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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): November 4, 2009

MASTEC, INC.

(Exact Name of Registrant as Specified in Its Charter)

Florida
(State or Other Jurisdiction of Incorporation)

Florida	**0-08106**	**65-0829355**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

800 S. Douglas Road, 12th Floor, Coral Gables, Florida 33134
(Address of Principal Executive Offices) (Zip Code)

(305) 599-1800
(Registrant's Telephone Number, Including Area Code)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Item 3.02 Unregistered Sales of Equity Securities.

On November 4, 2009, MasTec, Inc., a Florida corporation (the "Company"), entered into a Placement Agency Agreement (the "Placement Agency Agreement") with Morgan Stanley & Co. Incorporated and Barclays Capital Inc, as joint placement agents, in connection with the issuance and sale by the Company of up to $100 million in aggregate principal amount of its 4.25% Senior Convertible Notes due 2014 (the "Notes"). The Notes are guaranteed (the "Guarantees" and, together with the Notes, the "Securities") by the Company's subsidiaries that guarantee its 7.625% Senior Notes due 2017 and 4.00% Senior Convertible Notes due 2014 (the "Guarantors").

On November 10, 2009 (the "Closing Date"), $100 million in aggregate principal amount of the Notes were sold to qualified institutional buyers in accordance with definitive purchase agreements entered into between the Company and each such buyer (the "Purchase Agreements") and were issued pursuant to a base indenture dated June 5, 2009 (the "Base Indenture") and a supplemental indenture dated November 10, 2009 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), each among the Company, the Guarantors and U.S. Bank National Association, as trustee (the "Trustee").

The Notes are the general senior unsecured obligations of the Company and rank equal in right of payment with all of the Company's existing and future unsubordinated indebtedness. The Notes bear interest at 4.25% per annum, payable semi-annually in arrears on June 15 and December 15 of each year commencing on June 15, 2010. The Notes will mature on December 15, 2014 unless earlier converted or repurchased. The Company may not redeem the Notes at its option prior to maturity.

The Notes may be converted into shares of the Company's common stock, par value $0.10 per share ("Common Stock"), at an initial conversion rate of 64.6162 shares of Common Stock per $1,000 principal amount of Notes, which is approximately $15.48 per share of Common Stock, subject to adjustment as described in the Indenture (the "Conversion Shares"). At the initial conversion rate, assuming the conversion of all $100 million in aggregate principal amount of the Notes, the Notes may be converted into 6,461,620 Conversion Shares.

If the Company undergoes certain types of fundamental changes prior to the maturity date of the Notes, holders of the Notes will have the right, at their option, to require the Company to repurchase some or all of their Notes at a repurchase price equal to 100% of the principal amount of the Notes being repurchased, plus accrued and unpaid interest (including additional interest, if any) to, but not including, the repurchase date.

The Indenture provides for customary events of default which include (subject in certain cases to customary grace and cure periods), among others, the following: nonpayment of principal or interest; breach of covenants or other agreements in the Indenture; defaults in failure to pay certain other indebtedness; and certain events of bankruptcy or insolvency. Generally, if an event of default occurs and is continuing under the Indenture, the Trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare the principal of, premium, if any, and accrued interest on all the Notes immediately due and payable.

The Securities, including the Conversion Shares issuable upon conversion of the Notes, were issued to qualified institutional buyers in reliance upon the exemption from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 of Regulation D promulgated thereunder. The Securities, including the Conversion Shares issuable upon conversion of the Notes, have not been registered under the Securities Act and are "restricted securities" as that term is defined by Rule 144 under the Securities Act

The Company intends to use a portion of the net proceeds from the sale of the Notes to fund its previously announced acquisition of Precision Pipeline LLC and Precision Transport Company, LLC and for general corporate purposes.

The foregoing description of the Notes, Base Indenture, Supplemental Indenture, Placement Agency Agreement and Purchase Agreements is only a summary and is qualified in its entirety by reference to the full text of the Notes, Base Indenture, Supplemental Indenture, Placement Agency Agreement and form of Purchase Agreement, which are filed as Exhibit 4.1, Exhibit 4.2, Exhibit 4.3, Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K, and each of which is incorporated herein by reference.

Additionally, as previously reported on November 4, 2009, the Company entered into an amendment to its Second Amended and Restated Loan and Security Agreement, dated July 29, 2008, as amended, with Bank of America, N.A., as administrative agent for the lenders thereunder (the "Letter Amendment"). A copy of the Letter Amendment is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*.

4.1 Form of 4.25% Senior Convertible Note due 2014 (incorporated by reference to Exhibit A to the Supplemental Indenture, filed as Exhibit 4.3 to this Current Report on Form 8-K).

4.2 Indenture, dated June 5, 2009, by and among the Company, certain of the Company's subsidiaries, and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 5, 2009).

4.3 Supplemental Indenture, dated November 10, 2009, by and among the Company, certain of the Company's subsidiaries, and U.S. Bank National Association, as trustee.

10.1 Placement Agency Agreement, dated November 4, 2009, relating to the 4.25% Convertible Notes due 2014, by and among the Company; Morgan Stanley & Co. Incorporated and Barclays Capital Inc, as joint placement agents; and certain of the Company's subsidiaries.

10.2 Form of Note Purchase Agreement

10.3 Letter Amendment

SIGNATURES

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

MASTEC, INC.

Date: November 10, 2009

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

EXHIBIT INDEX

Exhibit No.	Description
4.1	Form of 4.25% Senior Convertible Note due 2014 (incorporated by reference to Exhibit A to the Supplemental Indenture, filed as Exhibit 4.3 to this Current Report on Form 8-K).
4.2	Indenture, dated June 5, 2009, by and among the Company, certain of the Company's subsidiaries, and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 5, 2009).
4.3	Supplemental Indenture, dated November 10, 2009, by and among the Company, certain of the Company's subsidiaries, and U.S. Bank National Association, as trustee.
10.1	Placement Agency Agreement, dated November 4, 2009, relating to the 4.25% Convertible Notes due 2014, by and among the Company; Morgan Stanley & Co. Incorporated and Barclays Capital Inc, as joint placement agents; and certain of the Company's subsidiaries.
10.2	Form of Purchase Agreement
10.3	Letter Amendment

Exhibit 4.3

EXECUTION COPY

MASTEC, INC.

TO

U.S. BANK NATIONAL ASSOCIATION,

As Trustee

GUARANTEED TO THE EXTENT SET FORTH HEREIN BY THE GUARANTORS NAMED HEREIN

SECOND SUPPLEMENTAL INDENTURE

Dated as of November 10, 2009

to the

INDENTURE

Dated as of June 5, 2009

4.25% SENIOR CONVERTIBLE NOTES DUE 2014

TABLE OF CONTENTS

SECOND SUPPLEMENTAL INDENTURE

4.25% Senior Convertible Notes due 2014

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of November 10, 2009 (this "**Supplemental Indenture**"), by and among **MASTEC, INC.**, a Florida Corporation (the "**Company**"), the guarantors listed on Schedule B hereto, as such schedule may be amended form time to time (collectively, the "**Guarantors**" and each, a "**Guarantor**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national association, as Trustee hereunder (the "**Trustee**").

