otherwise be considered beneficial to the Company. See "Description of Certain Indebtedness" and "Description of Notes--Certain Covenants."

SUBORDINATION

The payment of principal of and interest on, and any premium or other amounts owing in respect of, the Notes are subordinated to the prior payment in full of all existing and future Senior Debt of the Company, including all amounts owing under the Credit Facility. The Notes are also effectively subordinated to all Indebtedness and other liabilities and commitments (including trade payables and lease obligations) of the Company's subsidiaries. As of September 30, 1997, after giving pro forma effect to the Offering and the application of the net proceeds therefrom, the Notes would have been subordinated to approximately $72.2 million of Senior Debt of the Company and indebtedness and other obligations of the Company's subsidiaries. In addition, the Company would have had approximately $121.5 million of available borrowings under the Credit Facility. Consequently, in the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to the

Company, assets of the Company will be available to pay obligations under the Notes only after all of its Senior Debt has been paid in full, and there can be no assurance that there will be sufficient assets to pay amounts due on all or any of the Notes. In addition, under certain circumstances, the Company may be prohibited by the Indenture from paying amounts due in respect of the Notes, or from purchasing, redeeming or otherwise acquiring the Notes, if a default exists with respect to Senior Debt. See "Description of Notes--Subordination."

HOLDING COMPANY STRUCTURE

The Company is a holding company that conducts substantially all of its operations through its subsidiaries and the Company's only significant asset is the capital stock of its subsidiaries. The Notes will be obligations exclusively of the Company and will not be guaranteed by any of the Company's subsidiaries, except under certain limited circumstances. See "Description of Notes--Certain Covenants--Limitations on Guarantees of Company Indebtedness by Restricted Subsidiaries." As a result, the Company is dependent on dividends or other intercompany transfers of funds from its subsidiaries to meet the Company's debt service and other obligations, including its obligations under the Notes, which may be restricted by applicable law. In addition, to the extent that any such subsidiary incurs indebtedness and becomes insolvent or is liquidated, creditors of such subsidiary would be entitled to payment from the proceeds of such subsidiary's assets before the Company and its creditors would derive any value from such subsidiary's assets.

DEPENDENCE ON KEY CUSTOMERS AND THE TELECOMMUNICATIONS INDUSTRY

The Company derives a substantial portion of its revenue from customers in the telecommunications industry, particularly Telefonica and its affiliates and BellSouth. For the year ended December 31, 1996 and the nine months ended September 30, 1997, approximately 31% and 27%, respectively, of the Company's revenue was derived from services performed for Telefonica and its affiliates and approximately 13% of the Company's revenue was derived from services performed for BellSouth for both periods. The Company anticipates that it will continue to derive a significant portion of its revenue from services performed for Telefonica and its affiliates and BellSouth. The Company also anticipates that it will derive significant revenue in the future from the local telephone operating companies that form the Brazilian Telebras system. The loss of any of these customers or a significant reduction in the amount of business generated by these customers could have a material adverse effect on the Company's results of operations.

In addition, there are a number of factors that could adversely affect these and the Company's other customers and their ability or willingness to fund capital expenditures in the future, which in turn could have a material adverse effect on the Company's results of operations. These factors include the potential adverse nature of, or the uncertainty caused by, changes in governmental regulation, technological changes, increased competition, adverse financing conditions for the industry and economic conditions generally. Further, the volume of work awarded under contracts with the Company's public utility customers is subject to periodic appropriations during the term of the contract, and a failure by the customer to receive sufficient appropriations could result in a reduction in the volume of work under these contracts or a delay in payments, which in turn could negatively affect the Company.

CANCELLATION CLAUSES IN CONTRACTS; FAILURE TO WIN PUBLIC BIDS

Many of the Company's contracts with its customers, including most of its master contracts and contracts with its public utility customers, are subject to cancellation by the customer without notice or on relatively short notice, typically 90 to 180 days, even if the Company is not in default under the contract. There can be no assurance that the Company's customers will not terminate the Company's contracts pursuant to these termination clauses even if the Company is in compliance with the contract. Many of the Company's contracts, including master contracts, also are opened to public bid at the expiration of the contract term, and there can be no assurance that the Company will be the successful bidder on existing contracts that come up for bid. Cancellation of a significant number of contracts by

the Company's customers or the failure of the Company to win a significant number of existing contracts upon re-bid could have a material adverse effect on the Company.

RISK INHERENT IN GROWTH STRATEGY

The Company has grown rapidly through the acquisition of other companies and its growth strategy is dependent in part on additional acquisitions. The Company anticipates that it will make additional acquisitions and is actively seeking and evaluating new acquisition candidates. There can be no assurance that the Company will be able to continue to identify and acquire appropriate businesses or obtain financing for acquisitions on satisfactory terms or that acquired companies will perform as expected. The Company's growth strategy presents the risks inherent in assessing the value, strengths and weaknesses of growth opportunities, in evaluating the costs and uncertain returns of expanding the operations of the Company and in integrating existing operations with new acquisitions. Future competition for acquisition candidates could raise prices for these targets and lengthen the time period required to recoup the Company's investment. The Company's growth strategy also assumes there will be a significant increase in demand for telecommunications and other infrastructure services, which may not materialize. The Company's anticipated growth may place significant demands on the Company's management and its operational, financial and marketing resources. The Company's operating results could be adversely affected if it is unable to integrate and manage acquired companies successfully. Future acquisitions by the Company could also result in the incurrence of additional debt and contingent liabilities, and amortization expenses related to goodwill and other intangible assets, which could materially adversely affect the Company's financial condition and results of operations.

RISK OF FOREIGN OPERATIONS

During 1996 and the first nine months of 1997, approximately 37% of the Company's revenue was derived from international operations. Some of the countries in which the Company conducts business have, in the past, experienced political, economic or social instability, including expropriations, currency devaluations, hyper-inflation, confiscatory taxation or other adverse regulatory or legislative developments, or have limited the repatriation of investment income, capital and other assets. There can be no assurance that some of these circumstances will not occur in the future or that, if they occur, they will not have a material adverse effect on the Company's financial condition and results of operations.

The Company conducts business in several foreign currencies that are subject to fluctuations in the exchange rate relative to the U.S. dollar. The Company's results of operations from foreign activities are translated into U.S. dollars at the average prevailing rates of exchange during the period reported, which average rates may differ from the actual rates of exchange in effect at the time of actual conversion into U.S. dollars. The Company monitors its currency exchange risk but currently does not hedge against this risk. At September 30, 1997, the Company had recorded a $1.6 million cumulative negative currency translation adjustment on its balance sheet to account for currency fluctuations in the foreign countries in which it does business. There can be no assurance that currency exchange fluctuations will not adversely affect the Company's financial condition or results of operations. Additionally, although the Company currently has no plans to repatriate significant earnings from its international operations, there is no assurance that the Company could repatriate such earnings without incurring significant tax liabilities.

SINTEL LABOR RELATIONS

Substantially all of Sintel's work force in Spain is unionized. On September 3, 1997, Sintel filed a petition with the Spanish labor authorities to approve a restructuring of Sintel's work force. Following the filing of this labor petition, Sintel's labor unions commenced half-day work stoppages which continued through the first week of October 1997. Sintel has entered into an agreement with its unions to resolve the current labor dispute, subject to ratification and final documentation. There can be no assurance that workers will ratify the agreement or that final documentation can be completed.

Additionally, any future work stoppages or the failure to negotiate future labor agreements on competitive terms could have a material adverse effect on Sintel and on the Company's results of operations.

DEPENDENCE ON LABOR FORCE

The Company's business is labor intensive with high employee turnover in many operations. The low unemployment rate in the United States has made it more difficult to find qualified personnel at low cost in some areas where the Company operates. Shortages of labor or increased labor costs could have a material adverse effect on the Company's operations. There can be no assurance that the Company will be able to continue to hire and retain a sufficient labor force of qualified persons.

DEPENDENCE ON SENIOR MANAGEMENT

The Company's businesses are managed by a small number of key executive officers, including Jorge Mas, the Company's Chairman, President and Chief Executive Officer. The loss of services of certain of these executives could have a material adverse effect on the Company. The Company's growth strategy also is dependent on its ability to hire and retain additional qualified management personnel. There can be no assurance that the Company will be able to hire and retain such personnel.

COMPETITION

The industry in which the Company competes is highly competitive and fragmented. The Company competes with a number of contractors in the markets in which it operates, ranging from small independent firms servicing local markets to larger firms servicing regional markets, as well as with large national and international equipment vendors on turn-key projects who subcontract construction work to contractors other than the Company. These equipment vendors typically are better capitalized and have greater resources than the Company. There are relatively few barriers to entry into these markets and, as a result, any business that has access to persons who possess technical expertise and adequate financing may become a competitor of the Company. Because of the highly competitive bidding environment in the United States for the services provided by the Company, the price of a contractor's bid is often the deciding factor in determining whether such contractor is awarded a contract for a particular project. Internationally, the Company expects that there will be increasing price competition as a result of privatization and deregulation of previously monopolistic markets. There can be no assurance that the Company's competitors will not develop the expertise, experience and resources to provide services that achieve greater market acceptance or that are superior in both price and quality to the Company's services, or that the Company will be able to maintain and enhance its competitive position. In addition, many turn-key infrastructure projects require vendor-financing, and there can be no assurance that the Company will be able to provide such financing on satisfactory terms or at all.

The Company also faces competition from the in-house service organizations of RBOCs and other customers and potential customers, which employ personnel who perform some of the same types of services as those provided by the Company. The Company's growth strategy is dependent in part on increased outsourcing by these customers of their infrastructure construction work. There can be no assurance that existing or prospective customers of the Company will continue to outsource telecommunication or other infrastructure services or increase their outsourcing of these services in the future.

POSSIBLE INABILITY TO FUND A CHANGE OF CONTROL OFFER

Upon a Change of Control, the Company will be required to offer to repurchase all outstanding Notes at 101% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, to the date of repurchase. However, there can be no assurance that sufficient funds will be available at the time of any Change of Control to make any required repurchases of Notes tendered or that restrictions in the Credit Facility or other indebtedness of the Company will allow the Company to make such required repurchases. Notwithstanding these provisions, the Company could enter into

transactions, including certain recapitalizations, that would not constitute a Change of Control but would increase the amount of debt outstanding at such time. See "Description of Notes--Repurchase at the Option of Holders."

CONTROLLING STOCKHOLDERS

Jorge Mas, the Company's Chairman, President and Chief Executive Officer, together with other family members beneficially own more than 50% of the outstanding shares of Common Stock of the Company. Accordingly, they have the power to control the affairs of the Company.

ABSENCE OF A PUBLIC MARKET FOR THE NOTES

The New Notes will constitute a new issue of securities with no established trading market. The Company does not intend to apply for listing of the New Notes on any securities exchange. The Initial Purchasers have informed the Company that they currently intend to make a market in the New Notes. However, they are not obligated to do so, and any such market making may be discontinued at any time without notice. In addition, any such market-making activity will be subject to the limits imposed by the Securities Act and the Exchange Act and may be limited during the Exchange Offer or the pendency of the Shelf Registration Statement. Accordingly, no assurance can be given that an active public or other market will develop for the New Notes or as to the liquidity of or the trading market for the New Notes. If a trading market does not develop or is not maintained, holders of the New Notes may experience difficulty in reselling the New Notes or may be unable to sell them at all. If a market for the New Notes develops, any such market may be discontinued at any time.

If a public trading market develops for the New Notes, future trading prices of such securities will depend on many factors including, among other things, prevailing interest rates, the Company's results of operations and the market for similar securities. Depending on prevailing interest rates, the market for similar securities and other factors, including the financial condition of the Company, the New Notes may trade at a discount from their principal amount.

FRAUDULENT CONVEYANCE STATUTES

Under applicable provisions of federal bankruptcy law or comparable provisions of state fraudulent transfer law, if, among other things, the Company, at the time it incurred the indebtedness evidenced by the Notes (i) (a) was or is insolvent or rendered insolvent by reason of such occurrence or (b) was or is engaged in a business or transaction for which the assets remaining with the Company constituted unreasonably small capital or (c) intended or intends to incur, or believed or believes that it would incur, debts beyond its ability to pay such debts as they mature, and (ii) the Company received or receives less than reasonably equivalent value or fair consideration for the incurrence of such indebtedness, then the Notes could be voided, or claims in respect of the Notes could be subordinated to all other debts of the Company. In addition, the payment of interest and principal by the Company pursuant to the Notes could be voided and required to be returned to the person making such payment, or to a fund for the benefit of the creditors of the Company.

The measures of insolvency for purposes of the foregoing considerations will vary depending upon the law applied in any proceeding with respect to the foregoing. Generally, however, the Company would be considered insolvent if (i) the sum of its debts, including contingent liabilities, were greater than the saleable value of all of its assets at a fair valuation or if the present fair saleable value of its assets were less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature or (ii) it could not pay its debts as they become due. On the basis of historical financial information, recent operating history and other factors, the Company believes that, after giving effect to the indebtedness incurred in connection with the Offering, it will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not incur debts beyond its ability to pay such debts as they mature. There can be no assurance, however, as to what standard a court would apply in making such determinations or that a court would agree with the Company's conclusions in this regard.

THE EXCHANGE OFFER

PURPOSE AND EFFECT OF THE EXCHANGE OFFER

On February 4, 1998, the Company issued $200.0 million aggregate principal amount of Old Notes to Jefferies & Company, Inc., BancBoston Securities Inc., CIBC Oppenheimer Corp. and NationsBanc Montgomery Securities LLC (collectively, the "Initial Purchasers"). The issuance was not registered under the Securities Act in reliance upon the exemption under Rule 144A and Section 4(2) of the Securities Act. In connection with the issuance and sale of the Old Notes, the Company entered into a Registration Rights Agreement with the Initial Purchasers dated as of February 4, 1998 (the "Registration Rights Agreement"), which requires the Company to cause the Old Notes to be registered under the Securities Act or to file with the Commission a registration statement under the Securities Act with respect to an issue of new notes of the Company identical in all material respects to the Old Notes, and use its best efforts to cause such registration statement to become effective under the Securities Act and, upon the effectiveness of that registration statement, to offer to the holders of the Old Notes the opportunity to exchange their Old Notes for a like principal amount of New Notes, which will be issued without a restrictive legend and may be reoffered and resold by the holder without restrictions or limitations under the Securities Act. A copy of the Registration Rights Agreement has been filed as an exhibit to the Registration Statement of which this Prospectus is a part. The Exchange Offer is being made pursuant to the Registration Rights Agreement to satisfy the Company's obligations thereunder.

Based on no-action letters issued by the staff of the Commission to third parties, the Company believes that the New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any holder of such New Notes (other than any such holder which is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business, such holder has no arrangement or understanding with any person to participate in the distribution of such New Notes and neither the holder nor any other person is engaging in or intends to engage in a distribution of the New Notes. A broker-dealer who acquired Old Notes directly from the Company can not exchange such Old Notes in the Exchange Offer. Any holder who tenders in the Exchange Offer for the purpose of participating in a distribution of the New Notes cannot rely on such interpretations by the staff of the Commission and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. See "Plan of Distribution."

TERMS OF THE EXCHANGE OFFER

Upon the terms and subject to the conditions set forth in this Prospectus and in the accompanying Letter of Transmittal (which together constitute the Exchange Offer), the Company will accept any and all Old Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the Expiration Date (as defined herein). The Company will issue a principal amount of New Notes in exchange for an equal principal amount of outstanding Old Notes tendered and accepted in the Exchange Offer. Holders may tender some or all of their Old Notes pursuant to the Exchange Offer. The date of acceptance for exchange of the Old Notes for the New Notes (the "Exchange Date") will be the first business day following the Expiration Date or as soon as practicable thereafter.

The terms of the New Notes and the Old Notes are substantially identical in all material respects, except for certain transfer restrictions, registration rights and Liquidated Damages for Registration Defaults relating to the Old Notes which will not apply to the New Notes. See "Description of Notes." The New Notes will evidence the same debt as the Old Notes. The New Notes will be issued under and entitled to the benefits of the Indenture pursuant to which the Old Notes were issued.

As of the date of this Prospectus, $200.0 million aggregate principal amount of the Old Notes are outstanding. This Prospectus, together with the Letter of Transmittal, is being sent to all registered holders of Old Notes. Holders of Old Notes do not have any appraisal or dissenters' rights under state law or the Indenture in connection with the Exchange Offer. The Company intends to conduct the Exchange Offer in accordance with the provisions of the Registration Rights Agreement and the applicable requirements of the Exchange Act, and the rules and regulations of the Commission thereunder. Old Notes which are not tendered and were not prohibited from being tendered for exchange in the Exchange Offer will remain outstanding and continue to accrue interest and to be subject to transfer restrictions, but will not be entitled to any rights or benefits under the Registration Rights Agreement.

Upon satisfaction or waiver of all the conditions to the Exchange Offer, on the Exchange Date the Company will accept all Old Notes properly tendered and not withdrawn and will issue New Notes in exchange therefor. For purposes of the Exchange Offer, the Company shall be deemed to have accepted properly tendered Old Notes for exchange when, as and if the Company had given oral or written notice thereof to the Exchange Agent. The Exchange Agent will act as agent for the tendering holders for the purposes of receiving the New Notes from the Company.

In all cases, issuance of New Notes for Old Notes that are accepted for exchange pursuant to the Exchange Offer will be made only after timely receipt by the Exchange Agent of such Old Notes, a properly completed and duly executed Letter of Transmittal and all other required documents; provided, however, that the Company reserves the absolute right to waive any defects or irregularities in the tender or conditions of the Exchange Offer. If any tendered Old Notes are not accepted for any reason set forth in the terms and conditions of the Exchange Offer or if Old Notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or nonexchanged Old Notes or substitute Old Notes evidencing the unaccepted portion, as appropriate, will be returned without expense to the tendering holder thereof as promptly as practicable after the expiration or termination of the Exchange Offer.

Holders who tender Old Notes in the Exchange Offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the Letter of Transmittal, transfer taxes with respect to the exchange of Old Notes pursuant to the Exchange Offer. The Company will pay all charges and expenses, other than certain applicable taxes described below, in connection with the Exchange Offer. See "Fees and Expenses."

EXPIRATION DATE; EXTENSION; AMENDMENTS

The term "Expiration Date" shall mean 5:00 p.m., New York City time, on , 1998, unless the Company, in its sole discretion, extends the Exchange Offer, in which case the term "Expiration Date" shall mean the latest date and time to which the Exchange Offer is extended; provided that the Exchange Offer shall not be extended beyond 30 business days after the date of this Prospectus.

In order to extend the Expiration Date, the Company will notify the Exchange Agent of any extension by oral or written notice and will mail to the registered holders an announcement thereof, prior to 9:00 a.m., New York City time, on the next business day after the then Expiration Date.

The Company reserves the right, in its sole discretion, (i) to delay accepting any Old Notes, to extend the Exchange Offer or to terminate the Exchange Offer if any of the conditions set forth below under "Conditions" shall not have been satisfied, by giving oral or written notice of such delay, extension or termination to the Exchange Agent or (ii) to amend the terms of the Exchange Offer. Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice thereof. If the Exchange Offer is amended in a manner determined by the Company to constitute a material change, the Company will promptly disclose such amendment in a manner reasonably calculated to inform the holder of Old Notes of such amendment.

Without limiting the manner in which the Company may choose to make a public announcement of any delay, extension, amendment or termination of the Exchange Offer, the Company shall have no

obligation to publish, advertise, or otherwise communicate any such public announcement, other than by making a timely release to an appropriate news agency.

INTEREST ON THE NEW NOTES

New Notes will bear interest at the rate of 7-3/4% per annum, payable semi-annually, in cash, on February 1 and August 1 of each year, from the most recent date to which interest has been paid on the Old Notes or, if no such payment has been made, from February 4, 1998.

CONDITIONS

Notwithstanding any other term of the Exchange Offer, the Company will not be required to exchange any new Notes for any Old Notes, and may terminate or amend the Exchange Offer before the acceptance of any Old Notes for exchange, if:

(a) any action or proceeding is instituted or threatened in any court or by or before any governmental agency with respect to the Exchange Offer which seeks to restrain or prohibit the Exchange Offer or, in the Company's judgment, would materially impair the ability of the Company to proceed the Exchange Offer; or

(b) any law, statute, rule or regulation is proposed, adopted or enacted, or any existing law, statute, rule, order or regulation is interpreted, by any government or governmental authority which, in the Company's judgment, would materially impair the ability of the Company to proceed with the Exchange Offer; or

(c) the Exchange Offer or the consummation thereof would otherwise violate or be prohibited by applicable law.

If the Company determines in its sole discretion that any of these conditions is not satisfied, the Company may (i) refuse to accept any Old Notes and return all tendered Old Notes to the tendering holders, (ii) extend the Exchange Offer and retain all Old Notes tendered prior to the expiration of the Exchange Offer, subject, however, to the rights of holders who tendered such Old Notes to withdraw their tendered Old Notes, or (iii) waive such unsatisfied conditions with respect to the Exchange Offer and accept all properly tendered Old Notes which have not been withdrawn. If such waiver constitutes a material change to the Exchange Offer, the Company will promptly disclose such waiver by means of a prospectus supplement that will be distributed to the registered holders, and the Company will extend the Exchange Offer for a period of five to ten business days, depending upon the significance of the waiver and the manner of disclosure to the registered holders, if the Exchange Offer would otherwise expire during such five to ten business day period.

The foregoing conditions are for the sole benefit of the Company and may be asserted by the Company regardless of the circumstances giving rise to any such condition or may be waived by the Company in whole or in part at any time and from time to time in their sole discretion. The failure by the Company at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time. Any determination by the Company concerning the events described above shall be final and binding on all parties.

PROCEDURES FOR TENDERING

The tender of Old Notes by a holder as set forth below (including the tender of Old Notes by book-entry delivery pursuant to the procedures of the Depository Trust Company ("DTC")) and the acceptance thereof by the Company will constitute an agreement between such holder and the Company in accordance with the terms and subject to the conditions set forth in this Prospectus and in the Letter of Transmittal.

Only a holder of Old Notes may tender such Old Notes in the Exchange Offer. To tender in the Exchange Offer, a holder must (i) complete, sign and date the Letter of Transmittal, or a facsimile

thereof, have the signatures thereon guaranteed if required by the Letter of Transmittal, and mail or otherwise deliver such Letter of Transmittal or such facsimile, together with the Old Notes (unless such tender is being effected pursuant to the procedure for book-entry transfer described below) and any other required documents, to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date, or (ii) comply with the guaranteed delivery procedures described below. Delivery of all documents must be made to the Exchange Agent at its address set forth herein.

THE METHOD OF DELIVERY OF OLD NOTES AND THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT IS AT THE ELECTION AND RISK OF THE HOLDER. INSTEAD OF DELIVERY BY MAIL, IT IS RECOMMENDED THAT HOLDERS USE AN OVERNIGHT OR HAND DELIVERY SERVICE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE. NO LETTER OF TRANSMITTAL OR OLD NOTES SHOULD BE SENT TO THE COMPANY. HOLDERS MAY REQUEST THEIR RESPECTIVE BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES OR NOMINEES TO EFFECT THE ABOVE TRANSACTIONS FOR SUCH HOLDERS.

Any beneficial owner whose Old Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct such registered holder to tender on such beneficial owner's behalf. If such beneficial owner wishes to tender on such owners' own behalf, such owner must, prior to completing and executing the Letter of Transmittal and delivering of such owner's Old Notes, either make appropriate arrangements to register ownership of the Old Notes in such owner's name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by any Eligible Institution (as defined) unless the Old Notes tendered pursuant thereto are tendered (i) by a registered holder who has not completed the box entitled "Special Payment Instructions" or "Special Delivery Instructions" on the Letter of Transmittal or (ii) for the account of an Eligible Institution. In the event that signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantee must be by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act (an "Eligible Institution").

If the Letter of Transmittal is signed by a person other than the registered holder of any Old Notes listed therein, such Old Notes must be endorsed or accompanied by a properly completed bond power, signed by such registered holder as such registered holder's name appears on such Old Notes, with the signature thereon guaranteed by an Eligible Institution. If the Letter of Transmittal or any Old Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with the Letter of Transmittal.

Any financial institution that is a participant in the book-entry transfer facility for the Old Notes, DTC, may make book-entry delivery of Old Notes by causing DTC to transfer such Old Notes into the Exchange Agent's account with respect to the Old Notes in accordance with DTC's procedures for such transfer, including if applicable the procedures under the Automated Tender Offer Program ("ATOP"). Although delivery of Old Notes may be effected through book-entry transfer into the Exchange Agent's account at DTC, an appropriate Letter of Transmittal with any required signature guarantee and all other required documents must in each case be, or be deemed to be, transmitted to and received and confirmed by the Exchange Agent at its address set forth below on or prior to the Expiration Date, or, if the guaranteed delivery procedures described below are complied with, within the time period provided under such procedures.

All questions as to the validity, form, eligibility (including time of receipt), acceptance of tendered Old Notes and withdrawal of tendered Old Notes will be determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all Old Notes not properly tendered or any Old Notes the Company's acceptance of which would, in the opinion of counsel of the Company, be unlawful. The Company also reserves the right to waive any defects, irregularities or conditions of tender as to particular Old Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions in the Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Company shall determine. Although the Company intends to notify holders of defects or irregularities with respect to tenders of Old Notes, neither the Company, the Exchange Agent nor any other person shall incur any liability for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless otherwise provided in the Letter of Transmittal, as soon as practicable following the Expiration Date.

In addition, the Company reserves the right in its sole discretion to purchase or make offers for any Old Notes that remain outstanding subsequent to the Expiration Date or, as set forth below under "Conditions," to terminate the Exchange Offer and, to the extent permitted by applicable law, purchase Old Notes in the open market, in privately negotiated transactions or otherwise. The terms of any such purchases or offers could differ from the terms of the Exchange Offer.

By tendering, each holder will also represent to the Company (i) that the New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of business of the person receiving such New Notes, whether or not such person is the holder, (ii) that neither the holder nor any such person has an arrangement or understanding with any person to participate in the distribution of such New Notes and (iii) that neither the holder nor any such other person is an "affiliate," as defined in Rule 405 under the Securities Act, of the Company, or that if it is an "affiliate," it will comply with the registration and prospective delivery requirements of the Securities Act to the extent applicable.

GUARANTEED DELIVERY PROCEDURES

Holders who wish to tender their Old Notes and (i) whose Old Notes are not immediately available, (ii) who cannot deliver their Old Notes, the Letter of Transmittal or any other required documents to the Exchange Agent prior to the Expiration Date, or (iii) who cannot complete the procedures for book-entry transfer of Old Notes to the Exchange Agent's account with DTC prior to the Expiration Date, may effect a tender if:

(a) The tender is made through an Eligible Institution;

(b) On or prior to the Expiration Date, the Exchange Agent receives from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) setting forth the name and address of the holder, the certificate number(s) of such Old Notes (if possible) and the principal amount of Old Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five business trading days after the Expiration Date, (i) the Letter of Transmittal (or facsimile thereof) together with the certificate(s) representing the Old Notes and any other documents required by the Letter of Transmittal will be deposited by the Eligible Institution with the Exchange Agent, or (ii) that book-entry transfer of such Old Notes into the Exchange Agent's account at DTC will be effected and confirmation of such book-entry transfer will be delivered to the Exchange Agent; and

(c) Such properly completed and executed Letter of Transmittal (or facsimile thereof), as well as the certificate(s) representing all tendered Old Notes in proper form for transfer and all other documents required by the Letter of Transmittal, or confirmation of book-entry transfer of the Old Notes into the Exchange Agent's account at DTC, are received by the Exchange Agent within five

business trading days after the Expiration Date. Upon request to the Exchange Agent, a Notice of Guaranteed Delivery will be sent to holders who wish to tender their Old Notes according to the guaranteed delivery procedures set forth above.

TERMS AND CONDITIONS OF THE LETTER OF TRANSMITTAL

The Letter of Transmittal contains, among other things, the following terms and conditions, which are part of the Exchange Offer:

The holder tendering Old Notes exchanges, assigns and transfers the Old Notes to the Company and irrevocably constitutes and appoints the Exchange Agent as the holder's agent and attorney-in-fact to cause the Old Notes to be assigned, transferred and exchanged. The holder represents and warrants to the Company and the Exchange Agent that (i) its has full power and authority to tender, exchange, assign and transfer the Old Notes and to acquire the New Notes in exchange for the Old Notes, (ii) when the Old Notes are accepted for exchange, the Company will acquire good and unencumbered title to the Old Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim, (iii) it will, upon request, execute and deliver any additional documents deemed by the Company to be necessary or desirable to complete the exchange, assignment and transfer of tendered Old Notes and (iv) acceptance of any tendered Old Notes by the Company and the issuance of New Notes in exchange therefor will constitute performance in full by the Company of its obligations under the Registration Rights Agreement and the Company will have no further obligations or liabilities thereunder to such holders (except with respect to accrued and unpaid Liquidated Damages, if any). All authority conferred by the holder will survive the death or incapacity of the holder and every obligation of the holder will be binding upon the heirs, legal representatives, successors, assigns, executors and administrators of the holder.

Each holder will also certify that it (i) is not an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act or that, if it is an "affiliate," it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (ii) is acquiring the New Notes in the ordinary course of its business and (iii) has no arrangement with any person or intent to participate in, and is not participating in, the distribution of the New Notes.

WITHDRAWAL OF TENDERS

Except as otherwise provided herein, tenders of Old Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date.

To withdraw a tender of Old Notes in the Exchange Offer, a telegram telex, facsimile transmission or letter indicating notice of withdrawal must be received by the Exchange Agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date. Any such notice of withdrawal must (i) specify the name of the person having tendered the Old Notes to be withdrawn (the "Depositor"), (ii) identify the Old Notes to be withdrawn (including the certificate number or numbers and principal amount of such Old Notes), (iii) be signed by the holder in the same manner as the original signature on the Letter of Transmittal by which such Old Notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the Trustee with respect to the Old Notes register the transfer of such Old Notes into the name of the person withdrawing the tender and (iv) specify the name in which any such Old Notes are to be registered, if different from that of the Depositor. If Old Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Old Notes or otherwise comply with DTC's procedures. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Company, whose determination shall be final and binding on all parties. Any Old Notes so withdrawn will be deemed not to have been validly tendered for purposes of the Exchange Offer and no New Notes will be issued with respect thereto unless the Old Notes so withdrawn are validly retendered. Any Old Notes which have been tendered but which are not accepted for payment will be returned to the holder thereof without cost to such holder as soon as practicable

after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Old Notes may be retendered by following one of the procedures described above under "Procedures for Tendering" at any time prior to the Expiration Date.

UNTENDERED OLD NOTES

Holders of Old Notes whose Old Notes are not tendered or are tendered but not accepted in the Exchange Offer will continue to hold such Old Notes and will be entitled to all the rights and preferences and subject to the limitations applicable thereto under the Indenture. Following consummation of the Exchange Offer, the holders of Old Notes will continue to be subject to the existing restrictions upon transfer thereof and the Company will have no further obligations to such holders, other than the Initial Purchasers, to provide for the registration under the Securities Act of the Old Notes held by them. To the extent that Old Notes are tendered and accepted in the Exchange Offer, the trading market for untendered and tendered but unaccepted Old Notes could be adversely affected.

EXCHANGE AGENT

First Trust National Association, the Trustee under the Indenture, has been appointed as Exchange Agent of the Exchange Offer. Questions and requests for assistance, requests for additional copies of this Prospectus or of the Letter of Transmittal and requests for Notices of Guaranteed Delivery should be directed to the Exchange Agent addressed as follows:

By Registered or Certified Mail, by hand or by Overnight Courier:	By Facsimile:
	First Trust National Association
First Trust National Association	Attention: Corporate Trust Administration
180 East Fifth Street	(612) 244-1145
St. Paul, Minnesota 55101	Confirm by Telephone:
Attention: Corporate Trust Administration	(612) 244-0444

DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

FEES AND EXPENSES

The expenses of soliciting tenders will be borne by the Company. The principal solicitation is being made by mail; however, additional solicitation may be made by telegraph, telephone or in person by officers, regular employees or agents of the Company and its affiliates.

The Company has not retained any dealer-manager in connection with the Exchange Offer and will not make any payments to brokers, dealers or others soliciting acceptances of the Exchange Offer. The Company, however, will pay the Exchange Agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith and will pay the reasonable fees and expenses of holders in delivering their Old Notes to the Exchange Agent.

The cash expenses of the Company to be incurred in connection with the Company's performance and completion of the Exchange Offer will be paid by the Company. Such expenses include fees and expenses of the Exchange Agent and Trustee, accounting and legal fees and printing costs, among others.

The Company will pay all transfer taxes, if any, applicable to the exchange of Old Notes pursuant to the Exchange Offer. If, however, certificates representing New Notes or Old Notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Old Notes tendered, or if tendered Old Notes are registered in the name of any person other than the person signing the Letter of Transmittal, or if a

transfer tax is imposed for any reason other than the exchange of Old Notes pursuant to the Exchange Offer, then the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

CONSEQUENCES OF FAILURE TO EXCHANGE

Upon consummation of the Exchange Offer, holders of Old Notes that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes and, accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon. In general, the Old Notes may not be offered or sold, unless registered under the Securities Act and applicable state securities laws, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. The Company does not intend to register the Old Notes under the Securities Act. Based on interpretations by the staff of the Commission with respect to similar transactions, the Company believes that the New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any holder of such New Notes (other than any such holder which is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business, such holder has no arrangement or understanding with any person to participate in the distribution of such New Notes and neither the holder nor any other person is engaging in or intends to engage in a distribution of the New Notes. If any holder has any arrangement or understanding with respect to the distribution of the New Notes to be acquired pursuant to the Exchange Offer, the holder (i) could not rely on the applicable interpretations of the staff of the Commission and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes must acknowledge that it will deliver a prospectus in connection with any resale of its New Notes. See "Plan of Distribution." The New Notes may not be offered or sold unless they have been registered or qualified for sale under applicable state securities laws or an exemption from registration or qualification is available and is complied with. The Company is required, under the Registration Rights Agreement, to register the New Notes in any jurisdiction requested by the holders, subject to certain limitations.

OTHER

Participation in the Exchange Offer is voluntary and holders should carefully consider whether to accept. Holders of the Old Notes are urged to consult their financial and tax advisors in making their own decisions on what action to take.

Upon consummation of the Exchange Offer, holders of the Old Notes that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes and, accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon. However, in the event the Company fails to consummate the Exchange Offer or a holder of Old Notes notifies the Company in accordance with the Registration Rights Agreement that it will be unable to participate in the Exchange Offer due to circumstances delineated in the Registration Rights Agreement, then the holder of the Old Notes will have certain rights to have such Old Notes registered under the Securities Act pursuant to the Registration Rights Agreement and subject to conditions contained therein.

The Company has not entered into any arrangement or understanding with any person to distribute the New Notes to be received in the Exchange Offer, and to the best of the Company's information and belief, each person participating in the Exchange Offer is acquiring the New Notes in it ordinary course of business and has no arrangement or understanding with any person to participate in the distribution

of the New Notes to be received in the Exchange Offer. In this regard, the Company will make each person participating in the Exchange Offer aware (through this Prospectus or otherwise) that if the Exchange Offer is being registered for the purpose of secondary resale, any holder using the Exchange Offer to participate in a distribution of New Notes to be acquired in the registered Exchange Offer (i) may not rely on the staff position enunciated in Morgan Stanley and Co. Incorporated (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988) or similar letters and (ii) must comply with registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

ACCOUNTING TREATMENT

The New Notes will be recorded at the same carrying value as the Old Notes as reflected in the Company's accounting records on the Exchange Date. Accordingly, no gain or loss for accounting purposes will be recognized by the Company. The expenses of the Exchange Offer will be expensed over the term of the New Notes.

USE OF PROCEEDS

The net proceeds from the sale of the Old Notes in the Offering were approximately $194.2 million (after deducting discounts to the Initial Purchasers and estimated Offering expenses). The Company will not receive any proceeds from the Exchange Offer. Approximately $82.4 million of the net proceeds from the sale of the Old Notes in the Offering was used to repay outstanding indebtedness under the Credit Facility and the remainder will be used by the Company for general corporate purposes, including acquisitions, working capital needs and capital expenditures. See "Description of Certain Indebtedness."

CAPITALIZATION

The following table sets forth the capitalization of the Company at September 30, 1997 on an actual basis and as adjusted to give effect to the Offering and the application of the net proceeds therefrom. The following table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and Notes thereto included elsewhere in this Prospectus.

	AT SEPTEMBER 30, 1997	
	ACTUAL	AS ADJUSTED
	(DOLLARS IN THOUSANDS)	
Cash and cash equivalents	$ 2,588	$ 114,387
Total debt:		
Current maturities of debt	$ 33,662	$ 33,662
Credit Facility(1)	82,425	--
7-3/4% Series B Senior Subordinated Notes due 2008	--	199,724(2)
Other long-term debt	38,531	38,531
Total debt	154,618	271,917
Total stockholders' equity	174,177	174,177
Total capitalization	$328,795	$ 446,094

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(1) The Credit Facility provides for borrowings in a principal amount at any time outstanding of up to $125.0 million. As of September 30, 1997, borrowings under the Credit Facility bore interest at LIBOR (London Interbank Offered Rate) plus 1.25% (6.93% at September 30, 1997). Borrowings under this facility have been used for working capital purposes, for capital expenditures and to fund acquisitions. See "Description of Certain Indebtedness" and Note 5 of Notes to Consolidated Financial Statements.

(2) Reflects the issuance of $200.0 million of Notes, net of $276,000 of original issue discount.

SELECTED FINANCIAL INFORMATION

The following selected financial information for each of the years in the three year period ended December 31, 1996 has been derived from the Company's consolidated financial statements, which have been audited by Coopers & Lybrand, L.L.P., independent auditors, whose report thereon is included elsewhere in this Prospectus. The selected financial information for the nine month periods ended September 30, 1996 and September 30, 1997 has been derived from the Company's unaudited condensed consolidated financial statements which, in the opinion of management, contain all adjustments (consisting only of normal and recurring adjustments) necessary for a fair presentation of the Company's financial position and results of operations at such dates and for such periods. The information presented below should be read in conjunction with, and is qualified in its entirety by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Company's consolidated financial statements and the notes thereto appearing elsewhere in this Prospectus.

	YEARS ENDED DECEMBER 31,(1)				
	1992	1993	1994(2)	1995	1996(3)
	(DOLLARS IN THOUSANDS)				
STATEMENT OF INCOME DATA:					
Revenue	$54,502	$ 74,728	$ 142,583	$218,859	$534,068
Cost of revenue	36,779	51,763	105,451	158,598	394,497
Depreciation and amortization	1,116	1,520	5,545	8,178	13,686
General and administrative expenses	7,456	15,681	20,595	28,918	72,392
Operating income	9,151	5,764	10,992	23,165	53,493
Interest expense	98	302	3,846	5,306	11,940
Interest and dividend income	271	359	1,550	3,501	3,480
Special charges--real estate and investment write-downs(4)	--	--	--	23,086	--
Other income, net	672	355	1,348	2,250	2,553
Equity in earnings (losses) of unconsolidated companies and minority interest	(416)	1,177	247	(139)	3,133
Provision (benefit) for income taxes(5)	680	135	2,058	(1,115)	14,665
Income from continuing operations(5)	8,900	7,218	8,233	1,500	36,054
Discontinued operations	--	--	825	2,531	(111)
Net income	$ 8,900	$ 7,218	$ 9,058	$ 4,031	$ 35,943
OTHER DATA:					
EBITDA(6)	$10,524	$ 8,816	$ 18,162	$ 33,999	$ 71,190
Capital expenditures	2,847	3,120	6,028	17,202	8,386
Ratio of earnings to fixed charges(7)	98.8x	25.3x	3.1x	1.1x	4.7x

	NINE MONTHS ENDED SEPTEMBER 30,(1)	
	1996(3)	1997
	(DOLLARS IN THOUSANDS)	
STATEMENT OF INCOME DATA:		
Revenue	$ 355,842	$ 500,133
Cost of revenue	264,699	364,153
Depreciation and amortization	10,261	15,038
General and administrative expenses	47,603	63,101
Operating income	33,279	57,841
Interest expense	8,577	8,413
Interest and dividend income	3,192	1,350
Special charges--real estate and investment write-downs(4)	--	--
Other income, net	1,640	1,685
Equity in earnings (losses) of unconsolidated companies and minority interest	1,377	464
Provision (benefit) for income taxes(5)	9,945	16,708
Income from continuing operations(5)	20,966	36,219
Discontinued operations	176	118
Net income	$ 21,142	$ 36,337
OTHER DATA:		
EBITDA(6)	$ 46,106	$ 74,109
Capital expenditures	7,359	17,171
Ratio of earnings to fixed charges(7)	4.0x	6.1x

	AT DECEMBER 31,					AT SEPTEMBER 30,
	1992	1993	1994	1995	1996	1997
	(DOLLARS IN THOUSANDS)					
BALANCE SHEET DATA:						
Working capital	$15,384	$12,192	$ 26,233	$ 53,028	$165,211	$133,189
Property and equipment, net	6,625	8,038	44,157	50,572	67,177	79,966
Total assets	31,071	32,988	155,969	191,272	511,154	539,301
Total debt	1,565	5,545	46,977	77,668	164,934	154,618
Total stockholders' equity	20,974	16,396	52,271	60,614	116,983	174,177

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(1) Amounts have been restated to reflect the 1997 acquisitions of Wilde Construction, Inc. and two related companies, and AIDCO, Inc. and one related company, which were accounted for as poolings of interest. See Note 2 of Notes to Consolidated Financial Statements.

(2) Includes the results of Burnup & Sims Inc. from March 11, 1994.

(3) Includes the results of Sintel from May 1, 1996.

(4) As a result of the disposal of non-core real estate assets and other investments, the Company recorded $23.1 million in special charges in the year ended December 31, 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

(5) Income from continuing operations excludes a pro forma adjustment for income taxes related to companies which were S corporations and therefore not subject to corporate federal income taxes.

(6) EBITDA represents income from continuing operations plus provision for income taxes (less the tax effect attributable to minority interests), non-recurring or unusual charges, interest expense (net of interest income) and depreciation and amortization, less equity in earnings of unconsolidated companies (except to the extent of cash dividends received). EBITDA is used by management and certain investors as an indicator of a company's historical ability to service debt. Management believes that an increase in EBITDA is an indicator of the Company's improved ability to service existing debt, to sustain potential future increases in debt and to satisfy capital requirements. However, EBITDA is not intended to represent cash flows for the period, nor has it been presented as an alternative to either (i) operating income (as determined by generally accepted accounting principles) as an indicator of operating performance or (ii) cash flows from operating, investing and financing activities (as determined by generally accepted accounting principles) and is thus susceptible to varying calculations. EBITDA as presented may not be comparable to other similarly titled measures of other companies.

(7) For purposes of determining the ratio of earnings to fixed charges, earnings are defined as income from continuing operations before income taxes, plus fixed charges. Fixed charges consist of interest expense, amortization of debt expense and the estimated interest component of rental expense.

MANAGEMENT'S DISCUSSION AND ANALYSIS
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

MasTec is one of the world's largest contractors specializing in the build-out of telecommunications and related infrastructure. The Company's principal business consists of the design, installation and maintenance of the outside physical plant for telephone and cable television communications systems and of integrated voice, data and video local and wide area networks inside buildings, and the installation of central office telecommunications equipment. The Company also provides infrastructure construction services to the electric power industry and other public utilities.

MasTec was formed in March 1994 through the combination of Church & Tower Inc. and Church & Tower of Florida, Inc. (collectively, "Church & Tower") and Burnup & Sims Inc. ("Burnup & Sims"), two established names in the U.S. telecommunications construction services industry. In April 1996, the Company purchased Sintel, a company engaged in telecommunications infrastructure construction services in Spain, Argentina, Chile and Peru, from Telefonica. The Sintel acquisition gave the Company a significant international presence and more than doubled the size of the Company in terms of revenue and number of employees. In Argentina, Chile and Peru, the Company operates through unconsolidated joint ventures in which it holds a 50% interest. See Notes 2 and 9 of Notes to Consolidated Financial Statements for pro forma financial information and geographic information, respectively.

In July and August 1997, the Company acquired Wilde Construction, Inc. and two related companies and AIDCO, Inc. and one related company (collectively, the "Pooled Companies") through an exchange of common stock. The acquisitions were accounted for as poolings of interest. Accordingly, the Company's consolidated financial statements include the results of the Pooled Companies for all periods presented. See Note 2 of Notes to Consolidated Financial Statements.

In July 1997, the Company acquired a 51% interest in MasTec Inepar, a Brazilian telecommunications infrastructure construction company. At the time of the acquisition, MasTec Inepar had a backlog of construction contracts of approximately $280.0 million. The results of MasTec Inepar are consolidated in the results of the Company, net of a 49% minority interest, beginning August 1997.

During the nine months ended September 30, 1997, the Company completed eight other acquisitions which have been accounted for under the purchase method of accounting and the results of operations of which have been included in the Company's consolidated financial statements from the respective acquisition dates. The Company's pro forma results of operations for 1996 and for the nine months ended September 30, 1997, giving effect to these acquisitions, would not differ materially from actual results. In addition, subsequent to September 30, 1997, the Company completed the acquisition of Weeks Construction Company.

On September 3, 1997, Sintel filed a petition with the Spanish labor authorities to approve a restructuring of its workforce. In response to the Company's petition, the unionized employees declared work stoppages during the latter part of September 1997 and continued with half day strikes through the first week in October 1997. Although only two half days of work stoppages occurred in the quarter ended September 30, 1997, overall production for the month of September was further impacted by labor slow downs following the filing of the petition at the beginning of the month.

In January 1998, Sintel entered into an agreement with its unions to resolve the labor dispute, subject to ratification and final documentation. The agreement contemplates reductions in administrative positions, reductions in certain non-wage compensation and increases in production benchmarks. The agreement also contemplates an increase in base wage rates for remaining union workers. While management anticipates a reduction in ongoing operating costs to result from the new agreement, the Company recognizes that it services an increasingly competitive telephony industry in

the Spanish market and a substantial portion of any savings may be offset by more competitive prices to Telefonica and other communication service customers. There can be no assurance that workers will ratify the agreement or that final documentation can be completed. As of September 30, 1997, the Company had not reserved for possible restructuring costs associated with a settlement of the Sintel labor situation in its consolidated financial statements.

RESULTS OF OPERATIONS

Revenue is generated primarily from telecommunications and related infrastructure services. Infrastructure services are provided to telephone companies, public utilities, cable television operators, other telecommunications providers, governmental agencies and private businesses. Costs of revenue includes subcontractor costs and expenses, materials not supplied by the customer, fuel, equipment rental, insurance, operations payroll and employee benefits. General and administrative expenses include management salaries and benefits, rent, travel, telephone and utilities, professional fees and clerical and administrative overhead.

The following table sets forth certain historical consolidated financial data as a percentage of revenue for the years ended December 31, 1994, 1995 and 1996 and for the nine months ended September 30, 1996 and 1997.

	YEARS ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1994	1995	1996	1996	1997
Revenue	100.0%	100.0%	100.0%	100.0%	100.0%
Costs of revenue	74.0	72.5	73.9	74.4	72.8
Depreciation and amortization	3.9	3.7	2.6	2.9	3.0
General and administrative expenses	14.4	13.2	13.6	13.4	12.6
Operating income	7.7	10.6	9.9	9.3	11.6
Interest expense	2.7	2.4	2.2	2.4	1.7
Interest and dividend income, other income, net, equity in earnings of unconsolidated companies and minority interest	2.2	2.6	1.7	1.8	0.7
Special charges--real estate and investment write-downs	--	10.6	--	--	--
Income from continuing operations before provision for income taxes	7.2	0.2	9.4	8.7	10.6
Provision for income taxes(1)	2.5	0.1	3.2	3.1	3.9
Income from continuing operations	4.7%	0.1%	6.2%	5.6%	6.7%

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(1) Provision for income taxes has been adjusted to reflect a tax provision for companies which were S corporations and therefore not subject to corporate federal income taxes.

NINE MONTHS ENDED SEPTEMBER 30, 1997 COMPARED WITH NINE MONTHS ENDED SEPTEMBER 30, 1996

Revenue from domestic operations increased $61.2 million, or 24.6%, to $309.8 million for the nine months ended September 30, 1997 as compared to $248.6 million in the same period in 1996. Domestic growth was generated primarily by acquisitions. Revenue generated by international operations increased $83.0 million, or 77.4%, to $190.3 million in the nine months ended September 30, 1997 as compared to $107.3 million in the comparable period of 1996 due primarily to the inclusion of Sintel's results for the entire period in 1997 compared to five months in the 1996 period and the results of MasTec Inepar for two months ended September 30, 1997.

Gross profit, excluding depreciation and amortization, increased $44.8 million, or 49.3%, to $135.9 million, or 27.2% of revenue, for the nine months ended September 30, 1997 as compared to $91.1

million, or 25.6% of revenue, for the same period in 1996. The increase in gross profit as a percentage of revenue was due primarily to the performance of certain higher margin domestic jobs during 1997 and domestic cost reductions. Domestic gross margins (gross profit as a percentage of revenue) increased to 29.0% for the nine months ended September 30, 1997 from 24.2% in the same period in 1996. International gross margins decreased to 24.2% for the nine months ended September 30, 1997 as compared to 28.8% in the same period in 1996 due to overall lower margins from the Company's newly formed Brazilian operations and lower productivity in the third quarter from the Company's Spanish operations.

Depreciation and amortization increased $4.7 million, or 45.6%, to $15.0 million for the nine months ended September 30, 1997 from $10.3 million for the nine months ended September 30, 1996. The increase in depreciation and amortization was a result of increased capital expenditures in the latter part of 1996, as well as depreciation and amortization associated with acquisitions. As a percentage of revenue, depreciation and amortization was 3.0% and 2.9% of revenue for 1997 and 1996, respectively.

General and administrative expenses increased $15.5 million, or 32.6%, to $63.1 million, or 12.6% of revenue, for the nine months ended September 30, 1997 from $47.6 million, or 13.4% of revenue, for the nine months ended September 30, 1996. Domestic general and administrative expenses were $34.2 million, or 11.0% of domestic revenue, for the nine months ended September 30, 1997, compared to $29.0 million, or 11.7% of domestic revenue, for the nine months ended September 30, 1996. The decline as a percentage of domestic revenue is due primarily to the higher revenue volume. The increase in dollar amount of domestic general and administrative expenses is due primarily to acquisitions. International general and administrative expenses increased $10.3 million, or 55.4%, to $28.9 million, or 15.2% of international revenue, for the nine months ended September 30, 1997 from $18.6 million, or 17.3% of international revenue, for the nine months ended September 30, 1996. The increase in international general and administrative expenses was due to the inclusion of Sintel's results for the entire 1997 period, compared to only five months during the 1996 period. The decline in international general and administrative expenses as a percentage of international revenue is due to a lower general and administrative expense for the Brazilian operations.

Operating income increased $24.5 million, or 73.6%, to $57.8 million, or 11.6% of revenue, for the nine months ended September 30, 1997 from $33.3 million, or 9.3% of revenue, for the nine months ended September 30, 1996.

Interest expense decreased to $8.4 million for the nine months ended September 30, 1997 from $8.6 million for the nine months ended September 30, 1996, primarily due to the lower interest rates on Spanish and domestic borrowings and the conversion of the Company' s 12% Subordinated Convertible Debentures into Common Stock on June 30, 1996. Offsetting the decline was the inclusion of interest expense associated with Sintel's working capital needs for the entire 1997 period compared to five months for the 1996 period.

Provision for income taxes on a pro forma basis was $19.3 million, or 36.8% of income from continuing operations before equity in earnings of unconsolidated companies, taxes and minority interests for the nine months ended September 30, 1997, compared to $11.1 million, or 37.6% of income from continuing operations before equity in earnings of unconsolidated companies, taxes and minority interests for the nine months ended September 30, 1996. The reduction in the effective tax rate was primarily due to the increased proportion of income from international operations during the nine month period in 1997.

Income from continuing operations on a pro forma basis increased $13.8 million, or 69.7%, from $19.8 million in 1996 to $33.6 million in 1997. Income from continuing operations on a pro forma basis as a percentage of revenue increased to 6.7% in 1997 from 5.6% in 1996.

YEAR ENDED DECEMBER 31, 1996 COMPARED TO YEAR ENDED DECEMBER 31, 1995

Revenue increased $315.2 million, or 144.0%, to $534.1 million for the year ended December 31, 1996 from $218.9 million for the year ended December 31, 1995. Domestic revenue increased $127.0

million, or 58.0%, to $345.9 million for 1996 from $218.9 million for 1995, primarily due to growth in revenue generated from existing contracts and to an acquisition completed in 1996. International revenue, comprised of revenue from Sintel, which the Company acquired in April 1996, contributed $188.2 million of revenue for the year ended December 31, 1996.

Gross profit, excluding depreciation and amortization, increased $79.3 million, or 131.5%, to $139.6 million, or 26.1% of revenue, for the year ended December 31, 1996 from $60.3 million, or 27.5% of revenue, for the year ended December 31, 1995. Domestic gross margins (gross profit as a percentage of revenue) decreased to 25.1% for the year ended December 31, 1996 from 27.5% for the year ended December 31, 1995. The decline in domestic gross margins was primarily due to additional start-up and expansion costs relating to the rapid growth in revenue. International gross margins were 28.0% for the year ended December 31, 1996.

Depreciation and amortization increased $5.5 million, or 67.1%, to $13.7 million for the year ended December 31, 1996 from $8.2 million for the year ended December 31, 1995. Domestic depreciation and amortization as a percentage of domestic revenue decreased to 3.4% for 1996 from 3.7% for 1995 due to economies of scale obtained over a larger domestic revenue base. International depreciation and amortization was 1.1% of international revenue for the year ended December 31, 1996, as the Company's international operations are less capital intensive than the Company's domestic operations.

General and administrative expenses increased $43.5 million, or 150.5%, to $72.4 million, or 13.6% of revenue, for the year ended December 31, 1996 from $28.9 million, or 13.2% of revenue for the year ended December 31, 1995. Domestic general and administrative expenses increased $12.5 million, or 43.3%, to $41.4 million, or 12.0% of domestic revenue, for 1996 from $28.9 million, or 13.2% of domestic revenue in 1995. The decrease in domestic general and administrative expenses as a percentage of domestic revenue is primarily the result of spreading overhead expenses over a broader revenue base. Included in domestic general and administrative expenses for 1996 and 1995 are salaries and bonuses for employees of the Pooled Companies of approximately $6.1 million and $3.8 million, respectively. International general and administrative expenses were $31.0 million, or 16.5% of international revenue, for the year ended December 31, 1996.

Operating income increased $30.3 million, or 130.6%, to $53.5 million, or 9.9% of revenue, for the year ended December 31, 1996 from $23.2 million, or 10.6% of revenue, for the year ended December 31, 1995 because of the decline in domestic gross margins in 1996 and bonuses earned by employees of the Pooled Companies.

Interest expense increased $6.6 million, or 124.5%, to $11.9 million for the year ended December 31, 1996 from $5.3 million for the year ended December 31, 1995 primarily due to borrowings used for equipment purchases and to fund investments in unconsolidated companies, offset in part by the conversion of the Company's 12% Subordinated Convertible Debentures into Common Stock on June 30, 1996.

As a result of the disposal of non-core real estate assets and other investments, the Company recorded $23.1 million in special charges during the year ended December 31, 1995.

Income from continuing operations after a pro forma tax provision increased to $33.2 million, or 6.2% of revenue, for the year ended December 31, 1996 from $0.2 million for the year ended December 31, 1995 which included a special charge of $23.1 million.

In the third quarter of 1995, the Company adopted a plan to dispose of certain non-core businesses acquired as a result of the acquisition of Burnup & Sims in March 1994. See Note 13 of Notes to Consolidated Financial Statements. These businesses included the operations of a printing company, a theater chain and an uninterrupted power supply assembler. During 1995, the Company sold the assets of the theater chain and the assembler. The two transactions netted a gain of $7.4 million after tax. The remaining theater operations have been closed and are currently being marketed for sale for the

underlying real estate value. Based on the estimated net realizable value of these businesses, a loss on disposition of approximately $6.4 million, net of tax, relating to the remaining discontinued operations was recorded in 1995. The Company sold the printing company in January 1997 for its carrying value. Net assets of discontinued operations and other non-core assets amount to $21.4 million and $14.7 million at December 31, 1996 and September 30, 1997, respectively, and are reflected in other current assets in the consolidated balance sheet.

YEAR ENDED DECEMBER 31, 1995 COMPARED TO YEAR ENDED DECEMBER 31, 1994

Revenue increased $76.3 million, or 53.5%, to $218.9 million for the year ended December 31, 1995 from $142.6 million for the year ended December 31, 1994, primarily due to expansion into new contract areas and the full year's effect in 1995 of acquisitions completed in 1994.

Gross profit, excluding depreciation and amortization, increased $23.2 million, or 62.5%, to $60.3 million, or 27.5% of revenue, for the year ended December 31, 1995 from $37.1 million, or 26.0% of revenue, for the year ended December 31, 1994 primarily due to improved operating efficiencies, improved productivity due to the use of more modern equipment and the renegotiation of an unprofitable master contract assumed in one of the Company's acquisitions.

Depreciation and amortization increased $2.7 million, or 49.1%, to $8.2 million for the year ended December 31, 1995 from $5.5 million for the year ended December 31, 1994 due to a fleet replacement program and an increase in capital expenditures resulting from expansion into new contract areas. As a percentage of revenue, depreciation and amortization expense was 3.7% for 1995 and 3.9% for 1994.

General and administrative expenses increased $8.3 million, or 40.3%, to $28.9 million, or 13.2% of revenue, for the year ended December 31, 1995 from $20.6 million, or 14.4% of revenue, for the year ended December 31, 1994. General and administrative expenses decreased as a percentage of revenue as a result of spreading overhead expenses over a broader revenue base.

Operating income increased $12.2 million, or 110.9%, to $23.2 million, or 10.6% of revenue, for the year ended December 31, 1995 from $11.0 million, or 7.7% of revenue, for the year ended December 31, 1994.

Interest expense increased $1.5 million, or 39.5%, to $5.3 million for the year ended December 31, 1995 from $3.8 million for the year ended December 31, 1994 primarily due to borrowings used for equipment purchases, to fund a loan to the holding company of an Ecuadorian cellular phone company and to make investments in unconsolidated companies.

As a result of the disposal of non-core real estate assets and other investments, the Company recorded $23.1 million in special charges during the year ended December 31, 1995.

Income from continuing operations after a pro forma tax provision was $0.2 million for the year ended December 31, 1995, compared to income from continuing operations of $6.8 million, or 4.7% of revenue, for the year ended December 31, 1994.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

The Company's primary liquidity needs are for working capital, to finance acquisitions and capital expenditures and to service the Company's indebtedness. The Company's primary sources of liquidity have been cash flow from operations, borrowings under revolving lines of credit and the proceeds from the sale of investments and non-core assets.

Net cash provided by operating activities for the nine months ended September 30, 1997 was $28.5 million, compared to $45.7 million for the nine months ended September 30, 1996. This decrease was due to an increase in net income to $36.3 million for the nine months ended September 30, 1997 as

compared to net income of $21.1 million in the comparative 1996 period which was offset by fluctuations in working capital, particularly the reduction of accounts payable balances and an increase in accounts receivable from Brazilian operations. Net cash provided by operating activities for the years ended December 31, 1996, 1995 and 1994 was $41.9 million, $7.9 million and $4.3 million, respectively.

Net cash provided by the sale of investments and non-core assets amounted to $9.8 million in the nine months ended September 30, 1997. Net cash provided by the sale of investments and non-core assets amounted to $9.4 million, $24.3 million and $0.7 million in the years ended December 31, 1996, 1995 and 1994, respectively. The Company invested cash, net of cash acquired, in acquisitions and investments in unconsolidated companies totaling $26.9 million during the nine months ended September 30, 1997, $6.8 million in 1996 and $9.0 million in 1995, and in 1994 had a net inflow from acquisitions of $4.7 million. During the nine months ended September 30, 1997, the Company made capital expenditures of $17.2 million, primarily for machinery and equipment used in the production of revenue. Capital expenditures were $8.4 million, $17.2 million and $6.0 million in the years ended December 31, 1996, 1995 and 1994, respectively. The Company believes that capital expenditures in 1998, excluding capital expenditures resulting from acquisitions, will not exceed $30.0 million.

As of September 30, 1997, working capital totaled $133.2 million, compared to working capital of $136.2 million at December 31, 1996, excluding a note receivable that was converted into an equity investment in June 1997. See Note 2 of Notes to Consolidated Financial Statements. Included in working capital are net assets of discontinued operations and real estate held for sale totaling $14.7 million.

In December 1997, the Company sold its indirect investment in Consorcio Ecuatoriano de Telecomunicaciones, S.A. ("Conecel"), an Ecuadorian cellular phone company, for $20.0 million in cash and the right to receive shares of Conecel non-voting common stock upon a public offering by Conecel. The Company will have certain registration rights with respect to the Conecel common stock that it will receive.

The Company continues to pursue a strategy of growth through acquisitions and internal expansion. During the quarter ended September 30, 1997, the Company closed its acquisition of 51% of MasTec Inepar for stock and $29.4 million in cash payable over eleven months. In addition, in connection with its acquisition of Sintel, the Company is required to make payments of 1.8 billion pesetas (approximately $12.1 million at the exchange rate in effect at the time of the acquisition) on each of December 31, 1997 and 1998. The Company has paid a portion of the December 31, 1997 payment, with the remaining amounts to be paid pending resolution of offsetting amounts between the Company and Telefonica. See Note 2 of Notes to Consolidated Financial Statements. The Company believes that cash generated from operations, borrowings under its Credit Facility and proceeds from the sale of investments and non-core assets will be sufficient to finance these payments, as well as the Company's working capital needs, capital expenditures and debt service obligations for the foreseeable future. Future acquisitions are expected to be financed from these sources, as well as other external financing sources to the extent necessary, including the issuance of equity securities and additional borrowings.

In June 1997, the Company refinanced its domestic credit facility with the $125.0 million Credit Facility. Borrowings under this facility may be used for domestic acquisitions, working capital, capital expenditures and general corporate purposes. At September 30, 1997, borrowings under this facility totaled $82.4 million and standby letters of credit issued pursuant to this facility totaled approximately $3.5 million, and approximately $39.0 million remained unused and available. The Company used a portion of the proceeds from the Offering to repay all outstanding borrowings under the Credit Facility. After giving effect to the Offering and the application of the net proceeds therefrom, the Company had approximately $121.5 million of borrowings available under the Credit Facility. The Credit Facility contains certain covenants which, among other things, restrict the payment of dividends, limit the Company's ability to incur additional debt, create liens, dispose of assets, merge or consolidate with another entity or make other investments or acquisitions, and provide that the Company must maintain

minimum amounts of stockholders' equity and financial ratio coverages. See "Description of Certain Indebtedness" and Note 5 of Notes to Consolidated Financial Statements.

The Company conducts business in several foreign currencies that are subject to fluctuations in the exchange rate relative to the U.S. dollar. The Company does not enter into foreign exchange contracts. It is the Company's intent to utilize foreign earnings in the foreign operations for an indefinite period of time and only repatriate those earnings when it is considered cost effective. In addition, the Company's results of operations from foreign activities are translated into U.S. dollars at the average prevailing rates of exchange during the period reported, which average rates may differ from the actual rates of exchange in effect at the time of the actual conversion into U.S. dollars. The Company currently has no plans to repatriate significant earnings from its international operations.

The Company's current and future operations and investments in certain foreign countries are generally subject to the risks of political, economic or social instability, including the possibility of expropriation, confiscatory taxation, hyper-inflation or other adverse regulatory or legislative developments, or limitations on the repatriation of investment income, capital and other assets. The Company cannot predict whether any of such factors will occur in the future or the extent to which such factors would have a material adverse effect on the Company's international operations.

SEASONALITY

The Company's domestic operations have historically been seasonally weaker in the first and fourth quarters of the year and have produced stronger results in the second and third quarters. Sintel has experienced seasonal weakness in the first quarter, but has produced relatively strong results in the fourth quarter. This seasonality is primarily the result of customer budgetary constraints and preferences and, to a lesser extent, the effect of winter weather on outside plant activities. Certain U.S. customers, particularly the RBOCs, tend to complete budgeted capital expenditures before the end of the year and defer additional expenditures until the following budget year. Telefonica, the Company's principal international customer, has historically rushed to complete budgeted expenditures in the last quarter. Revenue anticipated from the Company's newly formed Brazilian operations, MasTec Inepar, are not expected to fluctuate seasonally.

IMPACT OF INFLATION

The primary inflationary factor affecting the Company's operations is increased labor costs. Although the Company has not experienced significant increases in labor costs to date, the low unemployment rate in the United States has made it more difficult to find qualified personnel at low cost in some areas where the Company operates. Continued shortages of labor could increase labor costs for the Company in the future.

BUSINESS

GENERAL

MasTec is one of the world's largest contractors specializing in the design, installation and maintenance of infrastructure for the rapidly growing telecommunications industry. The Company focuses on the installation of aerial and underground copper, coaxial and fiber optic cable networks as well as wireless antenna networks ("outside plant services"). The Company believes it is the largest independent contractor for these systems in the United States and Spain, and one of the largest in Argentina, Brazil, Chile and Peru. The Company also installs central office switching equipment, and designs, installs and maintains integrated voice, data and video local and wide area networks inside buildings ("inside wiring"). Clients for the Company's services include major domestic and international telecommunications service providers such as the RBOCs, other local exchange carriers, competitive access providers, cable television operators, long-distance operators and wireless phone companies. MasTec believes it is well positioned to benefit from the significant growth taking place in the global telecommunications market.

MasTec has experienced significant and consistent growth as a result of its ability to identify and integrate strategic acquisitions, its competitive position as one of the largest providers of infrastructure services and favorable trends in the telecommunications industry. The Company's revenue has increased from $142.6 million in 1994 to $534.1 million in 1996 and from $355.8 million for the first nine months of 1996 to $500.1 million for the same period in 1997. EBITDA has also increased from $18.2 million in 1994 to $71.2 million in 1996 and from $46.1 million in the first nine months of 1996 to $74.0 million in the same period in 1997. The Company expects to continue to grow through additional strategic acquisitions as well as through internal expansion. Since January 1996, the Company has completed 13 domestic and two foreign acquisitions and actively continues to pursue complimentary acquisitions in the highly fragmented telecommunications infrastructure industry. Internal growth is expected to be driven by the expansion of the global telecommunications industry resulting from (i) continued global deregulation, which is allowing numerous new service providers to enter the marketplace and is increasing the competitive pressure on existing participants to upgrade and expand their networks; (ii) increasing consumer demand for advanced communications services which require the upgrading of existing infrastructure to handle increased bandwidth needs; and (iii) increasing reliance on outsourcing of infrastructure needs to full service contractors by service providers in an effort to reduce costs and focus on their core competencies.

COMPETITIVE STRENGTHS

The Company seeks to differentiate itself from its competitors through the following characteristics:

STRONG CUSTOMER RELATIONSHIPS. Founded in 1929, the Company has developed strong relationships with numerous telecommunications service providers by providing high quality services in a cost and time efficient manner. The Company has been providing services to Telefonica and BellSouth, its two largest customers, since 1950 and 1969, respectively, and maintains similar long-term relationships with many of its other customers. MasTec currently has 23 multi-year service contracts with Telefonica, the RBOCs and other telecommunications service providers for certain of their outside plant requirements up to a specific dollar amount per job and within certain geographic areas.

DIVERSE CUSTOMER BASE. MasTec provides a full range of infrastructure services to a diverse customer base. Domestically, the Company provides outside plant services to local exchange customers such as BellSouth, US West Communications, Inc., SBC Communications, Inc., United Telephone Company of Florida, Inc. (a subsidiary of Sprint) and GTE Corporation. The Company also provides outside plant services to competitive local exchange carriers such as MFS Communications Company, Inc., Sprint Metropolitan Networks, Inc. and MCI Metro, Inc. (the local telephone subsidiaries of Sprint and MCI, respectively), cable television operators such as Time Warner Inc., Cox Communications, Inc.

and Marcus Cable Company, long distance carriers such as MCI and Sprint, and wireless communications providers such as PrimeCo Personal Communications LP and Sprint Spectrum, L.P. Internationally, the Company provides outside plant services, turn-key switching systems installation and inside wiring services primarily to Telefonica, the principal telephone company in Spain, and Telefonica's affiliates in Argentina, Chile and Peru. In July 1997, the Company also began servicing the local telephone subsidiaries of Telebras, the Brazilian government-owned telecommunications system, in Sao Paulo, Rio de Janeiro, Parana and other states in the more populous and developed Southern region of Brazil, as well as CRT, the local telephone company in Rio Grande do Sul which is partly owned by Telefonica.

The Company renders inside wiring services nationwide to large corporate customers with multiple locations such as First Union National Bank, IBM and Dean Witter Reynolds Inc., and to universities and health care providers.

TURN-KEY CAPABILITIES. The Company believes it is one of the few contractors capable of providing all of the design, installation and maintenance services necessary for a cable or wireless network starting from a transmission point, such as a central office or headend, and running continuously through aerial and underground cables to the ultimate end users' voice and data ports, cable outlets or cellular stations. The Company can also install the switching devices at a central office or set up local and wide area voice, data and video networks to expand a business's telecommunications infrastructure both inside a specific structure or between multiple structures.

The Company believes that its customers increasingly are seeking comprehensive solutions to their infrastructure needs by turning to fewer qualified contractors who have the size, financial capability and technical expertise to provide a full range of infrastructure services. The Company believes that this trend will accelerate as industry consolidations increase and as these consolidated entities begin to provide bundled services to end users. The Company believes it has positioned itself through acquisitions and internal growth as a full service provider of outside plant and inside wiring infrastructure services to take advantage of this trend.

BROAD GEOGRAPHIC PRESENCE. The Company has significantly broadened its geographic presence in recent years through strategic acquisitions. Domestically, MasTec has expanded beyond its historical base in the Southeastern United States and currently has operations in over 30 states in the Southeast, Southwest, West and upper Midwest regions of the country. The Company also substantially increased its international operations through the acquisition, in April 1996, of Sintel, the largest telecommunications infrastructure contractor in Spain, and through the acquisition, in July 1997, of a majority interest in MasTec Inepar, a leading telecommunications construction company in Brazil. Due to its broad geographic presence, the Company believes that it is well suited to service customers with operations across the United States as well as companies who are active in multiple areas of the world such as multinational corporations and telecommunications service providers that are expanding into international markets. In addition, by developing business in many geographic regions, the Company believes it is less susceptible to changes in the market dynamics in any one region.

GROWTH STRATEGY

The Company is pursuing a disciplined strategy of growth and diversification in its core business through strategic acquisitions and internal expansion as follows:

STRATEGIC ACQUISITIONS. The Company plans to continue to pursue strategic acquisitions in the fragmented telecommunications and utility infrastructure industry that either expand its geographic coverage and customer base or broaden the range of services it can offer to clients. The Company focuses its acquisition efforts primarily on companies with successful track records and strong management. The Company has acquired 15 companies since January 1996 and has significant experience in identifying, purchasing and integrating telecommunications infrastructure businesses both domestically and internationally. Management believes that MasTec is able to improve the acquired

companies' operating performance by providing strategic guidance, administrative support, greater access to capital and savings in purchasing and insurance costs.

INTERNAL EXPANSION. The Company believes it is poised to capitalize on the anticipated growth in its industry due to its status as one of the world's largest telecommunications infrastructure contractors and its strong customer relationships. The International Telecommunications Union estimates that between 1996 and 2000 telecommunications infrastructure investment will exceed $50 billion in the United States and $600 billion worldwide. In addition, the Company believes that the RBOCs and other utilities in the United States, which still conduct a significant portion of their construction work in-house, will out-source more infrastructure construction in the future in response to competitive pressures to cut costs, streamline their operations and focus on their core competencies. The Company believes that its reputation for quality and reliability, operating efficiency, financial strength, technical expertise, presence in key geographic areas and ability to offer a full range of construction services make it well positioned to compete for this business, particularly the larger, more technically complex infrastructure projects.

The Company also anticipates that its Brazilian operations will become a more significant part of its operations. MasTec Inepar, in its first two months of operations ended September 30, 1997, generated revenue and EBITDA (net of minority interests) of $35.0 million and $2.7 million, respectively, and at September 30, 1997 had a backlog of approximately $245.0 million. The Brazilian government has estimated that approximately $75 billion will need to be invested over a seven year period in order to modernize and expand Brazil's telecommunications infrastructure. To accomplish this objective, the government has stated its intention of deregulating and privatizing Brazil's telecommunications system. The Company believes that, through MasTec Inepar, it is well positioned to participate in this anticipated expansion.

In addition to focusing on its core telecommunications customers, the Company plans to achieve incremental growth by continuing to develop complementary lines of businesses. These businesses include the provision of premise wiring services to corporations and infrastructure construction services to the electric power industry and other public utilities.

SERVICES, MARKETS AND CUSTOMERS

TELECOMMUNICATIONS CONSTRUCTION--UNITED STATES OPERATIONS

OUTSIDE PLANT CONSTRUCTION. The Company's principal domestic business consists of outside plant services for telecommunications providers, including incumbent and competitive local exchange carriers, cable television operators, long-distance carriers and wireless communications providers. Outside plant services consist of all of the services necessary to design, install and maintain the physical facilities used to provide telecommunications services from the provider's central office, switching center or cable headend to the ultimate consumer's home or business. These services include the placing and splicing of cable, the excavation of trenches in which to place the cable, the placing of related structures such as poles, anchors, conduits, manholes, cabinets and closures, the placing of drop lines from the main transmission lines to the customer's home or business, and the maintenance and removal of these facilities. The Company has developed expertise in directional boring, a highly specialized and increasingly common method of placing buried cable networks in congested urban markets without digging a trench.

The Company provides a full range of outside plant services to its telecommunications company customers, although certain of the Company's customers, principally the RBOCs, handle certain of these services in-house. The Company's customers generally supply materials such as cable, conduit and telephone equipment, and the Company provides the expertise, personnel, tools and equipment necessary to perform the required installation and maintenance services.

The Company currently provides outside plant services primarily to customers in Alabama, Alaska, Arizona, California, Colorado, Florida, Georgia, Iowa, Kansas, Michigan, Minnesota, Montana,

Nebraska, North Carolina, North Dakota, South Dakota, South Carolina, Tennessee, Texas, Virginia and Wyoming. Principal customers for telecommunications outside plant services include BellSouth, US West Communications, Inc., SBC Communications, Inc., the long distance and local exchange subsidiaries of both MCI and Sprint, GTE Corp., MFS Communications Company, Inc., Time Warner Inc., Cox Communications, Inc. and Marcus Cable Company.

Services rendered to the Company's incumbent local exchange customers are performed primarily under master contracts, which typically are exclusive service contracts to provide all of the carrier's outside plant requirements up to a specified dollar amount per job and within certain geographic areas. These contracts generate revenue ranging between $3.0 million and $30.0 million over their respective terms, generally two to three years. Such contracts are typically subject to termination at any time upon 90 to 180 days prior notice to the Company. Each master contract contemplates hundreds of individual construction and maintenance projects generally valued at less than $100,000 each. These contracts typically are awarded on a competitive bid basis, although customers are sometimes willing to negotiate contract extensions beyond their original terms without opening them up to bid. The Company currently has 20 master contracts with telecommunications customers covering defined regions within the United States.

In addition to services rendered pursuant to master contracts, the Company provides outside plant services on individual projects awarded on a competitive bid basis or through individual negotiation. While such projects generally are substantially larger than the individual projects covered by master contracts, they typically require the provision of services identical to those rendered under master contracts.

The Company also provides turn-key site acquisition, design, installation and maintenance services to the wireless communications industry, including site acquisition and preparation, design and construction of communications towers, placement of antennas and associated wiring, and construction of equipment huts.

INSIDE PREMISES CONSTRUCTION. The Company provides design, installation and maintenance of integrated voice, data and video networks inside buildings for large companies with multiple locations such as First Union National Bank, IBM and Dean Witter Reynolds Inc., for college campuses such as the University of California at Riverside and the University of Miami and for health care providers such as Carolina Medical Center and Kaiser Permanente. The Company provides these services primarily on the east and west coasts of the United States although the Company is capable of providing these services nationwide.

Inside wiring services consist of designing, installing and maintaining local area networks and wide area networks linking the customers' voice communications networks at multiple locations with their data and video services. This type of work is similar to outside plant construction; both involve the placing and splicing of copper, coaxial and fiber optic cables. Inside wiring is less capital intensive than outside plant construction but requires a more technically proficient work force.

The Company contracts with primary contractors to provide services to First Union National Bank and IBM under subcontracts that are similar to master contracts in the outside plant business because they grant the Company the exclusive right to provide inside wiring to these customers within certain geographic regions. The Company also provides inside wiring services on individual projects that are awarded on a competitive bid basis or through individual negotiation. The Company intends to take advantage of the fragmentation of the inside wiring industry by marketing a full range of inside wiring services to large corporations with multiple locations across the country. Increasingly, these types of customers are seeking a single vendor to provide all of their inside wiring; First Union National Bank, for example, used more than 30 different vendors to provide the services that the Company now provides. The Company also provides inside premises electrical wiring to private customers, principally real estate developers.

The Company is one of two distributors in the United States, Canada and Mexico of a fiber optic cable installation technology known as FutureFlex. This technology allows the installation of individual

strands of optical fiber by means of compressed gas blown through flexible tubing without the necessity of cutting or splicing the cable except at the terminal points. As a result, the network can be expanded, changed or moved more easily and cost-effectively.

TELECOMMUNICATIONS CONSTRUCTION--INTERNATIONAL OPERATIONS

OVERVIEW. The Company is engaged in the telecommunications construction business internationally primarily in Argentina, Brazil, Chile, Peru and Spain through Sintel and its affiliates and MasTec Inepar. Sintel is a Spanish company that has provided telecommunications construction services to Telefonica and Telefonica's affiliates since 1950. Telefonica is the principal provider of local and long distance telephony in Spain. Through its affiliate, Telefonica Internacional, S.A., Telefonica owns interests in certain local telephone companies in Argentina, Brazil, Chile and Peru. Through Sintel, the Company is the leading provider of telecommunications infrastructure services to Telefonica and its affiliates in Spain, and one of the leading providers of these services to Telefonica's affiliates in Argentina, Chile and Peru.

The Company renders telecommunications construction services in Brazil through MasTec Inepar, a Brazilian company owned 51% by the Company and 49% by Inepar SA Industrias e Construcoes ("Inepar"), a leading telecommunications and power company in Brazil. MasTec Inepar was formed in July 1997 to take advantage of construction opportunities created by the privatization, de-monopolization and deregulation of the Brazilian telecommunications market.

SPANISH OPERATIONS. In Spain, Sintel's principal business is providing outside plant, inside wiring services and equipment installation to Telefonica and its affiliates. These services are substantially similar to those provided by the Company in the United States. Sintel also installs Telefonica telephone equipment in residences and businesses. Sintel subcontracts certain outside plant services to reduce personnel expenses and to minimize investment in equipment. Sintel's Spanish operations are concentrated in Spain's largest commercial centers, Madrid, Barcelona, Seville and Valencia, and surrounding areas, although Sintel maintains a presence throughout Spain.

Sintel provides the largest percentage of Telefonica's outside plant services requirements. Sintel provides the bulk of these services under three separate multi-year comprehensive services contracts, which are similar to master contracts in the United States, for distinct types of outside plant services: (i) placement and splicing of communications lines; (ii) trenching and placing of conduits; and (iii) placing of drop lines to residences and businesses. These agreements set the unit prices at which Sintel will render services to Telefonica and establish the percentage of Telefonica's requirements in these categories that will be satisfied by Sintel in particular geographic areas of Spain. Telefonica enters into similar agreements with Sintel's principal competitors in Spain. The Company believes that Telefonica considers various factors in awarding these contracts and setting their terms, including price, quality, technical proficiency and the contractor's relationship with Telefonica. Telefonica also awards individual projects through a competitive bidding process or through individual negotiation.

In recent years, Telefonica has reduced the number of contractors with which it will enter into comprehensive services agreements. Because of Sintel's historical relationship with Telefonica, the Company believes that Sintel will continue to be a leading provider of these services to Telefonica in Spain.

In addition to outside plant services, Sintel provides inside wiring services to Telefonica that are substantially similar to those provided by the Company in the United States. Sintel also installs transmission equipment, central office switching equipment, power generating equipment and cellular equipment for telecommunications systems for Telefonica. This equipment includes multiplexers, carrier systems and microwave systems, and central office equipment such as frames, protectors, connector blocks, batteries and power systems, and cellular antennas and cell sites. The contracts for this work are awarded on a competitive bid basis or through individual negotiation.

Telefonica is the principal provider of local and long distance telephony in Spain. As a result of European Union initiatives, Spain must liberalize its telecommunications industry by December 1, 1998

to permit competitors to Telefonica. In July 1997, a second license to provide public switched telephony was awarded to Retevision, S.A. ("Retevision"), which is owned partly by the Spanish government, Societa Finanziaria Telefonica per Azioni SpA ("STET"), an Italian telephone company, and Empresa Nacional de Electricidad, S.A., a Spanish electric utility company. Retevision is expected to begin providing local telephony in Spain in 1998, during which a third local and long distance telephony license is expected to be awarded. By December 1, 1998, it is expected that the industry will be completely open to competition. The Company believes that the increased competition in the Spanish telephony market will increase demand for outside plant services in Spain as new service providers build competing networks.

Sintel also installs and maintains cable television networks for Telefonica and its affiliates and for Retevision. The Spanish cable television market has been underdeveloped due to the lack of a legal structure for the provision of cable telecommunications services in Spain. In 1997, a legal structure for the provision of these services was completed and five new licenses to provide cable television services have been awarded and applications for an additional 18 licenses are pending. In addition, in 1998, cable operators will be entitled to provide local telephony within their service areas as well as long distance telephony. The Company anticipates that the demand for construction services to the cable television industry will increase significantly as new networks are constructed and existing networks are upgraded.

Sintel's workers have engaged in partial work stoppages in protest of a petition filed by Sintel for a further work force restructuring. See "Risk Factors--Sintel Labor Relations."

LATIN AMERICAN OPERATIONS. Sintel operates in Argentina, Chile and Peru through unconsolidated subsidiaries in which Sintel holds a 50% interest. The other 50% interests in these subsidiaries are held by established local infrastructure construction companies and operational control is shared by the Company and its local partner. In Argentina and Chile, the Company's partners are subsidiaries of Sociedad Macri, one of the largest commercial groups in Argentina. In Peru, the Company's partner is a subsidiary of Grana y Montero, S.A., a leading construction company in Peru. The principal shareholder of Grana y Montero, S.A., is a shareholder and a director of Telefonica del Peru. Sintel's Latin American affiliates primarily provide outside plant services, cable television installation and similar services to Telefonica's local telephone company affiliate in each of the countries in which the Sintel affiliate is located: Telefonica de Argentina in Argentina; Compania de Telefonos de Chile in Chile; and Telefonica del Peru in Peru. As part of the agreement with Sociedad Macri for the acquisition of its interest in Sintel's Argentine affiliate, Sociedad Macri has contributed to the affiliate certain of its telecommunications construction contracts with Telecom de Argentina, S.A., the principal provider of local telephony in northern Argentina.

BRAZILIAN OPERATIONS. MasTec Inepar, a Brazilian company, was formed in June 1997 by the Company and Inepar. As part of the formation, Inepar transferred the personnel, qualifications and other assets of its telecommunications construction division to MasTec Inepar together with contracts for specific projects with prices totalling approximately $280 million. These contracts cover the provision of outside plant services for the local exchange subsidiaries of Telebras, the Brazilian government-owned telecommunications company, particularly in Sao Paulo, Rio de Janeiro, Parana and other states in the more populous and developed southern region of Brazil. MasTec Inepar also provides services to CRT, the local telephone company in Rio Grande do Sul which is partly owned by Telefonica. In addition, MasTec Inepar is seeking to provide construction services to certain of the consortia that recently were awarded B-band cellular concessions in Brazil. BellSouth, one of the Company's largest domestic customers, is one of the leading members of a consortium that won the concession to provide B-band cellular services to two of the ten regions of Brazil recently opened for public bid, including the region comprising Sao Paulo, the world's third-largest city.

INFRASTRUCTURE CONSTRUCTION FOR PUBLIC UTILITIES

The Company provides infrastructure construction services to electric power companies and other public utilities, including the City of Austin Electric Department, City Public Service of San Antonio,

Duke Energy Corporation, Florida Power and Light Company, Florida Power Corporation, Jacksonville Electric Authority, Memphis Light, Gas and Water Division, Texas Utilities Company, Carolina Power & Light Co., and Georgia Power Co., and a number of regional electrical cooperatives. These services, which are substantially similar to the outside plant services provided to telecommunications companies, include directional boring for conduit and pipes, trenching, placing of electric cables, and restoring asphalt and concrete surfaces. Services to many of these customers are provided under exclusive master contracts with two to three year initial terms expiring at various dates.

SALES AND MARKETING

Executives of the Company's outside plant subsidiaries market outside plant services to existing and potential telecommunications and other utility customers in order to be placed on lists of vendors invited to submit bids for master contracts and individual construction projects. Inside premises services are marketed both by the executives of the subsidiaries that provide these services and through commissioned salespeople employed by the Company.

TELECOMMUNICATIONS INVESTMENTS AND OTHER ASSETS

The Company has invested in certain telecommunications businesses located in or servicing Latin America. These include minority interests in Supercanal Holding, S.A. ("Supercanal") and related entities, which operate a cable television system in Argentina, and in Conecel, an Ecuadorian cellular company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

The Company owns several assets in the United States that are unrelated to its core construction business and that it intends to sell. Among these assets are approximately 1,000 acres of unimproved land in Florida, four non-operating drive-in theaters located in central and southwest Florida, and a pre-cast concrete manufacturing facility in Charlotte, North Carolina. All of these properties were assets of entities acquired by the Company. The Company is actively attempting to dispose of all of these assets to concentrate its resources on its core telecommunications and related construction businesses.

SUPPLIERS

The Company's customers supply the majority of the raw materials and supplies necessary to carry out the Company's contracted work. The Company is not dependent on any one supplier for any raw materials or supplies that the Company obtains for its own account other than the FutureFlex airblown fiber product that the Company distributes for Sumitomo Electric Lightwave Co.

COMPETITION

The industry in which the Company competes is highly competitive and fragmented. The Company competes with a number of contractors in the markets in which it operates, ranging from small independent firms servicing local markets to larger firms servicing regional markets as well as with large national and international equipment vendors on turn-key projects who subcontract construction work to contractors other than the Company. These equipment vendors typically are better capitalized and have greater resources than the Company. Most companies engaged in the same or similar business tend to operate in a specific, limited geographic area, although larger competitors may bid on a particular project without regard to location. Although the Company believes it is the largest provider of infrastructure services to the telecommunications and other utilities industries in the United States and Spain and one of the largest in Argentina, Brazil, Chile and Peru, neither the Company nor any of its competitors can be considered dominant in the industry on a national or international basis. The Company also faces competition from the in-house construction and maintenance departments of RBOCs and other customers and potential customers, which employ personnel who perform some of the same types of services as those provided by the Company.

EMPLOYEES

As of September 30, 1997, the Company (excluding its unconsolidated companies) had approximately 7,400 employees, 4,300 of whom are employed in domestic operations and 3,100 of whom are employed in international operations. Approximately 150 of the Company's domestic employees and approximately 2,300 of Sintel's employees are unionized. See "Risk Factors--Sintel Labor Relations" for a description of the current state of labor relations at Sintel.

PROPERTIES

The Company's corporate headquarters are located in a 60,000 square foot building owned by the Company in Miami, Florida. The Company also has regional offices in owned facilities located in Tampa, Florida, Austin, Texas and Charlotte, North Carolina. Sintel's principal executive offices are located in leased premises in Madrid, Spain and MasTec Inepar's principal executive offices are located in leased premises in Sao Paulo, Brazil.

The Company's principal operations are conducted from field offices, equipment yards and temporary storage locations, none of which the Company believes is material to its operations because most of the Company's services are performed on the customers' premises or on public rights of way. In addition, the Company believes that equally suitable alternative locations are available in all areas where it currently does business.

LEGAL PROCEEDINGS

In December 1990, Albert H. Kahn, a stockholder of the Company, filed a class action and derivative suit in Delaware state court against the Company, the then-members of its Board of Directors and National Beverage Corporation ("NBC"), the Company's then-largest stockholder. The complaint alleges, among other things, that the Company's Board of Directors and NBC breached their respective fiduciary duties in approving certain transactions, including the distribution in 1989 to the Company's stockholders of all of the common stock of NBC owned by the Company and the exchange by NBC of shares of common stock of the Company for certain indebtedness of NBC to the Company. The lawsuit seeks to rescind these transactions and to recover damages in an unspecified amount.

In November 1993, Mr. Kahn filed a class action and derivative complaint against the Company, the then-members of its Board of Directors, Church & Tower, Inc. (the Company's predecessor) and Jorge L. Mas, Jorge Mas and Juan Carlos Mas, as the then principal shareholders of Church & Tower, Inc. The lawsuit alleges, among other things, that the Company's Board of Directors and NBC breached their respective fiduciary duties by approving the terms of the acquisition of the Company by the Mas family, and that Church & Tower, Inc. and its principal shareholders had knowledge of the fiduciary duties owed by NBC and the Company's Board of Directors and knowingly and substantially participated in the breach of these duties. The lawsuit also claims derivatively that each member of the Company's Board of Directors engaged in mismanagement, waste and breach of fiduciary duties in managing the Company's affairs prior to the acquisition by the Mas family.

The Company believes that the allegations in each of these lawsuits are without merit and intends to defend these lawsuits vigorously.

In November 1997, Church & Tower filed a lawsuit against Miami-Dade County (the "County") in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida alleging breach of contract and seeking damages in connection with the County's refusal to pay amounts due to Church & Tower under a multi-year agreement to perform road restoration work for the Miami-Dade Water and Sewer Department ("MWSD"), a department of the County, and the County's wrongful termination of the agreement. The County has refused to pay amounts due to Church & Tower under the agreement until alleged overpayments under the agreement have been resolved. The County has also refused to award a new road restoration agreement for MWSD to Church & Tower, which was the low bidder for

the new agreement. The Company believes that any amounts due to the County under the existing agreement are not material and may be recoverable in whole or in part from Church & Tower subcontractors who actually performed the work and whose bills were submitted directly to the County.

The Company is a party to other pending legal proceedings arising in the normal course of business, none of which the Company believes is material to the Company's financial position or results of operations.

EXECUTIVE OFFICERS AND DIRECTORS

Set forth below is certain information with respect to the directors and executive officers of the Company.

NAME	AGE	POSITION
Jorge Mas	34	Chairman of the Board of Directors, President and Chief Executive Officer
Henry N. Adorno	50	Executive Vice President and Special Counsel
Ismael Perera	48	Senior Vice President--Operations
Edwin D. Johnson	41	Senior Vice President--Chief Financial Officer
Ubiratan Simoes Rezende	49	Senior Vice President--International Operations
Carlos A. Valdes	34	Senior Vice President--Corporate Development
Jose M. Sariego	43	Senior Vice President--General Counsel
Eliot C. Abbott	47	Director
Joel-Tomas Citron	35	Director
Arthur B. Laffer	56	Director
Jose S. Sorzano	56	Director

JORGE MAS has been President, Chief Executive Officer and a director of the Company since March 1994 and was elected Chairman of the Board of Directors of the Company in January 1998. Prior to that time and during the preceding five years, Mr. Mas served as the President and Chief Executive Officer of Church & Tower, Inc., one of the Company's principal operating subsidiaries. In addition, Mr. Mas is the Chairman of the Board of Directors of Neff Corporation, Atlantic Real Estate Holding Corp., U.S. Development Corp. and Santos Capital, Inc. (all private companies controlled by Mr. Mas) and, during all or a portion of the past five years, has served as the President and Chief Executive Officer of these corporations.

HENRY N. ADORNO was elected Executive Vice President and Special Counsel of the Company in January 1998. Prior to joining the Company, Mr. Adorno was President and Chief Executive Officer of Adorno & Zeder, P.A., a Miami law firm that he co-founded in 1986.