RECITALS OF THE COMPANY:

WHEREAS, the Company, the Guarantors and the Trustee have heretofore entered into an Indenture dated as of June 5, 2009 (the "**Base Indenture**" and, together with this Supplemental Indenture, the "**Indenture**") providing for (i) the issuance by the Company from time to time of its senior debt securities evidencing its unsecured and unsubordinated indebtedness, in an unlimited aggregate principal amount, in one or more series (collectively, the "**Securities**" and each, a "**Security**") and (ii) the guarantee of such Securities by the Guarantors (collectively, the "**Guarantees**" and each, a "**Guarantee**");

WHEREAS, Section 901(7) of the Base Indenture provides for the Company, the Guarantors and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form and terms of Securities of any series as provided by Sections 201 and 301 of the Base Indenture and the form and terms of Guarantees as provided by Sections 1701 and 301 of the Base Indenture, without the consent of the Holders of any Securities;

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 4.25% Senior Convertible Notes due 2014 (together with the Guarantees thereof, the "**Notes**"), initially in an aggregate principal amount not to exceed $100,000,000;

WHEREAS, in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Board of Directors of the Company and each of the Guarantors has duly authorized the execution and delivery of this Supplemental Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, a form of assignment, a form of the Fundamental Change Repurchase Notice, a form of conversion notice and certificate of assignment and transfer to be borne by the Notes are to be substantially in the forms hereinafter provided for;

WHEREAS, all acts and things necessary to make this Supplemental Indenture a valid agreement of each of the Company and the Guarantors according to its terms have been done and performed; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee as provided in the Indenture and this Supplemental Indenture, the valid and binding obligations of the Company have been done and performed.

NOW THEREFORE, SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company, the Guarantors and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Notes issued on or after the date of this Supplemental Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Relation to Base Indenture The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and shall only govern the terms of, the Notes, which may be issued from time to time, and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. The provisions of this Supplemental Indenture shall supersede any corresponding or conflicting provisions and definitions in the Base Indenture.

Section 1.02. Definitions For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and

(d) All other terms used in this Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Supplemental Indenture. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article Include the plural as well as the singular.

“**Additional Interest**” shall have the meaning specified in Section 5.05.

“**Additional Interest Period**” shall have the meaning specified in Section 5.05.

“**Additional Notes**” shall have the meaning specified in Section 2.07.

“**Additional Shares**” shall have the meaning specified in Section 8.01(b).

"**Automatic Exchange**" shall have the meaning specified in Section 2.10.

"**Automatic Exchange Notice**" shall have the meaning specified in Section 2.10.

"**Business Day**" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York are not required or authorized by law or executive order to be closed.

"**Close of Business**" means 5:00 p.m. (New York City time).

"**Common Stock**" means, subject to Section 8.06, shares of common stock of the Company, par value $0.10 per share, at the date of this Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company and that are not subject to redemption by the Company; *provided* that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"**Commission**" means the U.S. Securities and Exchange Commission.

"**Company**" means the Person named as the "Company" in the first paragraph of this Supplemental Indenture until a successor corporation shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Company" shall mean such successor corporation.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors who:

(a) was a member of the board of directors on the date of this Supplemental Indenture; or

(b) was nominated for election or elected to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of the new director's nomination or election.

"**Conversion Agent**" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"**Conversion Date**" shall have the meaning specified in Section 8.02(b).

"**Conversion Obligation**" shall have the meaning specified in Section 8.01(a).

"**Conversion Price**" means as of any date $1,000 divided by the Conversion Rate as of such date.

"**Conversion Notice**" shall have the meaning specified in Section 8.02(b).

"**Conversion Rate**" shall have the meaning specified in Section 8.01(a).

"**Depositary**" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Notes as the Depositary with respect to such Notes, until a successor shall have been appointed, and thereafter, "**Depositary**" shall mean or include such successor.

"**Distributed Property**" shall have the meaning specified in Section 8.04(c).

"**Effective Date**" shall have the meaning specified in Section 8.01(b)(2).

"**Event of Default**" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"**Ex-Dividend Date**" means the first date upon which a sale of the Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the Common Stock to its buyer.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Filing Additional Interest**" shall have the meaning specified in Section 5.02.

"**Filing Failure**" shall have the meaning specified in Section 5.02.

"**Fundamental Change**" will be deemed to have occurred when any of the following has occurred:

(a) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" (as these terms are defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) of more than 50% of the Capital Stock of the Company that is at that time entitled to vote by the holder thereof in the election of the Board of Directors (or comparable body); or

(b) the first day on which a majority of the members of the Board of Directors are not Continuing Directors;

(c) the adoption of a plan relating to the liquidation or dissolution of the Company;

(d) the consolidation or merger of the Company with or into any other Person, or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company and those of its Subsidiaries taken as a whole to any "person" (as this term is used in Section 13(d)(3) of the Exchange Act); other than:

(i) any transaction (x) that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of Capital Stock of the Company; and (y) pursuant to which the holders of 50% or more of the total voting power of all shares of Capital Stock of the Company entitled to vote generally in elections of directors immediately prior to such transaction have the right to exercise, directly or indirectly, 50% or more of the total voting power of all shares of Capital Stock of the Company entitled to vote generally in elections of directors of the continuing or surviving Person immediately after giving effect to such transaction; or

(ii) any merger primarily for the purpose of changing the jurisdiction of incorporation of the Company and resulting in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of common stock of the surviving entity;

(e) the termination of trading of Common Stock, which will be deemed to have occurred if the Common Stock or other common stock into which the Notes are convertible is not listed on the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market.

Notwithstanding the foregoing, any transaction or event described above will not constitute a Fundamental Change if, in connection with such transaction or event, or as a result therefrom, a transaction described in clauses (a), (d) or (e) above occurs (without regard to any exclusion in clauses (d)(i)(x) and (y) thereunder) and at least 90% of the consideration paid for Common Stock (excluding cash payments for fractional shares, cash payments made pursuant to dissenters' appraisal rights and cash dividends) consist of shares of common stock (or depositary receipts in respect thereof) traded on any of the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors) (or will be so traded or quoted immediately following the completion of the merger or consolidation or such other transaction) and, as a result of such transaction, the Notes become convertible under Section 8.06 hereof.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 9.02(b).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 9.02(a)(i).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 9.02(a).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 9.02(a).

"**Global Note**" shall have the meaning specified in Section 2.06(f).

"**Guaranteed Indebtedness**" shall have the meaning specified in Section 4.04(a)

"**Initial Notes**" means the Notes issued on the date of this Supplemental Indenture.

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"**Interest Payment Date**" means June 15 and December 15 of each year, beginning on June 15, 2010.

"**Last Reported Sale Price**" means, with respect to Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which Common Stock or such other security are traded. If the Common Stock or such other security are not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by Pink OTC Markets Inc. or a similar organization. If the Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices for the Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Directors of the Company for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after hours trading.

"**Maturity Date**" means December 15, 2014.

"**Merger Event**" shall have the meaning specified in Section 8.06(a).

"**Note**" or "**Notes**" shall have the meaning specified in the third paragraph of the recitals of this Supplemental Indenture, and shall include any Additional Notes issued pursuant to Section 2.07.

"**Noteholder**" or "**Holder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"**Opening of Business**" means 9:00 a.m. (New York City time).

"**Record Date**," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"**Reference Property**" shall have the meaning specified in Section 8.06(a).

"**Resale Restriction Termination Date**" shall have the meaning specified in Section 2.06(b).

"**Restricted Common Stock**" shall have the meaning specified in Section 2.10.

"**Restricted Common Stock Legend**" means the legend set forth in Exhibit E hereto.

"**Restricted Global Note**" shall have the meaning specified in Section 2.06(d).

"**Restricted Note Legend**" means the restricted legend set forth in Exhibit A hereto.

"**Restricted Securities**" shall have the meaning specified in Section 2.06(a).

"**Rule 144**" means Rule 144 under the Securities Act, or any similar successor rule or regulation, as amended from time to time.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Spin-Off**" shall have the meaning specified in Section 8.04(c).

"**Stock Price**" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Conversion Rate as set forth in Section 8.01(b) hereof. If holders of Common Stock receive only cash in such Fundamental Change transaction, then the Stock Price shall be the cash amount paid per share. Otherwise, the Stock Price shall be equal to the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day immediately preceding the Effective Date of the Fundamental Change.

"**Trading Day**" means a day during which (i) trading in Common Stock generally occurs and (ii) a Last Reported Sale Price for Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"**Trigger Event**" shall have the meaning specified in Section 8.04(c).

"**Unrestricted Global Note**" shall have the meaning specified in Section 2.06(d).

"**Wholly Owned Domestic Subsidiary**" means, with respect to any Person, any corporation or other entity which is not a controlled foreign corporation under Section 957 of the Internal Revenue Code of which 100% of (i) the voting power of the voting equity securities or (ii) the outstanding equity interests of which are owned, directly or indirectly, by such Person. For the purposes of this definition, "voting equity securities" means equity securities having voting power for the election of directors, whether at all times or only so long as no senior class of security has such voting power by reason of any contingency.

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01. Designation and Amount The Notes shall be designated as the "4.25% Senior Convertible Notes due 2014." The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $100,000,000, subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 of the Base Indenture.

Section 2.02. Form of Notes The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A hereto.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Supplemental Indenture, or as may be required by the Depositary, as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and 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 increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Supplemental Indenture and to the extent applicable, the Company and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03. Date and Denomination of Notes; Payments of Interest The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Security) is registered on the Security Register at the Close of Business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the accrued and unpaid interest payable on such Interest Payment Date, subject to Section 4.01(b) hereof. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant Record Date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $2,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "**Record Date**" with respect to any Interest Payment Date shall mean the June 1 or December 1 preceding the applicable June 15 or December 15 Interest Payment Date, respectively.

Section 2.04. Intentionally Omitted

Section 2.05. Intentionally Omitted

Section 2.06. Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary

(a) Every Note (and all securities issued in exchange therefor or in substitution thereof) that bears, or is required under this Section 2.06 to bear, the Restricted Note Legend (together with any Common Stock issued upon conversion of the Notes that bears, or is required under this Section 2.06 to bear, the Restricted Common Stock Legend, collectively, the "**Restricted Securities**") shall be subject to the restrictions on transfer set forth in this Section 2.06 (including those set forth in the Restricted Note Legend and the Restricted Common Stock Legend, as applicable), unless such restrictions on transfer shall be waived by written consent of the Company following receipt of legal advice, satisfactory to the Company in its sole discretion, supporting the permissibility of the waiver of such transfer restrictions, and the Holder of each such Note or shareholder of such Common Stock, as applicable, by such Holder's or shareholder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.06, the term "transfer" means any sale, pledge, loan, transfer or other disposition whatsoever of any Restricted Security or any interest therein.

(b) Until the date that is one year after the last date of the original issuance of the Notes or such later date, if any, as may be required by applicable laws (such applicable date, the "**Resale Restriction Termination Date**"): (i) each certificate evidencing a Note shall bear the Restricted Note Legend and (ii) each certificate evidencing shares of Common Stock issued upon conversion of the Notes shall bear the Restricted Common Stock Legend; unless such Restricted Security has been sold pursuant to a registration statement that has been declared effective under the Securities Act (and which continues to be effective at the time of such transfer) or sold pursuant to Rule 144, or unless otherwise agreed by the Company in writing as set forth above, with written notice thereof to the Trustee.

(c) In connection with any transfer of the Notes prior to the Resale Restriction Termination Date, the holder must complete and deliver the Form of Assignment and Transfer attached hereto as Exhibit D, with the appropriate box checked, to the Trustee (or any successor Trustee, as applicable).

(d) Any Notes that are Outstanding following the Resale Restriction Termination Date and any Notes as to which the conditions for the removal of the Restricted Note Legend set forth thereon have been satisfied may, upon surrender of such Notes to the Security Registrar for exchange in accordance with the provisions of this Section 2.06, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the Restricted Note Legend. If such Note surrendered for exchange is represented by a Global Note bearing the Restricted Note Legend (the "**Restricted Global Note**"), then the principal amount of the Restricted Global Note shall be reduced by the appropriate principal amount and the principal amount of the Global Note without a Restricted Note Legend (the "**Unrestricted Global Note**") shall be increased by an equal principal amount. If the Unrestricted Global Note is not then Outstanding, the Company shall promptly execute and the Trustee shall authenticate and deliver the Unrestricted Global Note to the Depositary.

Prior to the Resale Restriction Termination Date, any Notes purchased or owned by the Company or any Subsidiary thereof may not be resold by the Company or such Subsidiary unless registered under the Securities Act or resold pursuant to an exemption from the registration requirements of the Securities Act in a transaction which results in such Notes no longer being "restricted securities" (as defined under Rule 144).

(e) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(f) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07. Additional Notes; Repurchases The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, increase the principal amount of the Notes by issuing additional Notes ("**Additional Notes**") of the same series as the Initial Notes in the future in an unlimited aggregate principal amount on the same terms and conditions, except for any differences in the issue price and interest accrued prior to the issue date of the Additional Notes and, at the option of the Company, the first payment of interest following the issue date of such Additional Notes; *provided* that such differences do not cause the Additional Notes to constitute a different class of securities than the Notes for U.S. federal income tax purposes; *provided further*, that the Additional Notes have the same CUSIP number as the Initial Notes; and *provided further*, however, that the Additional Notes may have a different CUSIP number on a temporary basis if necessary to comply with applicable U.S. securities laws. The Notes and any Additional Notes shall rank equally and ratably and shall be treated as a single class for all purposes under the Base Indenture and this Supplemental Indenture including, without limitation, for purposes of any waivers, supplements or amendments to the Indenture requiring the approval of Holders of the Notes and any offers to purchase the Notes. All provisions of the Indenture shall be construed and interpreted to permit the issuance of such Additional Notes and to allow such Additional Notes to become fungible and interchangeable with the Initial Notes issued under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes and is continuing.

Section 2.08. No Sinking Fund The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09. Ranking The Notes constitute a senior general unsecured obligation of the Company, ranking equally in right of payment with all of the existing and future senior indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

Section 2.10. Automatic Exchange from Restricted Global Note to Unrestricted Global Note

Beneficial interests in the Restricted Global Note held by Persons other than "affiliates" (as defined under Rule 144) of the Company, and Persons who have been "affiliates" (as defined under Rule 144) of the Company during the immediately preceding three months, shall be automatically exchanged into beneficial interests in the Unrestricted Global Note, without any action required by or on behalf of such Holders (the "**Automatic Exchange**"), as provided in this Section 2.10. In order to effect the Automatic Exchange, the Company shall cause the Trustee, as provided in this Section 2.10, at least 15 days but not more than 30 days prior to the Resale Restriction Termination Date, to deliver a notice of Automatic Exchange (an "**Automatic Exchange Notice**") to each such Holder at such Holder's address appearing in the Security Register. The Automatic Exchange Notice shall identify the Notes subject to the Automatic Exchange and shall state: (1) the date of the Automatic Exchange; (2) the section of this Indenture pursuant to which the Automatic Exchange shall occur; (3) the "CUSIP" number of the Restricted Global Note from which such Holder's beneficial interests shall be transferred and (4) the "CUSIP" number of the Unrestricted Global Note into which such Holder's beneficial interests shall be transferred.

At the Company's request on not less than 5 days' prior notice, the Trustee shall deliver in the Company's name and at its expense, the Automatic Exchange Notice to each such Holder at such Holder's address appearing in the Security Register; *provided*, *however*, that the Company shall have delivered to the Trustee a written order of the Company and an Officers' Certificate requesting that the Trustee give the Automatic Exchange Notice (in the name and at the expense of the Company) and setting forth the information to be stated in the Automatic Exchange Notice. As a condition to the Automatic Exchange, the Trustee shall be entitled to receive from the Company, and rely conclusively without any liability, upon an Officers' Certificate and an Opinion of Counsel to the Company, if requested at least 2 Business Days prior to the deadline for the Trustee's delivery of the Automatic Exchange Notice as provided in this Section 2.10, in form and in substance reasonably satisfactory to the Trustee, to the effect that such transfer of beneficial interests to the Unrestricted Global Note shall be effected in compliance with the Securities Act. If the Trustee requests an Officer's Certificate and/or Opinion of Counsel to the Company pursuant to the immediately preceding sentence, the Company may, promptly upon such request and in no event later than two Business Days after receipt of such request, request that the Trustee deliver, together with the Automatic Exchange Notice, to each Holder the Company reasonably determines might be an "affiliate" (as defined under Rule 144) of the Company or was an "affiliate" (as defined under Rule 144) of the Company during the immediately preceding three months or otherwise might not be permitted under applicable law to receive unrestricted securities pursuant to the provisions set forth in this Section 2.10, a statement that such Holder must return prior to any exchange of such Holder's beneficial interests in the Restricted Global Note pursuant to this Section 2.10, confirming that such Holder is and was not and an "affiliate" (as defined under Rule 144) of the Company at such time and is otherwise permitted to exchange its beneficial interests in the Restricted Global Note for beneficial interests in the Unrestricted Global Note in accordance with applicable laws.