ISMAEL PERERA has been Senior Vice President--Operations of the Company since March 1994. From August 1993 until March 1994, he served as the Vice President--Operations of Church & Tower, Inc. From 1970 until July 1993, Mr. Perera served in various capacities in network operations for BellSouth, including most recently as a Senior Director of Network Operations from 1985 to 1993.

EDWIN D. JOHNSON has been Senior Vice President--Chief Financial Officer of the Company since March 1996. During the 10 years prior to joining the Company, Mr. Johnson served in various capacities with Attwoods plc, a British waste services company, including Chief Financial Officer and member of the Board of Directors during the final three years of his employment with Attwoods.

UBIRATAN SIMOES REZENDE has been Senior Vice President--International Operations of the Company since March 1996. From August 1995 to March 1996, Mr. Rezende was Dean of Graduate Studies and International Programs at La Roche College. From 1991 to 1993, Mr. Rezende was visiting professor of the Paul Nitze School of Advanced International Studies at Johns Hopkins University, and from 1979 to 1992 he was a professor at the Center of Social and Economic affairs at the University of Santa Catarina in Brazil. Mr. Rezende also has served as Chief of Staff of the Organization of American States and as Executive Vice President of the holding company for the Perdigao Group, a leading food processing company in Brazil.

CARLOS A. VALDES has been Senior Vice President--Corporate Development of the Company since March 1996. Prior to that time, Mr. Valdes was Senior Vice President--Finance of the Company from March 1994 to March 1996 and Chief Financial Officer of Church & Tower, Inc. from 1991 to 1994.

JOSE M. SARIEGO has been Senior Vice President--General Counsel of the Company since September 1995. Prior to joining the Company, Mr. Sariego was Senior Corporate Counsel and Secretary of Telemundo Group, Inc., a Spanish language television network, from August 1994 to August 1995. From January 1990 to August 1994, Mr. Sariego was a partner in the Miami office of Kelley Drye & Warren, an international law firm.

ELIOT C. ABBOTT has been a member of the Board of Directors since March 1994. From 1976 until September 1995, Mr. Abbott was a stockholder in the Miami law firm of Carlos & Abbott. From October 1995 to January 1997, Mr. Abbott was a member of the international law firm of Kelley Drye & Warren. Since February 1997, Mr. Abbott has been a partner in the firm of Kluger, Peretz, Kaplan, Berlin, P.A.

JOEL-TOMAS CITRON was elected to the Board of Directors in January 1998. Mr. Citron is the managing partner of Triscope Capital LLC, a private investment partnership. In addition, Mr. Citron has been Chairman of the United States subsidiary of Proventus AB, a privately held investment company based in Stockholm since 1992.

ARTHUR B. LAFFER has been a member of the Board of Directors since March 1994. Mr. Laffer has been Chairman of the Board of Directors of Laffer & Associates, an economic research and financial consulting firm, since 1979; Chief Executive Officer, Laffer Advisors Inc., an investment advisor and broker-dealer, since 1981; and Chief Executive Officer, Calport Asset Management, a money management firm, since 1992. Mr. Laffer is a director of U.S. Filter Corporation, Nicholas Applegate mutual funds, and Coinmach Laundry Corporation.

JOSE S. SORZANO has been a member of the Board of Directors since October 1994. Mr. Sorzano has been Chairman of the Board of Directors of The Austin Group, Inc., an international corporate consulting firm, since 1989. Mr. Sorzano was also Special Assistant to the President for National Security Affairs from 1987 to 1988; Associate Professor of Government, Georgetown University, from 1969 to 1987; President, Cuban American National Foundation, from 1985 to 1987; and Ambassador and U.S. Deputy to the United Nations from 1983 to 1985.

DESCRIPTION OF CERTAIN INDEBTEDNESS

The following is a summary of certain indebtedness of the Company.

CREDIT FACILITY

The Company and its principal domestic subsidiaries maintain a $125.0 million revolving credit facility with a syndicate of banks led by BankBoston, N.A. (the "Credit Facility"). The Company may use borrowings under the Credit Facility for acquisitions, capital expenditures, working capital and general corporate purposes, subject to certain restrictions. The Credit Facility expires on June 9, 2000 unless extended until no later than June 9, 2002 as provided in the Credit Facility. Interest on amounts outstanding under the Credit Facility bear interest at a rate per annum equal to the prime rate, as announced by BankBoston, N.A., or at the Company's option, LIBOR plus the applicable LIBOR margin, currently 1.00%. The Credit Facility is secured by a pledge of the stock of the Company's principal domestic subsidiaries as well as a portion of the stock of Sintel. At September 30, 1997, borrowings under this facility totaled $82.4 million. The Company used a portion of the proceeds of the Offering to repay all outstanding borrowings under the Credit Facility, as a result of which approximately $121.5 million of borrowings were available under the Credit Facility.

The Credit Facility contains certain covenants which, among other things, restrict the payment of dividends, limit the Company's ability to incur additional debt, create liens, dispose of assets, merge or consolidate with another entity or make other investments or acquisitions, and provide that the Company must maintain minimum amounts of stockholders' equity and financial ratio coverages.

SPANISH PESETA DENOMINATED DEBT

Sintel maintains a revolving credit facility denominated in pesetas with a wholly-owned finance subsidiary of Telefonica (the "Sintel Facility"). At September 30, 1997, borrowings under the Sintel Facility totaled approximately 2.2 billion pesetas ($14.7 million at the exchange rate on September 30, 1997). Sintel may use borrowings under this facility for working capital and other general corporate purposes. Amounts outstanding under the Sintel Facility bear interest at a rate per annum equal to the Madrid Interbank Offered Rate plus 0.30%. The Sintel Facility is unsecured. Sintel also maintains other peseta denominated credit facilities with certain other Spanish financial institutions. At September 30, 1997, borrowings under these facilities totaled approximately 2.5 billion pesetas ($16.9 million at the exchange rate on September 30, 1997), and bore interest at rates ranging from 5.60% to 6.75% per annum. These facilities are also unsecured.

OTHER INDEBTEDNESS

At September 30, 1997, the Company had notes payable totaling $14.7 million outstanding, secured by interests in certain of the Company's equipment. Interest rates on these notes range from 7.50% to 8.50% per annum and mature in installments through the year 2000.

In connection with the acquisition of Sintel, the Company currently is indebted to Telefonica for 3.6 billion pesetas ($24.0 million at the exchange rate on December 31, 1997), which indebtedness bears interest at 7.87% per annum. A payment of 1.8 billion pesetas ($12.0 million at the exchange rate on December 31, 1997) was due on December 31, 1997, with the balance due on December 31, 1998. The Company has paid a portion of the December 31, 1997 payment, with the remaining amounts to be paid pending resolution of offsetting amounts between the Company and Telefonica. The Telefonica indebtedness is unsecured.

DESCRIPTION OF NOTES

GENERAL

The New Notes, like the Old Notes, will be issued pursuant to the Indenture dated February 4, 1998, between the Company and First Trust National Association, as trustee (the "TRUSTEE"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (the "TRUST INDENTURE ACT"). The terms of the New Notes are substantially identical to the Old Notes in all material respects (including interest rate and maturity), except that (i) the New Notes will not be subject to the restrictions on transfer (other than with respect to holders that are broker-dealers, persons who participated in the distribution of the Old Notes or affiliates) and (ii) the Registration Rights Agreement covenants regarding registration and the related Liquidated Damages (other than those that have accrued and were not paid, if any) with respect to Registration Defaults will have been deemed satisfied. The Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the Trust Indenture Act for a statement thereof. The following summary of the material provisions of the Indenture does not purport to be complete and is qualified in its entirety by reference to the Indenture, including the definitions therein of certain terms used below. Copies of the proposed form of Indenture and Registration Rights Agreement will be made available to prospective investors as set forth under "--Additional Information." The definitions of certain terms used in the following summary are set forth below under "--Certain Definitions." For purposes of this "Description of Notes," the term "COMPANY" refers only to MasTec, Inc. and not to any of its Subsidiaries.

The Notes will be subordinated in right of payment to all existing and future Senior Debt of the Company. The Notes will also be effectively subordinated to all Indebtedness and other liabilities and commitments (including trade payables and lease obligations) of the Company's Subsidiaries. As of September 30, 1997, after giving pro forma effect to the Offering and the application of the net proceeds therefrom, the Notes would have been subordinated to approximately $72.2 million of Senior Debt of the Company and indebtedness and other obligations of the Company's subsidiaries. In addition, the Company would have had $121.5 million of additional borrowings available under the Credit Facility. The Indenture will permit the Company and its Restricted Subsidiaries to incur additional indebtedness, including additional Senior Debt, subject to certain restrictions. See "--Certain Covenants--Incurrence of Indebtedness and Issuance of Preferred Stock."

The operations of the Company are conducted through its Subsidiaries and, therefore, the Company is dependent upon the cash flow of its Subsidiaries to meet its obligations, including its obligations under the Notes. Any right of the Company to receive assets of any of its Subsidiaries upon the latter's liquidation or reorganization (and the consequent right of the Holders of the Notes to participate in those assets) will be effectively subordinated to the claims of that Subsidiary's creditors, except to the extent that the Company is itself recognized as a creditor of such Subsidiary, in which case the claims of the Company would still be subordinate to any security interest in the assets of such Subsidiary and any indebtedness of such Subsidiary senior to that held by the Company. See "Risk Factors--Holding Company Structure."

As of the date of the Indenture, all of the Company's Subsidiaries were Restricted Subsidiaries. However, under certain circumstances, the Company will be able to designate current or future Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries will not be subject to many of the restrictive covenants set forth in the Indenture.

PRINCIPAL, MATURITY AND INTEREST

The Notes are limited in aggregate principal amount to $250.0 million, of which $200.0 million was outstanding as of the date of this Prospectus, and will mature on February 1, 2008. Interest on the Notes will accrue at the rate of 7-3/4% per annum and will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on August 1, 1998, to Holders of record on the immediately

preceding January 15 and July 15. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of original issuance. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Principal of and premium, interest and Liquidated Damages, if any, on the Notes will be payable at the office or agency of the Company maintained for such purpose or, at the option of the Company, payment of interest and Liquidated Damages may be made by check mailed to the Holders of the Notes at their respective addresses set forth in the register of Holders of Notes; PROVIDED that all payments of principal, premium, interest and Liquidated Damages with respect to Notes the Holders of which have given wire transfer instructions to the Company will be required to be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof. Until otherwise designated by the Company, the Company's office or agency will be the office of the Trustee maintained for such purpose. The Notes will be issued in denominations of $1,000 and integral multiples thereof.

SUBORDINATION

The payment of principal of and premium, interest and Liquidated Damages, if any, on the New Notes will be subordinated in right of payment, as set forth in the Indenture, to the prior payment in full of all Senior Debt of the Company, whether outstanding on the date of the Indenture or thereafter incurred.

Upon any distribution to creditors of the Company in a liquidation or dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, an assignment for the benefit of creditors or any marshalling of the Company's assets and liabilities, the holders of Senior Debt will be entitled to receive payment in full of all Obligations due in respect of such Senior Debt (including interest after the commencement of any such proceeding at the rate specified in the applicable Senior Debt) before the Holders of Notes will be entitled to receive any payment with respect to the Notes, and until all Obligations with respect to Senior Debt are paid in full, any distribution to which the Holders of Notes would be entitled shall be made to the holders of Senior Debt (except that Holders of Notes may receive Permitted Junior Securities and payments made from the trust described under "--Legal Defeasance and Covenant Defeasance").

The Company also may not make any payment upon or in respect of the Notes (except in Permitted Junior Securities or from the trust described under "--Legal Defeasance and Covenant Defeasance") if (i) a default in the payment of the principal of or premium, or interest on any Designated Senior Debt occurs and is continuing beyond any applicable period of grace or (ii) any other default occurs and is continuing with respect to any Designated Senior Debt that permits holders of the Designated Senior Debt as to which such default relates to accelerate its maturity and the Trustee receives a notice of such default (a "PAYMENT BLOCKAGE NOTICE") from the Company or the holders of such Designated Senior Debt. Payments on the Notes may and shall be resumed (a) in the case of a payment default, upon the date on which such default is cured or waived and (b) in case of a nonpayment default, the earlier of the date on which such nonpayment default is cured or waived or 180 days after the date on which the applicable Payment Blockage Notice is received, unless the maturity of any Designated Senior Debt has been accelerated. No new Payment Blockage Notice may be delivered unless and until 360 days have elapsed since the effectiveness of the immediately prior Payment Blockage Notice. No nonpayment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee shall be, or be made, the basis for a subsequent Payment Blockage Notice unless such nonpayment default shall have been cured for a period of at least 90 days.

The Indenture further requires that the Company promptly notify holders of Senior Debt if payment of the Notes is accelerated because of an Event of Default.

As a result of the subordination provisions described above, in the event of a liquidation or insolvency, Holders of Notes may recover less ratably than creditors of the Company who are holders of Senior Debt.

OPTIONAL REDEMPTION

The Notes will not be redeemable at the Company's option prior to February 1, 2003. Thereafter, the Notes will be subject to redemption at any time at the option of the Company, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

YEAR	PERCENTAGE
2003	103.875%
2004	102.583%
2005	101.292%
2006 and thereafter	100.000%

Notwithstanding the foregoing, prior to February 1, 2001, the Company may redeem up to one-third of the aggregate principal amount of Notes at a redemption price of 107.750% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the redemption date, with the net cash proceeds of an offering of Equity Interests (other than Disqualified Stock) of the Company; PROVIDED that (i) at least $133.3 million in principal amount of the Notes remain outstanding immediately after the occurrence of such redemption and (ii) such redemption shall occur within 90 days of the date of the consummation of such offering.

SELECTION AND NOTICE

If less than all of the Notes are to be redeemed at any time, selection of Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or, if the Notes are not so listed, on a pro rata basis, by lot or by such method as the Trustee shall deem fair and appropriate; PROVIDED that no Notes of $1,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address. Notices of redemption may not be conditional. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

MANDATORY REDEMPTION

Except as set forth below under "--Repurchase at the Option of Holders," the Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

REPURCHASE AT THE OPTION OF HOLDERS

CHANGE OF CONTROL. Upon the occurrence of a Change of Control, the Company will be obligated to make an offer (a "CHANGE OF CONTROL OFFER") to each Holder of Notes to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes at an offer price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of purchase (the "CHANGE OF CONTROL PAYMENT"). Within 30 days following a Change of Control, the Company will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date specified in such notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "CHANGE OF CONTROL PAYMENT DATE"), pursuant to the procedures required by the Indenture and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the

Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control.

On the Change of Control Payment Date, the Company will, to the extent lawful, (i) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered and (iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent will promptly mail to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; PROVIDED that each such new Note will be in a principal amount of $1,000 or an integral multiple thereof. The Indenture will provide that, prior to complying with the provisions of this covenant, but in any event within 90 days following a Change of Control, the Company will either repay all outstanding Senior Debt or obtain the requisite consents, if any, under all agreements governing outstanding Senior Debt to permit the repurchase of Notes required by this covenant.

The Change of Control provisions described above will be applicable whether or not any other provisions of the Indenture are applicable; PROVIDED, HOWEVER, that the Company shall not be obligated to repurchase the Notes upon a Change of Control if the Company has irrevocably elected to redeem all of the Notes under the provisions described under "--Optional Redemption." Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders of the Notes to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Credit Facility prohibits, and future credit agreements or other agreements relating to Senior Debt to which the Company becomes a party may prohibit, the Company from purchasing any Notes following a Change of Control and/or provide that certain change of control events with respect to the Company would constitute a default thereunder. In the event a Change of Control occurs at a time when the Company is prohibited from purchasing Notes, the Company could seek the consent of its lenders to the purchase of Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company does not obtain such a consent or repay such borrowings, the Company will remain prohibited from purchasing Notes. The Company's failure to purchase tendered Notes following a Change of Control would constitute an Event of Default under the Indenture which would, in turn, constitute a default under the Credit Facility. In such circumstances, the subordination provisions in the Indenture would likely restrict payments to the Holders of Notes. See "--Subordination" and "Description of Certain Indebtedness--Credit Facility."

The Company will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

ASSET SALES. The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless (i) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee) of the assets or Equity Interests issued or sold or otherwise disposed of and (ii) at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents; PROVIDED that the amount of (a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or such Restricted Subsidiary (other than contingent liabilities and liabilities that are by their

terms subordinated to the Notes or any guarantee thereof) that are assumed by the transferee of any such assets and for which the Company or such Restricted Subsidiary is released from further liability and (b) any securities, notes or other obligations received by the Company or such Restricted Subsidiary from such transferee that are promptly converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) shall be deemed to be cash for purposes of this provision.

Within 365 days of the receipt of any Net Proceeds from an Asset Sale, the Company may apply such Net Proceeds, at its option, (i) to repay Senior Debt of the Company or Indebtedness of any Restricted Subsidiary (and, in each case, to correspondingly reduce commitments with respect thereto in the case of revolving borrowings) or (ii) to the acquisition of a controlling interest in another business, the making of a capital expenditure or the acquisition of other long-term assets. Pending the final application of any such Net Proceeds, the Company may temporarily reduce Senior Debt or otherwise invest such Net Proceeds in any manner that is not prohibited by the Indenture. Any Net Proceeds from Asset Sales that are not applied or invested as provided in the first sentence of this paragraph will be deemed to constitute "EXCESS PROCEEDS." When the aggregate amount of Excess Proceeds exceeds $10.0 million, the Company will be required to make an offer to all Holders of Notes (an "ASSET SALE OFFER") to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of purchase, in accordance with the procedures set forth in the Indenture. To the extent that the aggregate amount of Notes tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes. If the aggregate principal amount of Notes surrendered by Holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased on a pro rata basis. Upon completion of an Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

CERTAIN COVENANTS

RESTRICTED PAYMENTS. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly: (i) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to any direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions (a) payable in Equity Interests (other than Disqualified Stock) of the Company, (b) to the Company or any Wholly Owned Restricted Subsidiary of the Company, (c) paid by a Restricted Subsidiary of the Company pro rata to the holders of its Capital Stock or (d) payable in Equity Interests of Supercanal or Conecel); (ii) purchase, redeem or otherwise acquire or retire for value (including without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company, any of its Subsidiaries or any direct or indirect parent of the Company (other than any such Equity Interests owned by the Company or any Wholly Owned Restricted Subsidiary of the Company); (iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of the Company or any Restricted Subsidiary that is subordinated to the Notes, except a payment of interest, a payment of principal at Stated Maturity or a scheduled repayment or scheduled sinking fund payment; or (iv) make any Restricted Investment (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "RESTRICTED PAYMENTS"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable

four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under caption "--Incurrence of Indebtedness and Issuance of Preferred Stock;" and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Closing Date (excluding Restricted Payments permitted by clauses (ii) through (vi) of the next succeeding paragraph), is less than the sum, without duplication, of (i) 50% of the cumulative Consolidated Net Income of the Company for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the Closing Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus (ii) 100% of the aggregate net cash proceeds received by the Company from the issue or sale since the Closing Date of Equity Interests of the Company (other than Equity Interests sold to a Subsidiary of the Company and other than Disqualified Stock), plus (iii) 50% of any dividends received by the Company or a Wholly Owned Restricted Subsidiary after the Closing Date from an Unrestricted Subsidiary of the Company, to the extent that such dividends were not otherwise included in Consolidated Net Income of the Company for such period, plus (iv) $50.0 million, plus (v) the amount by which Indebtedness of the Company is reduced on the Company's balance sheet upon the conversion or exchange (other than by a Restricted Subsidiary) subsequent to the Closing Date of any Indebtedness of the Company convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company (less the amount of any cash or other property distributed by the Company upon such conversion or exchange), plus (vi) an amount equal to the sum of the net reduction in Investments in Unrestricted Subsidiaries resulting from (A) dividends, repayments of the principal of loans or advances or other transfers of assets to the Company or any Restricted Subsidiary from Unrestricted Subsidiaries or (B) the sale or liquidation of any Unrestricted Subsidiaries, plus (vii) to the extent that any Unrestricted Subsidiary of the Company is designated to be a Restricted Subsidiary, the sum of (A) the lesser of (1) 100% of the Company's Investment in such Subsidiary, as shown on the Company's most recent balance sheet, and (2) the fair market value of the Company's Investment in such Subsidiary, plus (B) 50% of the amount, if any, by which the fair market value of the Company's Investment in such Subsidiary exceeds the amount determined in the preceding clause (A).

The foregoing provisions will not prohibit (i) the payment of any dividend within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of the Indenture; (ii) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness or Equity Interests of the Company or any Restricted Subsidiary in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, other Equity Interests of the Company (other than any Disqualified Stock); PROVIDED that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c)(ii) of the preceding paragraph; (iii) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness; (iv) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company held by employees, former employees, directors or former directors of the Company (or any of its Subsidiaries) pursuant to any agreement or plan approved by the Company's Board of Directors; PROVIDED that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed $1.0 million in any twelve-month period and no Default or Event of Default shall have occurred and be continuing immediately after such transaction; (v) the purchase, repurchase or acquisition of Capital Stock of the Company, in an amount not to exceed $5.0 million, for distribution, contribution or payment to, or for the benefit of, any employee benefit plan of the Company or any of its Subsidiaries or any trust established by the Company or any of its Subsidiaries for the benefit of its employees; and (vi) any Restricted Payment utilizing cash or other consideration received by the Company by virtue of

its investment in Supercanal or Conecel; PROVIDED that clauses (a) and (b) of the preceding paragraph are satisfied at the time of such payment.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any non-cash Restricted Payment shall be determined in good faith by the Board of Directors whose resolution with respect thereto shall be delivered to the Trustee. Not later than the date of making any Restricted Payment, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by the covenant "Restricted Payments" were computed, which calculations may be based upon the Company's latest available financial statements.

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if such designation would not cause a Default. For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated will be deemed to be Restricted Payments at the time of such designation and will reduce the amount available for Restricted Payments under the first paragraph of this covenant. All such outstanding Investments will be deemed to constitute Investments in an amount equal to the fair market value of such Investments at the time of such designation. Such designation will only be permitted if such Restricted Payment would be permitted at such time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Any such designation by the Board of Directors shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the definition of an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "--Incurrence of Indebtedness and Issuance of Preferred Stock," the Company shall be in default of such covenant). The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; PROVIDED that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under the covenant described under the caption "--Certain Covenants--Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period, and (ii) no Default or Event of Default would be in existence following such designation.

INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF PREFERRED STOCK. The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "INCUR") any Indebtedness (including Acquired Debt) and that the Company will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; PROVIDED, HOWEVER, that the Company and its foreign Restricted Subsidiaries may incur Indebtedness (including Acquired Debt) and the Restricted Subsidiaries may issue preferred stock if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such preferred stock is issued would have been at least 2.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the preferred stock had been issued at the beginning of such four-quarter period.

The provisions of the first paragraph of this covenant will not apply to the incurrence of any of the following (collectively, "PERMITTED DEBT"):

(i) the incurrence by the Company or its Restricted Subsidiaries of Indebtedness under the Credit Facility in an aggregate amount not to exceed $150.0 million at any one time outstanding, less the aggregate amount of all Net Proceeds of Asset Sales applied to permanently reduce the amount of such Indebtedness;

(ii) the incurrence by the Company of Indebtedness represented by the Notes and any guarantee of the Notes by any Restricted Subsidiary of the Company, in each case in an aggregate amount not to exceed $200.0 million;

(iii) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Existing Indebtedness or Indebtedness that was permitted to be incurred by the first paragraph, or by clause (ii) of the second paragraph of this covenant;

(iv) the incurrence of Indebtedness between or among the Company and any of its Restricted Subsidiaries; PROVIDED, HOWEVER, that any subsequent issuance or transfer of Equity Interests that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or a Restricted Subsidiary or a pledge or other transfer thereof intended to create a security interest therein), and any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Wholly Owned Restricted Subsidiary, shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be;

(v) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations that are (a) incurred for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of the Indenture to be outstanding or (b) incurred for the purpose of fixing or hedging currency exchange rates or prices of commodities used in the business of the Company and its Restricted Subsidiaries;

(vi) the guarantee by the Company or any Restricted Subsidiary of Indebtedness that was permitted to be incurred by another provision of this covenant, subject to the covenant described under "Limitation on Guarantees of Company Indebtedness by Restricted Subsidiaries"; and

(vii) other Indebtedness of the Company or any Restricted Subsidiary in an aggregate principal amount at any time outstanding not to exceed $25.0 million.

For purposes of determining compliance with this covenant, in the event that (a) an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described above or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company shall, in its sole discretion, classify such item of Indebtedness in any manner that complies with this covenant and shall only be required to include such item of Indebtedness in one of such clauses or pursuant to the first paragraph hereof and (b) an item of Indebtedness may be divided and classified in more than one of the types of Indebtedness described above. Accrual of interest, the accretion of accredit value and the payment of interest in the form of additional Indebtedness will not be deemed to be an incurrence of Indebtedness for purposes of this covenant.

LIENS. The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien securing Indebtedness or trade payables on any asset now owned or hereafter acquired, or any income or profits therefrom or assign or convey any right to receive income therefrom, except Permitted Liens, unless contemporaneously therewith effective provision is made to secure the Notes equally and ratably with such Indebtedness or trade payables for so long as such Indebtedness or trade payables are unsecured by a Lien.

DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES. The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly,

create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (i)(a) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries (1) on its Capital Stock or (2) with respect to any other interest or participation in, or measured by, its profits, or (b) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries, (ii) make loans or advances to the Company or any of its Restricted Subsidiaries or (iii) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of (a) Existing Indebtedness as in effect on the Closing Date, (b) the Credit Facility as in effect as of the Closing Date, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof, PROVIDED that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacement or refinancings are no more restrictive with respect to such dividend and other payment restrictions than those contained in the Credit Facility as in effect on the Closing Date, (c) the Indenture and the Notes, (d) applicable law, (e) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), (f) by reason of customary non-assignment provisions or other restrictions in leases, licenses and other contracts entered into in the ordinary course of business, (g) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (iii) above on the property so acquired, (h) Permitted Refinancing Indebtedness, PROVIDED that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more restrictive than those contained in the agreements governing the Indebtedness being refinanced, (i) in the case of clause (iii) above, any encumbrance or restriction (A) by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Restricted Subsidiary not otherwise prohibited by the Indenture or (B) contained in security agreements, mortgages or Capitalized Lease Obligations securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restrictions restrict the transfer of the property subject to such security agreements, mortgages or Capitalized Lease Obligations; (j) any restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition; and (k) customary net worth provisions contained in leases and other agreements entered into by a Restricted Subsidiary in the ordinary course of business.

MERGER, CONSOLIDATION, OR SALE OF ASSETS. The Indenture will provide that the Company may not consolidate or merge with or into, or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its consolidated properties or assets in one or more related transactions, to another corporation, Person or entity unless (i) the Company is the surviving corporation or the entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia; (ii) the entity or Person formed by or surviving any such consolidation or merger (if other than the Company) or the entity or Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the obligations of the Company, under the Notes and the Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee; (iii) immediately after such transaction no Default or Event of Default exists; and (iv) except in the case of a merger of the Company with or into a Wholly Owned Restricted Subsidiary, or the merger of a Wholly Owned Restricted Subsidiary with or into the Company, the Company or the Person formed by or surviving any such consolidation or merger, or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made (a) will have Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of the Company, immediately preceding the transaction and (b) will, at the time of such transaction and after giving pro forma effect thereto as if such transaction had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge

Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "--Incurrence of Indebtedness and Issuance of Preferred Stock."

LIMITATION ON GUARANTEES OF COMPANY INDEBTEDNESS BY RESTRICTED SUBSIDIARIES. The Company will not permit any Restricted Subsidiary, directly or indirectly, to guarantee any Indebtedness of the Company other than the Notes (the "Other Company Indebtedness"), unless such Restricted Subsidiary contemporaneously executes and delivers a supplemental indenture to the Indenture providing for a Guarantee of payment of the Notes by such Restricted Subsidiary to the same extent as the guarantee (the "Other Company Indebtedness Guarantee") of the Other Company Indebtedness (including waiver of subrogation, if any). The Guarantee of a Restricted Subsidiary will be subordinated in right of payment to all existing and future Senior Debt of such Restricted Subsidiary to the same extent as the Notes are subordinated to Senior Debt of the Company. See "--Subordination."

Each Guarantee of the Notes created by a Restricted Subsidiary pursuant to the provisions described in the foregoing paragraph shall be in form and substance satisfactory to the Trustee and shall provide, among other things, that it shall be automatically and unconditionally released and discharged upon (i) any sale, exchange or transfer permitted by the Indenture of (a) all of the Company's Capital Stock in such Restricted Subsidiary, or (b) the sale of all or substantially all of the assets of the Restricted Subsidiary and upon the application of the Net Proceeds from such sale in accordance with the requirements of the "Asset Sales" provisions described herein; or (ii) the release or discharge of the Other Company Indebtedness Guarantee that resulted in the creation of such guarantee of the Notes, except a discharge or release by or as a result of payment under such Other Company Indebtedness Guarantee.

TRANSACTIONS WITH AFFILIATES. The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "AFFILIATE TRANSACTION"), unless (i) such Affiliate Transaction is on terms that are no less favorable to the Company or such Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person and (ii) the Company delivers to the Trustee (a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5 million, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (i) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors and (b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $15 million, an opinion as to the fairness to the Holders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The foregoing provisions will not prohibit: (i) transactions between or among the Company and/or its Restricted Subsidiaries; (ii) any Restricted Payment that is permitted by the provisions of the Indenture described above under the caption "--Restricted Payments"; (iii) any issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors of the Company; (iv) any fees, indemnities, loans or advances to employees in the ordinary course of business; (v) any payment approved by the Board of Directors in connection with the registration for sale or distribution by any Affiliate of the Company of any Equity Interests of the Company, including reimbursements for offering expenses, underwriting discounts and commissions; (vi) payments made to the Federal Trade Commission or other foreign or domestic governmental agency on behalf of any Affiliate by virtue of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or other similar federal, state or foreign laws in connection with the acquisition by such Affiliate of additional Equity Interests in the Company or the acquisition by the Company or any Restricted Subsidiary of the Capital Stock or assets of another Person or the merger by the Company or

any Restricted Subsidiary with another Person; and (vii) any Affiliate Transaction with Conecel or Supercanal not involving the payment of consideration by the Company or any Restricted Subsidiary.

LIMITATION ON OTHER SENIOR SUBORDINATED DEBT. The Indenture will provide that the Company will not incur any Indebtedness that is subordinate or junior in right of payment to any Senior Debt of the Company and senior in any respect in right of payment to the Notes.

PAYMENTS FOR CONSENT. The Indenture provides that neither the Company nor any of its Restricted Subsidiaries will, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of any Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid or is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

REPORTS. The Indenture provides that, whether or not required by the rules and regulations of the Commission, so long as any Notes are outstanding, the Company will furnish to the Holders of Notes (i) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries and, with respect to the annual information only, a report thereon by the Company's certified independent accountants and (ii) all current reports that would be required to be filed with the Commission on Form 8-K if the Company were required to file such reports. To the extent there is a material difference between the consolidated financial condition and results of operations of (i) the Company and (ii) the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company, the Company shall also include, either on the face of the financial statements or in a footnote thereto, the Consolidated Cash Flow and Fixed Charge Coverage Ratio of the Company and its Restricted Subsidiaries. In addition, whether or not required by the rules and regulations of the Commission, the Company will file a copy of all such information and reports with the Commission for public availability (unless the Commission will not accept such a filing) and make such information available to securities analysts and prospective investors upon request. In addition, the Company and its Restricted Subsidiaries will agree that, for so long as any Notes remain outstanding, they will furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

EVENTS OF DEFAULT AND REMEDIES

The Indenture provides that each of the following constitutes an Event of Default: (i) default for 30 days in the payment when due of interest on, or Liquidated Damages, if any, with respect to, the Notes (whether or not prohibited by the subordination provisions of the Indenture); (ii) default in payment when due of the principal of or premium, if any, on the Notes (whether or not prohibited by the subordination provisions of the Indenture); (iii) failure by the Company to comply with the provisions described under the caption "--Merger, Consolidation or Sale of Assets;" (iv) failure by the Company for 30 days after written notice by the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes to comply with any of its obligations in the covenants described above under the captions "--Change of Control," "--Asset Sales," "--Restricted Payments," or "--Incurrence of Indebtedness and Issuance of Preferred Stock"; (v) the failure by the Company for 60 days after written notice by the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes the Company with any of its other agreements in the Indenture or the Notes; (vi) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Significant Subsidiaries (or the payment of which is guaranteed by the Company or any of its Significant Subsidiaries), whether such Indebtedness or guarantee now exists or is created after the Closing Date, which default (a) is caused by a failure to pay principal of or premium, if any, or interest on such

Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "PAYMENT DEFAULT") or (b) results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $15.0 million or more; (vii) failure by the Company or any of its Restricted Subsidiaries to pay final judgments aggregating in excess of $15.0 million and either (a) any creditor commences enforcement proceedings upon any such judgment or (b) such judgments are not paid, discharged or stayed for a period of 60 days; (viii) except as permitted by the Indenture, any Guarantee of the Notes by any Restricted Subsidiary which is a Significant Subsidiary shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect, or any Restricted Subsidiary which is a Significant Subsidiary, or any Person acting on behalf of any Restricted Subsidiary which is a Significant Subsidiary, shall deny or disaffirm its obligations under any Guarantee of the Notes; and (ix) certain events of bankruptcy or insolvency with respect to the Company or any of its Restricted Subsidiaries.

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company, any Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable without further action or notice. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest.

In the case of any Event of Default occurring by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding payment of the premium that the Company would have had to pay if the Company then had elected to redeem the Notes pursuant to the optional redemption provisions of the Indenture, an equivalent premium shall also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes. If an Event of Default occurs prior to February 1, 2003 by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding the prohibition on redemption of the Notes prior to such date, then the premium specified in the Indenture shall also become immediately due and payable to the extent permitted by law upon the acceleration of the Notes.

The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes.

The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required within 30 days after becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, INCORPORATORS AND STOCKHOLDERS

No director, officer, employee, incorporator or stockholder of the Company or any Restricted Subsidiary (other than the Company and its Restricted Subsidiaries), as such, shall have any liability for any obligations of the Company or such Restricted Subsidiary under the Notes, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

The Company may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding Notes ("LEGAL DEFEASANCE") except for (i) the rights of Holders of outstanding Notes to receive payments in respect of the principal of and premium, interest and Liquidated Damages, if any, on the Notes when such payments are due from the trust referred to below, (ii) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust, (iii) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith and (iv) the Legal Defeasance provisions of the Indenture. In addition, the Company may, at its option and at any time, elect to have the obligations of the Company released with respect to certain covenants that are described in the Indenture ("COVENANT DEFEASANCE") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "Events of Default" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance, (i) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of and premium, interest and Liquidated Damages, if any, on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date; (ii) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that (a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Closing Date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred; (iii) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred; (iv) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit; (v) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the Indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound; (vi) the Company shall have delivered to the Trustee an opinion of counsel to the effect that after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (vii) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of Notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and (viii) the Company shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

TRANSFER AND EXCHANGE

A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

The registered Holder of a Note will be treated as the owner of it for all purposes.

AMENDMENT, SUPPLEMENT AND WAIVER

Except as provided in the next two succeeding paragraphs, the Indenture and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for Notes).

Without the consent of each Holder affected, an amendment or waiver may not (with respect to any Notes held by a non-consenting Holder): (i) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver, (ii) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions relating to the covenants described above under the caption "--Repurchase at the Option of Holders"), (iii) reduce the rate of or change the time for payment of interest on any Note, (iv) waive a Default or Event of Default in the payment of principal of or premium, interest or Liquidated Damages, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration), (v) make any Note payable in money other than that stated in the Notes, (vi) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of or premium, interest or Liquidated Damages, if any, on the Notes, (vii) waive a redemption payment with respect to any Note (other than a payment required by one of the covenants described above under the caption "--Repurchase at the Option of Holders"), or (viii) make any change in the foregoing amendment and waiver provisions. In addition, any amendment to the provisions of Article 10 of the Indenture (which relate to subordination) will require the consent of all holders of Senior Debt, and the consent of the Holders of at least 75% in aggregate principal amount of the Notes then outstanding if such amendment would adversely affect the rights of Holders of Notes.

Notwithstanding the foregoing, without the consent of any Holder of Notes, the Company and the Trustee may amend or supplement the Indenture or the Notes to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to Holders of Notes in the case of a merger or consolidation, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, or to comply with requirements of the Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act.

CONCERNING THE TRUSTEE

The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other

transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

The Holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default shall occur (which shall not be cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

ADDITIONAL INFORMATION

Anyone who receives this Offering Circular may obtain a copy of the Indenture and Registration Rights Agreement without charge by writing to MasTec, Inc., 3155 N.W. 77th Avenue, Miami, Florida 33122, Attention: Corporate Secretary.

BOOK-ENTRY, DELIVERY AND FORM

The Notes were initially offered and sold (i) to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A, (ii) to other institutional "accredited investors" (as defined in rule 501(a)(1), (2), (3) or (7) under the Securities Act) that executed and delivered a letter containing certain representations and agreements and (iii) outside the United States in reliance on Regulation S under the Securities Act. Except as set forth below, the New Notes will initially be issued in the form of one or more registered Notes in global form without interest coupons (each a "Global Note"). Each Global Note will be deposited with, or on behalf of, the Depositary and will be registered in the name of Cede & Co., as nominee of the Depositary (such nominee being referred to herein as the "GLOBAL NOTE HOLDER"), in each case for credit to an account of a direct or indirect participant as described below.

New Notes that are issued as described below under "--Certificated Securities" will be issued in the form of registered definitive certificates (the "CERTIFICATED SECURITIES"). Such Certificated Securities may, unless the Global Notes have previously been exchanged for Certificated Securities, be exchanged for an interest in a Global Note representing the principal amount of Notes being transferred.

The Depositary has advised the Company that it is a limited-purpose trust company that was created to hold securities for its participating organizations (collectively, the "PARTICIPANTS" or the "DEPOSITARY'S PARTICIPANTS") and to facilitate the clearance and settlement of transactions in such securities between Participants through electronic book-entry changes in accounts of its Participants. The Depositary's Participants include securities brokers and dealers (including the Initial Purchasers), banks and trust companies, clearing corporations and certain other organizations. Access to the Depositary's system is also available to other entities such as banks, brokers, dealers and trust companies (collectively, the "INDIRECT PARTICIPANTS" or the "DEPOSITARY'S INDIRECT PARTICIPANTS") that clear through or maintain a custodial relationship with a Participant, either directly or indirectly. Persons who are not Participants may beneficially own securities held by or on behalf of the Depositary only thorough the Depositary's Participants or the Depositary's Indirect Participants.

The Company expects that, pursuant to procedures established by the Depositary, (i) upon deposit of the Global Notes, the Depositary will credit the accounts of Participants designated by the Exchange Agent with portions of the principal amount of the Global Notes and (ii) ownership of the Notes evidenced by the Global Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by the Depositary (with respect to the interests of the Depositary's Participants), the Depositary's Participants and the Depositary's Indirect Participants. Prospective

purchasers are advised that the laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer Notes evidenced by the Global Notes will be limited to such extent. For certain other restrictions on the transferability of the Notes, see "Notice to Investors."

Beneficial interests in the one Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in another Global Note only upon receipt by the Trustee of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with the Indenture and with the Securities Act and any applicable securities laws of any state of the United States or any other jurisdiction. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a beneficial interest in another Global Note will, upon transfer, cease to be a beneficial interest in such Global Note and become a beneficial interest in the other Global Note and accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such a beneficial interest.

So long as the Global Note Holder is the registered owner of any Notes, the Global Note Holder will be considered the sole Holder under the Indenture of any Notes evidenced by the Global Notes. Beneficial owners of Notes evidenced by the Global Notes will not be considered the owners or Holders thereof under the Indenture for any purpose, including with respect to the giving of any directions, instructions or approvals to the Trustee thereunder. Neither the Company nor the Trustee will have any responsibility or liability for any aspect of the records of the Depositary or for maintaining, supervising or reviewing any records of the Depositary relating to the Notes.

Payments in respect of the principal of and premium, interest and Liquidated Damages, if any, on any Notes registered in the name of the Global Note Holder on the applicable record date will be payable by the Trustee to or at the direction of the Global Note Holder in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Company and the Trustee may treat the persons in whose names Notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving such payments. Consequently, neither the Company nor the Trustee has or will have any responsibility or liability for the payment of such amounts to beneficial owners of Notes. The Company believes, however, that it is currently the policy of the Depositary to immediately credit the accounts of the relevant Participants with such payments, in amounts proportionate to their respective holdings of beneficial interests in the relevant security as shown on the records of the Depositary. Payments by the Depositary's Participants and the Depositary's Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practice and will be the responsibility of the Depositary's Participants or the Depositary's Indirect Participants.

CERTIFICATED SECURITIES. Subject to certain conditions, any person having a beneficial interest in a Global Note may, upon request to the Trustee, exchange such beneficial interest for Notes in the form of Certificated Securities. Upon any such issuance, the Trustee is required to register such Certificated Securities in the name of, and cause the same to be delivered to, such person or persons (or the nominee of any thereof). All such certificated Notes will bear any applicable restrictive legends. In addition, if (i) the Company notifies the Trustee in writing that the Depositary is no longer willing or able to act as a depositary and the Company is unable to locate a qualified successor within 90 days or (ii) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of Notes in the form of Certificated Securities under the Indenture, then, upon surrender by the Global Note Holder of the Global Notes, Notes in such form will be issued to each person that the Global Note Holder and the Depositary identify as being the beneficial owner of the related Notes.

Neither the Company nor the Trustee will be liable for any delay by the Global Note Holder or the Depositary in identifying the beneficial owners of Notes and the Company and the Trustee may conclusively rely on, and will be protected in relying on, instructions from the Global Note Holder or the Depositary for all purposes.

SAME-DAY SETTLEMENT AND PAYMENT. The Indenture will require that payments in respect of the Notes represented by the Global Notes (including principal, premium, interest and Liquidated

Damages, if any) be made by wire transfer of immediately available funds to the accounts specified by the Global Note Holder. With respect to Certificated Securities, the Company will make all payments of principal, premium, interest and Liquidated Damages, if any, by wire transfer of immediately available funds to the accounts specified by the Holders thereof or, if no such account is specified, by mailing a check to each such Holder's registered address.

The Notes represented by the Global Notes are expected to trade in the Depositary's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by the Depositary to be settled in immediately available funds. The Company expects that secondary trading in the Certificated Securities will also be settled in immediately available funds.

CERTAIN DEFINITIONS

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"ACQUIRED DEBT" means, with respect to any specified Person, (i) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, including, without limitation, Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person, and (ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"AFFILIATE" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; PROVIDED that beneficial ownership of 10% or more of the voting securities of a Person shall be deemed to be control.

"ASSET SALE" means (i) the sale, lease, conveyance or other disposition of any assets or rights (including, without limitation, by way of a sale and leaseback), excluding sales and dispositions of services and ancillary products in the ordinary course of business (PROVIDED that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "--Change of Control" and/or the provisions described above under the caption "--Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant), and (ii) the issue or sale by the Company or any of its Subsidiaries of Equity Interests of any of the Company's Subsidiaries, in the case of either clause (i) or (ii), whether in a single transaction or a series of related transactions (a) that have a fair market value in excess of $5.0 million or (b) for net proceeds in excess of $5.0 million. Notwithstanding the foregoing, the following will be deemed not to be Asset Sales: (i) a transfer of assets by the Company to a Restricted Subsidiary or by a Restricted Subsidiary to the Company or to another Restricted Subsidiary; (ii) an issuance of Equity Interests by a Wholly Owned Restricted Subsidiary to the Company or to another Wholly Owned Restricted Subsidiary; (iii) a Restricted Payment that is permitted by the covenant described above under the caption "--Restricted Payments;" (iv) the disposition of obsolete, worn out or excess equipment; and (v) the sale or other disposition of the Company's Equity Interests in Supercanal or Conecel.

"CAPITAL LEASE OBLIGATION" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

"CAPITAL STOCK" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents

(however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"CASH EQUIVALENTS" means (i) any evidence of Indebtedness issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition, (ii) certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any domestic commercial bank having capital and surplus in excess of $250.0 million and a Thompson Bank Watch Rating of "B" or better, or whose short-term debt has the highest rating obtainable from Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Corporation ("S&P"), (iii) any money market deposit account issued or offered by a domestic commercial bank having capital and surplus in excess of $250.0 million and a Thompson Bank Watch Rating of "B" or better, or whose short-term debt has the highest rating obtainable from Moody's or S&P, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (i) and (ii) above entered into with any financial institution meeting the qualifications specified in clause (ii) above, and (v) commercial paper having the highest rating obtainable from Moody's or S&P, and in each case maturing within one year after the date of acquisition.

"CHANGE OF CONTROL" means the occurrence of any of the following: (i) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole to any "person" (as such term is used in Section 13(d)(3) of the Exchange Act) other than the Principals or any Wholly Owned Restricted Subsidiary of the Company; (ii) the adoption of a plan relating to the liquidation or dissolution of the Company; (iii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than the Principals, becomes the "beneficial owner" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition), directly or indirectly, of more than 40% of the Voting Stock of the Company (measured by voting power rather than number of shares); or (iv) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors.

"CLOSING DATE" means February 4, 1998.

"CONSOLIDATED CASH FLOW" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, to the extent deducted in computing such Consolidated Net Income, (i) an amount equal to any extraordinary, nonrecurring or unusual loss or charge plus any net loss realized in connection with an Asset Sale, (ii) provision for taxes based on income or profits (less the tax effect attributable to minority interests), (iii) consolidated interest expense (net of interest income) whether paid or accrued and whether or not capitalized (including, without limitation, prepayment penalties, premiums on Indebtedness, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations), and (iv) depreciation and amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) in each case, on a consolidated basis and determined in accordance with GAAP. Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization of, a Restricted Subsidiary of a Person shall be added to Consolidated Net Income to compute Consolidated Cash Flow only to the extent (and in the same proportion) that the Net Income of such Restricted Subsidiary was included in calculating the

Consolidated Net Income of such Person and only if a corresponding amount would be permitted at the date of determination to be dividended to the Company by such Restricted Subsidiary without prior approval (that has not been obtained) pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its stockholders.

"CONSOLIDATED NET INCOME" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; PROVIDED that (i) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent Person or a Wholly Owned Restricted Subsidiary thereof, (ii) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (iii) the Net Income of any Person acquired in a pooling of interest transaction for any period prior to the date of such acquisition shall be excluded, (iv) the cumulative effect of a change in accounting principles shall be excluded, and (v) the Net Income (but not loss) of any Unrestricted Subsidiary shall be excluded, whether or not distributed to the Company or one of its Restricted Subsidiaries.

"CONSOLIDATED NET WORTH" means, with respect to any Person as of any date, the sum of (a) the consolidated equity of the common stockholders of such Person and its consolidated Restricted Subsidiaries as of such date, plus (b) the respective amounts reported on such Person's balance sheet as of such date with respect to any series of preferred stock (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such Person upon issuance of such preferred stock, less (i) all write-ups (other than write-ups resulting from foreign currency translations and write-ups of tangible assets of a going concern business made within 12 months after the acquisition of such business) subsequent to the Closing Date in the book value of any asset owned by such Person or a consolidated Restricted Subsidiary of such Person, (ii) all investments as of such date in unconsolidated Subsidiaries and in Persons that are not Restricted Subsidiaries and (iii) all unamortized debt discount and expense and unamortized deferred charges as of such date, in each case determined in accordance with GAAP.

"CONTINUING DIRECTORS" means, as of any date of determination, any member of the Board of Directors of the Company who (i) was a member of such Board of Directors on the Closing Date or (ii) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"CREDIT FACILITY" means that certain credit agreement, dated as of June 9, 1997, by and among the Company, certain Subsidiaries of the Company named therein, the lenders party thereto and BankBoston, N.A., as Agent, and all agreements ancillary thereto, as such credit agreement and ancillary agreements may be amended, restated, extended, modified, renewed, refunded, replaced, substituted, restructured or refinanced in whole or in part from time to time (including, without limitation, any successive renewals, extensions, substitutions, refinancings, restructurings, replacements, supplements or modifications of the foregoing), whether with the present lenders or any other lenders.

"DEFAULT" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"DESIGNATED SENIOR DEBT" means (i) any Indebtedness now or hereafter outstanding under the Credit Facility and (ii) any other Senior Debt permitted under the Indenture the principal amount of which is $10.0 million or more and that has been designated by the Company as "Designated Senior Debt."

"DISQUALIFIED STOCK" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the Holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature.

"EQUITY INTERESTS" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"EXISTING INDEBTEDNESS" means Indebtedness in existence on the Closing Date, until such Indebtedness is repaid.

"FIXED CHARGES" means, with respect to any Person for any period, the sum, without duplication, of (i) the consolidated interest expense (net of interest income) of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations), (ii) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period, (iii) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries (whether or not such Guarantee or Lien is called upon) and (iv) the product of (a) all dividend payments, whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries held by Persons other than the Company or a Wholly Owned Restricted Subsidiary of the Company, other than dividend payments on Equity Interests payable solely in Equity Interests of the Company, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP.

"FIXED CHARGE COVERAGE RATIO" means with respect to any Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person and its Restricted Subsidiaries for such period. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, Guarantees or redeems any Indebtedness (other than revolving credit borrowings) or issues preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee or redemption of Indebtedness, or such issuance or redemption of preferred stock, as if the same had occurred at the beginning of the applicable four-quarter reference period. In addition, for purposes of making the computation referred to above, (i) acquisitions that have been made by the Company or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be deemed to have occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period shall be calculated without giving effect to clause (iii) of the proviso set forth in the definition of Consolidated Net Income, (ii) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded and (iii) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the referent Person or any of its Restricted Subsidiaries following the Calculation Date.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public

Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"GUARANTEE" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness.

"HEDGING OBLIGATIONS" means, with respect to any Person, the obligations of such Person under (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements and (ii) other agreements or arrangements designed to protect such Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"INDEBTEDNESS" means, with respect to any Person, (i) any indebtedness of such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances or representing Capital Lease Obligations or the balance deferred and unpaid of the purchase price of any property or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, (ii) all indebtedness of others secured by a Lien on any asset of such Person (whether or not such indebtedness is assumed by such Person) and (iii) to the extent not otherwise included, the Guarantee by such Person of any indebtedness of any other Person.

Notwithstanding the foregoing, none of the following shall constitute Indebtedness: (i) indebtedness arising from agreements providing for non-competition payments, earn-out payments, indemnification or adjustment of purchase price or from guarantees securing any obligations of the Company or any of its Subsidiaries pursuant to such agreements, incurred or assumed in connection with the acquisition or disposition of any business, assets or Subsidiary of the Company, other than guarantees or similar credit support by the Company or any of its Subsidiaries of indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; (ii) any trade payables and other accrued current liabilities incurred in the ordinary course of business as the deferred purchase price of property; (iii) obligations arising from Guarantees to suppliers, lessors, licensees, contractors, or customers incurred in the ordinary course of business; (iv) obligations (other than express Guarantees of indebtedness for borrowed money) in respect of Indebtedness of other Persons arising in connection with (A) the sale or discount of accounts receivable, (B) trade acceptances and (C) endorsements of instruments for deposit in the ordinary course of business; (v) obligations in respect of performance bonds provided by the Company or its Subsidiaries in the ordinary course of business; (vi) obligations arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, PROVIDED, HOWEVER, that such obligation is extinguished within two business days of its incurrence; and (vii) any obligations under workers' compensation laws and other similar legislation.

"INVESTMENTS" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees of Indebtedness or other obligations), advances or capital contributions (excluding payroll, commission, travel and similar advances to officers and employees made in the ordinary course of business and excluding advances to customers or joint venture partners of the Company or any Restricted Subsidiary in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. "Investment" shall exclude extensions of trade credit by the Company and its Restricted Subsidiaries on commercially reasonable terms in accordance with such Person's normal trade practices.

If the Company or any Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "--Restricted Payments."

"LIEN" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"NET INCOME" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (a) any Asset Sale or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries and (ii) any extraordinary or nonrecurring gain (but not loss), together with any related provision for taxes on such extraordinary or nonrecurring gain or loss.

"NET PROCEEDS" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, and sales commissions) and any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"NON-RECOURSE DEBT" means Indebtedness: (i) as to which neither the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise); and (ii) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness (other than the Notes being offered hereby) of the Company or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.; and (iii) as to which the lenders will not have any recourse to the stock or assets of the Company or any of its Restricted Subsidiaries.

"OBLIGATIONS" means all principal of and premium, interest (including interest accruing after the filing of a petition initiating any proceeding under any state, federal or foreign bankruptcy or insolvency laws, whether or not allowable as a claim in such proceedings), penalties, fees, indemnifications, reimbursements, gross-ups, damages and other liabilities payable under the documentation governing any Indebtedness.

"PERMITTED INVESTMENTS" means (i) any Investment in the Company or in a Restricted Subsidiary of the Company; (ii) any Investment in Cash Equivalents; (iii) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment (a) such Person becomes a Restricted Subsidiary of the Company or (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company; (iv) any Restricted Investment made as a

result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "--Repurchase at the Option of Holders--Asset Sales;" (v) any Investment acquired solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company; (vi) loans or advances to employees made in the ordinary course of business of the Company or such Restricted Subsidiary; (vii) stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Company or any Restricted Subsidiary or in satisfaction of judgments; (viii) Guarantees permitted to be made pursuant to the covenant "Incurrence of Indebtedness and Issuance of Preferred Stock"; (ix) Investments in securities of trade creditors received in settlement of obligations or pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any creditors of customers; (x) Hedging Obligations; and (xi) any Investment existing on the date of the Indenture.

"PERMITTED JUNIOR SECURITIES" means Equity Interests in the Company or debt securities that are subordinated to all Senior Debt and any debt securities issued in exchange for Senior Debt to substantially the same extent as, or to a greater extent than, the Notes are subordinated to Senior Debt pursuant to Article 10 of the Indenture.

"PERMITTED LIENS" means (i) Liens securing Senior Debt of the Company and its Restricted Subsidiaries that was permitted by the terms of the Indenture to be incurred; (ii) Liens in favor of the Company or any of its Restricted Subsidiaries; (iii) Liens on property of a Person existing at the time such Person is merged into or consolidated with the Company or any Restricted Subsidiary of the Company; PROVIDED that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company; (iv) Liens on property existing at the time of acquisition thereof by the Company or any Restricted Subsidiary of the Company, PROVIDED that such Liens were in existence prior to the contemplation of such acquisition; (v) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business; (vi) Liens existing on the Closing Date; (vii) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, PROVIDED that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefore; (viii) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company with respect to obligations that do not exceed $5.0 million at any one time outstanding and that (a) are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business) and (b) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by the Company or such Restricted Subsidiary; (ix) statutory Liens or landlords', carriers', warehousemen's, mechanics', suppliers' or similar Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company; (x) easements, minor title defects, irregularities in title or other charges or encumbrances on property not interfering in any material respect with the use of such property by the Company or a Restricted Subsidiary of the Company; (xi) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which the Company or any Restricted Subsidiary is a party; (xii) Liens securing industrial revenue bonds or other tax-favored financing; (xiii) deposit arrangements entered into in connection with acquisitions or in the ordinary course of business.

"PERMITTED REFINANCING INDEBTEDNESS" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Company or any of its Restricted Subsidiaries; PROVIDED that: (i) the principal amount (or accredit value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accredit value, if applicable), plus accrued interest on, the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith); (ii) such

Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity at least equal to the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; (iii) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and (iv) such Indebtedness is incurred either by the Company or by the Restricted Subsidiary that is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"PRINCIPALS" means (a) the estate of Jorge L. Mas, Jorge Mas and any spouse or lineal descendant of Jorge L. Mas or Jorge Mas or any spouse of any such lineal descendant and (b) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding an 80% or more controlling interest of which consist of the Persons referred to in clause (a).

"RESTRICTED INVESTMENT" means an Investment other than a Permitted Investment.

"RESTRICTED SUBSIDIARY" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"SENIOR DEBT" of a Person means (i) all Indebtedness of such Person outstanding under the Credit Facility and all Hedging Obligations with respect thereto, whether outstanding on the date of the Indenture or thereafter incurred, (ii) any other Indebtedness of such Person permitted to be incurred under the terms of the Indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is subordinated in right of payment to any Senior Debt of such Person and (iii) all Obligations of such Person with respect to the foregoing. Notwithstanding anything to the contrary in the foregoing, Senior Debt of a Person will not include (a) any liability for federal, state, local or other taxes owed or owing by such Person, (b) any Indebtedness of such Person to any of its Subsidiaries or other Affiliates, (c) any trade payables or (d) any Indebtedness that is incurred in violation of the Indenture.

"SIGNIFICANT SUBSIDIARY" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Act, as such Regulation is in effect on the date hereof.

"STATED MATURITY" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"SUBSIDIARY" means, with respect to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"UNRESTRICTED SUBSIDIARY" means (i) any Subsidiary that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution, but only to the extent that such Subsidiary: (a) is not party to any agreement, contract, arrangement or understanding with the Company or any

Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are no less favorable, in any material respect, to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company; (b) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (1) to subscribe for additional Equity Interests or (2) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; (c) has not guaranteed or otherwise has not obligated itself directly or indirectly to provide credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries; and (d) has no Indebtedness other than Non-Recourse Debt.

"VOTING STOCK" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"WEIGHTED AVERAGE LIFE TO MATURITY" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (ii) the then outstanding principal amount of such Indebtedness.

"WHOLLY OWNED RESTRICTED SUBSIDIARY" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person and one or more Wholly Owned Restricted Subsidiaries of such Person.

CERTAIN FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of certain United States federal income and estate tax consequences to U.S. Holders and Non-U.S. Holders of owning and disposing of the Notes. Hereinafter, the terms "U.S. Holder" and "Non-U.S. Holder" refer, respectively, to holders of Notes that are or are not classified as United States persons for United States federal income and estate tax purposes.

This discussion does not deal with all aspects of United States federal income and estate taxation that may be relevant to holders of Notes and does not deal with tax consequences arising under the laws of any foreign, state or local jurisdiction. It is, moreover, based upon the provisions of existing law on the date hereof, including, in particular, the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations promulgated thereunder and other administrative and judicial interpretations thereof, all of which are subject to change at any time, with or without retroactive effect. Provisions of existing law are also unclear in certain respects. This discussion does not address the tax consequences to subsequent purchasers of Notes and is limited to purchasers who hold the Notes as capital assets, within the meaning of section 1221 of the Code. This discussion also does not address the tax consequences to Non-U.S. Holders that are subject to United States federal income tax on a net basis on income realized with respect to a Note because such income is effectively connected with the conduct of a United States trade or business. Such Non-U.S. Holders are generally taxed in a similar manner to U.S. Holders, but certain special rules do apply. Moreover, this discussion is for general information only and does not address all of the tax consequences that may be relevant to particular initial purchasers in light of their personal circumstances or to certain types of initial purchasers (such as certain financial institutions, insurance companies, tax-exempt entities, dealers in securities or persons who have hedged the risk of owning a Note).

PROSPECTIVE PURCHASERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE APPLICABILITY OF ANY FEDERAL TAX LAWS OR ANY STATE, LOCAL OR FOREIGN TAX LAWS, AND ANY CHANGES (OR PROPOSED CHANGES) IN APPLICABLE TAX LAWS OR INTERPRETATIONS THEREOF.

U.S. HOLDERS

INTEREST ON NOTES. Interest on a Note will be taxable to a U.S. Holder as ordinary interest income in accordance with the U.S Holder's method of tax accounting at the time that such interest is accrued or (actually or constructively) received.

DISPOSITION OF NOTES. In general, a U.S. Holder of a Note will recognize gain or loss upon the sale, redemption, retirement or other disposition of the Note measured by the difference between the amount of cash and fair market value of other property received (except to the extent attributable to the payment of accrued interest) and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note generally will equal the cost of the Note to the U.S. Holder, less any principal payments received by such U.S. Holder with respect to the Note. Any portion of the amount realized on the sale or other disposition of a Note that represents accrued but unpaid interest will be treated as a payment of such interest. The gain or loss on such disposition of Notes will be a long-term capital gain or loss taxed at lower rates than items of ordinary income if Notes have been held as capital assets for more than one year but not more than 18 months (28%) or 18 months (20%) at the time of such disposition and short-term capital gain or loss if the Notes have been held for not more than 12 months.

NON-U.S. HOLDERS

PAYMENT OF INTEREST. A Non-U.S. Holder will not be subject to United States federal income tax by withholding or otherwise on the accrual (or payment) of interest on a Note (provided that the beneficial owner of the Note fulfills the statement requirements set forth in applicable Treasury Regulations on Form W-8 or a substitute Form W-8 (or a successor form)) unless (A) such Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote, or (B) such interest is effectively connected with the conduct of a trade or business by the Non-U.S. Holder in the United States. A Non-U.S. Holder that is not exempt from tax under such rules will be subject to United States federal income tax withholding (provided Form 4224 is properly provided) at a rate of 30% unless the interest is effectively connected with the conduct of a United States trade or business.

GAIN ON DISPOSITION OF NOTES. A Non-U.S. Holder will not be subject to United States federal income tax by withholding or otherwise on gain realized on the disposition of a Note unless (i) in the case of a Non-U.S. Holder who is an individual, such Non-U.S. Holder is present in the United States for a period or periods aggregating 183 days or more during the taxable year of the disposition (in which case such individual may be taxed as a U.S. Holder) and certain other conditions are met, or (ii) the gain is effectively connected with the conduct of a trade or business by the Non-U.S. Holder in the United States.

EFFECTIVELY CONNECTED INCOME. To the extent that interest income or gain on the disposition of Notes is effectively connected with the conduct of a trade or business of the Non-U.S. Holder in the United States, such income will be subject to United States federal income tax at the same rates generally applicable to United States persons. Additionally, in the case of a non-U.S. Holder which is a corporation, such effectively connected income may be subject to the United States branch profits tax at the rate of 30% (or lower treaty rates).

ESTATE TAX. Notes held at the time of death by an individual Non-U.S. Holder will not be subject to United States federal estate tax, provided that at such time, (i) such holder did not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote, and (ii) the Notes were not held in connection with such holder's trade or business in the United States.

TREATIES. Applicable treaties between the United States and a country in which a Non-U.S. Holder is a resident may alter the tax consequences described above.

NEW FINAL WITHHOLDING REGULATIONS. The Treasury Department recently promulgated final regulations regarding the withholding rules described above and backup withholding and information reporting rules described below that are applicable to Non-U.S. Holders ("New Final Withholding Regulations"). In general, the New Final Withholding Regulations do not significantly alter the substantive withholding and information reporting requirements but rather unify current certification procedures and forms and clarify reliance standards. The New Final Withholding Regulations are generally effective for payments made after December 31, 1998, subject to certain transition rules.

INFORMATION REPORTING AND BACKUP WITHHOLDING

In addition to the withholding rules described above, interest and payments of proceeds from the disposition by certain non-corporate holders of the Notes may be subject to backup withholding at a rate of 31%. Such a U.S. Holder generally will be subject to backup withholding at a rate of 31% unless the recipient of such payment supplies an accurate taxpayer identification number, as well as certain other information, or otherwise establishes, in the manner prescribed by law, an exemption from backup withholding. Any amount withheld under backup withholding is allowable as a credit against the U.S. Holder's federal income tax, upon furnishing the required information.

Generally, backup withholding of United States federal income tax at a rate of 31% and information reporting may apply to payments of principal, interest and premium (if any) to Non-U.S. Holders that are not "Exempt Recipients" and that fail to provide certain information as may be required by United States law and applicable regulations. Under currently effective United States Treasury regulations, the payment of the proceeds of the disposition of the Notes to or through the United States office of a broker will be subject to information reporting and backup withholding at a rate of 31% unless the owner certifies its status as a Non-U.S. Holder under penalties of perjury or otherwise establishes an exemption. The proceeds of the disposition by a Non-U.S. Holder of the Notes to or through a foreign office of a broker generally will not be subject to backup withholding. However, if such broker is a U.S. person, a controlled foreign corporation for United States tax purposes, or a foreign person 50% or more of whose gross income from all sources for a specified three-year period is from activities that are effectively connected with a United States trade or business, information reporting will apply unless such broker has documentary evidence (other than merely a foreign address) in its files of the owner's status as a Non-U.S. Holder and has no actual knowledge to the contrary. Both backup withholding and information reporting will apply to the proceeds from such dispositions if the broker has actual knowledge that the payee is a U.S. Holder.

Holders should consult their tax advisors regarding the application of withholding tax, information reporting and backup withholding in their particular situation and the availability of an exemption therefrom, and the procedures for obtaining any such exemption including the impact of the New Final Withholding Regulations.

LIQUIDATED DAMAGES

As more fully described under "Description of Notes--Registration Rights; Liquidated Damages," the Company may be required to pay Liquidated Damages to U.S. Holders of the Notes. Although the matter is not free from doubt, the Company intends to take the position that a U.S. Holder of a Note should be required to report any Liquidated Damages as ordinary income for United States federal income tax purposes only at the time it accrues or is received in accordance with such holder's method of accounting. It is possible, however, that the Internal Revenue Service may take a different position, in which case the timing and amount of income may be different.

EXCHANGE OFFER

The exchange of Old Notes for New Notes pursuant to the Exchange Offer will have no United States federal income tax consequences to U.S. Holders of Old Notes and the holding period of the New Notes will include the holding period of the Old Notes and the basis of the New Notes will be the same as the basis of the Old Notes immediately before the exchange.

PLAN OF DISTRIBUTION

Each broker-dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of the New Notes. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes acquired as a result of market-making activities or other trading activities. The Company has agreed that it will make this prospectus available to any broker-dealer for use in connection with any such resale for a period of 180 days after the Expiration Date or until all participating broker-dealers have so resold.

The Company will not receive any proceeds from any sale of New Notes by broker-dealers. New Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concession from any such broker-dealer and/or the purchasers of any New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the Exchange Offer and any broker-dealer that participates in a distribution of New Notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any resale of New Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The Company has not entered into any arrangement or understanding with any person to distribute the New Notes to be received in the Exchange Offer, and to the best of the Company's information and belief, each person participating in the Exchange Offer is acquiring the New Notes in its ordinary course of business and has no arrangement or understanding with any person to participate in the distribution of the New Notes to be received in the Exchange Offer.

LEGAL MATTERS

The validity of the New Notes offered hereby will be passed upon for the Company by Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Miami, Florida.

EXPERTS

The consolidated balance sheets as of December 31, 1996 and 1995 and the consolidated statements of income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 1996, included and incorporated by reference in this Prospectus, have been included and incorporated herein in reliance on the report of Coopers & Lybrand, L.L.P., independent accountants, given on the authority of that Firm as experts in accounting and auditing.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors and
Stockholders of MasTec, Inc.
Miami, Florida

We have audited the accompanying consolidated balance sheets of MasTec, Inc. and subsidiaries as of December 31, 1996 and 1995, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of MasTec, Inc. and subsidiaries as of December 31, 1996 and 1995, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles.

COOPERS & LYBRAND L.L.P.

Miami, Florida
December 5, 1997

MASTEC, INC.

CONSOLIDATED STATEMENTS OF INCOME

(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)

	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1995	1996
Revenue	$ 142,583	$ 218,859	$ 534,068
Costs of revenue	105,451	158,598	394,497
Depreciation and amortization	5,545	8,178	13,686
General and administrative expenses	20,595	28,918	72,392
Operating income	10,992	23,165	53,493
Interest expense	3,846	5,306	11,940
Interest and dividend income	1,550	3,501	3,480
Special charges--real estate and investment write-downs	0	23,086	0
Other income, net	1,348	2,250	2,553
Income from continuing operations before equity in earnings (losses) of unconsolidated companies, provision (benefit) for income taxes and minority interest	10,044	524	47,586
Equity in earnings (losses) of unconsolidated companies	247	(300)	3,040
Provision (benefit) for income taxes	2,058	(1,115)	14,665
Minority interest	0	161	93
Income from continuing operations	8,233	1,500	36,054
Discontinued operations:			
Income (loss) from discontinued operations, (net of applicable income taxes)	825	38	(177)
Net gain on disposal of discontinued operations net of a provision of $6,405 for 1995 to write down related assets to realizable values and including operating losses during phase-out period, net of applicable income taxes	0	2,493	66
Net income	$ 9,058	$ 4,031	$ 35,943
Pro forma data(1):			
Income from continuing operations before equity in earnings (losses) of unconsolidated companies, pro forma provision for income taxes and minority interest	10,044	524	47,586
Equity in earnings (losses) of unconsolidated companies	247	(300)	3,040
Pro forma provision for income taxes(1)	3,541	148	17,492
Minority interest	0	161	93
Discontinued operations	825	2,531	(111)
Pro forma net income	$ 7,575	$ 2,768	$ 33,116
Weighted average shares outstanding(2)	25,487	25,440	26,499
Pro forma earnings per share(1)(2):			
Continuing operations	$ 0.26	$ 0.01	$ 1.25
Discontinued operations	0.03	0.10	0.00
	$ 0.29	$ 0.11	$ 1.25

	FOR THE NINE MONTHS ENDED SEPTEMBER 30,	
	1996	1997
	(UNAUDITED)	
Revenue	$ 355,842	$ 500,133
Costs of revenue	264,699	364,153
Depreciation and amortization	10,261	15,038
General and administrative expenses	47,603	63,101
Operating income	33,279	57,841
Interest expense	8,577	8,413
Interest and dividend income	3,192	1,350
Special charges--real estate and investment write-downs	0	0
Other income, net	1,640	1,685
Income from continuing operations before equity in earnings (losses) of unconsolidated companies, provision (benefit) for income taxes and minority interest	29,534	52,463
Equity in earnings (losses) of unconsolidated companies	1,789	2,277
Provision (benefit) for income taxes	9,945	16,708
Minority interest	(412)	(1,813)
Income from continuing operations	20,966	36,219
Discontinued operations:		

Income (loss) from discontinued operations, (net of applicable income taxes)	110	118
Net gain on disposal of discontinued operations net of a provision of $6,405 for 1995 to write down related assets to realizable values and including operating losses during phase-out period, net of applicable income taxes	66	0
Net income	$ 21,142	$ 36,337
Pro forma data(1):		
Income from continuing operations before equity in earnings (losses) of unconsolidated companies, pro forma provision for income taxes and minority interest	29,534	52,463
Equity in earnings (losses) of unconsolidated companies	1,789	2,277
Pro forma provision for income taxes(1)	11,143	19,303
Minority interest	(412)	(1,813)
Discontinued operations	176	118
Pro forma net income	$ 19,944	$ 33,742
Weighted average shares outstanding(2)	26,229	27,793
Pro forma earnings per share(1)(2):		
Continuing operations	$ 0.75	$ 1.21
Discontinued operations	0.01	0.00
	$ 0.76	$ 1.21

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(1) Provision for income taxes and net income have been adjusted to reflect a tax provision for companies which were previously S corporations.

(2) Amounts have been adjusted to reflect the three-for-two stock split declared on February 28, 1997 and shares issued in connection with two acquisitions accounted for under the pooling of interest method.

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

MASTEC, INC.

CONSOLIDATED BALANCE SHEETS

(IN THOUSANDS)

	DECEMBER 31,		SEPTEMBER 30,
	1995	1996	1997
			(UNAUDITED)
ASSETS			
Current assets:			
Cash and cash equivalents	$ 3,084	$ 10,989	$ 2,588
Accounts receivable--net and unbilled revenue	57,825	318,967	294,446
Notes receivable	27,505	29,549	682
Inventories	3,600	5,737	9,685
Other current assets	28,020	35,529	29,265
Total current assets	120,034	400,771	336,666
Property and equipment--at cost	68,152	95,467	119,208
Accumulated depreciation	(17,580)	(28,290)	(39,242)
Property and equipment--net	50,572	67,177	79,966
Investments in unconsolidated companies	14,847	30,209	63,125
Other assets	5,819	12,997	59,544
TOTAL ASSETS	$ 191,272	$ 511,154	$ 539,301
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current maturities of debt	$ 28,842	$ 39,916	$ 33,662
Accounts payable	21,675	166,993	128,070
Other current liabilities	16,489	28,651	41,745
Total current liabilities	67,006	235,560	203,477
Other liabilities	14,826	33,593	40,691
Long-term debt	39,201	125,018	120,956
Convertible subordinated debentures	9,625	0	0
Total long-term debt	48,826	125,018	120,956
Commitments and contingencies			
Stockholders' equity:			
Common stock	2,780	2,780	2,806
Capital surplus	134,186	149,083	97,160
Retained earnings	15,636	49,070	80,595
Accumulated translation adjustments	1	(802)	(1,553)
Treasury stock	(91,989)	(83,148)	(4,831)
Total stockholders' equity	60,614	116,983	174,177
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 191,272	$ 511,154	$ 539,301

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

MASTEC, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE THREE YEARS ENDED DECEMBER 31, 1996 AND THE NINE MONTHS ENDED SEPTEMBER 30, 1997 (UNAUDITED)

(IN THOUSANDS)

	COMMON STOCK						
	ISSUED SHARES	AMOUNT	CAPITAL SURPLUS	RETAINED EARNINGS	ACCUMULATED TRANSLATION ADJUSTMENT	TREASURY STOCK	TOTAL
Balance December 31, 1993, as reported	10,250	$1,025	$ 0	$ 9,918	$ 0	$ 0	$ 10,943
Acquisitions accounted for as poolings of interest	1,371	137		5,315			5,452
Balance December 31, 1993	11,621	1,162		15,233			16,395
Net income				9,058			9,058
Distributions by Pooled Companies				(595)			(595)
Retained earnings of CT Group transferred to capital surplus			11,165	(11,165)			0
Equity acquired in reverse acquisition	16,185	1,618	122,969			(92,232)	32,355
Stock issuance costs for reverse acquisition			(18)				(18)
Stock issued to employees from treasury stock			(22)			96	74
Stock issued for debentures from treasury shares						1	1
Balance December 31, 1994	27,806	2,780	134,094	12,531		(92,135)	57,270
Net income				4,031			4,031
Distributions by Pooled Companies				(926)			(926)
Stock issued to 401(k) Retirement Savings Plan from treasury shares			92			146	238
Accumulated translation adjustment					1		1
Balance December 31, 1995	27,806	2,780	134,186	15,636	1	(91,989)	60,614
Net income				35,943			35,943
Distributions by Pooled Companies				(2,509)			(2,509)
Cumulative effect of translation					(803)		(803)
Stock issued from treasury stock for options exercised			48			523	571
Tax benefit for stock option plan			513				513
Stock issued from treasury stock for an acquisition			8,844			2,201	11,045
Stock issued for Debentures from treasury stock			5,492			6,117	11,609
Balance December 31, 1996	27,806	2,780	149,083	49,070	(802)	(83,148)	116,983
Distributions by Pooled Companies				(4,812)			(4,812)
Net Income				36,337			36,337
Cumulative effect of translation					(751)		(751)
Stock issued to employees from treasury stock			92			912	1,004
Stock issued for acquisitions	250	26	6,600				6,626
Stock issued for acquisitions from treasury stock			4,479			1,603	6,082
Stock issued from treasury stock			3,007				3,007
Stock issued for stock dividend from treasury stock			(75,802)			75,802	0
Tax benefit for poolings treated as asset sales for income tax purposes			9,701				9,701
Balance September 30, 1997	28,056	$2,806	$ 97,160	$ 80,595	$ (1,553)	$ (4,831)	$174,177

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

MASTEC, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(IN THOUSANDS)

	FOR THE YEARS ENDED DECEMBER 31,			FOR THE NINE MONTHS ENDED SEPTEMBER 30,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
Cash flows from operating activities:					
Net income	$ 9,058	$ 4,031	$ 35,942	$ 21,142	$ 36,337
Adjustments to reconcile net income to net cash provided by operating activities:					
Minority interest	0	(161)	(93)	412	1,813
Depreciation and amortization	5,545	8,178	13,686	10,261	15,038
Equity in (earnings) losses of unconsolidated companies	(247)	300	(3,040)	(1,789)	(2,277)
Special charges--real estate and investments write downs	0	23,086	0	0	0
Gain on sale of assets	(609)	(2,823)	(365)	(205)	(632)
Stock issued to employees from treasury stock	74	0	0	0	0
Changes in assets and liabilities net of effect of acquisitions and divestitures:					
Accounts receivable--net and unbilled revenue	(10,241)	(24,760)	(13,057)	20,486	8,782
Inventories and other current assets	300	(2,207)	(2,574)	(5,742)	(924)
Other assets	452	(2,617)	(4,657)	(4,092)	(3,052)
Accounts payable	353	10,807	26,460	3,683	(25,976)
Income and deferred taxes	2,017	(8,338)	2,574	(1,111)	2,422
Other current liabilities	(3,161)	451	(9,151)	1,438	(884)
Net assets of discontinued operations	1,035	963	1,148	(195)	(389)
Other liabilities	(229)	1,032	(4,942)	1,405	(1,783)
Net cash provided by operating activities	4,347	7,942	41,931	45,693	28,475
Cash flows from investing activities:					
Capital expenditures	(6,028)	(17,202)	(8,386)	(7,359)	(17,171)
Cash acquired in acquisitions	6,585	148	1,130	999	1,702
Cash paid for acquisitions	(1,850)	(1,750)	(6,164)	(6,164)	(24,423)
Notes to stockholders	(3,570)	0	0	0	0
Distributions from unconsolidated companies	277	245	1,365	1,338	2,130
Investments in unconsolidated companies	0	(7,408)	(1,212)	(1,651)	(4,165)
Investments in notes receivable	0	(25,000)	0		
Repayment of notes receivable	0	443	1,273	440	1,345
Repayment of loans from stockholders	0	1,800	0	0	0
Net proceeds from sale of assets	664	24,269	9,404	9,000	9,788
Net cash used in investing activities	(3,922)	(24,455)	(2,590)	(3,397)	(30,794)
Cash flows from financing activities:					
Proceeds from revolving credit facilities	5,825	46,125	17,476	5,853	36,704
Other borrowings	0	10,200	28,888	3,200	1,728
Repayment of notes to stockholders	(500)	(2,500)	0	0	0
Debt repayments	(8,892)	(40,091)	(75,280)	(47,425)	(42,765)
Distribution by Pooled Companies	(595)	(926)	(2,509)	(1,821)	(4,812)

Net proceeds from common stock issued from treasury	0	238	792	178	4,011
Financing costs	0	(516)	0	0	(587)
Net cash (used in) provided by financing activities	(4,162)	12,530	(30,633)	(40,015)	(5,721)
Net (decrease) increase in cash and cash equivalents	(3,737)	(3,983)	8,708	2,281	(8,040)
Net effect of translation on cash	0	0	(803)	(20)	(361)
Cash and cash equivalents--beginning of period	10,804	7,067	3,084	3,084	10,989
Cash and cash equivalents--end of period	$ 7,067	$ 3,084	$ 10,989	$ 5,345	$ 2,588
Supplemental disclosures of cash flow information:					
Cash paid during the period for:					
Interest	$ 4,241	$ 5,302	$ 10,530	$ 8,013	$ 7,266
Income taxes	$ 1,731	$ 7,527	$ 12,867	$ 8,310	$ 10,437

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

MASTEC, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS--(CONTINUED)

(IN THOUSANDS)

Supplemental disclosure of non-cash investing and financing activities:

	FOR THE YEARS ENDED DECEMBER 31,			FOR THE NINE MONTHS ENDED SEPTEMBER 30,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
Acquisitions accounted for under purchase method of accounting:					
Fair value of assets acquired:					
Accounts receivable	$ 21,152	$ 167	$ 248,087	$ 245,940	$ 12,932
Inventories	7,913	0	2,980	2,980	193
Other current assets	0	67	12,661	10,114	853
Property and equipment	41,955	2,688	13,148	8,750	11,999
Investments in unconsolidated companies	0	0	9,373	9,373	0
Real estate and other assets	42,195	50	6,385	2,105	1,700
Total non-cash assets	113,215	2,972	292,634	279,262	27,677
Liabilities	51,547	71	162,928	160,990	10,873
Long-term debt	32,247	93	78,966	78,600	4,364
Total liabilities assumed	83,794	164	241,894	239,590	15,237
Net non-cash assets acquired	29,421	2,808	50,740	39,672	12,440
Cash acquired	6,585	148	1,130	999	1,702
Fair value of net assets acquired	36,006	2,956	51,870	40,671	14,142
Excess over fair value of assets acquired	0	0	4,956	4,956	17,624
Purchase price	$ 36,006	$2,956	$ 56,826	$ 45,627	$ 31,766
Note payable issued in acquisitions	$ 1,851	$ 800	$ 36,561	$ 36,965	$ 130
Cash paid and common stock issued for acquisitions	34,155	1,750	17,340	6,169	21,562
Contingent consideration	0	406	2,250	2,250	9,895
Acquisition costs	0	0	675	243	179
Purchase price	$ 36,006	$2,956	$ 56,826	$ 45,627	$ 31,766
Property acquired through financing arrangements	$ 2,989	$9,452	$ 8,550	$ 7,596	$ 413

Disposals:	
Assets sold:	
Accounts receivable	$ 2,158
Inventories	1,770
Other current assets	22
Property and equipment	1,832
Other assets	4
Total non-cash assets	5,786
Liabilities	1,878
Long-term debt	343
Total liabilities	2,221
Net non-cash assets sold	$ 3,565
Sale price	$ 12,350
Transaction costs	(521)
Note receivable	(450)
Net cash proceeds	$ 11,379

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

Supplemental disclosure of non-cash investing and financing activities:

During 1994, MasTec sold equipment in exchange for a note receivable for $631,000.

During 1994, MasTec issued $96,000 of Common Stock from treasury stock to its employees. Capital surplus was reduced by $22,000.

In 1995, the Company's purchase of a 33% interest in Supercanal was financed in part by the seller for $7 million. (See Note 2.)

During 1995, MasTec issued $146,000 of Common Stock from treasury stock for purchases made by The MasTec, Inc. 401(k) Retirement Savings Plan. Capital surplus was increased by $92,000.

In 1996, the Company issued approximately 198,000 shares of Common Stock for an acquisition. Common Stock was issued from treasury at a cost of $2.2 million.

In 1996, the Company converted $11.6 million of its 12% Convertible Subordinated Debentures into Common Stock. Common Stock was issued from treasury at a cost of $6.1 million. (See Note 6.)

In 1996, the Company's purchase of an additional 3% interest in a cable television operator was financed in part by the sellers for $2 million. (See Note 2.)

During 1996, MasTec issued $523,000 of Common Stock from treasury for stock option exercises. Capital surplus was increased by $48,000.

In 1997, the Company issued approximately 173,000 shares of Common Stock for domestic acquisitions. Common Stock was issued from treasury stock at a cost of approximately $1.4 million. (See Note 2 for non cash transactions related to MasTec Inepar.)

In July 1997, the Company converted a note receivable and accrued interest thereon totaling $29 million into stock of a company. (See Note 3.)

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

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

MasTec, Inc. (the "Company" or "MasTec") is one of the world's leading contractors specializing in the build-out of telecommunications infrastructure. The Company's principal business consists of the design, installation and maintenance of the outside physical plant ("outside plant") for telephone and cable television communications systems, including the installation of aerial, underground and buried copper, coaxial and fiber optic cable networks and the construction of wireless antenna networks for telecommunications service companies such as local exchange carriers, competitive access providers, cable television operators, long-distance carriers, and wireless phone companies. The Company also installs central office equipment and designs, installs and maintains integrated voice, data and video local and wide area networks inside buildings ("inside wiring"). The Company believes it is the largest independent contractor providing telecommunications infrastructure construction services in the United States and Spain and one of the largest in Argentina, Chile and Peru.

The Company is able to provide a full range of infrastructure services to its telecommunications company customers. Domestically, the Company provides outside plant services to local exchange carriers such as BellSouth Telecommunications, Inc. ("BellSouth"), U.S. West Communications, Inc., SBC Communications, Inc., United Telephone of Florida, Inc. (a subsidiary of Sprint Corporation) and GTE Corp. At December 31, 1996, MasTec had 21 exclusive, multi-year service contracts ("master contracts") with regional bell operating companies ("RBOCs") and other local exchange carriers to provide all of their outside plant requirements up to a specific dollar amount per job and within certain geographic areas. Internationally, the Company provides through its wholly owned subsidiary Sistemas e Instalaciones de Telecomunicacion, S.A. ("Sintel") outside plant services, turn-key switching system installation and inside wiring services to Telefonica de Espana, S.A. ("Telefonica") under multi-year contracts similar to those in the U.S.

The Company was formed through the combination of Church & Tower and Burnup & Sims, two established names in the U.S. telecommunications construction services industry. On March 11, 1994, the shareholders of Church & Tower acquired 65% of the outstanding common stock of Burnup & Sims in a reverse acquisition (the "Burnup Acquisition"). Following the change in control, the senior management of Burnup & Sims was replaced by Church & Tower management and the name of Burnup & Sims was changed to "MasTec, Inc." Church & Tower is considered the predecessor company to MasTec and, accordingly, the results of Burnup & Sims subsequent to March 11, 1994 are included in the results of the Company.

In July and August 1997, Wilde Construction, Inc. and two related companies ("Wilde") and AIDCO, Inc. ("Aidco") and one related company were merged with and into the Company through an exchange of common stock. The mergers were accounted for as poolings of interest. Accordingly, the Company's consolidated financial statements include the results of Wilde and Aidco for all periods presented (see Note 2).

MANAGEMENT'S ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES--(CONTINUED)

PRINCIPLES OF CONSOLIDATION

The Consolidated Financial Statements include MasTec, Inc. and its subsidiaries. All material intercompany accounts and transactions have been eliminated. Certain prior year amounts have been reclassified to conform to the current presentation.

INTERIM FINANCIAL STATEMENTS

The consolidated financial statements of MasTec as of and for the nine months ending September 30, 1996, and 1997, presented herein, have been prepared by the Company without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. As a result, certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been omitted. The financial statements reflect all adjustments (consisting of only normal recurring adjustments) which, in the opinion of management, are necessary to present fairly the consolidated financial position of the Company as of September 30, 1997 and the results of its operations and cash flows for the nine months ended September 30, 1996 and 1997.

FOREIGN CURRENCY

The financial position and results of operations of the Company's foreign subsidiaries are measured using local currency as the functional currency. The Company translates foreign currency financial statements by translating balance sheet accounts at the exchange rate on the balance sheet date and income statement accounts at the average exchange rate for the period. Translation gains and losses are recorded in stockholders' equity, and transaction gains and losses are reflected in income.

REVENUE RECOGNITION

Revenue and related costs for short-term telecommunications construction projects are recognized as the projects are completed. Revenue generated by certain long-term construction contracts are accounted for by the percentage-of-completion method under which income is recognized based on the estimated stage of completion of individual contracts. Losses, if any, on such contracts are provided for in full when they become known. Billings in excess of costs and estimated earnings on uncompleted contracts are classified as current liabilities. Any costs in excess of billings are classified as current assets.

The Company also provides management, coordination, consulting and administration services for construction projects. Compensation for such services is recognized ratably over the term of the service agreement.

EARNINGS PER SHARE

Earnings per share is computed by dividing net income by the weighted average number of common and common equivalent shares during the period. Outstanding stock options are considered common stock equivalents and are included in the calculation using the treasury stock method.

The Company's Board of Directors declared a three-for-two stock split in the form of a stock dividend for stockholders of record on February 3, 1997 payable on February 28, 1997. All earnings per share amounts have been calculated as if the dividend had occurred on December 31, 1993.

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES--(CONTINUED)

In February 1997, the Financial Accounting Standards Board (the FASB) issued Statement of Financial Accounting Standards No. 128, EARNINGS PER SHARE (FAS 128). FAS 128 specifies new standards designed to improve the EPS information provided in financial statements by simplifying the existing computational guidelines, revising the disclosure requirements, and increasing the comparability of EPS data on an international basis. FAS 128 is effective for financial statements issued for periods ending after December 15, 1997, including interim periods. The Company does not believe it will have any material effect on its EPS calculation.

CASH AND CASH EQUIVALENTS

The Company considers all short-term investments with maturities of three months or less when purchased to be cash equivalents. The Company places its temporary cash investments with high credit quality financial institutions. At times, such investments may be in excess of the F.D.I.C. insurance limits. The Company has not experienced any loss to date on these investments.

INVENTORIES

Inventories (consisting principally of material and supplies) are carried at the lower of first-in, first-out cost or market.

PROPERTY AND EQUIPMENT, NET

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful life of the assets as follows: buildings and improvements--5 to 20 years, and machinery and equipment--3 to 7 years. Leasehold improvements are amortized over the shorter of the term of the lease or the estimated useful lives of the improvements. Expenditures for repairs and maintenance are charged to expense as incurred. Expenditures for betterments and major improvements are capitalized. The carrying amounts of assets sold or retired and related accumulated depreciation are eliminated in the year of disposal and the resulting gains and losses are included in income.

INVESTMENTS

The Company's investment in real estate located primarily in Florida, acquired in connection with the Burnup Acquisition, is stated at its estimated net realizable value. Investments in unconsolidated companies are accounted for following the equity method of accounting (see Note 2).

ACCRUED INSURANCE

The Company is self-insured for certain property and casualty and worker's compensation exposure and, accordingly, accrues the estimated losses not otherwise covered by insurance.

INCOME TAXES

The Company records income taxes using the liability method. Under this method, the Company records deferred taxes based on temporary taxable and deductible differences between the tax bases of the Company's assets and liabilities and their financial reporting bases. A valuation allowance is established when it is more likely than not that some or all of the deferred tax assets will not be realized.

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES--(CONTINUED)

RECENT ACCOUNTING PRONOUNCEMENTS

In June 1997, the FASB issued SFAS No. 130 "Reporting Comprehensive Income" which establishes standards for reporting and display of comprehensive income and its components (revenues, expenses, gains and losses) in a full set of general-purpose financial statements. This statement requires that an enterprise classify items of other comprehensive income by their nature in a financial statement and display the accumulated balance of other comprehensive income separately from retained earnings and additional paid-in capital in the equity section of a statement of financial position. This statement is effective for fiscal years beginning after December 15, 1997.

In June 1997, the FASB issued SFAS No. 131 "Disclosure about Segments of an Enterprise and Related Information" which establishes standards for public business enterprises to report information about operating segments in annual financial statements and requires those enterprises to report selected information about operating segments in interim financial reports issued to shareholders. It also establishes the standards for related disclosures about products and services, geographic areas, and major customers. This statement requires a public business enterprise report financial and descriptive information about its reportable operating segments. The financial information is required to be reported on the basis that it is used internally for evaluating segment performance and deciding how to allocate resources to segments. Operating segments are components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. This statement is effective for financial statements for periods beginning after December 15, 1997.

Management is currently evaluating the requirements of SFAS No. 130 and No. 131 and their applicability to the Company.

2. ACQUISITIONS AND INVESTING ACTIVITIES

INTERNATIONAL

Sistemas e Instalaciones de Telecomunicacion, S.A. ("Sintel")

On April 30, 1996, the Company purchased from Telefonica, 100% of the capital stock of Sistemas e Instalaciones de Telecomunicacion, S.A. ("Sintel"), a company engaged in telecommunications infrastructure construction services in Spain, Argentina, Chile, and Peru. In Argentina, Chile and Peru, the Company operates through unconsolidated joint ventures in which it holds interests ranging from 38% to 50%. The purchase price for Sintel was Spanish Pesetas ("Pesetas") 4.9 billion (US$39.5 million at the then exchange rate of 124 Pesetas to one U.S. dollar). An initial payment of Pesetas 650 million ($5.1 million) was made at closing. An additional Pesetas 650 million ($4.9 million) was paid on December 31, 1996, with the balance of the purchase price, Pesetas 3.6 billion (US$27.5 million), due in two equal installments on December 31, 1997 and 1998. Prior to April 30, 1996, as part of the terms of the purchase and sale agreement with Telefonica, Sintel sold certain buildings to Telefonica and Telefonica repaid certain tax credits and made a capital contribution to Sintel collectively referred to as the "Related Transactions". The total proceeds from the Related Transactions were approximately $41 million. The assets and liabilities resulting from the acquisition are disclosed in the supplemental schedule of non-cash investing and financing activities in the Consolidated Statements of Cash Flows. The Sintel acquisition gives the Company a significant international presence. See Note 9 regarding geographic information.