Upon such exchange of beneficial interests pursuant to this Section 2.10, the Registrar shall reflect on its books and records the date of such transfer and a decrease and increase, respectively, in the principal amount of the applicable Restricted Global Note(s) and the Unrestricted Global Note, respectively, equal to the principal amount of beneficial interests transferred. If an Unrestricted Global Note is not then Outstanding at the time of the Automatic Exchange, the Company shall execute and the Trustee shall authenticate and deliver an Unrestricted Global Note to the Depositary. Following the transfer of all beneficial interests in the Restricted Global Note to the Unrestricted Global Note, the Restricted Global Note shall be cancelled.

In the event the Holder of a Note receives, upon conversion of its beneficial interests in the Restricted Global Note, Common Stock that bears the Restricted Common Stock Legend (the "**Restricted Common Stock**"), such Holder shall have the right to offer, resell, pledge or otherwise transfer such Restricted Common Stock in compliance with applicable law, including pursuant to Rule 144, and the transferee shall have the right to receive Common Stock that is no longer subject to such restrictions (including removal of the Restricted Common Stock Legend), subject to compliance with applicable law and the Company's and the Trustee's right prior to any such transfer to require the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them that such exemption is available to the Holder.

ARTICLE III

REDEMPTION

Section 3.01. No Right to Redeem The provisions of Article Eleven of the Base Indenture shall not be applicable to the Notes. The Notes shall not be redeemable before their Stated Maturity at the option of the Company.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01. Payment of Principal and Interest

(a) Section 307, Section 1001 and Section 1003 of the Base Indenture shall apply to the Notes, subject to Section 8.03 hereof; *provided*, *however*, that, with respect to any Noteholder with an aggregate principal amount in excess of $2,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant Record Date, accrued and unpaid interest on such Holder's Notes shall be paid on the corresponding Interest Payment Date by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01, a Holder of any Notes at 5:00 p.m. New York City time, on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are converted after 5:00 p.m. New York City time on such Record Date and prior to the Opening of Business on the corresponding Interest Payment Date shall be entitled to receive accrued and unpaid interest on the principal amount of such Notes, notwithstanding the conversion of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for conversion after 5:00 p.m. New York City time on a Record Date and prior to the Opening of Business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the accrued and unpaid interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for conversion, *provided*, *however*, that this sentence shall not apply to a Holder that converts Notes:

(i) to the extent of any overdue interest, if any overdue interest exists at the time of conversion with respect to such Notes;

(ii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iii) after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that converts Notes under any of the circumstances described in clauses (i), (ii) or (iii) above will not be required to pay to the Company an amount equal to the accrued and unpaid interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

(c) Notwithstanding anything to the contrary in the Indenture, the Company may pay accrued and unpaid interest (including Additional Interest and Filing Additional Interest, if any) to a Person other than the Holder of record on the Record Date immediately prior to the Maturity Date. On the Maturity Date, the Company shall pay accrued and unpaid interest only to the Person to whom the Company pays the principal amount of the Notes.

Section 4.02. Maintenance of Office or Agency for Conversion Agent If at any time the Conversion Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Conversion Agent. If at any time the Company shall fail to maintain an office or agency for the Conversion Agent, presentations, surrenders, notices and demands related to conversions of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan, the City of New York.

Section 4.03. Reports by Company; 144A Information The provisions of Section 1005 of the Base Indenture shall not be applicable to the Notes.

(b) The Company shall deliver to the Trustee copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe) that it is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act with the Trustee within 15 days after the Company is required to file such reports, information and documents with the Commission. All required reports, information and documents referred to in this Section 4.03(b) shall be deemed to be delivered to the Trustee at the time such reports, information and documents are publicly filed with the Commission via the Commission's EDGAR and/or IDEA filing system (or any successor system).

(c) The Company covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the Exchange Act, make available to any Holder or beneficial holder of Notes or any holder of Common Stock issued upon conversion thereof which continue to be Restricted Securities and any prospective purchaser of Notes or such Common Stock designated by such Holder or beneficial holder, the information, if any, required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of any such Holder or beneficial holder of the Notes or such Common Stock, until such time as such securities are no longer "restricted securities" within the meaning of Rule 144, assuming such Notes have not been owned or beneficially owned by an "affiliate" (as defined in Rule 144) of the Company.

(d) Delivery of such reports, information and documents to the Trustee is for informational purposes only, and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely exclusively on an Officers' Certificate). Notwithstanding anything to the contrary in this Section 4.03, the Company, to the extent permitted under the Trust Indenture Act, shall not be required to deliver to the Trustee or the Holders any material for which the Company has sought and received confidential treatment by the Commission.

Section 4.04. Subsidiary Guarantors

(a) The Company shall cause each Wholly Owned Domestic Subsidiary that guarantees any unsecured indebtedness of the Company ("**Guaranteed Indebtedness**") to, within 10 Business Days of becoming a guarantor of such Guaranteed Indebtedness (a) execute and deliver a supplemental indenture to the Base Indenture providing for a Guarantee of payment of the Notes by such Wholly Owned Domestic Subsidiary, and (b) waive, and not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Subsidiary as a result of any payment by such Subsidiary under its Guarantee until the Notes have been paid in full.

(b) After the execution of a supplemental indenture pursuant to this Section 4.04, such new Wholly Owned Domestic Subsidiary party thereto shall be a Guarantor of the Notes for all purposes of this Indenture.

(c) If the Guaranteed Indebtedness is (A) *pari passu* in right of payment with the Notes or any Guarantee, then the guarantee of such Guaranteed Indebtedness shall be *pari passu* in right of payment with, or subordinated to, the Guarantee of the Notes or (B) subordinated in right of payment to the Notes or any Guarantee, then the guarantee of such Guaranteed Indebtedness shall be subordinated in right of payment to the Guarantee of the Notes at least to the extent that the Guaranteed Indebtedness is subordinated to the Notes or the Guarantee.

(d) Notwithstanding the foregoing, any Guarantee of the Notes pursuant to this Section 4.04 shall be automatically and unconditionally released and discharged in accordance with Section 11.05 hereof.

Section 4.05. Exclusion of Certain Provisions From Base Indenture Article Fourteen of the Base Indenture shall not apply to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default The provisions of Section 501(1), Section 501(2), Section 501(3) and 501(5) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (4), (6), (7) and (8) of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) failure by the Company to pay any interest (including Additional Interest and Filing Additional Interest, if any) on the Notes when due and such failure continues for a period of 30 calendar days;

(b) failure by the Company to pay principal of the Notes when due at the Maturity Date, or failure by the Company to pay the repurchase price payable, in respect of any Notes when due;

(c) failure by the Company to deliver shares of Common Stock upon the conversion of any Notes and such failure continues for five calendar days following the scheduled settlement date for such conversion;

(d) failure by the Company for a period of five calendar days to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due;

(e) any Guarantee provided by any 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 Guarantor, or any person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under any Guarantee; and

(f) a failure to pay when due (whether at stated maturity or otherwise) or a default that results in the acceleration of maturity, of any indebtedness for borrowed money of the Company or any of its Significant Subsidiaries in an aggregate amount in excess of $20,000,000 (or its foreign currency equivalent), unless such indebtedness is discharged, or such acceleration is rescinded, stayed or annulled, within a period of 30 calendar days after written notice of such failure is given to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes then Outstanding.