2. ACQUISITIONS AND INVESTING ACTIVITIES--(CONTINUED)

The following information presents the unaudited pro forma condensed results of operations for the years ended December 31, 1996 and 1995 as if the Company's acquisition of Sintel and the Related Transactions had occurred on January 1, 1995. The Sintel acquisition has been treated as a "purchase" as the term is used under generally accepted accounting principles. Management's preliminary estimate of fair value approximated that of the carrying value of the net assets acquired after reflecting a reserve for involuntary employee terminations of $12.4 million and deferred taxes of $4.3 million. At December 31, 1996, approximately $2.7 million remained outstanding related to the termination reserve. The pro forma results, which include adjustments to increase interest expense resulting from the debt incurred pursuant to the Sintel acquisition ($700,000 and $2.4 million for 1996 and 1995, respectively), offset by the reduction in interest and depreciation expenses resulting from the Related Transactions ($1 million and $4.4 million for 1996 and 1995, respectively) and a tax benefit at 35% for each period are presented for informational purposes only and are not necessarily indicative of the future results of operations or financial position of the Company or the results of operations or financial position of the Company had the Sintel acquisition and the Related Transactions occurred January 1, 1995.

	PRO FORMA RESULTS OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31,	
	1995	1996
	(IN THOUSANDS)	
Revenue	$ 474,361	$ 617,763
(Loss) income from continuing operations	(14,218)	36,423
Net (loss) income	(11,687)	36,312
Earnings (loss) per share:		
Continuing operations	$ (0.56)	$ 1.37
Discontinued operations	0.10	.00
Net (loss) income	$ (0.46)	$ 1.37

The pro forma results for the year ended December 31, 1996 and 1995, include special charges incurred by Sintel related to a restructuring plan of $1.4 million and $21.1 million, net of tax, respectively.

On July 31, 1997, the Company completed its acquisition of 51% of MasTec Inepar S/A-Sistemas de Telecomunicaoes, a newly formed Brazilian telecommunications infrastructure contractor, for $29.4 million in cash payable over eleven months and 250,000 shares of common stock. Goodwill related to this acquisition amounted to $12.1 million is included in other long-term assets and is being amortized over 15 years.

DOMESTIC

During 1996 and 1995, the Company completed certain other acquisitions which have also been accounted for under the purchase method of accounting and the results of operations have been included in the Company's consolidated financial statements from the respective acquisition dates. If the acquisitions had been made at the beginning of 1996 or 1995, pro forma results of operations would not have differed materially from actual results. Acquisitions made in 1996 were Carolina ComTec, Inc., a privately held company engaged in installing and maintaining voice, data and video networks and

2. ACQUISITIONS AND INVESTING ACTIVITIES--(CONTINUED)

Harrison-Wright Company Inc., one of the oldest telecommunications contractors in the southeastern United States. In 1995, the Company acquired Utility Line Maintenance, a privately held company engaged in the utility right of way clearance business.

In July 1997, the Company completed the acquisition of Wilde which provides telecommunications and cable television infrastructure services in Minnesota, North and South Dakota, Iowa, Nebraska and other bordering states. In August 1997, the Company completed the acquisition of Aidco, a company engaged in the installation and maintenance of voice, data and video local-area networks in the Western and Midwestern states. These acquisitions were consummated through stock-for-stock exchanges in which the Company issued approximately 1,371,000 shares of common stock. The Company has accounted for these mergers under the pooling of interest method. Accordingly, historical financial information has been restated to reflect the mergers as though they occurred as of the earliest period presented. These acquisitions are collectively referred to as the "Pooled Companies".

During the nine months ended September 30, 1997, the Company completed other acquisitions which have been accounted for under the purchase method of accounting and the results of operations of which have been included in the Company's condensed consolidated financial statements from the respective acquisition dates. If the acquisitions had been made at the beginning of 1997 or 1996, pro forma results of operations would not have differed materially from actual results. Acquisitions made in 1997 were Kennedy Cable Construction, Inc., GJS Construction Co. d/b/a Somerville Construction and Shanco Corporation, three contractors servicing multiple systems operators such as Time Warner, Marcus Cable Co. and Cox Communications in a number of states including Alabama, Arizona, Florida, Georgia, New Jersey, New York, North Carolina, South Carolina and Texas; and R.D. Moody and Associates, Inc., B&D Contractors of Shelby, Inc., Tele-Communications Corporation of Virginia, E.L. Dalton & Company, Inc., and R.D. Moody and Associates of Virginia, Inc., five telecommunications and utility contractors with operations primarily in the southeastern and southwestern United States.

Intangible assets of approximately $20 million resulting from domestic business acquisitions are included in other long-term assets and principally consist of the excess acquisition cost over the fair value of the net assets acquired (goodwill). Goodwill associated with domestic acquisitions is being amortized on a straight-line basis over a range of 15-20 years. The Company periodically reviews goodwill to assess recoverability.

2. ACQUISITIONS AND INVESTING ACTIVITIES--(CONTINUED)

Separate results of the Pooled Companies for the periods prior to the consummation of the combinations, including a pro forma adjustment for income taxes related to the Subchapter S status of certain Pooled Companies are as follows:

	MASTEC	POOLED COMPANIES	COMBINED
Year ended December 31, 1994			
Total revenue	$111,294	$31,289	$142,583
Net income	$ 6,633	$ 942	$ 7,575
Year ended December 31, 1995			
Total revenue	$174,583	$44,276	$218,859
Net (loss) income	$ (609)	$ 3,377	$ 2,768
Year ended December 31, 1996			
Total revenue	$472,800	$61,268	$534,068
Net income	$ 30,065	$ 3,051	$ 33,116
Nine months ended September 30, 1996			
Total revenue	$313,575	$42,267	$355,842
Net income	$ 19,606	$ 338	$ 19,944
Nine months ended September 30, 1997			
Total revenue	$456,203	$43,930	$500,133
Net income	$ 29,071	$ 4,671	$ 33,742

INVESTING ACTIVITIES

In July 1996, the Company contributed its 36% ownership interest in Supercanal, S.A., a cable television operator in Argentina, to a holding company. Concurrently, Multicanal, S.A., one of the leading cable television operators in Argentina, acquired a 20% interest in the holding company for approximately $17 million in cash. The Company's interest in the holding company was reduced to approximately 28.8% as a result of Multicanal's investment. At December 31, 1996, the Company's investment was $16.0 million.

In July 1995, the Company made a $25 million non-recourse term loan to Devono Company Limited, a British Virgin Islands corporation ("Devono"). The loan was collateralized by 40% of the capital stock of a holding company that owns 52.6% of the capital stock of Consorcio Ecuatoriano de Telecomunicaciones, S.A. ("Conecel"), one of two cellular phone operators in the Republic of Ecuador. In June 1997, the Company converted its loan and accrued interest into the stock of the holding company. In December 1997, the Company sold its investment for $20.0 million in cash and the right to receive Conecel non-voting stock upon a public offering by Conecel.

Goodwill related to the Company's investments in unconsolidated companies amounted to $38.3 million at September 30, 1997 and is being amortized over a period of 17-20 years.

3. ACCOUNTS RECEIVABLE--NET

Accounts receivable are net of an allowance for doubtful accounts of $1,404,000, $1,009,000 and $3,065,000 at December 31, 1994, 1995 and 1996, respectively. The Company recorded a provision for doubtful accounts of $268,000, $425,000 and $1,083,000 during 1994, 1995 and 1996, respectively. In addition, the Company recorded write-offs of $596,000, $683,000 and $77,000 during 1994, 1995 and 1996, respectively and in 1996 transferred from other accounts $883,000.

3. ACCOUNTS RECEIVABLE--NET--(CONTINUED)

Accounts receivable include retainage which has been billed but is not due until completion of performance and acceptance by customers, and claims for additional work performed outside original contract terms. Retainage aggregated $2.8 million and $4.1 million at December 31, 1995 and 1996, respectively.

4. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following as of December 31, 1995 and 1996 (in thousands):

	1995	1996
Land	$ 7,030	$ 7,583
Buildings and improvements	4,528	6,754
Machinery and equipment	55,002	77,254
Office furniture and equipment	1,592	3,876
	68,152	95,467
Less-accumulated depreciation	(17,580)	(28,290)
	$ 50,572	$ 67,177

5. DEBT

Debt is comprised of the following (in thousands):

	AT DECEMBER 31,		AT SEPTEMBER 30,
	1995	1996	1997
Revolving Credit Facility at LIBOR plus 1.25% (6.93% at September 30, 1997)	$ 0	$ 0	$ 82,425
Fleet Credit Facility at LIBOR plus 2.00%-2.25% (7.75%-8.00% at December 31, 1995 and 7.75%-7.94% at December 31, 1996)	34,244	46,865	0
Revolving credit facility, at MIBOR plus 0.30% (7.00% at December 31, 1996 and 6.01% at September 30, 1997, due on November 1, 1998)	0	43,613	14,717
Other bank facilities, denominated in Spanish pesetas, at interest rates from 8.1% to 9.3% at December 31, 1996 and from 5.6% to 6.75% at September 30, 1997	0	11,048	16,887
Notes payable for equipment, at interest rates from 7.5% to 8.5% due in installments through the year 2000	20,261	28,607	14,694
Notes payable for acquisitions, at interest rates from 7% to 8% due in installments through February 2000	8,382	32,253	25,895
Real estate mortgage notes, at interest rates from 8.5% to 8.53%	2,531	2,548	0
12% Convertible Subordinated Debentures	12,250	0	0
Total debt	77,668	164,934	154,618
Less current maturities	(28,842)	(39,916)	(33,662)
Long term debt	$ 48,826	$ 125,018	$ 120,956

Not included in the preceding table at December 31, 1995 and 1996 is approximately $2.2 million and $1.9 million, respectively, in capital leases related to discontinued operations (see Note 13).

In June 1997, the Company obtained a $125 million revolving credit facility ("Revolving Credit Facility"), from a group of financial institutions led by BankBoston, N.A. maturing on June 9, 2000 to replace the Fleet Credit Facility and certain other domestic debt. As a result of the prepayment of the Fleet Credit Facility, deferred financing costs and a termination fee totaling $690,000 were expensed in the second quarter of 1997.

Additionally, the Company has several credit facilities denominated in Pesetas, one of which is a revolving credit facility with a wholly-owned finance subsidiary of Telefonica. Interest on this facility accrues at MIBOR (Madrid interbank offering rate) plus .30%. At December 31, 1996 and September 30, 1997, the Company had $82.1 million (11.3 billion Pesetas) and $55.8 million (8.3 billion Pesetas), respectively, of debt denominated in Pesetas, including $27.4 million and $24.2 million, respectively remaining under the acquisition debt incurred pursuant to the Sintel acquisition (see Note 2).

5. DEBT--(CONTINUED)

Debt agreements contain, among other things, restrictions on the payment of dividends and require the observance of certain financial covenants such as minimum levels of cash flow and tangible net worth.

In May 1996, the Company called its 12% Convertible Subordinated Debentures (the "Debentures") effective June 30, 1996. The Debentures were converted into Common Stock increasing the number of shares outstanding by 690,456.

At December 31, 1996 debt matures as follows:

1997	$ 39,916
1998	76,667
1999	9,717
2000	5,741
2001	4,548
after 2001	28,345
Total	$164,934

6. STOCK OPTION PLANS

The Company's only employee stock option plan currently in effect is the 1994 Stock Incentive Plan (the "1994 Plan"). However, options which were outstanding under the Company's 1976 and 1978 stock option plans at the time of the Burnup Acquisition remain outstanding in accordance with the terms of the respective plans. Approximately 49,200 shares have been reserved for and may still be issued in accordance with the terms of such plans. Compensation expense of $589,000 and $51,000 was recorded in 1996 and 1995, respectively, related to the 1976 plan. Shares underlying stock options and exercise prices have been adjusted to reflect the three-for-two stock split declared in 1997 by the Board of Directors.

The 1994 Plan authorizes the grant of options or awards of restricted stock up to 1,200,000 shares of the Company's Common Stock, of which 300,000 shares may be awarded as restricted stock. As of December 31, 1996, options to purchase 732,000 shares had been granted. Options become exercisable over a five year period in equal increments of 20% per year beginning the year after the date of grant and must be exercised within ten years from the date of grant. Options are issued with an exercise price no less than the fair market value of the Common Stock at the grant date.

The Company also adopted the 1994 Stock Option Plan for Non-Employee Directors (the "Directors' Plan"). The Directors' Plan authorized the grant of options to purchase up to 600,000 shares of the Company's Common Stock to the non-employee members of the Company's Board of Directors. Options to purchase 112,500 shares have been granted to Board members through 1996. The options granted become exercisable ratably over a three year period from the date of grant and may be exercised for a period of up to ten years beginning the year after the date of grant at an exercise price equal to the fair market value of such shares on the date the option is granted.

In addition, during 1994 options to purchase 150,000 shares of Common Stock at $3.83 per share were granted to a director outside the Directors' Plan in lieu of the Director's Plan and annual fees paid

6. STOCK OPTION PLANS--(CONTINUED)

to the director. Compensation expense of $42,500 in connection with the issuance of this option is being recognized annually over the five year vesting period. The options are exercisable ratably over a five year period beginning the year after the date of grant and may be exercised for a period of up to ten years beginning the year after the date of grant.

The following is a summary of all stock option transactions:

	SHARES	WEIGHTED AVG. EXERCISE PRICE	EXERCISE PRICE	WEIGHTED AVG. FAIR VALUE OF OPTIONS GRANTED
Outstanding December 31, 1994	407,700	$ 4.62	$ 0.10 - $ 5.29	
Granted	303,000	8.48	$ 6.83 - $ 8.92	$ 4.22
Exercised	(3,150)	5.29	$ 0.10 - $ 5.29	
Canceled	(32,250)	3.94	$ 0.10 - $ 8.92	
Outstanding December 31, 1995	675,300	6.11	$ 0.10 - $ 8.92	
Granted	306,000	16.96	$ 7.42 - $28.58	$ 9.23
Exercised	(81,600)	6.02	$ 0.10 - $ 8.92	
Canceled	(2,700)	5.29	$ 8.92 - $ 8.92	
Outstanding December 31, 1996	897,000	$ 9.81	$ 0.10 - $28.58	

The following table summarizes information about stock options outstanding at December 31, 1996:

	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
RANGE OF EXCERCISE PRICES	NUMBER OUTSTANDING AT 12/31/96	WTD. AVG. REMAINING CONTRACTUAL LIFE	WTD. AVG. EXERCISE PRICE	NUMBER EXERCISABLE AT 12/31/96	WTD. AVG. EXERCISE PRICE
0.10	17,850	6.4	$ 0.10	5,400	$ 0.10
1.33	21,000	6.4	1.33	9,570	1.33
3.83 - 5.29	281,250	7.2	4.51	85,470	4.51
6.68 - 8.92	368,400	8.7	8.28	38,700	8.83
21.25 - 28.58	208,500	9.6	21.38	0	0.00
0.10 - 28.58	897,000	8.3	$ 9.82	139,140	$ 5.32

6. STOCK OPTION PLANS--(CONTINUED)

As of December 31, 1996, the Company adopted the disclosure provisions of Financial Accounting Standards Board Statement No. 123, "Accounting for Stock-Based Compensation." Accordingly, the Company is required to disclose pro forma net income and earnings per share both for 1996 and 1995 as if compensation expense relative to the fair value of the options granted had been included in earnings. The fair value of each option grant was estimated using the Black-Scholes option-pricing model with the following assumptions used for grants in 1996 and 1995, respectively: a five year expected life for all years; volatility factors of 51% for both years; risk-free interest rates of 6.13% and 5.94%, respectively; and no dividend payments. Had compensation cost for the Company's options plans been determined and recorded consistent with FASB Statement No. 123, the Company's net income and earnings per share would have been reduced to the pro forma amounts as follows:

	1995	1996
Net income (loss):		
As reported, including pro forma tax adjustment	$ 2,671	$ 33,116
Pro forma	2,400	32,262
Earnings per share:		
As reported, including pro forma tax adjustment	$ 0.11	$ 1.25
Pro forma	$ 0.09	$ 1.22

The 1996 and 1995 pro forma effect on net income is not necessarily representative of the effect in future years because it does not take into consideration pro forma compensation expense related to grants made prior to 1995 and does not reflect a tax benefit related to the compensation expense as such benefit would be reflected directly in stockholders' equity given that the options are considered incentive stock options.

7. INCOME TAXES

On March 11, 1994, the Company became a taxable corporation and the effect of recognizing the change in tax status of approximately $435,000 is included in the provision for income taxes for the year ended December 31, 1994.

The provision (benefit) for income taxes consists of the following (in thousands):

	1994	1995	1996
Current:			
Federal	$2,177	$ 5,541	$ 9,896
Foreign			5,347
State and local	375	(284)	1,536
Total current	2,552	5,257	16,779
Deferred:			
Federal	(422)	(5,879)	(1,895)
State and local	(72)	(493)	(218)
Total deferred	(494)	(6,372)	(2,113)
Provision (benefit) for income taxes	2,058	(1,115)	14,666
Discontinued operations	552	135	(70)
Total	$2,610	$ (980)	$ 14,596

7. INCOME TAXES--(CONTINUED)

The tax effects of significant items comprising the Company's net deferred tax liability as of December 31, 1995 and 1996 are as follows (in thousands):

	1995	1996
Deferred tax assets:		
Accrued self insurance	$ 2,773	$ 3,050
Operating loss and tax credit carry forward	543	525
Accrual for disposal of discontinued operations	1,503	1,147
All other	2,708	4,774
Total deferred tax assets	7,527	9,496
Deferred tax liabilities:		
Property and equipment	5,873	5,817
Asset revaluations	2,604	5,462
All other	2,820	1,718
Total deferred tax liabilities	11,297	12,997
Valuation allowance	400	500
Net deferred tax liabilities	$ 4,170	$ 4,001

The net change in the valuation allowance for deferred tax assets in 1996 was an increase of $100,000. The change relates primarily to state capital losses generated in the current year which management believes will more likely than not be realized.

Deferred tax assets of $2,096,000 and $1,068,000 for 1996 and 1995, respectively, have been recorded in current assets in the accompanying consolidated financial statements.

A reconciliation of U.S. statutory federal income tax expense on the earnings from continuing operations is as follows:

	1994	1995	1996
U.S. statutory federal rate applied to pretax income	34 %	35 %	35 %
State and local income taxes	4	0	2
Effect of dividend exclusion	(2)	(49)	0
Change in tax status	(8)	0	0
Foreign loss producing no tax benefit	0	62	0
Adjustment of prior years' taxes	0	(46)	0
Change in federal statutory tax rate	0	82	0
Change in state tax filing status	0	(77)	0
Income from S corporations accounted for as poolings	(7)	(240)	(5)
Other	(1)	20	(1)
Provision (benefit) for income taxes	20 %	(213)%	31 %

No provision was made in 1996 for U.S. income taxes on the undistributed earnings of the foreign subsidiaries as it is the Company's intention to utilize those earnings in the foreign operations for an indefinite period of time or repatriate such earnings only when tax effective to do so. At December 31, 1996, undistributed earnings of the foreign subsidiaries amounted to $12.5 million. If the earnings of such foreign subsidiaries were not indefinitely reinvested, a deferred tax liability of $1.3 million would have been required.

7. INCOME TAXES--(CONTINUED)

The Internal Revenue Service (the "IRS") is currently examining the tax returns of Burnup & Sims for the fiscal years ended April 30, 1989 through April 30, 1993. The Company has filed a protest with the appellate level of the IRS regarding assessments made for the years 1989 through 1991. Adjustments, if any, as a result of this audit will be recorded as an adjustment to purchase accounting.

8. CAPITAL STOCK

The Company has authorized 50,000,000 shares of Common Stock. At December 31, 1996 and 1995, 27,805,849 shares of Common Stock were issued, 26,992,169 and 25,453,619 shares were outstanding (adjusted for the stock split and pooling transactions) (see Note 2), respectively, and 813,680 and 2,352,230 were held in treasury, at cost (after giving effect to the stock split paid in the form of a dividend from treasury stock), respectively.

At the date of the Burnup Acquisition, the Company transferred Church & Tower's previously reported undistributed earnings and profits of approximately $11,165,000 to capital surplus.

At December 31, 1996 and 1995, the Company had 5,000,000 shares of authorized but unissued preferred stock.

9. OPERATIONS BY GEOGRAPHIC AREAS

The Company's principal source of revenue is derived from telecommunications infrastructure construction services in the United States and Spain. The Company did not have significant international operations in 1995 or 1994, accordingly, geographic information for 1996 and subsequent is presented below:

	FOR THE YEAR ENDED DECEMBER 31,	FOR THE NINE MONTHS ENDED SEPTEMBER 30,	
	1996	1996	1997
Revenue			
Domestic	$ 345,913	$ 248,553	$309,787
International	188,155	107,289	190,346
Total	$ 534,068	$ 355,842	$500,133
Operating income			
Domestic	$ 33,760	$ 22,757	$ 42,760
International	19,733	10,522	15,081
Total	$ 53,493	$ 33,279	$ 57,841

	AT DECEMBER 31, 1996	AT SEPTEMBER 30, 1997
Identifiable assets		
Domestic	$ 147,065	$ 209,186
International	258,071	173,290
Corporate	106,018	156,825
Total	$ 511,154	$ 539,301

9. OPERATIONS BY GEOGRAPHIC AREAS--(CONTINUED)

There are no transfers between geographic areas. Operating income consists of revenue less operating expenses, and does not include interest expense, interest and other income, equity in earnings of unconsolidated companies, minority interest and income taxes. Domestic operating income is net of corporate general and administrative expenses. Identifiable assets of geographic areas are those assets used in the Company's operations in each area. Corporate assets include cash and cash equivalents, investments in unconsolidated companies, net assets of discontinued operations, real estate held for sale and notes receivable.

10. SIGNIFICANT CUSTOMERS AND CONCENTRATION OF CREDIT RISK

The Company derives a substantial portion of its revenue from providing telecommunications infrastructure services to Telefonica and to BellSouth. During 1994 and 1995, the Company derived revenue from BellSouth of approximately $48.3 million and $73.1 million, respectively. For the year ended December 31, 1996, approximately 31% and 13% of the Company's revenue was derived from services performed for Telefonica and BellSouth, respectively. Revenue generated by Sintel from Telefonica is included from May 1, 1996 (see Note 2). For the nine months ended September 30, 1996, the Company derived approximately 28% and 15% of its revenue from services performed for Telefonica and BellSouth, respectively. For the nine months ended September 30, 1997, approximately 27% and 13% of the Company's revenue was derived from services performed for Telefonica and BellSouth, respectively. Accounts receivable from the Company's two largest customers at December 31, 1995 and 1996 were $19.3 million and $194.2 million, respectively. Although the Company's strategic plan envisions diversification of its customer base, the Company anticipates that it will continue to be dependent on Telefonica and its affiliates and BellSouth for a significant portion of its revenue in the future.

11. COMMITMENTS AND CONTINGENCIES

In December 1990, Albert H. Kahn, a stockholder of the Company, filed a purported class action and derivative suit in Delaware state court against the Company, the then-members of its Board of Directors, and National Beverage Corporation ("NBC"), the Company's then-largest stockholder. The complaint alleges, among other things, that the Company's Board of Directors and NBC breached their respective fiduciary duties in approving certain transactions, including the distribution in 1989 to the Company's stockholders of all of the common stock of NBC owned by the Company and the exchange by NBC of shares of common stock of the Company for certain indebtedness of NBC to the Company. The lawsuit seeks to rescind these transactions and to recover damages in an unspecified amount.

In November 1993, Mr. Kahn filed a class action and derivative complaint against the Company, the then-members of its Board of Directors, Church & Tower, Inc. and Jorge L. Mas, Jorge Mas and Juan Carlos Mas, the principal shareholders of Church & Tower, Inc. The 1993 lawsuit alleges, among other things, that the Company's Board of Directors and NBC breached their respective fiduciary duties by approving the terms of the acquisition of the Company by the Mas family, and that Church & Tower, Inc. and its principal shareholders had knowledge of the fiduciary duties owed by NBC and the Company's Board of Directors and knowingly and substantially participated in the breach of these duties. The lawsuit also claims derivatively that each member of the Company's Board of Directors engaged in mismanagement, waste and breach of fiduciary duties in managing the Company's affairs prior to the acquisition by the Mas Family.

11. COMMITMENTS AND CONTINGENCIES--(CONTINUED)

The Company believes that the allegations in each of the lawsuits are without merit and intends to defend these lawsuits vigorously.

In August 1997, the Company settled its lawsuit with BellSouth arising from certain work performed by a subcontractor of the Company from 1991 to 1993 for nominal consideration.

In November 1997, Church & Tower filed a lawsuit against Miami-Dade County (the "County") in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida alleging breach of contract and seeking damages in connection with the County's refusal to pay amounts due to Church & Tower under a multi-year agreement to perform road restoration work for the Miami-Dade Water and Sewer Department ("MWSD"), a department of the County, and the County's wrongful termination of the agreement. The County has refused to pay amounts due to Church & Tower under the agreement until alleged overpayments under the agreement have been resolved. The County has also refused to award a new road restoration agreement for MWSD to Church & Tower, which was the low bidder for the new agreement. The Company believes that any amounts due to the County under the existing agreement are not material and may be recoverable in whole or in part from Church & Tower subcontractors who actually performed the work and whose bills were submitted directly to the County.

The Company is a party to other pending legal proceedings arising in the normal course of business, none of which the Company believes is material to the Company's financial position or results of operations.

In 1990, Trilogy Communications, Inc. filed suit against Excom Realty, Inc., a wholly owned subsidiary of the Company, for damages and declaratory relief. The Company counterclaimed for damages. On May 1, 1995, the Company settled its counterclaim for $1.3 million, which is recorded as other income in the accompanying consolidated financial statements.

In connection with certain contracts, the Company has signed certain agreements of indemnity in the aggregate amount of approximately $100.2 million, of which approximately $62.3 million relate to the uncompleted portion of contracts in process. These agreements are to secure the fulfillment of obligations and performance of the related contracts.

Federal, state and local laws and regulations govern the Company's operation of underground fuel storage tanks. The Company is in the process of removing, restoring and upgrading these tanks, as required by applicable laws, and has identified certain tanks and surrounding soil which will require remedial cleanups.

12. FAIR VALUE

For certain of the Company's financial instruments, including cash and cash equivalents, accounts and notes receivable, accounts payable and other liabilities, the carrying amounts approximate fair value due to their short maturities. Long-term floating rate notes are carried at amounts that approximate fair value.

The Company uses letters of credit to back certain insurance policies. The letters of credit reflect fair value as a condition of their underlying purpose and are subject to fees competitively determined in the market place.

12. FAIR VALUE--(CONTINUED)

The estimated fair values may not be representative of actual values of the financial instruments that could have been realized as of year end or that will be realized in the future.

13. DISCONTINUED OPERATIONS AND REAL ESTATE HELD FOR SALE

In the third quarter of 1995, the Company determined to concentrate its resources and better position itself to achieve its strategic growth objectives by disposing of all of the general products segment that the Company acquired as part of the Burnup Acquisition. These operations and assets include Southeastern Printing Company, Inc. ("Southeastern"), Lectro Products, Inc. ("Lectro") and Floyd Theatres, Inc. ("Floyd Theatres").

In March 1995, the Company sold the indoor theater assets of Floyd Theatres for approximately $11.5 million. A gain of $1.5 million, net of tax, resulted from this transaction in the first quarter of 1995. In August 1995, the Company sold the stock of Lectro for $11.9 million in cash and a note receivable of $450,000. A gain of $5.9 million, net of tax, was recorded in the third quarter of 1995 related to the sale of Lectro. In January 1997, the Company sold the assets of Southeastern at its carrying value for approximately $2.1 million in cash and a note for $500,000.

As part of the acquisition of Harrison-Wright (see Note 2), the Company purchased the assets of Utility Pre-cast, Inc. The Company intends to sell the pre-cast business and accordingly has reflected the net assets of approximately $4.2 million as a discontinued operation.

Included in other current assets in the accompanying balance sheet is approximately $15.7 million and $17.7 million of real estate held for sale at December 31, 1996 and 1995, respectively.

Discontinued operations include management's best estimates of the amounts expected to be realized on the sale of these assets. While the estimates are based on current negotiations, the amounts the Company will ultimately realize could differ materially in the near term from the amounts assumed in arriving at the loss on disposal of the discontinued operations.

Summary operating results of discontinued operations, excluding net gains on disposal and estimated loss during the phase-out period, are as follows (in thousands):

	1994	1995	1996
Revenue	$29,902	$ 21,952	$12,665
Earnings (loss) before income taxes	$ 1,377	$ 58	$ (288)
Provision (benefit) for income taxes	552	20	(111)
Net income (loss) from discontinued operations	$ 825	$ 38	$ (177)

14. QUARTERLY FINANCIAL DATA (UNAUDITED)

	FIRST QUARTER	SECOND QUARTER(2)	THIRD QUARTER(3)	FOURTH QUARTER(4)	TOTAL
	(DOLLARS IN THOUSANDS, EXCEPT EARNINGS PER SHARE)				
1995:					
Revenue	$ 40,422	$ 48,375	$ 60,092	$ 69,970	$ 218,859
Operating income	$ 6,232	$ 4,814	$ 6,161	$ 5,958	$ 23,165
Income (loss) from continuing operations	$ 3,460	$ 3,789	$ (5,892)	$ (1,120)	$ 237
Income (loss) from discontinued operations including gain (loss) on disposal, net of taxes	1,709	205	1,551	(934)	2,531
Net income (loss)	$ 5,169	$ 3,994	$ (4,341)	$ (2,054)	$ 2,768
Earnings per share(1)(5):					
Income (loss) from continuing operations	$ 0.13	$ 0.15	$ (0.23)	$ (0.05)	$ 0.01
Income (loss) from discontinued operations	0.07	0.00	0.06	(0.03)	0.10
	$ 0.20	$ 0.15	$ (0.17)	$ (0.08)	$ 0.11
1996:					
Revenue	$ 70,670	$122,964	$162,208	$ 178,226	$ 534,068
Operating income	$ 5,954	$ 10,194	$ 17,131	$ 20,214	$ 53,493
Income from continuing operations	$ 3,371	$ 5,645	$ 10,752	$ 13,459	$ 33,227
(Loss) income from discontinued operations including gain (loss) on disposal, net of taxes	(14)	27	163	(287)	(111)
Net income	$ 3,357	$ 5,672	$ 10,915	$ 13,172	$ 33,116
Earnings per share(1)(5):					
Income from continuing operations	$ 0.13	$ 0.22	$ 0.40	$ 0.49	$ 1.25
Income from discontinued operations	0.00	0.00	0.00	(0.01)	0.00
	$ 0.13	$ 0.22	$ 0.40	$ 0.48	$ 1.25
1997:					
Revenue	$138,290	$160,726	$201,117		
Operating income	$ 15,704	$ 19,818	$ 22,319		
Income from continuing operations	$ 9,478	$ 12,001	$ 12,145		
(Loss) income from discontinued operations including gain (loss) on disposal, net of taxes	(51)	123	46		
Net income	$ 9,427	$ 12,124	$ 12,191		
Earnings per share(1)(5)(6):					
Income from continuing operations	$ 0.35	$ 0.43	$ 0.43		
Income from discontinued operations	0.00	0.00	0.00		
	$ 0.35	$ 0.43	$ 0.43		

14. QUARTERLY FINANCIAL DATA (UNAUDITED)--(CONTINUED)

- ----------

(1) Earnings per share amounts have been adjusted to reflect the three-for-two stock split declared by the Company's Board of Directors on February 28, 1997 and shares issued in connection with two acquisitions accounted for under the pooling of interest method.
(2) The Company acquired Sintel (see Note 2) on April 30, 1996.
(3) In the third quarter of 1995, the Company recorded a special charge of $15.4 million to write-down its real estate held for sale.
(4) In the fourth quarter of 1995, the Company recorded an additional charge of $7.7 million to write-down real estate held for sale and its investment in preferred stock.
(5) Earnings per share are computed independently for each of the quarters presented. Therefore, the sum of the quarterly per share data does not equal the total computed for the year due to changes in the weighted average number of shares outstanding.
(6) Amounts and earnings per share have been adjusted to reflect a pro forma tax provision for two acquisitions accounted for under the pooling of interest method which were previously S corporations.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS OR THE ACCOMPANYING LETTER OF TRANSMITTAL, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. NEITHER THIS PROSPECTUS NOR THE ACCOMPANYING LETTER OF TRANSMITTAL CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY TO ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE ANY SUCH OFFER OR SOLICITATION TO SUCH PERSON. NEITHER THE DELIVERY OF THIS PROSPECTUS OR THE ACCOMPANYING LETTER OF TRANSMITTAL NOR ANY SALE MADE HEREIN SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF.

TABLE OF CONTENTS

$200,000,000

[GRAPHIC OMITTED]

7-3/4% SERIES B SENIOR
SUBORDINATED NOTES
DUE 2008

PROSPECTUS

, 1998

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company's Amended and Restated Certificate of Incorporation (the "Certificate") provides that the Company shall indemnify to the fullest extent authorized by the Delaware General Corporation Law (the "DGCL"), each person who is involved in any litigation or other proceeding because such person is or was a director or officer of the Company, against all expense, loss or liability reasonably incurred or suffered in connection therewith. The Company's By-laws provide that a director or officer may be paid expenses incurred in defending any proceeding in advance of its final disposition upon receipt by the Company of an undertaking, by or on behalf of the director or officer, to repay all amounts so advanced if it is ultimately determined that such director or officer is not entitled to indemnification.

Section 145 of the DGCL permits a corporation to indemnify any director or officer of the corporation against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding brought by reason of the fact that such person is or was a director or officer of the corporation, if such person acted in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if he had no reason to believe his conduct was unlawful. In a derivative action, (I.E., one brought by or on behalf of the corporation), indemnification may be made only for expenses, actually and reasonably incurred by any director or officer in connection with the defense or settlement of such an action or suit, if such person acted in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made if such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine that the defendant is fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Pursuant to Section 102(b)(7) of the DGCL, the Company's Certificate eliminates the liability of a director to the corporation or its stockholders for monetary damages for such breach of fiduciary duty as a director, except for liabilities arising (i) from any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) from acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) from any transaction from which the director derived an improper personal benefit.

The Company has obtained primary and excess insurance policies insuring the directors and officers of the Company and its subsidiaries against certain liabilities they may incur in their capacity as directors and officers. Under such policies, the insurer, on behalf of the Company, may also pay amounts for which the Company has granted indemnification to the directors or officers.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

The following documents are filed as exhibits to this Registration Statement.

EXHIBIT NO.	DESCRIPTION
4.1	Purchase Agreement, dated as of January 30, 1998, by and among MasTec, Inc., Jefferies & Company, Inc., BancBoston Securities Inc., CIBC Oppenheimer Corp. and NationsBanc Montgomery Securities LLC.
4.2	Indenture, dated as of February 4, 1998, between MasTec, Inc. and First Trust National Association, as trustee.

4.3	Registration Rights Agreement, dated as of February 4, 1998, by and among MasTec, Inc., Jefferies & Company, Inc., BancBoston Securities Inc., CIBC Oppenheimer Corp. and NationsBanc Montgomery Securities LLC .
5.1	Opinion of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Coopers & Lybrand L.L.P.
23.2	Consent of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (included in Exhibit 5.1 above).
24.1	Power of Attorney (included on Signature Page of this Registration Statement)
25.1	Form T-1 Statement of Eligibility of Trustee.
99.1	Form of Letter of Transmittal and Notice of Guaranteed Delivery of Notes.

ITEM 22. UNDERTAKINGS.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the Prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of this Registration Statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933 (the "Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Act, each filing of the registrant's annual reports pursuant to section 13(a) or section 15(d) of the Securities Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

(2) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding, or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Miami, State of Florida, on February 13, 1998.

MASTEC, INC.

/s/ Edwin D. Johnson

Edwin D. Johnson
Senior Vice President--Chief Financial Officer
(Principal Financial and Accounting Officer)

POWER OF ATTORNEY

The undersigned directors and officers of MasTec, Inc. hereby constitute and appoint Edwin D. Johnson and Jose M. Sariego and each of them with full power to act without the other and with full power of substitution and resubstitution, our true and lawful attorneys-in-fact with full power to execute in our name and behalf in the capacities indicated below this Registration Statement on Form S-4 and any and all amendments thereto and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission and hereby ratify and confirm all that such attorneys-in-fact, or any of them, or their substitutes shall lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURES	TITLE	DATE
/s/ Jorge Mas Jorge Mas	Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer)	February 13, 1998
/s/ Eliot C. Abbott Eliot C. Abbott	Director	February 13, 1998
/s/ Joel-Tomas Citron Joel-Tomas Citron	Director	February 13, 1998
/s/ Arthur B. Laffer Arthur B. Laffer	Director	February 13, 1998
/s/ Jose S. Sorzano Jose S. Sorzano	Director	February 13, 1998

EXHIBIT INDEX

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EXHIBIT 4.1

MASTEC, INC.

$200,000,000

7-3/4% Senior Subordinated Notes due 2008

Purchase Agreement

January 30, 1998

JEFFERIES & COMPANY, INC.
BANCBOSTON SECURITIES INC.
CIBC OPPENHEIMER CORP.
NATIONSBANC MONTGOMERY SECURITIES LLC

$200,000,000

MASTEC, INC.

7-3/4% Senior Subordinated Notes due 2008

PURCHASE AGREEMENT

January 30, 1998

Jefferies & Company, Inc.
BancBoston Securities Inc.
CIBC Oppenheimer Corp.
NationsBanc Montgomery Securities LLC
c/o Jefferies & Company, Inc.
11100 Santa Monica Boulevard
Los Angeles, CA 90025

Ladies and Gentlemen:

MasTec, Inc., a Delaware corporation (the "COMPANY"), proposes to issue and sell to Jefferies & Company, Inc., BancBoston Securities Inc., CIBC Oppenheimer Corp. and NationsBanc Montgomery Securities LLC (each, an "INITIAL PURCHASER" and, collectively, the "INITIAL PURCHASERS") an aggregate of $200,000,000 in principal amount of its 7-3/4% Senior Subordinated Notes due 2008 (the "SERIES A NOTES"), subject to the terms and conditions set forth herein. The Series A Notes are to be issued pursuant to the provisions of an indenture (the "INDENTURE"), to be dated as of the Closing Date (as defined below), among the Company and First Trust National Association, as trustee (the "TRUSTEE"). The Series A Notes and the Series B Notes (as defined below) issuable in exchange therefor are collectively referred to herein as the "NOTES." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Indenture.

1. OFFERING CIRCULAR.

The Series A Notes will be offered and sold to the Initial Purchasers pursuant to one or more exemptions from the registration requirements under the Securities Act of 1933, as amended (the "ACT"). The Company has prepared a preliminary offering circular, dated January 19, 1998 (the "PRELIMINARY OFFERING CIRCULAR"), and a final offering circular, dated January 30, 1997 (the "OFFERING CIRCULAR"), relating to the Series A Notes.

Upon original issuance thereof, and until such time as the same is no longer required pursuant to the Indenture, the Series A Notes (and all securities issued in exchange therefor, in substitution thereof or upon conversion thereof) shall bear the following legend:

"THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933,

AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) (A "QIB"), (B) IT IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT) (AN "IAI"), (2) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY, (B) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (C) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF THE SECURITIES ACT, (D) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (E) TO AN IAI THAT, PRIOR TO SUCH TRANSFER, FURNISHES THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE TRANSFER OF THIS NOTE (THE FORM OF WHICH CAN BE OBTAINED FROM THE TRUSTEE) AND, IF SUCH TRANSFER IS IN RESPECT OF AN AGGREGATE PRINCIPAL AMOUNT OF NOTES LESS THAN $250,000, AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT, (F) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY) OR (G) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION" AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING."

2. AGREEMENTS TO SELL AND PURCHASE.

On the basis of the representations, warranties and covenants contained in this Agreement, and subject to the terms and conditions contained herein, the Company agrees to issue and sell to the Initial Purchasers, and the Initial Purchasers agree, severally and not jointly, to

purchase from the Company, the principal amount of Series A Notes set forth opposite the name of such Initial Purchaser on Schedule B hereto at a purchase price equal to 97.336% of the principal amount thereof (the "PURCHASE PRICE").

3. TERMS OF OFFERING.

The Initial Purchasers have advised the Company that the Initial Purchasers will make offers (the "EXEMPT RESALES") of the Series A Notes purchased hereunder on the terms set forth in the Offering Circular, as amended or supplemented, solely to (i) persons whom the Initial Purchasers reasonably believe to be "qualified institutional buyers" as defined in Rule 144A under the Act ("QIBS"), (ii) to a limited number of other institutional "accredited investors," as defined in Rule 501(a) (1), (2), (3) or (7) under the Act, that make certain representations and agreements to the Company (each, an "ACCREDITED INSTITUTION"), and (iii) to persons permitted to purchase the Series A Notes in offshore transactions in reliance upon Regulation S under the Act (each, a "REGULATION S PURCHASER") (such persons specified in clauses (i), (ii) and (iii) being referred to herein as the "ELIGIBLE PURCHASERS"). The Initial Purchasers will offer the Series A Notes to Eligible Purchasers initially at a price equal to 100% of the principal amount thereof. Such price may be changed at any time without notice.

Holders (including subsequent transferees) of the Series A Notes will have the registration rights set forth in the registration rights agreement (the "REGISTRATION RIGHTS AGREEMENT"), to be dated the Closing Date, in substantially the form of Exhibit A hereto, for so long as such Series A Notes constitute "Transfer Restricted Securities" (as defined in the Registration Rights Agreement). Pursuant to the Registration Rights Agreement, the Company will agree to file with the Securities and Exchange Commission (the "COMMISSION") under the circumstances set forth therein, (i) a registration statement under the Act (the "EXCHANGE OFFER REGISTRATION STATEMENT") relating to the Company's 7-3/4% Series B Senior Subordinated Notes due 2008 (the "SERIES B NOTES"), to be offered in exchange for the Series A Notes (such offer to exchange being referred to as the "EXCHANGE OFFER") and (ii) under certain circumstances, a shelf registration statement pursuant to Rule 415 under the Act (the "SHELF REGISTRATION STATEMENT" and, together with the Exchange Offer Registration Statement, the "REGISTRATION STATEMENTS") relating to the resale by certain holders of the Series A Notes and to use its best efforts to cause such Registration Statements to be declared and remain effective and usable for the periods specified in the Registration Rights Agreement and to consummate the Exchange Offer. This Agreement, the Indenture, the Notes and the Registration Rights Agreement are hereinafter sometimes referred to collectively as the "OPERATIVE DOCUMENTS."

4. DELIVERY AND PAYMENT.

a. Delivery of, and payment of the Purchase Price for, the Series A Notes shall be made at the offices of Latham & Watkins, 885 Third Avenue New York, New York or such other location as may be mutually acceptable. Such delivery and payment shall be made at 9:00 a.m., New York City time, on February 4, 1998, or at such other time as shall be agreed upon by the Initial Purchasers and the Company. The time and date of such delivery and the payment are herein called the "CLOSING DATE."

b. One or more of the Series A Notes in definitive global form, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"),

having an aggregate principal amount corresponding to the aggregate principal amount of the Series A Notes (collectively, the "GLOBAL NOTE"), shall be delivered by the Company to the Initial Purchasers (or as the Initial Purchasers direct) in each case with any transfer taxes thereon duly paid by the Company against payment by the Initial Purchasers of the Purchase Price thereof by wire transfer in same day funds to the order of the Company. The Global Note shall be made available to the Initial Purchasers for inspection not later than 9:30 a.m., New York City time, on the business day immediately preceding the Closing Date.

5. AGREEMENTS OF THE COMPANY.

The Company hereby agrees with the Initial Purchasers as follows:

a. To advise the Initial Purchasers promptly and, if requested by the Initial Purchasers, confirm such advice in writing, (i) of the issuance by any state securities commission of any stop order suspending the qualification or exemption from qualification of any Series A Notes for offering or sale in any jurisdiction designated by the Initial Purchasers pursuant to Section 5(e) hereof, or the initiation of any proceeding by any state securities commission or any other federal or state regulatory authority for such purpose and (ii) of the happening of any event during the period referred to in Section 5(c) below that makes any statement of a material fact made in the Preliminary Offering Circular or the Offering Circular untrue or that requires any additions to or changes in the Preliminary Offering Circular or the Offering Circular in order to make the statements therein not misleading in light of the circumstances under which such statements were made. The Company shall use its reasonable best efforts to prevent the issuance of any stop order or order suspending the qualification or exemption of any Series A Notes under any state securities or Blue Sky laws and, if at any time any state securities commission or other federal or state regulatory authority shall issue an order suspending the qualification or exemption of any Series A Notes under any state securities or Blue Sky laws, the Company shall use its reasonable best efforts to obtain the withdrawal or lifting of such order at the earliest possible time.

b. To furnish the Initial Purchasers and those persons identified by the Initial Purchasers to the Company as many copies of the Preliminary Offering Circular and the Offering Circular, and any amendments or supplements thereto, as the Initial Purchasers may reasonably request for the time period specified in Section 5(c). Subject to the Initial Purchasers compliance with their representations and warranties and agreements set forth in Section 7 hereof, the Company consents to the use of the Preliminary Offering Circular and the Offering Circular, and any amendments and supplements thereto required pursuant hereto, by the Initial Purchasers in connection with Exempt Resales.

c. During such period as in the opinion of counsel for the Initial Purchasers an Offering Circular is required by law to be delivered in connection with Exempt Resales by the Initial Purchasers, (i) not to make any amendment or supplement to the Offering Circular of which the Initial Purchasers shall not previously have been advised or to which the Initial Purchasers shall reasonably object after being so advised and (ii) to prepare promptly upon the Initial Purchasers reasonable request, any amendment or supplement to the Offering Circular which may be necessary or advisable in connection with such Exempt Resales or such market-making activities.

d. If, during the period referred to in Section 5(c) above, any event shall occur or condition shall exist as a result of which, in the opinion of counsel to the Initial Purchasers, it becomes necessary to amend or supplement the Offering Circular in order to make the statements therein, in the light of the circumstances when such Offering Circular is delivered to an Eligible Purchaser, not misleading, or if, in the opinion of counsel to the Initial Purchasers, it is necessary to amend or supplement the Offering Circular to comply with any applicable law, forthwith to prepare an appropriate amendment or supplement to such Offering Circular so that the statements therein, as so amended or supplemented, will not, in the light of the circumstances when it is so delivered, be misleading, or so that such Offering Circular will comply with applicable law, and to furnish to the Initial Purchasers and such other persons as the Initial Purchasers may designate such number of copies thereof as the Initial Purchasers may reasonably request.

e. Prior to the sale of all Series A Notes pursuant to Exempt Resales as contemplated hereby, to cooperate with the Initial Purchasers and counsel to the Initial Purchasers in connection with the registration or qualification of the Series A Notes for offer and sale to the Initial Purchasers and pursuant to Exempt Resales under the securities or Blue Sky laws of such jurisdictions as the Initial Purchasers may request and to continue such registration or qualification in effect so long as required for Exempt Resales and to file such consents to service of process or other documents as may be necessary in order to effect such registration or qualification; PROVIDED, HOWEVER, that the Company shall not be required in connection therewith to qualify as a foreign corporation in any jurisdiction in which it is not now so qualified or to take any action that would subject it to general consent to service of process or taxation other than as to matters and transactions relating to the Preliminary Offering Circular, the Offering Circular or Exempt Resales, in any jurisdiction in which it is not now so subject.

f. So long as the Notes are outstanding, to furnish to the Initial Purchasers, upon request and as soon as practical after they become available, copies of all reports or other communications furnished by the Company to its security holders generally or publicly available information filed with the Commission or any national securities exchange on which any class of securities of the Company is listed and such other publicly available information concerning the Company and/or its subsidiaries as the Initial Purchasers may reasonably request.

g. So long as any of the Series A Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Act, during any period in which the Company is not subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT"), to make available to any holder of Series A Notes in connection with any sale thereof and any prospective purchaser of such Series A Notes from such holder, the information ("RULE 144A INFORMATION") required by Rule 144A(d)(4) under the Act.

h. Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of the obligations of the Company under this Agreement, including: (i) the fees, disbursements and expenses of counsel to the Company and accountants of the Company in connection with the sale and delivery of the Series A Notes to the Initial Purchasers and pursuant to Exempt Resales, and all other fees and expenses in connection with the preparation, printing, filing and distribution of the Preliminary Offering Circular, the Offering Circular and all amendments and supplements to any of the foregoing (including financial statements), including the mailing and

delivering of copies thereof to the Initial Purchasers and persons designated by them in the quantities specified herein, (ii) all costs and expenses related to the original issuance and delivery of the Series A Notes to the Initial Purchasers and pursuant to Exempt Resales, including any transfer or other taxes payable thereon, (iii) all expenses in connection with the registration or qualification of the Series A Notes for offer and sale pursuant to Exempt Resales under the securities or Blue Sky laws of the several states and all costs of printing or producing any preliminary and supplemental Blue Sky memoranda in connection therewith (including the filing fees and reasonable fees and disbursements of counsel for the Initial Purchasers in connection with such registration or qualification and memoranda relating thereto), (iv) the cost of printing certificates representing the Series A Notes, (v) all expenses and listing fees in connection with the application for quotation of the Series A Notes in the National Association of Securities Dealers, Inc. ("NASD") Automated Quotation System - PORTAL ("PORTAL"), (vi) the fees and expenses of the Trustee and the Trustee's counsel in connection with the Indenture and the Notes, (vii) the costs and charges of any transfer agent, registrar and/or depositary (including DTC), (viii) any fees charged by rating agencies for the rating of the Notes and (ix) all costs and expenses of the Exchange Offer and any Registration Statement, as set forth in the Registration Rights Agreement. Except as otherwise provided in this Section 5(h) or Section 11 hereof, the Company shall have no liability to the Initial Purchasers for their costs and expenses, including the fees and expenses of their counsel.

i. To use its reasonable best efforts to permit the Series A Notes to be designated as PORTAL market securities in accordance with the rules and regulations adopted by the NASD relating to trading in the PORTAL market and to maintain the listing of the Series A Notes on PORTAL for so long as the Series A Notes are outstanding.

j. To use its reasonable best efforts to obtain the approval of DTC for "book-entry" transfer of the Notes, and to comply with all of its agreements set forth in the representation letters of the Company to DTC relating to the approval of the Notes by DTC for "book-entry" transfer.

k. Not to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Act) that would be integrated with the sale of the Series A Notes to the Initial Purchasers or pursuant to Exempt Resales in a manner that would require the registration of any such sale of the Series A Notes under the Act.

l. Not to voluntarily claim, and to actively resist any attempts to claim, the benefit of any usury laws against the holders of any Notes.

m. To comply with all of its agreements set forth in the Registration Rights Agreement.

n. To use its reasonable best efforts to do and perform all things required or necessary to be done and performed under this Agreement by it prior to the Closing Date and to satisfy all conditions precedent to the delivery of the Series A Notes.

6. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE COMPANY. As of the date hereof, the Company represents and warrants to, and agrees with, the Initial Purchasers that:

a. The Preliminary Offering Circular and the Offering Circular do not and will not, as of their respective dates and, in the case of the Offering Circular, as of the Closing Date, and any supplement or amendment to them will not, as of their respective dates and as of the Closing Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties contained in this paragraph (a) shall not apply to statements in or omissions from the Preliminary Offering Circular or the Offering Circular (or any supplement or amendment thereto) based upon information relating to an Initial Purchaser furnished to the Company in writing by or on behalf of such Initial Purchaser expressly for use therein. No stop order preventing the use of the Preliminary Offering Circular or the Offering Circular, or any amendment or supplement thereto, or any order asserting that any of the transactions contemplated by this Agreement are subject to the registration requirements of the Act, has been issued.

b. Each of the Company and its subsidiaries (as defined in Section 6(d) below) has been duly incorporated, is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation and has the corporate power and authority to carry on its business as described in the Preliminary Offering Circular and the Offering Circular and to own, lease and operate its properties, and each is duly qualified and is in good standing as a foreign corporation authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole (a "MATERIAL ADVERSE EFFECT").

c. All outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid, non-assessable and not subject to any preemptive or similar rights.All outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights.

d. The entities listed on Schedule A hereto are the only "significant subsidiaries", direct or indirect, of the Company, as defined in Rule 1-02 of the Commission's Regulation S-X (the "subsidiaries"). All of the outstanding shares of capital stock of each of the Company's subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable, and, except as disclosed in the Offering Circular [or on Schedule A hereto], are owned by the Company, directly or indirectly through one or more subsidiaries, free and clear of any security interest, claim, lien or encumbrance (each, a "LIEN").

e. This Agreement has been duly authorized, executed and delivered by the Company.This Agreement has been duly authorized, executed and delivered by the Company.

f. The Indenture has been duly authorized by the Company and, on the Closing Date, will have been validly executed and delivered by the Company. When the Indenture has been duly executed and delivered by the Company, the Indenture will be a valid and binding

agreement of the Company, enforceable against the Company in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability. On the Closing Date, the Indenture will conform in all material respects to the requirements of the Trust Indenture Act of 1939, as amended (the "TIA" or "TRUST INDENTURE ACT"), and the rules and regulations of the Commission applicable to an indenture which is qualified thereunder.

g. The Series A Notes have been duly authorized and, on the Closing Date, will have been validly executed and delivered by the Company. When the Series A Notes have been issued, executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, the Series A Notes will be entitled to the benefits of the Indenture and will be valid and binding obligations of the Company, enforceable in accordance with their terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability. On the Closing Date, the Series A Notes will conform as to legal matters to the description thereof contained in the Offering Circular.

h. On the Closing Date, the Series B Notes will have been duly authorized by the Company. When the Series B Notes are issued, executed and authenticated in accordance with the terms of the Exchange Offer and the Indenture, the Series B Notes will be entitled to the benefits of the Indenture and will be the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

i. The Registration Rights Agreement has been duly authorized by the Company and, on the Closing Date, will have been duly executed and delivered by the Company. When the Registration Rights Agreement has been duly executed and delivered, the Registration Rights Agreement will be a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability. On the Closing Date, the Registration Rights Agreement will conform as to legal matters to the description thereof in the Offering Circular.

j. No action has been taken and no law, statute, rule or regulation or order has been enacted, adopted or issued by any governmental agency or body which prevents the execution, delivery and performance of any of the Operative Documents, the issuance of the Series A Notes, or suspends the sale of the Series A Notes in any jurisdiction referred to in Section 5(e); and no injunction, restraining order or other order or relief of any nature by a federal or state court or other tribunal of competent jurisdiction has been issued with respect to the Company or any of its subsidiaries which would prevent or suspend the issuance or sale of the Series A Notes in any jurisdiction referred to in Section 5(e).

k. Neither the Company nor any of its subsidiaries is in violation of its respective charter or by-laws or in default in the performance of any obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument, to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound, except for such defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

l. Assuming the accuracy of the Initial Purchasers' representations, warranties and agreements set forth in Section 7 hereof, the execution, delivery and performance of this Agreement and the other Operative Documents by the Company, compliance by the Company with all provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby will not (i) require any consent, approval, authorization or other order of, or qualification with, any court or governmental body or agency (except such as may be required under the securities or Blue Sky laws of the various states and except for the filing of the Registration Statements by the Company with the Commission pursuant to the Registration Rights Agreement), (ii) conflict with or constitute a breach of any of the terms or provisions of, or a default under, the charter or by-laws of the Company or any of its subsidiaries or any indenture, loan agreement, mortgage, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound, (iii) violate or conflict with any applicable law or any rule, regulation, judgment, order or decree of any court or any governmental body or agency having jurisdiction over the Company, any of its subsidiaries or their respective property, (iv) result in the imposition or creation of (or the obligation to create or impose) a Lien under, any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound, or (v) result in the termination, suspension or revocation of any Authorization (as defined below) of the Company or any of its subsidiaries or result in any other impairment of the rights of the holder of any such Authorization except, in each case, for such conflicts, breaches, defaults, violations, Liens, terminations, suspensions, revocations or impairments (other than conflicts with or breaches of the terms and provisions of, or a default under, the charter or by-laws of the Company or any of its subsidiaries) which would not reasonably be expected to have a Material Adverse Effect.

m. Except as disclosed in the Offering Circular, there are no legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of its subsidiaries is or could be a party or to which any of their respective property is or could be subject, which would be reasonably expected to result, singly or in the aggregate, in a Material Adverse Effect.

n. Neither the Company nor any of its subsidiaries has violated any foreign, federal, state or local law or regulation relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("ENVIRONMENTAL LAWS") or any provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or the rules and regulations promulgated thereunder, except for such violations which, singly or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

o. There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Authorization, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a Material Adverse Effect.

p. The Company and its subsidiaries own or possess, or can acquire on reasonable terms, all patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names ("intellectual property") currently employed by them in connection with the business now operated by them except where the failure to own or possess or otherwise be able to acquire such intellectual property would not, singly or in the aggregate, be reasonably be expected to have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of such intellectual property which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

q. The Company and each of its subsidiaries carry insurance (including self-insurance) against such losses and risks and in such amounts as, in their reasonable determination, are adequate for the conduct of the businesses in which they are engaged.

r. Except as disclosed or incorporated by reference in the Offering Circular, no relationship, direct or indirect, exists between or among the Company or any of its subsidiaries on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any of its subsidiaries on the other hand, which would be required by the Act to be described in the Offering Circular if the Offering Circular were a prospectus included in a registration statement on Form S-1 filed with the Commission.

s. Each of the Company and its subsidiaries has such permits, licenses, consents, exemptions, franchises, authorizations and other approvals (each, an "AUTHORIZATION") of, and has made all filings with and notices to, all governmental or regulatory authorities and self-regulatory organizations and all courts and other tribunals, including without limitation, under any applicable Environmental Laws, as are necessary to own, lease, license and operate its respective properties and to conduct its business, except where the failure to have any such Authorization or to make any such filing or notice would not, singly or in the aggregate, be reasonably expected to have a Material Adverse Effect. Each such Authorization is valid and in full force and effect and each of the Company and its subsidiaries is in compliance with all the terms and conditions thereof and with the rules and regulations of the authorities and governing bodies having jurisdiction with respect thereto; and no event has occurred (including, without limitation, the receipt of any notice from any authority or governing body) which allows or, after notice or lapse of time or both, would allow, revocation, suspension or termination of any such Authorization or results or, after notice or lapse of time or both, would result in any other impairment of the rights of the holder of any such Authorization; and such Authorizations contain no restrictions that are burdensome to the Company or any of its subsidiaries; except, in each such case, where such failure to be valid and in full force and effect or to be in compliance, the occurrence of any such event or the presence of any such

restriction would not, singly or in the aggregate, be reasonably expected to have a Material Adverse Effect.

t. None of the Company or any of its subsidiaries or any of their respective officers, directors, partners, employees, agents or affiliates or any other person acting on behalf of the Company or any of its subsidiaries, as the case may be, has, directly or indirectly, given or agreed to give any money, gift or similar benefit (other than legal price concessions to customers in the ordinary course of business) to any customer, supplier, employee or agent of a customer or supplier, official or employee of any governmental agency (domestic or foreign) or any political party or candidate for office (domestic or foreign) or other person who was, is or may be in a position to help or hinder the business of the Company or any of its subsidiaries (or assist the Company or any of its subsidiaries in connection with any actual or proposed transaction) which (i) would be reasonably expected to subject the Company or any of its subsidiaries or any other individual or entity to any damage or penalty in any civil, criminal or governmental litigation or proceeding (domestic or foreign) which would have a Material Adverse Effect, (ii) if not given in the past, could reasonably be expected to have had a Material Adverse Effect on the assets, business or operations of the Company or any of its subsidiaries or (iii) if not continued in the future, could reasonably be expected to have a Material Adverse Effect.

u. Except as disclosed in the Offering Circular, there is no (i) significant unfair labor practice complaint, grievance or arbitration proceeding pending or threatened against the Company or any of its subsidiaries before the National Labor Relations Board or any state or local labor relations board, (ii) strike, labor dispute, slowdown or stoppage pending or threatened against the Company or any of its subsidiaries or (iii) union representation question existing with respect to the employees of the Company or any of its subsidiaries, except in the case of clauses (i), (ii) and (iii) for such actions which, singly or in the aggregate, would not have a Material Adverse Effect.

v. The Company and each of its subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

w. All tax returns required to be filed by the Company and each of its subsidiaries in any jurisdiction have been filed, other than those filings being contested in good faith, and all taxes, including withholding taxes, penalties and interest, assessments, fees and other charges due pursuant to such returns or pursuant to any assessment received by the Company or any of its subsidiaries have been paid, other than those being contested in good faith and for which adequate reserves have been provided, except where the failure to file such tax returns or pay such taxes, penalties, fees and other charges would not reasonably be expected to have a Material Adverse Effect.

x. All indebtedness of the Company that will be repaid with the proceeds of the issuance and sale of the Series A Notes was incurred, and the indebtedness represented by the Series A Notes is being incurred, for proper purposes and in good faith and the Company was, at the time of the incurrence of such indebtedness that will be repaid with the proceeds of the issuance and sale of the Series A Notes, and will be on the Closing Date (after giving effect to the application of the proceeds from the issuance of the Series A Notes) solvent, and had at the time of the incurrence of such indebtedness that will be repaid with the proceeds of the issuance and sale of the Series A Notes and will have on the Closing Date (after giving effect to the application of the proceeds from the issuance of the Series A Notes) sufficient capital for carrying on its business and was, at the time of the incurrence of such indebtedness that will be repaid with the proceeds of the issuance and sale of the Series A Notes, and will be on the Closing Date (after giving effect to the application of the proceeds from the issuance of the Series A Notes) able to pay its debts as they mature.

y. The accountants, Coopers & Lybrand, L.L.P., that have certified the financial statements included in the Preliminary Offering Circular and the Offering Circular are independent public accountants with respect to the Company, as required by the Act and the Exchange Act. The historical financial statements, together with related notes, set forth and incorporated by reference in the Preliminary Offering Circular and the Offering Circular comply as to form in all material respects with the requirements applicable to registration statements on Form S-1 under the Act.

z. The historical financial statements, together with related notes forming part of the Offering Circular (and any amendment or supplement thereto), present fairly, in all material respects, the consolidated financial position, results of operations and changes in financial position of the Company and its subsidiaries on the basis stated in the Offering Circular at the respective dates or for the respective periods to which they apply; such statements and related notes have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein; and the other financial and statistical information and data of the Company set forth or incorporated by reference in the Offering Circular (and any amendment or supplement thereto) are, in all material respects, accurately presented and prepared on a basis consistent with such financial statements and the books and records of the Company.

aa. The PRO FORMA financial information included in the Preliminary Offering Circular and the Offering Circular have been prepared on a basis consistent with the historical financial information of the Company and its subsidiaries and gives effect to assumptions used in the preparation thereof on a reasonable basis and in good faith and present fairly, in all material respects, the historical and proposed transactions contemplated by the Preliminary Offering Circular and the Offering Circular. The other PRO FORMA financial and statistical information and data included in the Offering Circular are, in all material respects, accurately presented and prepared on a basis consistent with the PRO FORMA financial statements.

bb. The Company is not and, after giving effect to the offering and sale of the Series A Notes and the application of the net proceeds thereof as described in the Offering Circular, will not be, an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.

cc. There are no contracts, agreements or understandings between the Company and any person granting such person the right, by reason of the execution by the Company of this Agreement or any other Operative Document or the consummation of the transactions contemplated hereby or thereby, to require the Company to file a registration statement under the Act with respect to any securities of the Company or to require the Company to include such securities with the Notes registered pursuant to any Registration Statement.

dd. Neither the Company nor any of its subsidiaries nor any agent thereof acting on the behalf of them has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Series A Notes to violate Regulation G (12 C.F.R. Part 207), Regulation T (12 C.F.R. Part 220), Regulation U (12 C.F.R. Part 221) or Regulation X (12 C.F.R. Part 224) of the Board of Governors of the Federal Reserve System.

ee. No "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) under the Act (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company's retaining any rating assigned to the Company, any securities of the or (ii) has indicated to the Company that it is considering (a) the downgrading, suspension, or withdrawal of, or any review for a possible change that does not indicate the direction of the possible change in, any rating so assigned or (b) any change in the outlook for any rating of the Company or any securities of the Company.

ff. Since the respective dates as of which information is given in the Offering Circular other than as set forth in the Offering Circular (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), (i) there has not occurred any material adverse change or any development involving a prospective material adverse change in the condition, financial or otherwise, or the earnings, business, management or operations of the Company and its subsidiaries, taken as a whole and (ii) neither the Company nor any of its subsidiaries has incurred any liability or obligation, direct or contingent that is material to the Company and its subsidiaries, taken as a whole.

gg. Each of the Preliminary Offering Circular and the Offering Circular, as of its date, contains all the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Act.

hh. When the Series A Notes are issued and delivered pursuant to this Agreement, the Series A Notes will not be of the same class (within the meaning of Rule 144A under the Act) as any security of the Company that is listed on a national securities exchange registered under Section 6 of the Exchange Act or that is quoted in a United States automated inter-dealer quotation system.

ii. No form of general solicitation or general advertising (as defined in Regulation D under the Act) was used by the Company or any of its representatives (other than the Initial Purchasers or their representatives, as to whom the Company makes no representation) in connection with the offer and sale of the Series A Notes contemplated hereby, including, but not limited to, articles, notices or other communications published in any newspaper, magazine, or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees

have been invited by any general solicitation or general advertising. No securities of the same class as the Series A Notes have been issued and sold by the Company within the six-month period immediately prior to the date hereof.

jj. Assuming the accuracy of the Initial Purchasers' representations, warranties and agreements set forth in Section 7 hereof, prior to the effectiveness of any Registration Statement, the Indenture is not required to be qualified under the TIA.

kk. None of the Company nor any of its respective affiliates or any person acting on its or their behalf (other than the Initial Purchasers or their representatives, as to whom the Company makes no representation) has engaged or will engage in any directed selling efforts within the meaning of Regulation S under the Act ("REGULATION S") with respect to the Series A Notes.

ll. The Series A Notes offered and sold in reliance on Regulation S have been and will be offered and sold only in offshore transactions.

mm. The sale of the Series A Notes pursuant to Regulation S is not part of a plan or scheme to evade the registration provisions of the Act.

nn. The Company and its respective affiliates and all persons acting on their behalf (other than the Initial Purchasers or their representatives, as to whom the Company makes no representation) have complied with and will comply with the offering restriction requirements of Regulation S in connection with the offering of the Series A Notes outside the United States and, in connection therewith, the Offering Circular will contain the disclosure required by Rule 902(h).

oo. The Company is a "reporting issuer" as defined in Rule 902 under the Act.

pp. No registration under the Act of the Series A Notes is required for the sale of the Series A Notes to the Initial Purchasers as contemplated hereby or for the Exempt Resales assuming the accuracy of the Initial Purchasers' representations and warranties and agreements set forth in Section 7 hereof.

qq. Each certificate signed by any officer of the Company and delivered to the Initial Purchasers or counsel for the Initial Purchasers shall be deemed to be a representation and warranty by the Company to the Initial Purchasers as to the matters covered thereby.

The Company acknowledges that the Initial Purchasers and, for purposes of the opinions to be delivered to the Initial Purchasers pursuant to Section 9 hereof, counsel to the Company and counsel to the Initial Purchasers will rely upon the accuracy and truth of the foregoing representations and hereby consents to such reliance.

7. INITIAL PURCHASERS' REPRESENTATIONS AND WARRANTIES. Each of the Initial Purchasers, severally and not jointly, represent and warrant to, and agree with, the Company as follows:

a. Such Initial Purchaser is either a QIB or an Accredited Institution, in either case, with such knowledge and experience in financial and business matters as is necessary in order to evaluate the merits and risks of an investment in the Series A Notes.

b. Such Initial Purchaser (i) is not acquiring the Series A Notes with a view to any distribution thereof or with any present intention of offering or selling any of the Series A Notes in a transaction that would violate the Act or the securities laws of any state of the United States or any other applicable jurisdiction and (ii) will be reoffering and reselling the Series A Notes only to (A) QIBs in reliance on the exemption from the registration requirements of the Act provided by Rule 144A, (B) Accredited Institutions that execute and deliver a letter containing certain representations and agreements in the form attached as ANNEX A to the Offering Circular and (C) in offshore transactions in reliance upon Regulation S under the Act.

c. Such Initial Purchaser agrees that no form of general solicitation or general advertising (within the meaning of Regulation D under the Act) has been or will be used by such Initial Purchaser or any of its representatives in connection with the offer and sale of the Series A Notes contemplated hereby, including, but not limited to, articles, notices or other communications published in any newspaper, magazine or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

d. Such Initial Purchaser agrees that, in connection with Exempt Resales, such Initial Purchaser will solicit offers to buy the Series A Notes only from, and will offer to sell the Series A Notes only to, Eligible Purchasers. Each Initial Purchaser further agrees that it will offer to sell the Series A Notes only to, and will solicit offers to buy the Series A Notes only from (i) Eligible Purchasers that such Initial Purchaser reasonably believes are QIBs, (ii) Accredited Institutions who make the representations contained in, and execute and return to such Initial Purchaser, a certificate in the form of ANNEX A attached to the Offering Circular and (iii) Regulation S Purchasers, in each case, that agree that (A) the Series A Notes purchased by them may be resold, pledged or otherwise transferred within the time period referred to under Rule 144(k) (taking into account the provisions of Rule 144(d) under the Act, if applicable) under the Act, as in effect on the date of the transfer of such Series A Notes, only (I) to the Company or any of its subsidiaries, (II) to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A under the Act, (III) in an offshore transaction (as defined in Rule 902 under the Act) meeting the requirements of Rule 904 of the Act, (IV) in a transaction meeting the requirements of Rule 144 under the Act, (V) to an Accredited Institution that, prior to such transfer, furnishes the Trustee a signed letter containing certain representations and agreements relating to the registration of transfer of such Series A Note (the form of which is substantially the same as ANNEX A to the Offering Circular) and, if such transfer is in respect of an aggregate principal amount of Series A Notes less than $250,000, an opinion of counsel acceptable to the Company that such transfer is in compliance with the Act, (VI) in accordance with another exemption from the registration requirements of the Act (and based upon an opinion of counsel acceptable to the Company) or (VII) pursuant to an effective registration statement and, in each case, in accordance with the applicable securities laws of any state of the United States or any other applicable jurisdiction and (B) they will deliver to each

person to whom such Series A Notes or an interest therein is transferred a notice substantially to the effect of the foregoing.

e. None of such Initial Purchaser or any of its affiliates or any person acting on its or their behalf has engaged or will engage in any directed selling efforts within the meaning of Regulation S with respect to the Series A Notes.

f. The Series A Notes offered and sold by such Initial Purchaser pursuant hereto in reliance on Regulation S have been and will be offered and sold only in offshore transactions.

g. The sale of the Series A Notes offered and sold by such Initial Purchaser pursuant hereto in reliance on Regulation S is not part of a plan or scheme to evade the registration provisions of the Act.

h. Such Initial Purchaser agrees that it has not offered or sold and will not offer or sell the Series A Notes in the United States or to, or for the benefit or account of, a U.S. person (other than a distributor), in each case, as defined in Rule 902 under the Act (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering of the Series A Notes pursuant hereto and the Closing Date, other than in accordance with Regulation S of the Act or another exemption from the registration requirements of the Act.

i. Such Initial Purchaser agrees that, at or prior to confirmation of a sale of Series A Notes by it to any distributor, dealer or person receiving a selling concession, fee or other remuneration during the 40-day restricted period referred to in Rule 903(c)(2) under the Act, it will send to such distributor, dealer or person receiving a selling concession, fee or other remuneration a confirmation or notice to substantially the following effect:

> "The Series A Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of your distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the Offering and the Closing Date, except in either case in accordance with Regulation S under the Securities At (or Rule 144A or to Accredited Institutions in transactions that are exempt from the registration requirements of the Securities Act), and in connection with any subsequent sale by you of the Series A Notes covered hereby in reliance on Regulation S during the period referred to above to any distributor, dealer or person receiving a selling concession, fee or other remuneration, you must deliver a notice to substantially the foregoing effect. Terms used above have the meanings assigned to them in Regulation S."

j. Such Initial Purchaser further represents and agrees that (i) it has not offered or sold and will not offer or sell any Series A Notes to persons in the United Kingdom prior to the expiration of the period of six months from the issue date of the Series A Notes, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances

which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Series A Notes in, from or otherwise involving the United Kingdom and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issuance of the Series A Notes to a person who is of a kind described in Article 11(3) of the Financial Services Act of 1986 (Investment Advertisements) (Exemptions) Order 1996 or is a person to whom the document may otherwise lawfully be issued or passed on.

k. Such Initial Purchaser agrees that it will not offer, sell or deliver any of the Series A Notes in any jurisdiction outside the United States except under circumstances that will result in compliance with the applicable laws thereof, and that it will take at its own expense whatever action is required to permit its purchase and resale of the Series A Notes in such jurisdictions. Such Initial Purchaser understands that no action has been taken to permit a public offering in any jurisdiction outside the United States where action would be required for such purpose.

The Initial Purchasers acknowledge that the Company and, for purposes of the opinions to be delivered to each Initial Purchaser pursuant to Section 9 hereof, counsel to the Company and counsel to the Initial Purchasers will rely upon the accuracy and truth of the foregoing representations and the Initial Purchasers hereby consent to such reliance.

8. INDEMNIFICATION.

a. The Company agrees to indemnify and hold harmless each of the Initial Purchasers, their directors, officers and each person, if any, who controls an Initial Purchaser within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages, liabilities and judgments (including, without limitation, any legal or other expenses reasonably incurred in connection with investigating or defending any matter, including any action, that could give rise to any such losses, claims, damages, liabilities or judgments) caused by any untrue statement or alleged untrue statement of a material fact contained in the Offering Circular (or any amendment or supplement thereto) or the Preliminary Offering Circular or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or judgments are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to an Initial Purchaser furnished in writing to the Company by or on behalf of such Initial Purchaser expressly for use in the Preliminary Offering Circular or the Offering Circular; PROVIDED, HOWEVER, that the indemnification contained in this paragraph (a) with respect to the Preliminary Offering Circular shall not inure to the benefit of any Initial Purchaser (or to the benefit of any person controlling such Initial Purchaser) on account of any such loss, claim, damage, liability or judgment arising from the sale of the Notes by such Initial Purchaser to any person if the untrue statement or alleged untrue statement or omission or alleged omission of material fact contained in the Preliminary Offering Circular was corrected in the Offering Circular and the Initial Purchaser sold Notes to that person without sending or giving at or prior to the written confirmation of such sale, a copy of the Offering Circular (as then amended or

supplemented) if the Company has previously furnished sufficient copies thereof to the Initial Purchaser on a timely basis to permit such sending or giving.

b. Each of the Initial Purchasers severally and not jointly, agrees to indemnify and hold harmless the Company, and its respective directors and officers and each person, if any, who controls (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) the Company, to the same extent as the foregoing indemnity from the Company to the Initial Purchasers but only with respect to information relating to such Initial Purchaser furnished in writing to the Company by or on behalf of such Initial Purchaser expressly for use in the Preliminary Offering Circular or the Offering Circular.

c. In case any action shall be commenced involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b) (the "INDEMNIFIED PARTY"), the indemnified party shall promptly notify the person against whom such indemnity may be sought (the "INDEMNIFYING PARTY") in writing and the indemnifying party shall assume the defense of such action, including the employment of counsel reasonably satisfactory to the indemnified party and the payment of all fees and expenses of such counsel, as incurred. Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party unless (i) the employment of such counsel shall have been specifically authorized in writing by the indemnifying party, (ii) the indemnifying party shall have failed to assume the defense of such action or employ counsel reasonably satisfactory to the indemnified party or (iii) the named parties to any such action (including any impleaded parties) include both the indemnified party and the indemnifying party, and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses reasonably available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of the indemnified party). In any such case, the indemnifying party shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties and all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by Jefferies & Company, Inc., in the case of the parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall indemnify and hold harmless the indemnified party from and against any and all losses, claims, damages, liabilities and judgments by reason of any settlement of any action (i) effected with its written consent or (ii) effected without its written consent if (a) the settlement is entered into more than thirty business days after the indemnifying party shall have received a request from the indemnified party for reimbursement for the fees and expenses of counsel (in any case where such fees and expenses are at the expense of the indemnifying party), (b) such indemnifying party shall have received notice of the terms of such settlement at least twenty business days prior to such settlement being entered into and (c) prior to the date of such settlement, the indemnifying party shall have failed to comply with such reimbursement request. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened action in respect of which the indemnified party is or could have been a party and indemnity or contribution may be or could have been sought hereunder by the

indemnified party, unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability on claims that are or could have been the subject matter of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the indemnified party.

d. To the extent the indemnification provided for in this Section 8 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages, liabilities or judgments referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities and judgments (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Initial Purchasers on the other hand from the offering of the Series A Notes or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company, on the one hand, and the Initial Purchasers, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or judgments, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand and the Initial Purchasers, on the other hand, shall be deemed to be in the same proportion as the total net proceeds from the offering of the Series A Notes (before deducting expenses) received by the Company, and the total discounts and commissions received by the Initial Purchasers bear to the total price to investors of the Series A Notes, in each case as set forth in the table on the cover page of the Offering Circular. The relative fault of the Company, on the one hand, and the Initial Purchasers, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Initial Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or judgments referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any matter, including any action, that could have given rise to such losses, claims, damages, liabilities or judgments. Notwithstanding the provisions of this Section 8, no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Initial Purchasers exceeds the amount of any damages which the Initial Purchasers has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 8(d) are several in proportion to the respective

principal amount of Series A Notes purchased by each of the Initial Purchasers hereunder and not joint.

e. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

9. CONDITIONS OF INITIAL PURCHASERS' OBLIGATIONS. The obligations of the Initial Purchasers to purchase the Series A Notes under this Agreement are subject to the satisfaction of each of the following conditions:

a. All the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same force and effect as if made on and as of the Closing Date.

b. On or after the date hereof, (i) there shall not have occurred any downgrading, suspension or withdrawal of, nor shall any notice have been given of any potential or intended downgrading, suspension or withdrawal of, or of any review (or of any potential or intended review) for a possible change that does not indicate the direction of the possible change in, any rating of the Company or any securities of the Company (including, without limitation, the placing of any of the foregoing ratings on credit watch with negative or developing implications or under review with an uncertain direction) by any "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) under the Act, (ii) there shall not have occurred any change, nor shall any notice have been given of any potential or intended change, in the outlook for any rating of the Company or any securities of the Company by any such rating organization and (iii) no such rating organization shall have given notice that it has assigned (or is considering assigning) a lower rating to the Notes than that on which the Notes were marketed.

c. Since the respective dates as of which information is given in the Offering Circular other than as set forth in the Offering Circular (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), (i) there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or the earnings, business, management or operations of the Company and its subsidiaries, taken as a whole and (ii) neither the Company nor any of its subsidiaries shall have incurred any liability or obligation, direct or contingent, the effect of which, in your judgment, is material and adverse and, in your judgment, makes it impracticable to market the Series A Notes on the terms and in the manner contemplated in the Offering Circular.

d. The Initial Purchasers shall have received on the Closing Date a certificate dated the Closing Date, signed by the President and the Chief Financial Officer of the Company, confirming the matters set forth in Sections 9(a), 9(b) and 9(c) and stating that the Company has complied in all material respects with all the agreements and satisfied in all material respects all of the conditions herein contained and required to be complied with or satisfied on or prior to the Closing Date.

e. The Initial Purchasers shall have received on the Closing Date an opinion (satisfactory to you and counsel for the Initial Purchasers), dated the Closing Date, of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., special counsel for the Company, to the effect that:

(i). each of the Company and its subsidiaries has been duly incorporated, is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation and has the corporate power and authority to carry on its business as described in the Offering Circular and to own, lease and operate its properties;

(ii). the Series A Senior Notes have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, will be entitled to the benefits of the Indenture and will be valid and binding obligations of the Company, enforceable in accordance with their terms except as (A) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (B) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability;

(iii). the Indenture has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as (A) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (B) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability;

(iv). this Agreement has been duly authorized, executed and delivered by the Company;

(v). The Registration Rights Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as (A) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (B) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability;

(vi). the Series B Senior Notes have been duly authorized by the Company;

(vii). the statements under the captions "Certain Federal Income Tax Considerations" and "Description of Notes" in the Offering Circular, insofar as such statements constitute a summary of the legal matters,

documents or proceedings referred to therein, fairly present in all material respects such legal matters, documents and proceedings;

(viii). assuming the accuracy and fulfillment of the representations, warranties and agreements of the Company and the Initial Purchasers in this Agreement, the execution, delivery and performance of this Agreement and the other Operative Documents by the Company, the compliance by the Company with all provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby will not (i) require any consent, approval, authorization or other order of, or qualification with, any court or governmental body or agency (except (a) such as may be required under the securities or Blue Sky laws and regulations of the various states or such as may be required by NASD, as to which such counsel need not express any opinion or (b) in the case of the Registration Rights Agreement, those that will be required under the Act, the TIA, state securities or Blue Sky laws and regulations or such as may be required by NASD) or (ii) conflict with or constitute a breach of any of the terms or provisions of, or a default under, the charter or by-laws of the Company or any of its subsidiaries;

(ix). the Company is not and, after giving effect to the offering and sale of the Series A Notes and the application of the net proceeds thereof as described in the Offering Circular, will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(x). assuming the accuracy and fulfillment of the representations, warranties and agreements of the Company and the Initial Purchasers in this Agreement, the Indenture complies as to form in all material respects with the requirements of the TIA, and the rules and regulations of the Commission applicable to an indenture which is qualified thereunder; it is not necessary in connection with the offer, sale and delivery of the Series A Notes to the Initial Purchasers in the manner contemplated by this Agreement or in connection with the Exempt Resales to qualify the Indenture under the TIA;

(xi). no registration under the Act of the Series A Notes is required for the sale of the Series A Notes to the Initial Purchasers as contemplated by this Agreement or for the Exempt Resales assuming that (i) each Initial Purchasers is a QIB, an Accredited Institution or a Regulation S Purchaser, (ii) the accuracy of, and compliance with, the Initial Purchasers' representations and agreements contained in Section 7 of this Agreement, (iii) the accuracy of the representations of the Company set forth in Sections 6(ii), (kk), (ll), (mm) and (nn) of this Agreement and (iv) with respect to Accredited Institutions, the accuracy of the representations made by each such Accredited Institution as set forth in the letter of representation executed by such Accredited Institution in the form of ANNEX A to the Offering Circular; and

(xii). such counsel has no reason to believe that, as of the date of the Offering Circular or as of the Closing Date, the Offering Circular, as amended or supplemented, if applicable (except for the financial statements and other financial, statistical or accounting data included therein, as to which such counsel need not express any belief) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The opinion of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. described in Section 9(e) above shall be rendered to you at the request of the Company and shall so state therein. In giving such opinion with respect to the matters covered by Section 9(e)(xii), counsel for the Company may state that their opinion and belief are based upon their participation in the preparation of the Offering Circular and any amendments or supplements thereto and review and discussion of the contents thereof, but are without independent check or verification except as specified. The opinion of such counsel may be limited to the laws of the State of Florida, the General Corporation Law of the State of Delaware and the federal laws of the United States.

f. The Initial Purchasers shall have received on the Closing Date an opinion (satisfactory to you and counsel for the Initial Purchasers), dated the Closing Date, of Jose M. Sariego, Esq., Senior Vice President-General Counsel for the Company, to the effect that:

(i). all of the outstanding shares of capital stock of each of the Company's subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable, and, except as disclosed on Schedule A, are owned by the Company or another subsidiary of the Company, free and clear of any Lien (other than Liens to secure Indebtedness disclosed in the Offering Circular);

(ii). each of the Company and its subsidiaries is duly qualified and is in good standing as a foreign corporation authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect;

(iii). to such counsel's knowledge, neither the Company nor any of its subsidiaries is in violation of its respective charter or by-laws and, to the best of such counsel's knowledge after due inquiry, except as disclosed in the Offering Circular, neither the Company nor any of its subsidiaries is in default in the performance of any obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument that is material to the Company and its subsidiaries, taken as a whole, to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound;

(iv). the execution, delivery and performance of this Agreement and the other Operative Documents by the Company, the compliance by the Company with all provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby will not (i) violate or conflict with any applicable law, rule or regulation of the United States of America, the State of Florida or the General Corporation Law of the State of Delaware or, to such counsel's knowledge, any judgment, order or decree of any federal or state court located in the State of Florida or Delaware which is applicable to the Company, any of its subsidiaries or their respective property or (ii) to such counsel's knowledge, result in the imposition or creation of (or the obligation to create or impose) a Lien under, any material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound.

(v). after due inquiry, other than as disclosed in the Offering Circular, such counsel does not know of any legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is or could be a party or to which any of their respective property is or could be subject, which would reasonably be expected to result, singly or in the aggregate, in a Material Adverse Effect;

(vi). the statements under the caption "Description of Certain Indebtedness" in the Offering Circular, insofar as such statements constitute a summary of the legal matters, documents or proceedings referred to therein, fairly present in all material respects such legal matters, documents and proceedings;

(vii). such counsel has no reason to believe that, as of the date of the Offering Circular or as of the Closing Date, the Offering Circular, as amended or supplemented, if applicable (except for the financial statements and other financial, statistical or accounting data included therein, as to which such counsel need not express any belief) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The opinion of Jose M. Sariego, Esq. described in Section 9(f) above shall be rendered to you at the request of the Company and shall so state therein. In giving such opinion with respect to the matters covered by Section 9(f)(vii), Mr. Sariego may state that his opinion and belief are based upon his participation in the preparation of the Offering Circular and any amendments or supplements thereto and review and discussion of the contents thereof, but are without independent check or verification except as specified. The opinion of such counsel may be limited to the laws of the State of Florida, the General Corporation Law of the State of Delaware and the federal laws of the United States.

g. The Initial Purchasers shall have received on the Closing Date an opinion, dated the Closing Date, of Latham & Watkins, counsel for the Initial Purchasers, in form and substance reasonably satisfactory to the Initial Purchasers.

h. The Initial Purchasers shall have received, at the time this Agreement is executed and at the Closing Date, letters dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Initial Purchasers from Coopers & Lybrand, L.L.P, independent public accountants, containing the information and statements of the type ordinarily included in accountants' "comfort letters" to the Initial Purchasers with respect to the financial statements and certain financial information contained in the Offering Circular.

i. The Series A Notes shall have been approved by the NASD for trading and duly listed in PORTAL.

j. The Company shall have executed the Indenture and the Initial Purchasers shall have received an original copy thereof, duly executed by the Company.

k. The Company shall have executed the Registration Rights Agreement and the Initial Purchasers shall have received an original copy thereof, duly executed by the Company.

l. The Company shall not have failed at or prior to the Closing Date to perform or comply in all material respects with any of the agreements herein contained and required to be performed or complied with by the Company, at or prior to the Closing Date.

10. EFFECTIVENESS OF AGREEMENT AND TERMINATION. This Agreement shall become effective upon the execution and delivery of this Agreement by the parties hereto.

This Agreement may be terminated at any time on or prior to the Closing Date by the Initial Purchasers by written notice to the Company if any of the following has occurred: (i) any outbreak or escalation of hostilities or other national or international calamity or crisis or change in economic conditions or in the financial markets of the United States or elsewhere that, in the Initial Purchasers' judgment, is material and adverse and, in the Initial Purchasers' judgment, makes it impracticable to market the Series A Notes on the terms and in the manner contemplated in the Offering Circular, (ii) the suspension or material limitation of trading in securities or other instruments on the New York Stock Exchange, the American Stock Exchange or the Nasdaq National Market or limitation on prices for securities or other instruments on any such exchange or the Nasdaq National Market, (iii) the suspension of trading of any securities of the Company on any exchange or in the over-the-counter market, (iv) the enactment, publication, decree or other promulgation of any federal or state statute, regulation, rule or order of any court or other governmental authority which in your opinion materially and adversely affects, or will materially and adversely affect, the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, (v) the declaration of a banking moratorium by either federal or New York State authorities or (vi) the taking of any action by any federal, state or local government or agency in respect of its monetary or fiscal affairs which in your opinion has a material adverse effect on the financial markets in the United States.

If on the Closing Date any one or more of the Initial Purchasers shall fail or refuse to purchase the Series A Notes which it or they have agreed to purchase hereunder on such date and the aggregate principal amount of the Series A Notes which such defaulting Initial Purchaser or Initial Purchasers, as the case may be, agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Series A Notes to be purchased on such date by all Initial Purchasers, each non-defaulting Initial Purchaser shall be obligated severally, in the proportion which the principal amount of the Series A Notes set forth opposite its name in Schedule B bears to the aggregate principal amount of the Series A Notes which all the non-defaulting Initial Purchaser or Initial Purchasers, as the case may be, agreed but failed or refused to purchase on such date; PROVIDED that in no event shall the aggregate principal amount of the Series A Notes which any Initial Purchaser has agreed to purchase pursuant to Section 2 hereof be increased pursuant to this Section 10 by an amount in excess of one-ninth of such principal amount of the Series A Notes without the written consent of such Initial Purchaser. If on the Closing Date any Initial Purchaser or Initial Purchasers shall fail or refuse to purchase the Series A Notes and the aggregate principal amount of the Series A Notes with respect to which such default occurs is more than one-tenth of the aggregate principal amount of the Series A Notes to be purchased by all Initial Purchasers and arrangements satisfactory to the Initial Purchasers and the Company for purchase of such the Series A Notes are not made with 48 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Initial Purchaser and the Company. In any such case which does not result in termination of this Agreement, either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Offering Circular or any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Initial Purchaser from liability in respect of any default of any such Initial Purchaser under this Agreement.

11. MISCELLANEOUS. Notices given pursuant to any provision of this Agreement shall be addressed as follows: (i) if to the Company, to MasTec, Inc., 3155 N.W. 77th Avenue, Suite 130, Miami Florida, 33122-1205, telephone: (305) 599-1800, Attention Jose M. Sariego, Esq. and Edwin D. Johnson and (ii) if to the Initial Purchasers, c/o Jefferies & Company, Inc., 11100 Santa Monica Boulevard, Los Angeles, California 90025, Attention: High Yield Capital Markets, or in any case to such other address as the person to be notified may have requested in writing.

The respective indemnities, contribution agreements, representations, warranties and other statements of the Company and the Initial Purchasers set forth in or made pursuant to this Agreement shall remain operative and in full force and effect, and will survive delivery of and payment for the Series A Notes, regardless of (i) any investigation, or statement as to the results thereof, made by or on behalf of the Initial Purchasers, the officers or directors of the Initial Purchasers, any person controlling the Initial Purchasers, the Company, the officers or directors of the Company, or any person controlling the Company, (ii) acceptance of the Series A Notes and payment for them hereunder and (iii) termination of this Agreement.

If for any reason the Series A Notes are not delivered by or on behalf of the Company as provided herein (other than as a result of any termination of this Agreement pursuant to Section 10), the Company agrees to reimburse the Initial Purchasers for all out-of-pocket

expenses (including the reasonable fees and disbursements of counsel) incurred by them. Notwithstanding any termination of this Agreement, the Company shall be liable for all expenses which it has agreed to pay pursuant to Section 5(h) hereof.

This Agreement has been and is made solely for the benefit of and shall be binding upon the Company, the Initial Purchasers, the Initial Purchasers' directors and officers, any controlling persons referred to herein, the directors of the Company and their respective successors and assigns, all as and to the extent provided in this Agreement, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" shall not include a purchaser of any of the Series A Notes from the Initial Purchasers merely because of such purchase.

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

This Agreement may be signed in various counterparts which together shall constitute one and the same instrument.

Please confirm that the foregoing correctly sets forth the agreement among the Company and the Initial Purchasers.

Very truly yours,

MASTEC, INC.

By:
Name:
Title:

JEFFERIES & COMPANY, INC.

By:
Name:
Title:

BANCBOSTON SECURITIES INC.