The Company shall be required to notify the Trustee within five (5) Business Days of it becoming aware of the occurrence of any default under the Indenture with respect to the Notes.

Section 5.02. Filing Failure; Additional Interest

(a) Notwithstanding anything to the contrary in the Indenture, the failure by the Company to comply with Section 4.03, and for any failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act (each, a "**Filing Failure**"), will not constitute an Event of Default for the 365 days after the occurrence of such Filing Failure provided the Company pays additional

interest on the Notes ("**Filing Additional Interest**") at an annual rate equal to 0.50% of the principal amount of the Notes. In the event the Company does not elect to pay the Filing Additional Interest upon a Filing Failure in accordance with this Section 5.02, such Filing Failure will constitute an Event of Default under the Indenture and the Notes will be subject to acceleration in accordance with Section 502 of the Base Indenture. The Filing Additional Interest will accrue on all Outstanding Notes from and including the date on which a Filing Failure first occurs to but not including the 365th day thereafter (or such earlier date on which the Filing Failure shall have been cured or waived). On such 365th day, the Notes will be subject to acceleration in accordance with Section 502 of the Base Indenture if the Filing Failure is continuing.

(b) For the avoidance of doubt, this Section 5.02 will not affect the rights of Holders of Notes in the event of the occurrence of any other Event of Default.

Section 5.03. Waiver of Past Defaults

Section 513 of the Base Indenture is deleted in its entirety and replaced with the following:

The Holders of not less than a majority in principal amount of the Notes Outstanding may, on behalf of the Holders of all the Notes, consent to the waiver of any past default or Event of Default under the Indenture and its consequences, except:

(1) failure by the Company to pay principal of or interest (including Additional Interest or Filing Additional Interest, if any) on the Notes when due;

(2) failure by the Company to deliver shares of Common Stock upon the conversion of any Notes;

(3) failure by the Company to pay the Fundamental Change Repurchase Price on the Fundamental Change Repurchase Date in connection with a Holder of Notes exercising its repurchase rights in accordance with the Indenture; or

(4) failure of the Company to comply with a covenant or provision of the Indenture which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected.

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 and the Notes; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 5.04. Article Five of Base Indenture Except as amended, supplemented or modified by Sections 5.01 and 5.03 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

Section 5.05. Restricted Securities; Additional Interest

(a) If, at any time during the six-month period beginning on, and including, the date which is six months after the date hereof (the "**Additional Interest Period**"), the Company fails to timely file any document or report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, other than current reports on Form 8-K (after giving effect to all applicable grace periods thereunder), the Company shall (i) pay additional interest ("**Additional Interest**") on the Notes which shall accrue on the Notes at a rate of 0.50% per annum of the principal amount of Notes Outstanding for each day during the Additional Interest Period for which the Company's failure to file, as described above, has occurred and is continuing and (ii) for so long as the Restricted Note Legend has not been removed in accordance with Section 2.06 or 2.10, notify the Trustee of such late filing promptly, but not later than three Business Days after such failure to timely file.

(b) Additional Interest payable in accordance with Sections 5.05(a) shall be payable in arrears on each Interest Payment Date for the Notes following accrual in the same manner as regular interest on the Notes.

(c) Notwithstanding anything to the contrary contained in this Section 5.05, no Additional Interest shall accrue following the end of the Additional Interest Period even though any failure to file as described in Section 5.05(a) has occurred or is continuing.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01. Supplemental Indentures Without Consent of Noteholders

(a) Without the consent of any Holders of the Notes, the Company, when authorized by or pursuant to a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Indenture, in form satisfactory to the Trustee, for any of the following purposes:

(1) the purposes set forth in Clauses (1) through (9) and (11) to (13) of Section 901 of the Base Indenture;

(2) to provide for conversion rights of Holders of Notes and the Company's repurchase obligations in connection with a Fundamental Change in the event of any reclassification of the Common Stock, merger or consolidation, or sale, conveyance, transfer or lease of the Company's property and assets substantially as an entirety;

(3) to conform the provisions of the Indenture to the "Description of Notes" section contained in the Company's private placement memorandum related to the Notes dated November 4, 2009; and

(4) to increase the Conversion Rate.

(b) Solely with respect to the Notes, clause 901(10) of the Base Indenture is hereby deleted in its entirety and replaced with the following:

"(10) to (a) cure any ambiguity or correct or supplement any inconsistent or otherwise defective provision contained in the Indenture or (b) make any provision with respect to matters or questions arising under this Indenture that the Company may deem necessary or desirable and that shall not be inconsistent with provisions of the Indenture."

Section 6.02. Modification and Amendment with Consent of Noteholders

Section 902 of the Base Indenture shall be applicable to the Notes. In addition, as contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that affects the right of any Holder to convert Notes into shares of the Company's Common Stock or reduce the number of shares of Common Stock receivable upon conversion pursuant to the terms of the Indenture;

(b) change the Company's obligation to repurchase any Notes upon a Fundamental Change in a manner adverse to the Holders after the occurrence of a Fundamental Change.

Section 6.03. Effect of Supplemental Indentures Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of the Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04. Article Nine of Base Indenture Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, LEASE OR CONVEYANCE

Section 7.01. Consolidation, Merger and Sale of Assets.

Section 801 of the Base Indenture is deleted in its entirety and replaced with the following:

Section 801. Consolidation, Merger and Sale of Assets. The Company will not, in a single transaction or a series of related transactions, consolidate with or merge with or into any other Person, or sell, convey, transfer or lease its property and assets substantially as an entirety to another Person, unless:

(1) either (a) the Company shall be the continuing corporation or (b) the resulting, surviving or transferee person (if other than the Company) shall be a corporation or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (the "**Successor Company**"), and such Successor Company shall expressly assume, by an indenture supplemental to the Indenture in a form reasonably satisfactory to the Trustee, executed and delivered to the Trustee, and a supplemental agreement, all the obligations of the Company under the Notes and the Indenture;

(2) immediately after giving effect to such transaction, no default or Event of Default has occurred and is continuing;

(3) if as a result of such transaction the Notes become convertible into common stock or other securities issued by a third party, such third party fully and unconditionally guarantees all obligations of the Company or the Successor Company, as the case may be, under the Notes and the Indenture; and

(4) the Company shall have delivered to the Trustee any Officers' Certificate and Opinion of Counsel required by Section 803 of the Base Indenture.

ARTICLE VIII

CONVERSION OF NOTES

Section 8.01. Conversion Privilege

(a) Upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the Close of Business on the scheduled Business Day immediately preceding the Maturity Date at a rate (the "**Conversion Rate**") of 64.6162 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "**Conversion Obligation**").

(b) (1) If and only to the extent a Noteholder elects to convert Notes prior to the Maturity Date in connection with a transaction described in clause (a) or (d) of the definition of Fundamental Change pursuant to which 10% or more of the consideration for the Common Stock (other than cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights) in such transaction consists of cash or securities (or other property) that are not shares of common stock traded or scheduled to be traded immediately following such transaction on a U.S. national securities exchange, then the Conversion Rate applicable to each $1,000 principal amount of Notes so converted shall be increased by an additional number of shares of Common Stock (the "**Additional Shares**") as described below. The Company shall notify Holders of the anticipated effective date of a Fundamental Change meeting the conditions of this Section 8.01(b) at least 20 calendar days prior to the anticipated effective date of such

Fundamental Change. Settlement of Notes tendered for conversion to which Additional Shares shall be added to the Conversion Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(b), a conversion of Notes shall be deemed to be "in connection with" a Fundamental Change to the extent that the related conversion notice is received by the Conversion Agent following the effective date of the Fundamental Change but before the Close of Business on the Business Day immediately preceding the related Fundamental Change Repurchase Date. Such conversion notice shall indicate that the Holder of Notes has elected to convert Notes in connection with a Fundamental Change; *provided*, *however*, that the failure to so indicate shall not in any way affect the Conversion Obligation or the right of such Holder to receive Additional Shares in connection with such conversion.