By:_____
Name:
Title:

CIBC OPPENHEIMER CORP.

By:_____
Name:
Title

NATIONSBANC MONTGOMERY SECURITIES LLC

By:_____
Name:
Title

SCHEDULE A

SUBSIDIARIES

29

SCHEDULE B

INITIAL PURCHASER	PRINCIPAL AMOUNT OF NOTES
Jefferies & Company, Inc.	$ 140,000,000
BancBoston Securities Inc.	20,000,000
CIBC Oppenheimer Corp.	20,000,000
NationsBanc Montgomery Securities LLC	20,000,000
TOTAL	$ 150,000,000

EXHIBIT 4.2

MASTEC, INC.

SERIES A AND SERIES B

7 3/4% SENIOR SUBORDINATED NOTES DUE 2008

INDENTURE

DATED AS OF FEBRUARY 4, 1998

FIRST TRUST NATIONAL ASSOCIATION

TRUSTEE

CROSS-REFERENCE TABLE*

TRUST INDENTURE

ACT SECTION	INDENTURE SECTION
310 (a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(i)(b)	7.10
(ii)(c)	N.A.
311(a)	7.11
(b)	7.11
(iii(c)	N.A.
312 (a)	2.05
(b)	11.03
(iv)(c)	11.03
313(a)	7.06
(b)(1)	10.03
(b)(2)	7.07
(v)(c)	7.06; 11.02
(vi)(d)	7.06
314(a)	4.03; 11.02
(a)(b)	10.02
(c)(1)	11.04
(c)(2)	11.04
(c)(3)	N.A.
(d)	10.03, 10.04, 10.05
(vii)(e)	11.05 (f)NA
315 (a)	7.01
(b)	7.05, 11.02
(b)(c)	7.01
(d)	7.01
(e)	6.11
316 (a)(LAST SENTENCE)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04

(a)(2).....n.a.
(b).....6.07
(c)(c).....2.12
317 (a)(1).....6.08
(a)(2).....6.09
(b).....2.04
318 (a).....11.01
(b).....N.A.
(c).....11.01
N.A. MEANS NOT APPLICABLE.

*THIS CROSS-REFERENCE TABLE IS NOT PART OF THE INDENTURE.

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INDENTURE dated as of February 4, 1998 among MasTec, Inc., a Delaware corporation, (the "COMPANY") AND FIRST TRUST NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE").

THE COMPANY AND THE TRUSTEE AGREE AS FOLLOWS FOR THE BENEFIT OF EACH OTHER AND FOR THE EQUAL AND RATABLE BENEFIT OF THE HOLDERS OF THE 7 3/4% SERIES A SENIOR SUBORDINATED NOTES DUE 2008 (THE "SERIES A NOTES") AND THE 7 3/4% SERIES B SENIOR SUBORDINATED NOTES DUE 2008 (THE "SERIES B NOTES" AND, TOGETHER WITH THE SERIES A NOTES, THE "NOTES"):

ARTICLE 1.

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01 DEFINITIONS.

"144A GLOBAL NOTE" MEANS A GLOBAL NOTE IN THE FORM OF EXHIBIT A HERETO BEARING THE GLOBAL NOTE LEGEND AND THE PRIVATE PLACEMENT LEGEND AND DEPOSITED WITH OR ON BEHALF OF, AND REGISTERED IN THE NAME OF, THE DEPOSITARY OR ITS NOMINEE THAT WILL BE ISSUED IN A DENOMINATION EQUAL TO THE OUTSTANDING PRINCIPAL AMOUNT OF THE NOTES SOLD IN RELIANCE ON RULE 144A.

"ACQUIRED DEBT" MEANS, WITH RESPECT TO ANY SPECIFIED PERSON, (I) INDEBTEDNESS OF ANY OTHER PERSON EXISTING AT THE TIME SUCH OTHER PERSON IS MERGED WITH OR INTO OR BECAME A SUBSIDIARY OF SUCH SPECIFIED PERSON, INCLUDING, WITHOUT LIMITATION, INDEBTEDNESS INCURRED IN CONNECTION WITH OR IN CONTEMPLATION OF, SUCH OTHER PERSON MERGING WITH OR INTO OR BECOMING A SUBSIDIARY OF SUCH SPECIFIED PERSON, AND (II) INDEBTEDNESS SECURED BY A LIEN ENCUMBERING ANY ASSET ACQUIRED BY SUCH SPECIFIED PERSON.

"AFFILIATE" OF ANY SPECIFIED PERSON MEANS ANY OTHER PERSON DIRECTLY OR INDIRECTLY CONTROLLING OR CONTROLLED BY OR UNDER DIRECT OR INDIRECT COMMON CONTROL WITH SUCH SPECIFIED PERSON. FOR PURPOSES OF THIS DEFINITION, "CONTROL" (INCLUDING, WITH CORRELATIVE MEANINGS, THE TERMS "CONTROLLING," "CONTROLLED BY" AND "UNDER COMMON CONTROL WITH"), AS USED WITH RESPECT TO ANY PERSON, SHALL MEAN THE POSSESSION, DIRECTLY OR INDIRECTLY, OF THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT OR POLICIES OF SUCH PERSON, WHETHER THROUGH THE OWNERSHIP OF VOTING SECURITIES, BY AGREEMENT OR OTHERWISE; PROVIDED THAT BENEFICIAL OWNERSHIP OF 10% OR MORE OF THE VOTING SECURITIES OF A PERSON SHALL BE DEEMED TO BE CONTROL.

"AGENT" MEANS ANY REGISTRAR, PAYING AGENT OR CO-REGISTRAR.

"APPLICABLE PROCEDURES" MEANS, WITH RESPECT TO ANY TRANSFER OR EXCHANGE OF OR FOR BENEFICIAL INTERESTS IN ANY GLOBAL NOTE, THE RULES AND PROCEDURES OF THE DEPOSITARY, EUROCLEAR AND CEDEL THAT APPLY TO SUCH TRANSFER OR EXCHANGE.

"ASSET SALE" MEANS (I) THE SALE, LEASE, CONVEYANCE OR OTHER DISPOSITION OF ANY ASSETS OR RIGHTS (INCLUDING, WITHOUT LIMITATION, BY WAY OF A SALE OR LEASEBACK), EXCLUDING SALES AND DISPOSITIONS OF SERVICES AND ANCILLARY PRODUCTS IN THE ORDINARY COURSE OF BUSINESS (PROVIDED THAT THE SALE, LEASE, CONVEYANCE OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE COMPANY AND ITS RESTRICTED SUBSIDIARIES TAKEN AS A WHOLE SHALL BE GOVERNED BY SECTIONS 4.14 AND/OR 5.01 HEREOF AND NOT BY SECTION 4.10 HEREOF), AND (II) THE ISSUE OR SALE BY THE COMPANY OR ANY OF ITS SUBSIDIARIES OF EQUITY INTERESTS OF ANY OF THE COMPANY'S SUBSIDIARIES, IN THE CASE OF EITHER CLAUSE (I) OR (II), WHETHER IN A SINGLE

TRANSACTION OR A SERIES OF RELATED TRANSACTIONS (A) THAT HAVE A FAIR MARKET VALUE IN EXCESS OF $5.0 MILLION OR (B) FOR NET PROCEEDS IN EXCESS OF $5.0 MILLION. NOTWITHSTANDING THE FOREGOING: (I) A TRANSFER OF ASSETS BY THE COMPANY TO A RESTRICTED SUBSIDIARY OR BY A RESTRICTED SUBSIDIARY TO THE COMPANY OR TO ANOTHER RESTRICTED SUBSIDIARY; (II) AN ISSUANCE OF EQUITY INTERESTS BY A WHOLLY OWNED RESTRICTED SUBSIDIARY TO THE COMPANY OR TO ANOTHER WHOLLY OWNED RESTRICTED SUBSIDIARY; (III) A RESTRICTED PAYMENT THAT IS PERMITTED BY SECTION 4.07 HEREOF; (IV) THE DISPOSITION OF OBSOLETE, WORN OUT OR EXCESS EQUIPMENT; AND (V) THE SALE OR OTHER DISPOSITION OF THE COMPANY'S EQUITY INTERESTS IN SUPERCANAL OR CONECEL SHALL NOT BE DEEMED TO BE ASSET SALES.

"BANKRUPTCY LAW" MEANS TITLE 11, U.S. CODE OR ANY SIMILAR FEDERAL OR STATE LAW FOR THE RELIEF OF DEBTORS.

"BOARD OF DIRECTORS" MEANS THE BOARD OF DIRECTORS OF THE COMPANY OR ANY AUTHORIZED COMMITTEE THEREOF.

"BUSINESS DAY" MEANS ANY DAY OTHER THAN A LEGAL HOLIDAY.

"CAPITAL LEASE OBLIGATION" MEANS, AT THE TIME ANY DETERMINATION THEREOF IS TO BE MADE, THE AMOUNT OF THE LIABILITY IN RESPECT OF A CAPITAL LEASE THAT WOULD AT SUCH TIME BE REQUIRED TO BE CAPITALIZED ON A BALANCE SHEET IN ACCORDANCE WITH GAAP.

"CAPITAL STOCK" MEANS (I) IN THE CASE OF A CORPORATION, CORPORATE STOCK, (II) IN THE CASE OF AN ASSOCIATION OR BUSINESS ENTITY, ANY AND ALL SHARES, INTERESTS, PARTICIPATIONS, RIGHTS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CORPORATE STOCK, (III) IN THE CASE OF A PARTNERSHIP OR LIMITED LIABILITY COMPANY, PARTNERSHIP OR MEMBERSHIP INTERESTS (WHETHER GENERAL OR LIMITED) AND (IV) ANY OTHER INTEREST OR PARTICIPATION THAT CONFERS ON A PERSON THE RIGHT TO RECEIVE A SHARE OF THE PROFITS AND LOSSES OF, OR DISTRIBUTION OF ASSETS OF, THE ISSUING PERSON.

"CASH EQUIVALENTS" MEANS (I) ANY EVIDENCE OF INDEBTEDNESS ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN ONE YEAR FROM THE DATE OF ACQUISITION, (II) CERTIFICATES OF DEPOSIT AND EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKERS' ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY DOMESTIC COMMERCIAL BANK HAVING CAPITAL AND SURPLUS IN EXCESS OF $250.0 MILLION AND A THOMPSON BANK WATCH RATING OF "B" OR BETTER, OR WHOSE SHORT-TERM DEBT HAS THE HIGHEST RATING OBTAINABLE FROM MOODY'S INVESTORS SERVICE, INC. ("MOODY'S") OR STANDARD & POOR'S CORPORATION ("S&P"), (III) ANY MONEY MARKET DEPOSIT ACCOUNT ISSUED OR OFFERED BY A DOMESTIC COMMERCIAL BANK HAVING CAPITAL AND SURPLUS IN EXCESS OF $250.0 MILLION AND A THOMPSON BANK WATCH RATING OF "B" OR BETTER, OR WHOSE SHORT-TERM DEBT HAS THE HIGHEST RATING OBTAINABLE FROM MOODY'S OR S&P, (IV) REPURCHASE OBLIGATIONS WITH A TERM OF NOT MORE THAN SEVEN DAYS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (I) AND (II) ABOVE ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (II) ABOVE, AND (V) COMMERCIAL PAPER HAVING THE HIGHEST RATING OBTAINABLE FROM MOODY'S OR S&P, AND IN EACH CASE MATURING WITHIN ONE YEAR AFTER THE DATE OF ACQUISITION.

"CEDEL" MEANS CEDEL BANK, SA.

"CHANGE OF CONTROL" MEANS THE OCCURRENCE OF ANY OF THE FOLLOWING: (I) THE SALE, LEASE, TRANSFER, CONVEYANCE OR OTHER DISPOSITION (OTHER THAN BY WAY OF MERGER OR CONSOLIDATION), IN ONE OR A SERIES OF RELATED TRANSACTIONS, OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE COMPANY AND ITS RESTRICTED SUBSIDIARIES TAKEN AS A WHOLE TO ANY "PERSON" (AS SUCH TERM IS USED IN SECTION 13(D)(3) OF THE EXCHANGE ACT) OTHER THAN THE PRINCIPALS OR ANY WHOLLY OWNED RESTRICTED SUBSIDIARY OF THE COMPANY; (II) THE

ADOPTION OF A PLAN RELATING TO THE LIQUIDATION OR DISSOLUTION OF THE COMPANY; (III) THE CONSUMMATION OF ANY TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MERGER OR CONSOLIDATION) THE RESULT OF WHICH IS THAT ANY "PERSON" (AS DEFINED ABOVE), OTHER THAN THE PRINCIPALS, BECOMES THE "BENEFICIAL OWNER" (AS SUCH TERM IS DEFINED IN RULE 13D-3 AND RULE 13D-5 UNDER THE EXCHANGE ACT, EXCEPT THAT A PERSON SHALL BE DEEMED TO HAVE "BENEFICIAL OWNERSHIP" OF ALL SECURITIES THAT SUCH PERSON HAS THE RIGHT TO ACQUIRE, WHETHER SUCH RIGHT IS CURRENTLY EXERCISABLE OR IS EXCERCISABLE ONLY UPON THE OCCURRENCE OF A SUBSEQUENT CONDITION), DIRECTLY OR INDIRECTLY, OF MORE THAN 40% OF THE VOTING STOCK OF THE COMPANY (MEASURED BY VOTING POWER RATHER THAN NUMBER OF SHARES) OR; (IV) THE FIRST DAY ON WHICH A MAJORITY OR THE MEMBERS OF THE BOARD OF DIRECTORS ARE NOT CONTINUING DIRECTORS.

"CLOSING DATE" MEANS THE DATE OF THE CLOSING ON THE SALE OF THE NOTES.

"COMPANY" MEANS MASTEC, INC., A DELAWARE CORPORATION, AND ANY AND ALL SUCCESSORS THERETO.

"CONECEL" MEANS CONSORCIO ECUATORIANO DE TELECOMMUNICACIONES, S.A.

"CONSOLIDATED CASH FLOW" MEANS, WITH RESPECT TO ANY PERSON FOR ANY PERIOD, THE CONSOLIDATED NET INCOME OF SUCH PERSON FOR SUCH PERIOD PLUS, TO THE EXTENT DEDUCTED IN COMPUTING SUCH CONSOLIDATED NET INCOME, (I) AN AMOUNT EQUAL TO ANY EXTRAORDINARY, NONRECURRING OR UNUSUAL LOSS OR CHARGE PLUS ANY NET LOSS REALIZED IN CONNECTION WITH AN ASSET SALE, (II) PROVISION FOR TAXES BASED ON INCOME OR PROFITS (LESS THE TAX EFFECT ATTRIBUTABLE TO MINORITY INTERESTS), (III) CONSOLIDATED INTEREST EXPENSE (NET OF INTEREST INCOME) WHETHER PAID OR ACCRUED AND WHETHER OR NOT CAPITALIZED (INCLUDING, WITHOUT LIMITATION, PREPAYMENT PENALTIES, PREMIUMS ON INDEBTEDNESS, AMORTIZATION OF DEBT ISSUANCE COSTS AND ORIGINAL ISSUE DISCOUNT, NON-CASH INTEREST PAYMENTS, THE INTEREST COMPONENT OF ANY DEFERRED PAYMENT OBLIGATIONS, THE INTEREST COMPONENT OF ALL PAYMENTS ASSOCIATED WITH CAPITAL LEASE OBLIGATIONS, COMMISSIONS, DISCOUNTS AND OTHER FEES AND CHARGES INCURRED IN RESPECT OF LETTER OF CREDIT OR BANKERS' ACCEPTANCE FINANCINGS, AND NET PAYMENTS (IF ANY) PURSUANT TO HEDGING OBLIGATIONS), AND (IV) DEPRECIATION AND AMORTIZATION (INCLUDING AMORTIZATION OF GOODWILL AND OTHER INTANGIBLES BUT EXCLUDING AMORTIZATION OF PREPAID CASH EXPENSES THAT WERE PAID IN A PRIOR PERIOD) IN EACH CASE, ON A CONSOLIDATED BASIS AND DETERMINED IN ACCORDANCE WITH GAAP. NOTWITHSTANDING THE FOREGOING, THE PROVISION FOR TAXES BASED ON THE INCOME OR PROFITS OF, AND THE DEPRECIATION AND AMORTIZATION OF, A RESTRICTED SUBSIDIARY OF A PERSON SHALL BE ADDED TO CONSOLIDATED NET INCOME TO COMPUTE CONSOLIDATED CASH FLOW ONLY TO THE EXTENT (AND IN THE SAME PROPORTION) THAT THE NET INCOME OF SUCH RESTRICTED SUBSIDIARY WAS INCLUDED IN CALCULATING THE CONSOLIDATED NET INCOME OF SUCH PERSON AND ONLY IF A CORRESPONDING AMOUNT WOULD BE PERMITTED AT THE DATE OF DETERMINATION TO BE DIVIDENDED TO THE COMPANY BY SUCH RESTRICTED SUBSIDIARY WITHOUT PRIOR APPROVAL (THAT HAS NOT BEEN OBTAINED) PURSUANT TO THE TERMS OF ITS CHARTER AND ALL AGREEMENTS, INSTRUMENTS, JUDGMENTS, DECREES, ORDERS, STATUTES, RULES AND GOVERNMENTAL REGULATIONS APPLICABLE TO SUCH RESTRICTED SUBSIDIARY OR ITS STOCKHOLDERS.

"CONSOLIDATED NET INCOME" MEANS, WITH RESPECT TO ANY PERSON FOR ANY PERIOD, THE AGGREGATE OF THE NET INCOME OF SUCH PERSON AND ITS RESTRICTED SUBSIDIARIES FOR SUCH PERIOD, ON A CONSOLIDATED BASIS, DETERMINED IN ACCORDANCE WITH GAAP; PROVIDED THAT (I) THE NET INCOME (BUT NOT LOSS) OF ANY PERSON THAT IS NOT A RESTRICTED SUBSIDIARY OR THAT IS ACCOUNTED FOR BY THE EQUITY METHOD OF ACCOUNTING SHALL BE INCLUDED ONLY TO THE EXTENT OF THE AMOUNT OF DIVIDENDS OR DISTRIBUTIONS PAID IN CASH TO THE REFERENT PERSON OR A WHOLLY OWNED RESTRICTED SUBSIDIARY THEREOF, (II) THE NET INCOME OF ANY RESTRICTED SUBSIDIARY SHALL BE EXCLUDED TO THE EXTENT THAT THE DECLARATION OR PAYMENT OF DIVIDENDS OR SIMILAR DISTRIBUTIONS BY THAT RESTRICTED SUBSIDIARY OF THAT NET INCOME IS NOT AT THE DATE OF DETERMINATION

PERMITTED WITHOUT ANY PRIOR GOVERNMENTAL APPROVAL (THAT HAS NOT BEEN OBTAINED) OR, DIRECTLY OR INDIRECTLY, BY OPERATION OF THE TERMS OF ITS CHARTER OR ANY AGREEMENT, INSTRUMENT, JUDGMENT, DECREE, ORDER, STATUTE, RULE OR GOVERNMENTAL REGULATION APPLICABLE TO THAT RESTRICTED SUBSIDIARY OR ITS STOCKHOLDERS, (III) THE NET INCOME OF ANY PERSON ACQUIRED IN A POOLING OF INTEREST TRANSACTION FOR ANY PERIOD PRIOR TO THE DATE OF SUCH ACQUISITION SHALL BE EXCLUDED, (IV) THE CUMULATIVE EFFECT OF A CHANGE IN ACCOUNTING PRINCIPLES SHALL BE EXCLUDED AND (V) THE NET INCOME (BUT NOT LOSS) OF ANY UNRESTRICTED SUBSIDIARY SHALL BE EXCLUDED, WHETHER OR NOT DISTRIBUTED TO THE COMPANY OR ONE OF ITS RESTRICTED SUBSIDIARIES.

"CONSOLIDATED NET WORTH" MEANS, WITH RESPECT TO ANY PERSON AS OF ANY DATE, THE SUM OF (I) THE CONSOLIDATED EQUITY OF THE COMMON STOCKHOLDERS OF SUCH PERSON AND ITS CONSOLIDATED RESTRICTED SUBSIDIARIES AS OF SUCH DATE, PLUS (II) THE RESPECTIVE AMOUNTS REPORTED ON SUCH PERSON'S BALANCE SHEET AS OF SUCH DATE WITH RESPECT TO ANY SERIES OF PREFERRED STOCK (OTHER THAN DISQUALIFIED STOCK) THAT BY ITS TERMS IS NOT ENTITLED TO THE PAYMENT OF DIVIDENDS UNLESS SUCH DIVIDENDS MAY BE DECLARED AND PAID ONLY OUT OF NET EARNINGS IN RESPECT OF THE YEAR OF SUCH DECLARATION AND PAYMENT, BUT ONLY TO THE EXTENT OF ANY CASH RECEIVED BY SUCH PERSON UPON ISSUANCE OF SUCH PREFERRED STOCK, LESS (A) ALL WRITE-UPS (OTHER THAN WRITE-UPS RESULTING FROM FOREIGN CURRENCY TRANSLATIONS AND WRITE-UPS OF TANGIBLE ASSETS OF A GOING CONCERN BUSINESS MADE WITHIN 12 MONTHS AFTER THE ACQUISITION OF SUCH BUSINESS) SUBSEQUENT TO THE CLOSING DATE IN THE BOOK VALUE OF ANY ASSET OWNED BY SUCH PERSON OR A CONSOLIDATED RESTRICTED SUBSIDIARY OF SUCH PERSON, (B) ALL INVESTMENTS AS OF SUCH DATE IN UNCONSOLIDATED SUBSIDIARIES AND IN PERSONS THAT ARE NOT RESTRICTED SUBSIDIARIES AND (C) ALL UNAMORTIZED DEBT DISCOUNT AND EXPENSE AND UNAMORTIZED DEFERRED CHARGES AS OF SUCH DATE, IN EACH CASE, DETERMINED IN ACCORDANCE WITH GAAP.

"CONTINUING DIRECTORS" MEANS, AS OF ANY DATE OF DETERMINATION, ANY MEMBER OF THE BOARD OF DIRECTORS WHO (I) WAS A MEMBER OF SUCH BOARD OF DIRECTORS ON THE CLOSING DATE OR (II) WAS NOMINATED FOR ELECTION OR ELECTED TO SUCH BOARD OF DIRECTORS WITH THE APPROVAL OF A MAJORITY OF THE CONTINUING DIRECTORS WHO WERE MEMBERS OF SUCH BOARD OF DIRECTORS AT THE TIME OF SUCH NOMINATION OR ELECTION.

"CREDIT FACILITY" MEANS THAT CERTAIN CREDIT AGREEMENT, DATED AS OF JUNE 9, 1997, BY AND AMONG THE COMPANY, CERTAIN SUBSIDIARIES OF THE COMPANY NAMED THEREIN, THE LENDERS PARTY THERETO AND BANKBOSTON, N.A., AS AGENT, AND ALL AGREEMENTS ANCILLARY THERETO, AS SUCH CREDIT AGREEMENT AND ANCILLARY AGREEMENTS MAY BE AMENDED, RESTATED, EXTENDED, MODIFIED, RENEWED, REFUNDED, REPLACED, SUBSTITUTED, RESTRUCTURED OR REFINANCED IN WHOLE OR IN PART FROM TIME TO TIME (INCLUDING, WITHOUT LIMITATION, ANY SUCCESSIVE RENEWALS, EXTENSIONS, SUBSTITUTIONS, REFINANCINGS, RESTRUCTURINGS, REPLACEMENTS, SUPPLEMENTS OR MODIFICATIONS OF THE FOREGOING), WHETHER WITH THE PRESENT LENDERS OR ANY OTHER LENDERS.

"CORPORATE TRUST OFFICE OF THE TRUSTEE" SHALL BE AT THE ADDRESS OF THE TRUSTEE SPECIFIED IN SECTION 11.02 HEREOF OR SUCH OTHER ADDRESS AS TO WHICH THE TRUSTEE MAY GIVE NOTICE TO THE COMPANY.

"CUSTODIAN" MEANS THE TRUSTEE, AS CUSTODIAN WITH RESPECT TO THE NOTES IN GLOBAL FORM, OR ANY SUCCESSOR ENTITY THERETO.

"DEFAULT" MEANS ANY EVENT THAT IS OR WITH THE PASSAGE OF TIME OR THE GIVING OF NOTICE OR BOTH WOULD BE AN EVENT OF DEFAULT.

"DEFINITIVE NOTE" MEANS A CERTIFICATED NOTE REGISTERED IN THE NAME OF THE HOLDER THEREOF AND ISSUED IN ACCORDANCE WITH SECTION 2.06 HEREOF, IN THE FORM OF EXHIBIT A HERETO EXCEPT THAT SUCH NOTE SHALL NOT BEAR THE GLOBAL NOTE LEGEND AND SHALL NOT HAVE THE "SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE" ATTACHED THERETO.

"DEPOSITARY" MEANS, WITH RESPECT TO THE NOTES ISSUABLE OR ISSUED IN WHOLE OR IN PART IN GLOBAL FORM, THE PERSON SPECIFIED IN SECTION 2.03 HEREOF AS THE DEPOSITARY WITH RESPECT TO THE NOTES, AND ANY AND ALL SUCCESSORS THERETO APPOINTED AS DEPOSITARY HEREUNDER AND HAVING BECOME SUCH PURSUANT TO THE APPLICABLE PROVISION OF THIS INDENTURE.

"DESIGNATED SENIOR DEBT" MEANS (I) ANY INDEBTEDNESS NOW OR HEREAFTER OUTSTANDING UNDER THE CREDIT FACILITY AND (II) ANY OTHER SENIOR DEBT PERMITTED UNDER THIS INDENTURE THE PRINCIPAL AMOUNT OF WHICH IS $10.0 MILLION OR MORE AND THAT HAS BEEN DESIGNATED BY THE COMPANY AS "DESIGNATED SENIOR DEBT."

"DISQUALIFIED STOCK" MEANS ANY CAPITAL STOCK THAT, BY ITS TERMS (OR BY THE TERMS OF ANY SECURITY INTO WHICH IT IS CONVERTIBLE OR FOR WHICH IT IS EXCHANGEABLE), OR UPON THE HAPPENING OF ANY EVENT, MATURES OR IS MANDATORILY REDEEMABLE, PURSUANT TO A SINKING FUND OBLIGATION OR OTHERWISE, OR IS REDEEMABLE AT THE OPTION OF THE HOLDER THEREOF, IN WHOLE OR IN PART, ON OR PRIOR TO THE DATE THAT IS 91 DAYS AFTER THE DATE ON WHICH THE NOTES MATURE.

"EQUITY INTERESTS" MEANS CAPITAL STOCK AND ALL WARRANTS, OPTIONS OR OTHER RIGHTS TO ACQUIRE CAPITAL STOCK (BUT EXCLUDING ANY DEBT SECURITY THAT IS CONVERTIBLE INTO, OR EXCHANGEABLE FOR, CAPITAL STOCK).

"EUROCLEAR" MEANS MORGAN GUARANTY TRUST COMPANY OF NEW YORK, BRUSSELS OFFICE, AS OPERATOR OF THE EUROCLEAR SYSTEM.

"EXCHANGE ACT" MEANS THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

"EXCHANGE NOTES" MEANS THE NOTES ISSUED IN THE EXCHANGE OFFER PURSUANT TO SECTION 2.06(F) HEREOF.

"EXCHANGE OFFER" HAS THE MEANING SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT.

"EXCHANGE OFFER REGISTRATION STATEMENT" HAS THE MEANING SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT.

"EXISTING INDEBTEDNESS" MEANS INDEBTEDNESS IN EXISTENCE ON THE CLOSING DATE, UNTIL SUCH INDEBTEDNESS IS REPAID.

"FIXED CHARGES" MEANS, WITH RESPECT TO ANY PERSON FOR ANY PERIOD, THE SUM, WITHOUT DUPLICATION, OF (I) THE CONSOLIDATED INTEREST EXPENSE (NET OF INTEREST INCOME) OF SUCH PERSON AND ITS RESTRICTED SUBSIDIARIES FOR SUCH PERIOD, WHETHER PAID OR ACCRUED (INCLUDING, WITHOUT LIMITATION, AMORTIZATION OF DEBT ISSUANCE COSTS AND ORIGINAL ISSUE DISCOUNT, NON-CASH INTEREST PAYMENTS, THE INTEREST COMPONENT OF ANY DEFERRED PAYMENT OBLIGATIONS, THE INTEREST COMPONENT OF ALL PAYMENTS ASSOCIATED WITH CAPITAL LEASE OBLIGATIONS, COMMISSIONS, DISCOUNTS AND OTHER FEES AND CHARGES INCURRED IN RESPECT OF LETTER OF CREDIT OR BANKERS' ACCEPTANCE FINANCINGS, AND NET PAYMENTS (IF ANY) PURSUANT TO HEDGING OBLIGATIONS), (II) THE CONSOLIDATED INTEREST EXPENSE OF SUCH PERSON AND ITS RESTRICTED SUBSIDIARIES THAT WAS CAPITALIZED DURING SUCH PERIOD, (III) ANY INTEREST EXPENSE ON INDEBTEDNESS OF ANOTHER PERSON THAT IS GUARANTEED BY SUCH PERSON OR ONE OF ITS RESTRICTED SUBSIDIARIES OR SECURED BY A LIEN ON ASSETS OF SUCH PERSON OR ONE OF ITS RESTRICTED SUBSIDIARIES (WHETHER OR NOT SUCH GUARANTEE OR LIEN IS CALLED UPON) AND (IV) THE PRODUCT OF (A) ALL DIVIDEND PAYMENTS, WHETHER OR NOT IN CASH, ON ANY SERIES OF PREFERRED STOCK OF

SUCH PERSON OR ANY OF ITS RESTRICTED SUBSIDIARIES HELD BY PERSONS OTHER THAN THE COMPANY OR A WHOLLY OWNED RESTRICTED SUBSIDIARY OF THE COMPANY, OTHER THAN DIVIDEND PAYMENTS ON EQUITY INTERESTS PAYABLE SOLELY IN EQUITY INTERESTS OF THE COMPANY, TIMES (B) A FRACTION, THE NUMERATOR OF WHICH IS ONE AND THE DENOMINATOR OF WHICH IS ONE MINUS THE THEN CURRENT COMBINED FEDERAL, STATE AND LOCAL STATUTORY TAX RATE OF SUCH PERSON, EXPRESSED AS A DECIMAL, IN EACH CASE, ON A CONSOLIDATED BASIS AND IN ACCORDANCE WITH GAAP.

"FIXED CHARGE COVERAGE RATIO" MEANS WITH RESPECT TO ANY PERSON FOR ANY PERIOD, THE RATIO OF THE CONSOLIDATED CASH FLOW OF SUCH PERSON FOR SUCH PERIOD TO THE FIXED CHARGES OF SUCH PERSON AND ITS RESTRICTED SUBSIDIARIES FOR SUCH PERIOD. IN THE EVENT THAT THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES INCURS, ASSUMES, GUARANTEES OR REDEEMS ANY INDEBTEDNESS (OTHER THAN REVOLVING CREDIT BORROWINGS) OR ISSUES PREFERRED STOCK SUBSEQUENT TO THE COMMENCEMENT OF THE PERIOD FOR WHICH THE FIXED CHARGE COVERAGE RATIO IS BEING CALCULATED BUT PRIOR TO THE DATE ON WHICH THE EVENT FOR WHICH THE CALCULATION OF THE FIXED CHARGE COVERAGE RATIO IS MADE (THE "CALCULATION DATE"), THEN THE FIXED CHARGE COVERAGE RATIO SHALL BE CALCULATED GIVING PRO FORMA EFFECT TO SUCH INCURRENCE, ASSUMPTION, GUARANTEE OR REDEMPTION OF INDEBTEDNESS, OR SUCH ISSUANCE OR REDEMPTION OF PREFERRED STOCK, AS IF THE SAME HAD OCCURRED AT THE BEGINNING OF THE APPLICABLE FOUR-QUARTER REFERENCE PERIOD. IN ADDITION, FOR PURPOSES OF MAKING THE COMPUTATION REFERRED TO ABOVE, (I) ACQUISITIONS THAT HAVE BEEN MADE BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES, INCLUDING THROUGH MERGERS OR CONSOLIDATIONS AND INCLUDING ANY RELATED FINANCING TRANSACTIONS, DURING THE FOUR-QUARTER REFERENCE PERIOD OR SUBSEQUENT TO SUCH REFERENCE PERIOD AND ON OR PRIOR TO THE CALCULATION DATE SHALL BE DEEMED TO HAVE OCCURRED ON THE FIRST DAY OF THE FOUR-QUARTER REFERENCE PERIOD AND CONSOLIDATED CASH FLOW FOR SUCH REFERENCE PERIOD SHALL BE CALCULATED WITHOUT GIVING EFFECT TO CLAUSE (III) OF THE PROVISO SET FORTH IN THE DEFINITION OF CONSOLIDATED NET INCOME, (II) THE CONSOLIDATED CASH FLOW ATTRIBUTABLE TO DISCONTINUED OPERATIONS, AS DETERMINED IN ACCORDANCE WITH GAAP, AND OPERATIONS OR BUSINESSES DISPOSED OF PRIOR TO THE CALCULATION DATE, SHALL BE EXCLUDED AND (III) THE FIXED CHARGES ATTRIBUTABLE TO DISCONTINUED OPERATIONS, AS DETERMINED IN ACCORDANCE WITH GAAP, AND OPERATIONS OR BUSINESSES DISPOSED OF PRIOR TO THE CALCULATION DATE, SHALL BE EXCLUDED, BUT ONLY TO THE EXTENT THAT THE OBLIGATIONS GIVING RISE TO SUCH FIXED CHARGES SHALL NOT BE OBLIGATIONS OF THE REFERENT PERSON OR ANY OF ITS RESTRICTED SUBSIDIARIES FOLLOWING THE CALCULATION DATE.

"GAAP" MEANS GENERALLY ACCEPTED ACCOUNTING PRINCIPLES SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR IN SUCH OTHER STATEMENTS BY SUCH OTHER ENTITY AS HAVE BEEN APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION, WHICH ARE IN EFFECT FROM TIME TO TIME.

"GLOBAL NOTES" MEANS, INDIVIDUALLY AND COLLECTIVELY, EACH OF THE RESTRICTED GLOBAL NOTES AND THE UNRESTRICTED GLOBAL NOTES, IN THE FORM OF EXHIBIT A HERETO ISSUED IN ACCORDANCE WITH SECTION 2.01, 2.06(B)(IV), 2.06(D)(II) OR 2.06(F) HEREOF.

"GLOBAL NOTE LEGEND" MEANS THE LEGEND SET FORTH IN SECTION 2.06(G)(II), WHICH IS REQUIRED TO BE PLACED ON ALL GLOBAL NOTES ISSUED UNDER THIS INDENTURE.

"GOVERNMENT SECURITIES" MEANS DIRECT OBLIGATIONS OF, OR OBLIGATIONS GUARANTEED BY, THE UNITED STATES OF AMERICA, AND THE PAYMENT FOR WHICH THE UNITED STATES PLEDGES ITS FULL FAITH AND CREDIT.

"GUARANTEE" MEANS A GUARANTEE (OTHER THAN BY ENDORSEMENT OF NEGOTIABLE INSTRUMENTS FOR COLLECTION IN THE ORDINARY COURSE OF BUSINESS), DIRECT OR INDIRECT, IN ANY MANNER (INCLUDING, WITHOUT LIMITATION, LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENTS IN RESPECT THEREOF), OF ALL OR ANY PART OF ANY INDEBTEDNESS.

"HEDGING OBLIGATIONS" MEANS, WITH RESPECT TO ANY PERSON, THE OBLIGATIONS OF SUCH PERSON UNDER (I) INTEREST RATE SWAP AGREEMENTS, INTEREST RATE CAP AGREEMENTS AND INTEREST RATE COLLAR AGREEMENTS AND (II) OTHER AGREEMENTS OR ARRANGEMENTS DESIGNED TO PROTECT SUCH PERSON AGAINST FLUCTUATIONS IN INTEREST RATES, CURRENCY EXCHANGE RATES OR COMMODITY PRICES.

"HOLDER" MEANS A PERSON IN WHOSE NAME A NOTE IS REGISTERED.

"IAI GLOBAL NOTE" MEANS THE GLOBAL NOTE IN THE FORM OF EXHIBIT A HERETO BEARING THE GLOBAL NOTE LEGEND AND THE PRIVATE PLACEMENT LEGEND AND DEPOSITED WITH OR ON BEHALF OF AND REGISTERED IN THE NAME OF THE DEPOSITARY OR ITS NOMINEE THAT WILL BE ISSUED IN A DENOMINATION EQUAL TO THE OUTSTANDING PRINCIPAL AMOUNT OF THE NOTES SOLD TO INSTITUTIONAL ACCREDITED INVESTORS.

"INDEBTEDNESS" MEANS, WITH RESPECT TO ANY PERSON, (I) ANY INDEBTEDNESS OF SUCH PERSON, WHETHER OR NOT CONTINGENT, IN RESPECT OF BORROWED MONEY OR EVIDENCED BY BONDS, NOTES, DEBENTURES OR SIMILAR INSTRUMENTS OR LETTERS OF CREDIT (OR REIMBURSEMENT AGREEMENTS IN RESPECT THEREOF) OR BANKER'S ACCEPTANCES OR REPRESENTING CAPITAL LEASE OBLIGATIONS OR THE BALANCE DEFERRED AND UNPAID OF THE PURCHASE PRICE OF ANY PROPERTY OR REPRESENTING ANY HEDGING OBLIGATIONS, EXCEPT ANY SUCH BALANCE THAT CONSTITUTES AN ACCRUED EXPENSE OR TRADE PAYABLE, IF AND TO THE EXTENT ANY OF THE FOREGOING INDEBTEDNESS (OTHER THAN LETTERS OF CREDIT AND HEDGING OBLIGATIONS) WOULD APPEAR AS A LIABILITY UPON A BALANCE SHEET OF SUCH PERSON PREPARED IN ACCORDANCE WITH GAAP, (II) ALL INDEBTEDNESS OF OTHERS SECURED BY A LIEN ON ANY ASSET OF SUCH PERSON (WHETHER OR NOT SUCH INDEBTEDNESS IS ASSUMED BY SUCH PERSON) AND (III) TO THE EXTENT NOT OTHERWISE INCLUDED, THE GUARANTEE BY SUCH PERSON OF ANY INDEBTEDNESS OF ANY OTHER PERSON.

NOTWITHSTANDING THE FOREGOING, NONE OF THE FOLLOWING SHALL CONSTITUTE INDEBTEDNESS: (I) INDEBTEDNESS ARISING FROM AGREEMENTS PROVIDING FOR NON-COMPETITION PAYMENTS, EARN-OUT PAYMENTS, INDEMNIFICATION OR ADJUSTMENT OF PURCHASE PRICE OR FROM GUARANTEES SECURING ANY OBLIGATIONS OF THE COMPANY OR ANY OF ITS SUBSIDIARIES PURSUANT TO SUCH AGREEMENTS, INCURRED OR ASSUMED IN CONNECTION WITH THE ACQUISITION OR DISPOSITION OF ANY BUSINESS, ASSETS OR SUBSIDIARY OF THE COMPANY, OTHER THAN GUARANTEES OR SIMILAR CREDIT SUPPORT BY THE COMPANY OR ANY OF ITS SUBSIDIARIES OF INDEBTEDNESS INCURRED BY ANY PERSON ACQUIRING ALL OR ANY PORTION OF SUCH BUSINESS, ASSETS OR SUBSIDIARY FOR THE PURPOSE OF FINANCING SUCH ACQUISITION; (II) ANY TRADE PAYABLES AND OTHER ACCRUED CURRENT LIABILITIES INCURRED IN THE ORDINARY COURSE OF BUSINESS AS THE DEFERRED PURCHASE PRICE OF PROPERTY; (III) OBLIGATIONS ARISING FROM GUARANTEES TO SUPPLIERS, LESSORS, LICENSEES, CONTRACTORS, OR CUSTOMERS INCURRED IN THE ORDINARY COURSE OF BUSINESS; (IV) OBLIGATIONS (OTHER THAN EXPRESS GUARANTEES OF INDEBTEDNESS FOR BORROWED MONEY) IN RESPECT OF INDEBTEDNESS OF OTHER PERSONS ARISING IN CONNECTION WITH (A) THE SALE OR DISCOUNT OF ACCOUNTS RECEIVABLE, (B) TRADE ACCEPTANCES AND (C) ENDORSEMENTS OF INSTRUMENTS FOR DEPOSIT IN THE ORDINARY COURSE OF BUSINESS; (V) OBLIGATIONS IN RESPECT OF PERFORMANCE BONDS PROVIDED BY THE COMPANY OR ITS SUBSIDIARIES IN THE ORDINARY COURSE OF BUSINESS; (VI) OBLIGATIONS ARISING FROM THE HONORING BY A BANK OTHER FINANCIAL INSTITUTION OF A CHECK, DRAFT OR SIMILAR INSTRUMENT DRAWN AGAINST INSUFFICIENT FUNDS IN THE ORDINARY COURSE OF BUSINESS, PROVIDED, HOWEVER, THAT SUCH OBLIGATION IS EXTINGUISHED WITHIN TWO BUSINESS DAYS OF ITS INCURRENCE; AND (VII) ANY OBLIGATIONS UNDER WORKERS' COMPENSATION LAWS AND OTHER SIMILAR LEGISLATION.

"INDENTURE" MEANS THIS INDENTURE, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME.

"INDIRECT PARTICIPANT" MEANS A PERSON WHO HOLDS A BENEFICIAL INTEREST IN A GLOBAL NOTE THROUGH A PARTICIPANT.

"INITIAL PURCHASERS" MEANS JEFFERIES & COMPANY, INC., BANCBOSTON SECURITIES INC., CIBC OPPENHEIMER CORP. AND NATIONSBANC MONTGOMERY SECURITIES LLC.

"INSTITUTIONAL ACCREDITED INVESTOR" MEANS AN INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT, WHO ARE NOT ALSO QIBS.

"INVESTMENTS" MEANS, WITH RESPECT TO ANY PERSON, ALL INVESTMENTS BY SUCH PERSON IN OTHER PERSONS (INCLUDING AFFILIATES) IN THE FORMS OF DIRECT OR INDIRECT LOANS (INCLUDING GUARANTEES OF INDEBTEDNESS OR OTHER OBLIGATIONS), ADVANCES OR CAPITAL CONTRIBUTIONS (EXCLUDING PAYROLL, COMMISSION, TRAVEL AND SIMILAR ADVANCES TO OFFICERS AND EMPLOYEES MADE IN THE ORDINARY COURSE OF BUSINESS AND EXCLUDING ADVANCES TO CUSTOMERS OR JOINT VENTURE PARTNERS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY IN THE ORDINARY COURSE OF BUSINESS THAT ARE RECORDED AS ACCOUNTS RECEIVABLE ON THE BALANCE SHEET OF THE LENDER), PURCHASES OR OTHER ACQUISITIONS FOR CONSIDERATION OF INDEBTEDNESS, EQUITY INTERESTS OR OTHER SECURITIES, TOGETHER WITH ALL ITEMS THAT ARE OR WOULD BE CLASSIFIED AS INVESTMENTS ON A BALANCE SHEET PREPARED IN ACCORDANCE WITH GAAP. "INVESTMENT" SHALL EXCLUDE EXTENSIONS OF TRADE CREDIT BY THE COMPANY AND ITS RESTRICTED SUBSIDIARIES ON COMMERCIALLY REASONABLE TERMS IN ACCORDANCE WITH SUCH PERSON'S NORMAL TRADE PRACTICES. IF THE COMPANY OR ANY SUBSIDIARY OF THE COMPANY SELLS OR OTHERWISE DISPOSES OF ANY EQUITY INTERESTS OF ANY DIRECT OR INDIRECT SUBSIDIARY OF THE COMPANY SUCH THAT, AFTER GIVING EFFECT TO ANY SUCH SALE OR DISPOSITION, SUCH PERSON IS NO LONGER A SUBSIDIARY OF THE COMPANY, THE COMPANY SHALL BE DEEMED TO HAVE MADE AN INVESTMENT ON THE DATE OF ANY SUCH SALE OR DISPOSITION EQUAL TO THE FAIR MARKET VALUE OF THE EQUITY INTERESTS OF SUCH SUBSIDIARY NOT SOLD OR DISPOSED OF IN AN AMOUNT DETERMINED AS PROVIDED IN THE THIRD FULL PARAGRAPH OF SECTION 4.07 HEREOF.

"LEGAL HOLIDAY" MEANS A SATURDAY, A SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN THE CITY OF NEW YORK, NEW YORK OR AT A PLACE OF PAYMENT ARE AUTHORIZED BY LAW, REGULATION OR EXECUTIVE ORDER TO REMAIN CLOSED. IF A PAYMENT DATE IS A LEGAL HOLIDAY AT A PLACE OF PAYMENT, PAYMENT MAY BE MADE AT THAT PLACE ON THE NEXT SUCCEEDING DAY THAT IS NOT A LEGAL HOLIDAY, AND NO INTEREST SHALL ACCRUE ON SUCH PAYMENT FOR THE INTERVENING PERIOD.

"LETTER OF TRANSMITTAL" MEANS THE LETTER OF TRANSMITTAL TO BE PREPARED BY THE COMPANY AND SENT TO ALL HOLDERS OF THE NOTES FOR USE BY SUCH HOLDERS IN CONNECTION WITH THE EXCHANGE OFFER.

"LIEN" MEANS, WITH RESPECT TO ANY ASSET, ANY MORTGAGE, LIEN, PLEDGE, CHARGE, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND IN RESPECT OF SUCH ASSET, WHETHER OR NOT FILED, RECORDED OR OTHERWISE PERFECTED UNDER APPLICABLE LAW (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY LEASE IN THE NATURE THEREOF, ANY OPTION OR OTHER AGREEMENT TO SELL OR GIVE A SECURITY INTEREST IN AND ANY FILING OF OR AGREEMENT TO GIVE ANY FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE (OR EQUIVALENT STATUTES) OF ANY JURISDICTION).

"LIQUIDATED DAMAGES" MEANS ALL LIQUIDATED DAMAGES THEN OWING PURSUANT TO SECTION 5 OF THE REGISTRATION RIGHTS AGREEMENT.

"NET INCOME" MEANS, WITH RESPECT TO ANY PERSON, THE NET INCOME (LOSS) OF SUCH PERSON, DETERMINED IN ACCORDANCE WITH GAAP AND BEFORE ANY REDUCTION IN RESPECT OF PREFERRED STOCK DIVIDENDS, EXCLUDING, HOWEVER, (I) ANY GAIN (BUT NOT LOSS), TOGETHER WITH ANY RELATED PROVISION FOR TAXES ON SUCH GAIN (BUT NOT LOSS), REALIZED IN CONNECTION WITH (A) ANY ASSET SALE OR (B) THE DISPOSITION OF ANY SECURITIES BY SUCH PERSON OR ANY OF ITS RESTRICTED SUBSIDIARIES OR THE EXTINGUISHMENT OF ANY INDEBTEDNESS OF SUCH PERSON OR ANY OF ITS RESTRICTED SUBSIDIARIES AND (II) ANY EXTRAORDINARY OR NONRECURRING GAIN (BUT NOT LOSS), TOGETHER WITH ANY RELATED PROVISION FOR TAXES ON SUCH EXTRAORDINARY OR NONRECURRING GAIN OR LOSS.

"NET PROCEEDS" MEANS THE AGGREGATE CASH PROCEEDS RECEIVED BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES IN RESPECT OF ANY ASSET SALE (INCLUDING, WITHOUT LIMITATION, ANY CASH RECEIVED UPON THE SALE OR OTHER DISPOSITION OF ANY NON-CASH CONSIDERATION RECEIVED IN ANY ASSET SALE), NET OF THE DIRECT COSTS RELATING TO SUCH ASSET SALE (INCLUDING, WITHOUT LIMITATION, LEGAL, ACCOUNTING AND INVESTMENT BANKING FEES, AND SALES COMMISSIONS) AND ANY RELOCATION EXPENSES INCURRED AS A RESULT THEREOF, TAXES PAID OR PAYABLE AS A RESULT THEREOF (AFTER TAKING INTO ACCOUNT ANY AVAILABLE TAX CREDITS OR DEDUCTIONS AND ANY TAX SHARING ARRANGEMENTS), AMOUNTS REQUIRED TO BE APPLIED TO THE REPAYMENT OF INDEBTEDNESS SECURED BY A LIEN ON THE ASSET OR ASSETS THAT WERE THE SUBJECT OF SUCH ASSET SALE AND ANY RESERVE FOR ADJUSTMENT IN RESPECT OF THE SALE PRICE OF SUCH ASSET OR ASSETS ESTABLISHED IN ACCORDANCE WITH GAAP.

"NON-RECOURSE DEBT" MEANS INDEBTEDNESS: (I) AS TO WHICH NEITHER THE COMPANY NOR ANY OF ITS RESTRICTED SUBSIDIARIES (A) PROVIDES CREDIT SUPPORT OF ANY KIND (INCLUDING ANY UNDERTAKING, AGREEMENT OR INSTRUMENT THAT WOULD CONSTITUTE INDEBTEDNESS) OR (B) IS DIRECTLY OR INDIRECTLY LIABLE (AS A GUARANTOR OR OTHERWISE; AND (II) NO DEFAULT WITH RESPECT TO WHICH (INCLUDING ANY RIGHTS THAT THE HOLDERS THEREOF MAY HAVE TO TAKE ENFORCEMENT ACTION AGAINST AN UNRESTRICTED SUBSIDIARY) WOULD PERMIT (UPON NOTICE, LAPSE OF TIME OR BOTH) ANY HOLDER OF ANY OTHER INDEBTEDNESS (OTHER THAN THE NOTES ISSUED ON THE CLOSING DATE) OF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES TO DECLARE A DEFAULT ON SUCH OTHER INDEBTEDNESS OR CAUSE THE PAYMENT THEREOF TO BE ACCELERATED OR PAYABLE PRIOR TO ITS STATED MATURITY; AND (III) AS TO WHICH THE LENDERS WILL NOT HAVE ANY RECOURSE TO THE STOCK OR ASSETS OF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES.

"NON-U.S. PERSON" MEANS A PERSON WHO IS NOT A U.S. PERSON.

"NOTES" HAS THE MEANING ASSIGNED TO IT IN THE PREAMBLE TO THIS INDENTURE.

"OBLIGATIONS" MEANS ANY PRINCIPAL OF AND PREMIUM, INTEREST (INCLUDING INTEREST ACCRUING AFTER THE FILING OF A PETITION INITIATING ANY PROCEEDING UNDER ANY STATE, FEDERAL OR FOREIGN BANKRUPTCY OR INSOLVENCY LAWS, WHETHER OR NOT ALLOWABLE AS A CLAIM IN SUCH PROCEEDINGS), PENALTIES, FEES, INDEMNIFICATIONS, REIMBURSEMENTS, GROSS-UPS, DAMAGES AND OTHER LIABILITIES PAYABLE UNDER THE DOCUMENTATION GOVERNING ANY INDEBTEDNESS.

"OFFERING CIRCULAR" MEANS THE OFFERING CIRCULAR, DATED JANUARY 30, 1998, RELATING TO THE NOTES.

"OFFICER" MEANS, WITH RESPECT TO ANY PERSON, THE CHAIRMAN OF THE BOARD, THE CHIEF EXECUTIVE OFFICER, THE PRESIDENT, THE CHIEF OPERATING OFFICER, THE CHIEF FINANCIAL OFFICER, THE TREASURER, ANY ASSISTANT TREASURER, THE CONTROLLER, THE SECRETARY OR ANY VICE-PRESIDENT OF SUCH PERSON.

"OFFICERS' CERTIFICATE" MEANS A CERTIFICATE SIGNED ON BEHALF OF THE COMPANY BY TWO OFFICERS OF THE COMPANY, ONE OF WHOM MUST BE THE PRINCIPAL EXECUTIVE OFFICER, THE PRINCIPAL FINANCIAL OFFICER, THE TREASURER OR THE PRINCIPAL ACCOUNTING OFFICER OF THE COMPANY, THAT MEETS THE REQUIREMENTS OF SECTION 11.05 HEREOF.

"OPINION OF COUNSEL" MEANS AN OPINION FROM LEGAL COUNSEL WHO IS REASONABLY ACCEPTABLE TO THE TRUSTEE, THAT MEETS THE REQUIREMENTS OF SECTION 11.05 HEREOF. THE COUNSEL MAY BE AN EMPLOYEE OF OR COUNSEL TO THE COMPANY, ANY SUBSIDIARY OF THE COMPANY OR THE TRUSTEE.

"PARTICIPANT" MEANS, WITH RESPECT TO THE DEPOSITARY, EUROCLEAR OR CEDEL, A PERSON WHO HAS AN ACCOUNT WITH THE DEPOSITARY, EUROCLEAR OR CEDEL, RESPECTIVELY (AND, WITH RESPECT TO THE DEPOSITORY TRUST COMPANY, SHALL INCLUDE EUROCLEAR AND CEDEL).

"PARTICIPATING BROKER-DEALER" HAS THE MEANING SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT.

"PERMITTED INVESTMENTS" MEANS (I) ANY INVESTMENT IN THE COMPANY OR IN A RESTRICTED SUBSIDIARY OF THE COMPANY; (II) ANY INVESTMENT IN CASH EQUIVALENTS; (III) ANY INVESTMENT BY THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE COMPANY IN A PERSON, IF AS A RESULT OF SUCH INVESTMENT (A) SUCH PERSON BECOMES A RESTRICTED SUBSIDIARY OF THE COMPANY OR (B) SUCH PERSON IS MERGED, CONSOLIDATED OR AMALGAMATED WITH OR INTO, OR TRANSFERS OR CONVEYS SUBSTANTIALLY ALL OF ITS ASSETS TO, OR IS LIQUIDATED INTO, THE COMPANY OR A RESTRICTED SUBSIDIARY OF THE COMPANY; (IV) ANY RESTRICTED INVESTMENT MADE AS A RESULT OF THE RECEIPT OF NON-CASH CONSIDERATION FROM AN ASSET SALE THAT WAS MADE PURSUANT TO AND IN COMPLIANCE WITH SECTION 4.10 HEREOF; (V) ANY INVESTMENT ACQUIRED SOLELY IN EXCHANGE FOR THE ISSUANCE OF EQUITY INTERESTS (OTHER THAN DISQUALIFIED STOCK) OF THE COMPANY; (VI) LOANS OR ADVANCES TO EMPLOYEES MADE IN THE ORDINARY COURSE OF BUSINESS OF THE COMPANY OR SUCH RESTRICTED SUBSIDIARY; (VII) STOCK, OBLIGATIONS OR SECURITIES RECEIVED IN SETTLEMENT OF DEBTS CREATED IN THE ORDINARY COURSE OF BUSINESS AND OWING TO THE COMPANY OR ANY RESTRICTED SUBSIDIARY OR IN SATISFACTION OF JUDGMENTS; (VIII) GUARANTEES PERMITTED TO BE MADE PURSUANT TO SECTION 4.09 HEREOF; (IX) INVESTMENTS IN SECURITIES OF TRADE CREDITORS RECEIVED IN SETTLEMENT OF OBLIGATIONS OR PURSUANT TO ANY PLAN OF REORGANIZATION OR SIMILAR ARRANGEMENT UPON THE BANKRUPTCY OR INSOLVENCY OF ANY CREDITORS OF CUSTOMERS; (X) HEDGING OBLIGATIONS; AND (XI) ANY INVESTMENT EXISTING ON THE DATE OF THIS INDENTURE.

"PERMITTED JUNIOR SECURITIES" MEANS EQUITY INTERESTS IN THE COMPANY OR DEBT SECURITIES THAT (I) ARE SUBORDINATED TO ALL SENIOR DEBT AND ANY DEBT SECURITIES ISSUED IN EXCHANGE FOR SENIOR DEBT TO SUBSTANTIALLY THE SAME EXTENT AS, OR TO A GREATER EXTENT THAN, THE NOTES ARE SUBORDINATED TO SENIOR DEBT PURSUANT TO ARTICLE 10 HEREOF.

"PERMITTED LIENS" MEANS (I) LIENS SECURING SENIOR DEBT OF THE COMPANY AND ITS RESTRICTED SUBSIDIARIES THAT WAS PERMITTED BY THE TERMS OF THIS INDENTURE TO BE INCURRED; (II) LIENS IN FAVOR OF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES; (III) LIENS ON PROPERTY OF A PERSON EXISTING AT THE TIME SUCH PERSON IS MERGED INTO OR CONSOLIDATED WITH THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE COMPANY; PROVIDED THAT SUCH LIENS WERE IN EXISTENCE PRIOR TO THE CONTEMPLATION OF SUCH MERGER OR CONSOLIDATION AND DO NOT EXTEND TO ANY ASSETS OTHER THAN THOSE OF THE PERSON MERGED INTO OR CONSOLIDATED WITH THE COMPANY; (IV) LIENS ON PROPERTY EXISTING AT THE TIME OF ACQUISITION THEREOF BY THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE COMPANY, PROVIDED THAT SUCH LIENS WERE IN EXISTENCE PRIOR TO THE CONTEMPLATION OF SUCH ACQUISITION; (V) LIENS TO SECURE THE PERFORMANCE OF STATUTORY OBLIGATIONS, SURETY OR APPEAL BONDS, PERFORMANCE BONDS OR OTHER OBLIGATIONS OF A LIKE NATURE INCURRED IN THE ORDINARY COURSE OF BUSINESS; (VI) LIENS EXISTING ON THE CLOSING DATE; (VII) LIENS FOR TAXES, ASSESSMENTS OR GOVERNMENTAL CHARGES OR CLAIMS THAT ARE NOT YET DELINQUENT OR THAT ARE BEING CONTESTED IN GOOD FAITH BY APPROPRIATE PROCEEDINGS PROMPTLY INSTITUTED AND DILIGENTLY CONCLUDED, PROVIDED THAT ANY RESERVE OR OTHER APPROPRIATE PROVISION AS SHALL BE REQUIRED IN CONFORMITY WITH GAAP SHALL HAVE BEEN MADE THEREFOR; (VIII) LIENS INCURRED IN THE ORDINARY COURSE OF BUSINESS WITH RESPECT TO OBLIGATIONS THAT DO NOT EXCEED $5.0 MILLION AT ANY ONE TIME OUTSTANDING AND THAT (A) ARE NOT INCURRED IN CONNECTION WITH THE BORROWING OF MONEY OR THE OBTAINING OF ADVANCES OR CREDIT (OTHER THAN TRADE CREDIT IN THE ORDINARY COURSE OF BUSINESS) AND (B) DO NOT IN THE AGGREGATE MATERIALLY DETRACT FROM THE VALUE OF THE PROPERTY OR MATERIALLY IMPAIR THE USE THEREOF IN THE OPERATION OF BUSINESS BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY; (IX) STATUTORY LIENS OR LANDLORDS', CARRIERS', WAREHOUSEMEN'S, MECHANICS'. SUPPLIERS' OR SIMILAR LIENS INCURRED IN THE ORDINARY COURSE OF BUSINESS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE COMPANY; (X) EASEMENTS, MINOR TITLE DEFECTS, IRREGULARITIES IN TITLE OR OTHER CHARGES OR ENCUMBRANCES ON

PROPERTY NOT INTERFERING IN ANY MATERIAL RESPECT WITH THE USE OF SUCH PROPERTY BY THE COMPANY OR A RESTRICTED SUBSIDIARY OF THE COMPANY; (XI) LIENS INCURRED OR DEPOSITS MADE IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE AND OTHER TYPES OF SOCIAL SECURITY OR GOOD FAITH DEPOSITS IN CONNECTION WITH BIDS, TENDERS, CONTRACTS (OTHER THAN FOR THE PAYMENT OF INDEBTEDNESS) OR LEASES TO WHICH THE COMPANY OR ANY RESTRICTED SUBSIDIARY IS A PARTY; (XII) LIENS SECURING INDUSTRIAL REVENUE BONDS OR OTHER TAX-FAVORED FINANCING; AND (XIII) DEPOSIT ARRANGEMENTS ENTERED INTO IN CONNECTION WITH ACQUISITIONS OR IN THE ORDINARY COURSE OF BUSINESS

"PERMITTED REFINANCING INDEBTEDNESS" MEANS ANY INDEBTEDNESS OF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES ISSUED IN EXCHANGE FOR, OR THE NET PROCEEDS OF WHICH ARE USED TO EXTEND, REFINANCE, RENEW, REPLACE, DEFEASE OR REFUND OTHER INDEBTEDNESS OF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES; PROVIDED THAT: (I) THE PRINCIPAL AMOUNT (OR ACCRETED VALUE, IF APPLICABLE) OF SUCH PERMITTED REFINANCING INDEBTEDNESS DOES NOT EXCEED THE PRINCIPAL AMOUNT OF (OR ACCRETED VALUE, IF APPLICABLE), PLUS ACCRUED INTEREST ON, THE INDEBTEDNESS SO EXTENDED, REFINANCED, RENEWED, REPLACED, DEFEASED OR REFUNDED (PLUS THE AMOUNT OF REASONABLE EXPENSES INCURRED IN CONNECTION THEREWITH); (II) SUCH PERMITTED REFINANCING INDEBTEDNESS HAS A FINAL MATURITY DATE LATER THAN THE FINAL MATURITY DATE OF, AND HAS A WEIGHTED AVERAGE LIFE TO MATURITY EQUAL TO OR GREATER THAN THE WEIGHTED AVERAGE LIFE TO MATURITY OF, THE INDEBTEDNESS BEING EXTENDED, REFINANCED, RENEWED, REPLACED, DEFEASED OR REFUNDED; (III) IF THE INDEBTEDNESS BEING EXTENDED, REFINANCED, RENEWED, REPLACED, DEFEASED OR REFUNDED IS SUBORDINATED IN RIGHT OF PAYMENT TO THE NOTES, SUCH PERMITTED REFINANCING INDEBTEDNESS IS SUBORDINATED IN RIGHT OF PAYMENT TO THE NOTES ON TERMS AT LEAST AS FAVORABLE TO THE HOLDERS OF NOTES AS THOSE CONTAINED IN THE DOCUMENTATION GOVERNING THE INDEBTEDNESS BEING EXTENDED, REFINANCED, RENEWED, REPLACED, DEFEASED OR REFUNDED; AND (IV) SUCH INDEBTEDNESS IS INCURRED EITHER BY THE COMPANY OR BY THE RESTRICTED SUBSIDIARY THAT IS AN OBLIGOR ON THE INDEBTEDNESS BEING EXTENDED, REFINANCED, RENEWED, REPLACED, DEFEASED OR REFUNDED.

"PERSON" MEANS ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, JOINT VENTURE, ASSOCIATION, JOINT-STOCK COMPANY, TRUST, UNINCORPORATED ORGANIZATION OR GOVERNMENT OR AGENCY OR POLITICAL SUBDIVISION THEREOF (INCLUDING ANY SUBDIVISION OR ONGOING BUSINESS OF ANY SUCH ENTITY OR SUBSTANTIALLY ALL OF THE ASSETS OF ANY SUCH ENTITY, SUBDIVISION OR BUSINESS).

"PRIVATE PLACEMENT LEGEND" MEANS THE LEGEND SET FORTH IN SECTION 2.06(G)(I) TO BE PLACED ON ALL NOTES ISSUED UNDER THIS INDENTURE EXCEPT WHERE OTHERWISE PERMITTED BY THE PROVISIONS OF THIS INDENTURE.

"QIB" MEANS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A.

"REGISTRATION RIGHTS AGREEMENT" MEANS THE REGISTRATION RIGHTS AGREEMENT, DATED AS OF FEBRUARY 4, 1998, BY AND AMONG THE COMPANY AND THE INITIAL PURCHASERS AS SUCH AGREEMENT MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

"REGULATION S" MEANS REGULATION S PROMULGATED UNDER THE SECURITIES ACT.

"REGULATION S GLOBAL NOTE" MEANS A GLOBAL NOTE BEARING THE PRIVATE PLACEMENT LEGEND AND THE GLOBAL NOTE LEGEND AND DEPOSITED WITH OR ON BEHALF OF THE DEPOSITARY AND REGISTERED IN THE NAME OF THE DEPOSITORY OR ITS NOMINEES, ISSUED IN A DENOMINATION EQUAL TO THE OUTSTANDING PRINCIPAL AMOUNT OF THE NOTES INITIALLY SOLD IN RELIANCE ON RULE 903 OF REGULATION S.

"REPRESENTATIVE" MEANS THE INDENTURE TRUSTEE OR OTHER TRUSTEE, AGENT OR REPRESENTATIVE FOR THE HOLDERS OF ANY SENIOR DEBT.

"RESPONSIBLE OFFICER," WHEN USED WITH RESPECT TO THE TRUSTEE, MEANS ANY OFFICER WITHIN THE CORPORATE TRUST DEPARTMENT OF THE TRUSTEE (OR ANY SUCCESSOR GROUP OF THE TRUSTEE) OR ANY OTHER OFFICER OF THE TRUSTEE CUSTOMARILY PERFORMING FUNCTIONS SIMILAR TO THOSE PERFORMED BY ANY OF THE ABOVE DESIGNATED OFFICERS AND ALSO MEANS, WITH RESPECT TO A PARTICULAR CORPORATE TRUST MATTER, ANY OTHER OFFICER TO WHOM SUCH MATTER IS REFERRED BECAUSE OF HIS KNOWLEDGE OF AND FAMILIARITY WITH THE PARTICULAR SUBJECT.

"RESTRICTED DEFINITIVE NOTE" MEANS A DEFINITIVE NOTE BEARING THE PRIVATE PLACEMENT LEGEND.

"RESTRICTED GLOBAL NOTE" MEANS A GLOBAL NOTE BEARING THE PRIVATE PLACEMENT LEGEND.

"RESTRICTED INVESTMENT" MEANS AN INVESTMENT OTHER THAN A PERMITTED INVESTMENT.

"RESTRICTED PERIOD" MEANS THE 40-DAY RESTRICTED PERIOD AS DEFINED IN REGULATION S.

"RESTRICTED SUBSIDIARY" OF A PERSON MEANS ANY SUBSIDIARY OF THE REFERENT PERSON THAT IS NOT AN UNRESTRICTED SUBSIDIARY.

"RULE 144" MEANS RULE 144 PROMULGATED UNDER THE SECURITIES ACT.

"RULE 144A" MEANS RULE 144A PROMULGATED UNDER THE SECURITIES ACT.

"RULE 903" MEANS RULE 903 PROMULGATED UNDER THE SECURITIES ACT.

"RULE 904" MEANS RULE 904 PROMULGATED THE SECURITIES ACT.

"SEC" MEANS THE SECURITIES AND EXCHANGE COMMISSION.

"SECURITIES ACT" MEANS THE SECURITIES ACT OF 1933, AS AMENDED.

"SENIOR DEBT" OF A PERSON MEANS (I) ALL INDEBTEDNESS OF SUCH PERSON OUTSTANDING UNDER THE CREDIT FACILITY AND ALL HEDGING OBLIGATIONS WITH RESPECT THERETO, WHETHER OUTSTANDING ON THE DATE OF THE INDENTURE OR THEREAFTER INCURRED, (II) ANY OTHER INDEBTEDNESS OF SUCH PERSON PERMITTED TO BE INCURRED UNDER THE TERMS OF THIS INDENTURE, UNLESS THE INSTRUMENT UNDER WHICH SUCH INDEBTEDNESS IS INCURRED EXPRESSLY PROVIDES THAT IT IS SUBORDINATED IN RIGHT OF PAYMENT TO ANY SENIOR DEBT OF SUCH PERSON AND (III) ALL OBLIGATIONS OF SUCH PERSON WITH RESPECT TO THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, SENIOR DEBT OF A PERSON SHALL NOT INCLUDE (A) ANY LIABILITY FOR FEDERAL, STATE, LOCAL OR OTHER TAXES OWED OR OWING BY SUCH PERSON, (B) ANY INDEBTEDNESS OF SUCH PERSON TO ANY OF ITS SUBSIDIARIES OR OTHER AFFILIATES, (C) ANY TRADE PAYABLES OR (D) ANY INDEBTEDNESS THAT IS INCURRED IN VIOLATION OF THIS INDENTURE.

"SHELF REGISTRATION STATEMENT" MEANS THE SHELF REGISTRATION STATEMENT AS DEFINED IN THE REGISTRATION RIGHTS AGREEMENT.

"SIGNIFICANT SUBSIDIARY" MEANS ANY RESTRICTED SUBSIDIARY THAT WOULD BE A "SIGNIFICANT SUBSIDIARY" AS DEFINED IN ARTICLE 1, RULE 1-02 OF REGULATION S-X, PROMULGATED PURSUANT TO THE ACT, AS SUCH REGULATION IS IN EFFECT ON THE DATE HEREOF.

"STATED MATURITY" MEANS, WITH RESPECT TO ANY INSTALLMENT OF INTEREST OR PRINCIPAL ON ANY SERIES OF INDEBTEDNESS, THE DATE ON WHICH SUCH PAYMENT OF INTEREST OR PRINCIPAL WAS SCHEDULED TO BE REDEEMED OR PAID IN THE ORIGINAL DOCUMENTATION GOVERNING SUCH INDEBTEDNESS, AND SHALL NOT INCLUDE ANY CONTINGENT OBLIGATIONS TO REPAY, REDEEM OR REPURCHASE ANY SUCH INTEREST OR PRINCIPAL PRIOR TO THE DATE ORIGINALLY SCHEDULED FOR THE PAYMENT THEREOF.

"SUBSIDIARY" MEANS, WITH RESPECT TO ANY PERSON, (I) ANY CORPORATION, ASSOCIATION OR OTHER BUSINESS ENTITY OF WHICH MORE THAN 50% OF THE TOTAL VOTING POWER OF SHARES OF CAPITAL STOCK ENTITLED (WITHOUT REGARD TO THE OCCURRENCE OF ANY CONTINGENCY) TO VOTE IN THE ELECTION OF DIRECTORS, MANAGERS OR TRUSTEES THEREOF IS AT THE TIME OWNED OR CONTROLLED, DIRECTLY OR INDIRECTLY, BY SUCH PERSON OR ONE OR MORE OF THE OTHER SUBSIDIARIES OF THAT PERSON (OR A COMBINATION THEREOF) AND (II) ANY PARTNERSHIP (A) THE SOLE GENERAL PARTNER OR THE MANAGING GENERAL PARTNER OF WHICH IS SUCH PERSON OR A SUBSIDIARY OF SUCH PERSON OR (B) THE ONLY GENERAL PARTNERS OF WHICH ARE SUCH PERSON OR OF ONE OR MORE SUBSIDIARIES OF SUCH PERSON (OR ANY COMBINATION THEREOF).

"SUPERCANAL" MEANS SUPERCANAL HOLDING, S.A.

"TIA" MEANS THE TRUST INDENTURE ACT OF 1939 (15 U.S.C. SS.SS.) AS IN EFFECT ON THE DATE ON WHICH THIS INDENTURE IS QUALIFIED UNDER THE TIA.

"TRUSTEE" MEANS THE PARTY NAMED AS SUCH ABOVE UNTIL A SUCCESSOR REPLACES IT IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THIS INDENTURE AND THEREAFTER MEANS THE SUCCESSOR SERVING HEREUNDER.

"UNRESTRICTED DEFINITIVE NOTE" MEANS ONE OR MORE DEFINITIVE NOTES THAT DO NOT BEAR AND ARE NOT REQUIRED TO BEAR THE PRIVATE PLACEMENT LEGEND.

"UNRESTRICTED GLOBAL NOTE" MEANS A PERMANENT GLOBAL NOTE IN THE FORM OF EXHIBIT A ATTACHED HERETO THAT BEARS THE GLOBAL NOTE LEGEND AND THAT HAS THE "SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE" ATTACHED THERETO, AND THAT IS DEPOSITED WITH OR ON BEHALF OF AND REGISTERED IN THE NAME OF THE DEPOSITARY, REPRESENTING A SERIES OF NOTES THAT DO NOT BEAR THE PRIVATE PLACEMENT LEGEND.

"UNRESTRICTED SUBSIDIARY" MEANS (I) ANY SUBSIDIARY THAT IS DESIGNATED BY THE BOARD OF DIRECTORS AS AN UNRESTRICTED SUBSIDIARY PURSUANT TO A BOARD RESOLUTION, BUT ONLY TO THE EXTENT THAT SUCH SUBSIDIARY: (A) IS NOT A PARTY TO ANY AGREEMENT, CONTRACT, ARRANGEMENT OR UNDERSTANDING WITH THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE COMPANY UNLESS THE TERMS OF ANY SUCH AGREEMENT, CONTRACT, ARRANGEMENT OR UNDERSTANDING ARE NO LESS FAVORABLE, IN ANY MATERIAL RESPECT, TO THE COMPANY OR SUCH RESTRICTED SUBSIDIARY THAN THOSE THAT MIGHT BE OBTAINED AT THE TIME FROM PERSONS WHO ARE NOT AFFILIATES OF THE COMPANY; (B) IS A PERSON WITH RESPECT TO WHICH NEITHER THE COMPANY NOR ANY OF ITS RESTRICTED SUBSIDIARIES HAS ANY DIRECT OR INDIRECT OBLIGATION (1) TO SUBSCRIBE FOR ADDITIONAL EQUITY INTERESTS OR (2) TO MAINTAIN OR PRESERVE SUCH PERSON'S FINANCIAL CONDITION OR TO CAUSE SUCH PERSON TO ACHIEVE ANY SPECIFIED LEVELS OF OPERATING RESULTS; (C) HAS NOT GUARANTEED OR OTHERWISE HAS NOT OBLIGATED ITSELF DIRECTLY OR INDIRECTLY TO PROVIDE CREDIT SUPPORT FOR ANY INDEBTEDNESS OF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES; AND (D) HAS NO INDEBTEDNESS OTHER THAN NON-RECOURSE DEBT.

"VOTING STOCK" OF ANY PERSON AS OF ANY DATE MEANS CAPITAL STOCK OF SUCH PERSON THAT IS AT THE TIME ENTITLED TO VOTE IN THE ELECTION OF THE BOARD OF DIRECTORS OF SUCH PERSON.

"WEIGHTED AVERAGE LIFE TO MATURITY" MEANS, WHEN APPLIED TO ANY INDEBTEDNESS AT ANY DATE, THE NUMBER OF YEARS OBTAINED BY DIVIDING (I) THE SUM OF THE PRODUCTS OBTAINED BY MULTIPLYING (A) THE AMOUNT OF EACH THEN REMAINING INSTALLMENT, SINKING FUND, SERIAL MATURITY OR OTHER REQUIRED PAYMENTS OF PRINCIPAL, INCLUDING PAYMENT AT FINAL MATURITY, IN RESPECT THEREOF, BY (B) THE NUMBER OF YEARS (CALCULATED TO THE NEAREST ONE-TWELFTH) THAT WILL ELAPSE BETWEEN SUCH DATE AND THE MAKING OF SUCH PAYMENT, BY (II) THE THEN OUTSTANDING PRINCIPAL AMOUNT OF SUCH INDEBTEDNESS.

"WHOLLY OWNED RESTRICTED SUBSIDIARY" OF ANY PERSON MEANS A RESTRICTED SUBSIDIARY OF SUCH PERSON ALL OF THE OUTSTANDING CAPITAL STOCK OR OTHER OWNERSHIP INTERESTS OF WHICH (OTHER THAN DIRECTORS' QUALIFYING SHARES) SHALL AT THE TIME BE OWNED BY SUCH PERSON OR BY ONE OR MORE WHOLLY OWNED RESTRICTED SUBSIDIARIES OF SUCH PERSON AND ONE OR MORE WHOLLY OWNED RESTRICTED SUBSIDIARIES OF SUCH PERSON.

SECTION 1.02 OTHER DEFINITIONS.

TERM	DEFINED IN SECTION
"AFFILIATE TRANSACTION"	4.11
"ASSET SALE OFFER"	4.10
"AUTHENTICATION ORDER"	2.02
"CHANGE OF CONTROL OFFER"	4.14
"CHANGE OF CONTROL PAYMENT"	4.14
"CHANGE OF CONTROL PAYMENT DATE"	4.14
"COVENANT DEFEASANCE"	8.03
"EVENT OF DEFAULT"	6.01
"EXCESS PROCEEDS"	4.10
"INCUR"	4.09
"LEGAL DEFEASANCE"	8.02
"OFFER AMOUNT"	3.09
"OFFER PERIOD"	3.09
"OTHER COMPANY INDEBTEDNESS"	4.17
"OTHER COMPANY INDEBTEDNESS GUARANTEE"	4.17
"PAYING AGENT"	2.03
"PAYMENT DEFAULT"	6.01
"PAYMENT BLOCKAGE NOTICE"	10.03
"PERMITTED DEBT"	4.09
"PURCHASE DATE"	3.09
"REGISTRAR"	2.03
"RESTRICTED PAYMENTS"	4.07

SECTION 1.03 INCORPORATION BY REFERENCE OF TRUST INDENTURE ACT.

WHENEVER THIS INDENTURE REFERS TO A PROVISION OF THE TIA, THE PROVISION IS INCORPORATED BY REFERENCE IN AND MADE A PART OF THIS INDENTURE.

THE FOLLOWING TIA TERMS USED IN THIS INDENTURE HAVE THE FOLLOWING MEANINGS:

"INDENTURE SECURITIES" MEANS THE NOTES;

"INDENTURE SECURITY HOLDER" MEANS A HOLDER OF A NOTE;

"INDENTURE TO BE QUALIFIED" MEANS THIS INDENTURE;

"INDENTURE TRUSTEE" OR "INSTITUTIONAL TRUSTEE" MEANS THE TRUSTEE; AND

"OBLIGOR" ON THE NOTES MEANS THE COMPANY AND ANY SUCCESSOR OBLIGOR UPON THE NOTES.

ALL OTHER TERMS USED IN THIS INDENTURE THAT ARE DEFINED BY THE TIA, DEFINED BY TIA REFERENCE TO ANOTHER STATUTE OR DEFINED BY SEC RULE UNDER THE TIA HAVE THE MEANINGS SO ASSIGNED TO THEM.

SECTION 1.04 RULES OF CONSTRUCTION.

UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1)A TERM HAS THE MEANING ASSIGNED TO IT;

(2)AN ACCOUNTING TERM NOT OTHERWISE DEFINED HAS THE MEANING ASSIGNED TO IT IN ACCORDANCE WITH GAAP;

(3)"OR" IS NOT EXCLUSIVE;

(4)WORDS IN THE SINGULAR INCLUDE THE PLURAL, AND IN THE PLURAL INCLUDE THE SINGULAR;

(5)PROVISIONS APPLY TO SUCCESSIVE EVENTS AND TRANSACTIONS; AND

(6)REFERENCES TO SECTIONS OF OR RULES UNDER THE SECURITIES ACT SHALL BE DEEMED TO INCLUDE SUBSTITUTE, REPLACEMENT OF SUCCESSOR SECTIONS OR RULES ADOPTED BY THE SEC FROM TIME TO TIME.

ARTICLE 2.

THE NOTES

SECTION 2.01. FORM AND DATING.

(a).....GENERAL. THE NOTES AND THE TRUSTEE'S CERTIFICATE OF AUTHENTICATION SHALL BE SUBSTANTIALLY IN THE FORM OF EXHIBIT A HERETO. THE NOTES MAY HAVE NOTATIONS, LEGENDS OR ENDORSEMENTS REQUIRED BY LAW, STOCK EXCHANGE RULE OR USAGE. EACH NOTE SHALL BE DATED THE DATE OF ITS AUTHENTICATION. THE NOTES SHALL BE IN DENOMINATIONS OF $1,000 AND INTEGRAL MULTIPLES THEREOF.

THE TERMS AND PROVISIONS CONTAINED IN THE NOTES SHALL CONSTITUTE, AND ARE HEREBY EXPRESSLY MADE, A PART OF THIS INDENTURE AND THE COMPANY AND THE TRUSTEE, BY THEIR EXECUTION AND DELIVERY OF THIS INDENTURE, EXPRESSLY AGREE TO SUCH TERMS AND PROVISIONS AND AGREE TO BE BOUND THEREBY.

HOWEVER, TO THE EXTENT ANY PROVISION OF ANY NOTE CONFLICTS WITH THE EXPRESS PROVISIONS OF THIS INDENTURE, THE PROVISIONS OF THIS INDENTURE SHALL GOVERN AND BE CONTROLLING.

(b).....GLOBAL NOTES. NOTES ISSUED IN GLOBAL FORM SHALL BE SUBSTANTIALLY IN THE FORM OF EXHIBIT A ATTACHED HERETO (INCLUDING THE GLOBAL NOTE LEGEND THEREON AND THE "SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE" ATTACHED THERETO). NOTES ISSUED IN DEFINITIVE FORM SHALL BE SUBSTANTIALLY IN THE FORM OF EXHIBIT A ATTACHED HERETO (BUT WITHOUT THE GLOBAL NOTE LEGEND THEREON AND WITHOUT THE "SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE" ATTACHED THERETO). EACH GLOBAL NOTE SHALL REPRESENT SUCH OF THE OUTSTANDING NOTES AS SHALL BE SPECIFIED THEREIN AND EACH SHALL PROVIDE THAT IT SHALL REPRESENT THE AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING NOTES FROM TIME TO TIME ENDORSED THEREON AND THAT THE AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING NOTES REPRESENTED THEREBY MAY FROM TIME TO TIME BE REDUCED OR INCREASED, AS APPROPRIATE, TO REFLECT EXCHANGES AND REDEMPTIONS. ANY ENDORSEMENT OF A GLOBAL NOTE TO REFLECT THE AMOUNT OF ANY INCREASE OR DECREASE IN THE AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING NOTES REPRESENTED THEREBY SHALL BE MADE BY THE TRUSTEE OR THE CUSTODIAN, AT THE DIRECTION OF THE TRUSTEE, IN ACCORDANCE WITH INSTRUCTIONS GIVEN BY THE HOLDER THEREOF AS REQUIRED BY SECTION 2.06 HEREOF.

(c).....EUROCLEAR AND CEDEL PROCEDURES APPLICABLE. THE PROVISIONS OF THE "OPERATING PROCEDURES OF THE EUROCLEAR SYSTEM" AND "TERMS AND CONDITIONS GOVERNING USE OF EUROCLEAR" OF EUROCLEAR AND THE "GENERAL TERMS AND CONDITIONS OF CEDEL BANK" AND "CUSTOMER HANDBOOK" OF CEDEL BANK SHALL BE APPLICABLE TO TRANSFERS OF BENEFICIAL INTERESTS IN THE REGULATION S GLOBAL NOTE THAT ARE HELD BY PARTICIPANTS THROUGH EUROCLEAR OR CEDEL.

SECTION 2.02 EXECUTION AND AUTHENTICATION.

..... TWO OFFICERS SHALL SIGN THE NOTES FOR THE COMPANY BY MANUAL OR FACSIMILE SIGNATURE.

IF AN OFFICER WHOSE SIGNATURE IS ON A NOTE NO LONGER HOLDS THAT OFFICE AT THE TIME A NOTE IS AUTHENTICATED, THE NOTE SHALL NEVERTHELESS BE VALID.

A NOTE SHALL NOT BE VALID UNTIL AUTHENTICATED BY THE MANUAL SIGNATURE OF THE TRUSTEE. THE SIGNATURE OF THE TRUSTEE ON A NOTE SHALL BE CONCLUSIVE EVIDENCE THAT THE NOTE HAS BEEN AUTHENTICATED UNDER THIS INDENTURE.

THE TRUSTEE SHALL, UPON A WRITTEN ORDER OF THE COMPANY SIGNED BY TWO OFFICERS (AN "AUTHENTICATION ORDER"), AUTHENTICATE NOTES FOR ORIGINAL ISSUE UP TO THE AGGREGATE PRINCIPAL AMOUNT STATED IN PARAGRAPH 4 OF THE NOTES. THE AGGREGATE PRINCIPAL AMOUNT OF NOTES OUTSTANDING AT ANY TIME MAY NOT EXCEED SUCH AMOUNT EXCEPT AS PROVIDED IN SECTION 2.07 HEREOF.

THE TRUSTEE MAY APPOINT AN AUTHENTICATING AGENT ACCEPTABLE TO THE COMPANY TO AUTHENTICATE NOTES. AN AUTHENTICATING AGENT MAY AUTHENTICATE NOTES WHENEVER THE TRUSTEE MAY DO SO. EACH REFERENCE IN THIS INDENTURE TO AUTHENTICATION BY THE TRUSTEE INCLUDES AUTHENTICATION BY SUCH AGENT. AN AUTHENTICATING AGENT HAS THE SAME RIGHTS AS AN AGENT TO DEAL WITH HOLDERS OR AN AFFILIATE OF THE COMPANY.

SECTION 2.03 REGISTRAR AND PAYING AGENT.

..... THE COMPANY SHALL MAINTAIN AN OFFICE OR AGENCY WHERE NOTES MAY BE PRESENTED FOR REGISTRATION OF TRANSFER OR FOR EXCHANGE ("REGISTRAR") AND AN OFFICE OR AGENCY WHERE NOTES MAY BE PRESENTED FOR PAYMENT ("PAYING AGENT"). THE REGISTRAR SHALL KEEP A REGISTER OF THE NOTES AND OF THEIR TRANSFER AND EXCHANGE. THE COMPANY MAY APPOINT ONE OR MORE CO-REGISTRARS AND ONE OR MORE ADDITIONAL PAYING AGENTS. THE TERM "REGISTRAR" INCLUDES ANY CO-REGISTRAR AND THE TERM "PAYING AGENT" INCLUDES ANY ADDITIONAL PAYING AGENT. THE COMPANY MAY CHANGE ANY PAYING AGENT OR REGISTRAR WITHOUT NOTICE TO ANY HOLDER. THE COMPANY SHALL NOTIFY THE TRUSTEE IN WRITING OF THE NAME AND ADDRESS OF ANY AGENT NOT A PARTY TO THIS INDENTURE. IF THE COMPANY FAILS TO APPOINT OR MAINTAIN ANOTHER ENTITY AS REGISTRAR OR PAYING AGENT, THE TRUSTEE SHALL ACT AS SUCH. THE COMPANY OR ANY OF ITS SUBSIDIARIES MAY ACT AS PAYING AGENT OR REGISTRAR.

THE COMPANY INITIALLY APPOINTS THE DEPOSITORY TRUST COMPANY ("DTC") TO ACT AS DEPOSITARY WITH RESPECT TO THE GLOBAL NOTES.

THE COMPANY INITIALLY APPOINTS THE TRUSTEE TO ACT AS THE REGISTRAR AND PAYING AGENT AND TO ACT AS CUSTODIAN WITH RESPECT TO THE GLOBAL NOTES.

SECTION 2.04 PAYING AGENT TO HOLD MONEY IN TRUST.

THE COMPANY SHALL REQUIRE EACH PAYING AGENT OTHER THAN THE TRUSTEE TO AGREE IN WRITING THAT SUCH PAYING AGENT WILL HOLD IN TRUST FOR THE BENEFIT OF HOLDERS OR THE TRUSTEE ALL MONEY HELD BY THE PAYING AGENT FOR THE PAYMENT OF PRINCIPAL, PREMIUM OR LIQUIDATED DAMAGES, IF ANY, OR INTEREST ON THE NOTES, AND WILL NOTIFY THE TRUSTEE OF ANY DEFAULT BY THE COMPANY IN MAKING ANY SUCH PAYMENT. WHILE ANY SUCH DEFAULT CONTINUES, THE TRUSTEE MAY REQUIRE A PAYING AGENT TO PAY ALL MONEY HELD BY IT TO THE TRUSTEE. THE COMPANY AT ANY TIME MAY REQUIRE A PAYING AGENT TO PAY ALL MONEY HELD BY IT TO THE

TRUSTEE. UPON PAYMENT OVER TO THE TRUSTEE, THE PAYING AGENT (IF OTHER THAN THE COMPANY OR A SUBSIDIARY) SHALL HAVE NO FURTHER LIABILITY FOR THE MONEY DELIVERED TO THE TRUSTEE. IF THE COMPANY OR A SUBSIDIARY ACTS AS PAYING AGENT, IT SHALL SEGREGATE AND HOLD IN A SEPARATE TRUST FUND FOR THE BENEFIT OF THE HOLDERS ALL MONEY HELD BY IT AS PAYING AGENT. UPON ANY BANKRUPTCY OR REORGANIZATION PROCEEDINGS RELATING TO THE COMPANY, THE TRUSTEE SHALL SERVE AS PAYING AGENT FOR THE NOTES.

SECTION 2.05 HOLDER LISTS.

THE TRUSTEE SHALL PRESERVE IN AS CURRENT A FORM AS IS REASONABLY PRACTICABLE THE MOST RECENT LIST AVAILABLE TO IT OF THE NAMES AND ADDRESSES OF ALL HOLDERS AND SHALL OTHERWISE COMPLY WITH TIA SS. 312(A). IF THE TRUSTEE IS NOT THE REGISTRAR, THE COMPANY SHALL FURNISH TO THE TRUSTEE AT LEAST SEVEN BUSINESS DAYS BEFORE EACH INTEREST PAYMENT DATE AND AT SUCH OTHER TIMES AS THE TRUSTEE MAY REQUEST IN WRITING, A LIST IN SUCH FORM AND AS OF SUCH DATE AS THE TRUSTEE MAY REASONABLY REQUIRE OF THE NAMES AND ADDRESSES OF THE HOLDERS OF NOTES AND THE COMPANY SHALL OTHERWISE COMPLY WITH TIA SS. 312(A).

SECTION 2.06 TRANSFER AND EXCHANGE.

(a).....TRANSFER AND EXCHANGE OF GLOBAL NOTES. A GLOBAL NOTE MAY NOT BE TRANSFERRED AS A WHOLE EXCEPT BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR TO ANOTHER NOMINEE OF THE DEPOSITARY, BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. ALL GLOBAL NOTES WILL BE EXCHANGED BY THE COMPANY FOR DEFINITIVE NOTES IF (I) THE COMPANY DELIVERS TO THE TRUSTEE NOTICE FROM THE DEPOSITARY THAT IT IS NO LONGER WILLING OR ABLE TO ACT AS DEPOSITARY OR THAT IT IS NO LONGER A CLEARING AGENCY REGISTERED UNDER THE EXCHANGE ACT AND, IN EITHER CASE, A SUCCESSOR DEPOSITARY IS NOT APPOINTED BY THE COMPANY WITHIN 90 DAYS AFTER THE DATE OF SUCH NOTICE FROM THE DEPOSITARY OR (II) THE COMPANY IN ITS SOLE DISCRETION DETERMINES THAT THE GLOBAL NOTES (IN WHOLE BUT NOT IN PART) SHOULD BE EXCHANGED FOR DEFINITIVE NOTES AND DELIVERS A WRITTEN NOTICE TO SUCH EFFECT TO THE TRUSTEE.

UPON THE OCCURRENCE OF EITHER OF THE PRECEDING EVENTS IN (I) OR (II) ABOVE, DEFINITIVE NOTES SHALL BE ISSUED IN SUCH NAMES AS THE DEPOSITARY SHALL INSTRUCT THE TRUSTEE. GLOBAL NOTES ALSO MAY BE EXCHANGED OR REPLACED, IN WHOLE OR IN PART, AS PROVIDED IN SECTIONS 2.07 AND 2.10 HEREOF. EVERY NOTE AUTHENTICATED AND DELIVERED IN EXCHANGE FOR, OR IN LIEU OF, A GLOBAL NOTE OR ANY PORTION THEREOF, PURSUANT TO THIS SECTION 2.06 OR SECTION 2.07 OR 2.10 HEREOF, SHALL BE AUTHENTICATED AND DELIVERED IN THE FORM OF, AND SHALL BE, A GLOBAL NOTE. A GLOBAL NOTE MAY NOT BE EXCHANGED FOR ANOTHER NOTE OTHER THAN AS PROVIDED IN THIS SECTION 2.06(A), HOWEVER, BENEFICIAL INTERESTS IN A GLOBAL NOTE MAY BE TRANSFERRED AND EXCHANGED AS PROVIDED IN SECTION 2.06(B),(C) OR (F) HEREOF.