(2) The number of Additional Shares by which the Conversion Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "**Effective Date**"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table attached as Schedule A hereto or the Effective Date is between two Effective Dates in the table attached as Schedule A hereto, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Price amounts and the two dates, as applicable, based on a 360-day year; *provided further* that if (x) the Stock Price is in excess of $125.00 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Conversion Rate, and (y) the Stock Price is less than $11.68 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Conversion Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon conversion exceed 85.6164 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in Section 8.04).

The number of Additional Shares within the table in Schedule A hereto shall be adjusted in the same manner as and as of any date on which the Conversion Rate of the Notes is adjusted as set forth in Section 8.04 (other than by operation of an adjustment to the Conversion Rate by adding Additional Shares). The Stock Prices set forth in the first row of the table attached as Schedule A hereto (i.e., the column headers) shall be simultaneously adjusted as of any date on which the Conversion Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Conversion Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Conversion Rate as so adjusted.

Section 8.02. Conversion Procedures

(a) Each Security shall be convertible at the office of the Conversion Agent and, if applicable, in accordance with the procedures of the Depositary.

(b) In order to exercise the conversion privilege with respect to any interest in a Global Note, the Holder must complete the appropriate instruction form for conversion pursuant to the Depositary's book-entry conversion program, furnish appropriate

endorsements and transfer documents if required by the Company or the Conversion Agent, pay the funds, if any, required by Section 4.01(b) and all taxes or duties, if any, for which the Holder is responsible pursuant to Section 1605 of the Base Indenture, and the Conversion Agent must be informed of the conversion in accordance with the customary practice of the Depositary. In order to exercise the conversion privilege with respect to any certificated Notes, the Holder of any such Notes to be converted, in whole or in part, shall:

(i) complete and manually sign the conversion notice provided on the back of the Note and attached hereto as Exhibit B (the "**Conversion Notice**") or a facsimile of the Conversion Notice;

(ii) deliver the completed Conversion Notice, which is irrevocable, and the Note to the Conversion Agent;

(iii) if required, furnish appropriate endorsements and transfer documents;

(iv) if required, pay the funds required by Section 4.01(b); and

(v) if required, pay all taxes or duties pursuant to Section 1605 of the Base Indenture.

The date on which the Holder satisfies all of the applicable requirements set forth in this Section 8.02(b) is the "**Conversion Date**." The Conversion Agent will, as promptly as possible, and in any event within two (2) Business Days of the receipt thereof, provide the Company with notice of any conversion by a Holder of the Securities.

(c) Each Conversion Notice shall state the name or names (with address or addresses) in which any certificate or certificates for shares of Common Stock which shall be issuable upon such conversion shall be issued. All such Notes surrendered for conversion shall, unless the shares of Common Stock issuable upon conversion are to be issued in the same name as the registration of such Notes, be duly endorsed by, or be accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or his duly authorized attorney.

(d) In case any Notes of a denomination greater than $1,000 shall be surrendered for partial conversion, the Company shall execute and the Trustee shall authenticate and deliver to the Holder of the Notes so surrendered, without charge, new Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Notes.

Each conversion shall be deemed to have been effected as to any such Notes (or portion thereof) surrendered for conversion immediately prior to the Close of Business on the relevant Conversion Date. The person in whose name the certificate or certificates for the number of shares of Common Stock that shall be issuable upon such conversion shall become the holder of record of such shares of Common Stock as of the Close of Business on such Conversion Date. Notwithstanding the foregoing and anything contained in this Supplemental Indenture to the contrary, in no event shall a Holder be entitled to the benefit of a Conversion Rate

adjustment pursuant to the provisions of Article VIII hereof in respect of Notes surrendered for conversion if, by virtue of being deemed the record holder of the shares of Common Stock issuable upon such conversion pursuant to the foregoing sentence, such Holder participates, as a result of being such holder of record, in the transaction or event that would otherwise give rise to such Conversion Rate adjustment to the same extent and in the same manner as holders of shares of Common Stock generally.

(e) Upon the conversion of an interest in Global Notes, the Trustee (or other Conversion Agent appointed by the Company) shall make a notation on such Global Notes as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversions of Securities effected through any Conversion Agent other than the Trustee.

(f) Notwithstanding the foregoing, a Note in respect of which a Holder has delivered a Fundamental Change Repurchase Notice exercising such Holder's option to require the Company to purchase such Note may be converted only if such Fundamental Change Repurchase Notice is withdrawn in accordance with Article IX hereof prior to the Close of Business on the Fundamental Change Purchase Date.

Section 8.03. Payments Upon Conversion

(a) Upon any conversion of any Notes, on the third Business Day immediately following the Conversion Date, the Company shall deliver to the converting Holder a number of shares of Common Stock equal to (i) the aggregate principal amount of such Notes to be converted divided by $1,000, multiplied by (ii) the Conversion Rate in effect as of such Conversion Date, together with any cash payment for any fractional share of Common Stock as described in this Section 8.03.

(b) [RESERVED]

(c) Notwithstanding anything to the contrary in the Indenture, upon the conversion of any Notes, the Holder will not be entitled to receive any separate cash payment for accrued and unpaid interest (including Additional Interest and Filing Additional Interest), if any, except to the extent specified in Section 4.01. The Company's delivery to the Holder of Common Stock together with any cash payment for any fractional share of Common Stock into which a Note is convertible will be deemed to satisfy in full the Company's obligation to pay the principal amount of the Notes so converted and accrued and unpaid interest (including Additional Interest and Filing Additional Interest), if any, to, but not including, the Conversion Date. As a result, accrued and unpaid interest (including Additional Interest and Filing Additional Interest), if any, to, but not including, the Conversion Date will be deemed to be paid in full rather than cancelled, extinguished or forfeited.

(d) The Company shall not issue fractional shares of Common Stock upon conversion of Notes. If multiple Notes shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted hereby) so

surrendered. If any fractional share of Common Stock would be issuable upon the conversion of any Notes, the Company shall make payment therefor in cash in lieu of fractional shares of Common Stock based on the Last Reported Sale Price on the relevant Conversion Date.

Section 8.04. Adjustment of Conversion Rate The Conversion Rate shall be adjusted from time to time by the Company as follows:

(a) If the Company issues shares of Common Stock as a dividend or distribution on shares of Common Stock, or effects a share split or share combination, then the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where

CR' = the Conversion Rate in effect immediately prior to the Opening of Business on the record date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

CR_0 = the Conversion Rate in effect at 5:00 p.m., New York City time, on the Trading Day immediately preceding the record date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding at 5:00 p.m., New York City time, on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or combination; and

OS' = the number of shares of Common Stock that would be outstanding immediately after giving effect to such dividend, distribution, share split or combination, as the case may be.

Such adjustment shall become effective immediately prior to the Opening of Business on the record date for such dividend or distribution or the effective date of such share split or combination, as the case may be. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Conversion Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case the Company shall issue to all or substantially all holders of its Common Stock any rights or warrants (other than rights issued pursuant to a shareholders' rights plan) entitling them for a period of not more than 45 days from the issuance date for such distribution to subscribe for or purchase shares of Common Stock, at a price per share less than the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the declaration date of such distribution, then the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR' = the Conversion Rate in effect immediately prior to the Opening of Business on the record date for such distribution;

CR_0 = the Conversion Rate in effect at 5:00 p.m., New York City time, on the Trading Day immediately preceding the record date for such distribution;

OS_0 = the number of shares of Common Stock outstanding at 5:00 p.m., New York City time, on the Trading Day immediately preceding the Ex-Dividend Date for such distribution;

X = the total number of shares of Common Stock issuable pursuant to such rights or warrants; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights or warrants, divided by the average of the Last Reported Sale Prices of Common Stock over the 10 consecutive Trading Day period ending on the Trading Day immediately preceding the record date for such distribution.

Such adjustment shall be successively made whenever any such rights or warrants are issued and shall become effective immediately prior to the Opening of Business on the record date for such distribution. If such rights or warrants are not so exercised prior to their expiration, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights or warrants entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the declaration date of such distribution, and in determining the aggregate offering price of such Common Stock, there shall be taken into account any consideration received by the Company for such rights or warrants and any amount payable on exercise or conversion thereof, where the value of such consideration, if other than cash, shall be determined by the Board of Directors.

(c) In case the Company shall distribute shares of Capital Stock, evidences of indebtedness or other assets or property to all or substantially all holders of its Common Stock (excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b), Section 8.04(d), and distributions described below in this Section 8.04(c) with respect to Spin-Offs (as defined below)) (any of such shares of Capital Stock, evidences of indebtedness or other asset or property hereinafter in this Section 8.04(c) called the "**Distributed Property**"), then, in each such case the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR' = the Conversion Rate in effect immediately prior to the Opening of Business on the record date for such distribution;

CR_0 = the Conversion Rate in effect at 5:00 p.m., New York City time, on the Trading Day immediately preceding the record date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Trading Day immediately preceding the record date for such distribution; and

FMV = the fair market value (as determined by the Board of Directors or a committee thereof) of the Distributed Property distributed with respect to each outstanding share of Common Stock as of the Opening of Business on the record date for such distribution.

Such adjustment shall become effective immediately prior to the Opening of Business on the record date for shareholders entitled to receive such distribution; provided that (1) if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP_0 as set forth above or (2) if SP_0 exceeds the fair market value of the Distributed Property by less than $1.00, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon conversion, the amount of Distributed Property such Holder would have received had such Holder converted such Notes immediately prior to the record date for determining the shareholders of the Company entitled to receive the Distributed Property. If such dividend or distribution is not so paid or made, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP_0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company that are listed on a national or regional securities exchange (a "**Spin-Off**"), then the Conversion Rate will be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV + MP_0}{MP_0}$$

where

CR' = the Conversion Rate in effect immediately prior to the Opening of Business on the record date for the Spin-Off;

CR_0 = the Conversion Rate in effect at 5:00 p.m., New York City time, on the Trading Day immediately preceding the record date for the Spin-Off;

FMV = the average of the Last Reported Sale Prices of the Capital Stock or other similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period immediately following, and including, the third Trading Day after the record date for such Spin-Off (such period, the "**Valuation Period**"); and

MP_0 = the average of the Last Reported Sale Prices of Common Stock over the Valuation Period.

Such adjustment shall occur immediately after the Opening of Business on the day after the last day of the Valuation Period but will be given effect as of the Opening of Business on the record date for the Spin-Off; *provided* that in respect of any conversion within the ten Trading Days following any Spin-Off, references within this Section 8.04(c) to ten Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Conversion Date in determining the applicable Conversion Rate. Because the Company will make the adjustment to the Conversion Rate at the end of the Valuation Period with retroactive effect, the Company will delay the settlement of any Notes where the final day of the related observation period occurs during the Valuation Period. In such event, the Company will deliver shares of Common Stock (based on the adjusted Conversion Rate) on the third Business Day following the last day of the Valuation Period.

Rights or warrants distributed by the Company to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase Capital Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04(c) (and no adjustment to the Conversion Rate under this Section 8.04(c) will be required) until the occurrence of the

earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c) and Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes a dividend or distribution of Common Stock to which Section 8.04(a) applies or a dividend or distribution of rights or warrants to subscribe for or purchase Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such Common Stock or rights or warrants to which this Section 8.04(c) applies, and any Conversion Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made, immediately followed by (2) a dividend or distribution of such Common Stock or such rights or warrants (and any further Conversion Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any Common Stock included in such dividend or distribution shall not be deemed outstanding "at 5:00 p.m., New York City time, on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or combination" within the meaning of Section 8.04(a) or "at 5:00 p.m., New York City time, on the Trading Day immediately preceding the Ex-Dividend Date for such distribution" within the meaning of Section 8.04(b).

(d) In case the Company shall pay any cash dividends or distributions paid exclusively in cash to all or substantially all holders of Common Stock (other than dividends or distributions to which Section 8.06 applies), then the Conversion Rate will be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR' = the Conversion Rate in effect immediately prior to the Opening of Business on the record date for such dividend or distribution;

CR_0 = the Conversion Rate in effect at 5:00 p.m., New York City time, on the Trading Day immediately preceding the record date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Trading Day immediately preceding the record date for such distribution;

C = the amount in cash per share that the Company distributes to holders of Common Stock.

Such adjustment shall become effective immediately prior to the Opening of Business on the record date for such dividend or distribution.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become convertible into more than one class of Common Stock, if an adjustment to the Conversion Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then convertible equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, then the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 \times SP'}$$

where

CR’ = the Conversion Rate in effect immediately prior to the Opening of Business on the Trading Day next succeeding the date such tender offer or exchange offer expires;

CR_0 = the Conversion Rate in effect at 5:00 p.m., New York City time on the day such tender offer or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors or a committee thereof) paid or payable for shares purchased in such tender or exchange offer;

SP’ = the average of the Last Reported Sale Prices of Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires (the “**Averaging Period**”);

OS’ = the number of shares of Common Stock outstanding immediately after the Close of Business on the date such tender or exchange offer expires (after giving effect to such tender offer or exchange offer); and

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer).

Such adjustment shall become effective immediately prior to the Opening of Business on the day following the last day of the Averaging Period, but will be given effect as of the Opening of Business on the Trading Day next succeeding the date such tender offer or exchange offer expires. Because the Company will make the adjustment to the Conversion Rate at the end of the Averaging Period with retroactive effect, the Company will delay the settlement of any Notes where the final day of the related observation period occurs during the Averaging Period. In such event, the Company will deliver shares of Common Stock, if any, (based on the adjusted Conversion Rate) on the third Business Day immediately following the last day of the Averaging Period.

(f) For purposes of this Section 8.04 the term “**record date**” shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of shares of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of shareholders of the Company entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) All calculations and other determinations under this Article VIII shall be made by the Company in accordance with Section 10.14 hereof and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share, as the case may be. No adjustment shall be made for the Company’s issuance of Common Stock or any securities convertible into or exchangeable for Common Stock, or the right to purchase Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Conversion Rate unless such adjustment would require a change of at least 1% in the Conversion Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the

Conversion Rate, take such carried-forward adjustments into account in any subsequent adjustment, and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1%, (i) annually on the anniversary of the first date of issue of the Notes and otherwise (ii)(1) five Business Days prior to the first day of the conversion period related to the Maturity of the Notes (whether at Stated Maturity or otherwise) or (2) prior to any Fundamental Change Repurchase Date, unless such adjustment has already been made.

(h) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Conversion Agent other than the Trustee an Officers' Certificate setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Conversion Agent may conclusively rely on the accuracy of the Conversion Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume without inquiry that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall issue a press release containing the relevant information and make the information available on the Company's website or through another public medium as the Company may use at such time.

(i) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Section 8.05. Shares to be Fully Paid Subject to Section 8.03(d), the Company shall provide, free from preemptive rights, sufficient Common Stock to provide for conversion of the Notes from time to time as such Notes are presented for conversion.