(b).....TRANSFER AND EXCHANGE OF BENEFICIAL INTERESTS IN THE GLOBAL NOTES. THE TRANSFER AND EXCHANGE OF BENEFICIAL INTERESTS IN THE GLOBAL NOTES SHALL BE EFFECTED THROUGH THE DEPOSITARY, IN ACCORDANCE WITH THE PROVISIONS OF THIS INDENTURE AND THE APPLICABLE PROCEDURES. BENEFICIAL INTERESTS IN THE RESTRICTED GLOBAL NOTES SHALL BE SUBJECT TO RESTRICTIONS ON TRANSFER COMPARABLE TO THOSE SET FORTH HEREIN TO THE EXTENT REQUIRED BY THE SECURITIES ACT. TRANSFERS OF BENEFICIAL INTERESTS IN THE GLOBAL NOTES ALSO SHALL REQUIRE COMPLIANCE WITH EITHER SUBPARAGRAPH (I) OR (II) BELOW, AS APPLICABLE, AS WELL AS ONE OR MORE OF THE OTHER FOLLOWING SUBPARAGRAPHS, AS APPLICABLE:

(i)TRANSFER OF BENEFICIAL INTERESTS IN THE SAME GLOBAL NOTE. BENEFICIAL INTERESTS IN ANY RESTRICTED GLOBAL NOTE MAY BE TRANSFERRED TO PERSONS WHO TAKE DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN THE SAME RESTRICTED GLOBAL NOTE IN ACCORDANCE WITH THE TRANSFER RESTRICTIONS SET

FORTH IN THE PRIVATE PLACEMENT LEGEND; PROVIDED, HOWEVER, THAT PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD, TRANSFERS OF BENEFICIAL INTERESTS IN THE REGULATION S GLOBAL NOTE MAY NOT BE MADE TO A U.S. PERSON OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON (OTHER THAN THE INITIAL PURCHASERS) BENEFICIAL INTERESTS IN ANY UNRESTRICTED GLOBAL NOTE MAY BE TRANSFERRED TO PERSONS WHO TAKE DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. NO WRITTEN ORDERS OR INSTRUCTIONS SHALL BE REQUIRED TO BE DELIVERED TO THE REGISTRAR TO EFFECT THE TRANSFERS DESCRIBED IN THIS SECTION 2.06(B)(I).

(ii) ALL OTHER TRANSFERS AND EXCHANGES OF BENEFICIAL INTERESTS IN GLOBAL NOTES. IN CONNECTION WITH ALL TRANSFERS AND EXCHANGES OF BENEFICIAL INTERESTS THAT ARE NOT SUBJECT TO SECTION 2.06(B)(I) ABOVE, THE TRANSFEROR OF SUCH BENEFICIAL INTEREST MUST DELIVER TO THE REGISTRAR EITHER (A) (1) A WRITTEN ORDER FROM A PARTICIPANT OR AN INDIRECT PARTICIPANT GIVEN TO THE DEPOSITARY IN ACCORDANCE WITH THE APPLICABLE PROCEDURES DIRECTING THE DEPOSITARY TO CREDIT OR CAUSE TO BE CREDITED A BENEFICIAL INTEREST IN ANOTHER GLOBAL NOTE IN AN AMOUNT EQUAL TO THE BENEFICIAL INTEREST TO BE TRANSFERRED OR EXCHANGED AND (2) INSTRUCTIONS GIVEN IN ACCORDANCE WITH THE APPLICABLE PROCEDURES CONTAINING INFORMATION REGARDING THE PARTICIPANT ACCOUNT TO BE CREDITED WITH SUCH INCREASE OR (B) (1) A WRITTEN ORDER FROM A PARTICIPANT OR AN INDIRECT PARTICIPANT GIVEN TO THE DEPOSITARY IN ACCORDANCE WITH THE APPLICABLE PROCEDURES DIRECTING THE DEPOSITARY TO CAUSE TO BE ISSUED A DEFINITIVE NOTE IN AN AMOUNT EQUAL TO THE BENEFICIAL INTEREST TO BE TRANSFERRED OR EXCHANGED AND (2) INSTRUCTIONS GIVEN BY THE DEPOSITARY TO THE REGISTRAR CONTAINING INFORMATION REGARDING THE PERSON IN WHOSE NAME SUCH DEFINITIVE NOTE SHALL BE REGISTERED TO EFFECT THE TRANSFER OR EXCHANGE REFERRED TO IN (1) ABOVE. UPON CONSUMMATION OF AN EXCHANGE OFFER BY THE COMPANY IN ACCORDANCE WITH SECTION 2.06(F) HEREOF, THE REQUIREMENTS OF THIS SECTION 2.06(B)(II) SHALL BE DEEMED TO HAVE BEEN SATISFIED UPON RECEIPT BY THE REGISTRAR OF THE INSTRUCTIONS CONTAINED IN THE LETTER OF TRANSMITTAL DELIVERED BY THE HOLDER OF SUCH BENEFICIAL INTERESTS IN THE RESTRICTED GLOBAL NOTES. UPON SATISFACTION OF ALL OF THE REQUIREMENTS FOR TRANSFER OR EXCHANGE OF BENEFICIAL INTERESTS IN GLOBAL NOTES CONTAINED IN THIS INDENTURE AND THE NOTES OR OTHERWISE APPLICABLE UNDER THE SECURITIES ACT, THE TRUSTEE SHALL ADJUST THE PRINCIPAL AMOUNT OF THE RELEVANT GLOBAL NOTE(S) PURSUANT TO SECTION 2.06(H) HEREOF.

(iii) TRANSFER OF BENEFICIAL INTERESTS TO ANOTHER RESTRICTED GLOBAL NOTE. A BENEFICIAL INTEREST IN ANY RESTRICTED GLOBAL NOTE MAY BE TRANSFERRED TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN ANOTHER RESTRICTED GLOBAL NOTE IF THE TRANSFER COMPLIES WITH THE REQUIREMENTS OF SECTION 2.06(B)(II) ABOVE AND THE REGISTRAR RECEIVES THE FOLLOWING:

(A)IF THE TRANSFEREE WILL TAKE DELIVERY IN THE FORM OF A BENEFICIAL INTEREST IN THE 144A GLOBAL NOTE, THEN THE TRANSFEROR MUST DELIVER A CERTIFICATE IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1) THEREOF;

(B)IF THE TRANSFEREE WILL TAKE DELIVERY IN THE FORM OF A BENEFICIAL INTEREST IN THE REGULATION S GLOBAL NOTE, THEN THE TRANSFEROR MUST DELIVER A CERTIFICATE IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (2) THEREOF; AND

(C)IF THE TRANSFEREE WILL TAKE DELIVERY IN THE FORM OF A BENEFICIAL INTEREST IN THE IAI GLOBAL NOTE, THEN THE TRANSFEROR MUST DELIVER A CERTIFICATE IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS AND CERTIFICATES AND OPINION OF COUNSEL REQUIRED BY ITEM (3) THEREOF, IF APPLICABLE.

(iv)TRANSFER AND EXCHANGE OF BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE FOR BENEFICIAL INTERESTS IN THE UNRESTRICTED GLOBAL NOTE. A BENEFICIAL INTEREST IN ANY RESTRICTED GLOBAL NOTE MAY BE EXCHANGED BY ANY HOLDER THEREOF FOR A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR TRANSFERRED TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE IF THE EXCHANGE OR TRANSFER COMPLIES WITH THE REQUIREMENTS OF SECTION 2.06(B)(II) ABOVE AND:

(A)SUCH EXCHANGE OR TRANSFER IS EFFECTED PURSUANT TO THE EXCHANGE OFFER IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT AND THE HOLDER OF THE BENEFICIAL INTEREST TO BE TRANSFERRED, IN THE CASE OF AN EXCHANGE, OR THE TRANSFEREE, IN THE CASE OF A TRANSFER, CERTIFIES IN THE APPLICABLE LETTER OF TRANSMITTAL THAT IT IS NOT (1) A BROKER-DEALER, (2) A PERSON PARTICIPATING IN THE DISTRIBUTION OF THE EXCHANGE NOTES OR (3) A PERSON WHO IS AN AFFILIATE (AS DEFINED IN RULE 144) OF THE COMPANY;

(B)SUCH TRANSFER IS EFFECTED PURSUANT TO THE SHELF REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT;

(C)SUCH TRANSFER IS EFFECTED BY A PARTICIPATING BROKER-DEALER PURSUANT TO THE EXCHANGE OFFER REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT; OR

(D)THE REGISTRAR RECEIVES THE FOLLOWING:

(1)IF THE HOLDER OF SUCH BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PROPOSES TO EXCHANGE SUCH BENEFICIAL INTEREST FOR A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT C HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1)(A) THEREOF; OR

(2)IF THE HOLDER OF SUCH BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PROPOSES TO TRANSFER SUCH BENEFICIAL INTEREST TO A PERSON WHO SHALL TAKE DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (4) THEREOF;

AND, IN EACH SUCH CASE SET FORTH IN THIS SUBPARAGRAPH (D), IF THE REGISTRAR SO REQUESTS OR IF THE APPLICABLE PROCEDURES SO REQUIRE, AN OPINION OF COUNSEL IN FORM REASONABLY ACCEPTABLE TO THE REGISTRAR TO THE EFFECT THAT SUCH EXCHANGE OR TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT AND THAT THE RESTRICTIONS ON TRANSFER CONTAINED HEREIN AND IN THE PRIVATE PLACEMENT LEGEND ARE NO LONGER REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT.

IF ANY SUCH TRANSFER IS EFFECTED PURSUANT TO SUBPARAGRAPH (B) OR (D) ABOVE AT A TIME WHEN AN UNRESTRICTED GLOBAL NOTE HAS NOT YET BEEN ISSUED, THE COMPANY SHALL ISSUE AND, UPON RECEIPT OF AN AUTHENTICATION ORDER IN ACCORDANCE WITH SECTION 2.02 HEREOF, THE TRUSTEE SHALL AUTHENTICATE ONE OR MORE UNRESTRICTED GLOBAL NOTES IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF BENEFICIAL INTERESTS TRANSFERRED PURSUANT TO SUBPARAGRAPH (B) OR (D) ABOVE.

BENEFICIAL INTERESTS IN AN UNRESTRICTED GLOBAL NOTE CANNOT BE EXCHANGED FOR, OR TRANSFERRED TO PERSONS WHO TAKE DELIVERY THEREOF IN THE FORM OF, A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE.

(c) TRANSFER OR EXCHANGE OF BENEFICIAL INTERESTS FOR DEFINITIVE NOTES.

(i)BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES TO RESTRICTED DEFINITIVE NOTES. IF ANY HOLDER OF A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PROPOSES TO EXCHANGE SUCH BENEFICIAL INTEREST FOR A RESTRICTED DEFINITIVE NOTE OR TO TRANSFER SUCH BENEFICIAL INTEREST TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A RESTRICTED DEFINITIVE NOTE, THEN, UPON RECEIPT BY THE REGISTRAR OF THE FOLLOWING DOCUMENTATION:

(A)IF THE HOLDER OF SUCH BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PROPOSES TO EXCHANGE SUCH BENEFICIAL INTEREST FOR A RESTRICTED DEFINITIVE NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT C HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (2)(A) THEREOF;

(B)IF SUCH BENEFICIAL INTEREST IS BEING TRANSFERRED TO A QIB IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1) THEREOF;

(C)IF SUCH BENEFICIAL INTEREST IS BEING TRANSFERRED TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (2) THEREOF;

(D)IF SUCH BENEFICIAL INTEREST IS BEING TRANSFERRED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN ACCORDANCE WITH RULE 144 UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (3)(A) THEREOF;

(E)IF SUCH BENEFICIAL INTEREST IS BEING TRANSFERRED TO AN INSTITUTIONAL ACCREDITED INVESTOR IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OTHER THAN THOSE LISTED IN SUBPARAGRAPHS (B) THROUGH (D) ABOVE, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS, CERTIFICATES AND OPINION OF COUNSEL REQUIRED BY ITEM (3) THEREOF, IF APPLICABLE;

(F)IF SUCH BENEFICIAL INTEREST IS BEING TRANSFERRED TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (3)(B) THEREOF; OR

(G)IF SUCH BENEFICIAL INTEREST IS BEING TRANSFERRED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (3)(C) THEREOF,

THE TRUSTEE SHALL CAUSE THE AGGREGATE PRINCIPAL AMOUNT OF THE APPLICABLE GLOBAL NOTE TO BE REDUCED ACCORDINGLY PURSUANT TO SECTION 2.06(H) HEREOF, AND THE COMPANY SHALL EXECUTE AND THE TRUSTEE SHALL AUTHENTICATE AND DELIVER TO THE PERSON DESIGNATED IN THE INSTRUCTIONS A DEFINITIVE NOTE IN THE APPROPRIATE PRINCIPAL AMOUNT. ANY DEFINITIVE NOTE ISSUED IN EXCHANGE FOR A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PURSUANT TO THIS SECTION 2.06(C)(I) SHALL BE REGISTERED IN SUCH NAME OR NAMES AND IN SUCH AUTHORIZED DENOMINATION OR DENOMINATIONS AS THE HOLDER OF SUCH BENEFICIAL INTEREST SHALL INSTRUCT THE REGISTRAR THROUGH INSTRUCTIONS FROM THE DEPOSITARY AND THE PARTICIPANT OR INDIRECT PARTICIPANT. THE TRUSTEE SHALL DELIVER SUCH DEFINITIVE NOTES TO THE PERSONS IN WHOSE NAMES SUCH NOTES ARE SO REGISTERED.

ANY DEFINITIVE NOTE ISSUED IN EXCHANGE FOR A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PURSUANT TO THIS SECTION 2.06(C)(I) SHALL BEAR THE PRIVATE PLACEMENT LEGEND AND SHALL BE SUBJECT TO ALL RESTRICTIONS ON TRANSFER CONTAINED THEREIN.

(II)BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES TO UNRESTRICTED DEFINITIVE NOTES. A HOLDER OF A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE MAY EXCHANGE SUCH BENEFICIAL INTEREST FOR AN UNRESTRICTED DEFINITIVE NOTE OR MAY TRANSFER SUCH BENEFICIAL INTEREST TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF AN UNRESTRICTED DEFINITIVE NOTE ONLY IF:

(A)SUCH EXCHANGE OR TRANSFER IS EFFECTED PURSUANT TO THE EXCHANGE OFFER IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT AND THE HOLDER OF SUCH BENEFICIAL INTEREST, IN THE CASE OF AN EXCHANGE, OR THE TRANSFEREE, IN THE CASE OF A TRANSFER, CERTIFIES IN THE APPLICABLE LETTER OF TRANSMITTAL THAT IT IS NOT (1) A BROKER-DEALER, (2) A PERSON PARTICIPATING IN THE DISTRIBUTION OF THE EXCHANGE NOTES OR (3) A PERSON WHO IS AN AFFILIATE (AS DEFINED IN RULE 144) OF THE COMPANY;

(B)SUCH TRANSFER IS EFFECTED PURSUANT TO THE SHELF REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT;

(C)SUCH TRANSFER IS EFFECTED BY A PARTICIPATING BROKER-DEALER PURSUANT TO THE EXCHANGE OFFER REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT; OR

(D)THE REGISTRAR RECEIVES THE FOLLOWING:

(1)IF THE HOLDER OF SUCH BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PROPOSES TO EXCHANGE SUCH BENEFICIAL INTEREST FOR A DEFINITIVE NOTE THAT DOES NOT BEAR THE PRIVATE PLACEMENT LEGEND, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT C HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1)(B) THEREOF; OR

(2)IF THE HOLDER OF SUCH BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE PROPOSES TO TRANSFER SUCH BENEFICIAL INTEREST TO A PERSON WHO SHALL TAKE DELIVERY THEREOF IN THE FORM OF A DEFINITIVE NOTE THAT DOES NOT BEAR THE PRIVATE PLACEMENT LEGEND, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (4) THEREOF;

AND, IN EACH SUCH CASE SET FORTH IN THIS SUBPARAGRAPH (D), IF THE REGISTRAR SO REQUESTS OR IF THE APPLICABLE PROCEDURES SO REQUIRE, AN OPINION OF COUNSEL IN FORM REASONABLY ACCEPTABLE TO THE REGISTRAR TO THE EFFECT THAT SUCH EXCHANGE OR TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT AND THAT THE RESTRICTIONS ON TRANSFER CONTAINED HEREIN AND IN THE PRIVATE PLACEMENT LEGEND ARE NO LONGER REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT.

(iii) BENEFICIAL INTERESTS IN UNRESTRICTED GLOBAL NOTES TO UNRESTRICTED DEFINITIVE NOTES. IF ANY HOLDER OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE PROPOSES TO EXCHANGE SUCH BENEFICIAL INTEREST FOR A DEFINITIVE NOTE OR TO TRANSFER SUCH BENEFICIAL INTEREST TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A DEFINITIVE NOTE, THEN, UPON SATISFACTION OF THE CONDITIONS SET FORTH IN SECTION 2.06(B)(II) HEREOF, THE TRUSTEE SHALL CAUSE THE AGGREGATE PRINCIPAL AMOUNT OF THE APPLICABLE GLOBAL NOTE TO BE REDUCED ACCORDINGLY PURSUANT TO SECTION 2.06(H) HEREOF, AND THE COMPANY SHALL EXECUTE AND THE TRUSTEE SHALL AUTHENTICATE AND DELIVER TO THE PERSON DESIGNATED IN THE INSTRUCTIONS A DEFINITIVE NOTE IN THE APPROPRIATE PRINCIPAL AMOUNT. ANY DEFINITIVE NOTE ISSUED IN EXCHANGE FOR A BENEFICIAL INTEREST PURSUANT TO THIS SECTION 2.06(C)(III) SHALL BE REGISTERED IN SUCH NAME OR NAMES

AND IN SUCH AUTHORIZED DENOMINATION OR DENOMINATIONS AS THE HOLDER OF SUCH BENEFICIAL INTEREST SHALL INSTRUCT THE REGISTRAR THROUGH INSTRUCTIONS FROM THE DEPOSITARY AND THE PARTICIPANT OR INDIRECT PARTICIPANT. THE TRUSTEE SHALL DELIVER SUCH DEFINITIVE NOTES TO THE PERSONS IN WHOSE NAMES SUCH NOTES ARE SO REGISTERED. ANY DEFINITIVE NOTE ISSUED IN EXCHANGE FOR A BENEFICIAL INTEREST PURSUANT TO THIS SECTION 2.06(C)(III) SHALL NOT BEAR THE PRIVATE PLACEMENT LEGEND.

(D) TRANSFER AND EXCHANGE OF DEFINITIVE NOTES FOR BENEFICIAL INTERESTS.

(i)RESTRICTED DEFINITIVE NOTES TO BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES. IF ANY HOLDER OF A RESTRICTED DEFINITIVE NOTE PROPOSES TO EXCHANGE SUCH NOTE FOR A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE OR TO TRANSFER SUCH RESTRICTED DEFINITIVE NOTES TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE, THEN, UPON RECEIPT BY THE REGISTRAR OF THE FOLLOWING DOCUMENTATION:

(A)IF THE HOLDER OF SUCH RESTRICTED DEFINITIVE NOTE PROPOSES TO EXCHANGE SUCH NOTE FOR A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT C HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (2)(b) THEREOF;

(B)IF SUCH RESTRICTED DEFINITIVE NOTE IS BEING TRANSFERRED TO A QIB IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1) THEREOF;

(C)IF SUCH RESTRICTED DEFINITIVE NOTE IS BEING TRANSFERRED TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (2) THEREOF;

(D)IF SUCH RESTRICTED DEFINITIVE NOTE IS BEING TRANSFERRED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN ACCORDANCE WITH RULE 144 UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (3)(A) THEREOF;

(E)IF SUCH RESTRICTED DEFINITIVE NOTE IS BEING TRANSFERRED TO AN INSTITUTIONAL ACCREDITED INVESTOR IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OTHER THAN THOSE LISTED IN SUBPARAGRAPHS (B) THROUGH (D) ABOVE, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS, CERTIFICATES AND OPINION OF COUNSEL REQUIRED BY ITEM (3) THEREOF, IF APPLICABLE;

(F)IF SUCH RESTRICTED DEFINITIVE NOTE IS BEING TRANSFERRED TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (3)(B) THEREOF; OR

(G)IF SUCH RESTRICTED DEFINITIVE NOTE IS BEING TRANSFERRED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, A CERTIFICATE TO THE EFFECT SET FORTH IN EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (3)(C) THEREOF,

THE TRUSTEE SHALL CANCEL THE RESTRICTED DEFINITIVE NOTE, INCREASE OR CAUSE TO BE INCREASED THE AGGREGATE PRINCIPAL AMOUNT OF, IN THE CASE OF CLAUSE (A) ABOVE, THE APPROPRIATE RESTRICTED GLOBAL NOTE, IN THE CASE OF CLAUSE (B) ABOVE, THE 144A GLOBAL NOTE, IN THE CASE OF CLAUSE (C) ABOVE, THE REGULATION S GLOBAL NOTE, AND IN ALL OTHER CASES, THE IAI GLOBAL NOTE.

(ii)RESTRICTED DEFINITIVE NOTES TO BENEFICIAL INTERESTS IN UNRESTRICTED GLOBAL NOTES. A HOLDER OF A RESTRICTED DEFINITIVE NOTE MAY EXCHANGE SUCH NOTE FOR A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR TRANSFER SUCH RESTRICTED DEFINITIVE NOTE TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE ONLY IF:

(A)SUCH EXCHANGE OR TRANSFER IS EFFECTED PURSUANT TO THE EXCHANGE OFFER IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT AND THE HOLDER, IN THE CASE OF AN EXCHANGE, OR THE TRANSFEREE, IN THE CASE OF A TRANSFER, CERTIFIES IN THE APPLICABLE LETTER OF TRANSMITTAL THAT IT IS NOT (1) A BROKER-DEALER, (2) A PERSON PARTICIPATING IN THE DISTRIBUTION OF THE EXCHANGE NOTES OR (3) A PERSON WHO IS AN AFFILIATE (AS DEFINED IN RULE 144) OF THE COMPANY;

(B)SUCH TRANSFER IS EFFECTED PURSUANT TO THE SHELF REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT;

(C)SUCH TRANSFER IS EFFECTED BY A PARTICIPATING BROKER-DEALER PURSUANT TO THE EXCHANGE OFFER REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT; OR

(D)THE REGISTRAR RECEIVES THE FOLLOWING:

(1)IF THE HOLDER OF SUCH DEFINITIVE NOTES PROPOSES TO EXCHANGE SUCH NOTES FOR A BENEFICIAL INTEREST IN THE UNRESTRICTED GLOBAL NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT C HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1)(C) THEREOF; OR

(2)IF THE HOLDER OF SUCH DEFINITIVE NOTES PROPOSES TO TRANSFER SUCH NOTES TO A PERSON WHO SHALL TAKE DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN THE UNRESTRICTED GLOBAL NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (4) THEREOF;

AND, IN EACH SUCH CASE SET FORTH IN THIS SUBPARAGRAPH (D), IF THE REGISTRAR SO REQUESTS OR IF THE APPLICABLE PROCEDURES SO REQUIRE, AN OPINION OF COUNSEL IN FORM REASONABLY ACCEPTABLE TO THE REGISTRAR TO THE EFFECT THAT SUCH EXCHANGE OR TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT AND THAT THE RESTRICTIONS ON TRANSFER CONTAINED HEREIN AND IN THE PRIVATE PLACEMENT LEGEND ARE NO LONGER REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT.

UPON SATISFACTION OF THE CONDITIONS OF ANY OF THE SUBPARAGRAPHS IN THIS SECTION 2.06(D)(II), THE TRUSTEE SHALL CANCEL THE DEFINITIVE NOTES AND INCREASE OR CAUSE TO BE INCREASED THE AGGREGATE PRINCIPAL AMOUNT OF THE UNRESTRICTED GLOBAL NOTE.

(iii) UNRESTRICTED DEFINITIVE NOTES TO BENEFICIAL INTERESTS IN UNRESTRICTED GLOBAL NOTES. A HOLDER OF AN UNRESTRICTED DEFINITIVE NOTE MAY EXCHANGE SUCH NOTE FOR A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR TRANSFER SUCH DEFINITIVE NOTES TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE AT ANY TIME. UPON RECEIPT OF A REQUEST FOR SUCH AN EXCHANGE OR TRANSFER, THE TRUSTEE SHALL CANCEL THE APPLICABLE UNRESTRICTED

DEFINITIVE NOTE AND INCREASE OR CAUSE TO BE INCREASED THE AGGREGATE PRINCIPAL AMOUNT OF ONE OF THE UNRESTRICTED GLOBAL NOTES.

IF ANY SUCH EXCHANGE OR TRANSFER FROM A DEFINITIVE NOTE TO A BENEFICIAL INTEREST IS EFFECTED PURSUANT TO SUBPARAGRAPHS (ii)(B), (ii)(D) OR (III) ABOVE AT A TIME WHEN AN UNRESTRICTED GLOBAL NOTE HAS NOT YET BEEN ISSUED, THE COMPANY SHALL ISSUE AND, UPON RECEIPT OF AN AUTHENTICATION ORDER IN ACCORDANCE WITH SECTION 2.02 HEREOF, THE TRUSTEE SHALL AUTHENTICATE ONE OR MORE UNRESTRICTED GLOBAL NOTES IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF DEFINITIVE NOTES SO TRANSFERRED.

(e) TRANSFER AND EXCHANGE OF DEFINITIVE NOTES FOR DEFINITIVE NOTES. UPON REQUEST BY A HOLDER OF DEFINITIVE NOTES AND SUCH HOLDER'S COMPLIANCE WITH THE PROVISIONS OF THIS SECTION 2.06(E), THE REGISTRAR SHALL REGISTER THE TRANSFER OR EXCHANGE OF DEFINITIVE NOTES. PRIOR TO SUCH REGISTRATION OF TRANSFER OR EXCHANGE, THE REQUESTING HOLDER SHALL PRESENT OR SURRENDER TO THE REGISTRAR THE DEFINITIVE NOTES DULY ENDORSED OR ACCOMPANIED BY A WRITTEN INSTRUCTION OF TRANSFER IN FORM SATISFACTORY TO THE REGISTRAR DULY EXECUTED BY SUCH HOLDER OR BY HIS OR HER ATTORNEY, DULY AUTHORIZED IN WRITING. IN ADDITION, THE REQUESTING HOLDER SHALL PROVIDE ANY ADDITIONAL CERTIFICATIONS, DOCUMENTS AND INFORMATION, AS APPLICABLE, REQUIRED PURSUANT TO THE FOLLOWING PROVISIONS OF THIS SECTION 2.06(E).

(i)RESTRICTED DEFINITIVE NOTES TO RESTRICTED DEFINITIVE NOTES. ANY RESTRICTED DEFINITIVE NOTE MAY BE TRANSFERRED TO AND REGISTERED IN THE NAME OF PERSONS WHO TAKE DELIVERY THEREOF IN THE FORM OF A RESTRICTED DEFINITIVE NOTE IF THE REGISTRAR RECEIVES THE FOLLOWING:

(A)IF THE TRANSFER WILL BE MADE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, THEN THE TRANSFEROR MUST DELIVER A CERTIFICATE IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1) THEREOF;

(B)IF THE TRANSFER WILL BE MADE PURSUANT TO RULE 903 OR RULE 904, THEN THE TRANSFEROR MUST DELIVER A CERTIFICATE IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (2) THEREOF; AND

(C)IF THE TRANSFER WILL BE MADE PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, THEN THE TRANSFEROR MUST DELIVER A CERTIFICATE IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS, CERTIFICATES AND OPINION OF COUNSEL REQUIRED BY ITEM (3) THEREOF, IF APPLICABLE.

(ii)RESTRICTED DEFINITIVE NOTES TO UNRESTRICTED DEFINITIVE NOTES. ANY RESTRICTED DEFINITIVE NOTE MAY BE EXCHANGED BY THE HOLDER THEREOF FOR AN UNRESTRICTED DEFINITIVE NOTE OR TRANSFERRED TO A PERSON OR PERSONS WHO TAKE DELIVERY THEREOF IN THE FORM OF AN UNRESTRICTED DEFINITIVE NOTE IF:

(A)SUCH EXCHANGE OR TRANSFER IS EFFECTED PURSUANT TO THE EXCHANGE OFFER IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT AND THE HOLDER, IN THE CASE OF AN EXCHANGE, OR THE TRANSFEREE, IN THE CASE OF A TRANSFER, CERTIFIES IN THE APPLICABLE LETTER OF TRANSMITTAL THAT IT IS NOT (1) A BROKER-DEALER, (2) A PERSON PARTICIPATING IN THE DISTRIBUTION OF THE EXCHANGE NOTES OR (3) A PERSON WHO IS AN AFFILIATE (AS DEFINED IN RULE 144) OF THE COMPANY;

(B)ANY SUCH TRANSFER IS EFFECTED PURSUANT TO THE SHELF REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT;

(C)ANY SUCH TRANSFER IS EFFECTED BY A PARTICIPATING BROKER-DEALER PURSUANT TO THE EXCHANGE OFFER REGISTRATION STATEMENT IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT; OR

(D)THE REGISTRAR RECEIVES THE FOLLOWING:

(1)IF THE HOLDER OF SUCH RESTRICTED DEFINITIVE NOTES PROPOSES TO EXCHANGE SUCH NOTES FOR AN UNRESTRICTED DEFINITIVE NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT C HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (1)(D) THEREOF; OR

(2)IF THE HOLDER OF SUCH RESTRICTED DEFINITIVE NOTES PROPOSES TO TRANSFER SUCH NOTES TO A PERSON WHO SHALL TAKE DELIVERY THEREOF IN THE FORM OF AN UNRESTRICTED DEFINITIVE NOTE, A CERTIFICATE FROM SUCH HOLDER IN THE FORM OF EXHIBIT B HERETO, INCLUDING THE CERTIFICATIONS IN ITEM (4) THEREOF;

AND, IN EACH SUCH CASE SET FORTH IN THIS SUBPARAGRAPH (D), IF THE REGISTRAR SO REQUESTS, AN OPINION OF COUNSEL IN FORM REASONABLY ACCEPTABLE TO THE COMPANY TO THE EFFECT THAT SUCH EXCHANGE OR TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT AND THAT THE RESTRICTIONS ON TRANSFER CONTAINED HEREIN AND IN THE PRIVATE PLACEMENT LEGEND ARE NO LONGER REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT.

(iii) UNRESTRICTED DEFINITIVE NOTES TO UNRESTRICTED DEFINITIVE NOTES. A HOLDER OF UNRESTRICTED DEFINITIVE NOTES MAY TRANSFER SUCH NOTES TO A PERSON WHO TAKES DELIVERY THEREOF IN THE FORM OF AN UNRESTRICTED DEFINITIVE NOTE. UPON RECEIPT OF A REQUEST TO REGISTER SUCH A TRANSFER, THE REGISTRAR SHALL REGISTER THE UNRESTRICTED DEFINITIVE NOTES PURSUANT TO THE INSTRUCTIONS FROM THE HOLDER THEREOF.

(F) EXCHANGE OFFER. UPON THE OCCURRENCE OF THE EXCHANGE OFFER IN ACCORDANCE WITH THE REGISTRATION RIGHTS AGREEMENT, THE COMPANY SHALL ISSUE AND, UPON RECEIPT OF AN AUTHENTICATION ORDER IN ACCORDANCE WITH SECTION 2.02, THE TRUSTEE SHALL AUTHENTICATE (I) ONE OR MORE UNRESTRICTED GLOBAL NOTES IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF THE BENEFICIAL INTERESTS IN THE RESTRICTED GLOBAL NOTES TENDERED FOR ACCEPTANCE BY PERSONS THAT CERTIFY IN THE APPLICABLE LETTERS OF TRANSMITTAL THAT (X) THEY ARE NOT BROKER-DEALERS, (Y) THEY ARE NOT PARTICIPATING IN A DISTRIBUTION OF THE EXCHANGE NOTES AND (Z) THEY ARE NOT AFFILIATES (AS DEFINED IN RULE 144) OF THE COMPANY, AND ACCEPTED FOR EXCHANGE IN THE EXCHANGE OFFER AND (II) DEFINITIVE NOTES IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF THE RESTRICTED DEFINITIVE NOTES ACCEPTED FOR EXCHANGE IN THE EXCHANGE OFFER. CONCURRENTLY WITH THE ISSUANCE OF SUCH NOTES, THE TRUSTEE SHALL CAUSE THE AGGREGATE PRINCIPAL AMOUNT OF THE APPLICABLE RESTRICTED GLOBAL NOTES TO BE REDUCED ACCORDINGLY, AND THE COMPANY SHALL EXECUTE AND THE TRUSTEE SHALL AUTHENTICATE AND DELIVER TO THE PERSONS DESIGNATED BY THE HOLDERS OF DEFINITIVE NOTES SO ACCEPTED DEFINITIVE NOTES IN THE APPROPRIATE PRINCIPAL AMOUNT.

(G) LEGENDS. THE FOLLOWING LEGENDS SHALL APPEAR ON THE FACE OF ALL GLOBAL NOTES AND DEFINITIVE NOTES ISSUED UNDER THIS INDENTURE UNLESS SPECIFICALLY STATED OTHERWISE IN THE APPLICABLE PROVISIONS OF THIS INDENTURE.

(I)PRIVATE PLACEMENT LEGEND.

(A)EXCEPT AS PERMITTED BY SUBPARAGRAPH (B) BELOW, EACH GLOBAL NOTE AND EACH DEFINITIVE NOTE (AND ALL NOTES ISSUED IN EXCHANGE THEREFOR OR SUBSTITUTION THEREOF) SHALL BEAR THE LEGEND IN SUBSTANTIALLY THE FOLLOWING FORM:

"THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OF U.S. PERSONS, EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) (A "QIB"), (B) IT IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT) (AN "ACCREDITED INVESTOR"), (2) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY, (B) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (C) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT, (D) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (E) TO AN ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE TRANSFER OF THIS SECURITY (THE FORM OF WHICH CAN BE OBTAINED FROM THE TRUSTEE) AND, IF SUCH TRANSFER IS IN RESPECT OF AN AGGREGATE PRINCIPAL AMOUNT OF NOTES LESS THAN $250,000, AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT, (F) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY) OR (G) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING."

(B)NOTWITHSTANDING THE FOREGOING, ANY GLOBAL NOTE OR DEFINITIVE NOTE ISSUED PURSUANT TO SUBPARAGRAPHS (B)(IV), (C)(II), (C)(III), (D)(II), (D)(III), (E)(II), (E)(III) OR (F) TO THIS SECTION 2.06 (AND ALL NOTES ISSUED IN EXCHANGE THEREFOR OR SUBSTITUTION THEREOF) SHALL NOT BEAR THE PRIVATE PLACEMENT LEGEND.

(ii) GLOBAL NOTE LEGEND. EACH GLOBAL NOTE SHALL BEAR A LEGEND IN SUBSTANTIALLY THE FOLLOWING FORM:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.01 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(A) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY."

(h) CANCELLATION AND/OR ADJUSTMENT OF GLOBAL NOTES. AT SUCH TIME AS ALL BENEFICIAL INTERESTS IN A PARTICULAR GLOBAL NOTE HAVE BEEN EXCHANGED FOR DEFINITIVE NOTES OR A PARTICULAR GLOBAL NOTE HAS BEEN REDEEMED, REPURCHASED OR CANCELED IN WHOLE AND NOT IN PART, EACH SUCH GLOBAL NOTE SHALL BE RETURNED TO OR RETAINED AND CANCELED BY THE TRUSTEE IN ACCORDANCE WITH SECTION 2.11 HEREOF. AT ANY TIME PRIOR TO SUCH CANCELLATION, IF ANY BENEFICIAL INTEREST IN A GLOBAL NOTE IS EXCHANGED FOR OR TRANSFERRED TO A PERSON WHO WILL TAKE DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN ANOTHER GLOBAL NOTE OR FOR DEFINITIVE NOTES, THE PRINCIPAL AMOUNT OF NOTES REPRESENTED BY SUCH GLOBAL NOTE SHALL BE REDUCED ACCORDINGLY AND AN ENDORSEMENT SHALL BE MADE ON SUCH GLOBAL NOTE BY THE TRUSTEE OR BY THE DEPOSITARY AT THE DIRECTION OF THE TRUSTEE TO REFLECT SUCH REDUCTION; AND IF THE BENEFICIAL INTEREST IS BEING EXCHANGED FOR OR TRANSFERRED TO A PERSON WHO WILL TAKE DELIVERY THEREOF IN THE FORM OF A BENEFICIAL INTEREST IN ANOTHER GLOBAL NOTE, SUCH OTHER GLOBAL NOTE SHALL BE INCREASED ACCORDINGLY AND AN ENDORSEMENT SHALL BE MADE ON SUCH GLOBAL NOTE BY THE TRUSTEE OR BY THE DEPOSITARY AT THE DIRECTION OF THE TRUSTEE TO REFLECT SUCH INCREASE.

(i) GENERAL PROVISIONS RELATING TO TRANSFERS AND EXCHANGES.

(i)TO PERMIT REGISTRATIONS OF TRANSFERS AND EXCHANGES, THE COMPANY SHALL EXECUTE AND THE TRUSTEE SHALL AUTHENTICATE GLOBAL NOTES AND DEFINITIVE NOTES UPON THE COMPANY'S ORDER OR AT THE REGISTRAR'S REQUEST.

(ii)NO SERVICE CHARGE SHALL BE MADE TO A HOLDER OF A BENEFICIAL INTEREST IN A GLOBAL NOTE OR TO A HOLDER OF A DEFINITIVE NOTE FOR ANY REGISTRATION OF TRANSFER OR EXCHANGE, BUT THE COMPANY MAY REQUIRE PAYMENT OF A SUM SUFFICIENT TO COVER ANY TRANSFER TAX OR SIMILAR GOVERNMENTAL CHARGE PAYABLE IN CONNECTION THEREWITH (OTHER THAN ANY SUCH TRANSFER TAXES OR SIMILAR GOVERNMENTAL CHARGE PAYABLE UPON EXCHANGE OR TRANSFER PURSUANT TO SECTIONS 2.10, 3.06, 3.09, 4.10, 4.14 AND 9.05 HEREOF).

(iii)THE REGISTRAR SHALL NOT BE REQUIRED TO REGISTER THE TRANSFER OF OR EXCHANGE ANY NOTE SELECTED FOR REDEMPTION IN WHOLE OR IN PART, EXCEPT THE UNREDEEMED PORTION OF ANY NOTE BEING REDEEMED IN PART.

(iv)ALL GLOBAL NOTES AND DEFINITIVE NOTES ISSUED UPON ANY REGISTRATION OF TRANSFER OR EXCHANGE OF GLOBAL NOTES OR DEFINITIVE NOTES SHALL BE THE VALID OBLIGATIONS OF THE COMPANY,

EVIDENCING THE SAME DEBT, AND ENTITLED TO THE SAME BENEFITS UNDER THIS INDENTURE, AS THE GLOBAL NOTES OR DEFINITIVE NOTES SURRENDERED UPON SUCH REGISTRATION OF TRANSFER OR EXCHANGE.

(v)THE COMPANY SHALL NOT BE REQUIRED (A) TO ISSUE, TO REGISTER THE TRANSFER OF OR TO EXCHANGE ANY NOTES DURING A PERIOD BEGINNING AT THE OPENING OF BUSINESS 15 DAYS BEFORE THE DAY OF ANY SELECTION OF NOTES FOR REDEMPTION UNDER SECTION 3.02 HEREOF AND ENDING AT THE CLOSE OF BUSINESS ON THE DAY OF SELECTION, (B) TO REGISTER THE TRANSFER OF OR TO EXCHANGE ANY NOTE SO SELECTED FOR REDEMPTION IN WHOLE OR IN PART, EXCEPT THE UNREDEEMED PORTION OF ANY NOTE BEING REDEEMED IN PART OR (C) TO REGISTER THE TRANSFER OF OR TO EXCHANGE A NOTE BETWEEN A RECORD DATE AND THE NEXT SUCCEEDING INTEREST PAYMENT DATE.

(vi)PRIOR TO DUE PRESENTMENT FOR THE REGISTRATION OF A TRANSFER OF ANY NOTE, THE TRUSTEE, ANY AGENT AND THE COMPANY MAY DEEM AND TREAT THE PERSON IN WHOSE NAME ANY NOTE IS REGISTERED AS THE ABSOLUTE OWNER OF SUCH NOTE FOR THE PURPOSE OF RECEIVING PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH NOTES AND FOR ALL OTHER PURPOSES, AND NONE OF THE TRUSTEE, ANY AGENT OR THE COMPANY SHALL BE AFFECTED BY NOTICE TO THE CONTRARY.

(vii)THE TRUSTEE SHALL AUTHENTICATE GLOBAL NOTES AND DEFINITIVE NOTES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.02 HEREOF.

(viii)CERTIFICATIONS, CERTIFICATES AND OPINIONS OF COUNSEL REQUIRED TO BE SUBMITTED TO THE REGISTRAR PURSUANT TO THIS SECTION 2.06 TO EFFECT A REGISTRATION OF TRANSFER OR EXCHANGE MAY BE SUBMITTED BY FACSIMILE.

SECTION 2.07 REPLACEMENT NOTES.

IF ANY MUTILATED NOTE IS SURRENDERED TO THE TRUSTEE OR THE COMPANY AND THE TRUSTEE RECEIVES EVIDENCE TO ITS SATISFACTION OF THE DESTRUCTION, LOSS OR THEFT OF ANY NOTE, THE COMPANY SHALL ISSUE AND THE TRUSTEE, UPON RECEIPT OF AN AUTHENTICATION ORDER, SHALL AUTHENTICATE A REPLACEMENT NOTE IF THE TRUSTEE'S REQUIREMENTS ARE MET. IF REQUIRED BY THE TRUSTEE OR THE COMPANY, AN INDEMNITY BOND MUST BE SUPPLIED BY THE HOLDER THAT IS SUFFICIENT IN THE JUDGMENT OF THE TRUSTEE AND THE COMPANY TO PROTECT THE COMPANY, THE TRUSTEE, ANY AGENT AND ANY AUTHENTICATING AGENT FROM ANY LOSS THAT ANY OF THEM MAY SUFFER IF A NOTE IS REPLACED. THE COMPANY MAY CHARGE FOR ITS EXPENSES IN REPLACING A NOTE.

EVERY REPLACEMENT NOTE IS AN ADDITIONAL OBLIGATION OF THE COMPANY AND SHALL BE ENTITLED TO ALL OF THE BENEFITS OF THIS INDENTURE EQUALLY AND PROPORTIONATELY WITH ALL OTHER NOTES DULY ISSUED HEREUNDER.

SECTION 2.08 OUTSTANDING NOTES.

THE NOTES OUTSTANDING AT ANY TIME ARE ALL THE NOTES AUTHENTICATED BY THE TRUSTEE EXCEPT FOR THOSE CANCELED BY IT, THOSE DELIVERED TO IT FOR CANCELLATION, THOSE REDUCTIONS IN THE INTEREST IN A GLOBAL NOTE EFFECTED BY THE TRUSTEE IN ACCORDANCE WITH THE PROVISIONS HEREOF AND THOSE DESCRIBED IN THIS SECTION 2.08 AS NOT OUTSTANDING. EXCEPT AS SET FORTH IN SECTION 2.09 HEREOF, A NOTE DOES NOT CEASE TO BE OUTSTANDING BECAUSE THE COMPANY OR AN AFFILIATE OF THE COMPANY HOLDS THE NOTE.

IF A NOTE IS REPLACED PURSUANT TO SECTION 2.07 HEREOF, IT CEASES TO BE OUTSTANDING UNLESS THE TRUSTEE RECEIVES PROOF SATISFACTORY TO IT THAT THE REPLACED NOTE IS HELD BY A BONA FIDE PURCHASER.

IF THE PRINCIPAL AMOUNT OF ANY NOTE IS CONSIDERED PAID UNDER SECTION 4.01 HEREOF, IT CEASES TO BE OUTSTANDING AND INTEREST ON IT CEASES TO ACCRUE.

IF THE PAYING AGENT (OTHER THAN THE COMPANY, A SUBSIDIARY OR AN AFFILIATE OF ANY THEREOF) HOLDS, ON A REDEMPTION DATE OR MATURITY DATE, MONEY SUFFICIENT TO PAY NOTES PAYABLE ON THAT DATE, THEN ON AND AFTER THAT DATE SUCH NOTES SHALL BE DEEMED TO BE NO LONGER OUTSTANDING AND SHALL CEASE TO ACCRUE INTEREST.

SECTION 2.09 TREASURY NOTES.

IN DETERMINING WHETHER THE HOLDERS OF THE REQUIRED PRINCIPAL AMOUNT OF NOTES HAVE CONCURRED IN ANY DIRECTION, WAIVER OR CONSENT, NOTES OWNED BY THE COMPANY, OR BY ANY PERSON DIRECTLY OR INDIRECTLY CONTROLLING OR CONTROLLED BY OR UNDER DIRECT OR INDIRECT COMMON CONTROL WITH THE COMPANY, SHALL BE CONSIDERED AS THOUGH NOT OUTSTANDING, EXCEPT THAT FOR THE PURPOSES OF DETERMINING WHETHER THE TRUSTEE SHALL BE PROTECTED IN RELYING ON ANY SUCH DIRECTION, WAIVER OR CONSENT, ONLY NOTES THAT THE TRUSTEE KNOWS ARE SO OWNED SHALL BE SO DISREGARDED.

SECTION 2.10 TEMPORARY NOTES.

UNTIL CERTIFICATES REPRESENTING NOTES ARE READY FOR DELIVERY, THE COMPANY MAY PREPARE AND THE TRUSTEE, UPON RECEIPT OF AN AUTHENTICATION ORDER, SHALL AUTHENTICATE TEMPORARY NOTES. TEMPORARY NOTES SHALL BE SUBSTANTIALLY IN THE FORM OF CERTIFICATED NOTES BUT MAY HAVE VARIATIONS THAT THE COMPANY CONSIDERS APPROPRIATE FOR TEMPORARY NOTES AND AS SHALL BE REASONABLY ACCEPTABLE TO THE TRUSTEE. WITHOUT UNREASONABLE DELAY, THE COMPANY SHALL PREPARE AND THE TRUSTEE SHALL AUTHENTICATE DEFINITIVE NOTES IN EXCHANGE FOR TEMPORARY NOTES.

HOLDERS OF TEMPORARY NOTES SHALL BE ENTITLED TO ALL OF THE BENEFITS OF THIS INDENTURE.

SECTION 2.11 CANCELLATION.

THE COMPANY AT ANY TIME MAY DELIVER NOTES TO THE TRUSTEE FOR CANCELLATION. THE REGISTRAR AND PAYING AGENT SHALL FORWARD TO THE TRUSTEE ANY NOTES SURRENDERED TO THEM FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT. THE TRUSTEE AND NO ONE ELSE SHALL CANCEL ALL NOTES SURRENDERED FOR REGISTRATION OF TRANSFER, EXCHANGE, PAYMENT, REPLACEMENT OR CANCELLATION AND SHALL DESTROY CANCELED NOTES (SUBJECT TO THE RECORD RETENTION REQUIREMENT OF THE EXCHANGE ACT). CERTIFICATION OF THE DESTRUCTION OF ALL CANCELED NOTES SHALL BE DELIVERED TO THE COMPANY. THE COMPANY MAY NOT ISSUE NEW NOTES TO REPLACE NOTES THAT IT HAS PAID OR THAT HAVE BEEN DELIVERED TO THE TRUSTEE FOR CANCELLATION.

SECTION 2.12 DEFAULTED INTEREST.

IF THE COMPANY DEFAULTS IN A PAYMENT OF INTEREST ON THE NOTES, IT SHALL PAY THE DEFAULTED INTEREST IN ANY LAWFUL MANNER PLUS, TO THE EXTENT LAWFUL, INTEREST PAYABLE ON THE DEFAULTED INTEREST, TO THE PERSONS WHO ARE HOLDERS ON A SUBSEQUENT SPECIAL RECORD DATE, IN EACH CASE AT THE RATE PROVIDED IN THE NOTES AND IN SECTION 4.01 HEREOF. THE COMPANY SHALL NOTIFY THE TRUSTEE IN WRITING OF THE AMOUNT OF DEFAULTED INTEREST PROPOSED TO BE PAID ON EACH NOTE AND THE

DATE OF THE PROPOSED PAYMENT. THE COMPANY SHALL FIX OR CAUSE TO BE FIXED EACH SUCH SPECIAL RECORD DATE AND PAYMENT DATE, PROVIDED THAT NO SUCH SPECIAL RECORD DATE SHALL BE LESS THAN 10 DAYS PRIOR TO THE RELATED PAYMENT DATE FOR SUCH DEFAULTED INTEREST. AT LEAST 15 DAYS BEFORE THE SPECIAL RECORD DATE, THE COMPANY (OR, UPON THE WRITTEN REQUEST OF THE COMPANY, THE TRUSTEE IN THE NAME AND AT THE EXPENSE OF THE COMPANY) SHALL MAIL OR CAUSE TO BE MAILED TO HOLDERS A NOTICE THAT STATES THE SPECIAL RECORD DATE, THE RELATED PAYMENT DATE AND THE AMOUNT OF SUCH INTEREST TO BE PAID.

ARTICLE 3.

REDEMPTION AND PREPAYMENT

SECTION 3.01 NOTICES TO TRUSTEE.

IF THE COMPANY ELECTS TO REDEEM NOTES PURSUANT TO THE OPTIONAL REDEMPTION PROVISIONS OF SECTION 3.07 HEREOF, IT SHALL FURNISH TO THE TRUSTEE, AT LEAST 30 DAYS BUT NOT MORE THAN 60 DAYS BEFORE A REDEMPTION DATE, AN OFFICERS' CERTIFICATE SETTING FORTH (I) THE CLAUSE OF THIS INDENTURE PURSUANT TO WHICH THE REDEMPTION SHALL OCCUR, (II) THE REDEMPTION DATE, (III) THE PRINCIPAL AMOUNT OF NOTES TO BE REDEEMED AND (IV) THE REDEMPTION PRICE.

SECTION 3.02 SELECTION OF NOTES TO BE REDEEMED.

IF LESS THAN ALL OF THE NOTES ARE TO BE REDEEMED OR PURCHASED IN AN OFFER TO PURCHASE AT ANY TIME, THE TRUSTEE SHALL SELECT THE NOTES TO BE REDEEMED OR PURCHASED AMONG THE HOLDERS OF THE NOTES IN COMPLIANCE WITH THE REQUIREMENTS OF THE PRINCIPAL NATIONAL SECURITIES EXCHANGE, IF ANY, ON WHICH THE NOTES ARE LISTED OR, IF THE NOTES ARE NOT SO LISTED, ON A PRO RATA BASIS, BY LOT OR IN ACCORDANCE WITH ANY OTHER METHOD THE TRUSTEE CONSIDERS FAIR AND APPROPRIATE. IN THE EVENT OF PARTIAL REDEMPTION BY LOT, THE PARTICULAR NOTES TO BE REDEEMED SHALL BE SELECTED, UNLESS OTHERWISE PROVIDED HEREIN, NOT LESS THAN 30 NOR MORE THAN 60 DAYS PRIOR TO THE REDEMPTION DATE BY THE TRUSTEE FROM THE OUTSTANDING NOTES NOT PREVIOUSLY CALLED FOR REDEMPTION.

THE TRUSTEE SHALL PROMPTLY NOTIFY THE COMPANY IN WRITING OF THE NOTES SELECTED FOR REDEMPTION AND, IN THE CASE OF ANY NOTE SELECTED FOR PARTIAL REDEMPTION, THE PRINCIPAL AMOUNT THEREOF TO BE REDEEMED. NOTES AND PORTIONS OF NOTES SELECTED SHALL BE IN AMOUNTS OF $1,000 OR WHOLE MULTIPLES OF $1,000; EXCEPT THAT IF ALL OF THE NOTES OF A HOLDER ARE TO BE REDEEMED, THE ENTIRE OUTSTANDING AMOUNT OF NOTES HELD BY SUCH HOLDER, EVEN IF NOT A MULTIPLE OF $1,000, SHALL BE REDEEMED. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, PROVISIONS OF THIS INDENTURE THAT APPLY TO NOTES CALLED FOR REDEMPTION ALSO APPLY TO PORTIONS OF NOTES CALLED FOR REDEMPTION.

SECTION 3.03 NOTICE OF REDEMPTION.

SUBJECT TO THE PROVISIONS OF SECTION 3.09 HEREOF, AT LEAST 30 DAYS BUT NOT MORE THAN 60 DAYS BEFORE A REDEMPTION DATE, THE COMPANY SHALL MAIL OR CAUSE TO BE MAILED, BY FIRST CLASS MAIL, A NOTICE OF REDEMPTION TO EACH HOLDER WHOSE NOTES ARE TO BE REDEEMED AT ITS REGISTERED ADDRESS.

THE NOTICE SHALL IDENTIFY THE NOTES TO BE REDEEMED AND SHALL STATE:

(a) THE REDEMPTION DATE;

(b) THE REDEMPTION PRICE;

(c) IF ANY NOTE IS BEING REDEEMED IN PART, THE PORTION OF THE PRINCIPAL AMOUNT OF SUCH NOTE TO BE REDEEMED AND THAT, AFTER THE REDEMPTION DATE UPON SURRENDER OF SUCH NOTE, A NEW NOTE OR NOTES IN PRINCIPAL AMOUNT EQUAL TO THE UNREDEEMED PORTION SHALL BE ISSUED UPON CANCELLATION OF THE ORIGINAL NOTE;

(d) THE NAME AND ADDRESS OF THE PAYING AGENT;

(e) THAT NOTES CALLED FOR REDEMPTION MUST BE SURRENDERED TO THE PAYING AGENT TO COLLECT THE REDEMPTION PRICE;

(f) THAT, UNLESS THE COMPANY DEFAULTS IN MAKING SUCH REDEMPTION PAYMENT, INTEREST ON NOTES CALLED FOR REDEMPTION CEASES TO ACCRUE ON AND AFTER THE REDEMPTION DATE;

(g) THE PARAGRAPH OF THE NOTES AND/OR SECTION OF THIS INDENTURE PURSUANT TO WHICH THE NOTES CALLED FOR REDEMPTION ARE BEING REDEEMED; AND

(h) THAT NO REPRESENTATION IS MADE AS TO THE CORRECTNESS OR ACCURACY OF THE CUSIP NUMBER, IF ANY, LISTED IN SUCH NOTICE OR PRINTED ON THE NOTES.

AT THE COMPANY'S REQUEST, THE TRUSTEE SHALL GIVE THE NOTICE OF REDEMPTION IN THE COMPANY'S NAME AND AT ITS EXPENSE; PROVIDED, HOWEVER, THAT THE COMPANY SHALL HAVE DELIVERED TO THE TRUSTEE, AT LEAST 45 DAYS PRIOR TO THE REDEMPTION DATE, AN OFFICERS' CERTIFICATE REQUESTING THAT THE TRUSTEE GIVE SUCH NOTICE AND SETTING FORTH THE INFORMATION TO BE STATED IN SUCH NOTICE AS PROVIDED IN THE PRECEDING PARAGRAPH.

SECTION 3.04 EFFECT OF NOTICE OF REDEMPTION.

ONCE NOTICE OF REDEMPTION IS MAILED IN ACCORDANCE WITH SECTION 3.03 HEREOF, NOTES CALLED FOR REDEMPTION BECOME IRREVOCABLY DUE AND PAYABLE ON THE REDEMPTION DATE AT THE REDEMPTION PRICE. A NOTICE OF REDEMPTION MAY NOT BE CONDITIONAL.

SECTION 3.05 DEPOSIT OF REDEMPTION PRICE

ON OR PRIOR TO THE REDEMPTION DATE, THE COMPANY SHALL DEPOSIT WITH THE TRUSTEE OR WITH THE PAYING AGENT MONEY SUFFICIENT TO PAY THE REDEMPTION PRICE OF AND ACCRUED INTEREST ON ALL NOTES TO BE REDEEMED ON THAT DATE (OTHER THAN NOTES OR PORTIONS OF NOTES CALLED FOR REDEMPTION WHICH ARE OWNED BY THE COMPANY OR A SUBSIDIARY AND HAVE BEEN DELIVERED BY THE COMPANY OR SUCH SUBSIDIARY TO THE TRUSTEE FOR CANCELLATION). THE TRUSTEE OR THE PAYING AGENT SHALL PROMPTLY RETURN TO THE COMPANY ANY MONEY DEPOSITED WITH THE TRUSTEE OR THE PAYING AGENT BY THE COMPANY IN EXCESS OF THE AMOUNTS NECESSARY TO PAY THE REDEMPTION PRICE OF, AND ACCRUED INTEREST ON, ALL NOTES TO BE REDEEMED.

IF THE COMPANY COMPLIES WITH THE PROVISIONS OF THE PRECEDING PARAGRAPH, ON AND AFTER THE REDEMPTION DATE, INTEREST SHALL CEASE TO ACCRUE ON THE NOTES OR THE PORTIONS OF NOTES CALLED FOR REDEMPTION. IF A NOTE IS REDEEMED ON OR AFTER AN INTEREST RECORD DATE BUT ON OR PRIOR TO THE RELATED INTEREST PAYMENT DATE, THEN ANY ACCRUED AND UNPAID INTEREST SHALL BE PAID TO THE

PERSON IN WHOSE NAME SUCH NOTE WAS REGISTERED AT THE CLOSE OF BUSINESS ON SUCH RECORD DATE. IF ANY NOTE CALLED FOR REDEMPTION SHALL NOT BE SO PAID UPON SURRENDER FOR REDEMPTION BECAUSE OF THE FAILURE OF THE COMPANY TO COMPLY WITH THE PRECEDING PARAGRAPH, INTEREST SHALL BE PAID ON THE UNPAID PRINCIPAL, FROM THE REDEMPTION DATE UNTIL SUCH PRINCIPAL IS PAID, AND TO THE EXTENT LAWFUL ON ANY INTEREST NOT PAID ON SUCH UNPAID PRINCIPAL, IN EACH CASE AT THE RATE PROVIDED IN THE NOTES AND IN SECTION 4.01 HEREOF.

SECTION 3.06 NOTES REDEEMED IN PART.

UPON SURRENDER OF A NOTE THAT IS REDEEMED IN PART, THE COMPANY SHALL ISSUE AND, UPON RECEIPT OF AN AUTHENTICATION ORDER, THE TRUSTEE SHALL AUTHENTICATE FOR THE HOLDER, AT THE EXPENSE OF THE COMPANY, A NEW NOTE EQUAL IN PRINCIPAL AMOUNT TO THE UNREDEEMED PORTION OF THE NOTE SURRENDERED.

SECTION 3.07 OPTIONAL REDEMPTION.

(A) EXCEPT AS SET FORTH IN CLAUSE (B) OF THIS SECTION 3.07, THE NOTES SHALL NOT BE REDEEMABLE AT THE COMPANY'S OPTION PRIOR TO FEBRUARY 1, 2003. THEREAFTER, THE NOTES SHALL BE SUBJECT TO REDEMPTION AT ANY TIME AT THE OPTION OF THE COMPANY, IN WHOLE OR IN PART, UPON NOT LESS THAN 30 NOR MORE THAN 60 DAYS' NOTICE, AT THE REDEMPTION PRICES (EXPRESSED AS PERCENTAGES OF PRINCIPAL AMOUNT) SET FORTH BELOW, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO THE APPLICABLE REDEMPTION DATE, IF REDEEMED DURING THE TWELVE-MONTH PERIOD BEGINNING ON FEBRUARY 1 OF THE YEARS INDICATED BELOW:

YEAR	PERCENTAGE
2003	103.875%
2004	102.583%
2005	101.292%
2006 AND THEREAFTER	100.000%

(B) NOTWITHSTANDING THE PROVISIONS OF CLAUSE (A) OF THIS SECTION 3.07, PRIOR TO FEBRUARY 1, 2001, THE COMPANY MAY REDEEM UP TO ONE-THIRD OF THE AGGREGATE PRINCIPAL AMOUNT OF NOTES AT REDEMPTION PRICE OF 107.750% OF THE PRINCIPAL AMOUNT THEREOF, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO THE REDEMPTION DATE, WITH THE NET CASH PROCEEDS OF ONE OR MORE OFFERINGS OF EQUITY INTERESTS (OTHER THAN DISQUALIFIED STOCK) OF THE COMPANY; PROVIDED THAT (I) AT LEAST $133.3 MILLION IN PRINCIPAL AMOUNT OF THE NOTES REMAIN OUTSTANDING IMMEDIATELY AFTER THE OCCURRENCE OF EACH SUCH REDEMPTION AND (II) SUCH REDEMPTION SHALL OCCUR WITHIN 90 DAYS OF THE DATE OF THE CONSUMMATION OF SUCH OFFERING.

(C) ANY REDEMPTION PURSUANT TO THIS SECTION 3.07 SHALL BE MADE PURSUANT TO THE PROVISIONS OF SECTION 3.01 THROUGH 3.06 HEREOF.

SECTION 3.08 MANDATORY REDEMPTION.

EXCEPT AS SET FORTH IN SECTIONS 4.10 AND 4.14 HEREOF, THE COMPANY SHALL NOT BE REQUIRED TO MAKE MANDATORY REDEMPTION OR SINKING FUND PAYMENTS WITH RESPECT TO THE NOTES.

SECTION 3.09 OFFER TO PURCHASE BY APPLICATION OF EXCESS PROCEEDS.

IN THE EVENT THAT, PURSUANT TO SECTION 4.10 HEREOF, THE COMPANY SHALL BE REQUIRED TO COMMENCE AN ASSET SALE OFFER, IT SHALL FOLLOW THE PROCEDURES SPECIFIED BELOW.

THE ASSET SALE OFFER SHALL REMAIN OPEN FOR A PERIOD OF 20 BUSINESS DAYS FOLLOWING ITS COMMENCEMENT AND NO LONGER, EXCEPT TO THE EXTENT THAT A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW (THE "OFFER PERIOD"). NO LATER THAN FIVE BUSINESS DAYS AFTER THE TERMINATION OF THE OFFER PERIOD (THE "PURCHASE DATE"), THE COMPANY SHALL PURCHASE THE PRINCIPAL AMOUNT OF NOTES REQUIRED TO BE PURCHASED PURSUANT TO SECTION 4.10 HEREOF (THE "OFFER AMOUNT") OR, IF LESS THAN THE OFFER AMOUNT HAS BEEN TENDERED, ALL NOTES TENDERED IN RESPONSE TO THE ASSET SALE OFFER. PAYMENT FOR ANY NOTES SO PURCHASED SHALL BE MADE IN THE SAME MANNER AS INTEREST PAYMENTS ARE MADE.

IF THE PURCHASE DATE IS ON OR AFTER AN INTEREST RECORD DATE AND ON OR BEFORE THE RELATED INTEREST PAYMENT DATE, ANY ACCRUED AND UNPAID INTEREST SHALL BE PAID TO THE PERSON IN WHOSE NAME A NOTE IS REGISTERED AT THE CLOSE OF BUSINESS ON SUCH RECORD DATE, AND NO ADDITIONAL INTEREST SHALL BE PAYABLE TO HOLDERS WHO TENDER NOTES PURSUANT TO THE ASSET SALE OFFER.

UPON THE COMMENCEMENT OF AN ASSET SALE OFFER, THE COMPANY SHALL SEND, BY FIRST CLASS MAIL, A NOTICE TO THE TRUSTEE AND EACH OF THE HOLDERS, WITH A COPY TO THE TRUSTEE. THE NOTICE SHALL CONTAIN ALL INSTRUCTIONS AND MATERIALS NECESSARY TO ENABLE SUCH HOLDERS TO TENDER NOTES PURSUANT TO THE ASSET SALE OFFER. THE ASSET SALE OFFER SHALL BE MADE TO ALL HOLDERS. THE NOTICE, WHICH SHALL GOVERN THE TERMS OF THE ASSET SALE OFFER, SHALL STATE:

(a) THAT THE ASSET SALE OFFER IS BEING MADE PURSUANT TO THIS SECTION 3.09 AND SECTION 4.10 HEREOF AND THE LENGTH OF TIME THE ASSET SALE OFFER SHALL REMAIN OPEN;

(b) THE OFFER AMOUNT, THE PURCHASE PRICE AND THE PURCHASE DATE;

(c) THAT ANY NOTE NOT TENDERED OR ACCEPTED FOR PAYMENT SHALL CONTINUE TO ACCRUE INTEREST;

(d) THAT, UNLESS THE COMPANY DEFAULTS IN MAKING SUCH PAYMENT, ANY NOTE ACCEPTED FOR PAYMENT PURSUANT TO THE ASSET SALE OFFER SHALL CEASE TO ACCRUE INTEREST AFTER THE PURCHASE DATE;

(e) THAT HOLDERS ELECTING TO HAVE A NOTE PURCHASED PURSUANT TO AN ASSET SALE OFFER MAY ONLY ELECT TO HAVE ALL OF SUCH NOTE PURCHASED AND MAY NOT ELECT TO HAVE ONLY A PORTION OF SUCH NOTE PURCHASED;

(f) THAT HOLDERS ELECTING TO HAVE A NOTE PURCHASED PURSUANT TO ANY ASSET SALE OFFER SHALL BE REQUIRED TO SURRENDER THE NOTE, WITH THE FORM ENTITLED "OPTION OF HOLDER TO ELECT PURCHASE" ON THE REVERSE OF THE NOTE COMPLETED, OR TRANSFER BY BOOK-ENTRY TRANSFER, TO THE COMPANY, A DEPOSITARY, IF APPOINTED BY THE COMPANY, OR A PAYING AGENT AT THE ADDRESS SPECIFIED IN THE NOTICE AT LEAST THREE DAYS BEFORE THE PURCHASE DATE;

(g) THAT HOLDERS SHALL BE ENTITLED TO WITHDRAW THEIR ELECTION IF THE COMPANY, THE DEPOSITARY OR THE PAYING AGENT, AS THE CASE MAY BE, RECEIVES, NOT LATER THAN THE EXPIRATION OF THE OFFER PERIOD, A TELEGRAM, TELEX, FACSIMILE TRANSMISSION OR LETTER SETTING FORTH THE NAME OF THE HOLDER, THE PRINCIPAL AMOUNT OF THE NOTE THE HOLDER DELIVERED FOR PURCHASE AND A STATEMENT THAT SUCH HOLDER IS WITHDRAWING HIS ELECTION TO HAVE SUCH NOTE PURCHASED;

(h) THAT, IF THE AGGREGATE PRINCIPAL AMOUNT OF NOTES SURRENDERED BY HOLDERS EXCEEDS THE OFFER AMOUNT, THE TRUSTEE SHALL SELECT THE NOTES TO BE PURCHASED ON A PRO RATA BASIS (WITH SUCH ADJUSTMENTS AS MAY BE DEEMED APPROPRIATE BY THE COMPANY SO THAT ONLY NOTES IN DENOMINATIONS OF $1,000, OR INTEGRAL MULTIPLES THEREOF, SHALL BE PURCHASED); AND

(i) THAT HOLDERS WHOSE NOTES WERE PURCHASED ONLY IN PART SHALL BE ISSUED NEW NOTES EQUAL IN PRINCIPAL AMOUNT TO THE UNPURCHASED PORTION OF THE NOTES SURRENDERED (OR TRANSFERRED BY BOOK-ENTRY TRANSFER).

ON OR BEFORE THE PURCHASE DATE, THE COMPANY SHALL, TO THE EXTENT LAWFUL, ACCEPT FOR PAYMENT, ON A PRO RATA BASIS TO THE EXTENT NECESSARY, THE OFFER AMOUNT OF NOTES OR PORTIONS THEREOF TENDERED PURSUANT TO THE ASSET SALE OFFER, OR IF LESS THAN THE OFFER AMOUNT HAS BEEN TENDERED, ALL NOTES TENDERED, AND SHALL DELIVER TO THE TRUSTEE AN OFFICERS' CERTIFICATE STATING THAT SUCH NOTES OR PORTIONS THEREOF WERE ACCEPTED FOR PAYMENT BY THE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 3.09. THE COMPANY, THE DEPOSITARY OR THE PAYING AGENT, AS THE CASE MAY BE, SHALL PROMPTLY (BUT IN ANY CASE NOT LATER THAN FIVE DAYS AFTER THE PURCHASE DATE) MAIL OR DELIVER TO EACH TENDERING HOLDER AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE NOTES TENDERED BY SUCH HOLDER AND ACCEPTED BY THE COMPANY FOR PURCHASE, AND THE COMPANY SHALL PROMPTLY ISSUE A NEW NOTE, AND THE TRUSTEE, UPON WRITTEN REQUEST FROM THE COMPANY, SHALL AUTHENTICATE AND MAIL OR DELIVER SUCH NEW NOTE TO SUCH HOLDER, IN A PRINCIPAL AMOUNT EQUAL TO ANY UNPURCHASED PORTION OF THE NOTE SURRENDERED. ANY NOTE NOT SO ACCEPTED SHALL BE PROMPTLY MAILED OR DELIVERED BY THE COMPANY TO THE HOLDER THEREOF. THE COMPANY SHALL PUBLICLY ANNOUNCE THE RESULTS OF THE ASSET SALE OFFER ON THE PURCHASE DATE.

OTHER THAN AS SPECIFICALLY PROVIDED IN THIS SECTION 3.09, ANY PURCHASE PURSUANT TO THIS SECTION 3.09 SHALL BE MADE PURSUANT TO THE PROVISIONS OF SECTIONS 3.01 THROUGH 3.06 HEREOF.

ARTICLE 4.

COVENANTS

SECTION 4.01 PAYMENT OF NOTES.

THE COMPANY SHALL PAY OR CAUSE TO BE PAID THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES ON THE DATES AND IN THE MANNER PROVIDED IN THE NOTES. PRINCIPAL, PREMIUM, IF ANY, AND INTEREST SHALL BE CONSIDERED PAID ON THE DATE DUE IF THE PAYING AGENT, IF OTHER THAN THE COMPANY OR A SUBSIDIARY THEREOF, HOLDS AS OF 10:00 A.M. EASTERN TIME ON THE DUE DATE MONEY DEPOSITED BY THE COMPANY IN IMMEDIATELY AVAILABLE FUNDS AND DESIGNATED FOR AND SUFFICIENT TO PAY ALL PRINCIPAL, PREMIUM, IF ANY, AND INTEREST THEN DUE. THE COMPANY SHALL PAY ALL LIQUIDATED DAMAGES, IF ANY, IN THE SAME MANNER ON THE DATES AND IN THE AMOUNTS SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT.

THE COMPANY SHALL PAY INTEREST (INCLUDING POST-PETITION INTEREST IN ANY PROCEEDING UNDER ANY BANKRUPTCY LAW) ON OVERDUE PRINCIPAL AT THE RATE OF THE THEN APPLICABLE INTEREST RATE ON THE NOTES

TO THE EXTENT LAWFUL; IT SHALL PAY INTEREST (INCLUDING POST-PETITION INTEREST IN ANY PROCEEDING UNDER ANY BANKRUPTCY LAW) ON OVERDUE INSTALLMENTS OF INTEREST AND LIQUIDATED DAMAGES (WITHOUT REGARD TO ANY APPLICABLE GRACE PERIOD) AT THE SAME RATE TO THE EXTENT LAWFUL.

SECTION 4.02 MAINTENANCE OF OFFICE OR AGENCY.

THE COMPANY SHALL MAINTAIN IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK, AN OFFICE OR AGENCY (WHICH MAY BE AN OFFICE OF THE TRUSTEE OR AN AFFILIATE OF THE TRUSTEE, REGISTRAR OR CO-REGISTRAR) WHERE NOTES MAY BE SURRENDERED FOR REGISTRATION OF TRANSFER OR FOR EXCHANGE AND WHERE NOTICES AND DEMANDS TO OR UPON THE COMPANY IN RESPECT OF THE NOTES AND THIS INDENTURE MAY BE SERVED. THE COMPANY SHALL GIVE PROMPT WRITTEN NOTICE TO THE TRUSTEE OF THE LOCATION, AND ANY CHANGE IN THE LOCATION, OF SUCH OFFICE OR AGENCY. IF AT ANY TIME THE COMPANY SHALL FAIL TO MAINTAIN ANY SUCH REQUIRED OFFICE OR AGENCY OR THE COMPANY SHALL FAIL TO FURNISH THE TRUSTEE WITH THE ADDRESS THEREOF, SUCH PRESENTATIONS, SURRENDERS, NOTICES AND DEMANDS MAY BE MADE OR SERVED AT THE CORPORATE TRUST OFFICE OF THE TRUSTEE.

THE COMPANY MAY ALSO FROM TIME TO TIME DESIGNATE ONE OR MORE OTHER OFFICES OR AGENCIES WHERE THE NOTES MAY BE PRESENTED OR SURRENDERED FOR ANY OR ALL SUCH PURPOSES AND MAY FROM TIME TO TIME RESCIND SUCH DESIGNATIONS; PROVIDED, HOWEVER, THAT NO SUCH DESIGNATION OR RESCISSION SHALL IN ANY MANNER RELIEVE THE COMPANY OF ITS OBLIGATION TO MAINTAIN AN OFFICE OR AGENCY IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK FOR SUCH PURPOSES. THE COMPANY SHALL GIVE PROMPT WRITTEN NOTICE TO THE TRUSTEE OF ANY SUCH DESIGNATION OR RESCISSION AND OF ANY CHANGE IN THE LOCATION OF ANY SUCH OTHER OFFICE OR AGENCY.

THE COMPANY HEREBY DESIGNATES THE CORPORATE TRUST OFFICE OF THE TRUSTEE AS ONE SUCH OFFICE OR AGENCY OF THE COMPANY IN ACCORDANCE WITH SECTION 2.03.

SECTION 4.03 REPORTS.

(a) WHETHER OR NOT REQUIRED BY THE RULES AND REGULATIONS OF THE SEC, SO LONG AS ANY NOTES ARE OUTSTANDING, THE COMPANY SHALL FURNISH TO THE HOLDERS OF NOTES (I) ALL QUARTERLY AND ANNUAL FINANCIAL INFORMATION THAT WOULD BE REQUIRED TO BE CONTAINED IN A FILING WITH THE SEC ON FORMS 10-Q AND 10-K IF THE COMPANY WERE REQUIRED TO FILE SUCH FORMS, INCLUDING A "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS" THAT DESCRIBES THE FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES AND, WITH RESPECT TO THE ANNUAL INFORMATION ONLY, A REPORT THEREON BY THE COMPANY'S CERTIFIED INDEPENDENT ACCOUNTANTS AND (II) ALL CURRENT REPORTS THAT WOULD BE REQUIRED TO BE FILED WITH THE SEC ON FORM 8-K IF THE COMPANY WERE REQUIRED TO FILE SUCH REPORTS. TO THE EXTENT THERE IS A MATERIAL DIFFERENCE BETWEEN THE CONSOLIDATED FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF (I) THE COMPANY AND (II) THE COMPANY AND ITS RESTRICTED SUBSIDIARIES SEPARATE FROM THE FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF THE UNRESTRICTED SUBSIDIARIES OF THE COMPANY, THE COMPANY SHALL ALSO INCLUDE, EITHER ON THE FACE OF THE FINANCIAL STATEMENTS OR IN A FOOTNOTE THERETO, THE CONSOLIDATED CASH FLOW AND FIXED CHARGE COVERAGE RATIO OF THE COMPANY AND ITS RESTRICTED SUBSIDIARIES. IN ADDITION, WHETHER OR NOT REQUIRED BY THE RULES AND REGULATIONS OF THE SEC, THE COMPANY SHALL FILE A COPY OF ALL SUCH INFORMATION AND REPORTS WITH THE SEC FOR PUBLIC AVAILABILITY (UNLESS THE SEC WILL NOT ACCEPT SUCH A FILING) AND MAKE SUCH INFORMATION AVAILABLE TO SECURITIES ANALYSTS AND PROSPECTIVE INVESTORS UPON REQUEST. THE COMPANY SHALL AT ALL TIMES COMPLY WITH TIA SS. 314(A). NOTWITHSATNDING ANYTHING TO THE CONTRARY HEREIN, THE TRUSTEE SHALL HAVE NO DUTY TO REVIEW SUCH DOCUMENTS FOR PURPOSES OF DETERMINING COMPLIANCE WITH ANY PROVISIONS OF THIS INDENTURE.

(b) FOR SO LONG AS ANY NOTES REMAIN OUTSTANDING, THE COMPANY AND ITS RESTRICTED SUBSIDIARIES SHALL FURNISH TO THE HOLDERS AND TO SECURITIES ANALYSTS AND PROSPECTIVE INVESTORS, UPON THEIR REQUEST, THE INFORMATION REQUIRED TO BE DELIVERED PURSUANT TO RULE 144A(D)(4) UNDER THE SECURITIES ACT.

SECTION 4.04 COMPLIANCE CERTIFICATE.

(a) THE COMPANY SHALL DELIVER TO THE TRUSTEE, WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR, AN OFFICERS' CERTIFICATE STATING THAT A REVIEW OF THE ACTIVITIES OF THE COMPANY AND ITS SUBSIDIARIES DURING THE PRECEDING FISCAL YEAR HAS BEEN MADE UNDER THE SUPERVISION OF THE SIGNING OFFICERS WITH A VIEW TO DETERMINING WHETHER THE COMPANY HAS KEPT, OBSERVED, PERFORMED AND FULFILLED ITS OBLIGATIONS UNDER THIS INDENTURE AND FURTHER STATING, AS TO EACH SUCH OFFICER SIGNING SUCH CERTIFICATE, THAT TO THE BEST OF HIS OR HER KNOWLEDGE THE COMPANY HAS KEPT, OBSERVED, PERFORMED AND FULFILLED EACH AND EVERY COVENANT CONTAINED IN THIS INDENTURE AND IS NOT IN DEFAULT IN THE PERFORMANCE OR OBSERVANCE OF ANY OF THE TERMS, PROVISIONS AND CONDITIONS OF THIS INDENTURE (OR, IF A DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED, DESCRIBING ALL SUCH DEFAULTS OR EVENTS OF DEFAULT OF WHICH HE OR SHE MAY HAVE KNOWLEDGE AND WHAT ACTION THE COMPANY IS TAKING OR PROPOSES TO TAKE WITH RESPECT THERETO) AND THAT TO THE BEST OF HIS OR HER KNOWLEDGE, NO EVENT HAS OCCURRED AND REMAINS IN EXISTENCE BY REASON OF WHICH PAYMENTS ON ACCOUNT OF THE PRINCIPAL OF OR INTEREST, IF ANY, ON THE NOTES IS PROHIBITED OR IF SUCH EVENT HAS OCCURRED, A DESCRIPTION OF THE EVENT AND WHAT ACTION THE COMPANY IS TAKING OR PROPOSES TO TAKE WITH RESPECT THERETO.

(b) THE COMPANY SHALL, SO LONG AS ANY OF THE NOTES ARE OUTSTANDING, DELIVER TO THE TRUSTEE, WITHIN THIRTY DAYS AFTER ANY OFFICER BECOMING AWARE OF ANY DEFAULT OR EVENT OF DEFAULT, AN OFFICERS' CERTIFICATE SPECIFYING SUCH DEFAULT OR EVENT OF DEFAULT AND WHAT ACTION THE COMPANY IS TAKING OR PROPOSES TO TAKE WITH RESPECT THERETO.

SECTION 4.05 TAXES.

THE COMPANY SHALL PAY, AND SHALL CAUSE EACH OF ITS SUBSIDIARIES TO PAY, PRIOR TO DELINQUENCY, ALL MATERIAL TAXES, ASSESSMENTS, AND GOVERNMENTAL LEVIES EXCEPT SUCH AS ARE CONTESTED IN GOOD FAITH AND BY APPROPRIATE PROCEEDINGS OR WHERE THE FAILURE TO EFFECT SUCH PAYMENT IS NOT ADVERSE IN ANY MATERIAL RESPECT TO THE HOLDERS OF THE NOTES.

SECTION 4.06 STAY, EXTENSION AND USURY LAWS.

THE COMPANY COVENANTS (TO THE EXTENT THAT IT MAY LAWFULLY DO SO) THAT IT SHALL NOT AT ANY TIME INSIST UPON, PLEAD, OR IN ANY MANNER WHATSOEVER CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF, ANY STAY, EXTENSION OR USURY LAW WHEREVER ENACTED, NOW OR AT ANY TIME HEREAFTER IN FORCE, THAT MAY AFFECT THE COVENANTS OR THE PERFORMANCE OF THIS INDENTURE; AND THE COMPANY (TO THE EXTENT THAT IT MAY LAWFULLY DO SO) HEREBY EXPRESSLY WAIVES ALL BENEFIT OR ADVANTAGE OF ANY SUCH LAW, AND COVENANTS THAT IT SHALL NOT, BY RESORT TO ANY SUCH LAW, HINDER, DELAY OR IMPEDE THE EXECUTION OF ANY POWER HEREIN GRANTED TO THE TRUSTEE, BUT SHALL SUFFER AND PERMIT THE EXECUTION OF EVERY SUCH POWER AS THOUGH NO SUCH LAW HAS BEEN ENACTED.

SECTION 4.07 RESTRICTED PAYMENTS.

THE COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO, DIRECTLY OR INDIRECTLY: (I) DECLARE OR PAY ANY DIVIDEND OR MAKE ANY OTHER PAYMENT OR DISTRIBUTION ON ACCOUNT OF THE COMPANY'S OR ANY OF ITS RESTRICTED SUBSIDIARIES' EQUITY INTERESTS (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT IN CONNECTION WITH ANY MERGER OR CONSOLIDATION INVOLVING THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES) OR TO ANY DIRECT OR INDIRECT HOLDERS OF THE COMPANY'S OR ANY OF ITS RESTRICTED SUBSIDIARIES' EQUITY INTERESTS IN THEIR CAPACITY AS SUCH (OTHER THAN DIVIDENDS OR DISTRIBUTIONS (A) PAYABLE IN EQUITY INTERESTS (OTHER THAN DISQUALIFIED STOCK) OF THE COMPANY, (B) TO THE COMPANY OR ANY WHOLLY OWNED RESTRICTED SUBSIDIARY OF THE COMPANY, (C) PAID BY A RESTRICTED SUBSIDIARY OF THE COMPANY PRO RATA TO THE HOLDERS OF ITS CAPITAL STOCK OR (D) PAYABLE IN EQUITY INTERESTS OF SUPERCANAL OR CONECEL); (II) PURCHASE, REDEEM OR OTHERWISE ACQUIRE OR RETIRE FOR VALUE (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY MERGER OR CONSOLIDATION INVOLVING THE COMPANY) ANY EQUITY INTERESTS OF THE COMPANY, ANY OF ITS SUBSIDIARIES OR ANY DIRECT OR INDIRECT PARENT OF THE COMPANY (OTHER THAN ANY SUCH EQUITY INTERESTS OWNED BY THE COMPANY OR ANY WHOLLY OWNED RESTRICTED SUBSIDIARY OF THE COMPANY); (III) MAKE ANY PAYMENT ON OR WITH RESPECT TO, OR PURCHASE, REDEEM, DEFEASE OR OTHERWISE ACQUIRE OR RETIRE FOR VALUE ANY INDEBTEDNESS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY THAT IS SUBORDINATED TO THE NOTES, EXCEPT A PAYMENT OF INTEREST, A PAYMENT OF PRINCIPAL AT STATED MATURITY OR A SCHEDULED REPAYMENT OR SCHEDULED SINKING FUND PAYMENT; OR (IV) MAKE ANY RESTRICTED INVESTMENT (ALL SUCH PAYMENTS AND OTHER ACTIONS SET FORTH IN CLAUSES (I) THROUGH (IV) OF THIS SECTION 407 BEING COLLECTIVELY REFERRED TO AS "RESTRICTED PAYMENTS"), UNLESS, AT THE TIME OF AND AFTER GIVING EFFECT TO SUCH RESTRICTED PAYMENT:

(a) NO DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING OR WOULD OCCUR AS A CONSEQUENCE THEREOF; AND

(b) THE COMPANY WOULD, AT THE TIME OF SUCH RESTRICTED PAYMENT AND AFTER GIVING PRO FORMA EFFECT THERETO AS IF SUCH RESTRICTED PAYMENT HAS BEEN MADE AT THE BEGINNING OF THE APPLICABLE FOUR-QUARTER PERIOD, HAVE BEEN PERMITTED TO INCUR AT LEAST $1.00 OF ADDITIONAL INDEBTEDNESS PURSUANT TO THE FIXED CHARGE COVERAGE RATIO TEST SET FORTH IN THE FIRST PARAGRAPH OF SECTION 4.09 HEREOF; AND

(c) SUCH RESTRICTED PAYMENT, TOGETHER WITH THE AGGREGATE AMOUNT OF ALL OTHER RESTRICTED PAYMENTS MADE BY THE COMPANY AND ITS RESTRICTED SUBSIDIARIES AFTER THE CLOSING DATE (EXCLUDING RESTRICTED PAYMENTS PERMITTED BY CLAUSE (II) THROUGH (VI) OF THE NEXT SUCCEEDING PARAGRAPH), IS LESS THAN THE SUM, WITHOUT DUPLICATION, OF (I) 50% OF THE CUMULATIVE CONSOLIDATED NET INCOME OF THE COMPANY FOR THE PERIOD (TAKEN AS ONE ACCOUNTING PERIOD) FROM THE BEGINNING OF THE FIRST FISCAL QUARTER COMMENCING AFTER THE CLOSING DATE TO THE END OF THE COMPANY'S MOST RECENTLY ENDED FISCAL QUARTER FOR WHICH INTERNAL FINANCIAL STATEMENTS ARE AVAILABLE AT THE TIME OF SUCH RESTRICTED PAYMENT (OR, IF SUCH CONSOLIDATED NET INCOME FOR SUCH PERIOD IS A DEFICIT, LESS 100% OF SUCH DEFICIT), PLUS (II) 100% OF THE AGGREGATE NET CASH PROCEEDS RECEIVED BY THE COMPANY FROM THE ISSUE OR SALE SINCE THE CLOSING DATE OF EQUITY INTERESTS OF THE COMPANY (OTHER THAN EQUITY INTERESTS SOLD TO A SUBSIDIARY OF THE COMPANY AND OTHER THAN DISQUALIFIED STOCK), PLUS (III) 50% OF ANY DIVIDENDS RECEIVED BY THE COMPANY OR A WHOLLY OWNED RESTRICTED SUBSIDIARY OF THE COMPANY AFTER THE CLOSING DATE FROM AN UNRESTRICTED SUBSIDIARY OF THE COMPANY, TO THE EXTENT THAT SUCH DIVIDENDS THAT WERE NOT OTHERWISE INCLUDED IN CONSOLIDATED NET INCOME OF THE COMPANY FOR SUCH PERIOD, PLUS (IV) $50.0 MILLION, PLUS (V) THE AMOUNT BY WHICH INDEBTEDNESS OF THE COMPANY IS REDUCED ON THE COMPANY'S BALANCE SHEET UPON THE CONVERSION OR EXCHANGE (OTHER THAN BY A RESTRICTED SUBSIDIARY) SUBSEQUENT TO THE CLOSING DATE OF ANY INDEBTEDNESS OF THE COMPANY CONVERTIBLE OR EXCHANGEABLE FOR CAPITAL STOCK (OTHER THAN DISQUALIFIED STOCK) OF THE COMPANY (LESS THE AMOUNT OF ANY CASH OR OTHER PROPERTY DISTRIBUTED BY THE COMPANY UPON SUCH CONVERSION OR EXCHANGE), PLUS (VI) AN AMOUNT EQUAL TO THE SUM OF THE NET REDUCTION IN

INVESTMENTS IN UNRESTRICTED SUBSIDIARIES RESULTING FROM (A) DIVIDENDS, REPAYMENTS OF THE PRINCIPAL OF LOANS OR ADVANCES OR OTHER TRANSFERS OF ASSETS TO THE COMPANY OR ANY RESTRICTED SUBSIDIARY FROM UNRESTRICTED SUBSIDIARIES OR (B) THE SALE OR LIQUIDATION OF ANY UNRESTRICTED SUBSIDIARIES, PLUS (VII) TO THE EXTENT THAT ANY UNRESTRICTED SUBSIDIARY OF THE COMPANY IS DESIGNATED TO BE A RESTRICTED SUBSIDIARY, THE SUM OF (A) THE LESSER OF (1) 100% OF THE COMPANY'S INVESTMENT IN SUCH SUBSIDIARY, AS SHOWN ON THE COMPANY'S MOST RECENT BALANCE SHEET, AND (2) THE FAIR MARKET VALUE OF THE COMPANY'S INVESTMENT IN SUCH SUBSIDIARY, PLUS (B) 50% OF THE AMOUNT, IF ANY, BY WHICH THE FAIR MARKET VALUE OF THE COMPANY'S INVESTMENT IN SUCH SUBSIDIARY EXCEEDS THE AMOUNT DETERMINED IN THE PRECEDING CLAUSE (A).

THE FOREGOING PROVISIONS SHALL NOT PROHIBIT (I) THE PAYMENT OF ANY DIVIDEND WITHIN 60 DAYS AFTER THE DATE OF DECLARATION THEREOF, IF AT THE DATE OF DECLARATION SUCH PAYMENT WOULD HAVE COMPLIED WITH THE PROVISIONS OF THIS INDENTURE; (II) THE REDEMPTION, REPURCHASE, RETIREMENT, DEFEASANCE OR OTHER ACQUISITION OF ANY SUBORDINATED INDEBTEDNESS OR EQUITY INTERESTS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY IN EXCHANGE FOR, OR OUT OF THE NET CASH PROCEEDS OF THE SUBSTANTIALLY CONCURRENT SALE (OTHER THAN TO A SUBSIDIARY OF THE COMPANY) OF, OTHER EQUITY INTERESTS OF THE COMPANY (OTHER THAN ANY DISQUALIFIED STOCK); PROVIDED THAT THE AMOUNT OF ANY SUCH NET CASH PROCEEDS THAT ARE UTILIZED FOR ANY SUCH REDEMPTION, REPURCHASE, RETIREMENT, DEFEASANCE OR OTHER ACQUISITION SHALL BE EXCLUDED FROM CLAUSE (C)(II) OF THE PRECEDING PARAGRAPH; (III) THE DEFEASANCE, REDEMPTION, REPURCHASE OR OTHER ACQUISITION OF SUBORDINATED INDEBTEDNESS WITH THE NET CASH PROCEEDS FROM AN INCURRENCE OF PERMITTED REFINANCING INDEBTEDNESS; (IV) THE REPURCHASE, REDEMPTION OR OTHER ACQUISITION OR RETIREMENT FOR VALUE OF ANY EQUITY INTERESTS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE COMPANY HELD BY EMPLOYEES, FORMER EMPLOYEES, DIRECTORS OR FORMER DIRECTORS OF THE COMPANY (OR ANY OF ITS SUBSIDIARIES) PURSUANT TO ANY AGREEMENT OR PLAN APPROVED BY THE COMPANY'S BOARD OF DIRECTORS; PROVIDED THAT THE AGGREGATE PRICE PAID FOR ALL SUCH REPURCHASED, REDEEMED ACQUIRED OR RETIRED EQUITY INTERESTS SHALL NOT EXCEED $1.0 MILLION IN ANY TWELVE-MONTH PERIOD AND NO DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING IMMEDIATELY AFTER SUCH TRANSACTION; (V) THE PURCHASE, REPURCHASE OR ACQUISITION OF CAPITAL STOCK OF THE COMPANY, IN AN AMOUNT NOT TO EXCEED $5.0 MILLION, FOR DISTRIBUTION, CONTRIBUTION OR PAYMENT TO, OR FOR THE BENEFIT OF, ANY EMPLOYEE BENEFIT PLAN OF THE COMPANY OR ANY OF ITS SUBSIDIARIES OR ANY TRUST ESTABLISHED BY THE COMPANY OR ANY OF ITS SUBSIDIARIES FOR THE BENEFIT OF ITS EMPLOYEES; AND (VI) ANY RESTRICTED PAYMENT UTILIZING CASH OR OTHER CONSIDERATION RECEIVED BY THE COMPANY BY VIRTUE OF ITS INVESTMENT IN SUPERCANAL OR CONECEL; PROVIDED THAT CLAUSES (A) AND (B) OF THE PRECEDING PARAGRAPH ARE SATISFIED AT THE TIME OF SUCH PAYMENT.

THE AMOUNT OF ALL RESTRICTED PAYMENTS (OTHER THAN CASH) SHALL BE THE FAIR MARKET VALUE ON THE DATE OF THE RESTRICTED PAYMENT OF THE ASSET(S) OR SECURITIES PROPOSED TO BE TRANSFERRED OR ISSUED BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY, AS THE CASE MAY BE, PURSUANT TO THE RESTRICTED PAYMENT. THE FAIR MARKET VALUE OF ANY NON-CASH RESTRICTED PAYMENT SHALL BE DETERMINED IN GOOD FAITH BY THE BOARD OF DIRECTORS WHOSE RESOLUTION WITH RESPECT THERETO SHALL BE DELIVERED TO THE TRUSTEE. NOT LATER THAN THE DATE OF MAKING ANY RESTRICTED PAYMENT, THE COMPANY SHALL DELIVER TO THE TRUSTEE AN OFFICERS' CERTIFICATE STATING THAT SUCH RESTRICTED PAYMENT IS PERMITTED AND SETTING FORTH THE BASIS UPON WHICH THE CALCULATIONS REQUIRED BY THIS SECTION 4.07 WERE COMPUTED, WHICH CALCULATIONS MAY BE BASED UPON THE COMPANY'S LATEST AVAILABLE FINANCIAL STATEMENTS.

THE BOARD OF DIRECTORS MAY DESIGNATE ANY RESTRICTED SUBSIDIARY TO BE AN UNRESTRICTED SUBSIDIARY IF SUCH DESIGNATION WOULD NOT CAUSE A DEFAULT. FOR PURPOSES OF MAKING SUCH DETERMINATION, ALL OUTSTANDING INVESTMENTS BY THE COMPANY AND ITS RESTRICTED SUBSIDIARIES (EXCEPT TO THE EXTENT REPAID IN CASH) IN THE SUBSIDIARY SO DESIGNATED SHALL BE DEEMED TO BE RESTRICTED PAYMENTS AT THE TIME OF SUCH

DESIGNATION AND SHALL REDUCE THE AMOUNT AVAILABLE FOR RESTRICTED PAYMENTS UNDER THE FIRST PARAGRAPH OF THIS SECTION 4.07. ALL SUCH OUTSTANDING INVESTMENTS SHALL BE DEEMED TO CONSTITUTE INVESTMENTS IN AN AMOUNT EQUAL TO THE FAIR MARKET VALUE OF SUCH INVESTMENTS AT THE TIME OF SUCH DESIGNATION. SUCH DESIGNATION SHALL ONLY BE PERMITTED IF SUCH RESTRICTED PAYMENT WOULD BE PERMITTED AT SUCH TIME AND IF SUCH RESTRICTED SUBSIDIARY OTHERWISE MEETS THE DEFINITION OF AN UNRESTRICTED SUBSIDIARY.

ANY SUCH DESIGNATION BY THE BOARD OF DIRECTORS SHALL BE EVIDENCED TO THE TRUSTEE BY FILING WITH THE TRUSTEE A CERTIFIED COPY OF THE BOARD RESOLUTION GIVING EFFECT TO SUCH DESIGNATION AND AN OFFICERS' CERTIFICATE CERTIFYING THAT SUCH DESIGNATION COMPLIED WITH THE FOREGOING CONDITIONS. IF, AT ANY TIME, ANY UNRESTRICTED SUBSIDIARY WOULD FAIL TO MEET THE DEFINITION OF AN UNRESTRICTED SUBSIDIARY, IT SHALL THEREAFTER CEASE TO BE AN UNRESTRICTED SUBSIDIARY FOR PURPOSES OF THIS INDENTURE AND ANY INDEBTEDNESS OF SUCH SUBSIDIARY SHALL BE DEEMED TO BE INCURRED BY A RESTRICTED SUBSIDIARY OF THE COMPANY AS OF SUCH DATE (AND, IF SUCH INDEBTEDNESS IS NOT PERMITTED TO BE INCURRED AS OF SUCH DATE UNDER SECTION 4.09 HEREOF, THE COMPANY SHALL BE IN DEFAULT OF SUCH SECTION). THE BOARD OF DIRECTORS OF THE COMPANY MAY AT ANY TIME DESIGNATE ANY UNRESTRICTED SUBSIDIARY TO BE A RESTRICTED SUBSIDIARY; PROVIDED THAT SUCH DESIGNATION SHALL BE DEEMED TO BE AN INCURRENCE OF INDEBTEDNESS BY A RESTRICTED SUBSIDIARY OF THE COMPANY OF ANY OUTSTANDING INDEBTEDNESS OF SUCH UNRESTRICTED SUBSIDIARY AND SUCH DESIGNATION SHALL ONLY BE PERMITTED IF (I) SUCH INDEBTEDNESS IS PERMITTED UNDER SECTION 4.09 HEREOF, CALCULATED ON A PRO FORMA BASIS AS IF SUCH DESIGNATION HAD OCCURRED AT THE BEGINNING OF THE FOUR-QUARTER REFERENCE PERIOD, AND (II) NO DEFAULT OR EVENT OF DEFAULT WOULD BE IN EXISTENCE IMMEDIATELY FOLLOWING SUCH DESIGNATION.

SECTION 4.08 DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES.

THE COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO, DIRECTLY OR INDIRECTLY, CREATE OR OTHERWISE CAUSE OR SUFFER TO EXIST OR BECOME EFFECTIVE ANY CONSENSUAL ENCUMBRANCE OR RESTRICTION ON THE ABILITY OF ANY RESTRICTED SUBSIDIARY TO (A)(I) PAY DIVIDENDS OR MAKE ANY OTHER DISTRIBUTIONS TO THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES (A) ON ITS CAPITAL STOCK OR (B) WITH RESPECT TO ANY OTHER INTEREST OR PARTICIPATION IN, OR MEASURED BY, ITS PROFITS OR (II) PAY ANY INDEBTEDNESS OWED TO THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES, (B) MAKE LOANS OR ADVANCES TO THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES OR (C) TRANSFER ANY OF ITS PROPERTIES OR ASSETS TO THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES, EXCEPT, WITH RESPECT TO CLAUSES (A)-(C) ABOVE, FOR SUCH ENCUMBRANCES OR RESTRICTIONS EXISTING UNDER OR BY REASONS OF (I) EXISTING INDEBTEDNESS AS IN EFFECT ON THE CLOSING DATE, (II) THE CREDIT FACILITY AS IN EFFECT ON THE CLOSING DATE, AND ANY AMENDMENTS, MODIFICATIONS, RESTATEMENTS, RENEWALS, INCREASES, SUPPLEMENTS, REFUNDINGS, REPLACEMENTS OR REFINANCINGS THEREOF, PROVIDED THAT SUCH AMENDMENTS, MODIFICATIONS, RESTATEMENTS, RENEWALS, INCREASES, SUPPLEMENTS, REFUNDINGS, REPLACEMENTS OR REFINANCINGS ARE NO MORE RESTRICTIVE WITH RESPECT TO SUCH DIVIDEND AND OTHER PAYMENT RESTRICTIONS THAN THOSE CONTAINED IN THE CREDIT FACILITY AS IN EFFECT ON THE CLOSING DATE, (III) THIS INDENTURE AND THE NOTES, (IV) APPLICABLE LAW, (V) ANY INSTRUMENT GOVERNING INDEBTEDNESS OR CAPITAL STOCK OF A PERSON ACQUIRED BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES AS IN EFFECT AT THE TIME OF SUCH ACQUISITION (EXCEPT TO THE EXTENT SUCH INDEBTEDNESS WAS INCURRED IN CONNECTION WITH OR IN CONTEMPLATION OF SUCH ACQUISITION), (VI) BY REASON OF CUSTOMARY NON-ASSIGNMENT PROVISIONS OR OTHER RESTRICTIONS IN LEASES, LICENSES AND OTHER CONTRACTS ENTERED INTO IN THE ORDINARY COURSE OF BUSINESSES, (VII) PURCHASE MONEY OBLIGATIONS FOR PROPERTY ACQUIRED IN THE ORDINARY COURSE OF BUSINESS THAT IMPOSE RESTRICTIONS OF THE NATURE DESCRIBED IN CLAUSE (C) ABOVE ON THE PROPERTY SO ACQUIRED, (VIII) PERMITTED REFINANCING INDEBTEDNESS, PROVIDED THAT THE RESTRICTIONS CONTAINED IN THE AGREEMENTS GOVERNING SUCH PERMITTED REFINANCING INDEBTEDNESS ARE NO MORE RESTRICTIVE THAN THOSE CONTAINED IN THE AGREEMENTS GOVERNING THE INDEBTEDNESS BEING REFINANCED, (IX) IN THE CASE OF CLAUSE (C) ABOVE, ANY ENCUMBRANCE OR RESTRICTION (A) BY VIRTUE OF ANY TRANSFER OF, AGREEMENT TO TRANSFER, OPTION OR RIGHT WITH RESPECT TO, OR LIEN ON, ANY PROPERTY OR ASSETS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY NOT OTHERWISE PROHIBITED BY THIS INDENTURE OR (B) CONTAINED IN SECURITY AGREEMENTS, MORTGAGES OR CAPITALIZED LEASE OBLIGATIONS SECURING INDEBTEDNESS OF A RESTRICTED SUBSIDIARY TO THE EXTENT SUCH ENCUMBRANCE OR RESTRICTIONS RESTRICT THE

TRANSFER OF THE PROPERTY SUBJECT TO SUCH SECURITY AGREEMENTS, MORTGAGES OR CAPITALIZED LEASE OBLIGATIONS; (X) ANY RESTRICTION WITH RESPECT TO A RESTRICTED SUBSIDIARY IMPOSED PURSUANT TO AN AGREEMENT ENTERED INTO FOR THE SALE OR DISPOSITION OF CAPITAL STOCK OR ASSETS OF SUCH RESTRICTED SUBSIDIARY PENDING THE CLOSING OF SUCH SALE OR DISPOSITION; AND (XI) CUSTOMARY NET WORTH PROVISIONS CONTAINED IN LEASES AND OTHER AGREEMENT ENTERED INTO BY A RESTRICTED SUBSIDIARY IN THE ORDINARY COURSE OF BUSINESS.

SECTION 4.09 INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF PREFERRED STOCK.

THE COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO, DIRECTLY OR INDIRECTLY, CREATE, INCUR, ISSUE, ASSUME, GUARANTEE OR OTHERWISE BECOME DIRECTLY OR INDIRECTLY LIABLE, CONTINGENTLY OR OTHERWISE, WITH RESPECT TO (COLLECTIVELY, "INCUR") ANY INDEBTEDNESS (INCLUDING ACQUIRED DEBT) AND THAT THE COMPANY SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO ISSUE ANY SHARES OF PREFERRED STOCK; PROVIDED, HOWEVER, THAT THE COMPANY AND ITS FOREIGN RESTRICTED SUBSIDIARIES MAY INCUR INDEBTEDNESS (INCLUDING ACQUIRED DEBT) AND THE RESTRICTED SUBSIDIARIES MAY ISSUE PREFERRED STOCK IF THE FIXED CHARGE COVERAGE RATIO FOR THE COMPANY'S MOST RECENTLY ENDED FOUR FULL FISCAL QUARTERS FOR WHICH INTERNAL FINANCIAL STATEMENTS ARE AVAILABLE IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH ADDITIONAL INDEBTEDNESS IS INCURRED OR SUCH PREFERRED STOCK IS ISSUED WOULD HAVE BEEN AT LEAST 2.0 TO 1, DETERMINED ON A PRO FORMA BASIS (INCLUDING A PRO FORMA APPLICATION OF THE NET PROCEEDS THEREFROM), AS IF THE ADDITIONAL INDEBTEDNESS HAD BEEN INCURRED OR THE PREFERRED STOCK HAD BEEN ISSUED AT THE BEGINNING OF SUCH FOUR-QUARTER PERIOD.

THE PROVISIONS OF THE FIRST PARAGRAPH OF THIS SECTION 4.09 SHALL NOT APPLY TO THE INCURRENCE OF ANY OF THE FOLLOWING (COLLECTIVELY, "PERMITTED DEBT");

(i)THE INCURRENCE BY THE COMPANY AND ITS RESTRICTED SUBSIDIARIES OF INDEBTEDNESS UNDER THE CREDIT FACILITY IN AN AGGREGATE AMOUNT NOT TO EXCEED $150.0 MILLION AT ANY TIME OUTSTANDING, LESS THE AGGREGATE AMOUNT OF ALL NET PROCEEDS OF ASSET SALES APPLIED TO PERMANENTLY REDUCE THE AMOUNT OF SUCH INDEBTEDNESS;

(ii)THE INCURRENCE BY THE COMPANY OF INDEBTEDNESS REPRESENTED BY THE NOTES AND ANY GUARANTEE OF THE NOTES BY ANY RESTRICTED SUBSIDIARY OF THE COMPANY IN EACH CASE IN AN AGGREGATE AMOUNT NOT TO EXCEED $200.0 MILLION;

(iii)THE INCURRENCE BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES OF PERMITTED REFINANCING INDEBTEDNESS IN EXCHANGE FOR, OR THE NET PROCEEDS OF WHICH ARE USED TO REFUND, REFINANCE OR REPLACE EXISTING INDEBTEDNESS OR INDEBTEDNESS THAT WAS PERMITTED TO BE INCURRED BY THE FIRST PARAGRAPH, OR BY CLAUSE (II) OF THE SECOND PARAGRAPH OF THIS SECTION 4.09;

(iv)THE INCURRENCE OF INDEBTEDNESS BETWEEN OR AMONG THE COMPANY AND ANY OF ITS RESTRICTED SUBSIDIARIES; PROVIDED, HOWEVER, THAT ANY SUBSEQUENT ISSUANCE OR TRANSFER OF EQUITY INTERESTS THAT RESULTS IN ANY SUCH RESTRICTED SUBSIDIARY CEASING TO BE A RESTRICTED SUBSIDIARY OR ANY SUBSEQUENT TRANSFER OF ANY SUCH INDEBTEDNESS (EXCEPT TO THE COMPANY OR A RESTRICTED SUBSIDIARY OR A PLEDGE OR OTHER TRANSFER THEREOF INTENDED TO CREATE A SECURITY INTEREST THEREIN), AND ANY SALE OR OTHER TRANSFER OF ANY SUCH INDEBTEDNESS TO A PERSON THAT IS NOT EITHER THE COMPANY OR A WHOLLY OWNED RESTRICTED SUBSIDIARY, SHALL BE DEEMED, IN EACH CASE, TO CONSTITUTE AN INCURRENCE OF SUCH INDEBTEDNESS BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY, AS THE CASE MAY BE;

(v)THE INCURRENCE BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES OF HEDGING OBLIGATIONS THAT ARE (A) INCURRED FOR THE PURPOSE OF FIXING OR HEDGING INTEREST RATE RISK WITH RESPECT TO ANY FLOATING RATE INDEBTEDNESS THAT IS PERMITTED BY THE TERMS OF THIS INDENTURE TO BE OUTSTANDING OR (B) INCURRED FOR THE PURPOSE OF FIXING OR HEDGING CURRENCY EXCHANGE RATES OR PRICES OF COMMODITIES USED IN THE BUSINESS OF THE COMPANY AND ITS RESTRICTED SUBSIDIARIES;

(vi)THE GUARANTEE BY THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF INDEBTEDNESS THAT WAS PERMITTED TO BE INCURRED BY ANOTHER PROVISION OF THIS SECTION 4.09, SUBJECT TO SECTION 4.17 HEREOF; AND

(vii)OTHER INDEBTEDNESS OF THE COMPANY OR ANY RESTRICTED SUBSIDIARY IN AN AGGREGATE PRINCIPAL AMOUNT AT ANY TIME OUTSTANDING NOT TO EXCEED $25.0 MILLION.

FOR PURPOSES OF DETERMINING COMPLIANCE WITH THIS SECTION 4.09, IN THE EVENT THAT (A) AN ITEM OF INDEBTEDNESS MEETS THE CRITERIA OF MORE THAN ONE OF THE CATEGORIES OF PERMITTED DEBT DESCRIBED IN CLAUSES (I) THROUGH (VII) ABOVE OR IS ENTITLED TO BE INCURRED PURSUANT TO THE FIRST PARAGRAPH OF THIS SECTION 4.09, THE COMPANY SHALL, IN ITS SOLE DISCRETION, CLASSIFY SUCH ITEM OF INDEBTEDNESS IN ANY MANNER THAT COMPLIES WITH THIS SECTION 4.09 AND SHALL ONLY BE REQUIRED TO INCLUDE SUCH ITEM OF INDEBTEDNESS IN ONE OF SUCH CLAUSES OR PURSUANT TO THE FIRST PARAGRAPH HEREOF AND (B) AN ITEM OF INDEBTEDNESS MAY BE DIVIDED AND CLASSIFIED IN MORE THAN ONE OF THE TYPES OF INDEBTEDNESS DESCRIBED IN CLAUSES (I) THROUGHT (VII) ABOVE. ACCRUAL OF INTEREST, THE ACCRETION OF ACCRETED VALUE AND THE PAYMENT OF INTEREST IN THE FORM OF ADDITIONAL INDEBTEDNESS SHALL NOT BE DEEMED TO BE AN INCURRENCE OF INDEBTEDNESS FOR PURPOSES OF THIS SECTION 4.09.

SECTION 4.10 ASSET SALES

THE COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO, CONSUMMATE AN ASSET SALE UNLESS (I) THE COMPANY OR SUCH RESTRICTED SUBSIDIARY, AS THE CASE MAY BE, RECEIVES CONSIDERATION AT THE TIME OF SUCH ASSET SALE AT LEAST EQUAL TO THE FAIR MARKET VALUE (EVIDENCED BY A RESOLUTION OF THE BOARD OF DIRECTORS SET FORTH IN AN OFFICERS' CERTIFICATE DELIVERED TO THE TRUSTEE) OF THE ASSETS OR EQUITY INTERESTS ISSUED OR SOLD OR OTHERWISE DISPOSED OF AND (II) AT LEAST 75% OF THE CONSIDERATION THEREFOR RECEIVED BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY IS IN THE FORM OF CASH OR CASH EQUIVALENTS; PROVIDED THAT THE AMOUNT OF (A) ANY LIABILITIES (AS SHOWN ON THE COMPANY'S OR SUCH RESTRICTED SUBSIDIARY'S MOST RECENT BALANCE SHEET) OF THE COMPANY OR SUCH RESTRICTED SUBSIDIARY (OTHER THAN CONTINGENT LIABILITIES AND LIABILITIES THAT ARE BY THEIR TERMS SUBORDINATED TO THE NOTES OR ANY GUARANTEE THEREOF) THAT ARE ASSUMED BY THE TRANSFEREE OF ANY SUCH ASSETS AND FOR WHICH THE COMPANY OR SUCH RESTRICTED SUBSIDIARY IS RELEASED FROM FURTHER LIABILITY AND (B) ANY SECURITIES, NOTES OR OTHER OBLIGATIONS RECEIVED BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY FROM SUCH TRANSFEREE THAT ARE PROMPTLY CONVERTED BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY INTO CASH OR CASH EQUIVALENTS (TO THE EXTENT OF THE CASH OR CASH EQUIVALENTS RECEIVED) SHALL BE DEEMED TO BE CASH FOR PURPOSES OF THIS PROVISION.

WITHIN 365 DAYS OF THE RECEIPT OF ANY NET PROCEEDS FROM AN ASSET SALE, THE COMPANY MAY APPLY SUCH NET PROCEEDS, AT ITS OPTION, (A) TO REPAY SENIOR DEBT OF THE COMPANY OR INDEBTEDNESS OF ANY RESTRICTED SUBSIDIARY (AND, IN EACH CASE, TO CORRESPONDINGLY REDUCE COMMITMENTS WITH RESPECT THERETO IN THE CASE OF REVOLVING BORROWINGS) OR (B) TO THE ACQUISITION OF A CONTROLLING INTEREST IN ANOTHER BUSINESS, THE MAKING OF A CAPITAL EXPENDITURE OR THE ACQUISITION OF OTHER LONG-TERM ASSETS. PENDING THE FINAL APPLICATION OF ANY SUCH NET PROCEEDS, THE COMPANY MAY TEMPORARILY REDUCE SENIOR DEBT OR OTHERWISE INVEST SUCH NET PROCEEDS IN ANY MANNER THAT IS NOT PROHIBITED BY THIS INDENTURE. ANY NET PROCEEDS FROM ASSET SALES THAT ARE NOT APPLIED OR INVESTED AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH SHALL BE DEEMED TO CONSTITUTE "EXCESS PROCEEDS." WHEN THE AGGREGATE AMOUNT OF EXCESS

PROCEEDS EXCEEDS $10.0 MILLION, THE COMPANY SHALL BE REQUIRED TO MAKE AN OFFER TO ALL HOLDERS OF NOTES (AN "ASSET SALE OFFER") TO PURCHASE THE MAXIMUM PRINCIPAL AMOUNT OF NOTES THAT MAY BE PURCHASED OUT OF THE EXCESS PROCEEDS AT AN OFFER PRICE IN CASH IN AN AMOUNT EQUAL TO 100% OF THE PRINCIPAL AMOUNT THEREOF, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO THE DATE OF PURCHASE, IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS INDENTURE. TO THE EXTENT THAT THE AGGREGATE PRINCIPAL AMOUNT OF NOTES TENDERED PURSUANT TO AN ASSET SALE OFFER IS LESS THAN THE EXCESS PROCEEDS, THE COMPANY MAY USE ANY REMAINING EXCESS PROCEEDS FOR GENERAL CORPORATE PURPOSES. IF THE AGGREGATE PRINCIPAL AMOUNT OF NOTES SURRENDERED BY HOLDERS THEREOF EXCEEDS THE AMOUNT OF EXCESS PROCEEDS, THE TRUSTEE SHALL SELECT THE NOTES TO BE PURCHASED ON A PRO RATA BASIS. UPON COMPLETION OF AN ASSET SALE OFFER, THE AMOUNT OF EXCESS PROCEEDS SHALL BE RESET AT ZERO.

SECTION 4.11 TRANSACTIONS WITH AFFILIATES.

THE COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO MAKE ANY PAYMENT TO, OR SELL, LEASE, TRANSFER OR OTHERWISE DISPOSE OF ANY OF ITS PROPERTIES OR ASSETS TO, OR PURCHASE ANY PROPERTY OR ASSETS FROM, OR ENTER INTO OR MAKE OR AMEND ANY TRANSACTION, CONTRACT, AGREEMENT, UNDERSTANDING, LOAN, ADVANCE OR GUARANTEE WITH, OR FOR THE BENEFIT OF, ANY AFFILIATE (EACH OF THE FOREGOING, AN "AFFILIATE TRANSACTION"), UNLESS (A) SUCH AFFILIATE TRANSACTION IS ON TERMS THAT ARE NO LESS FAVORABLE TO THE COMPANY OR SUCH RESTRICTED SUBSIDIARY THAN THOSE THAT WOULD HAVE BEEN OBTAINED IN A COMPARABLE TRANSACTION BY THE COMPANY OR SUCH RESTRICTED SUBSIDIARY WITH AN UNRELATED PERSON AND (B) THE COMPANY DELIVERS TO THE TRUSTEE (I) WITH RESPECT TO ANY AFFILIATE TRANSACTION OR SERIES OF RELATED AFFILIATE TRANSACTIONS INVOLVING AGGREGATE CONSIDERATION IN EXCESS OF $5.0 MILLION, A RESOLUTION OF THE BOARD OF DIRECTORS SET FORTH IN AN OFFICERS' CERTIFICATE CERTIFYING THAT SUCH AFFILIATE TRANSACTION COMPLIES WITH CLAUSE (A) ABOVE AND THAT SUCH AFFILIATE TRANSACTION HAS BEEN APPROVED BY A MAJORITY OF THE DISINTERESTED MEMBERS OF THE BOARD OF DIRECTORS AND (II) WITH RESPECT TO ANY AFFILIATE TRANSACTION OR SERIES OF RELATED AFFILIATE TRANSACTIONS INVOLVING AGGREGATE CONSIDERATION IN EXCESS OF $15.0 MILLION, AN OPINION AS TO THE FAIRNESS TO THE HOLDERS OF SUCH AFFILIATE TRANSACTION FROM A FINANCIAL POINT OF VIEW ISSUED BY AN ACCOUNTING, APPRAISAL OR INVESTMENT BANKING FIRM OF NATIONAL STANDING.

THE FOREGOING PROVISIONS SHALL NOT PROHIBIT: (I) TRANSACTIONS BETWEEN OR AMONG THE COMPANY AND/OR ITS RESTRICTED SUBSIDIARIES; (II) ANY RESTRICTED PAYMENT THAT IS PERMITTED BY SECTION 4.07 HEREOF, (III) ANY ISSUANCE OF SECURITIES OR OTHER PAYMENTS, AWARDS OR GRANTS IN CASH, SECURITIES OR OTHERWISE PURSUANT TO, OR THE FUNDING OF, EMPLOYMENT ARRANGEMENTS, STOCK OPTIONS AND STOCK OWNERSHIP PLANS APPROVED BY THE BOARD OF DIRECTORS OF THE COMPANY; (IV) ANY FEES, INDEMNITIES, LOANS OR ADVANCES TO EMPLOYEES IN THE ORDINARY COURSE OF BUSINESS; (V) ANY PAYMENT APPROVED BY THE BOARD OF DIRECTORS IN CONNECTION WITH THE REGISTRATION FOR SALE OR DISTRIBUTION BY ANY AFFILIATE OF THE COMPANY OF ANY EQUITY INTERESTS OF THE COMPANY, INCLUDING REIMBURSEMENTS FOR OFFERING EXPENSES, UNDERWRITING DISCOUNTS AND COMMISSIONS; (VI) PAYMENTS MADE TO THE FEDERAL TRADE COMMISSION OR OTHER FOREIGN OR DOMESTIC GOVERNMENTAL AGENCY ON BEHALF OF ANY AFFILIATE BY VIRTUE OF THE HART-SCOTT-RODINO ANTITRUST IMPROVEMENTS ACT OF 1976, AS AMENDED, OR OTHER SIMILAR FEDERAL, STATE OR FOREIGN LAWS IN CONNECTION WITH THE ACQUISITION BY SUCH AFFILIATE OF ADDITIONAL EQUITY INTERESTS IN THE COMPANY OR THE ACQUISITION BY THE COMPANY OR ANY RESTRICTED SUBSIDIARY OF THE CAPITAL STOCK OR ASSETS OF ANOTHER PERSON OR THE MERGER BY THE COMPANY OR ANY RESTRICTED SUBSIDIARY WITH ANOTHER PERSON; AND (VII) ANY AFFILIATE TRANSACTION WITH CONECEL OR SUPERCANAL NOT INVOLVING THE PAYMENT OF CONSIDERATION BY THE COMPANY OR ANY RESTRICTED SUBSIDIARY.

SECTION 4.12 LIENS.

THE COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY OF ITS RESTRICTED SUBSIDIARIES TO, DIRECTLY OR INDIRECTLY, CREATE, INCUR, ASSUME OR SUFFER TO EXIST ANY LIEN SECURING INDEBTEDNESS OR TRADE PAYABLES ON ANY ASSET NOW OWNED OR HEREAFTER ACQUIRED, OR ANY INCOME OR PROFITS THEREFROM OR ASSIGN OR CONVEY ANY RIGHT TO RECEIVE INCOME THEREFROM, EXCEPT PERMITTED LIENS, UNLESS CONTEMPORANEOUSLY THEREWITH EFFECTIVE PROVISION IS MADE TO SECURE THE NOTES EQUALLY AND RATABLY WITH SUCH INDEBTEDNESS OR TRADE PAYABLES FOR SO LONG AS SUCH INDEBTEDNESS OR TRADE PAYABLES ARE SECURED BY A LIEN.

SECTION 4.13 CORPORATE EXISTENCE.

SUBJECT TO ARTICLE 5 HEREOF, THE COMPANY SHALL DO OR CAUSE TO BE DONE ALL THINGS NECESSARY TO PRESERVE AND KEEP IN FULL FORCE AND EFFECT (I) ITS CORPORATE EXISTENCE, AND THE CORPORATE, PARTNERSHIP OR OTHER EXISTENCE OF EACH OF ITS SUBSIDIARIES, IN ACCORDANCE WITH THE RESPECTIVE ORGANIZATIONAL DOCUMENTS (AS THE SAME MAY BE AMENDED FROM TIME TO TIME) OF THE COMPANY OR ANY SUCH SUBSIDIARY AND (II) THE RIGHTS (CHARTER AND STATUTORY), LICENSES AND FRANCHISES OF THE COMPANY AND ITS SUBSIDIARIES; PROVIDED, HOWEVER, THAT THE COMPANY SHALL NOT BE REQUIRED TO PRESERVE WITH RESPECT TO ITSELF OR ANY OF ITS SUBSIDIARIES ANY SUCH RIGHT, LICENSE OR FRANCHISE, OR THE CORPORATE, PARTNERSHIP OR OTHER EXISTENCE OF ANY OF ITS SUBSIDIARIES, IF THE BOARD OF DIRECTORS SHALL DETERMINE THAT THE PRESERVATION THEREOF IS NO LONGER DESIRABLE IN THE CONDUCT OF THE BUSINESS OF THE COMPANY AND ITS SUBSIDIARIES, TAKEN AS A WHOLE, AND THAT THE LOSS THEREOF IS NOT ADVERSE IN ANY MATERIAL RESPECT TO THE HOLDERS OF THE NOTES.

SECTION 4.14 OFFER TO REPURCHASE UPON CHANGE OF CONTROL.

(a) UPON THE OCCURRENCE OF A CHANGE OF CONTROL, THE COMPANY SHALL MAKE AN OFFER (A "CHANGE OF CONTROL OFFER") TO EACH HOLDER TO REPURCHASE ALL OR ANY PART (EQUAL TO $1,000 OR AN INTEGRAL MULTIPLE THEREOF) OF SUCH HOLDER'S NOTES AT AN OFFER PRICE IN CASH EQUAL TO 101% OF THE PRINCIPAL AMOUNT THEREOF, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON, TO THE DATE OF PURCHASE (THE "CHANGE OF CONTROL PAYMENT"). WITHIN 30 DAYS FOLLOWING A CHANGE OF CONTROL, THE COMPANY SHALL MAIL A NOTICE TO EACH HOLDER DESCRIBING THE TRANSACTION OR TRANSACTIONS THAT CONSTITUTE THE CHANGE OF CONTROL AND STATING: (1) THAT THE CHANGE OF CONTROL OFFER IS BEING MADE PURSUANT TO THIS SECTION 4.14 AND THAT ALL NOTES TENDERED WILL BE ACCEPTED FOR PAYMENT; (2) THE PURCHASE PRICE AND THE PURCHASE DATE, WHICH SHALL BE NO EARLIER THAN 30 DAYS AND NO LATER THAN 60 DAYS FROM THE DATE SUCH NOTICE IS MAILED (THE "CHANGE OF CONTROL PAYMENT DATE"); (3) THAT ANY NOTE NOT TENDERED WILL CONTINUE TO ACCRUE INTEREST; (4) THAT, UNLESS THE COMPANY DEFAULTS IN THE PAYMENT OF THE CHANGE OF CONTROL PAYMENT, ALL NOTES ACCEPTED FOR PAYMENT PURSUANT TO THE CHANGE OF CONTROL OFFER SHALL CEASE TO ACCRUE INTEREST AFTER THE CHANGE OF CONTROL PAYMENT DATE; (5) THAT HOLDERS ELECTING TO HAVE ANY NOTES PURCHASED PURSUANT TO A CHANGE OF CONTROL OFFER WILL BE REQUIRED TO SURRENDER THE NOTES, WITH THE FORM ENTITLED "OPTION OF HOLDER TO ELECT PURCHASE" ON THE REVERSE OF THE NOTES COMPLETED, TO THE PAYING AGENT AT THE ADDRESS SPECIFIED IN THE NOTICE PRIOR TO THE CLOSE OF BUSINESS ON THE THIRD BUSINESS DAY PRECEDING THE CHANGE OF CONTROL PAYMENT DATE; (6) THAT HOLDERS WILL BE ENTITLED TO WITHDRAW THEIR ELECTION IF THE PAYING AGENT RECEIVES, NOT LATER THAN THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY PRECEDING THE CHANGE OF CONTROL PAYMENT DATE, A TELEGRAM, TELEX, FACSIMILE TRANSMISSION OR LETTER SETTING FORTH THE NAME OF THE HOLDER, THE PRINCIPAL AMOUNT OF NOTES DELIVERED FOR PURCHASE, AND A STATEMENT THAT SUCH HOLDER IS WITHDRAWING HIS ELECTION TO HAVE THE NOTES PURCHASED; AND (7) THAT HOLDERS WHOSE NOTES ARE BEING PURCHASED ONLY IN PART WILL BE ISSUED NEW NOTES EQUAL IN PRINCIPAL AMOUNT TO THE UNPURCHASED PORTION OF THE NOTES SURRENDERED, WHICH UNPURCHASED PORTION MUST BE EQUAL TO $1,000 IN PRINCIPAL AMOUNT OR AN INTEGRAL MULTIPLE THEREOF. THE COMPANY SHALL COMPLY WITH THE REQUIREMENTS OF RULE 14E-1 UNDER THE EXCHANGE ACT AND ANY OTHER SECURITIES LAWS AND REGULATIONS THEREUNDER TO THE EXTENT SUCH LAWS AND

REGULATIONS ARE APPLICABLE IN CONNECTION WITH THE REPURCHASE OF NOTES IN CONNECTION WITH A CHANGE OF CONTROL.

(b) ON THE CHANGE OF CONTROL PAYMENT DATE, THE COMPANY SHALL, TO THE EXTENT LAWFUL, (1) ACCEPT FOR PAYMENT ALL NOTES OR PORTIONS THEREOF PROPERLY TENDERED PURSUANT TO THE CHANGE OF CONTROL OFFER, (2) DEPOSIT WITH THE PAYING AGENT AN AMOUNT EQUAL TO THE CHANGE OF CONTROL PAYMENT IN RESPECT OF ALL NOTES OR PORTIONS THEREOF SO TENDERED AND (3) DELIVER OR CAUSE TO BE DELIVERED TO THE TRUSTEE THE NOTES SO ACCEPTED TOGETHER WITH AN OFFICERS' CERTIFICATE STATING THE AGGREGATE PRINCIPAL AMOUNT OF NOTES OR PORTIONS THEREOF BEING PURCHASED BY THE COMPANY. THE PAYING AGENT SHALL PROMPTLY MAIL TO EACH HOLDER OF NOTES SO TENDERED THE CHANGE OF CONTROL PAYMENT FOR SUCH NOTES, AND THE TRUSTEE SHALL PROMPTLY AUTHENTICATE AND MAIL (OR CAUSE TO BE TRANSFERRED BY BOOK ENTRY) TO EACH HOLDER A NEW NOTE EQUAL IN PRINCIPAL AMOUNT TO ANY UNPURCHASED PORTION OF THE NOTES SURRENDERED, IF ANY; PROVIDED THAT EACH SUCH NEW NOTE SHALL BE IN A PRINCIPAL AMOUNT OF $1,000 OR AN INTEGRAL MULTIPLE THEREOF. PRIOR TO COMPLYING WITH THE PROVISIONS OF THIS SECTION 4.14, BUT IN ANY EVENT WITHIN 90 DAYS FOLLOWING A CHANGE OF CONTROL, THE COMPANY SHALL EITHER REPAY ALL OUTSTANDING SENIOR DEBT OR OBTAIN THE REQUISITE CONSENTS, IF ANY, UNDER ALL AGREEMENTS GOVERNING OUTSTANDING SENIOR DEBT TO PERMIT THE REPURCHASE OF NOTES REQUIRED BY THIS SECTION 4.14.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 4.14, THE COMPANY SHALL NOT BE REQUIRED TO MAKE A CHANGE OF CONTROL OFFER FOLLOWING A CHANGE OF CONTROL IF A THIRD PARTY MAKES THE CHANGE OF CONTROL OFFER IN THE MANNER, AT THE TIMES AND OTHERWISE IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THIS SECTION 4.14 AND SECTION 3.09 HEREOF AND PURCHASES ALL NOTES VALIDLY TENDERED AND NOT WITHDRAWN UNDER SUCH CHANGE OF CONTROL OFFER.

1 THE REQUIREMENTS SET FORTH IN THIS SECTION 4.14 SHALL BE APPLICABLE WHETHER OR NOT ANY OTHER PROVISIONS OF THE INDENTURE ARE APPLICABLE; PROVIDED, HOWEVER, THAT THE COMPANY SHALL NOT BE OBLIGATED TO REPURCHASE THE NOTES UPON A CHANGE OF CONTROL IF THE COMPANY HAS IRREVOCABLY ELECTED TO REDEEM ALL OF THE NOTES UNDER SECTION 3.07 HEREOF.

SECTION 4.15 LIMITATION ON OTHER SENIOR SUBORDINATED DEBT.

NOTWITHSTANDING THE PROVISIONS OF SECTION 4.09 HEREOF, THE COMPANY SHALL NOT DIRECTLY OR INDIRECTLY INCUR ANY INDEBTEDNESS THAT IS SUBORDINATE OR JUNIOR IN RIGHT OF PAYMENT TO ANY SENIOR DEBT OF THE COMPANY AND SENIOR IN ANY RESPECT IN RIGHT OF PAYMENT TO THE NOTES.

SECTION 4.16 PAYMENTS FOR CONSENT.

NEITHER THE COMPANY NOR ANY OF RESTRICTED SUBSIDIARIES SHALL, DIRECTLY OR INDIRECTLY, PAY OR CAUSE TO BE PAID ANY CONSIDERATION, WHETHER BY WAY OF INTEREST, FEE OR OTHERWISE, TO ANY HOLDER OF ANY NOTES FOR OR AS AN INDUCEMENT TO ANY CONSENT, WAIVER OR AMENDMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS INDENTURE OR THE NOTES UNLESS SUCH CONSIDERATION IS OFFERED TO BE PAID OR IS PAID TO ALL HOLDERS OF THE NOTES THAT CONSENT, WAIVE OR AGREE TO AMEND IN THE TIME FRAME SET FORTH IN THE SOLICITATION DOCUMENTS RELATING TO SUCH CONSENT, WAIVER OR AGREEMENT.

SECTION 4.17 LIMITATION ON GUARANTEES OF COMPANY INDEBTEDNESS BY RESTICTED SUBSIDIARIES.

THE COMPANY SHALL NOT PERMIT ANY RESTRICTED SUBSIDIARY, DIRECTLY OR INDIRECTLY, TO GUARANTEE ANY INDEBTEDNESS OF THE COMPANY OTHER THAN THE NOTES (THE "OTHER COMPANY INDEBTEDNESS"), UNLESS SUCH RESTRICTED SUBSIDIARY CONTEMPORANEOUSLY EXECUTES AND DELIVERS A SUPPLEMENTAL INDENTURE TO THE INDENTURE PROVIDING FOR A GUARANTEE OF PAYMENT OF THE NOTES BY SUCH RESTRICTED SUBSIDIARY TO THE SAME EXTENT AS THE GUARANTEE (THE "OTHER COMPANY INDEBTEDNESS GUARANTEE") OF THE OTHER COMPANY INDEBTEDNESS (INCLUDING WAIVER OF SUBROGATION, IF ANY). ANY GUARANTEE OF THE NOTES BY A RESTRICTED SUBSIDIARY PURSUANT TO THIS SECTION 4.17 SHALL BE SUBORDINATED IN RIGHT OF PAYMENT TO ALL EXISTING AND FUTURE SENIOR DEBT OF SUCH RESTRICTED SUBSIDIARY TO THE SAME EXTENT AS THE NOTES ARE SUBORDINATED TO SENIOR DEBT OF THE COMPANY.

EACH GUARANTEE OF THE NOTES CREATED BY A RESTRICTED SUBSIDIARY PURSUANT TO THE PROVISIONS DESCRIBED IN THE FOREGOING PARAGRAPH SHALL BE IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND SHALL PROVIDE, AMONG OTHER THINGS, THAT IT SHALL BE AUTOMATICALLY AND UNCONDITIONALLY RELEASED AND DISCHARGED UPON (I) ANY SALE, EXCHANGE OR TRANSFER PERMITTED BY THIS INDENTURE OF (A) ALL OF THE COMPANY'S CAPITAL STOCK IN SUCH RESTRICTED SUBSIDIARY, OR (B) THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE RESTRICTED SUBSIDIARY AND UPON THE APPLICATION OF THE NET PROCEEDS FROM SUCH SALE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 3.09 AND 4.10 HEREOF; OR (II) THE RELEASE OR DISCHARGE OF THE OTHER COMPANY INDEBTEDNESS GUARANTEE THAT RESULTED IN THE CREATION OF SUCH GUARANTEE OF THE NOTES, EXCEPT A DISCHARGE OR RELEASE BY OR AS A RESULT OF PAYMENT UNDER SUCH OTHER COMPANY INDEBTEDNESS GUARANTEE.

ARTICLE 5.

SUCCESSORS

SECTION 5.01 MERGER, CONSOLIDATION, OR SALE OF ASSETS.

THE COMPANY SHALL NOT CONSOLIDATE OR MERGE WITH OR INTO, OR SELL, ASSIGN, TRANSFER, LEASE, CONVEY OR OTHERWISE DISPOSE OF ALL OR SUBSTANTIALLY ALL OF ITS CONSOLIDATED PROPERTIES OR ASSETS IN ONE OR MORE RELATED TRANSACTIONS, TO ANOTHER CORPORATION, PERSON OR ENTITY UNLESS (I) THE COMPANY IS THE SURVIVING CORPORATION OR THE ENTITY OR THE PERSON FORMED BY OR SURVIVING ANY SUCH CONSOLIDATION OR MERGER (IF OTHER THAN THE COMPANY) OR TO WHICH SUCH SALE, ASSIGNMENT, TRANSFER, LEASE, CONVEYANCE OR OTHER DISPOSITION SHALL HAVE BEEN MADE IS A CORPORATION ORGANIZED OR EXISTING UNDER THE LAWS OF THE UNITED STATES, ANY STATE THEREOF OR THE DISTRICT OF COLUMBIA; (II) THE ENTITY OR PERSON FORMED BY OR SURVIVING ANY SUCH CONSOLIDATION OR MERGER (IF OTHER THAN THE COMPANY) OR THE ENTITY OR PERSON TO WHICH SUCH SALE, ASSIGNMENT, TRANSFER, LEASE, CONVEYANCE OR OTHER DISPOSITION SHALL HAVE BEEN MADE ASSUMES ALL THE OBLIGATIONS OF THE COMPANY UNDER THE NOTES AND THIS INDENTURE PURSUANT TO A SUPPLEMENTAL INDENTURE IN A FORM REASONABLY SATISFACTORY TO THE TRUSTEE; (III) IMMEDIATELY AFTER SUCH TRANSACTION NO DEFAULT OR EVENT OF DEFAULT EXISTS; AND (IV) EXCEPT IN THE CASE OF A MERGER OF THE COMPANY WITH OR INTO A WHOLLY OWNED RESTRICTED SUBSIDIARY OF THE COMPANY, OR THE MERGER OF A WHOLLY OWNED RESTRICTED SUBSIDIARY WITH OR INTO THE COMPANY, THE COMPANY OR THE PERSON FORMED BY OR SURVIVING ANY SUCH CONSOLIDATION OR MERGER OR TO WHICH SUCH SALE, ASSIGNMENT, TRANSFER, LEASE, CONVEYANCE OR OTHER DISPOSITION SHALL HAVE BEEN MADE (A) WILL HAVE CONSOLIDATED NET WORTH IMMEDIATELY AFTER THE TRANSACTION EQUAL TO OR GREATER THAN THE CONSOLIDATED NET WORTH OF THE COMPANY IMMEDIATELY PRECEDING THE TRANSACTION AND (B) WILL, AT THE TIME OF SUCH TRANSACTION AND AFTER GIVING PRO FORMA EFFECT THERETO AS IF SUCH TRANSACTION HAD OCCURRED AT THE BEGINNING OF THE APPLICABLE FOUR-QUARTER PERIOD, BE PERMITTED TO INCUR AT LEAST $1.00 OF ADDITIONAL INDEBTEDNESS PURSUANT TO THE FIXED CHARGE COVERAGE RATIO TEST SET FORTH IN THE FIRST PARAGRAPH OF SECTION 4.09 HEREOF.

SECTION 5.02 SUCCESSOR CORPORATION SUBSTITUTED.

UPON ANY CONSOLIDATION OR MERGER, OR ANY SALE, ASSIGNMENT, TRANSFER, LEASE, CONVEYANCE OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE COMPANY IN ACCORDANCE WITH SECTION 5.01 HEREOF, THE SUCCESSOR CORPORATION FORMED BY SUCH CONSOLIDATION OR INTO OR WITH WHICH THE COMPANY IS MERGED OR TO WHICH SUCH SALE, ASSIGNMENT, TRANSFER, LEASE, CONVEYANCE OR OTHER DISPOSITION IS MADE SHALL SUCCEED TO, AND BE SUBSTITUTED FOR (SO THAT FROM AND AFTER THE DATE OF SUCH CONSOLIDATION, MERGER, SALE, LEASE, CONVEYANCE OR OTHER DISPOSITION, THE PROVISIONS OF THIS INDENTURE REFERRING TO THE "COMPANY" SHALL REFER INSTEAD TO THE SUCCESSOR CORPORATION AND NOT TO THE COMPANY, AND MAY EXERCISE EVERY RIGHT AND POWER OF THE COMPANY UNDER THIS INDENTURE WITH THE SAME EFFECT AS IF SUCH SUCCESSOR PERSON HAD BEEN NAMED AS THE COMPANY, HEREIN; PROVIDED, HOWEVER, THAT THE PREDECESSOR COMPANY SHALL NOT BE RELIEVED FROM THE OBLIGATION TO PAY THE PRINCIPAL OF AND INTEREST ON THE NOTES EXCEPT IN THE CASE OF A MERGER OR CONSOLIDATION OR SALE OF THE COMPANY'S ASSETS THAT MEETS THE REQUIREMENTS OF SECTION 5.01 HEREOF.

ARTICLE 6.

DEFAULTS AND REMEDIES.

SECTION 6.01 EVENTS OF DEFAULT.

AN "EVENT OF DEFAULT" OCCURS IF:

(A) THE COMPANY DEFAULTS IN THE PAYMENT WHEN DUE OF INTEREST ON, OR LIQUIDATED DAMAGES, IF ANY, WITH RESPECT TO, THE NOTES AND SUCH DEFAULT CONTINUES FOR A PERIOD OF 30 DAYS (WHETHER OR NOT PROHIBITED BY ARTICLE 10 HEREOF);

(B) THE COMPANY DEFAULTS IN THE PAYMENT WHEN DUE OF THE PRINCIPAL OF OR PREMIUM, IF ANY, ON THE NOTES (WHETHER OR NOT PROHIBITED BY ARTICLE 10 HEREOF);

(C) THE COMPANY FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF SECTION 5.01 HEREOF;

(D) THE COMPANY FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF SECTION 4.07, 4.09, 4.10 OR 4.14 HEREOF 30 DAYS AFTER WRITTEN NOTICE BY THE TRUSTEE OR THE HOLDERS OF AT LEAST 25% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES;

(E) THE COMPANY FAILS TO COMPLY WITH ANY OF ITS OTHER AGREEMENTS IN THIS INDENTURE OR THE NOTES FOR 60 DAYS AFTER WRITTEN NOTICE BY THE TRUSTEE OR THE HOLDERS OF AT LEAST 25% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES;

(F) A DEFAULT OCCURS AND IS CONTINUING UNDER ANY MORTGAGE, INDENTURE OR INSTRUMENT UNDER WHICH THERE MAY BE ISSUED OR BY WHICH THERE MAY BE SECURED OR EVIDENCED ANY INDEBTEDNESS FOR MONEY BORROWED BY THE COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES (OR THE PAYMENT OF WHICH IS GUARANTEED BY THE COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES), WHETHER SUCH INDEBTEDNESS OR GUARANTEE NOW EXISTS OR IS CREATED AFTER THE CLOSING DATE, WHICH DEFAULT (I) IS CAUSED BY A FAILURE TO PAY PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON SUCH INDEBTEDNESS PRIOR TO THE EXPIRATION OF THE GRACE PERIOD PROVIDED IN SUCH INDEBTEDNESS ON THE DATE OF SUCH DEFAULT (A "PAYMENT DEFAULT") OR (II) RESULTS IN THE ACCELERATION OF SUCH INDEBTEDNESS PRIOR TO ITS EXPRESS MATURITY AND, IN EACH CASE, THE PRINCIPAL AMOUNT OF ANY SUCH INDEBTEDNESS, TOGETHER WITH THE PRINCIPAL AMOUNT OF ANY OTHER SUCH INDEBTEDNESS UNDER WHICH

THERE HAS BEEN A PAYMENT DEFAULT OR THE MATURITY OF WHICH HAS BEEN SO ACCELERATED, AGGREGATES $15.0 MILLION OR MORE.

(G) THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES FAILS TO PAY FINAL JUDGMENTS AGGREGATING IN EXCESS OF $15.0 MILLION AND EITHER (I) ANY CREDITOR COMMENCES ENFORCEMENT PROCEEDINGS UPON ANY SUCH JUDGMENT OR (II) SUCH JUDGMENTS ARE NOT PAID, DISCHARGED OR STAYED FOR A PERIOD OF 60 DAYS;

(H) THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTES A SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES OF THE COMPANY THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY PURSUANT TO OR WITHIN THE MEANING OF BANKRUPTCY LAW:

(I)COMMENCES A VOLUNTARY CASE,

(II)CONSENTS TO THE ENTRY OF AN ORDER FOR RELIEF AGAINST IT IN AN INVOLUNTARY CASE,

(III) CONSENTS TO THE APPOINTMENT OF A CUSTODIAN OF IT OR FOR ALL OR SUBSTANTIALLY ALL OF ITS PROPERTY, OR

(IV)MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF ITS CREDITORS;

(I)A COURT OF COMPETENT JURISDICTION ENTERS AN ORDER OR DECREE UNDER ANY BANKRUPTCY LAW THAT:

(I)IS FOR RELIEF AGAINST THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTES A SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES OF THE COMPANY THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY IN AN INVOLUNTARY CASE;

(II)APPOINTS A CUSTODIAN OF THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTES A SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES OF THE COMPANY THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY OR FOR ALL OR SUBSTANTIALLY ALL OF THE PROPERTY OF THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTES A SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES OF THE COMPANY THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY; OR

(III) ORDERS THE LIQUIDATION OF THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTE SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES OF THE COMPANY, THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY;

AND THE ORDER OR DECREE REMAINS UNSTAYED AND IN EFFECT FOR 60 CONSECUTIVE DAYS; OR

(J) EXCEPT AS PERMITTED BY THIS INDENTURE, ANY GUARANTEE OF THE NOTES BY ANY RESTRICTED SUBSIDIARY WHICH IS SIGNIFICANT SUBSIDIARY IS HELD IN ANY JUDICIAL PROCEEDING TO BE UNENFORCEABLE OR INVALID OR SHALL CEASE FOR ANY REASON TO BE IN FULL FORCE AND EFFECT OR ANY RESTRICTED SUBSIDIARY WHICH IS A SIGNIFICANT SUBSIDIARY SHALL DENY OR DISAFFIRM ITS OBLIGATIONS UNDER ANY GUARANTEE OF THE NOTES.

SECTION 6.02 ACCELERATION.

IF ANY EVENT OF DEFAULT (OTHER THAN AN EVENT OF DEFAULT SPECIFIED IN CLAUSE (H) OR (I) OF SECTION 6.01 HEREOF) OCCURS AND IS CONTINUING, THE TRUSTEE OR THE HOLDERS OF AT LEAST 25% IN

PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY DECLARE ALL THE NOTES TO BE DUE AND PAYABLE IMMEDIATELY. UPON ANY SUCH DECLARATION, THE NOTES SHALL BECOME DUE AND PAYABLE IMMEDIATELY. NOTWITHSTANDING THE FOREGOING, IF AN EVENT OF DEFAULT SPECIFIED IN CLAUSES (H) OR (I) OF SECTION 6.01 HEREOF OCCURS WITH RESPECT TO THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTE SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES OF THE COMPANY THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY, ALL OUTSTANDING NOTES SHALL BE DUE AND PAYABLE IMMEDIATELY WITHOUT FURTHER ACTION OR NOTICE. HOLDERS OF THE NOTES MAY NOT ENFORCE THIS INDENTURE OR THE NOTES EXCEPT AS PROVIDED HEREIN. THE HOLDERS OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES BY WRITTEN NOTICE TO THE TRUSTEE MAY ON BEHALF OF ALL OF THE HOLDERS RESCIND AN ACCELERATION AND ITS CONSEQUENCES IF THE RESCISSION WOULD NOT CONFLICT WITH ANY JUDGMENT OR DECREE AND IF ALL EXISTING EVENTS OF DEFAULT (EXCEPT NONPAYMENT OF PRINCIPAL, INTEREST OR PREMIUM THAT HAS BECOME DUE SOLELY BECAUSE OF THE ACCELERATION) HAVE BEEN CURED OR WAIVED.

IF AN EVENT OF DEFAULT OCCURS ON OR AFTER FEBRUARY 1, 2003 BY REASON OF ANY WILLFUL ACTION (OR INACTION) TAKEN (OR NOT TAKEN) BY OR ON BEHALF OF THE COMPANY WITH THE INTENTION OF AVOIDING PAYMENT OF THE PREMIUM THAT THE COMPANY WOULD HAVE HAD TO PAY IF THE COMPANY THEN HAD ELECTED TO REDEEM THE NOTES PURSUANT TO SECTION 3.07 HEREOF, THEN, UPON ACCELERATION OF THE NOTES, AN EQUIVALENT PREMIUM SHALL ALSO BECOME AND BE IMMEDIATELY DUE AND PAYABLE, TO THE EXTENT PERMITTED BY LAW, ANYTHING IN THIS INDENTURE OR IN THE NOTES TO THE CONTRARY NOTWITHSTANDING. IF AN EVENT OF DEFAULT OCCURS PRIOR TO FEBRUARY 1, 2003 BY REASON OF ANY WILLFUL ACTION (OR INACTION) TAKEN (OR NOT TAKEN) BY OR ON BEHALF OF THE COMPANY WITH THE INTENTION OF AVOIDING THE PROHIBITION ON REDEMPTION OF THE NOTES PRIOR TO SUCH DATE, THEN, UPON ACCELERATION OF THE NOTES, A PREMIUM SHALL ALSO BECOME AND BE IMMEDIATELY DUE AND PAYABLE SO THAT THE COMPANY SHALL BE OBLIGATED TO PAY AN AMOUNT (EXPRESSED AS PERCENTAGES OF PRINCIPAL AMOUNT), FOR EACH OF THE YEARS BEGINNING ON FEBRUARY 1 OF THE YEARS AS SET FORTH BELOW:

YEAR	PERCENTAGE
1998	110.333%
1999	109.042%
2000	107.750%
2001	106.458%
2002	105.167%

SECTION 6.03 OTHER REMEDIES.

IF AN EVENT OF DEFAULT OCCURS AND IS CONTINUING, THE TRUSTEE MAY PURSUE ANY AVAILABLE REMEDY TO COLLECT THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE NOTES OR TO ENFORCE THE PERFORMANCE OF ANY PROVISION OF THE NOTES OR THIS INDENTURE.

THE TRUSTEE MAY MAINTAIN A PROCEEDING EVEN IF IT DOES NOT POSSESS ANY OF THE NOTES OR DOES NOT PRODUCE ANY OF THEM IN THE PROCEEDING. A DELAY OR OMISSION BY THE TRUSTEE OR ANY HOLDER OF A NOTE IN EXERCISING ANY RIGHT OR REMEDY ACCRUING UPON AN EVENT OF DEFAULT SHALL NOT IMPAIR THE RIGHT OR REMEDY OR CONSTITUTE A WAIVER OF OR ACQUIESCENCE IN THE EVENT OF DEFAULT. ALL REMEDIES ARE CUMULATIVE TO THE EXTENT PERMITTED BY LAW.

SECTION 6.04 WAIVER OF PAST DEFAULTS.

HOLDERS OF NOT LESS THAN A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES BY NOTICE TO THE TRUSTEE MAY ON BEHALF OF THE HOLDERS OF ALL OF THE NOTES WAIVE AN EXISTING DEFAULT OR EVENT OF DEFAULT AND ITS CONSEQUENCES HEREUNDER, EXCEPT A CONTINUING DEFAULT OR EVENT OF DEFAULT IN THE PAYMENT OF THE PRINCIPAL OF, OR PREMIUM, INTEREST AND LIQUIDATED DAMAGES, IF ANY, ON THE NOTES (INCLUDING IN CONNECTION WITH AN OFFER TO PURCHASE) (PROVIDED, HOWEVER, THAT THE HOLDERS OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY RESCIND AN ACCELERATION AND ITS CONSEQUENCES, INCLUDING ANY RELATED PAYMENT DEFAULT THAT RESULTED FROM SUCH ACCELERATION). UPON ANY SUCH WAIVER, SUCH DEFAULT SHALL CEASE TO EXIST, AND ANY EVENT OF DEFAULT ARISING THEREFROM SHALL BE DEEMED TO HAVE BEEN CURED FOR EVERY PURPOSE OF THIS INDENTURE; BUT NO SUCH WAIVER SHALL EXTEND TO ANY SUBSEQUENT OR OTHER DEFAULT OR IMPAIR ANY RIGHT CONSEQUENT THEREON.

SECTION 6.05 CONTROL BY MAJORITY.

HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY DIRECT THE TIME, METHOD AND PLACE OF CONDUCTING ANY PROCEEDING FOR EXERCISING ANY REMEDY AVAILABLE TO THE TRUSTEE OR EXERCISING ANY TRUST OR POWER CONFERRED ON IT. HOWEVER, THE TRUSTEE MAY REFUSE TO FOLLOW ANY DIRECTION THAT CONFLICTS WITH LAW OR THIS INDENTURE THAT THE TRUSTEE DETERMINES MAY BE UNDULY PREJUDICIAL TO THE RIGHTS OF OTHER HOLDERS OF NOTES OR THAT MAY INVOLVE THE TRUSTEE IN PERSONAL LIABILITY.

SECTION 6.06 LIMITATION ON SUITS.

A HOLDER OF A NOTE MAY PURSUE A REMEDY WITH RESPECT TO THIS INDENTURE OR THE NOTES ONLY IF:

(A) THE HOLDER OF A NOTE GIVES TO THE TRUSTEE WRITTEN NOTICE OF A CONTINUING EVENT OF DEFAULT;

(B) THE HOLDERS OF AT LEAST 25% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAKE A WRITTEN REQUEST TO THE TRUSTEE TO PURSUE THE REMEDY;

(C) SUCH HOLDER OF A NOTE OR HOLDERS OF NOTES OFFER AND, IF REQUESTED, PROVIDE TO THE TRUSTEE INDEMNITY SATISFACTORY TO THE TRUSTEE AGAINST ANY LOSS, LIABILITY OR EXPENSE;

(D) THE TRUSTEE DOES NOT COMPLY WITH THE REQUEST WITHIN 60 DAYS AFTER RECEIPT OF THE REQUEST AND THE OFFER AND, IF REQUESTED, THE PROVISION OF INDEMNITY; AND

(E) DURING SUCH 60-DAY PERIOD THE HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES DO NOT GIVE THE TRUSTEE A DIRECTION INCONSISTENT WITH THE REQUEST.

A HOLDER OF A NOTE MAY NOT USE THIS INDENTURE TO PREJUDICE THE RIGHTS OF ANOTHER HOLDER OF A NOTE OR TO OBTAIN A PREFERENCE OR PRIORITY OVER ANOTHER HOLDER OF A NOTE.

SECTION 6.07 RIGHTS OF HOLDERS OF NOTES TO RECEIVE PAYMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS INDENTURE, THE RIGHT OF ANY HOLDER OF A NOTE TO RECEIVE PAYMENT OF PRINCIPAL, PREMIUM AND LIQUIDATED DAMAGES, IF ANY, AND INTEREST ON THE NOTE, ON OR AFTER THE RESPECTIVE DUE DATES EXPRESSED IN THE NOTE (INCLUDING IN CONNECTION WITH AN OFFER TO PURCHASE), OR TO BRING SUIT FOR THE ENFORCEMENT OF ANY SUCH PAYMENT ON OR AFTER SUCH RESPECTIVE DATES, SHALL NOT BE IMPAIRED OR AFFECTED WITHOUT THE CONSENT OF SUCH HOLDER.

SECTION 6.08 COLLECTION SUIT BY TRUSTEE.

IF AN EVENT OF DEFAULT SPECIFIED IN SECTION 6.01(A) OR (B) OCCURS AND IS CONTINUING, THE TRUSTEE IS AUTHORIZED TO RECOVER JUDGMENT IN ITS OWN NAME AND AS TRUSTEE OF AN EXPRESS TRUST AGAINST THE COMPANY FOR THE WHOLE AMOUNT OF PRINCIPAL OF, PREMIUM AND LIQUIDATED DAMAGES, IF ANY, AND INTEREST REMAINING UNPAID ON THE NOTES AND INTEREST ON OVERDUE PRINCIPAL AND, TO THE EXTENT LAWFUL, INTEREST AND SUCH FURTHER AMOUNT AS SHALL BE SUFFICIENT TO COVER THE COSTS AND EXPENSES OF COLLECTION, INCLUDING THE REASONABLE COMPENSATION, EXPENSES, DISBURSEMENTS AND ADVANCES OF THE TRUSTEE, ITS AGENTS AND COUNSEL.

SECTION 6.09 TRUSTEE MAY FILE PROOFS OF CLAIM.

THE TRUSTEE IS AUTHORIZED TO FILE SUCH PROOFS OF CLAIM AND OTHER PAPERS OR DOCUMENTS AS MAY BE NECESSARY OR ADVISABLE IN ORDER TO HAVE THE CLAIMS OF THE TRUSTEE (INCLUDING ANY CLAIM FOR THE REASONABLE COMPENSATION, EXPENSES, DISBURSEMENTS AND ADVANCES OF THE TRUSTEE, ITS AGENTS AND COUNSEL) AND THE HOLDERS OF THE NOTES ALLOWED IN ANY JUDICIAL PROCEEDINGS RELATIVE TO THE COMPANY (OR ANY OTHER OBLIGOR UPON THE NOTES), ITS CREDITORS OR ITS PROPERTY AND SHALL BE ENTITLED AND EMPOWERED TO COLLECT, RECEIVE AND DISTRIBUTE ANY MONEY OR OTHER PROPERTY PAYABLE OR DELIVERABLE ON ANY SUCH CLAIMS AND ANY CUSTODIAN IN ANY SUCH JUDICIAL PROCEEDING IS HEREBY AUTHORIZED BY EACH HOLDER TO MAKE SUCH PAYMENTS TO THE TRUSTEE, AND IN THE EVENT THAT THE TRUSTEE SHALL CONSENT TO THE MAKING OF SUCH PAYMENTS DIRECTLY TO THE HOLDERS, TO PAY TO THE TRUSTEE ANY AMOUNT DUE TO IT FOR THE REASONABLE COMPENSATION, EXPENSES, DISBURSEMENTS AND ADVANCES OF THE TRUSTEE, ITS AGENTS AND COUNSEL, AND ANY OTHER AMOUNTS DUE THE TRUSTEE UNDER SECTION 7.07 HEREOF. TO THE EXTENT THAT THE PAYMENT OF ANY SUCH COMPENSATION, EXPENSES, DISBURSEMENTS AND ADVANCES OF THE TRUSTEE, ITS AGENTS AND COUNSEL, AND ANY OTHER AMOUNTS DUE THE TRUSTEE UNDER SECTION 7.07 HEREOF OUT OF THE ESTATE IN ANY SUCH PROCEEDING, SHALL BE DENIED FOR ANY REASON, PAYMENT OF THE SAME SHALL BE SECURED BY A LIEN ON, AND SHALL BE PAID OUT OF, ANY AND ALL DISTRIBUTIONS, DIVIDENDS, MONEY, SECURITIES AND OTHER PROPERTIES THAT THE HOLDERS MAY BE ENTITLED TO RECEIVE IN SUCH PROCEEDING WHETHER IN LIQUIDATION OR UNDER ANY PLAN OF REORGANIZATION OR ARRANGEMENT OR OTHERWISE. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO AUTHORIZE THE TRUSTEE TO AUTHORIZE OR CONSENT TO OR ACCEPT OR ADOPT ON BEHALF OF ANY HOLDER ANY PLAN OF REORGANIZATION, ARRANGEMENT, ADJUSTMENT OR COMPOSITION AFFECTING THE NOTES OR THE RIGHTS OF ANY HOLDER, OR TO AUTHORIZE THE TRUSTEE TO VOTE IN RESPECT OF THE CLAIM OF ANY HOLDER IN ANY SUCH PROCEEDING.

SECTION 6.10 PRIORITIES.

SUBJECT TO THE SUBORDINATION PROVISIONS OF ARTICLE 10 HEREOF, IF THE TRUSTEE COLLECTS ANY MONEY PURSUANT TO THIS ARTICLE 6, IT SHALL PAY OUT THE MONEY IN THE FOLLOWING ORDER:

FIRST: TO THE TRUSTEE, ITS AGENTS AND ATTORNEYS FOR AMOUNTS DUE UNDER SECTION 7.07 HEREOF, INCLUDING PAYMENT OF ALL COMPENSATION, EXPENSE AND LIABILITIES INCURRED, AND ALL ADVANCES MADE, BY THE TRUSTEE AND THE COSTS AND EXPENSES OF COLLECTION;

SECOND: TO HOLDERS OF NOTES FOR AMOUNTS DUE AND UNPAID ON THE NOTES FOR PRINCIPAL, PREMIUM AND LIQUIDATED DAMAGES, IF ANY, AND INTEREST, RATABLY, WITHOUT PREFERENCE OR PRIORITY OF ANY KIND, ACCORDING TO THE AMOUNTS DUE AND PAYABLE ON THE NOTES FOR PRINCIPAL, PREMIUM AND LIQUIDATED DAMAGES, IF ANY AND INTEREST, RESPECTIVELY; AND

THIRD: TO THE COMPANY OR TO SUCH PARTY AS A COURT OF COMPETENT JURISDICTION SHALL DIRECT.

THE TRUSTEE MAY FIX A RECORD DATE AND PAYMENT DATE FOR ANY PAYMENT TO HOLDERS OF NOTES PURSUANT TO THIS SECTION 6.10.

SECTION 6.11 UNDERTAKING FOR COSTS.

IN ANY SUIT FOR THE ENFORCEMENT OF ANY RIGHT OR REMEDY UNDER THIS INDENTURE OR IN ANY SUIT AGAINST THE TRUSTEE FOR ANY ACTION TAKEN OR OMITTED BY IT AS A TRUSTEE, A COURT IN ITS DISCRETION MAY REQUIRE THE FILING BY ANY PARTY LITIGANT IN THE SUIT OF AN UNDERTAKING TO PAY THE COSTS OF THE SUIT, AND THE COURT IN ITS DISCRETION MAY ASSESS REASONABLE COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, AGAINST ANY PARTY LITIGANT IN THE SUIT, HAVING DUE REGARD TO THE MERITS AND GOOD FAITH OF THE CLAIMS OR DEFENSES MADE BY THE PARTY LITIGANT. THIS SECTION 6.11 DOES NOT APPLY TO A SUIT BY THE TRUSTEE, A SUIT BY A HOLDER OF A NOTE PURSUANT TO SECTION 6.07 HEREOF, OR A SUIT BY HOLDERS OF MORE THAN 10% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES.

ARTICLE 7.

TRUSTEE.

SECTION 7.01 DUTIES OF TRUSTEE.

(A) IF AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, THE TRUSTEE SHALL EXERCISE SUCH OF THE RIGHTS AND POWERS VESTED IN IT BY THIS INDENTURE, AND USE THE SAME DEGREE OF CARE AND SKILL IN ITS EXERCISE, AS A PRUDENT MAN WOULD EXERCISE OR USE UNDER THE CIRCUMSTANCES IN THE CONDUCT OF HIS OWN AFFAIRS.

(B) EXCEPT DURING THE CONTINUANCE OF AN EVENT OF DEFAULT:

(I)THE DUTIES OF THE TRUSTEE SHALL BE DETERMINED SOLELY BY THE EXPRESS PROVISIONS OF THIS INDENTURE AND THE TRUSTEE NEED PERFORM ONLY THOSE DUTIES THAT ARE SPECIFICALLY SET FORTH IN THIS INDENTURE AND NO OTHERS, AND NO IMPLIED COVENANTS OR OBLIGATIONS SHALL BE READ INTO THIS INDENTURE AGAINST THE TRUSTEE; AND

(II)IN THE ABSENCE OF BAD FAITH ON ITS PART, THE TRUSTEE MAY CONCLUSIVELY RELY, AS TO THE TRUTH OF THE STATEMENTS AND THE CORRECTNESS OF THE OPINIONS EXPRESSED THEREIN, UPON CERTIFICATES OR OPINIONS FURNISHED TO THE TRUSTEE AND CONFORMING TO THE REQUIREMENTS OF THIS INDENTURE. HOWEVER, THE TRUSTEE SHALL EXAMINE THE CERTIFICATES AND OPINIONS TO DETERMINE WHETHER OR NOT THEY CONFORM TO THE REQUIREMENTS OF THIS INDENTURE.

(C) THE TRUSTEE MAY NOT BE RELIEVED FROM LIABILITIES FOR ITS OWN NEGLIGENT ACTION, ITS OWN NEGLIGENT FAILURE TO ACT, OR ITS OWN WILLFUL MISCONDUCT, EXCEPT THAT:

(I)THIS PARAGRAPH DOES NOT LIMIT THE EFFECT OF PARAGRAPH (B) OF THIS SECTION 7.01;

(II)THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT MADE IN GOOD FAITH BY A RESPONSIBLE OFFICER, UNLESS IT IS PROVED THAT THE TRUSTEE WAS NEGLIGENT IN ASCERTAINING THE PERTINENT FACTS; AND

(III) THE TRUSTEE SHALL NOT BE LIABLE WITH RESPECT TO ANY ACTION IT TAKES OR OMITS TO TAKE IN GOOD FAITH IN ACCORDANCE WITH A DIRECTION RECEIVED BY IT PURSUANT TO SECTION 6.05 HEREOF.

(D) WHETHER OR NOT THEREIN EXPRESSLY SO PROVIDED, EVERY PROVISION OF THIS INDENTURE THAT IN ANY WAY RELATES TO THE TRUSTEE IS SUBJECT TO PARAGRAPHS (A), (B) AND (C) OF THIS SECTION 7.01.

(E) NO PROVISION OF THIS INDENTURE SHALL REQUIRE THE TRUSTEE TO EXPEND OR RISK ITS OWN FUNDS OR INCUR ANY LIABILITY. THE TRUSTEE SHALL BE UNDER NO OBLIGATION TO EXERCISE ANY OF ITS RIGHTS AND POWERS UNDER THIS INDENTURE AT THE REQUEST OF ANY HOLDERS, UNLESS SUCH HOLDER SHALL HAVE OFFERED TO THE TRUSTEE SECURITY AND INDEMNITY SATISFACTORY TO IT AGAINST ANY LOSS, LIABILITY OR EXPENSE.

(F) THE TRUSTEE SHALL NOT BE LIABLE FOR INTEREST ON ANY MONEY RECEIVED BY IT EXCEPT AS THE TRUSTEE MAY AGREE IN WRITING WITH THE COMPANY. MONEY HELD IN TRUST BY THE TRUSTEE NEED NOT BE SEGREGATED FROM OTHER FUNDS EXCEPT TO THE EXTENT REQUIRED BY LAW.

SECTION 7.02 RIGHTS OF TRUSTEE.

(A) THE TRUSTEE MAY CONCLUSIVELY RELY UPON ANY DOCUMENT BELIEVED BY IT TO BE GENUINE AND TO HAVE BEEN SIGNED OR PRESENTED BY THE PROPER PERSON. THE TRUSTEE NEED NOT INVESTIGATE ANY FACT OR MATTER STATED IN THE DOCUMENT.

(B) BEFORE THE TRUSTEE ACTS OR REFRAINS FROM ACTING, IT MAY REQUIRE AN OFFICERS' CERTIFICATE OR AN OPINION OF COUNSEL OR BOTH. THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ACTION IT TAKES OR OMITS TO TAKE IN GOOD FAITH IN RELIANCE ON SUCH OFFICERS' CERTIFICATE OR OPINION OF COUNSEL. THE TRUSTEE MAY CONSULT WITH COUNSEL AND THE WRITTEN

ADVICE OF SUCH COUNSEL OR ANY OPINION OF COUNSEL SHALL BE FULL AND COMPLETE AUTHORIZATION AND PROTECTION FROM LIABILITY IN RESPECT OF ANY ACTION TAKEN, SUFFERED OR OMITTED BY IT HEREUNDER IN GOOD FAITH AND IN RELIANCE THEREON.

(C) THE TRUSTEE MAY ACT THROUGH ITS ATTORNEYS AND AGENTS AND SHALL NOT BE RESPONSIBLE FOR THE MISCONDUCT OR NEGLIGENCE OF ANY AGENT APPOINTED WITH DUE CARE.

(D) THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ACTION IT TAKES OR OMITS TO TAKE IN GOOD FAITH THAT IT BELIEVES TO BE AUTHORIZED OR WITHIN THE RIGHTS OR POWERS CONFERRED UPON IT BY THIS INDENTURE.

(E) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS INDENTURE, ANY DEMAND, REQUEST, DIRECTION OR NOTICE FROM THE COMPANY SHALL BE SUFFICIENT IF SIGNED BY AN OFFICER OF THE COMPANY.

(F) THE TRUSTEE SHALL BE UNDER NO OBLIGATION TO EXERCISE ANY OF THE RIGHTS OR POWERS VESTED IN IT BY THIS INDENTURE AT THE REQUEST OR DIRECTION OF ANY OF THE HOLDERS UNLESS SUCH HOLDERS SHALL HAVE OFFERED TO THE TRUSTEE REASONABLE SECURITY OR INDEMNITY AGAINST THE COSTS, EXPENSES AND LIABILITIES THAT MIGHT BE INCURRED BY IT IN COMPLIANCE WITH SUCH REQUEST OR DIRECTION.

(G) EXCEPT WITH RESPECT TO SECTION 4.01, THE TRUSTEE SHALL HAVE NO DUTY TO INQUIRE AS TO THE PERFORMANCE OF THE COMPANY WITH RESPECT TO THE COVENANTS CONTAINED IN ARTICLE 4. IN ADDITION, THE TRUSTEE SHALL NOT BE DEEMED TO HAVE KNOWLEDGE OF AN EVENT OF DEFAULT EXCEPT (I) ANY DEFAULT OR EVENT OF DEFAULT OCCURRING PURSUANT TO SECTIONS 4.01, 6.01(A) OR 6.01(B) OR (II) ANY DEFAULT OR EVENT OF DEFAULT OF WHICH THE TRUSTEE SHALL HAVE RECEIVED WRITTEN NOTIFICATION OR OBTAINED ACTUAL KNOWLEDGE.

SECTION 7.03 INDIVIDUAL RIGHTS OF TRUSTEE.

THE TRUSTEE IN ITS INDIVIDUAL OR ANY OTHER CAPACITY MAY BECOME THE OWNER OR PLEDGEE OF NOTES AND MAY OTHERWISE DEAL WITH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WITH THE SAME RIGHTS IT WOULD HAVE IF IT WERE NOT TRUSTEE. HOWEVER, IN THE EVENT THAT THE TRUSTEE ACQUIRES ANY CONFLICTING INTEREST IT MUST ELIMINATE SUCH CONFLICT WITHIN 90 DAYS, APPLY TO THE SEC FOR PERMISSION TO CONTINUE AS TRUSTEE OR RESIGN. ANY AGENT MAY DO THE SAME WITH LIKE RIGHTS AND DUTIES. THE TRUSTEE IS ALSO SUBJECT TO SECTIONS 7.10 AND 7.11 HEREOF.

SECTION 7.04 TRUSTEE'S DISCLAIMER.

THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR AND MAKES NO REPRESENTATION AS TO THE VALIDITY OR ADEQUACY OF THIS INDENTURE OR THE NOTES, IT SHALL NOT BE ACCOUNTABLE FOR THE COMPANY'S USE OF THE PROCEEDS FROM THE NOTES OR ANY MONEY PAID TO THE COMPANY OR UPON THE COMPANY'S DIRECTION UNDER ANY PROVISION OF THIS INDENTURE, IT SHALL NOT BE RESPONSIBLE FOR THE USE OR APPLICATION OF ANY MONEY RECEIVED BY ANY PAYING AGENT OTHER THAN THE TRUSTEE, AND IT SHALL NOT BE RESPONSIBLE FOR ANY STATEMENT OR RECITAL HEREIN OR

ANY STATEMENT IN THE NOTES OR ANY OTHER DOCUMENT IN CONNECTION WITH THE SALE OF THE NOTES OR PURSUANT TO THIS INDENTURE OTHER THAN ITS CERTIFICATE OF AUTHENTICATION.

SECTION 7.05 NOTICE OF DEFAULTS.

IF A DEFAULT OR EVENT OF DEFAULT OCCURS AND IS CONTINUING AND IF IT IS KNOWN TO THE TRUSTEE, THE TRUSTEE SHALL MAIL TO HOLDERS OF NOTES A NOTICE OF THE DEFAULT OR EVENT OF DEFAULT WITHIN 90 DAYS AFTER IT OCCURS. EXCEPT IN THE CASE OF A DEFAULT OR EVENT OF DEFAULT IN PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON ANY NOTE, THE TRUSTEE MAY WITHHOLD THE NOTICE IF AND SO LONG AS A COMMITTEE OF ITS RESPONSIBLE OFFICERS IN GOOD FAITH DETERMINES THAT WITHHOLDING THE NOTICE IS IN THE INTERESTS OF THE HOLDERS OF THE NOTES.

SECTION 7.06 REPORTS BY TRUSTEE TO HOLDERS OF THE NOTES.

WITHIN 60 DAYS AFTER EACH MAY 15 BEGINNING WITH THE MAY 15 FOLLOWING THE DATE OF THIS INDENTURE, AND FOR SO LONG AS NOTES REMAIN OUTSTANDING, THE TRUSTEE SHALL MAIL TO THE HOLDERS OF THE NOTES A BRIEF REPORT DATED AS OF SUCH REPORTING DATE THAT COMPLIES WITH TIA SS. 313(A) (BUT IF NO EVENT DESCRIBED IN TIA SS. 313(A) HAS OCCURRED WITHIN THE TWELVE MONTHS PRECEDING THE REPORTING DATE, NO REPORT NEED BE TRANSMITTED). THE TRUSTEE ALSO SHALL COMPLY WITH TIA SS. 313(B)(2). THE TRUSTEE SHALL ALSO TRANSMIT BY MAIL ALL REPORTS AS REQUIRED BY TIA SS. 313(C).

A COPY OF EACH REPORT AT THE TIME OF ITS MAILING TO THE HOLDERS OF NOTES SHALL BE MAILED TO THE COMPANY AND FILED WITH THE SEC AND EACH STOCK EXCHANGE ON WHICH THE NOTES ARE LISTED IN ACCORDANCE WITH TIA SS. 313(D). THE COMPANY SHALL PROMPTLY NOTIFY THE TRUSTEE WHEN THE NOTES ARE LISTED ON ANY STOCK EXCHANGE.

SECTION 7.07 COMPENSATION AND INDEMNITY.

THE COMPANY SHALL PAY TO THE TRUSTEE FROM TIME TO TIME REASONABLE COMPENSATION FOR ITS ACCEPTANCE OF THIS INDENTURE AND SERVICES HEREUNDER. THE TRUSTEE'S COMPENSATION SHALL NOT BE LIMITED BY ANY LAW ON COMPENSATION OF A TRUSTEE OF AN EXPRESS TRUST. THE COMPANY SHALL REIMBURSE THE TRUSTEE PROMPTLY UPON REQUEST FOR ALL REASONABLE DISBURSEMENTS, ADVANCES AND EXPENSES INCURRED OR MADE BY IT IN ADDITION TO THE COMPENSATION FOR ITS SERVICES. SUCH EXPENSES SHALL INCLUDE THE REASONABLE COMPENSATION, DISBURSEMENTS AND EXPENSES OF THE TRUSTEE'S AGENTS AND COUNSEL.

THE COMPANY SHALL INDEMNIFY THE TRUSTEE AGAINST ANY AND ALL LOSSES, LIABILITIES OR EXPENSES INCURRED BY IT ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE OR ADMINISTRATION OF ITS DUTIES UNDER THIS INDENTURE, INCLUDING THE COSTS AND EXPENSES OF ENFORCING THIS INDENTURE AGAINST THE COMPANY (INCLUDING THIS SECTION 7.07) AND DEFENDING ITSELF AGAINST ANY CLAIM (WHETHER ASSERTED BY THE COMPANY, ANY HOLDER OR ANY OTHER PERSON) OR LIABILITY IN CONNECTION WITH THE EXERCISE OR PERFORMANCE OF ANY OF ITS POWERS OR DUTIES HEREUNDER, EXCEPT TO THE EXTENT ANY SUCH LOSS, LIABILITY OR EXPENSE MAY BE ATTRIBUTABLE TO ITS NEGLIGENCE OR BAD FAITH. THE TRUSTEE SHALL NOTIFY THE COMPANY PROMPTLY OF ANY CLAIM FOR WHICH IT MAY SEEK INDEMNITY. FAILURE BY THE TRUSTEE TO SO NOTIFY THE COMPANY SHALL NOT RELIEVE THE COMPANY OF ITS OBLIGATIONS HEREUNDER. THE

COMPANY SHALL DEFEND THE CLAIM AND THE TRUSTEE SHALL COOPERATE IN THE DEFENSE. THE TRUSTEE MAY HAVE SEPARATE COUNSEL AND THE COMPANY SHALL PAY THE REASONABLE FEES AND EXPENSES OF SUCH COUNSEL. THE COMPANY NEED NOT PAY FOR ANY SETTLEMENT MADE WITHOUT ITS CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

THE OBLIGATIONS OF THE COMPANY UNDER THIS SECTION 7.07 SHALL SURVIVE THE SATISFACTION AND DISCHARGE OF THIS INDENTURE.

TO SECURE THE COMPANY'S PAYMENT OBLIGATIONS IN THIS SECTION 7.07, THE TRUSTEE SHALL HAVE A LIEN PRIOR TO THE NOTES ON ALL MONEY OR PROPERTY HELD OR COLLECTED BY THE TRUSTEE, EXCEPT THAT HELD IN TRUST TO PAY PRINCIPAL AND INTEREST ON PARTICULAR NOTES. SUCH LIEN SHALL SURVIVE THE SATISFACTION AND DISCHARGE OF THIS INDENTURE.

WHEN THE TRUSTEE INCURS EXPENSES OR RENDERS SERVICES AFTER AN EVENT OF DEFAULT SPECIFIED IN SECTION 6.01(H) OR (I) HEREOF OCCURS, THE EXPENSES AND THE COMPENSATION FOR THE SERVICES (INCLUDING THE FEES AND EXPENSES OF ITS AGENTS AND COUNSEL) ARE INTENDED TO CONSTITUTE EXPENSES OF ADMINISTRATION UNDER ANY BANKRUPTCY LAW.

THE TRUSTEE SHALL COMPLY WITH THE PROVISIONS OF TIA SS. 313(B)(2) TO THE EXTENT APPLICABLE.

SECTION 7.08 REPLACEMENT OF TRUSTEE.

A RESIGNATION OR REMOVAL OF THE TRUSTEE AND APPOINTMENT OF A SUCCESSOR TRUSTEE SHALL BECOME EFFECTIVE ONLY UPON THE SUCCESSOR TRUSTEE'S ACCEPTANCE OF APPOINTMENT AS PROVIDED IN THIS SECTION 7.08.

THE TRUSTEE MAY RESIGN IN WRITING AT ANY TIME AND BE DISCHARGED FROM THE TRUST HEREBY CREATED BY SO NOTIFYING THE COMPANY. THE HOLDERS OF NOTES OF A MAJORITY IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY REMOVE THE TRUSTEE BY SO NOTIFYING THE TRUSTEE AND THE COMPANY IN WRITING. THE COMPANY MAY REMOVE THE TRUSTEE IF:

(A) THE TRUSTEE FAILS TO COMPLY WITH SECTION 7.10 HEREOF;

(B) THE TRUSTEE IS ADJUDGED A BANKRUPT OR AN INSOLVENT OR AN ORDER FOR RELIEF IS ENTERED WITH RESPECT TO THE TRUSTEE UNDER ANY BANKRUPTCY LAW;

(C) A CUSTODIAN OR PUBLIC OFFICER TAKES CHARGE OF THE TRUSTEE OR ITS PROPERTY; OR

(D) THE TRUSTEE BECOMES INCAPABLE OF ACTING.

IF THE TRUSTEE RESIGNS OR IS REMOVED OR IF A VACANCY EXISTS IN THE OFFICE OF TRUSTEE FOR ANY REASON, THE COMPANY SHALL PROMPTLY APPOINT A SUCCESSOR TRUSTEE. WITHIN ONE YEAR AFTER THE SUCCESSOR TRUSTEE TAKES OFFICE, THE HOLDERS OF A MAJORITY IN

PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY APPOINT A SUCCESSOR TRUSTEE TO REPLACE THE SUCCESSOR TRUSTEE APPOINTED BY THE COMPANY.

IF A SUCCESSOR TRUSTEE DOES NOT TAKE OFFICE WITHIN 60 DAYS AFTER THE RETIRING TRUSTEE RESIGNS OR IS REMOVED, THE RETIRING TRUSTEE, THE COMPANY, OR THE HOLDERS OF NOTES OF AT LEAST 10% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY PETITION ANY COURT OF COMPETENT JURISDICTION FOR THE APPOINTMENT OF A SUCCESSOR TRUSTEE.

IF THE TRUSTEE, AFTER WRITTEN REQUEST BY ANY HOLDER OF A NOTE WHO HAS BEEN A HOLDER OF A NOTE FOR AT LEAST SIX MONTHS, FAILS TO COMPLY WITH SECTION 7.10 HEREOF, SUCH HOLDER OF A NOTE MAY PETITION ANY COURT OF COMPETENT JURISDICTION FOR THE REMOVAL OF THE TRUSTEE AND THE APPOINTMENT OF A SUCCESSOR TRUSTEE.

A SUCCESSOR TRUSTEE SHALL DELIVER A WRITTEN ACCEPTANCE OF ITS APPOINTMENT TO THE RETIRING TRUSTEE AND TO THE COMPANY. THEREUPON, THE RESIGNATION OR REMOVAL OF THE RETIRING TRUSTEE SHALL BECOME EFFECTIVE, AND THE SUCCESSOR TRUSTEE SHALL HAVE ALL THE RIGHTS, POWERS AND DUTIES OF THE TRUSTEE UNDER THIS INDENTURE. THE SUCCESSOR TRUSTEE SHALL MAIL A NOTICE OF ITS SUCCESSION TO HOLDERS OF THE NOTES. THE RETIRING TRUSTEE SHALL PROMPTLY TRANSFER ALL PROPERTY HELD BY IT AS TRUSTEE TO THE SUCCESSOR TRUSTEE, PROVIDED ALL SUMS OWING TO THE TRUSTEE HEREUNDER HAVE BEEN PAID AND SUBJECT TO THE LIEN PROVIDED FOR IN SECTION 7.07 HEREOF. NOTWITHSTANDING REPLACEMENT OF THE TRUSTEE PURSUANT TO THIS SECTION 7.08, THE COMPANY'S OBLIGATIONS UNDER SECTION 7.07 HEREOF SHALL CONTINUE FOR THE BENEFIT OF THE RETIRING TRUSTEE.

SECTION 7.09 SUCCESSOR TRUSTEE BY MERGER, ETC.

IF THE TRUSTEE CONSOLIDATES, MERGES OR CONVERTS INTO, OR TRANSFERS ALL OR SUBSTANTIALLY ALL OF ITS CORPORATE TRUST BUSINESS TO, ANOTHER CORPORATION, THE SUCCESSOR CORPORATION WITHOUT ANY FURTHER ACT SHALL BE THE SUCCESSOR TRUSTEE.

SECTION 7.10 ELIGIBILITY; DISQUALIFICATION.

THERE SHALL AT ALL TIMES BE A TRUSTEE HEREUNDER THAT IS A CORPORATION ORGANIZED AND DOING BUSINESS UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE THEREOF THAT IS AUTHORIZED UNDER SUCH LAWS TO EXERCISE CORPORATE TRUSTEE POWER, THAT IS SUBJECT TO SUPERVISION OR EXAMINATION BY FEDERAL OR STATE AUTHORITIES AND THAT HAS A COMBINED CAPITAL AND SURPLUS OF AT LEAST $50.0 MILLION AS SET FORTH IN ITS MOST RECENT PUBLISHED ANNUAL REPORT OF CONDITION.

THIS INDENTURE SHALL ALWAYS HAVE A TRUSTEE WHO SATISFIES THE REQUIREMENTS OF TIA SS. 310(A)(1), (2) AND (5). THE TRUSTEE IS SUBJECT TO TIA SS. 310(B).

SECTION 7.11 PREFERENTIAL COLLECTION OF CLAIMS AGAINST COMPANY.

THE TRUSTEE IS SUBJECT TO TIA SS. 311(A), EXCLUDING ANY CREDITOR RELATIONSHIP LISTED IN TIA SS. 311(B). A TRUSTEE WHO HAS RESIGNED OR BEEN REMOVED SHALL BE SUBJECT TO TIA SS. 311(A) TO THE EXTENT INDICATED THEREIN.

ARTICLE 8.

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.01 OPTION TO EFFECT LEGAL DEFEASANCE OR COVENANT DEFEASANCE.

THE COMPANY MAY, AT THE OPTION OF ITS BOARD OF DIRECTORS EVIDENCED BY A RESOLUTION SET FORTH IN AN OFFICERS' CERTIFICATE, AT ANY TIME, ELECT TO HAVE EITHER SECTION 8.02 OR 8.03 HEREOF BE APPLIED TO ALL OUTSTANDING NOTES UPON COMPLIANCE WITH THE CONDITIONS SET FORTH BELOW IN THIS ARTICLE 8.

SECTION 8.02 LEGAL DEFEASANCE AND DISCHARGE.

UPON THE COMPANY'S EXERCISE UNDER SECTION 8.01 HEREOF OF THE OPTION APPLICABLE TO THIS SECTION 8.02, THE COMPANY SHALL, SUBJECT TO THE SATISFACTION OF THE CONDITIONS SET FORTH IN SECTION 8.04 HEREOF, BE DEEMED TO HAVE BEEN DISCHARGED FROM ITS OBLIGATIONS WITH RESPECT TO ALL OUTSTANDING NOTES ON THE DATE THE CONDITIONS SET FORTH BELOW ARE SATISFIED (HEREINAFTER, "LEGAL DEFEASANCE"). FOR THIS PURPOSE, LEGAL DEFEASANCE MEANS THAT THE COMPANY SHALL BE DEEMED TO HAVE PAID AND DISCHARGED THE ENTIRE INDEBTEDNESS REPRESENTED BY THE OUTSTANDING NOTES WHICH SHALL THEREAFTER BE DEEMED TO BE "OUTSTANDING" ONLY FOR THE PURPOSES OF SECTION 8.05 HEREOF AND THE OTHER SECTIONS OF THIS INDENTURE REFERRED TO IN (A) AND (B) BELOW, AND TO HAVE SATISFIED ALL OF ITS OTHER OBLIGATIONS UNDER SUCH NOTES AND THIS INDENTURE (AND THE TRUSTEE, ON DEMAND OF AND AT THE EXPENSE OF THE COMPANY, SHALL EXECUTE PROPER INSTRUMENTS ACKNOWLEDGING THE SAME), EXCEPT FOR THE FOLLOWING PROVISIONS WHICH SHALL SURVIVE UNTIL OTHERWISE TERMINATED OR DISCHARGED HEREUNDER: (A) THE RIGHTS OF HOLDERS OF OUTSTANDING NOTES TO RECEIVE PAYMENTS IN RESPECT OF THE PRINCIPAL OF AND PREMIUM, INTEREST AND LIQUIDATED DAMAGES, IF ANY, ON THE NOTES WHEN SUCH PAYMENTS ARE DUE SOLELY FROM THE TRUST FUND DESCRIBED IN SECTION 8.04 HEREOF, AND AS MORE FULLY SET FORTH IN SUCH SECTION, (B) THE COMPANY'S OBLIGATIONS WITH RESPECT TO THE NOTES UNDER SECTIONS 2.03, 2.04, 2.05, 2.06, 2.07 AND SECTION 4.02 HEREOF, (C) THE RIGHTS, POWERS, TRUSTS, DUTIES AND IMMUNITIES OF THE TRUSTEE HEREUNDER AND THE COMPANY'S OBLIGATIONS IN CONNECTION THEREWITH AND (D) THIS ARTICLE 8. SUBJECT TO COMPLIANCE WITH THIS ARTICLE 8, THE COMPANY MAY EXERCISE ITS OPTION UNDER THIS SECTION 8.02 NOTWITHSTANDING THE PRIOR EXERCISE OF ITS OPTION UNDER SECTION 8.03 HEREOF.

SECTION 8.03 COVENANT DEFEASANCE.

UPON THE COMPANY'S EXERCISE UNDER SECTION 8.01 HEREOF OF THE OPTION APPLICABLE TO THIS SECTION 8.03, THE COMPANY SHALL, SUBJECT TO THE SATISFACTION OF THE CONDITIONS SET FORTH IN SECTION 8.04 HEREOF, BE RELEASED FROM ITS OBLIGATIONS UNDER THE COVENANTS CONTAINED IN SECTIONS 4.03, 4.04, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.16 AND 4.17 HEREOF AND THE OPERATION OF SECTION 5.01(IV) WITH RESPECT TO THE OUTSTANDING NOTES ON AND AFTER THE DATE THE CONDITIONS SET FORTH IN SECTION 8.04 ARE SATISFIED (HEREINAFTER, "COVENANT DEFEASANCE"), AND THE NOTES SHALL THEREAFTER BE DEEMED NOT "OUTSTANDING" FOR THE PURPOSES OF ANY DIRECTION, WAIVER, CONSENT OR DECLARATION OR ACT OF HOLDERS (AND THE CONSEQUENCES OF ANY THEREOF) IN CONNECTION WITH SUCH COVENANTS, BUT SHALL CONTINUE TO BE DEEMED "OUTSTANDING" FOR ALL OTHER PURPOSES HEREUNDER (IT BEING UNDERSTOOD THAT SUCH NOTES SHALL NOT BE DEEMED OUTSTANDING FOR ACCOUNTING PURPOSES). FOR THIS PURPOSE, "COVENANT DEFEASANCE" MEANS THAT, WITH RESPECT TO THE OUTSTANDING NOTES THE COMPANY MAY OMIT TO COMPLY WITH AND SHALL HAVE NO LIABILITY IN RESPECT OF ANY TERM, CONDITION OR LIMITATION SET FORTH IN ANY SUCH

COVENANT, WHETHER DIRECTLY OR INDIRECTLY, BY REASON OF ANY REFERENCE ELSEWHERE HEREIN TO ANY SUCH COVENANT OR BY REASON OF ANY REFERENCE IN ANY SUCH COVENANT TO ANY OTHER PROVISION HEREIN OR IN ANY OTHER DOCUMENT AND SUCH OMISSION TO COMPLY SHALL NOT CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER SECTION 6.01 HEREOF, BUT, EXCEPT AS SPECIFIED ABOVE, THE REMAINDER OF THIS INDENTURE, SUCH NOTES SHALL BE UNAFFECTED THEREBY. IN ADDITION, UPON THE COMPANY'S EXERCISE UNDER SECTION 8.01 HEREOF OF THE OPTION APPLICABLE TO THIS SECTION 8.03 HEREOF, SUBJECT TO THE SATISFACTION OF THE CONDITIONS SET FORTH IN SECTION 8.04 HEREOF, SECTIONS 6.01(D) THROUGH 6.01(G) HEREOF SHALL NOT CONSTITUTE EVENTS OF DEFAULT.

SECTION 8.04 CONDITIONS TO LEGAL OR COVENANT DEFEASANCE.

THE FOLLOWING SHALL BE THE CONDITIONS TO THE APPLICATION OF EITHER SECTION 8.02 OR 8.03 HEREOF TO THE OUTSTANDING NOTES:

IN ORDER TO EXERCISE EITHER LEGAL DEFEASANCE OR COVENANT DEFEASANCE:

(A) THE COMPANY MUST IRREVOCABLY DEPOSIT WITH THE TRUSTEE, IN TRUST, FOR THE BENEFIT OF THE HOLDERS OF THE NOTES, CASH IN U.S. DOLLARS, NON-CALLABLE GOVERNMENT SECURITIES, OR A COMBINATION THEREOF, IN SUCH AMOUNTS AS WILL BE SUFFICIENT, IN THE OPINION OF A NATIONALLY RECOGNIZED FIRM OF INDEPENDENT PUBLIC ACCOUNTANTS, TO PAY THE PRINCIPAL OF AND PREMIUM, INTEREST AND LIQUIDATED DAMAGES, IF ANY, ON THE OUTSTANDING NOTES ON THE STATED MATURITY OR ON THE APPLICABLE REDEMPTION DATE, AS THE CASE MAY BE, AND THE COMPANY MUST SPECIFY WHETHER THE NOTES ARE BEING DEFEASED TO MATURITY OR TO A PARTICULAR REDEMPTION DATE;

(B) IN THE CASE OF AN ELECTION UNDER SECTION 8.02 HEREOF, THE COMPANY SHALL HAVE DELIVERED TO THE TRUSTEE AN OPINION OF COUNSEL IN THE UNITED STATES REASONABLY ACCEPTABLE TO THE TRUSTEE CONFIRMING THAT (I) THE COMPANY HAS RECEIVED FROM, OR THERE HAS BEEN PUBLISHED BY, THE INTERNAL REVENUE SERVICE A RULING OR (II) SINCE THE CLOSING DATE, THERE HAS BEEN A CHANGE IN THE APPLICABLE FEDERAL INCOME TAX LAW, IN EITHER CASE TO THE EFFECT THAT, AND BASED THEREON SUCH OPINION OF COUNSEL SHALL CONFIRM THAT, THE HOLDERS OF THE OUTSTANDING NOTES WILL NOT RECOGNIZE INCOME, GAIN OR LOSS FOR FEDERAL INCOME TAX PURPOSES AS A RESULT OF SUCH LEGAL DEFEASANCE AND WILL BE SUBJECT TO FEDERAL INCOME TAX ON THE SAME AMOUNTS, IN THE SAME MANNER AND AT THE SAME TIMES AS WOULD HAVE BEEN THE CASE IF SUCH LEGAL DEFEASANCE HAD NOT OCCURRED;

(C) IN THE CASE OF AN ELECTION UNDER SECTION 8.03 HEREOF, THE COMPANY SHALL HAVE DELIVERED TO THE TRUSTEE AN OPINION OF COUNSEL IN THE UNITED STATES REASONABLY ACCEPTABLE TO THE TRUSTEE CONFIRMING THAT THE HOLDERS OF THE OUTSTANDING NOTES WILL NOT RECOGNIZE INCOME, GAIN OR LOSS FOR FEDERAL INCOME TAX PURPOSES AS A RESULT OF SUCH COVENANT DEFEASANCE AND WILL BE SUBJECT TO FEDERAL INCOME TAX ON THE SAME AMOUNTS, IN THE SAME MANNER AND AT THE SAME TIMES AS WOULD HAVE BEEN THE CASE IF SUCH COVENANT DEFEASANCE HAD NOT OCCURRED;

(D) NO DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING ON THE DATE OF SUCH DEPOSIT (OTHER THAN A DEFAULT OR EVENT OF DEFAULT RESULTING FROM THE BORROWING OF FUNDS TO BE APPLIED TO SUCH DEPOSIT) OR INSOFAR AS SECTIONS 6.01(H) OR 6.01(I) HEREOF IS CONCERNED, AT ANY TIME IN THE PERIOD ENDING ON THE 91ST DAY AFTER THE DATE OF DEPOSIT;

(E) SUCH LEGAL DEFEASANCE OR COVENANT DEFEASANCE SHALL NOT RESULT IN A BREACH OR VIOLATION OF, OR CONSTITUTE A DEFAULT UNDER, ANY MATERIAL AGREEMENT OR INSTRUMENT (OTHER THAN THIS INDENTURE) TO WHICH THE COMPANY OR ANY OF ITS SUBSIDIARIES IS A PARTY OR BY WHICH THE COMPANY OR ANY OF ITS SUBSIDIARIES IS BOUND;

(F) THE COMPANY SHALL HAVE DELIVERED TO THE TRUSTEE AN OPINION OF COUNSEL TO THE EFFECT THAT AFTER THE 91ST DAY FOLLOWING THE DEPOSIT, THE TRUST FUNDS WILL NOT BE SUBJECT TO THE EFFECT OF ANY APPLICABLE BANKRUPTCY, INSOLVENCY, REORGANIZATION OR SIMILAR LAWS AFFECTING CREDITORS' RIGHTS GENERALLY;

(G) THE COMPANY SHALL HAVE DELIVERED TO THE TRUSTEE AN OFFICERS' CERTIFICATE STATING THAT THE DEPOSIT WAS NOT MADE BY THE COMPANY WITH THE INTENT OF PREFERRING THE HOLDERS OF NOTES OVER THE OTHER CREDITORS OF THE COMPANY OR WITH THE INTENT OF DEFEATING, HINDERING, DELAYING OR DEFRAUDING ANY OTHER CREDITORS OF THE COMPANY OR OTHERS; AND

(H) THE COMPANY SHALL HAVE DELIVERED TO THE TRUSTEE AN OFFICERS' CERTIFICATE AND AN OPINION OF COUNSEL, EACH STATING THAT ALL CONDITIONS PRECEDENT PROVIDED FOR OR RELATING TO THE LEGAL DEFEASANCE OR THE COVENANT DEFEASANCE HAVE BEEN COMPLIED WITH.

SECTION 8.05 DEPOSITED MONEY AND GOVERNMENT SECURITIES TO BE HELD IN TRUST; OTHER MISCELLANEOUS PROVISIONS.

SUBJECT TO SECTION 8.06 HEREOF, ALL MONEY AND NON-CALLABLE GOVERNMENT SECURITIES (INCLUDING THE PROCEEDS THEREOF) DEPOSITED WITH THE TRUSTEE (OR OTHER QUALIFYING TRUSTEE, COLLECTIVELY FOR PURPOSES OF THIS SECTION 8.05, THE "TRUSTEE") PURSUANT TO SECTION 8.04 HEREOF IN RESPECT OF THE OUTSTANDING NOTES SHALL BE HELD IN TRUST AND APPLIED BY THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF SUCH NOTES AND THIS INDENTURE, TO THE PAYMENT, EITHER DIRECTLY OR THROUGH ANY PAYING AGENT (INCLUDING THE COMPANY ACTING AS PAYING AGENT) AS THE TRUSTEE MAY DETERMINE, TO THE HOLDERS OF SUCH NOTES OF ALL SUMS DUE AND TO BECOME DUE THEREON IN RESPECT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST, BUT SUCH MONEY NEED NOT BE SEGREGATED FROM OTHER FUNDS EXCEPT TO THE EXTENT REQUIRED BY LAW.

THE COMPANY SHALL PAY AND INDEMNIFY THE TRUSTEE AGAINST ANY TAX, FEE OR OTHER CHARGE IMPOSED ON OR ASSESSED AGAINST THE CASH OR NON-CALLABLE GOVERNMENT SECURITIES DEPOSITED PURSUANT TO SECTION 8.04 HEREOF OR THE PRINCIPAL AND INTEREST RECEIVED IN RESPECT THEREOF OTHER THAN ANY SUCH TAX, FEE OR OTHER CHARGE WHICH BY LAW IS FOR THE ACCOUNT OF THE HOLDERS OF THE OUTSTANDING NOTES.

ANYTHING IN THIS ARTICLE 8 TO THE CONTRARY NOTWITHSTANDING, THE TRUSTEE SHALL DELIVER OR PAY TO THE COMPANY FROM TIME TO TIME UPON THE REQUEST OF THE COMPANY ANY MONEY OR NON-CALLABLE GOVERNMENT SECURITIES HELD BY IT AS PROVIDED IN SECTION 8.04 HEREOF WHICH, IN THE OPINION OF A NATIONALLY RECOGNIZED FIRM OF INDEPENDENT PUBLIC ACCOUNTANTS EXPRESSED IN A WRITTEN CERTIFICATION THEREOF DELIVERED TO THE TRUSTEE (WHICH MAY BE THE OPINION DELIVERED UNDER SECTION 8.04(A) HEREOF), ARE IN EXCESS OF THE AMOUNT THEREOF THAT WOULD THEN BE REQUIRED TO BE DEPOSITED TO EFFECT AN EQUIVALENT LEGAL DEFEASANCE OR COVENANT DEFEASANCE.

SECTION 8.06 REPAYMENT TO COMPANY.

ANY MONEY DEPOSITED WITH THE TRUSTEE OR ANY PAYING AGENT, OR THEN HELD BY THE COMPANY, IN TRUST FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, INTEREST AND LIQUIDATED DAMAGES, IF ANY, ON ANY NOTE AND REMAINING UNCLAIMED FOR TWO YEARS AFTER SUCH PRINCIPAL, AND PREMIUM, IF ANY, OR INTEREST HAS BECOME DUE AND PAYABLE SHALL BE PAID TO THE COMPANY ON ITS REQUEST OR (IF THEN HELD BY THE COMPANY) AND SHALL BE DISCHARGED FROM SUCH TRUST; AND THE HOLDER OF SUCH NOTE SHALL THEREAFTER, AS A GENERAL CREDITOR, LOOK ONLY TO THE COMPANY FOR PAYMENT THEREOF, AND ALL LIABILITY OF THE TRUSTEE OR SUCH PAYING AGENT WITH RESPECT TO SUCH TRUST MONEY, AND ALL LIABILITY OF THE COMPANY AS TRUSTEE THEREOF, SHALL THEREUPON CEASE; PROVIDED, HOWEVER, THAT THE TRUSTEE OR SUCH PAYING AGENT, BEFORE BEING REQUIRED TO MAKE ANY SUCH REPAYMENT, SHALL, IF THE COMPANY SO REQUESTS AND AT THE EXPENSE OF THE COMPANY, CAUSE TO BE PUBLISHED ONCE, IN THE NEW YORK TIMES AND THE WALL STREET JOURNAL (NATIONAL EDITION), NOTICE THAT SUCH MONEY REMAINS UNCLAIMED AND THAT, AFTER A DATE SPECIFIED THEREIN, WHICH SHALL NOT BE LESS THAN 30 DAYS FROM THE DATE OF SUCH NOTIFICATION OR PUBLICATION, ANY UNCLAIMED BALANCE OF SUCH MONEY THEN REMAINING WILL BE REPAID TO THE COMPANY.

SECTION 8.07 REINSTATEMENT.

IF THE TRUSTEE OR PAYING AGENT IS UNABLE TO APPLY ANY U.S. DOLLARS OR NON-CALLABLE GOVERNMENT SECURITIES IN ACCORDANCE WITH SECTION 8.02 OR 8.03 HEREOF, AS THE CASE MAY BE, BY REASON OF ANY ORDER OR JUDGMENT OF ANY COURT OR GOVERNMENTAL AUTHORITY ENJOINING, RESTRAINING OR OTHERWISE PROHIBITING SUCH APPLICATION, THEN THE COMPANY'S OBLIGATIONS UNDER THIS INDENTURE AND THE NOTES SHALL BE REVIVED AND REINSTATED AS THOUGH NO DEPOSIT HAD OCCURRED PURSUANT TO SECTION 8.02 OR 8.03 HEREOF UNTIL SUCH TIME AS THE TRUSTEE OR PAYING AGENT IS PERMITTED TO APPLY ALL SUCH MONEY IN ACCORDANCE WITH SECTION 8.02 OR 8.03 HEREOF, AS THE CASE MAY BE; PROVIDED, HOWEVER, THAT, IF THE COMPANY MAKES ANY PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON ANY NOTE FOLLOWING THE REINSTATEMENT OF ITS OBLIGATIONS, THE COMPANY SHALL BE SUBROGATED TO THE RIGHTS OF THE HOLDERS OF SUCH NOTES TO RECEIVE SUCH PAYMENT FROM THE MONEY HELD BY THE TRUSTEE OR PAYING AGENT.

ARTICLE 9.

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.01 WITHOUT CONSENT OF HOLDERS OF NOTES.

NOTWITHSTANDING SECTION 9.02 OF THIS INDENTURE, THE COMPANY AND THE TRUSTEE MAY AMEND OR SUPPLEMENT THIS INDENTURE OR THE NOTES WITHOUT THE CONSENT OF ANY HOLDER OF A NOTE:

(A) TO CURE ANY AMBIGUITY, DEFECT OR INCONSISTENCY;

(B) TO PROVIDE FOR UNCERTIFICATED NOTES IN ADDITION TO OR IN PLACE OF CERTIFICATED NOTES;

(C) TO PROVIDE FOR THE ASSUMPTION OF THE COMPANY'S OBLIGATIONS TO THE HOLDERS OF THE NOTES IN THE CASE OF A MERGER OR CONSOLIDATION PURSUANT TO ARTICLE 5 HEREOF;

(D) TO MAKE ANY CHANGE THAT WOULD PROVIDE ANY ADDITIONAL RIGHTS OR BENEFITS TO THE HOLDERS OF NOTES OR THAT DOES NOT ADVERSELY AFFECT THE LEGAL RIGHTS HEREUNDER OF ANY SUCH HOLDER; OR

(E) TO COMPLY WITH REQUIREMENTS OF THE SEC IN ORDER TO EFFECT OR MAINTAIN THE QUALIFICATION OF THIS INDENTURE UNDER THE TIA.

UPON THE REQUEST OF THE COMPANY ACCOMPANIED BY A RESOLUTION OF ITS BOARD OF DIRECTORS AUTHORIZING THE EXECUTION OF ANY SUCH AMENDED OR SUPPLEMENTAL INDENTURE, AND UPON RECEIPT BY THE TRUSTEE OF THE DOCUMENTS DESCRIBED IN SECTION 7.02 HEREOF, THE TRUSTEE SHALL JOIN WITH THE COMPANY IN THE EXECUTION OF ANY AMENDED OR SUPPLEMENTAL INDENTURE AUTHORIZED OR PERMITTED BY THE TERMS OF THIS INDENTURE AND TO MAKE ANY FURTHER APPROPRIATE AGREEMENTS AND STIPULATIONS THAT MAY BE THEREIN CONTAINED, BUT THE TRUSTEE SHALL NOT BE OBLIGATED TO ENTER INTO SUCH AMENDED OR SUPPLEMENTAL INDENTURE THAT AFFECTS ITS OWN RIGHTS, DUTIES OR IMMUNITIES UNDER THIS INDENTURE OR OTHERWISE.

SECTION 9.02 WITH CONSENT OF HOLDERS OF NOTES.

EXCEPT AS PROVIDED BELOW IN THIS SECTION 9.02, THE COMPANY AND THE TRUSTEE MAY AMEND OR SUPPLEMENT THIS INDENTURE (INCLUDING SECTIONS 3.09, 4.10 AND 4.14 HEREOF) AND THE NOTES WITH THE CONSENT OF THE HOLDERS OF AT LEAST A MAJORITY IN PRINCIPAL AMOUNT OF THE NOTES THEN OUTSTANDING (INCLUDING, WITHOUT LIMITATION, CONSENTS OBTAINED IN CONNECTION WITH A PURCHASE OF, OR TENDER OFFER OR EXCHANGE OFFER FOR, NOTES), AND, SUBJECT TO SECTIONS 6.04 AND 6.07 HEREOF, ANY EXISTING DEFAULT OR EVENT OF DEFAULT OR COMPLIANCE WITH ANY PROVISION OF THIS INDENTURE OR THE NOTES MAY BE WAIVED WITH THE CONSENT OF THE HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES (INCLUDING CONSENTS OBTAINED IN CONNECTION WITH A TENDER OFFER OR EXCHANGE OFFER FOR NOTES).

UPON THE REQUEST OF THE COMPANY ACCOMPANIED BY A RESOLUTION OF ITS BOARD OF DIRECTORS AUTHORIZING THE EXECUTION OF ANY SUCH AMENDED OR SUPPLEMENTAL INDENTURE, AND UPON THE FILING WITH THE TRUSTEE OF EVIDENCE SATISFACTORY TO THE TRUSTEE OF THE CONSENT OF THE HOLDERS OF NOTES AS AFORESAID, AND UPON RECEIPT BY THE TRUSTEE OF THE DOCUMENTS DESCRIBED IN SECTION 7.02 HEREOF, THE TRUSTEE SHALL JOIN WITH THE

COMPANY IN THE EXECUTION OF SUCH AMENDED OR SUPPLEMENTAL INDENTURE UNLESS SUCH AMENDED OR SUPPLEMENTAL INDENTURE DIRECTLY AFFECTS THE TRUSTEE'S OWN RIGHTS, DUTIES OR IMMUNITIES UNDER THIS INDENTURE OR OTHERWISE, IN WHICH CASE THE TRUSTEE MAY IN ITS DISCRETION, BUT SHALL NOT BE OBLIGATED TO, ENTER INTO SUCH AMENDED OR SUPPLEMENTAL INDENTURE.

IT SHALL NOT BE NECESSARY FOR THE CONSENT OF THE HOLDERS OF NOTES UNDER THIS SECTION 9.02 TO APPROVE THE PARTICULAR FORM OF ANY PROPOSED AMENDMENT OR WAIVER, BUT IT SHALL BE SUFFICIENT IF SUCH CONSENT APPROVES THE SUBSTANCE THEREOF.

AFTER AN AMENDMENT, SUPPLEMENT OR WAIVER UNDER THIS SECTION 9.02 BECOMES EFFECTIVE, THE COMPANY SHALL MAIL TO THE HOLDERS OF NOTES AFFECTED THEREBY A NOTICE BRIEFLY DESCRIBING THE AMENDMENT, SUPPLEMENT OR WAIVER. ANY FAILURE OF THE COMPANY TO MAIL SUCH NOTICE, OR ANY DEFECT THEREIN, SHALL NOT, HOWEVER, IN ANY WAY IMPAIR OR AFFECT THE VALIDITY OF ANY SUCH AMENDED OR SUPPLEMENTAL INDENTURE OR WAIVER. SUBJECT TO SECTIONS 6.04 AND 6.07 HEREOF, THE HOLDERS OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE NOTES THEN OUTSTANDING MAY WAIVE COMPLIANCE IN A PARTICULAR INSTANCE BY THE COMPANY WITH ANY PROVISION OF THIS INDENTURE OR THE NOTES. HOWEVER, WITHOUT THE CONSENT OF EACH HOLDER AFFECTED, AN AMENDMENT OR WAIVER UNDER THIS SECTION 9.02 MAY NOT (WITH RESPECT TO ANY NOTES HELD BY A NON-CONSENTING HOLDER):

(A) REDUCE THE PRINCIPAL AMOUNT OF NOTES WHOSE HOLDERS MUST CONSENT TO AN AMENDMENT, SUPPLEMENT OR WAIVER;

(B) REDUCE THE PRINCIPAL OF OR CHANGE THE FIXED MATURITY OF ANY NOTE OR ALTER THE PROVISIONS WITH RESPECT TO THE REDEMPTION OF THE NOTES, EXCEPT WITH RESPECT TO SECTIONS 3.09, 4.10 AND 4.14 HEREOF;

(C) REDUCE THE RATE OF OR CHANGE THE TIME FOR PAYMENT OF INTEREST ON ANY NOTE;

(D) WAIVE A DEFAULT OR EVENT OF DEFAULT IN THE PAYMENT OF PRINCIPAL OF OR PREMIUM, INTEREST OR LIQUIDATED DAMAGES, IF ANY, ON THE NOTES (EXCEPT A RESCISSION OF ACCELERATION OF THE NOTES BY THE HOLDERS OF AT LEAST A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE NOTES AND A WAIVER OF THE PAYMENT DEFAULT THAT RESULTED FROM SUCH ACCELERATION);

(E) MAKE ANY NOTE PAYABLE IN MONEY OTHER THAN THAT STATED IN THE NOTES;

(F) MAKE ANY CHANGE IN THE PROVISIONS OF THIS INDENTURE RELATING TO WAIVERS OF PAST DEFAULTS OR THE RIGHTS OF HOLDERS OF NOTES TO RECEIVE PAYMENTS OF PRINCIPAL OF OR PREMIUM, INTEREST OR LIQUIDATED DAMAGES, IF ANY, ON THE NOTES; OR

(G) WAIVE A REDEMPTION PAYMENT WITH RESPECT TO ANY NOTE (OTHER THAN A PAYMENT REQUIRED BY SECTION 3.09, 4.10, OR 4.14 HEREOF); OR

(H) MAKE ANY CHANGE IN THE FOREGOING AMENDMENT AND WAIVER PROVISIONS.

SECTION 9.03 COMPLIANCE WITH TRUST INDENTURE ACT.

EVERY AMENDMENT OR SUPPLEMENT TO THIS INDENTURE AND THE NOTES SHALL BE SET FORTH IN A AMENDED OR SUPPLEMENTAL INDENTURE THAT COMPLIES WITH THE TIA AS THEN IN EFFECT.

SECTION 9.04 REVOCATION AND EFFECT OF CONSENTS.

UNTIL AN AMENDMENT, SUPPLEMENT OR WAIVER BECOMES EFFECTIVE, A CONSENT TO IT BY A HOLDER OF A NOTE IS A CONTINUING CONSENT BY THE HOLDER OF A NOTE AND EVERY SUBSEQUENT HOLDER OF A NOTE OR PORTION OF A NOTE THAT EVIDENCES THE SAME DEBT AS THE CONSENTING HOLDER'S NOTE, EVEN IF NOTATION OF THE CONSENT IS NOT MADE ON ANY NOTE. HOWEVER, ANY SUCH HOLDER OF A NOTE OR SUBSEQUENT HOLDER OF A NOTE MAY REVOKE THE CONSENT AS TO ITS NOTE IF THE TRUSTEE RECEIVES WRITTEN NOTICE OF REVOCATION BEFORE THE DATE THE WAIVER, SUPPLEMENT OR AMENDMENT BECOMES EFFECTIVE. AN AMENDMENT, SUPPLEMENT OR WAIVER BECOMES EFFECTIVE IN ACCORDANCE WITH ITS TERMS AND THEREAFTER BINDS EVERY HOLDER.

SECTION 9.05 NOTATION ON OR EXCHANGE OF NOTES.

THE TRUSTEE MAY PLACE AN APPROPRIATE NOTATION ABOUT AN AMENDMENT, SUPPLEMENT OR WAIVER ON ANY NOTE THEREAFTER AUTHENTICATED. THE COMPANY MAY ISSUE AND THE TRUSTEE SHALL, UPON RECEIPT OF AN AUTHENTICATION ORDER, AUTHENTICATE NEW NOTES IN EXCHANGE FOR ALL NOTES THAT REFLECT THE AMENDMENT, SUPPLEMENT OR WAIVER.

FAILURE TO MAKE THE APPROPRIATE NOTATION OR ISSUE A NEW NOTE SHALL NOT AFFECT THE VALIDITY AND EFFECT OF SUCH AMENDMENT, SUPPLEMENT OR WAIVER.

SECTION 9.06 TRUSTEE TO SIGN AMENDMENTS, ETC.

THE TRUSTEE SHALL SIGN ANY AMENDED OR SUPPLEMENTAL INDENTURE AUTHORIZED PURSUANT TO THIS ARTICLE 9 IF THE AMENDMENT OR SUPPLEMENT DOES NOT ADVERSELY AFFECT THE RIGHTS, DUTIES, LIABILITIES OR IMMUNITIES OF THE TRUSTEE. THE COMPANY MAY NOT SIGN AN AMENDMENT OR SUPPLEMENTAL INDENTURE UNTIL THE BOARD OF DIRECTORS APPROVES IT. IN EXECUTING ANY AMENDED OR SUPPLEMENTAL INDENTURE, THE TRUSTEE SHALL BE ENTITLED TO RECEIVE AND (SUBJECT TO SECTION 7.01 HEREOF) SHALL BE FULLY PROTECTED IN RELYING UPON, IN ADDITION TO THE DOCUMENTS REQUIRED BY SECTION 11.04 HEREOF, AN OFFICERS' CERTIFICATE AND AN OPINION OF COUNSEL STATING THAT THE EXECUTION OF SUCH AMENDED OR SUPPLEMENTAL INDENTURE IS AUTHORIZED OR PERMITTED BY THIS INDENTURE.

ARTICLE 10.

SUBORDINATION

SECTION 10.01 AGREEMENT TO SUBORDINATE.

THE COMPANY AGREES, AND EACH HOLDER BY ACCEPTING A NOTE AGREES, THAT THE INDEBTEDNESS EVIDENCED BY THE NOTES IS SUBORDINATED IN RIGHT OF PAYMENT, TO THE EXTENT AND IN THE MANNER PROVIDED IN THIS ARTICLE 10, TO THE PRIOR PAYMENT IN FULL IN CASH OR CASH EQUIVALENTS OF ALL SENIOR DEBT OF THE COMPANY (IN EACH CASE, WHETHER OUTSTANDING ON THE DATE HEREOF OR HEREAFTER CREATED, INCURRED, ASSUMED OR GUARANTEED), AS APPLICABLE, AND THAT THE SUBORDINATION IS FOR THE BENEFIT OF THE HOLDERS OF SENIOR DEBT.

SECTION 10.02 LIQUIDATION; DISSOLUTION; BANKRUPTCY.

UPON ANY DISTRIBUTION TO CREDITORS OF THE COMPANY IN A LIQUIDATION OR DISSOLUTION OF THE COMPANY OR IN A BANKRUPTCY, REORGANIZATION, INSOLVENCY, RECEIVERSHIP OR SIMILAR PROCEEDING RELATING TO THE COMPANY OR ITS PROPERTY, IN AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR ANY MARSHALING OF THE COMPANY'S ASSETS AND LIABILITIES:

(A) HOLDERS OF SENIOR DEBT OF THE COMPANY SHALL BE ENTITLED TO RECEIVE PAYMENT IN FULL OF ALL OBLIGATIONS DUE IN RESPECT OF SUCH SENIOR DEBT (INCLUDING INTEREST AFTER THE COMMENCEMENT OF ANY SUCH PROCEEDING AT THE RATE SPECIFIED IN THE APPLICABLE SENIOR DEBT) BEFORE THE HOLDERS OF NOTES SHALL BE ENTITLED TO RECEIVE ANY PAYMENT WITH RESPECT TO THE NOTES (EXCEPT THAT HOLDERS MAY RECEIVE (I) PERMITTED JUNIOR SECURITIES AND (II) PAYMENTS AND OTHER DISTRIBUTIONS MADE FROM ANY DEFEASANCE TRUST CREATED PURSUANT TO SECTION 8.01 HEREOF); AND

(B) UNTIL ALL OBLIGATIONS WITH RESPECT TO SENIOR DEBT (AS PROVIDED IN CLAUSE (A) ABOVE) ARE PAID IN FULL, ANY DISTRIBUTION TO WHICH THE HOLDERS OF NOTES WOULD BE ENTITLED BUT FOR THIS ARTICLE 10 SHALL BE MADE TO HOLDERS OF SENIOR DEBT (EXCEPT THAT HOLDERS OF NOTES MAY RECEIVE (I) PERMITTED JUNIOR SECURITIES AND (II) PAYMENTS AND OTHER DISTRIBUTIONS MADE FROM ANY DEFEASANCE TRUST CREATED PURSUANT TO SECTION 8.01 HEREOF), AS THEIR INTERESTS MAY APPEAR.

SECTION 10.03 DEFAULT ON DESIGNATED SENIOR DEBT.

THE COMPANY SHALL NOT MAKE ANY PAYMENT UPON OR IN RESPECT OF THE NOTES INCLUDING PURSUANT TO SECTION 3.07, 3.09, 4.10 OR 4.14 HEREOF (OTHER THAN, IN EACH CASE, (I) PERMITTED JUNIOR SECURITIES AND (II) PAYMENTS AND OTHER DISTRIBUTIONS MADE FROM ANY DEFEASANCE TRUST CREATED PURSUANT TO SECTION 8.01 HEREOF) IF:

(A) A DEFAULT IN THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM OR INTEREST ON ANY DESIGNATED SENIOR DEBT OCCURS AND IS CONTINUING BEYOND ANY APPLICABLE PERIOD OF GRACE; OR

(B) ANY OTHER DEFAULT OCCURS AND IS CONTINUING WITH RESPECT TO ANY DESIGNATED SENIOR DEBT THAT PERMITS HOLDERS OF THE DESIGNATED SENIOR DEBT AS TO WHICH SUCH DEFAULT RELATES TO ACCELERATE ITS MATURITY AND THE TRUSTEE RECEIVES A NOTICE OF DEFAULT (A "PAYMENT BLOCKAGE NOTICE") FROM THE COMPANY OR THE HOLDERS OF SUCH

DESIGNATED SENIOR DEBT. IF THE TRUSTEE RECEIVES ANY SUCH PAYMENT BLOCKAGE NOTICE, NO SUBSEQUENT PAYMENT BLOCKAGE NOTICE SHALL BE EFFECTIVE FOR PURPOSES OF THIS SECTION UNLESS AND UNTIL 360 DAYS SHALL HAVE ELAPSED SINCE THE EFFECTIVENESS OF THE IMMEDIATELY PRIOR PAYMENT BLOCKAGE NOTICE. NO NONPAYMENT DEFAULT THAT EXISTED OR WAS CONTINUING ON THE DATE OF DELIVERY OF ANY PAYMENT BLOCKAGE NOTICE TO THE TRUSTEE SHALL BE, OR BE MADE, THE BASIS FOR A SUBSEQUENT PAYMENT BLOCKAGE NOTICE UNLESS SUCH DEFAULT SHALL HAVE BEEN CURED OR WAIVED FOR A PERIOD OF AT LEAST 90 DAYS.

THE COMPANY MAY AND SHALL RESUME PAYMENTS ON THE NOTES:

(1) IN THE CASE OF A PAYMENT DEFAULT, UPON THE DATE ON WHICH SUCH DEFAULT IS CURED OR WAIVED, OR

(2) IN THE CASE OF A NONPAYMENT DEFAULT, THE EARLIER OF THE DATE ON WHICH SUCH NONPAYMENT DEFAULT IS CURED OR WAIVED OR 180 DAYS AFTER THE DATE ON WHICH THE APPLICABLE PAYMENT BLOCKAGE NOTICE IS RECEIVED, UNLESS THE MATURITY OF ANY DESIGNATED SENIOR DEBT HAS BEEN ACCELERATED,

IF THIS ARTICLE 10 OTHERWISE PERMITS THE PAYMENT.

SECTION 10.04 ACCELERATION OF SECURITIES.

IF PAYMENT OF THE NOTES IS ACCELERATED BECAUSE OF AN EVENT OF DEFAULT, THE COMPANY SHALL PROMPTLY NOTIFY HOLDERS OF SENIOR DEBT OF THE ACCELERATION.

SECTION 10.05 WHEN DISTRIBUTION MUST BE PAID OVER.

IN THE EVENT THAT THE TRUSTEE OR ANY HOLDER RECEIVES ANY PAYMENT OF ANY OBLIGATIONS WITH RESPECT TO THE NOTES AT A TIME WHEN THE TRUSTEE OR SUCH HOLDER, AS APPLICABLE, HAS ACTUAL KNOWLEDGE THAT SUCH PAYMENT IS PROHIBITED BY SECTION 10.03 HEREOF, SUCH PAYMENT SHALL BE HELD BY THE TRUSTEE OR SUCH HOLDER, AS APPLICABLE, IN TRUST FOR THE BENEFIT OF, AND SHALL BE PAID FORTHWITH OVER AND DELIVERED, UPON WRITTEN REQUEST, TO, THE HOLDERS OF SENIOR DEBT OF THE COMPANY AS THEIR INTERESTS MAY APPEAR OR THEIR REPRESENTATIVE UNDER THIS INDENTURE OR OTHER AGREEMENT (IF ANY) PURSUANT TO WHICH SUCH SENIOR DEBT MAY HAVE BEEN ISSUED, AS THEIR RESPECTIVE INTERESTS MAY APPEAR, FOR APPLICATION TO THE PAYMENT OF ALL OBLIGATIONS WITH RESPECT TO SUCH SENIOR DEBT REMAINING UNPAID TO THE EXTENT NECESSARY TO PAY SUCH OBLIGATIONS IN FULL IN ACCORDANCE WITH THEIR TERMS, AFTER GIVING EFFECT TO ANY CONCURRENT PAYMENT OR DISTRIBUTION TO OR FOR THE HOLDERS OF SUCH SENIOR DEBT.

WITH RESPECT TO THE HOLDERS OF SENIOR DEBT OF THE COMPANY, THE TRUSTEE UNDERTAKES TO PERFORM ONLY SUCH OBLIGATIONS ON THE PART OF THE TRUSTEE AS ARE SPECIFICALLY SET FORTH IN THIS ARTICLE 10, AND NO IMPLIED COVENANTS OR OBLIGATIONS WITH RESPECT TO THE HOLDERS OF SUCH SENIOR DEBT SHALL BE READ INTO THIS INDENTURE AGAINST THE TRUSTEE. THE TRUSTEE SHALL NOT BE DEEMED TO OWE ANY FIDUCIARY DUTY TO THE HOLDERS OF SUCH SENIOR DEBT, AND SHALL NOT BE LIABLE TO ANY SUCH HOLDERS IF THE TRUSTEE SHALL PAY OVER OR DISTRIBUTE TO OR ON BEHALF OF HOLDERS OR THE COMPANY OR ANY OTHER PERSON MONEY OR ASSETS TO WHICH ANY HOLDERS OF SUCH SENIOR DEBT SHALL BE ENTITLED BY VIRTUE OF THIS ARTICLE 10, EXCEPT IF SUCH PAYMENT IS MADE AS A RESULT OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE TRUSTEE.

SECTION 10.06 NOTICE BY COMPANY.

THE COMPANY SHALL PROMPTLY NOTIFY THE TRUSTEE AND THE PAYING AGENT OF ANY FACTS KNOWN TO IT THAT WOULD CAUSE A PAYMENT OF ANY OBLIGATIONS WITH RESPECT TO THE NOTES TO VIOLATE THIS ARTICLE 10, BUT FAILURE TO GIVE SUCH NOTICE SHALL NOT AFFECT THE SUBORDINATION OF THE NOTES TO THE SENIOR DEBT OF THE COMPANY AS PROVIDED IN THIS ARTICLE 10.

SECTION 10.07 SUBROGATION.

AFTER ALL SENIOR DEBT OF THE COMPANY IS PAID IN FULL AND UNTIL THE NOTES ARE PAID IN FULL, HOLDERS OF NOTES SHALL BE SUBROGATED (EQUALLY AND RATABLY WITH ALL OTHER INDEBTEDNESS PARI PASSU WITH THE NOTES) TO THE RIGHTS OF HOLDERS OF SUCH SENIOR DEBT TO RECEIVE DISTRIBUTIONS APPLICABLE TO SUCH SENIOR DEBT TO THE EXTENT THAT DISTRIBUTIONS OTHERWISE PAYABLE TO THE HOLDERS OF NOTES HAVE BEEN APPLIED TO THE PAYMENT OF SUCH SENIOR DEBT. A DISTRIBUTION MADE UNDER THIS ARTICLE 10 TO HOLDERS OF SENIOR DEBT OF THE COMPANY THAT OTHERWISE WOULD HAVE BEEN MADE TO HOLDERS OF NOTES IS NOT, AS BETWEEN THE COMPANY AND HOLDERS, A PAYMENT BY THE COMPANY ON THE NOTES.

SECTION 10.08 RELATIVE RIGHTS.

THIS ARTICLE 10 DEFINES THE RELATIVE RIGHTS OF HOLDERS OF NOTES AND HOLDERS OF SENIOR DEBT OF THE COMPANY. NOTHING IN THIS INDENTURE SHALL:

(1) IMPAIR, AS BETWEEN THE COMPANY AND HOLDERS OF NOTES, THE OBLIGATION OF THE COMPANY, WHICH IS ABSOLUTE AND UNCONDITIONAL, TO PAY PRINCIPAL OF AND INTEREST ON THE NOTES IN ACCORDANCE WITH THEIR TERMS;

(2) AFFECT THE RELATIVE RIGHTS OF HOLDERS OF NOTES AND CREDITORS OF THE COMPANY OTHER THAN THEIR RIGHTS IN RELATION TO HOLDERS OF SENIOR DEBT OF THE COMPANY; OR

(3) PREVENT THE TRUSTEE OR ANY HOLDER OF NOTES FROM EXERCISING ITS AVAILABLE REMEDIES UPON A DEFAULT OR EVENT OF DEFAULT, SUBJECT TO THE RIGHTS OF HOLDERS AND OWNERS OF SENIOR DEBT OF THE COMPANY TO RECEIVE DISTRIBUTIONS AND PAYMENTS OTHERWISE PAYABLE TO HOLDERS OF NOTES.

IF THE COMPANY FAILS BECAUSE OF THIS ARTICLE 10 TO PAY PRINCIPAL OF OR INTEREST ON A NOTE ON THE DUE DATE, THE FAILURE IS STILL A DEFAULT OR EVENT OF DEFAULT.

SECTION 10.09 SUBORDINATION MAY NOT BE IMPAIRED BY COMPANY.

NO RIGHT OF ANY HOLDER OF SENIOR DEBT OF THE COMPANY TO ENFORCE THE SUBORDINATION OF THE INDEBTEDNESS EVIDENCED BY THE NOTES SHALL BE IMPAIRED BY ANY ACT OR FAILURE TO ACT BY THE COMPANY OR ANY HOLDER OR BY THE FAILURE OF THE COMPANY OR ANY HOLDER TO COMPLY WITH THIS INDENTURE.

SECTION 10.10 DISTRIBUTION OR NOTICE TO REPRESENTATIVE.

WHENEVER A DISTRIBUTION IS TO BE MADE OR A NOTICE GIVEN TO HOLDERS OF SENIOR DEBT OF THE COMPANY THE DISTRIBUTION MAY BE MADE AND THE NOTICE GIVEN TO THEIR REPRESENTATIVE.

UPON ANY PAYMENT OR DISTRIBUTION OF ASSETS OF THE COMPANY REFERRED TO IN THIS ARTICLE 10, THE TRUSTEE AND THE HOLDERS OF NOTES SHALL BE ENTITLED TO RELY UPON ANY ORDER OR DECREE MADE BY ANY COURT OF COMPETENT JURISDICTION OR UPON ANY CERTIFICATE OF SUCH REPRESENTATIVE OR OF THE LIQUIDATING TRUSTEE OR AGENT OR OTHER PERSON MAKING ANY DISTRIBUTION TO THE TRUSTEE OR TO THE HOLDERS OF NOTES FOR THE PURPOSE OF ASCERTAINING THE PERSONS ENTITLED TO PARTICIPATE IN SUCH DISTRIBUTION, THE HOLDERS OF THE SENIOR DEBT OF THE COMPANY AND OTHER INDEBTEDNESS OF THE COMPANY, THE AMOUNT THEREOF OR PAYABLE THEREON, THE AMOUNT OR AMOUNTS PAID OR DISTRIBUTED THEREON AND ALL OTHER FACTS PERTINENT THERETO OR TO THIS ARTICLE 10.

SECTION 10.11 RIGHTS OF TRUSTEE AND PAYING AGENT.

NOTWITHSTANDING THE PROVISIONS OF THIS ARTICLE 10 OR ANY OTHER PROVISION OF THIS INDENTURE, THE TRUSTEE SHALL NOT BE CHARGED WITH KNOWLEDGE OF THE EXISTENCE OF ANY FACTS THAT WOULD PROHIBIT THE MAKING OF ANY PAYMENT OR DISTRIBUTION BY THE TRUSTEE, AND THE TRUSTEE AND THE PAYING AGENT MAY CONTINUE TO MAKE PAYMENTS ON THE NOTES, UNLESS THE TRUSTEE SHALL HAVE RECEIVED AT ITS CORPORATE TRUST OFFICE AT LEAST FIVE BUSINESS DAYS PRIOR TO THE DATE OF SUCH PAYMENT WRITTEN NOTICE OF FACTS THAT WOULD CAUSE THE PAYMENT OF ANY OBLIGATIONS WITH RESPECT TO THE NOTES TO VIOLATE THIS ARTICLE 10. ONLY THE COMPANY, A HOLDER OF SENIOR DEBT OR A REPRESENTATIVE MAY GIVE THE NOTICE.; PROVIDED, HOWEVER, THAT IF THE HOLDERS OF ANY SENIOR DEBT HAVE A REPRESENTATIVE, ONLY THE REPRESENTATIVE MAY GIVE SUCH NOTICE. NOTHING IN THIS ARTICLE 10 SHALL IMPAIR THE CLAIMS OF, OR PAYMENTS TO, THE TRUSTEE UNDER OR PURSUANT TO SECTION 7.07 HEREOF.

THE TRUSTEE IN ITS INDIVIDUAL OR ANY OTHER CAPACITY MAY HOLD SENIOR DEBT OF THE COMPANY WITH THE SAME RIGHTS IT WOULD HAVE IF IT WERE NOT TRUSTEE. ANY AGENT MAY DO THE SAME WITH LIKE RIGHTS.

SECTION 10.12 AUTHORIZATION TO EFFECT SUBORDINATION.

EACH HOLDER OF NOTES, BY THE HOLDER'S ACCEPTANCE THEREOF, AUTHORIZES AND DIRECTS THE TRUSTEE ON SUCH HOLDER'S BEHALF TO TAKE SUCH ACTION AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE SUBORDINATION AS PROVIDED IN THIS ARTICLE 10, AND APPOINTS THE TRUSTEE TO ACT AS SUCH HOLDER'S ATTORNEY-IN-FACT FOR ANY AND ALL SUCH PURPOSES. IF THE TRUSTEE DOES NOT FILE A PROPER PROOF OF CLAIM OR PROOF OF DEBT IN THE FORM REQUIRED IN ANY PROCEEDING REFERRED TO IN SECTION 6.09 HEREOF AT LEAST 30 DAYS BEFORE THE EXPIRATION OF THE TIME TO FILE SUCH CLAIM, A REPRESENTATIVE OF DESIGNATED SENIOR DEBT IS HEREBY AUTHORIZED TO FILE AN APPROPRIATE CLAIM FOR AND ON BEHALF OF THE HOLDERS OF THE NOTES.

SECTION 10.13 AMENDMENTS.

THE PROVISIONS OF THIS ARTICLE 10 SHALL NOT BE AMENDED OR MODIFIED WITHOUT THE WRITTEN CONSENT OF THE HOLDERS OF ALL SENIOR DEBT OF THE COMPANY.

ARTICLE 11.
MISCELLANEOUS

SECTION 11.01 TRUST INDENTURE ACT CONTROLS.

IF ANY PROVISION OF THIS INDENTURE LIMITS, QUALIFIES OR CONFLICTS WITH THE DUTIES IMPOSED BY TIA SS. 318(C), THE IMPOSED DUTIES SHALL CONTROL.

SECTION 11.02 NOTICES.

ANY NOTICE OR COMMUNICATION BY THE COMPANY OR THE TRUSTEE TO THE OTHERS IS DULY GIVEN IF IN WRITING AND DELIVERED IN PERSON OR MAILED BY FIRST CLASS MAIL (REGISTERED OR CERTIFIED, RETURN RECEIPT REQUESTED), TELEX, TELECOPIER OR OVERNIGHT AIR COURIER GUARANTEEING NEXT DAY DELIVERY, TO THE OTHERS' ADDRESS

IF TO THE COMPANY:

MASTEC, INC.
3155 N.W. 77TH AVENUE
SUITE 300
MIAMI, FLORIDA 33122-1205

TELECOPIER NO.: (305) 406-1908

ATTENTION: CHIEF FINANCIAL OFFICER

AND

TELECOPIER NO.: (305) 406-1907

ATTENTION: LEGAL DEPARTMENT

WITH A COPY TO:

STEARNS WEAVER MILLER WEISSLER

ALHADEFF & SITTERSON, P.A.

2200 MUSEUM TOWER BUILDING

150 WEST FLAGLER STREET

MIAMI, FLORIDA 33130

TELECOPIER NO.: (305) 789-3395

ATTENTION: STEVEN D. RUBIN

IF TO THE TRUSTEE:

FIRST TRUST NATIONAL ASSOCIATION

180 EAST FIFTH STREET

ST. PAUL, MINNESOTA

TELECOPIER NO.: (612) 244-0711

ATTENTION: CORPORATE TRUST ADMINISTRATION

THE COMPANY OR THE TRUSTEE, BY NOTICE TO THE OTHERS MAY DESIGNATE ADDITIONAL OR DIFFERENT ADDRESSES FOR SUBSEQUENT NOTICES OR COMMUNICATIONS.

ALL NOTICES AND COMMUNICATIONS (OTHER THAN THOSE SENT TO HOLDERS) SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: AT THE TIME DELIVERED BY HAND, IF PERSONALLY DELIVERED; FIVE BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PREPAID, IF MAILED; WHEN ANSWERED BACK, IF TELEXED; WHEN RECEIPT ACKNOWLEDGED, IF TELECOPIED; AND THE NEXT BUSINESS DAY AFTER TIMELY DELIVERY TO THE COURIER, IF SENT BY OVERNIGHT AIR COURIER GUARANTEEING NEXT DAY DELIVERY.

ANY NOTICE OR COMMUNICATION TO A HOLDER SHALL BE MAILED BY FIRST CLASS MAIL, CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED, OR BY OVERNIGHT AIR COURIER GUARANTEEING NEXT DAY DELIVERY TO ITS ADDRESS SHOWN ON THE REGISTER KEPT BY THE REGISTRAR. ANY NOTICE OR COMMUNICATION SHALL ALSO BE SO MAILED TO ANY PERSON DESCRIBED IN TIA SS. 313(C), TO THE EXTENT REQUIRED BY THE TIA. FAILURE TO MAIL A NOTICE OR COMMUNICATION TO A HOLDER OR ANY DEFECT IN IT SHALL NOT AFFECT ITS SUFFICIENCY WITH RESPECT TO OTHER HOLDERS.

IF A NOTICE OR COMMUNICATION IS MAILED IN THE MANNER PROVIDED ABOVE WITHIN THE TIME PRESCRIBED, IT IS DULY GIVEN, WHETHER OR NOT THE ADDRESSEE RECEIVES IT.

IF THE COMPANY MAILS A NOTICE OR COMMUNICATION TO HOLDERS, IT SHALL MAIL A COPY TO THE TRUSTEE AND EACH AGENT AT THE SAME TIME.

SECTION 11.03 COMMUNICATION BY HOLDERS OF NOTES WITH OTHER HOLDERS OF NOTES.

HOLDERS MAY COMMUNICATE PURSUANT TO TIA SS. 312(B) WITH OTHER HOLDERS WITH RESPECT TO THEIR RIGHTS UNDER THIS INDENTURE OR THE NOTES. THE COMPANY, THE TRUSTEE, THE REGISTRAR AND ANYONE ELSE SHALL HAVE THE PROTECTION OF TIA SS. 312(C).

SECTION 11.04 CERTIFICATE AND OPINION AS TO CONDITIONS PRECEDENT.

UPON ANY REQUEST OR APPLICATION BY THE COMPANY TO THE TRUSTEE TO TAKE ANY ACTION UNDER THIS INDENTURE, THE COMPANY SHALL FURNISH TO THE TRUSTEE:

(A) AN OFFICERS' CERTIFICATE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE TRUSTEE (WHICH SHALL INCLUDE THE STATEMENTS SET FORTH IN SECTION 11.05 HEREOF) STATING THAT, IN THE OPINION

OF THE SIGNERS, ALL CONDITIONS PRECEDENT AND COVENANTS, IF ANY, PROVIDED FOR IN THIS INDENTURE RELATING TO THE PROPOSED ACTION HAVE BEEN SATISFIED; AND

(B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE TRUSTEE (WHICH SHALL INCLUDE THE STATEMENTS SET FORTH IN SECTION 11.05 HEREOF) STATING THAT, IN THE OPINION OF SUCH COUNSEL, ALL SUCH CONDITIONS PRECEDENT AND COVENANTS HAVE BEEN SATISFIED.

SECTION 11.05 STATEMENTS REQUIRED IN CERTIFICATE OR OPINION.

EACH CERTIFICATE OR OPINION WITH RESPECT TO COMPLIANCE WITH A CONDITION OR COVENANT PROVIDED FOR IN THIS INDENTURE (OTHER THAN A CERTIFICATE PROVIDED PURSUANT TO TIA SS. 314(A)(4)) SHALL COMPLY WITH THE PROVISIONS OF TIA SS. 314(E) AND SHALL INCLUDE:

(A) A STATEMENT THAT THE PERSON MAKING SUCH CERTIFICATE OR OPINION HAS READ SUCH COVENANT OR CONDITION;

(B) A BRIEF STATEMENT AS TO THE NATURE AND SCOPE OF THE EXAMINATION OR INVESTIGATION UPON WHICH THE STATEMENTS OR OPINIONS CONTAINED IN SUCH CERTIFICATE OR OPINION ARE BASED;

(C) A STATEMENT THAT, IN THE OPINION OF SUCH PERSON, HE OR SHE HAS MADE SUCH EXAMINATION OR INVESTIGATION AS IS NECESSARY TO ENABLE HIM TO EXPRESS AN INFORMED OPINION AS TO WHETHER OR NOT SUCH COVENANT OR CONDITION HAS BEEN SATISFIED; AND

(D) A STATEMENT AS TO WHETHER OR NOT, IN THE OPINION OF SUCH PERSON, SUCH CONDITION OR COVENANT HAS BEEN SATISFIED.

SECTION 11.06 RULES BY TRUSTEE AND AGENTS.

THE TRUSTEE MAY MAKE REASONABLE RULES FOR ACTION BY OR AT A MEETING OF HOLDERS. THE REGISTRAR OR PAYING AGENT MAY MAKE REASONABLE RULES AND SET REASONABLE REQUIREMENTS FOR ITS FUNCTIONS.

SECTION 11.07 NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS.

NO DIRECTOR, OFFICER, EMPLOYEE, INCORPORATOR OR STOCKHOLDER OF THE COMPANY AS SUCH, SHALL HAVE ANY LIABILITY FOR ANY OBLIGATIONS OF THE COMPANY UNDER THE NOTES, OR THIS INDENTURE OR FOR ANY CLAIM BASED ON, IN RESPECT OF, OR BY REASON OF, SUCH OBLIGATIONS OR THEIR CREATION. EACH HOLDER BY ACCEPTING A NOTE WAIVES AND RELEASES ALL SUCH LIABILITY. THE WAIVER AND RELEASE ARE PART OF THE CONSIDERATION FOR ISSUANCE OF THE NOTES.

SECTION 11.08 GOVERNING LAW.

THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE AND THE NOTES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 11.09 NO ADVERSE INTERPRETATION OF OTHER AGREEMENTS.

THIS INDENTURE MAY NOT BE USED TO INTERPRET ANY OTHER INDENTURE, LOAN OR DEBT AGREEMENT OF THE COMPANY OR ITS SUBSIDIARIES OR OF ANY OTHER PERSON. ANY SUCH INDENTURE, LOAN OR DEBT AGREEMENT MAY NOT BE USED TO INTERPRET THIS INDENTURE.

SECTION 11.10 SUCCESSORS.

ALL AGREEMENTS OF THE COMPANY IN THIS INDENTURE AND THE NOTES SHALL BIND ITS SUCCESSORS. ALL AGREEMENTS OF THE TRUSTEE IN THIS INDENTURE SHALL BIND ITS SUCCESSORS.

SECTION 11.11 SEVERABILITY.

IN CASE ANY PROVISION IN THIS INDENTURE AND THE NOTES SHALL BE INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

SECTION 11.12 COUNTERPART ORIGINALS.

THE PARTIES MAY SIGN ANY NUMBER OF COPIES OF THIS INDENTURE. EACH SIGNED COPY SHALL BE AN ORIGINAL, BUT ALL OF THEM TOGETHER REPRESENT THE SAME AGREEMENT.

SECTION 11.13 TABLE OF CONTENTS, HEADINGS, ETC.

THE TABLE OF CONTENTS, CROSS-REFERENCE TABLE AND HEADINGS OF THE ARTICLES AND SECTIONS OF THIS INDENTURE HAVE BEEN INSERTED FOR CONVENIENCE OF REFERENCE ONLY, ARE NOT TO BE CONSIDERED A PART OF THIS INDENTURE AND SHALL IN NO WAY MODIFY OR RESTRICT ANY OF THE TERMS OR PROVISIONS HEREOF.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

DATED AS OF FEBRUARY 4, 1998

MASTEC, INC.

BY:

NAME:
TITLE

FIRST TRUST NATIONAL ASSOCIATION,
AS TRUSTEE

BY:

NAME: RICHARD H. PROKOSCH
TITLE: ASSISTANT VICE PRESIDENT

EXHIBIT A

(FACE OF GLOBAL NOTE)

CUSIP

7 3/4% SERIES A SENIOR SUBORDINATED NOTES DUE 2008

NO. $

MASTEC, INC.

PROMISES TO PAY TO

OR REGISTERED ASSIGNS,

THE PRINCIPAL SUM OF

DOLLARS ON _____, 2008.

INTEREST PAYMENT DATES: AUGUST 1 AND FEBRUARY 1

RECORD DATES: JULY 15 AND JANUARY 15

DATED: _____, 1998

MASTEC, INC.

BY:

NAME

TITLE:

BY:

NAME:

TITLE:

THIS IS ONE OF THE GLOBAL NOTES REFERRED TO

IN THE WITHIN-MENTIONED INDENTURE:

FIRST TRUST NATIONAL ASSOCIATION,

AS TRUSTEE

BY: _____

(BACK OF NOTE)
7 3/4% SERIES A SENIOR SUBORDINATED NOTES DUE 2008

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(A) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OF U.S. PERSONS, EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) (A "QIB"), (B) IT IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT) (AN "ACCREDITED INVESTOR"), (2) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY, (B) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (C) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT, (D) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (E) TO AN ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE TRANSFER OF THIS SECURITY (THE FORM OF WHICH CAN BE OBTAINED FROM THE TRUSTEE) AND, IF SUCH TRANSFER IS IN RESPECT OF AN AGGREGATE PRINCIPAL AMOUNT OF NOTES LESS THAN $250,000, AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT (F) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY) OR (G) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING.

CAPITALIZED TERMS USED HEREIN SHALL HAVE THE MEANINGS ASSIGNED TO THEM IN THE INDENTURE REFERRED TO BELOW UNLESS OTHERWISE INDICATED.

1. INTEREST. MASTEC, INC., A DELAWARE CORPORATION (THE "COMPANY"), PROMISES TO PAY INTEREST ON THE PRINCIPAL AMOUNT OF THIS NOTE AT 7 3/4% PER ANNUM FROM FEBRUARY 4, 1998 UNTIL MATURITY AND SHALL PAY THE LIQUIDATED DAMAGES PAYABLE PURSUANT TO SECTION 5 OF THE REGISTRATION RIGHTS AGREEMENT REFERRED TO BELOW. THE COMPANY WILL PAY INTEREST AND LIQUIDATED DAMAGES SEMI-ANNUALLY ON AUGUST 1 AND FEBRUARY 1 OF EACH YEAR, OR IF ANY SUCH DAY IS NOT A BUSINESS DAY, ON THE NEXT SUCCEEDING BUSINESS DAY (EACH AN "INTEREST PAYMENT DATE"). INTEREST ON THE NOTES WILL ACCRUE FROM THE MOST RECENT DATE TO WHICH INTEREST HAS BEEN PAID OR, IF NO INTEREST HAS BEEN PAID, FROM THE DATE OF ISSUANCE; PROVIDED THAT IF THERE IS NO EXISTING DEFAULT IN THE PAYMENT OF INTEREST, AND IF THIS NOTE IS AUTHENTICATED BETWEEN A RECORD DATE REFERRED TO ON THE FACE HEREOF AND THE NEXT SUCCEEDING INTEREST PAYMENT DATE, INTEREST SHALL ACCRUE FROM SUCH NEXT SUCCEEDING INTEREST PAYMENT DATE; PROVIDED, FURTHER, THAT THE FIRST INTEREST PAYMENT DATE SHALL BE AUGUST 1, 1998. THE COMPANY SHALL PAY INTEREST (INCLUDING POST-PETITION INTEREST IN ANY PROCEEDING UNDER ANY BANKRUPTCY LAW) ON OVERDUE PRINCIPAL AND PREMIUM, IF ANY, FROM TIME TO TIME ON DEMAND AT THE RATE THEN IN EFFECT; IT SHALL PAY INTEREST (INCLUDING POST-PETITION INTEREST IN ANY PROCEEDING UNDER ANY BANKRUPTCY LAW) ON OVERDUE INSTALLMENTS OF INTEREST AND LIQUIDATED DAMAGES (WITHOUT REGARD TO ANY APPLICABLE GRACE PERIODS) FROM TIME TO TIME ON DEMAND AT THE SAME RATE TO THE EXTENT LAWFUL. INTEREST WILL BE COMPUTED ON THE BASIS OF A 360-DAY YEAR OF TWELVE 30-DAY MONTHS.

2. METHOD OF PAYMENT. THE COMPANY WILL PAY INTEREST ON THE NOTES (EXCEPT DEFAULTED INTEREST) AND LIQUIDATED DAMAGES TO THE PERSONS WHO ARE REGISTERED HOLDERS OF NOTES AT THE CLOSE OF BUSINESS ON THE JULY 15 OR JANUARY 15 NEXT PRECEDING THE INTEREST PAYMENT DATE, EVEN IF SUCH NOTES ARE CANCELED AFTER SUCH RECORD DATE AND ON OR BEFORE SUCH INTEREST PAYMENT DATE, EXCEPT AS PROVIDED IN SECTION 2.12 OF THE INDENTURE WITH RESPECT TO DEFAULTED INTEREST. THE NOTES WILL BE PAYABLE AS TO PRINCIPAL, PREMIUM AND LIQUIDATED DAMAGES, IF ANY, AND INTEREST AT THE OFFICE OR AGENCY OF THE COMPANY MAINTAINED FOR SUCH PURPOSE WITHIN OR WITHOUT THE CITY AND STATE OF NEW YORK, OR, AT THE OPTION OF THE COMPANY, PAYMENT OF INTEREST AND LIQUIDATED DAMAGES MAY BE MADE BY CHECK MAILED TO THE HOLDERS AT THEIR ADDRESSES SET FORTH IN THE REGISTER OF HOLDERS; PROVIDED THAT ALL PAYMENT OF PRINCIPAL, PREMIUM, INTEREST AND LIQUIDATED DAMAGES, IF ANY, WITH RESPECT TO NOTES THE HOLDERS OF WHICH HAVE GIVEN WIRE TRANSFER INSTRUCTIONS TO THE TRUSTEE WILL BE REQUIRED TO BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO THE ACCOUNTS SPECIFIED BY THE HOLDERS THEREOF. SUCH PAYMENT SHALL BE IN SUCH COIN OR CURRENCY OF THE UNITED STATES OF AMERICA AS AT THE TIME OF PAYMENT IS LEGAL TENDER FOR PAYMENT OF PUBLIC AND PRIVATE DEBTS.

3. PAYING AGENT AND REGISTRAR. INITIALLY, FIRST TRUST NATIONAL ASSOCIATION, THE TRUSTEE UNDER THE INDENTURE, WILL ACT AS PAYING AGENT AND REGISTRAR. THE COMPANY MAY CHANGE ANY PAYING AGENT OR REGISTRAR WITHOUT NOTICE TO ANY HOLDER. THE COMPANY OR ANY OF ITS SUBSIDIARIES MAY ACT IN ANY SUCH CAPACITY.

4. INDENTURE. THE COMPANY ISSUED THE NOTES UNDER AN INDENTURE DATED AS OF JANUARY 4, 1998 (THE "INDENTURE") AMONG THE COMPANY AND THE TRUSTEE. THE TERMS OF THE NOTES INCLUDE THOSE STATED IN THE INDENTURE AND THOSE MADE PART OF THE INDENTURE BY REFERENCE TO THE TRUST INDENTURE ACT OF 1939, AS AMENDED (15 U.S. CODE SS.SS. 77AAA-77BBBB) (THE "TIA"). THE NOTES ARE SUBJECT TO ALL SUCH TERMS, AND HOLDERS ARE REFERRED TO THE INDENTURE AND THE TIA FOR A STATEMENT OF SUCH TERMS. TO THE EXTENT ANY PROVISION OF THIS NOTE CONFLICTS WITH THE EXPRESS PROVISIONS OF THE INDENTURE, THE PROVISIONS OF THE INDENTURE SHALL GOVERN AND BE CONTROLLING. THE NOTES ARE GENERAL, UNSECURED OBLIGATIONS OF THE COMPANY LIMITED TO $250.0 MILLION, OF WHICH $150.0 MILLION WILL BE ISSUED ON THE CLOSING DATE.

5. OPTIONAL REDEMPTION.

(A) EXCEPT AS SET FORTH IN SUBPARAGRAPH (B) OF THIS PARAGRAPH 5, THE NOTES SHALL NOT BE REDEEMABLE AT THE COMPANY'S OPTION PRIOR TO FEBRUARY 1, 2003. THEREAFTER, THE NOTES SHALL BE SUBJECT TO REDEMPTION AT ANY TIME AT THE OPTION OF THE COMPANY, IN WHOLE OR IN PART, UPON NOT LESS THAN 30 NOR MORE THAN 60 DAYS' NOTICE, AT THE REDEMPTION PRICES (EXPRESSED AS PERCENTAGES OF PRINCIPAL AMOUNT) SET FORTH BELOW, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO

THE APPLICABLE REDEMPTION DATE, IF REDEEMED DURING THE TWELVE-MONTH PERIOD BEGINNING ON FEBRUARY 1 OF THE YEARS INDICATED BELOW:

YEAR	PERCENTAGE
2003	103.875%
2004	102.583%
2005	101.292%
2006 AND THEREAFTER	100.000%

(B) NOTWITHSTANDING THE PROVISIONS OF SUBPARAGRAPH (A) OF THIS PARAGRAPH 5, PRIOR TO FEBRUARY 1, 2003, THE COMPANY MAY REDEEM UP TO ONE-THIRD OF THE AGGREGATE PRINCIPAL AMOUNT OF NOTES AT A REDEMPTION PRICE OF 107.750% OF THE PRINCIPAL AMOUNT THEREOF, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO THE REDEMPTION DATE, WITH THE NET CASH PROCEEDS OF AN OFFERING OF EQUITY INTERESTS (OTHER THAN DISQUALIFIED STOCK) OF THE COMPANY; PROVIDED THAT (I) AT LEAST $133.3 MILLION IN PRINCIPAL AMOUNT OF NOTES ORIGINALLY ISSUED UNDER THE INDENTURE REMAINS OUTSTANDING IMMEDIATELY AFTER THE OCCURRENCE OF SUCH REDEMPTION AND (II) SUCH REDEMPTION SHALL OCCUR WITHIN 90 DAYS OF THE DATE OF THE CONSUMMATION OF SUCH OFFERING.

6. MANDATORY REDEMPTION.

EXCEPT AS SET FORTH IN PARAGRAPH 7 BELOW, THE COMPANY SHALL NOT BE REQUIRED TO MAKE MANDATORY REDEMPTION PAYMENTS WITH RESPECT TO THE NOTES.

7. REPURCHASE AT OPTION OF HOLDER.

(A) UPON THE OCCURRENCE OF A CHANGE OF CONTROL, THE COMPANY SHALL BE OBLIGATED TO MAKE AN OFFER (A "CHANGE OF CONTROL OFFER") TO EACH HOLDER OF NOTES TO REPURCHASE ALL OR ANY PART (EQUAL TO $1,000 OR AN INTEGRAL MULTIPLE THEREOF) OF SUCH HOLDER'S NOTES AT AN OFFER PRICE IN CASH EQUAL TO 101% OF THE PRINCIPAL AMOUNT THEREOF, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO THE DATE OF PURCHASE (THE "CHANGE OF CONTROL PAYMENT"). WITHIN 30 DAYS FOLLOWING A CHANGE OF CONTROL, THE COMPANY SHALL MAIL A NOTICE TO EACH HOLDER SETTING FORTH THE PROCEDURES GOVERNING THE CHANGE OF CONTROL OFFER AS REQUIRED BY THE INDENTURE.

(B) IF THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES CONSUMMATES AN ASSET SALE, PROMPTLY AFTER EACH DATE ON WHICH THE AGGREGATE AMOUNT OF EXCESS PROCEEDS EXCEEDS $10.0 MILLION, THE COMPANY SHALL COMMENCE AN OFFER TO ALL HOLDERS OF NOTES (AN "ASSET SALE OFFER") PURSUANT TO SECTION 3.09 OF THE INDENTURE TO PURCHASE THE MAXIMUM PRINCIPAL AMOUNT OF NOTES THAT MAY BE PURCHASED OUT OF THE EXCESS PROCEEDS AT AN OFFER PRICE IN CASH IN AN AMOUNT EQUAL TO 100% OF THE PRINCIPAL AMOUNT THEREOF, PLUS ACCRUED AND UNPAID INTEREST AND LIQUIDATED DAMAGES, IF ANY, THEREON TO THE DATE OF PURCHASE IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE INDENTURE. TO THE EXTENT THAT THE AGGREGATE AMOUNT OF NOTES TENDERED PURSUANT TO AN ASSET SALE OFFER IS LESS THAN THE EXCESS PROCEEDS, THE COMPANY MAY USE ANY REMAINING EXCESS PROCEEDS FOR GENERAL CORPORATE PURPOSES. IF THE AGGREGATE PRINCIPAL AMOUNT OF NOTES SURRENDERED BY HOLDERS THEREOF EXCEEDS THE AMOUNT OF EXCESS PROCEEDS, THE TRUSTEE SHALL SELECT THE NOTES TO BE PURCHASED ON A PRO RATA BASIS. HOLDERS OF NOTES THAT ARE THE SUBJECT OF AN OFFER TO PURCHASE WILL RECEIVE AN ASSET SALE OFFER FROM THE COMPANY PRIOR TO ANY RELATED PURCHASE DATE AND MAY ELECT TO HAVE SUCH NOTES PURCHASED BY COMPLETING THE FORM ENTITLED "OPTION OF HOLDER TO ELECT PURCHASE" ON THE REVERSE OF THE NOTES.

8. NOTICE OF REDEMPTION. NOTICE OF REDEMPTION WILL BE MAILED BY FIRST CLASS MAIL AT LEAST 30 DAYS BUT NOT MORE THAN 60 DAYS BEFORE THE REDEMPTION DATE TO EACH HOLDER OF NOTES TO BE REDEEMED AT ITS REGISTERED ADDRESS. NOTES IN DENOMINATIONS LARGER THAN $1,000 MAY BE REDEEMED IN PART BUT ONLY IN WHOLE MULTIPLES OF $1,000, UNLESS ALL OF THE NOTES HELD BY A HOLDER ARE TO BE REDEEMED. ON AND AFTER THE REDEMPTION DATE INTEREST CEASES TO ACCRUE ON NOTES OR PORTIONS THEREOF CALLED FOR REDEMPTION.

9. DENOMINATIONS, TRANSFER, EXCHANGE. THE NOTES ARE IN REGISTERED FORM WITHOUT COUPONS IN DENOMINATIONS OF $1,000 AND INTEGRAL MULTIPLES OF $1,000. THE TRANSFER OF NOTES MAY BE REGISTERED AND NOTES MAY BE EXCHANGED AS PROVIDED IN THE INDENTURE. THE REGISTRAR AND THE TRUSTEE MAY REQUIRE A HOLDER, AMONG OTHER THINGS, TO FURNISH APPROPRIATE ENDORSEMENTS AND TRANSFER DOCUMENTS AND THE COMPANY MAY REQUIRE A HOLDER TO PAY ANY TAXES AND FEES REQUIRED BY LAW OR PERMITTED BY THE INDENTURE. THE COMPANY NEED NOT EXCHANGE OR REGISTER THE TRANSFER OF ANY NOTE OR PORTION OF A NOTE SELECTED FOR REDEMPTION, EXCEPT FOR THE UNREDEEMED PORTION OF ANY NOTE BEING REDEEMED IN PART. ALSO, THE COMPANY NEED NOT EXCHANGE OR REGISTER THE TRANSFER OF ANY NOTES FOR A PERIOD OF 15 DAYS BEFORE A SELECTION OF NOTES TO BE REDEEMED OR DURING THE PERIOD BETWEEN A RECORD DATE AND THE CORRESPONDING INTEREST PAYMENT DATE.

10. SUBORDINATION. EACH HOLDER BY ACCEPTING A NOTE AGREES THAT THE PAYMENT OF PRINCIPAL OF AND PREMIUM, INTEREST AND LIQUIDATED DAMAGES, IF ANY, ON EACH NOTE IS SUBORDINATED IN RIGHT OF PAYMENT, TO THE EXTENT AND IN THE MANNER PROVIDED IN ARTICLE 10 OF THE INDENTURE, TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR DEBT OF THE COMPANY (WHETHER OUTSTANDING ON THE DATE OF THE INDENTURE OR THEREAFTER INCURRED, ASSUMED OR GUARANTEED), AND THE SUBORDINATION IS FOR THE BENEFIT OF THE HOLDERS OF SUCH SENIOR DEBT.

11. PERSONS DEEMED OWNERS. THE REGISTERED HOLDER OF A NOTE MAY BE TREATED AS ITS OWNER FOR ALL PURPOSES.

12. AMENDMENT, SUPPLEMENT AND WAIVER. SUBJECT TO CERTAIN EXCEPTIONS, THE INDENTURE OR THE NOTES MAY BE AMENDED OR SUPPLEMENTED WITH THE CONSENT OF THE HOLDERS OF AT LEAST A MAJORITY IN PRINCIPAL AMOUNT OF THE NOTES THEN OUTSTANDING, AND ANY EXISTING DEFAULT OR COMPLIANCE WITH ANY PROVISION OF THE INDENTURE OR THE NOTES MAY BE WAIVED WITH THE CONSENT OF THE HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES. WITHOUT THE CONSENT OF ANY HOLDER OF NOTES, THE COMPANY AND THE TRUSTEE MAY AMEND OR SUPPLEMENT THE INDENTURE OR THE NOTES TO CURE ANY AMBIGUITY, DEFECT OR INCONSISTENCY, TO PROVIDE FOR UNCERTIFICATED NOTES IN ADDITION TO OR IN PLACE OF CERTIFICATED NOTES, TO PROVIDE FOR THE ASSUMPTION OF THE COMPANY'S OBLIGATIONS TO HOLDERS OF THE NOTES IN CASE OF A MERGER OR CONSOLIDATION, TO MAKE ANY CHANGE THAT WOULD PROVIDE ANY ADDITIONAL RIGHTS OR BENEFITS TO THE HOLDERS OF THE NOTES OR THAT DOES NOT ADVERSELY AFFECT THE LEGAL RIGHTS UNDER THE INDENTURE OF ANY SUCH HOLDER, OR TO COMPLY WITH THE REQUIREMENTS OF THE SEC IN ORDER TO EFFECT OR MAINTAIN THE QUALIFICATION OF THE INDENTURE UNDER THE TIA.

13. DEFAULTS AND REMEDIES. EVENTS OF DEFAULT INCLUDE: (I) DEFAULT FOR 30 DAYS IN THE PAYMENT WHEN DUE OF INTEREST ON, OR LIQUIDATED DAMAGES, IF ANY, WITH RESPECT TO, THE NOTES (WHETHER OR NOT PROHIBITED BY ARTICLE 10 OF THE INDENTURE); (II) DEFAULT IN PAYMENT WHEN DUE OF PRINCIPAL OF OR PREMIUM, IF ANY, ON THE NOTES (WHETHER OR NOT PROHIBITED BY ARTICLE 10 OF THE INDENTURE); (III) FAILURE BY THE COMPANY TO COMPLY WITH ANY OF THE PROVISIONS OF SECTION 5.01 OF THE INDENTURE; (IV) FAILURE BY THE COMPANY TO COMPLY WITH SECTION 4.07, 4.09, 4.10 OR 4.14 OF THE INDENTURE; (V) FAILURE BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES FOR 60 DAYS AFTER WRITTEN NOTICE BY THE TRUSTEE OR THE HOLDERS OF AT LEAST 25% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES TO COMPLY WITH ANY OF ITS OTHER AGREEMENTS IN THE INDENTURE OR THE NOTES; (VI) DEFAULT UNDER CERTAIN OTHER AGREEMENTS RELATING TO INDEBTEDNESS OF THE COMPANY WHICH DEFAULT (A) IS CAUSED BY A FAILURE TO PAY PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON SUCH INDEBTEDNESS AT FINAL MATURITY (A "PAYMENT DEFAULT") OR (B) RESULTS IN THE ACCELERATION OF SUCH INDEBTEDNESS PRIOR TO ITS EXPRESS MATURITY AND, IN EACH CASE, THE PRINCIPAL AMOUNT OF ANY SUCH INDEBTEDNESS UNDER WHICH THERE HAS BEEN A PAYMENT DEFAULT OR THE MATURITY OF WHICH HAS BEEN SO ACCELERATED, AGGREGATES $15.0 MILLION OR MORE; (VII) FAILURE BY THE COMPANY OR ANY OF ITS RESTRICTED SUBSIDIARIES TO PAY FINAL JUDGMENTS AGGREGATING IN EXCESS OF $15.0 MILLION AND EITHER (A) ANY

CREDITOR COMMENCES ENFORCEMENT PROCEEDINGS UPON ANY SUCH JUDGMENT OR (B) SUCH JUDGMENTS ARE NOT PAID, DISCHARGED OR STAYED FOR A PERIOD OF 60 DAYS; (VIII) EXCEPT AS PERMITTED BY THE INDENTURE, ANY GUARANTEE OF THE NOTES BY ANY RESTRICTED SUBSIDIARY WHICH IS A SIGNIFICANT SUBSIDIARY SHALL BE HELD IN ANY JUDICIAL PROCEEDING TO BE UNENFORCEABLE OR INVALID OR SHALL CEASE FOR ANY REASON TO BE IN FULL FORCE AND EFFECT OR ANY RESTRICTED SUBSIDIARY WHICH IS A SIGNIFICANT SUBSIDIARY SHALL DENY OR DISAFFIRM ITS OBLIGATIONS UNDER ANY GUARANTEE OF THE NOTES; AND (IX) CERTAIN EVENTS OF BANKRUPTCY OR INSOLVENCY WITH RESPECT TO THE COMPANY, ANY OF ITS RESTRICTED SUBSIDIARIES THAT CONSTITUTES A SIGNIFICANT SUBSIDIARY OR ANY GROUP OF RESTRICTED SUBSIDIARIES THAT, TAKEN TOGETHER, WOULD CONSTITUTE A SIGNIFICANT SUBSIDIARY. IF ANY EVENT OF DEFAULT OCCURS AND IS CONTINUING, THE TRUSTEE OR THE HOLDERS OF AT LEAST 25% IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY DECLARE ALL THE NOTES TO BE DUE AND PAYABLE IMMEDIATELY. NOTWITHSTANDING THE FOREGOING, IN THE CASE OF AN EVENT OF DEFAULT ARISING FROM CERTAIN EVENTS OF BANKRUPTCY OR INSOLVENCY, ALL OUTSTANDING NOTES WILL BECOME DUE AND PAYABLE WITHOUT FURTHER ACTION OR NOTICE. HOLDERS OF THE NOTES MAY NOT ENFORCE THE INDENTURE OR THE NOTES EXCEPT AS PROVIDED IN THE INDENTURE. SUBJECT TO CERTAIN LIMITATIONS, HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE THEN OUTSTANDING NOTES MAY DIRECT THE TRUSTEE IN ITS EXERCISE OF ANY TRUST OR POWER. THE TRUSTEE MAY WITHHOLD FROM HOLDERS OF THE NOTES NOTICE OF ANY CONTINUING DEFAULT OR EVENT OF DEFAULT (EXCEPT A DEFAULT OR EVENT OF DEFAULT RELATING TO THE PAYMENT OF PRINCIPAL OR INTEREST) IF IT DETERMINES THAT WITHHOLDING NOTICE IS IN THEIR INTEREST. THE HOLDERS OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE NOTES THEN OUTSTANDING BY NOTICE TO THE TRUSTEE MAY ON BEHALF OF THE HOLDERS OF ALL OF THE NOTES WAIVE ANY EXISTING DEFAULT OR EVENT OF DEFAULT AND ITS CONSEQUENCES UNDER THE INDENTURE EXCEPT A CONTINUING DEFAULT OR EVENT OF DEFAULT IN THE PAYMENT OF INTEREST ON, OR THE PRINCIPAL OF, THE NOTES. THE COMPANY IS REQUIRED TO DELIVER TO THE TRUSTEE ANNUALLY A STATEMENT REGARDING COMPLIANCE WITH THE INDENTURE, AND THE COMPANY IS REQUIRED, WITHIN 30 DAYS AFTER BECOMING AWARE OF ANY DEFAULT OR EVENT OF DEFAULT, TO DELIVER TO THE TRUSTEE A STATEMENT SPECIFYING SUCH DEFAULT OR EVENT OF DEFAULT.

14. TRUSTEE DEALINGS WITH COMPANY. THE TRUSTEE, IN ITS INDIVIDUAL OR ANY OTHER CAPACITY, MAY MAKE LOANS TO, ACCEPT DEPOSITS FROM, AND PERFORM SERVICES FOR THE COMPANY OR ITS AFFILIATES, AND MAY OTHERWISE DEAL WITH THE COMPANY OR ITS AFFILIATES, AS IF IT WERE NOT THE TRUSTEE.

15. NO RECOURSE AGAINST OTHERS. A DIRECTOR, OFFICER, EMPLOYEE, INCORPORATOR OR STOCKHOLDER OF THE COMPANY, AS SUCH, SHALL NOT HAVE ANY LIABILITY FOR ANY OBLIGATIONS OF THE COMPANY UNDER THE NOTES OR THE INDENTURE OR FOR ANY CLAIM BASED ON, IN RESPECT OF, OR BY REASON OF, SUCH OBLIGATIONS OR THEIR CREATION. EACH HOLDER BY ACCEPTING A NOTE WAIVES AND RELEASES ALL SUCH LIABILITY. THE WAIVER AND RELEASE ARE PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE NOTES.

16. AUTHENTICATION. THIS NOTE SHALL NOT BE VALID UNTIL AUTHENTICATED BY THE MANUAL SIGNATURE OF THE TRUSTEE OR AN AUTHENTICATING AGENT.

17. ABBREVIATIONS. CUSTOMARY ABBREVIATIONS MAY BE USED IN THE NAME OF A HOLDER OR AN ASSIGNEE, SUCH AS: TEN COM (= TENANTS IN COMMON), TEN ENT (= TENANTS BY THE ENTIRETIES), JT TEN (= JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON), CUST (= CUSTODIAN), AND U/G/M/A (= UNIFORM GIFTS TO MINORS ACT).

18. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. IN ADDITION TO THE RIGHTS PROVIDED TO HOLDERS OF NOTES UNDER THE INDENTURE, HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES SHALL HAVE ALL THE RIGHTS SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT DATED AS OF JANUARY 4, 1998, AMONG THE COMPANY AND THE PARTIES NAMED ON THE SIGNATURE PAGES THEREOF (THE "REGISTRATION RIGHTS AGREEMENT").

18. CUSIP NUMBERS. PURSUANT TO A RECOMMENDATION PROMULGATED BY THE COMMITTEE ON UNIFORM SECURITY IDENTIFICATION PROCEDURES, THE COMPANY HAS CAUSED CUSIP NUMBERS TO BE PRINTED ON THE NOTES AND THE TRUSTEE MAY USE CUSIP NUMBERS IN NOTICES OF REDEMPTION AS A CONVENIENCE TO HOLDERS. NO REPRESENTATION IS MADE AS TO THE ACCURACY OF SUCH NUMBERS EITHER AS

PRINTED ON THE NOTES OR AS CONTAINED IN ANY NOTICE OF REDEMPTION AND RELIANCE MAY BE PLACED ONLY ON THE OTHER IDENTIFICATION NUMBERS PLACED THEREON.

THE COMPANY WILL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE INDENTURE AND/OR THE REGISTRATION RIGHTS AGREEMENT. REQUESTS MAY BE MADE TO:

MASTEC, INC.
3155 N.W. 77TH AVENUE
SUITE 300
MIAMI, FLORIDA 33122-1205
ATTENTION: CHIEF FINANCIAL OFFICER

ASSIGNMENT FORM

TO ASSIGN THIS NOTE, FILL IN THE FORM BELOW: (I) OR (WE) ASSIGN AND TRANSFER THIS NOTE TO

- ----------

(INSERT ASSIGNEE'S SOC. SEC. OR TAX I.D. NO.)

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- ----------

- ----------

- ----------

(PRINT OR TYPE ASSIGNEE'S NAME, ADDRESS AND ZIP CODE)

AND IRREVOCABLY APPOINT

TO TRANSFER THIS NOTE ON THE BOOKS OF THE COMPANY. THE AGENT MAY SUBSTITUTE ANOTHER TO ACT FOR HIM.

- ----------

DATE:

YOUR SIGNATURE:

(SIGN EXACTLY AS YOUR NAME APPEARS ON THE NOTE)

SIGNATURE GUARANTEE.

OPTION OF HOLDER TO ELECT PURCHASE

IF YOU WANT TO ELECT TO HAVE THIS NOTE PURCHASED BY THE COMPANY PURSUANT TO SECTION 4.10 OR 4.14 OF THE INDENTURE, CHECK THE BOX BELOW:

SECTION 4.10 SECTION 4.14

IF YOU WANT TO ELECT TO HAVE ONLY PART OF THE NOTE PURCHASED BY THE COMPANY PURSUANT TO SECTION 4.10 OR SECTION 4.14 OF THE INDENTURE, STATE THE AMOUNT YOU ELECT TO HAVE PURCHASED:

$_____

DATE: YOUR SIGNATURE:

(SIGN EXACTLY AS YOUR NAME APPEARS ON THE NOTE)

TAX IDENTIFICATION NO:

SIGNATURE GUARANTEE.

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

THE FOLLOWING EXCHANGES OF A PART OF THIS GLOBAL NOTE FOR AN INTEREST IN ANOTHER GLOBAL NOTE OR FOR A DEFINITIVE NOTE, OR EXCHANGES OF A PART OF ANOTHER GLOBAL NOTE OR DEFINITIVE NOTE FOR AN INTEREST IN THIS GLOBAL NOTE, HAVE BEEN MADE:

DATE OF EXCHANGE	AMOUNT OF DECREASE IN PRINCIPAL AMOUNT OF THIS GLOBAL NOTE	AMOUNT OF INCREASE IN PRINCIPAL AMOUNT OF THIS GLOBAL NOTE	PRINCIPAL AMOUNT OF THIS GLOBAL NOTE FOLLOWING SUCH DECREASE (OR INCREASE)	SIGNATURE OF AUTHORIZED OFFICER OF TRUSTEE OR NOTE CUSTODIAN

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

MASTEC, INC.
3155 N.W. 77TH AVENUE
SUITE 300
MIAMI, FLORIDA 33122-1205

FIRST TRUST NATIONAL ASSOCIATION
180 E. 5TH STREET
ST. PAUL, MINNESOTA 55101

RE: 7 3/4% SENIOR SUBORDINATED NOTES DUE 2008

REFERENCE IS HEREBY MADE TO THE INDENTURE, DATED AS OF JANUARY 4, 1998 (THE "INDENTURE"), AMONG MASTEC, INC. (THE "COMPANY") AND FIRST TRUST NATIONAL ASSOCIATION, AS TRUSTEE. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE INDENTURE.

_____, (THE "TRANSFEROR") OWNS AND PROPOSES TO TRANSFER THE NOTE[S] OR INTEREST IN SUCH NOTE[S] SPECIFIED IN ANNEX A HERETO, IN THE PRINCIPAL AMOUNT OF $_____ IN SUCH NOTE[S] OR INTERESTS (THE "TRANSFER"), TO _____ (THE "TRANSFEREE"), AS FURTHER SPECIFIED IN ANNEX A HERETO. IN CONNECTION WITH THE TRANSFER, THE TRANSFEROR HEREBY CERTIFIES THAT:

[CHECK ALL THAT APPLY]

1. G CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE 144A GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO RULE 144A. THE TRANSFER IS BEING EFFECTED PURSUANT TO AND IN ACCORDANCE WITH RULE 144A UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, THE TRANSFEROR HEREBY FURTHER CERTIFIES THAT THE BENEFICIAL INTEREST OR DEFINITIVE NOTE IS BEING TRANSFERRED TO A PERSON THAT THE TRANSFEROR REASONABLY BELIEVED AND BELIEVES IS PURCHASING THE BENEFICIAL INTEREST OR DEFINITIVE NOTE FOR ITS OWN ACCOUNT, OR FOR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH PERSON EXERCISES SOLE INVESTMENT DISCRETION, AND SUCH PERSON AND EACH SUCH ACCOUNT IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND SUCH TRANSFER IS IN COMPLIANCE WITH ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. UPON CONSUMMATION OF THE PROPOSED TRANSFER IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRANSFERRED BENEFICIAL INTEREST OR DEFINITIVE NOTE WILL BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE 144A GLOBAL NOTE AND/OR THE DEFINITIVE NOTE AND IN THE INDENTURE AND THE SECURITIES ACT.

2. G CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE TEMPORARY REGULATION S GLOBAL NOTE, THE REGULATION S GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO REGULATION S. THE TRANSFER IS BEING EFFECTED PURSUANT TO AND IN ACCORDANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT AND, ACCORDINGLY, THE TRANSFEROR HEREBY FURTHER CERTIFIES THAT (I) THE TRANSFER IS NOT BEING MADE TO A PERSON IN THE UNITED STATES AND (X) AT THE TIME THE BUY ORDER WAS ORIGINATED, THE TRANSFEREE WAS OUTSIDE THE UNITED STATES OR SUCH TRANSFEROR AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVED AND BELIEVES THAT THE TRANSFEREE WAS OUTSIDE THE UNITED STATES OR (Y) THE TRANSACTION WAS EXECUTED IN, ON OR THROUGH

THE FACILITIES OF A DESIGNATED OFFSHORE SECURITIES MARKET AND NEITHER SUCH TRANSFEROR NOR ANY PERSON ACTING ON ITS BEHALF KNOWS THAT THE TRANSACTION WAS PREARRANGED WITH A BUYER IN THE UNITED STATES, (II) NO DIRECTED SELLING EFFORTS HAVE BEEN MADE IN CONTRAVENTION OF THE REQUIREMENTS OF RULE 903(B) OR RULE 904(B) OF REGULATION S UNDER THE SECURITIES ACT, (III) THE TRANSACTION IS NOT PART OF A PLAN OR SCHEME TO EVADE THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (IV) IF THE PROPOSED TRANSFER IS BEING MADE PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD, THE TRANSFER IS NOT BEING MADE TO A U.S. PERSON OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON (OTHER THAN AN INITIAL PURCHASER). UPON CONSUMMATION OF THE PROPOSED TRANSFER IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRANSFERRED BENEFICIAL INTEREST OR DEFINITIVE NOTE WILL BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE REGULATION S GLOBAL NOTE, THE TEMPORARY REGULATION S GLOBAL NOTE AND/OR THE DEFINITIVE NOTE AND IN THE INDENTURE AND THE SECURITIES ACT.

3. G CHECK AND COMPLETE IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE IAI GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO ANY PROVISION OF THE SECURITIES ACT OTHER THAN RULE 144A OR REGULATION S. THE TRANSFER IS BEING EFFECTED IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS APPLICABLE TO BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES AND PURSUANT TO AND IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND ACCORDINGLY THE TRANSFEROR HEREBY FURTHER CERTIFIES THAT (CHECK ONE):

(A) G SUCH TRANSFER IS BEING EFFECTED PURSUANT TO AND IN ACCORDANCE WITH RULE 144 UNDER THE SECURITIES ACT;

OR

(B) G SUCH TRANSFER IS BEING EFFECTED TO THE COMPANY;

OR

(C) G SUCH TRANSFER IS BEING EFFECTED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH THE PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT;

OR

(D) G SUCH TRANSFER IS BEING EFFECTED TO AN INSTITUTIONAL ACCREDITED INVESTOR AND PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OTHER THAN RULE 144A, RULE 144 OR RULE 904, AND THE TRANSFEROR HEREBY FURTHER CERTIFIES THAT IT HAS NOT ENGAGED IN ANY GENERAL SOLICITATION WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT AND THE TRANSFER COMPLIES WITH THE TRANSFER RESTRICTIONS APPLICABLE TO BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE OR RESTRICTED DEFINITIVE NOTES AND THE REQUIREMENTS OF THE EXEMPTION CLAIMED, WHICH CERTIFICATION IS SUPPORTED BY (1) A CERTIFICATE EXECUTED BY THE TRANSFEREE IN THE FORM OF EXHIBIT D TO THE INDENTURE AND (2) IF SUCH TRANSFER IS IN RESPECT OF A PRINCIPAL AMOUNT OF NOTES AT THE TIME OF TRANSFER OF LESS THAN $250,000, AN OPINION OF COUNSEL PROVIDED BY THE TRANSFEROR OR THE TRANSFEREE (A COPY OF WHICH THE TRANSFEROR HAS ATTACHED TO THIS CERTIFICATION), TO THE EFFECT THAT SUCH TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT. UPON CONSUMMATION OF THE PROPOSED TRANSFER IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRANSFERRED BENEFICIAL INTEREST OR DEFINITIVE NOTE WILL BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE IAI GLOBAL NOTE AND/OR THE DEFINITIVE NOTES AND IN THE INDENTURE AND THE SECURITIES ACT.

4. G CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR OF AN UNRESTRICTED DEFINITIVE NOTE.

(A) G CHECK IF TRANSFER IS PURSUANT TO RULE 144. (I) THE TRANSFER IS BEING EFFECTED PURSUANT TO AND IN ACCORDANCE WITH RULE 144 UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS CONTAINED IN THE INDENTURE AND ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND (II) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT. UPON CONSUMMATION OF THE PROPOSED TRANSFER IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRANSFERRED BENEFICIAL INTEREST OR DEFINITIVE NOTE WILL NO LONGER BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE RESTRICTED GLOBAL NOTES, ON RESTRICTED DEFINITIVE NOTES AND IN THE INDENTURE.

(B) G CHECK IF TRANSFER IS PURSUANT TO REGULATION S. (I) THE TRANSFER IS BEING EFFECTED PURSUANT TO AND IN ACCORDANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS CONTAINED IN THE INDENTURE AND ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND (II) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT. UPON CONSUMMATION OF THE PROPOSED TRANSFER IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRANSFERRED BENEFICIAL INTEREST OR DEFINITIVE NOTE WILL NO LONGER BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE RESTRICTED GLOBAL NOTES, ON RESTRICTED DEFINITIVE NOTES AND IN THE INDENTURE.

(C) G CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (I) THE TRANSFER IS BEING EFFECTED PURSUANT TO AND IN COMPLIANCE WITH AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OTHER THAN RULE 144, RULE 903 OR RULE 904 AND IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS CONTAINED IN THE INDENTURE AND ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND (II) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT. UPON CONSUMMATION OF THE PROPOSED TRANSFER IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRANSFERRED BENEFICIAL INTEREST OR DEFINITIVE NOTE WILL NOT BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE RESTRICTED GLOBAL NOTES OR RESTRICTED DEFINITIVE NOTES AND IN THE INDENTURE.

THIS CERTIFICATE AND THE STATEMENTS CONTAINED HEREIN ARE MADE FOR YOUR BENEFIT AND THE BENEFIT OF THE COMPANY.

[INSERT NAME OF TRANSFEROR]

BY:

NAME:
TITLE:

DATED: ,

ANNEX A TO CERTIFICATE OF TRANSFER

1. THE TRANSFEROR OWNS AND PROPOSES TO TRANSFER THE FOLLOWING:

[CHECK ONE OF (A) OR (B)]

(A) G A BENEFICIAL INTEREST IN THE:

(I) G 144A GLOBAL NOTE (CUSIP _____), OR

(II) G REGULATION S GLOBAL NOTE (CUSIP _____), OR

(III) G IAI GLOBAL NOTE (CUSIP_____); OR

(B) G A RESTRICTED DEFINITIVE NOTE.

2. AFTER THE TRANSFER THE TRANSFEREE WILL HOLD:

[CHECK ONE]

(A) G A BENEFICIAL INTEREST IN THE:

(I) G 144A GLOBAL NOTE (CUSIP_____), OR

(II) G REGULATION S GLOBAL NOTE (CUSIP_____), OR

(III) G IAI GLOBAL NOTE (CUSIP_____); OR

(IV) G UNRESTRICTED GLOBAL NOTE (CUSIP_____); OR

(B) G A RESTRICTED DEFINITIVE NOTE; OR

(C) G AN UNRESTRICTED DEFINITIVE NOTE,

IN ACCORDANCE WITH THE TERMS OF THE INDENTURE.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

(CUSIP_____)

MASTEC, INC.
3155 N.W. 77TH AVENUE
SUITE 300
MIAMI, FLORIDA 33122-1205

FIRST TRUST NATIONAL ASSOCIATION
180 E. 5TH STREET
ST. PAUL, MINNESOTA 55101

RE: 7 3/4% SENIOR SUBORDINATED NOTES DUE 2008

REFERENCE IS HEREBY MADE TO THE INDENTURE, DATED AS OF JANUARY 4, 1998 (THE "INDENTURE"), AMONG MASTEC, INC. (THE "COMPANY") AND FIRST TRUST NATIONAL ASSOCIATION, AS TRUSTEE. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE INDENTURE.

_____, (THE "OWNER") OWNS AND PROPOSES TO EXCHANGE THE NOTE[S] OR INTEREST IN SUCH NOTE[S] SPECIFIED HEREIN, IN THE PRINCIPAL AMOUNT OF $_____ IN SUCH NOTE[S] OR INTERESTS (THE "EXCHANGE"). IN CONNECTION WITH THE EXCHANGE, THE OWNER HEREBY CERTIFIES THAT:

1. EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE FOR UNRESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN AN UNRESTRICTED GLOBAL NOTE

(A) G CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. IN CONNECTION WITH THE EXCHANGE OF THE OWNER'S BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE FOR A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE IN AN EQUAL PRINCIPAL AMOUNT, THE OWNER HEREBY CERTIFIES (I) THE BENEFICIAL INTEREST IS BEING ACQUIRED FOR THE OWNER'S OWN ACCOUNT WITHOUT TRANSFER, (II) SUCH EXCHANGE HAS BEEN EFFECTED IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS APPLICABLE TO THE GLOBAL NOTES AND PURSUANT TO AND IN ACCORDANCE WITH THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), (III) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT AND (IV) THE BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE IS BEING ACQUIRED IN COMPLIANCE WITH ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

(B) G CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO UNRESTRICTED DEFINITIVE NOTE. IN CONNECTION WITH THE EXCHANGE OF THE OWNER'S BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE FOR AN UNRESTRICTED DEFINITIVE NOTE, THE OWNER HEREBY CERTIFIES (I) THE DEFINITIVE NOTE IS BEING ACQUIRED FOR THE OWNER'S OWN ACCOUNT WITHOUT TRANSFER, (II) SUCH EXCHANGE HAS BEEN EFFECTED IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS APPLICABLE TO THE RESTRICTED GLOBAL NOTES AND PURSUANT TO AND IN ACCORDANCE WITH THE SECURITIES ACT, (III) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE

SECURITIES ACT AND (IV) THE DEFINITIVE NOTE IS BEING ACQUIRED IN COMPLIANCE WITH ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

(C) G CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. IN CONNECTION WITH THE OWNER'S EXCHANGE OF A RESTRICTED DEFINITIVE NOTE FOR A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE, THE OWNER HEREBY CERTIFIES (I) THE BENEFICIAL INTEREST IS BEING ACQUIRED FOR THE OWNER'S OWN ACCOUNT WITHOUT TRANSFER, (II) SUCH EXCHANGE HAS BEEN EFFECTED IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS APPLICABLE TO RESTRICTED DEFINITIVE NOTES AND PURSUANT TO AND IN ACCORDANCE WITH THE SECURITIES ACT, (III) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT AND (IV) THE BENEFICIAL INTEREST IS BEING ACQUIRED IN COMPLIANCE WITH ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

(D) G CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO UNRESTRICTED DEFINITIVE NOTE. IN CONNECTION WITH THE OWNER'S EXCHANGE OF A RESTRICTED DEFINITIVE NOTE FOR AN UNRESTRICTED DEFINITIVE NOTE, THE OWNER HEREBY CERTIFIES (I) THE UNRESTRICTED DEFINITIVE NOTE IS BEING ACQUIRED FOR THE OWNER'S OWN ACCOUNT WITHOUT TRANSFER, (II) SUCH EXCHANGE HAS BEEN EFFECTED IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS APPLICABLE TO RESTRICTED DEFINITIVE NOTES AND PURSUANT TO AND IN ACCORDANCE WITH THE SECURITIES ACT, (III) THE RESTRICTIONS ON TRANSFER CONTAINED IN THE INDENTURE AND THE PRIVATE PLACEMENT LEGEND ARE NOT REQUIRED IN ORDER TO MAINTAIN COMPLIANCE WITH THE SECURITIES ACT AND (IV) THE UNRESTRICTED DEFINITIVE NOTE IS BEING ACQUIRED IN COMPLIANCE WITH ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

2. EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES FOR RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES

(A) G CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO RESTRICTED DEFINITIVE NOTE. IN CONNECTION WITH THE EXCHANGE OF THE OWNER'S BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE FOR A RESTRICTED DEFINITIVE NOTE WITH AN EQUAL PRINCIPAL AMOUNT, THE OWNER HEREBY CERTIFIES THAT THE RESTRICTED DEFINITIVE NOTE IS BEING ACQUIRED FOR THE OWNER'S OWN ACCOUNT WITHOUT TRANSFER. UPON CONSUMMATION OF THE PROPOSED EXCHANGE IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE RESTRICTED DEFINITIVE NOTE ISSUED WILL CONTINUE TO BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE RESTRICTED DEFINITIVE NOTE AND IN THE INDENTURE AND THE SECURITIES ACT.

(B) G CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE. IN CONNECTION WITH THE EXCHANGE OF THE OWNER'S RESTRICTED DEFINITIVE NOTE FOR A BENEFICIAL INTEREST IN THE [CHECK ONE] "144A GLOBAL NOTE, "REGULATION S GLOBAL NOTE," IAI GLOBAL NOTE WITH AN EQUAL PRINCIPAL AMOUNT, THE OWNER HEREBY CERTIFIES (I) THE BENEFICIAL INTEREST IS BEING ACQUIRED FOR THE OWNER'S OWN ACCOUNT WITHOUT TRANSFER AND (II) SUCH EXCHANGE HAS BEEN EFFECTED IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS APPLICABLE TO THE RESTRICTED GLOBAL NOTES AND PURSUANT TO AND IN ACCORDANCE WITH THE SECURITIES ACT, AND IN COMPLIANCE WITH ANY APPLICABLE BLUE SKY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. UPON CONSUMMATION OF THE PROPOSED EXCHANGE IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE BENEFICIAL INTEREST ISSUED WILL BE SUBJECT TO THE RESTRICTIONS ON TRANSFER ENUMERATED IN THE PRIVATE PLACEMENT LEGEND PRINTED ON THE RELEVANT RESTRICTED GLOBAL NOTE AND IN THE INDENTURE AND THE SECURITIES ACT.

THIS CERTIFICATE AND THE STATEMENTS CONTAINED HEREIN ARE MADE FOR YOUR ENEFIT AND THE BENEFIT OF THE COMPANY.

_____
[INSERT NAME OF OWNER]

BY: _____
NAME:

TITLE:

DATED: _____, ____

EXHIBIT D

FORM OF LETTER TO BE DELIVERED BY
INSTITUTIONAL ACCREDITED INVESTORS

WE ARE DELIVERING THIS LETTER IN CONNECTION WITH AN OFFERING OF 7 3/4% SENIOR SUBORDINATED NOTES DUE 2008 (THE "NOTES") OF MASTEC, INC., A DELAWARE CORPORATION (THE "COMPANY"), ALL AS DESCRIBED IN THE OFFERING CIRCULAR (THE "OFFERING CIRCULAR") RELATING TO SUCH OFFERING.

WE HEREBY CONFIRM THAT:

(I) WE ARE AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN ENTITY IN WHICH ALL OF THE EQUITY OWNERS ARE ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT (AN "INSTITUTIONAL ACCREDITED INVESTOR");

(II) ANY PURCHASE OF NOTES BY US WILL BE FOR OUR OWN ACCOUNT OR THE ACCOUNT OF ONE OR MORE OTHER INSTITUTIONAL ACCREDITED INVESTORS;

(III) IN THE EVENT THAT WE PURCHASE ANY NOTES, WE WILL ACQUIRE NOTES HAVING A MINIMUM PURCHASE PRICE OF AT LEAST $100,000 FOR OUR OWN ACCOUNT AND FOR EACH SEPARATE ACCOUNT FOR WHICH WE ARE ACTING;

(IV) WE HAVE SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT WE ARE CAPABLE OF EVALUATING THE MERITS AND RISKS OF PURCHASING NOTES;

(V) WE ARE NOT ACQUIRING NOTES WITH A VIEW TO ANY DISTRIBUTION THEREOF IN A TRANSACTION THAT WOULD VIOLATE THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION; PROVIDED THAT THE DISPOSITION OF OUR PROPERTY AND THE PROPERTY OF ANY ACCOUNTS FOR WHICH WE ARE ACTING AS FIDUCIARY SHALL REMAIN AT ALL TIMES WITHIN OUR CONTROL; AND

(VI) WE HAVE RECEIVED A COPY OF THE OFFERING CIRCULAR AND ACKNOWLEDGE THAT WE HAVE HAD ACCESS TO SUCH FINANCIAL AND OTHER INFORMATION, AND HAVE BEEN AFFORDED THE OPPORTUNITY TO ASK SUCH QUESTIONS OF REPRESENTATIVES OF THE COMPANY AND RECEIVE ANSWERS THERETO, AS WE DEEM NECESSARY IN CONNECTION WITH OUR DECISION TO PURCHASE THE NOTES.

WE UNDERSTAND THAT THE NOTES ARE BEING OFFERED IN A TRANSACTION NOT INVOLVING ANY PUBLIC OFFERING WITHIN THE MEANING OF THE SECURITIES ACT AND THAT THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AND WE AGREE, ON OUR OWN BEHALF AND ON BEHALF OF ANY ACCOUNTS FOR WHICH WE ACQUIRE ANY NOTES, THAT SUCH NOTES MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (I) TO A PERSON WHOM WE REASONABLY BELIEVE TO BE A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, OUTSIDE THE UNITED STATES IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT, OR IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE COMPANY SO REQUESTS), (II) TO THE COMPANY OR (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, AND, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE

UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION. WE UNDERSTAND THAT THE REGISTRAR WILL NOT BE REQUIRED TO ACCEPT FOR REGISTRATION OF TRANSFER ANY NOTES, EXCEPT UPON PRESENTATION OF EVIDENCE SATISFACTORY TO THE COMPANY THAT THE FOREGOING RESTRICTIONS ON TRANSFER HAVE BEEN COMPLIED WITH.

WE ACKNOWLEDGE THAT YOU, THE COMPANY AND OTHERS WILL RELY UPON OUR CONFIRMATIONS, ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH HEREIN, AND WE AGREE TO NOTIFY YOU PROMPTLY IN WRITING IF ANY OF OUR REPRESENTATIONS OR WARRANTIES HEREIN CEASES TO BE ACCURATE AND COMPLETE.

THIS LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

_____
[INSERT NAME OF ACCREDITED INVESTOR]

BY:_____
NAME:
TITLE:

DATED: _____, ____

A/B EXCHANGE
REGISTRATION RIGHTS AGREEMENT

Dated as of February 4, 1998

by and among

MASTEC, INC.

and

JEFFERIES & COMPANY, INC.
BANCBOSTON SECURITIES INC.
CIBC OPPENHEIMER CORP.
NATIONSBANC MONTGOMERY SECURITIES LLC

This Registration Rights Agreement (this "AGREEMENT") is made and entered into as of February 4, 1998 by and among MasTec, Inc., a Delaware corporation (the "COMPANY") and Jefferies & Company, Inc., BancBoston Securities Inc., CIBC Oppenheimer Corp. and NationsBanc Montgomery Securities LLC (each an "INITIAL PURCHASER" and, collectively, the "INITIAL PURCHASERS"), each of whom has agreed to purchase the Company's 7-3/4% Senior Subordinated Notes due 2008 (the "SERIES A NOTES") pursuant to the Purchase Agreement (as defined below).

This Agreement is made pursuant to the Purchase Agreement, dated January 30, 1998 (the "PURCHASE AGREEMENT"), by and among the Company and the Initial Purchasers. In order to induce the Initial Purchasers to purchase the Series A Notes, the Company has agreed to provide the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 9(k) of the Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture, dated February 4, 1998, between the Company and First Trust National Association, as trustee (the "TRUSTEE"), relating to the Series A Notes and the Series B Notes (the "INDENTURE").

The parties hereby agree as follows:

SECTION

1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings:

ACT: The Securities Act of 1933, as amended.

AFFILIATE: As defined in Rule 144 of the Act.

BROKER-DEALER: Any broker or dealer registered under the Exchange Act.

CERTIFICATED SECURITIES: Definitive Notes, as defined in the Indenture.

CLOSING DATE: The date hereof.

COMMISSION: The Securities and Exchange Commission.

CONSUMMATE: An Exchange Offer shall be deemed "Consummated" for purposes of this Agreement upon the occurrence of (a) the filing and effectiveness under the Act of the Exchange Offer Registration Statement relating to the Series B Notes to be issued in the Exchange Offer, (b) the maintenance of such Exchange Offer Registration Statement continuously effective and the keeping of the Exchange Offer open for a period not less than the period required pursuant to Section 3(b) hereof and (c) the delivery by the Company to the Registrar under the Indenture of Series B Notes in the same aggregate principal amount as the aggregate principal amount of Series A Notes tendered by Holders thereof pursuant to the Exchange Offer.

EFFECTIVENESS DEADLINE: As defined in Section 3(a) and 4(a) hereof.

EXCHANGE ACT: The Securities Exchange Act of 1934, as amended.

EXCHANGE OFFER: The registration by the Company under the Act of the Series B Notes. pursuant to the Exchange Offer Registration Statement, pursuant to which the Company offers the Holders of all outstanding Transfer Restricted Securities the opportunity to exchange all such outstanding Transfer Restricted Securities held by such Holders for Series B Notes in an aggregate principal amount equal to the aggregate principal amount of the Transfer Restricted Securities that are tendered by such Holders in connection with such exchange offer.

EXCHANGE OFFER REGISTRATION STATEMENT: The Registration Statement relating to the Exchange Offer, including the related Prospectus.

EXEMPT RESALES: The transactions in which the Initial Purchasers propose to sell the Series A Notes to certain "qualified institutional buyers," as such term is defined in Rule 144A under the Act, to certain "accredited investors," as such term is defined in Rule 501(a)(1), (2), (3), (5) and (7) of Regulation D under the Act and pursuant to Regulation S under the Act.

FILING DEADLINE: As defined in Sections 3(a) and 4(a) hereof.

HOLDERS: As defined in Section 2 hereof.

INDEMNIFIED HOLDER: As defined in Section 8(a) hereof.

PROSPECTUS: The prospectus included in a Registration Statement at the time such Registration Statement is declared effective, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

RECOMMENCEMENT DATE: As defined in Section 6(d) hereof.

REGISTRATION DEFAULT: As defined in Section 5 hereof.

REGISTRATION STATEMENT: Any registration statement of the Company relating to (a) an offering of Series B Notes pursuant to an Exchange Offer or (b) the registration for resale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, in each case, (i) that is filed pursuant to the provisions of this Agreement and (ii) including the Prospectus included therein, all amendments and supplements thereto (including post-effective amendments) and all exhibits and material incorporated by reference therein.

REGULATION S: Regulation S promulgated under the Act.

RESTRICTED BROKER-DEALER: Any Broker-Dealer that holds Series B Notes that were acquired in the Exchange Offer in exchange for Series A Notes that such Broker-Dealer acquired for its own account as a result of market making activities or other trading activities (other than Series A Notes acquired directly from the Company or any of its affiliates).

RULE 144: Rule 144 promulgated under the Act.

SERIES B NOTES: The Company's 7-3/4% Series B Senior Notes due 2008 to be issued pursuant to the Indenture: (i) in the Exchange Offer or (ii) as contemplated by Section 4 hereof.

SHELF REGISTRATION STATEMENT: As defined in Section 4 hereof.

SUSPENSION NOTICE: As defined in Section 6(d) hereof.

TIA: The Trust Indenture Act of 1939 (15 U.S.C. Section 77aaa-77bbbb) as in effect on the date of the Indenture.

TRANSFER RESTRICTED SECURITIES: Each Note, until the earliest to occur of (a) the date on which such Series A Note is exchanged in the Exchange Offer and entitled to be resold to the public by the Holder thereof without complying with the prospectus delivery requirements of the Act, (b) the date on which such Series A Note has been disposed of in accordance with a Shelf Registration Statement, (c) the date on which such Series A Note is disposed of by a Broker-Dealer pursuant to the "Plan of Distribution" contemplated by the Exchange Offer Registration Statement (including delivery of the Prospectus contained therein) or (d) the date on which such Series A Note is distributed to the public pursuant to Rule 144 under the Act or is saleable pursuant to Rule 144(k) (as any successor provision) under the Act.

SECTION 2. HOLDERS

A Person is deemed to be a holder of Transfer Restricted Securities (each, a "HOLDER") whenever such Person owns Transfer Restricted Securities.

SECTION 3. REGISTERED EXCHANGE OFFER

A. Unless the Exchange Offer shall not be permitted by applicable federal law or Commission Policy (after the procedures set forth in Section 6(a)(i) below have been complied with), the Company shall (i) cause the Exchange Offer Registration Statement to be filed with the Commission as soon as practicable after the Closing Date (the "EXCHANGE OFFER FILING DATE"), but in no event later than 60 days after the Closing Date (such 60th day being the "FILING DEADLINE"), (ii) use its best efforts to cause such Exchange Offer Registration Statement to become effective at the earliest possible time, but in no event later than 120 days after the Closing Date (such 120th day being the "EFFECTIVENESS DEADLINE"), (iii) in connection with the foregoing, (A) file all pre-effective amendments to such Exchange Offer Registration Statement as may be necessary in order to cause it to become effective, (B) file, if applicable, a post-effective amendment to such Exchange Offer Registration Statement pursuant to Rule 430A under the Act and (C) cause all necessary filings, if any, in connection with the registration and qualification of the Series B Notes to be made under the Blue Sky laws of such jurisdictions as are necessary to permit Consummation of the Exchange Offer, and (iv) upon the effectiveness of such Exchange Offer Registration Statement, commence and Consummate the Exchange Offer. The Exchange Offer shall be on the appropriate form permitting registration of the Series B Notes to be offered in exchange for the Series A Notes that are Transfer Restricted Securities and to permit resales of Series B Notes by Restricted Broker-Dealers that tendered into the Exchange Offer for Series A Notes that such Broker-Dealer acquired for its own account as a result of market making activities or other trading activities (other than

Series A Notes acquired directly from the Company or any of its Affiliates) as contemplated by Section 3(c) below.

B. The Company shall use its best efforts to cause the Exchange Offer Registration Statement to be effective continuously, and shall keep the Exchange Offer open for a period of not less than the minimum period required under applicable federal and state securities laws to Consummate the Exchange Offer; PROVIDED, HOWEVER, that in no event shall such period be less than 20 Business Days. The Company shall cause the Exchange Offer to comply with all applicable federal and state securities laws. No securities other than the Series B Notes shall be included in the Exchange Offer Registration Statement. The Company shall use its best efforts to cause the Exchange Offer to be Consummated on the earliest practicable date after the Exchange Offer Registration Statement has become effective, but in no event later than 30 Business Days thereafter.

C. The Company shall include a "Plan of Distribution" section in the Prospectus contained in the Exchange Offer Registration Statement and indicate therein that any Broker-Dealer who holds Transfer Restricted Securities that were acquired for the account of such Broker-Dealer as a result of market-making activities or other trading activities (other than Transfer Restricted Securities acquired directly from the Company or any Affiliate of the Company), may exchange such Transfer Restricted Securities pursuant to the Exchange Offer; however, such Broker-Dealer may be deemed to be an "underwriter" within the meaning of the Act and must, therefore, deliver a prospectus meeting the requirements of the Act in connection with its initial sale of any Series B Notes received by such Broker-Dealer in the Exchange Offer and that the Prospectus contained in the Exchange Offer Registration Statement may be used to satisfy such prospectus delivery requirement. Such "Plan of Distribution" section shall also contain all other information with respect to such sales by such Broker-Dealers that the Commission may require in order to permit such sales pursuant thereto, but such "Plan of Distribution" shall not name any such Broker-Dealer or disclose the amount of Transfer Restricted Securities held by any such Broker-Dealer, except to the extent required by the Commission as a result of a change in policy, rules or regulations after the date of this Agreement. See the Shearman & Sterling no-action letter (available July 2, 1993).

To the extent necessary to ensure that the Exchange Offer Registration Statement is available for sales of Series B Notes by Restricted Broker-Dealers, the Company agrees to use its best efforts to keep the Exchange Offer Registration Statement continuously effective, supplemented and amended as required by the provisions of Section 6(c) hereof and in conformity with the requirements of this Agreement, the Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of 180 days from the date on which the Exchange Offer is Consummated, or such shorter period as will terminate when all Restricted Broker Dealers have sold all Series B Notes held by them. The Company shall promptly provide sufficient copies of the latest version of such Prospectus to such Restricted Broker-Dealers promptly upon request at any time during such period.

SECTION

4. SHELF REGISTRATION

A. SHELF REGISTRATION. If (i) the Exchange Offer is not permitted by applicable law (after the Company has complied with the procedures set forth in Section 6(a)(i) below) or (ii) if any

Holder of Transfer Restricted Securities shall notify the Company within 20 days following the Consummation of the Exchange Offer that (A) such Holder was prohibited by law or Commission policy from participating in the Exchange Offer or (B) such Holder may not resell the Series B Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales by such Holder or (C) such Holder is a Broker-Dealer and holds Series A Notes acquired directly from the Company or any of its Affiliates, then the Company shall:

(1) cause to be filed, on or prior to 60 days after the earlier of (i) the date on which the Company determines that the Exchange Offer Registration Statement cannot be filed as a result of clause (a)(i) above and (ii) the date on which the Company receives the notice specified in clause (a)(ii) above, (such earlier date, the "FILING DEADLINE"), a shelf registration statement pursuant to Rule 415 under the Act (which may be an amendment to the Exchange Offer Registration Statement (the "SHELF REGISTRATION STATEMENT")), relating to all Transfer Restricted Securities, and

(2) use its best efforts to cause such Shelf Registration Statement to become effective on or prior to 120 days after the Filing Deadline (such 120th day the "EFFECTIVENESS DEADLINE").

If, after the Company has filed an Exchange Offer Registration Statement that satisfies the requirements of Section 3(a) above, the Company is required to file and make effective a Shelf Registration Statement solely because the Exchange Offer is not permitted under applicable federal law, then the filing of the Exchange Offer Registration Statement shall be deemed to satisfy the requirements of clause (1) above; PROVIDED that, in such event, the Company shall remain obligated to meet the Effectiveness Deadline set forth in clause (2).

The Company shall use its best efforts to keep any Shelf Registration Statement required by this Section 4(a) continuously effective, supplemented and amended as required by and subject to the provisions of Sections 6(b) and (c) hereof to the extent necessary to ensure that it is available for sales of Transfer Restricted Securities by the Holders thereof entitled to the benefit of this Section 4(a), and to ensure that it conforms with the requirements of this Agreement, the Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of at least two years (as extended pursuant to Section 6(c)(i)) following the date on which such Shelf Registration Statement first becomes effective under the Act, or such shorter period as will terminate when all Transfer Restricted Securities covered by such Registration Statement have been sold pursuant thereto. The Company shall not be deemed to have breached its obligation pursuant to the preceding sentence if it shall be required to amend the Shelf Registration Statement or the effectiveness of the Shelf Registration Statement shall be suspended, or the prospectus contained in the Shelf Registration Statement shall not be usable, as a result of a corporate transaction involving the Company that is not adequately reflected in the Shelf Registration Statement; PROVIDED that the failure to keep the Shelf Registration Statement effective and usable for such reasons shall last no longer than 30 days in any 12-month period (whereafter liquidated damages pursuant to Section 5 shall accrue). Any such period during which the Company fails to keep the Shelf Registration Statement effective and usable is referred to as a "Suspension Period." A Suspension Period shall commence on and include the date that the Company gives notice that the Shelf Registration Statement is no longer effective or the prospectus included therein is no longer usable and shall end

on the earlier to occur of (i) the date when each seller of Transfer Restricted Securities covered by such Shelf Registration Statement either receives copies of the supplemented or amended prospectus or is advised in writing by the Company that the use of the prospectus may be resumed and (ii) the expiration of the 30 days in any 12-month period during which one or more Suspension Periods has been in effect; PROVIDED that the period during which the Shelf Registration Statement is required to be kept continuously effective shall be increased by the total number of days of all such Suspension Periods.

B. PROVISION BY HOLDERS OF CERTAIN INFORMATION IN CONNECTION WITH THE SHELF REGISTRATION STATEMENT. No Holder of Transfer Restricted Securities may include any of its Transfer Restricted Securities in any Shelf Registration Statement pursuant to this Agreement unless and until such Holder furnishes to the Company in writing, within 20 days after receipt of a request therefor, the information specified in Item 507 or 508 of Regulation S-K, as applicable, of the Act for use in connection with any Shelf Registration Statement or Prospectus or preliminary Prospectus included therein. No Holder of Transfer Restricted Securities shall be entitled to liquidated damages pursuant to Section 5 hereof unless and until such Holder shall have provided all such information. Each selling Holder agrees to promptly furnish additional information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially misleading.

SECTION

5. LIQUIDATED DAMAGES

If (i) any Registration Statement required by this Agreement is not filed with the Commission on or prior to the applicable Filing Deadline, (ii) any such Registration Statement has not been declared effective by the Commission on or prior to the applicable Effectiveness Deadline, (iii) the Exchange Offer has not been Consummated within 30 Business Days after the Effectiveness Deadline or (iv) except as provided in Section 4(a)(2), any Registration Statement required by this Agreement is filed and declared effective but shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded within five days by a post-effective amendment to such Registration Statement or an additional Registration Statement that cures such failure and that is itself declared effective (each such event referred to in clauses (i) through (iv), a "REGISTRATION DEFAULT"), then the Company hereby agrees to pay to each Holder of Transfer Restricted Securities affected thereby liquidated damages in an amount equal to $.05 per week per $1,000 in principal amount of Transfer Restricted Securities held by such Holder for each week or portion thereof that the Registration Default continues for the first 90-day period immediately following the occurrence of such Registration Default. The amount of the liquidated damages shall increase by an additional $.05 per week per $1,000 in principal amount of Transfer Restricted Securities with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of liquidated damages of $.20 per week per $1,000 in principal amount of Transfer Restricted Securities; PROVIDED that the Company shall in no event be required to pay liquidated damages for more than one Registration Default at any given time. Notwithstanding anything to the contrary set forth herein, (1) upon filing of the Exchange Offer Registration Statement (and/or, if applicable, the Shelf Registration Statement), in the case of (i) above, (2) upon the effectiveness of the Exchange Offer Registration Statement (and/or, if applicable, the Shelf Registration Statement), in the case of (ii) above, (3) upon Consummation of

the Exchange Offer, in the case of (iii) above, or (4) upon the filing of a post-effective amendment to the Registration Statement or an additional Registration Statement that causes the Exchange Offer Registration Statement (and/or, if applicable, the Shelf Registration Statement) to again be declared effective or made usable in the case of (iv) above, the liquidated damages payable with respect to the Transfer Restricted Securities as a result of such clause (i), (ii), (iii) or (iv), as applicable, shall cease.

All accrued liquidated damages shall be paid to the Holders entitled thereto, in the manner provided for the payment of interest in the Indenture, on each Interest Payment Date, as more fully set forth in the Indenture and the Notes. All obligations of the Company set forth in the preceding paragraph that are outstanding with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such Security shall have been satisfied in full.

SECTION 6. REGISTRATION PROCEDURES

A. EXCHANGE OFFER REGISTRATION STATEMENT. In connection with the Exchange Offer, the Company shall comply with all applicable provisions of Section 6(c) below, shall use its best efforts to effect such exchange and to permit the resale of Series B Notes by Restricted Broker-Dealers that tendered in the Exchange Offer Series A Notes that such Restricted Broker-Dealer acquired for its own account as a result of its market making activities or other trading activities (other than Series A Notes acquired directly from the Company or any of its Affiliates) being sold in accordance with the intended method or methods of distribution thereof, and shall comply with all of the following provisions:

(i). If, following the date hereof there has been announced a change in Commission policy with respect to exchange offers such as the Exchange Offer, that in the reasonable opinion of counsel to the Company there is a question as to whether the Exchange Offer is permitted by applicable federal law, the Company hereby agrees to seek a no-action letter or other favorable decision from the Commission allowing the Company to Consummate an Exchange Offer for such Transfer Restricted Securities. The Company hereby agrees to pursue the issuance of such a decision to the Commission staff level but shall not be required to take commercially unreasonable action to effect a change of Commission Policy. In connection with the foregoing, the Company hereby agrees to (A) participate in telephonic conferences with the Commission, (B) deliver to the Commission staff an analysis prepared by counsel to the Company setting forth the legal bases, if any, upon which such counsel has concluded that such an Exchange Offer should be permitted and (C) diligently pursue a resolution (which need not be favorable) by the Commission staff.

(ii). As a condition to its participation in the Exchange Offer, each Holder of Transfer Restricted Securities (including, without limitation, any Holder who is a Broker Dealer) shall furnish, prior to the Consummation of the Exchange Offer, a written representation to the Company (which may be contained in the letter of transmittal contemplated by the Exchange Offer Registration Statement) to the effect that (A) it is not an Affiliate of the Company, (B) it is not engaged in, and does not intend to engage in, and

has no arrangement or understanding with any person to participate in, a distribution of the Series B Notes within the meaning of the Act, (C) it is acquiring the Series B Notes in its ordinary course of business and (D) it is not acting on behalf of any person who could not make the foregoing representations. Each Holder using the Exchange Offer to participate in a distribution of the Series B Notes hereby acknowledges and agrees that, if the resales are of Series B Notes obtained by such Holder in exchange for Series A Notes acquired directly from the Company or an Affiliate thereof, it (1) could not, under Commission policy as in effect on the date of this Agreement, rely on the position of the Commission enunciated in MORGAN STANLEY AND CO., INC. (available June 5, 1991) and EXXON CAPITAL HOLDINGS CORPORATION (available May 13, 1988), as interpreted in the Commission's letter to SHEARMAN & STERLING dated July 2, 1993, and similar no-action letters (including, if applicable, any no-action letter obtained pursuant to clause (i) above), and (2) must comply with the registration and prospectus delivery requirements of the Act in connection with a secondary resale transaction and that such a secondary resale transaction must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K.

(iii). Prior to effectiveness of the Exchange Offer Registration Statement, the Company shall provide a supplemental letter to the Commission (A) stating that the Company is registering the Exchange Offer in reliance on the position of the Commission enunciated in EXXON CAPITAL HOLDINGS CORPORATION (available May 13, 1988), MORGAN STANLEY AND CO., INC. (available June 5, 1991) as interpreted in the Commission's letter to SHEARMAN & STERLING dated July 2, 1993, and, if applicable, any no-action letter obtained pursuant to clause (i) above, (B) including a representation that the Company has not entered into any arrangement or understanding with any Person to distribute the Series B Notes to be received in the Exchange Offer and that, to the best of the Company's information and belief, each Holder participating in the Exchange Offer is acquiring the Series B Notes in its ordinary course of business and has no arrangement or understanding with any Person to participate in the distribution of the Series B Notes received in the Exchange Offer and (C) any other undertaking or representation required by the Commission as set forth in any no-action letter obtained pursuant to clause (i) above, if applicable.

B. SHELF REGISTRATION STATEMENT. In connection with the Shelf Registration Statement, the Company shall comply with all the provisions of Section 6(c) below and shall use its best efforts to effect such registration to permit the sale of the Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof (as indicated in the information furnished to the Company pursuant to Section 4(b) hereof), and pursuant thereto the Company will prepare and file with the Commission a Registration Statement relating to the registration on any appropriate form under the Act, which form shall be available for the sale of the Transfer Restricted Securities in accordance with the intended method or methods of distribution thereof within the time periods and otherwise in accordance with the provisions hereof.

C. GENERAL PROVISIONS. In connection with any Registration Statement and any related Prospectus required by this Agreement, the Company shall:

(i). use its best efforts to keep such Registration Statement continuously effective and provide all requisite financial statements for the period specified in Section 3 or 4 of this Agreement, as applicable. Upon the occurrence of any event that would cause any such Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not to be effective and usable for resale of Transfer Restricted Securities during the period required by this Agreement, the Company shall file promptly an appropriate amendment to such Registration Statement curing such defect, and, if Commission review is required, use its best efforts to cause such amendment to be declared effective as soon as practicable.

(ii). prepare and file with the Commission such amendments and post-effective amendments to the applicable Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period set forth in Section 3 or 4 hereof, as the case may be; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Act, and to comply fully with Rules 424, 430A and 462, as applicable, under the Act in a timely manner; and comply with the provisions of the Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement to the Prospectus;

(iii). advise the selling Holders promptly and, if requested by such Persons, confirm such advice in writing, (A) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to any applicable Registration Statement or any post-effective amendment thereto, when the same has become effective, (B) of any request by the Commission for amendments to the Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement under the Act or of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, (D) of the existence of any fact or the happening of any event that makes any statement of a material fact made in the Registration Statement, the Prospectus, any amendment or supplement thereto or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Registration Statement in order to make the statements therein not misleading, or that requires the making of any additions to or changes in the Prospectus in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If at any time the Commission shall issue any stop order suspending the effectiveness of the Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or Blue Sky laws, the Company shall use its best efforts to obtain the withdrawal or lifting of such order at the earliest possible time;

(iv). subject to Section 6(c)(i), if any fact or event contemplated by Section 6(c)(iii)(D) above shall exist or have occurred, prepare a supplement or post-effective

amendment to the Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v). use its reasonable best efforts to furnish to Jefferies & Company, Inc. and each selling Holder specifically named in any Registration Statement or Prospectus in connection with such sale, if any, before filing with the Commission, copies of any Registration Statement or any Prospectus included therein or any amendments or supplements to any such Registration Statement or Prospectus (excluding all documents incorporated by reference after the initial filing of such Registration Statement which do not refer to the selling Holders), which documents will be subject to the review and comment of such selling Holders in connection with such sale, if any, for a period of at least five Business Days, and the Company will not file any such Registration Statement or Prospectus or any amendment or supplement to any such Registration Statement or Prospectus (including all such documents incorporated by reference which refer to the selling Holders) to which the selling Holders of the Transfer Restricted Securities covered by such Registration Statement in connection with such sale, if any, shall reasonably object within five Business Days after the receipt thereof. A selling Holder shall be deemed to have reasonably objected to such filing if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains a material misstatement or omission or fails to comply with the applicable requirements of the Act;

(vi). promptly after the filing of any document that is to be incorporated by reference into a Registration Statement or Prospectus, provide copies of such document to the selling Holders in connection with such sale, if any;

(vii). make available at reasonable times for inspection by a representative of the selling Holders participating in any disposition pursuant to such Registration Statement and holding at least a majority in aggregate principal amount of the Transfer Restricted Securities and any attorney or accountant retained by such representative, all relevant financial and other records, pertinent corporate documents of the Company and use its reasonable best efforts to cause the Company's officers, directors and employees to supply all relevant information reasonably requested by any such representative of such selling Holders, attorney or accountant to conduct a reasonable due diligence investigation within the meaning of the Act in connection with such Registration Statement or any post-effective amendment thereto subsequent to the filing thereof and prior to its effectiveness; PROVIDED, HOWEVER, that the Company need not make available or supply any information pursuant to this paragraph (vii) to the extent such information may not be disclosed pursuant to any confidentiality agreement to which the Company or any of its subsidiaries is a party or such disclosure would jeopardize any applicable attorney-client, work product or other privilege;

(viii). if requested by any selling Holders in connection with such sale, if any, promptly include in any Registration Statement or Prospectus, pursuant to a supplement or

post-effective amendment if necessary, such information as such selling Holders may reasonably request to have included therein, including, without limitation, information relating to the "Plan of Distribution" of the Transfer Restricted Securities; and make all required filings of such Prospectus supplement or post-effective amendment as soon as practicable after the Company is notified of the matters to be included in such Prospectus supplement or post-effective amendment;

(ix). furnish to each selling Holder specifically named in any Shelf Registration Statement, in connection with such sale, if any, without charge, at least one copy of the Shelf Registration Statement, as first filed with the Commission, and of each amendment thereto, including all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference);

(x). deliver to each selling Holder, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; the Company hereby consents to the use (in accordance with law) of the Prospectus and any amendment or supplement thereto by each of the selling Holders in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto;

(xi). in the case of a Shelf Registration Statement, upon the request of the Holders of at least a majority in aggregate principal amount of the Transfer Restricted Securities being sold, enter into such customary agreements (including underwriting agreements in customary form) and make such customary representations and warranties and take all such other actions in connection therewith in order to expedite or facilitate the disposition of the Transfer Restricted Securities pursuant to such Shelf Registration Statement contemplated by this Agreement as may be reasonably requested by the Holders of at least a majority in aggregate principal amount of the Transfer Restricted Securities being sold in connection with any sale or resale pursuant to such Shelf Registration Statement and in such connection, the Company shall:

(A) upon request of the Holders of at least a majority in aggregate principal amount of the Transfer Restricted Securities being sold, furnish (or in the case of paragraphs (2) and (3), use its best efforts to cause to be furnished) to each selling Holder, upon the effectiveness of the Shelf Registration Statement:

(1) a certificate, dated such date, signed on behalf of the Company by (A) the President or any Vice President and (B) a principal financial or accounting officer of the Company, confirming, as of the date thereof, the matters set forth in paragraphs (a) through (c) of Section 9 of the Purchase Agreement and such other similar matters as the selling Holders may reasonably request;

(2) an opinion, dated the date of effectiveness of the Shelf Registration Statement, as the case may be, of counsel for the Company covering matters similar to those set forth in paragraphs (e) and (f) of Section 9 of the Purchase Agreement and such other matter as the selling Holders may reasonably request,

and in any event including a statement to the effect that such counsel has participated in conferences with officers and other representatives of the Company, representatives of the independent public accountants for the Company and have considered the matters required to be stated therein and the statements contained therein, although such counsel has not independently verified the accuracy, completeness or fairness of such statements; and that such counsel advises that, on the basis of the foregoing (relying as to materiality to the extent such counsel deems appropriate upon the statements of officers and other representatives of the Company) and without independent check or verification, except as specified), no facts came to such counsel's attention that caused such counsel to believe that the applicable Registration Statement, at the time such Registration Statement or any post-effective amendment thereto became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus contained in such Registration Statement as of its date, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Without limiting the foregoing, such counsel may state further that such counsel assumes no responsibility for, and has not independently verified, the accuracy, completeness or fairness of the financial statements, notes and schedules and other financial data included in any Registration Statement contemplated by this Agreement or the related Prospectus; and

(3) a customary comfort letter, dated as of the date of effectiveness of the Shelf Registration Statement, from the Company's independent accountants, in the customary form and covering matters of the type customarily covered in comfort letters to underwriters in connection with underwritten offerings, and affirming the matters set forth in the comfort letters delivered pursuant to Section 8(h) of the Purchase Agreement;

Notwithstanding the foregoing, the Company shall not be obligated to enter into any underwriting agreement or to facilitate such disposition in an underwritten offering pursuant to any Shelf Registration Statement unless Holders of a majority in aggregate principal amount of the Transfer Restricted Securities elect to dispose of such Transfer Restricted Securities in such an underwritten offering

(xii). prior to any public offering of Transfer Restricted Securities, cooperate with the selling Holders and their counsel in connection with the registration and qualification of the Transfer Restricted Securities under the securities or Blue Sky laws of such jurisdictions as the selling Holders may request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the applicable Registration Statement; PROVIDED, HOWEVER, that the Company shall not be required to take any action that would subject it to the service of process in suits or to taxation, other than as to matters and transactions relating to the Registration Statement, in any jurisdiction where it is not now so subject;

(xiii). issue, upon the request of any Holder of Series A Notes covered by any Shelf Registration Statement contemplated by this Agreement, Series B Notes having an aggregate principal amount equal to the aggregate principal amount of Series A Notes surrendered to the Company by such Holder in exchange therefor or being sold by such Holder; such Series B Notes to be registered in the name of such Holder or in the name of the purchaser(s) of such Series B Notes, as the case may be; in return, the Series A Notes held by such Holder shall be surrendered to the Company for cancellation; PROVIDED, FURTHER, that such Series B Notes shall continue to bear restrictive legends until such Notes are no longer Transfer Restricted Securities;

(xiv). in connection with any sale of Transfer Restricted Securities that will result in such securities no longer being Transfer Restricted Securities, cooperate with the selling Holders to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any restrictive legends; and to register such Transfer Restricted Securities in such denominations and such names as the selling Holders may request at least two Business Days prior to such sale of Transfer Restricted Securities;

(xv). use its reasonable best efforts to cause the disposition of the Transfer Restricted Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof to consummate the disposition of such Transfer Restricted Securities, subject to the proviso contained in clause (ix) above;

(xvi). provide a CUSIP number for all Transfer Restricted Securities not later than the effective date of a Registration Statement covering such Transfer Restricted Securities and provide the Trustee under the Indenture with printed certificates for the Transfer Restricted Securities which are in a form eligible for deposit with the Depository Trust Company;

(xvii). otherwise use its best efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders with regard to any applicable Registration Statement, as soon as practicable, a consolidated earnings statement meeting the requirements of Rule 158 (which need not be audited) covering a twelve-month period beginning after the effective date of the Registration Statement (as such term is defined in paragraph (c) of Rule 158 under the Act);

(xviii). cause the Indenture to be qualified under the TIA not later than the effective date of the first Registration Statement required by this Agreement and, in connection therewith, cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for such Indenture to be so qualified in accordance with the terms of the TIA; and execute and use its best efforts to cause the Trustee to execute, all documents that may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable such Indenture to be so qualified in a timely manner; and

(xix). provide promptly to each Holder upon request each document filed with the Commission pursuant to the requirements of Section 13 or Section 15(d) of the Exchange Act.

Notwithstanding the foregoing, nothing in this Agreement shall be deemed to require the Company to register any of its Series A Notes or Series B Notes pursuant to the Exchange Act.

D. RESTRICTIONS ON HOLDERS. Each Holder agrees by acquisition of a Transfer Restricted Security that, upon receipt of any notice from the Company of the existence of any fact of the kind described in Section 6(c)(iii)(D) hereof (in each case, a "SUSPENSION NOTICE"), such Holder will forthwith discontinue disposition of Transfer Restricted Securities pursuant to the applicable Registration Statement until (i) such Holder's has received copies of the supplemented or amended Prospectus contemplated by Section 6(c)(iv) hereof, or (ii) such Holder is advised in writing by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus (in each case, the "RECOMMENCEMENT DATE"). Each Holder receiving a Suspension Notice hereby agrees that it will either (i) destroy any Prospectuses, other than permanent file copies, then in such Holder's possession which have been replaced by the Company with more recently dated Prospectuses or (ii) deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of the Suspension Notice. The time period regarding the effectiveness of such Registration Statement set forth in Section 3 or 4 hereof, as applicable, shall be extended by a number of days equal to the number of days in the period from and including the date of delivery of the Suspension Notice to the date of delivery of the Recommencement Date.

SECTION

7. REGISTRATION EXPENSES

A. All expenses incident to the Company's performance of or compliance with this Agreement will be borne by the Company, regardless of whether a Registration Statement becomes effective, including without limitation: (i) all registration and filing fees and expenses; (ii) all fees and expenses of compliance with federal securities and state Blue Sky or securities laws; (iii) all expenses of printing (including printing certificates for the Series B Notes to be issued in the Exchange Offer and printing of Prospectuses), messenger and delivery services and telephone; (iv) all fees and disbursements of counsel for the Company and, subject to Section 7(b) below, the Holders of Transfer Restricted Securities; (v) all application and filing fees in connection with listing the Series B Notes on a national securities exchange or automated quotation system pursuant to the requirements hereof; and (vi) all fees and disbursements of independent certified public accountants of the Company (including the expenses of any special audit and comfort letters required by or incident to such performance). The Company shall not have any obligation to pay any underwriting fees, discounts or commission attributable to the sale of any Series A Notes or Series B Notes pursuant to this Agreement.

The Company will, in any event, bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the

expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Company.

B. In connection with any Registration Statement required by this Agreement (including, without limitation, the Exchange Offer Registration Statement and the Shelf Registration Statement), the Company will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities being tendered in the Exchange Offer and/or resold pursuant to the "Plan of Distribution" contained in the Exchange Offer Registration Statement or registered pursuant to the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel, who shall be Latham & Watkins unless another firm shall be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

SECTION

8. INDEMNIFICATION

A. The Company agrees to indemnify and hold harmless (i) each Holder and (ii) each person, if any, who controls (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) any Holder (any of the persons referred to in this clause (ii) being hereinafter referred to as a "controlling person") and (iii) the respective officers, directors, partners, employees, representatives and agents of any Holder or any controlling person (any person referred to in clause (i), (ii) or (iii) may hereinafter be referred to as an "INDEMNIFIED HOLDER"), from and against any and all losses, claims, damages, liabilities, judgments, (including without limitation, any legal or other expenses reasonably incurred in connection with investigating or defending any matter, including any action that could give rise to any such losses, claims, damages, liabilities or judgments) caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, preliminary prospectus or Prospectus (or any amendment or supplement thereto) provided by the Company to any holder or any prospective purchaser of Series B Notes, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or judgments are caused by an untrue statement or omission or alleged untrue statement or omission that is based upon information relating to any of the Holders furnished in writing to the Company by or on behalf of any of the Holders, expressly for use in such Registration Statement, preliminary prospectus or Prospectus; PROVIDED, HOWEVER, that the indemnification contained in this paragraph (a) with respect to any preliminary prospectus provided by the Company shall not inure to the benefit of any Initial Purchaser (or to the benefit of any person controlling such Initial Purchaser) on account of any such loss, claim, damage, liability or judgment arising from the sale of the Notes by such Initial Purchaser to any person if the untrue statement or alleged untrue statement or omission or alleged omission of a material fact contained in such preliminary prospectus was corrected in the Prospectus and the Initial Purchaser sold Notes to that person without sending or giving at or prior to the written confirmation of such sale, a copy of the Prospectus (as then amended or supplemented) if the Company has previously furnished sufficient copies thereof to the Initial Purchaser on a timely basis to permit such sending or giving.

B. Each Holder of Transfer Restricted Securities agrees, severally and not jointly, to indemnify and hold harmless the Company, and its directors and officers, and each person, if any, who controls (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) the Company, to the same extent as the foregoing indemnity from the Company to each of the Indemnified Holders, but only with respect to information relating to such Indemnified Holder furnished in writing to the Company by or on behalf of such Indemnified Holder expressly for use in any Registration Statement. In no event shall any Indemnified Holder be liable or responsible for any amount in excess of the amount by which the total amount received by such Indemnified Holder with respect to its sale of Transfer Restricted Securities pursuant to a Registration Statement exceeds the amount paid to the Company by such Indemnified Holder for such Transfer Restricted Securities.

C. In case any action shall be commenced involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b) (the "indemnified party"), the indemnified party shall promptly notify the person against whom such indemnity may be sought (the "indemnifying person") in writing and the indemnifying party shall assume the defense of such action, including the employment of counsel reasonably satisfactory to the indemnified party and the payment of all fees and expenses of such counsel, as incurred (except that in the case of any action in respect of which indemnity may be sought pursuant to both Sections 8(a) and 8(b), an Indemnified Holder shall not be required to assume the defense of such action pursuant to this Section 8(c), but may employ separate counsel and participate in the defense thereof, but the fees and expenses of such counsel, except as provided below, shall be at the expense of the Indemnified Holder). Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party unless (i) the employment of such counsel shall have been specifically authorized in writing by the indemnifying party, (ii) the indemnifying party shall have failed to assume the defense of such action or employ counsel reasonably satisfactory to the indemnified party or (iii) the named parties to any such action (including any impleaded parties) include both the indemnified party and the indemnifying party, and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses reasonably available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of the indemnified party). In any such case, the indemnifying party shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties and all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by a majority of the Indemnified Holders, in the case of the parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall indemnify and hold harmless the indemnified party from and against any and all losses, claims, damages, liabilities and judgments by reason of any settlement of any action (i) effected with its written consent or (ii) effected without its written consent if (a) the settlement is entered into more than thirty business days after the indemnifying party shall have received a request from the indemnified party for reimbursement for the fees and expenses of counsel (in any case where such fees and expenses are at the expense of the indemnifying party), (b) such indemnifying party shall have received notice of the terms of such settlement at least twenty

business days prior to such settlement being entered into and (c) prior to the date of such settlement, the indemnifying party shall have failed to comply with such reimbursement request. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened action in respect of which the indemnified party is or could have been a party and indemnity or contribution may be or could have been sought hereunder by the indemnified party, unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability on claims that are or could have been the subject matter of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the indemnified party.

D. To the extent that the indemnification provided for in this Section 8 is unavailable to an indemnified party in respect of any losses, claims, damages, liabilities or judgments referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or judgments (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Holders, on the other hand, from their sale of Transfer Restricted Securities or (ii) if the allocation provided by clause 8(d)(i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company, on the one hand, and of the Indemnified Holder, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or judgments, as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Indemnified Holder, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or by the Indemnified Holder, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and judgments referred to above shall be deemed to include, subject to the limitations set forth in Section 8(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company and each Holder agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or judgments referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any matter, including any action that could have given rise to such losses, claims, damages, liabilities or judgments. Notwithstanding the provisions of this Section 8, no Holder or its related Indemnified Holders shall be required to contribute, in the aggregate, any amount in excess of the amount by which the total received by such Holder with respect to the sale of its Transfer Restricted Securities pursuant to a Registration Statement exceeds the sum of (A) the amount paid to the Company by such Holder for

such Transfer Restricted Securities PLUS (B) the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(d) are several in proportion to the respective principal amount of Transfer Restricted Securities held by each of the Holders hereunder and not joint.

SECTION

9. RULE 144A

The Company hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding and during any period in which the Company is not subject to Section 13 or 15(d) of the Securities Exchange Act, to make available, upon request of any Holder of Transfer Restricted Securities, to any Holder or beneficial owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities designated by such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A.

SECTION 10. MISCELLANEOUS

A. REMEDIES. The parties hereto acknowledge and agree that any failure by the Company or any of the Holders to comply with any of their obligations under this Agreement may result in material irreparable injury to the Initial Purchasers, Holders or the Company, as the case may be, for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Initial Purchasers, Holders or the Company, as the case may be, may obtain such relief as may be required to specifically enforce the other parties' obligations under this Agreement. The Company and each Holder further agree to waive the defense in any action for specific performance that a remedy at law would be adequate.

B. NO INCONSISTENT AGREEMENTS. The Company will not, on or after the date of this Agreement, enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The Company has not previously entered into any agreement granting any Person the right to include any securities of the Company in any Registration Statement pursuant to this Agreement. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

C. AMENDMENTS AND WAIVERS. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless (i) in the case of Section 5 hereof and this Section 10(c)(i), the Company has obtained the written consent of Holders of all outstanding Transfer Restricted Securities and (ii) in the case of all other provisions hereof, the Company has obtained the written consent of Holders of

a majority of the outstanding principal amount of Transfer Restricted Securities (excluding Transfer Restricted Securities held by the Company of its Affiliates). Notwithstanding the foregoing, a waiver or consent to departure from the provisions hereof that relates exclusively to the rights of Holders whose securities are being tendered pursuant to the Exchange Offer or sold pursuant to a Registration Statement and that does not affect directly or indirectly the rights of other Holders whose securities are not being tendered pursuant to such Exchange Offer or sold pursuant to a Registration Statement may be given by the Holders of a majority of the outstanding principal amount of Transfer Restricted Securities subject to such Exchange Offer or being sold pursuant to such Registration Statement.

D. THIRD PARTY BENEFICIARY. The Holders shall be third party beneficiaries to the agreements made hereunder between the Company, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent they may deem such enforcement necessary or advisable to protect its rights or the rights of Holders hereunder.

E. NOTICES. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, telecopier, or air courier guaranteeing overnight delivery:

(i). if to a Holder, at the address set forth on the records of the Registrar under the Indenture, with a copy to the Registrar under the Indenture; and

(ii). if to the Company:

MasTec, Inc.
3155 N.W. 77th Avenue, Suite 300
Miami, Florida 33122-1205
Telecopier No.: (301) 406-1907
Attention: Jose M. Sariego, Esq.

With a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
220 Museum Tower Building
150 West Flagler Street
Miami, Florida 22120
Telecopier No.: (305) 789-3395
Attention: Steven D. Rubin

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address specified in the Indenture.

Upon the date of filing of the Exchange Offer or a Shelf Registration Statement, as the case may be, notice shall be delivered to Jefferies & Company, Inc., on behalf of the Initial Purchasers (in the form attached hereto as Exhibit A) and shall be addressed to: Attention: Compliance Department, 11100 Santa Monica Boulevard, Los Angeles, California 90025.

F. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including without limitation and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; PROVIDED, that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Transfer Restricted Securities in violation of the terms hereof or of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Transfer Restricted Securities in any manner, whether by operation of law or otherwise, such Transfer Restricted Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Transfer Restricted Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement, including the restrictions on resale set forth in this Agreement and, if applicable, the Purchase Agreement, and such Person shall be entitled to receive the benefits hereof.

G. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

H. HEADINGS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

I. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF.

J. SEVERABILITY. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

K. ENTIRE AGREEMENT. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted with respect to the Transfer Restricted Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

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

MASTEC, INC.

By:
Name:
Title:

JEFFERIES & COMPANY, INC.

By:
Name:
Title:

BANCBOSTON SECURITIES INC.

By:
Name:
Title:

CIBC OPPENHEIMER CORP.

By:
Name:
Title:

NATIONSBANC MONTGOMERY SECURITIES LLC

By:
Name:
Title:

EXHIBIT A
NOTICE OF FILING OF
A/B EXCHANGE OFFER REGISTRATION STATEMENT

To: Jefferies & Company, Inc.
11100 Santa Monica Boulevard
Attention: Compliance Department
Fax: (310) ___-____

From: MasTec, Inc.
Re: Senior Subordinated Notes due 2008

Date:___, 199_

For your information only (NO ACTION REQUIRED):

Today, _____, 199_, we filed [an A/B Exchange Registration Statement/a Shelf Registration Statement] with the Securities and Exchange Commission. We currently expect this registration statement to be declared effective within __ business days of the date hereof.

EXHIBIT 5.1

LAW OFFICES
STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
MUSEUM TOWER
150 WEST FLAGLER STREET
MIAMI, FLORIDA 33130

MIAMI (305) 789-3200 o BROWARD (954) 463-5440
FAX (305) 789-3395

February 11, 1998

MasTec, Inc.
3155 N.W. 77th Avenue
Miami, Florida 33122-1205

Dear Sirs:

We have acted as counsel to MasTec, Inc., a Delaware corporation (the "Company"), in connection with the proposed exchange (the "Exchange") by the Company of 7 3/4% Series B Senior Subordinated Notes Due 2008 ("New Notes") for an equal principal amount of its outstanding 7 3/4% Senior Subordinated Notes Due 2008 ("Old Notes").

In connection with the proposed Exchange, we have examined the Company's Certificate of Incorporation and By-laws, as presently in effect, the Company's relevant corporate proceedings, the draft Registration Statement on Form S-4 covering the proposed Exchange (the "Registration Statement"), including the Prospectus filed as a part of the Registration Statement, the Indenture dated February 4, 1998, in respect of the Old Notes and the New Notes (the "Indenture"), and such other documents, records, certificates of public officials, statutes and decisions as we considered necessary to express the opinions contained herein. In the examination of such documents, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as certified or photostatic copies.

We understand that the New Notes are to be issued to the holders of the Old Notes in the Exchange and are to be available for resale by such holders, all in the manner described in the Prospectus, which is a part of the Registration Statement, and in the Indenture.

Based on the foregoing, we are of the opinion that:

1. The issuance of the New Notes to the holders of the Old Notes pursuant to the terms of the Exchange and the Indenture have been duly authorized by proper corporate action of the Company.

2. When the Registration Statement shall have been declared effective by order of the Securities and Exchange Commission and the New Notes have been duly issued to and exchanged for the Old Notes, all in accordance with the terms of the Exchange, the Indenture and the Registration Statement, such New Notes will be validly issued and will constitute binding obligations of the

Company, subject, as to enforcement (i) to any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws relating to or affecting creditors' rights and remedies generally and (ii) to general principles of judicial discretion and equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity or in a bankruptcy proceeding and except that (i) rights to contribution or indemnification may be limited by the laws, rules or regulations of any governmental authority or agency thereof or by public policy and (ii) waivers as to usury, stay or extension laws may be unenforceable).

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to any reference to us in the Prospectus which is a part hereof.

Sincerely,

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.

SWM/dr

EXHIBIT 12.1

MASTEC, INC. AND SUBSIDIARIES

Computation of Ratio of Earnings to Fixed Charges

	YEAR ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	1992	1993	1994	1995	1996	1996	1997
	(Dollars in thousands)						
Income from continuing operations before income taxes	$9,581	$7,353	$10,291	$385	$50,719	$30,911	$52,927
Fixed Charges:							
Interest expense	98	302	3,846	5,306	11,940	8,577	8,413
Interest portion of rent expense	--	--	1,157	1,362	1,681	1,690	1,980
Total fixed charges	98	302	5,003	6,668	13,621	10,267	10,393
Earnings (for purposes of fixed charges)	9,679	7,655	15,294	7,053	64,340	41,178	63,320
Ratio of earnings to fixed charges	98.8x	25.3x	3.1x	1.1x	4.7x	4.0x	6.1x

EXHIBIT 23.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the inclusion and incorporation by reference in the registration statement of MasTec, Inc. on Form S-4 of our report dated December 5, 1997 on our audits of the consolidated financial statements of MasTec, Inc. and subsidiaries as of December 31, 1996 and 1995, and for the years ended December 31, 1996, 1995 and 1994, which report is included in the registration statement and incorporated by reference in the Annual Report on Form 10-K/A. We also consent to the reference to our firm under the caption "Experts."

/s/ COOPERS & LYBRAND L.L.P.
- ----------------------------
COOPERS & LYBRAND L.L.P.

Miami, Florida
February 12, 1998

EXHIBIT 25.1

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM T-1

Statement of Eligibility Under the
Trust Indenture Act of 1939 of a Corporation
Designated to Act as Trustee

FIRST TRUST NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

UNITED STATES	41-0257700
(State of Incorporation)	(I.R.S. Employer Identification No.)

FIRST TRUST CENTER 180 EAST FIFTH STREET ST. PAUL, MINNESOTA	55101
(Address of Principal Executive Offices)	(Zip Code)

MASTEC, INC.

(Exact name of Registrant as specified in its charter)

DELAWARE	59-1259279
(State of Incorporation)	(I.R.S. Employer Identification No.)

3155 N.W. 77TH AVENUE MIAMI, FLORIDA	33122-1205
(Address of Principal Executive Offices)	(Zip Code)

7 3/4% SERIES B SENIOR SUBORDINATED NOTES DUE 2008

(Title of the Indenture Securities)

GENERAL

1. General Information Furnish the following information as to the Trustee.

   (a) Name and address of each examining or supervising authority to which it is subject.

   Comptroller of the Currency
   Washington, D.C.

   (b) Whether it is authorized to exercise corporate trust powers. Yes

2. AFFILIATIONS WITH OBLIGOR AND UNDERWRITERS If the obligor or any underwriter for the obligor is an affiliate of the Trustee, describe each such affiliation. None

   See Note following Item 16.

   Items 3-15 are not applicable because to the best of the Trustee's knowledge the obligor is not in default under any Indenture for which the Trustee acts as Trustee.

16. LIST OF EXHIBITS List below all exhibits filed as a part of this statement of eligibility and qualification.

   1. Copy of Articles of Association.*

   2. Copy of Certificate of Authority to Commence Business.*

   3. Authorization of the Trustee to exercise corporate trust powers (included in Exhibits 1 and 2; no separate instrument).*

   4. Copy of existing By-Laws.*

   5. Copy of each Indenture referred to in Item 4. N/A.

6. The consents of the Trustee required by Section 321(b) of the act.

7. Copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority is incorporated by reference to Registration Number 333-42147.

* Incorporated by reference to Registration Number 22-27000.

NOTE

The answers to this statement insofar as such answers relate to what persons have been underwriters for any securities of the obligors within three years prior to the date of filing this statement, or what persons are owners of 10% or more of the voting securities of the obligors, or affiliates, are based upon information furnished to the Trustee by the obligors. While the Trustee has no reason to doubt the accuracy of any such information, it cannot accept any responsibility therefor.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, First Trust National Association, an Association organized and existing under the laws of the United States, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the City of Saint Paul and State of Minnesota on the 5th day of February, 1998.

FIRST TRUST NATIONAL ASSOCIATION

/s/ RICHARD H. PROKOSCH

Richard H. Prokosch
Assistant Vice President

/s/ KATHE M BARRETT
- ---
Kathe M Barrett
Assistant Secretary

EXHIBIT 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, FIRST TRUST NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: February 5, 1998

FIRST TRUST NATIONAL ASSOCIATION

/s/ RICHARD H. PROKOSCH

Richard H. Prokosch
Assistant Vice President

EXHIBIT 99.1

LETTER OF TRANSMITTAL
FOR
7-3/4% SENIOR SUBORDINATED NOTES DUE 2008
OF
MASTEC, INC.
PURSUANT TO THE EXCHANGE OFFER IN RESPECT OF ALL OF
THEIR OUTSTANDING 7-3/4% SENIOR SUBORDINATED NOTES DUE 2008
FOR
7-3/4% SERIES B SENIOR SUBORDINATED NOTES DUE 2008
PURSUANT TO THE PROSPECTUS DATED _____, 1998

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 1998, OR SUCH LATER DATE AND TIME TO WHICH THE EXCHANGE OFFER MAY BE EXTENDED (THE "EXPIRATION DATE"). TENDERS OF OLD NOTES MAY BE WITHDRAWN PRIOR TO THE EXPIRATION DATE.

TO: FIRST TRUST NATIONAL ASSOCIATION (THE "EXCHANGE AGENT")

By Registered or Certified Mail or Overnight Courier:	By Facsimile: (612) 244-1145	By Hand Delivery:
3rd Floor Corporate Trust		3rd Floor Bond Drop Window
First Trust National Association	For Information Call:	First Trust National Association
180 East Fifth Street	(612) 244-0444	180 East Fifth Street
St. Paul, Minnesota 55101		St. Paul Minnesota 55101

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS TO A FACSIMILE NUMBER, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE NEW NOTES FOR THEIR OLD NOTES PURSUANT TO THE EXCHANGE OFFER MUST VALIDLY TENDER (AND NOT WITHDRAW) THEIR OLD NOTES TO THE EXCHANGE AGENT PRIOR TO THE EXPIRATION DATE.

By execution hereof, the undersigned acknowledges receipt of the Prospectus (the "Prospectus"), dated February ___, 1998, of MasTec, Inc. (the "Company"), which, together with this Letter of Transmittal and the Instructions hereto (the "Letter of Transmittal"), constitute the Company's offer (the "Exchange Offer") to exchange $1,000 principal amount of its 7 3/4% Series B Senior Subordinated Notes due 2008 (the "New Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act") for each $1,000 principal amount of its outstanding 7 3/4% Senior Subordinated Notes due 2008 (the "Old Notes"), upon the terms and subject to the conditions set forth in the Prospectus.

This Letter of Transmittal is to be used by Holders if: (i) certificates representing Old Notes are to be physically delivered to the Exchange Agent herewith by Holders; (ii) tender of Old Notes is to be made by book-entry transfer to the Exchange Agent's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Prospectus under "The Exchange Offer--Procedures for Tendering" by any financial institution that is a participant in DTC and whose name appears on a security position listing as the owner of Old Notes (such participants, acting on behalf of Holders (as defined below), are referred to herein, together with such Holders, as "Acting Holders"); or (iii) tender of Old Notes is to be made according to the guaranteed delivery procedures set forth in the Prospectus under "The Exchange Offer--Guaranteed Delivery Procedures." Delivery of documents to DTC does not constitute delivery to the Exchange Agent.

The term "Holder" with respect to the Exchange Offer means any persons: (i) in whose name Old Notes are registered on the books of the Issuer or any other person who has obtained a properly completed bond power from the

registered Holder or (ii) whose Old Notes are held of record by DTC and who desires to deliver such Old Notes by book-entry transfer at DTC.

The undersigned has completed, executed and delivered this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer. Holders who wish to tender their Old Notes must complete this Letter of Transmittal in its entirety.

All capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Prospectus.

The instructions included with this Letter of Transmittal must be followed. Questions and requests for assistance or for additional copies of the Prospectus, this Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Exchange Agent. See Instruction 10 herein.

HOLDERS WHO WISH TO ACCEPT THE EXCHANGE OFFER AND TENDER THEIR OLD NOTES MUST COMPLETE THIS LETTER OF TRANSMITTAL IN ITS ENTIRETY.

List below the Old Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, list the certificate numbers and

principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Old Notes will be accepted only in principal amounts equal to $1,000 or integral multiples thereof.

DESCRIPTION OF OLD NOTES (See INSTRUCTIONS 3 AND 4)			
NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDERS: PLEASE FILL IN, IF BLANK)	CERTIFICATE(S) TENDERED (ATTACH ADDITIONAL SIGNED SCHEDULE IF NECESSARY)		
	CERTIFICATE NUMBER(S)*	AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES*	PRINCIPAL AMOUNT TENDERED**
	TOTAL PRINCIPAL AMOUNT TENDERED		

* Need not be completed by Holders tendering by book-entry transfer.

** Unless otherwise indicated, it will be assumed that all Old Notes evidenced by any certificates delivered to the Exchange Agent are being tendered. See Instruction 4 of this Letter of Transmittal.

[ ] CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s):_____

Window Ticket No. (if any): _____

Date of Execution of Notice of Guaranteed Delivery:_____

Name of Eligible Institution which Guaranteed Delivery:_____

If Delivered by Book-Entry Transfer, the Account Number:_____

Transaction Code Number:_____

[ ] CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution:_____

Account Number:_____

Transaction Code Number:_____

Principal Amount of Tendered Notes:_____

If Holders desire to tender Old Notes pursuant to the Exchange Offer and (i) time will not permit this Letter of Transmittal, certificates representing Old Notes or other required documents to reach the Exchange Agent prior to the Expiration Date, or (ii) the procedures for book-entry transfer cannot be completed prior to the Expiration Date, such Holders may effect a tender of such Old Notes in accordance with the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer--Guaranteed Delivery Procedures." See Instruction 2 below.

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENT OR SUPPLEMENTS THERETO.

PLEASE NOTE: THE COMPANY HAS AGREED THAT, FOR A PERIOD OF 180 DAYS AFTER THE EXPIRATION DATE, IT WILL MAKE COPIES OF THE PROSPECTUS AVAILABLE TO ANY PARTICIPATING BROKER-DEALER FOR USE IN CONNECTION WITH RESALES OF THE NEW NOTES.

Name:_____

Address:_____

Attention:_____

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Subject to the terms of the Exchange Offer, the undersigned hereby tenders to the Company the principal amount of Old Notes indicated above. Subject to and effective upon acceptance for exchange of the principal amount of Old Notes tendered in accordance with this Letter of Transmittal, the undersigned sell, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to the Old Notes that are being tendered hereby and irrevocably constitutes and appoints the Exchange Agent the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Company and as Trustee under the Indenture for the Old Notes and the New Notes) with respect to such Old Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates for such Old Notes to the Company, or transfer ownership of such Old Notes on the account books maintained by DTC, together, in either such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Company, (b) present such Old Notes for transfer on the Company's books and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Old Notes, all in accordance with the terms of the Exchange Offer.

The undersigned hereby represents and warrants that the undersigned has full power and authority to validly tender, sell, assign and transfer the Old Notes tendered hereby and, the Company will acquire good, valid and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims, when the same are acquired by the Company. The undersigned also acknowledges that this Exchange Offer is being made in reliance upon an interpretation by the staff of the Securities and Exchange Commission that the New Notes issued in exchange for the Old Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by the holders thereof (other than any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such New Notes. The undersigned acknowledges that if he or she is participating in the Exchange Offer for the purpose of distributing the New Notes, the undersigned must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction. If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of the New Notes. If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes and the undersigned represents that such Old Notes were acquired as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Notes, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned represents that (i) the New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of such Holder's business, (ii) such Holder has no arrangements with any person to participate in the distribution of such New Notes and (iii) such Holder is not an "affiliate," as defined under Rule 405 of the Securities Act, of the Company or, if such Holder is an affiliate, that such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

The undersigned will, upon request, execute any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Old Notes tendered hereby.

For purposes of the Exchange Offer, the Company shall be deemed to have accepted validly tendered Old Notes when, as and if the Company has given oral or written notice thereof to the Exchange Agent. If any tendered Old Notes are not accepted for exchange pursuant to the Exchange Offer for any reason, certificates for

any such unaccepted Old Notes will be returned (except as noted below with respect to tenders through DTC), without expense, to the undersigned at the address shown below or at a different address shown below or at a different address as may be indicated under "Special Issuance Instructions" as soon as practicable following the Expiration Date.

All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by and shall survive the death or incapacity of the undersigned.

The undersigned understands that the valid tender of Old Notes pursuant to the procedures described under the caption "The Exchange Offer--Procedures for Tendering" in the Prospectus and in the Instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Exchange Offer.

Unless otherwise indicated herein under "Special Issuance Instructions," please issue the certificates representing the New Notes issued in exchange for the Old Notes accepted for exchange and return any Old Notes not tendered or not exchanged in the name(s) of the undersigned (or in such event in the case of Old Notes tendered by DTC, by credit to the account at DTC). Similarly, unless otherwise indicated under "Special Delivery Instructions," please send the certificates representing the New Notes issued in exchange for the Old Notes accepted for exchange and any certificates for Old Notes not tendered or not exchanged (and accompanying documents, as appropriate) to the undersigned at the address(es) shown below the undersigned's signatures, unless, in either event, tender is being made through DTC. In the event that both the Special Issuance Instructions and the Special Delivery Instructions are completed, please issue the certificates representing the New Notes issued in exchange for the Old Notes accepted for exchange and return any certificates for Old Notes not tendered or not exchanged in the name(s) of, and send said certificates to, the person or persons so indicated. The undersigned recognizes that the Company has no obligation pursuant to the Special Issuance Instructions and Special Delivery Instructions to transfer any Old Notes from the name of the registered holder(s) thereof if the Company does not accept for exchange any of the Old Notes so tendered.

PLEASE SIGN HERE
(TO BE COMPLETED BY ALL TENDERING HOLDERS OF OLD NOTES REGARDLESS OF WHETHER OLD NOTES ARE BEING PHYSICALLY DELIVERED HEREWITH)

This Letter of Transmittal must be signed by the Holder(s) of Old Notes exactly as their name(s) appear(s) on certificate(s) for Old Notes or, if tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of Old Notes, or by person(s) authorized to become registered Holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Issuer of such person's authority to so act. See Instruction 5 herein.

If the signature appearing below is not of the registered Holder(s) of the Old Notes, then the registered Holder(s) must sign a valid proxy.

X_____ Date:_____

X_____ Date:_____

Signature(s) of Holder(s) or Authorized Signatory

Address:_____

_____
(including zip code)

Name(s):_____

Area Code and Telephone No.:_____

_____
(Please Print)

Capacity:_____

Social Security No.:_____

SIGNATURE GUARANTEE (SEE INSTRUCTIONS 1 AND 5 HEREIN)
CERTAIN SIGNATURES MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION

_____
(Name of Eligible Institution Guaranteeing Signatures)

_____
(Address (including zip code) and Telephone Number (including area code) of Firm)

_____
(Authorized Signatures)

_____
(Printed Name)

_____
(Title)

Date:_____

- ---

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 1, 5, 6 And 7)

To be completed ONLY if certificates for Old Notes in a principal amount not tendered are to be issued in the name of, or the New Notes issued pursuant to the Exchange Offer are to be issued to the order of, someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or issued to an address different from that shown in the box entitled "Description of Old Notes" within this Letter of Transmittal, or if Old Notes tendered by book-entry transfer that are not accepted for exchange are to be credited to an account maintained at DTC.

Name:_____
(Please print or type)

Address_____
(Include Zip Code)

_____
(Taxpayer Identification or Social Security No.)
- ---

- ---

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 And 7)

To be completed ONLY if certificates for Old Notes in a principal amount not tendered or not accepted for exchange or the New Notes issued pursuant to the Exchange Offer are to be sent to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or to an address different from that shown in the box entitled "Description of Old Notes" within this Letter of Transmittal.

Name:_____
(Please print or type)

Address_____
(Include Zip Code)

_____
(Taxpayer Identification or Social Security No.)
- ---

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURE. No signature guarantee is required on this Letter of Transmittal (i) if this Letter of Transmittal is signed by the registered Holder(s) (including any participant in DTC whose name appears on a security position listing as the owner of the Old Notes) of Old Notes tendered herewith, unless such Holder(s) has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Issuance Instructions" on page 7 hereof or (ii) if such Old Notes are tendered for the account of a firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having and office, branch or agency in the United States (each, an "Eligible Institution," and, collectively, "Eligible Institutions"). In all other cases all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution (See Instruction 5).

2. DELIVERY OF THIS LETTER OF TRANSMITTAL AND OLD NOTES. For Old Notes to be validly tendered pursuant to the Exchange Offer, (i) certificates for all tendered Old Notes (or a confirmation of a book-entry into the Exchange Agent's account at DTC of all Old Notes delivered electronically), together with a properly completed and duly executed copy of this Letter of Transmittal (or facsimile thereof), with any required signature guarantees and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at the address set forth herein, prior to 5:00 p.m., New York City time, on the Expiration Date.

Holders who wish to tender their Old Notes and (i) whose Old Notes are not immediately available or (ii) who cannot deliver their Old Notes and all other required documents to the Exchange Agent prior to the Expiration Date must tender their Old Notes by properly completing and duly executing the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in the Prospectus. Pursuant to such procedure:(i) such tender must be made by or through an Eligible Institution, (ii) prior to the Expiration Date, the Exchange Agent must have received a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) setting forth the name and address of the Holder of the Old Notes, the certificate number or numbers of the Old Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five business days after the Expiration Date, this Letter of Transmittal (or facsimile thereof) together with the certificate(s) representing the Old Notes (or a confirmation of electronic book-entry delivery into the Exchange Agent's account at DTC) and any of the required documents will be deposited by the Eligible Institution with the Exchange Agent and (iii) the certificates for all tendered Old Notes in proper form for transfer (or a confirmation of electronic mail delivery of book-entry delivery into the Exchange Agent's account at DTC), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) with any required signature guarantees, and any other required documents, must be received by the Exchange Agent within five business days after the Expiration Date, all as provided in the Prospectus under the caption "Guaranteed Delivery Procedures." Any Holder of Old Notes who wishes to tender his Old Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery prior to 5:00 p.m. New York City time, on the Expiration Date.

THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES FOR OLD NOTES, IS AT THE ELECTION AND RISK OF THE TENDERING HOLDER AND DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE EXCHANGE AGENT. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. AS AN ALTERNATIVE TO DELIVERY BY MAIL, THE HOLDER MAY WISH TO USE AN OVERNIGHT OR HAND DELIVERY SERVICE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE TIMELY DELIVERY. NEITHER THE COMPANY NOR THE EXCHANGE AGENT IS UNDER ANY OBLIGATION TO NOTIFY ANY TENDERING HOLDER OF THE COMPANY'S ACCEPTANCE OF TENDERED OLD NOTES PRIOR TO THE COMPLETION OF THE EXCHANGE OFFER. NO LETTER OF TRANSMITTAL OR OLD NOTES SHOULD BE SENT TO THE COMPANY.

3. INADEQUATE SPACE. If the space provided is inadequate, the information required under "Description of Old Notes" should be listed on a separate signed schedule and attached hereto.

4. PARTIAL TENDERS. Tenders of Old Notes will be accepted in all denominations of $1,000 and integral multiples in excess thereof. If tenders are to be made with respect to less than the entire principal amount of Old Notes evidenced by any certificate, fill in the principal amount of Old Notes which are tendered in column four of the "Description of Old Notes" box. In the case of partial tenders, Old Notes for the principal amount of the Old Notes not tendered and a certificate or certificates representing New Notes issued in exchange for any Old Notes accepted will be sent to the Holder at his or her registered address, unless a different address is provided in the appropriate box in this Letter of Transmittal or unless tender is made through DTC, as promptly as practicable after the Old Notes are accepted for exchange. All Old Notes represented by the certificates delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL, BOND POWERS AND ENDORSEMENTS. If this Letter of Transmittal (or facsimile hereof) is signed by the registered Holder of the Old Notes tendered hereby, the signature must correspond with the name as written on the face of the Old Notes without alteration, enlargement or any change whatsoever.

If any of the Old Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Old Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal (or facsimile hereof) or any Old Notes or bond powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Company of his authority so to act must be submitted with this Letter of Transmittal.

When this Letter of Transmittal is signed by the registered Holder(s) of the Old Notes listed and transmitted hereby and the certificate(s) for New Notes issued in exchange thereof is to be issued (or any untendered principal amount of Old Notes is to be reissued) to the registered Holders(s), no endorsements of certificates or separate bond powers are required. In any other case, such Holder(s) must either properly endorse the Old Notes tendered or transmit a properly completed separate bond power with this Letter of Transmittal, with the signatures on such certificates or bond powers guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered Holder(s) of the certificates listed, the certificates must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name or names of the registered Holder(s) appear on the certificates. Signatures on such certificates or bond powers must be guaranteed by an Eligible Institution.

6. TRANSFER TAXES. Except as set forth in this Instruction 6, the Company will pay any transfer taxes payable with respect to the exchange of Old Notes pursuant to the Exchange Offer. If, however, certificates representing New Notes or Old Notes for principal amounts not tendered or accepted for exchange are to be registered or issued in the name of any persons other than the registered Holder(s) of the Old Notes tendered hereby, or if tendered Old Notes are registered in the name of any person other than the person(s) signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the exchange of Old Notes pursuant to the Exchange Offer, then the amount of any such transfer taxes (whether imposed on the registered Holder or

any other person) will be payable by the tendering Holder. If satisfactory evidence of the payment of such taxes or exemption therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

7. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. Tendering Holders should indicate, in the applicable spaces, the name and address to which New Notes or substitute Old Notes for principal amounts not tendered or not accepted for exchange are to be issued or sent, if different from the name and address of the person signing this Letter of Transmittal (or in the case of tender of the Old Notes through DTC, if different from DTC). In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated.

8. SUBSTITUTE FORM W-9. The tendering holder is required to provide the Exchange Agent with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9, which is provided under "Important Tax Information" below, and to certify that the holder is not subject to backup withholding by checking the box in Part 2 of the form. Failure to provide the information on the Substitute Form W-9 may subject the tendering holder to 31% federal income tax withholding on payments made by the Company on account of New Notes issued pursuant to the Exchange Offer. The box in Part 3 of the Substitute Form W-9 may be checked if the tendering holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked and the Company (or the Transfer Agent with respect to the New Notes) is not provided with a TIN within 60 days, the Transfer Agent will withhold 31% on all payments thereafter until a TIN is provided to the Transfer Agent. Foreign Note holders are required to submit Form W-8 in order to avoid backup withholding.

Failure to complete the Substitute Form W-9 will not, by itself, cause Old Notes to be deemed invalidly tendered, but may require the Company or the Transfer Agent with respect to the New Notes, broker or custodian to withhold 31% of the amount of any payments made on account of the New Notes. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

9. MUTILATED, LOST OR DESTROYED CERTIFICATES. If any certificate(s) representing Old Notes has been lost or destroyed, the Holder should promptly notify the Exchange Agent. The Holder will then be instructed as to the procedure to be followed in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until procedures for replacing lost or destroyed certificates have been followed.

10. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance or additional copies of the Prospectus, the Letter of Transmittal, the Notice of Guaranteed Delivery and the Substitute Form W-9 may be directed to the Exchange Agent at its address set forth above.

11. VALIDITY OF TENDERS. All questions as to the validity, form eligibility (including time of receipt), and acceptance of tendered Old Notes will be determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all Old Notes not properly tendered or any Old Notes the Company's acceptance of which would, in the opinion of the Company or its counsel, be unlawful. The Company also reserves the right in its sole discretion to waive any conditions of the Exchange Offer or defects or irregularities in tenders of Old Notes as to any ineligibility of any Holder who seeks to tender Old Notes in the Exchange Offer. The interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) by the Company shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Company shall determine. The Company will use reasonable efforts to

give notification of defects or irregularities with respect to tenders of Old Notes, but shall not incur any liability for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such effects or irregularities have been cured or waived.

12. WAIVER OF CONDITIONS. The Company reserves the absolute right to amend, waive, or modify specified conditions in the Exchange Offer in the case of any tendered Old Notes.

13. NO CONDITIONAL TENDER. No alternative, conditional, irregular, or contingent tender of Old Notes on transmittal of this Letter of Transmittal will be accepted.

14. ACCEPTANCE OF TENDERED OLD NOTES AND ISSUANCE OF NEW NOTES; RETURN OF OLD NOTES. Subject to the terms and conditions of the Exchange Offer, the Company will accept for exchange all validly tendered Old Notes as soon as practicable after the Expiration Date and will issue Old Notes therefor as soon as practicable thereafter. For purposes of the Exchange Offer, the Company shall be deemed to have accepted tendered Old Notes when, as and if the Company has given written and oral notice thereof to the Exchange Agent. If any tendered Old Note are not exchange pursuant to the Exchange Offer for any reason, such unexchanged Old Notes will be returned, without expense, to the undersigned at the address shown above (or credited to the undersigned's account at the Book-Entry Transfer Facility designated above) or at a different address as my be indicated under "Special Delivery Instructions."

15. WITHDRAWAL. Tenders may be withdrawn only pursuant to the limited withdrawal rights set forth in the Prospectus under the caption "The Exchange Offer--Withdrawal of Tenders."

IMPORTANT TAX INFORMATION

Under federal income tax law, a person exchanging Old Notes for New Notes must provide the Exchange Agent with his correct TIN on Substitute Form W-9 on this Letter of Transmittal. If the Holder is an individual, his TIN is his social security number. If the correct TIN is not provided, the Holder may be subject to a penalty imposed by the Internal Revenue Service and payments made pursuant to the Exchange Offer may be subject to backup withholding of 31%

Certain persons (including, among others, all corporations and certain foreign individuals) are not subject to backup withholding. In order for a foreign individual to qualify as an exempt recipient, that person must submit a statement, signed under penalties of perjury, attesting to his exempt status. Such statements can be obtained from the Exchange Agent.

PAYOR'S NAME: MASTEC, INC.

	PART 1 - PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER
	Part 2 - Check the box if you are NOT subject to backup withholding under the provisions of Section 3408(a)(1)(C) of the Internal Revenue Code of 1986 because (1) you have not been notified that you are subject to backup withholding as a result of failure to report all interest or dividends or (2) the Internal Revenue Service has notified you that you are no longer subject to backup withholding. [ ]	
SUBSTITUTE Form W-9 Department of the Treasury Internal Revenue Service		
Payer's Request for Taxpayer Identification Number ("TIN") and Certification	Part 3 - CERTIFICATION - UNDER THE PENALTIES OF PERJURY.	
	I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.	
	Print Your Name:_____	Awaiting TIN [ ]
	Address:_____	
	_____	
	Signature:_____	
	Date:_____	

Note: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE EXCHANGE OFFER.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, 31% of all reportable payments made to me thereafter will be withheld until I provide a number.

_____ _____

Signature Date

NOTICE OF GUARANTEED DELIVERY
FOR TENDER OF
7-3/4% SENIOR SUBORDINATED NOTES DUE 2008 (THE "OLD NOTES")
OF
MASTEC, INC.

This form, or one substantially equivalent hereto, must be used to tender Old Notes pursuant to the Exchange Offer described in the Prospectus dated _____, 1998 (the "Prospectus") of MasTec, Inc. (the "Company"), if a holder of Old Notes cannot deliver a Letter of Transmittal to the Exchange Agent listed below (the "Exchange Agent") or cannot either deliver the Old Note to be tendered or complete the procedure for book-entry transfer prior to 5:00 p.m., New York City time, on _____, 1998 or such later date and time to which the Exchange Offer may be extended (the "Expiration Date"). This form, or one substantially equivalent hereto, must be delivered by hand or sent by facsimile transmission or mail to the Exchange Agent, and must be received by the Exchange Agent on or prior to the Expiration Date. See "The Exchange Offer--Procedures for Tendering" in the Prospectus. Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Prospectus.

TO: FIRST TRUST NATIONAL ASSOCIATION

By Mail, by Hand or Overnight Delivery:

First Trust National Association
180 East Fifth Street
St. Paul, Minnesota 55101
Attention: Corporate Trust Administration

By Facsimile:
(612) 244-1145

Confirm by Telephone:
(612) 244-0444

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

The undersigned hereby represents that he or she is the holder of the Old Notes indicated below and that the Letter of Transmittal cannot be delivered to the Exchange Agent and/or either the certificates representing such Old Notes cannot be delivered to the Exchange Agent or the procedure for book-entry transfer cannot be completed prior to the Expiration Date. The undersigned hereby tenders the Old Notes indicated below pursuant to the guaranteed delivery procedures set forth in the Prospectus and the Letter of Transmittal, receipt of which is hereby acknowledged.

Name(s) of Tender Holder(s):_____
(Please Print or Type)

_____
(Signature)

Address(es):_____

Telephone Number(s):_____

Name(s) in which Old Notes are registered_____

CERTIFICATE NO(S) (IF APPLICABLE)*	AGGREGATE PRINCIPAL AMOUNT REPRESENTED	AGGREGATE PRINCIPAL AMOUNT TENDERED

OR ACCOUNT NUMBER AT THE
BOOK-ENTRY FACILITY

* Need not be completed by book-entry holders.

GUARANTEE OF DELIVERY (NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or of the National Association of Securities Dealer, Inc., a commercial bank or trust company having an office or a correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees that the undersigned will deliver to the Exchange Agent the certificates representing the Old Notes being tendered hereby in proper form for transfer (or a confirmation of book-entry transfer of such Old Notes, into the Exchange Agent's account at the book-entry transfer facility) with delivery of a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees and any other required documents, all within five business days after the Expiration Date.

Name of Firm: Authorized Signature:

_____ Name:_____
(Please Print or Type

Address:_____

Title:_____

_____
(include zip code)

Dated:_____

Telephone No.:_____

The institution that completes this form must communicate the guarantee to the Exchange Agent and must deliver the certificates representing any Old Notes (or a confirmation of book-entry transfer of such Old Notes into the Exchange Agent's account at the book-entry transfer facility) and the Letter of Transmittal to the Exchange Agent within the time period shown herein. Failure to do so could result in a financial loss to such institution.