Section 8.06. Effect of Reclassification, Consolidation, Merger or Sale

(a) If the Company:

(i) reclassifies or changes its Common Stock (other than changes resulting from a subdivision or combination); or

(ii) consolidates or merges with or into any person or sells, leases, transfers, conveys or otherwise disposes of all or substantially all of its assets and those of its Subsidiaries taken as a whole to another Person;

and in either case holders of Common Stock receive stock, other securities or other property or assets (including cash or any combination thereof) with respect to or in exchange for their Common Stock (any such event, a "**Merger Event**"), then from and after the effective date of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture) providing that at and after the effective time of such Merger Event, each Outstanding Note will, without

the consent of Holders of the Notes, become convertible in accordance with the Indenture into the consideration the holders of Common Stock received in such reclassification, change, consolidation, merger, sale, lease, transfer, conveyance or other disposition (such consideration, the "**Reference Property**"). If the transaction causes the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of shareholder election), the Reference Property into which the Notes will become convertible will be deemed to be the kind and amount of consideration elected to be received by a majority of Common Stock which voted for such election (if electing between two types of consideration) or a plurality of Common Stock which voted for such an election (if electing between more than two types of consideration), as the case may be. The Company shall not become a party to any such Merger Event unless its terms are consistent with this Section 8.06 in all material respects.

(b) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Holder, at the address of such Holder as it appears on the register of the Notes maintained by the Security Registrar, within 20 days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture. The above provisions of this Section 8.06 shall similarly apply to successive reclassifications, changes, consolidations, mergers, combinations, sales and conveyances. If this Section 8.06 applies to any Merger Event, Section 8.04 shall not apply.

Section 8.07. Intentionally Omitted

Section 8.08. Intentionally Omitted

Section 8.09. Notice to Holders Prior to Certain Actions

In case:

(a) the Company shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Conversion Rate pursuant to Section 8.04; or

(b) the Company shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of Common Stock (other than a subdivision or combination of the outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which the Company is a party and for which approval of any shareholders of the Company is required, or of the sale or transfer of all or substantially all of the assets of the Company; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company, the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice

stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to convert their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10. Shareholder Rights Plans To the extent that any future shareholders' rights plan adopted by the Company is in effect upon conversion of the Notes into Common Stock, Holders shall receive, in addition to any Common Stock issuable upon such conversion, the rights under the applicable rights agreement unless the rights have separated from the Common Stock at the time of conversion of the Notes, in which case, the Conversion Rate will be adjusted as if the Company distributed to all holders of its Common Stock shares of its Capital Stock, evidences of indebtedness or assets as described in Section 8.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights. If, and only if, the Holders receive rights under such shareholders' rights plan as described in the preceding sentence upon conversion of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such shareholders' rights plan.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01. Repurchase of Securities at Option of the Holder on Specified Dates The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

Section 9.02. Repurchase at Option of Holders Upon a Fundamental Change

(a) If a Fundamental Change occurs at any time prior to the Maturity Date, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on or after the Close of Business on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty (20) calendar days and not more than thirty-five (35) calendar days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon (including Additional Interest and Filing Additional Interest, if any) to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"); provided, however, if the Fundamental Change Repurchase Date is after a Record Date and on or prior to the corresponding Interest Payment Date, the accrued and unpaid interest (including Additional Interest and Filing Additional Interest, if any) will be paid on the Fundamental Change Repurchase Date to the Holder of record on the Record Date.

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note at any time prior 5:00 p.m., New York City Time, on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof;

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and the Indenture; and

(D) if such Fundamental Change Repurchase Notice is delivered prior to the occurrence of a Fundamental Change pursuant to a definitive agreement giving rise to a Fundamental Change, that the Holder acknowledges that the Company's offer is conditioned on the occurrence of such Fundamental Change.

provided, *however*, that if the Notes are not in certificated form, the Fundamental Change Repurchase Notice must comply with appropriate procedures of the Depositary.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) At any time following the Company entering into a definitive agreement that, if consummated, would give rise to a Fundamental Change, but in any event not later than the fifth (5th) calendar day after the occurrence of a Fundamental Change, the Company shall provide to all Holders of record of the Notes as of the date of the Fundamental Change Company Notice at their addresses shown in the Security Register (and to beneficial owners to the extent required by applicable law) and the Trustee and Paying Agent a written notice (the "**Fundamental Change Company Notice**") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) if such Fundamental Change Company Notice is delivered prior to the occurrence of a Fundamental Change pursuant to a definitive agreement giving rise to a Fundamental Change, that the offer is conditioned on the occurrence of such Fundamental Change;

(iv) that the Holder must exercise the repurchase right prior to the Close of Business on the Fundamental Change Repurchase Date;

(v) the Fundamental Change Repurchase Price;

(vi) the Fundamental Change Repurchase Date;

(vii) the name and address of the Paying Agent and the Conversion Agent;

(viii) the applicable Conversion Rate and any adjustments to the applicable Conversion Rate;

(ix) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of the Indenture; and

(x) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by delivering a written notice of withdrawal to the Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the 5:00 p.m., New York City time, on the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000; and

(iii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary. The Paying Agent will promptly return to the respective Holders thereof any certificated Notes with respect to which a Fundamental Change Repurchase Notice has been withdrawn in compliance with the provisions of this Section 9.02(c). If the Notes are not in certificated form, such return must comply with the appropriate procedures of the Depositary. If a Fundamental Change Repurchase Notice is given and then subsequently withdrawn in accordance with this Section 9.02(c), then the Company shall not be obligated to repurchase any Notes listed in such Fundamental Change Repurchase Notice.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company) or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Indenture an amount of money or securities sufficient to repurchase as of the Fundamental Change Repurchase Date all of the Notes to be repurchased as of such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the Close of Business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date

with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in this Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by this Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register (in the case of certificated Notes) by wire transfer of immediately available funds to the account of the Depositary or its nominee (if the Notes are not in certificated form). The Trustee shall, promptly after such payment return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase as of the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest (including Additional Interest and Filing Additional Interest, if any) will cease to accrue on such Notes, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, as the case may be, and (iii) all other rights of the Holders of such Notes will terminate other than the right to receive the Fundamental Change Repurchase Price upon delivery or transfer of such Notes.

Section 9.03. No Payment Following Acceleration of the Notes

There shall be no purchase of any Notes pursuant to this Article IX if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded on or prior to the Fundamental Change Purchase Date. The Trustee (or other Paying Agent appointed by the Company) will promptly return to the respective Holders thereof any certificated Notes held by it following acceleration of the Notes and shall deem canceled any instructions for book-entry transfer of the Notes in compliance with the procedures of the Depositary, in which case, upon such return and cancellation, the Fundamental Change Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

Section 9.04. Compliance with Tender Offer Rules

In connection with any offer to purchase Notes under Section 9.02 hereof, the Company shall, in each case if required, (a) comply with Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act that may then be applicable, (b) file a Schedule TO or any other required schedule under the Exchange Act and (c) otherwise comply with all federal and state securities laws so as to permit the rights and obligations under Section 9.02 to be exercised in the time and in the manner specified in Section 9.02.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01. Ratification of Base Indenture Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Supplemental Indenture.

Section 10.02. Provisions Binding on Company's Successors All the covenants, stipulations, promises and agreements of the Company contained in this Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 10.03. Official Acts by Successor Corporation Any act or proceeding by any provision of this Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 10.04. Addresses for Notices, Etc. Any notice or demand which by any provision of this Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company or the Guarantors shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to the Company, 800 S. Douglas Road, 12th Floor, Coral Gables, Florida, Attention: Albert de Cardenas Esq. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/MasTec.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 10.05. Governing Law THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES OF SUCH STATE OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401. THIS SUPPLEMENTAL INDENTURE IS SUBJECT TO THE PROVISIONS OF THE TIA THAT ARE REQUIRED TO BE A PART OF THIS SUPPLEMENTAL INDENTURE AND SHALL, TO THE EXTENT APPLICABLE, BE GOVERNED BY SUCH PROVISIONS.

Section 10.06. Non-Business Day Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date or Conversion Date in respect of the Notes.

Section 10.07. Benefits of Indenture Nothing in this Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 10.08. Table of Contents, Headings, Etc. The table of contents and the titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.09. Counterparts This Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 10.10. Trustee The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Section 10.11. Further Instruments and Acts Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Supplemental Indenture.

Section 10.12. Waiver of Jury Trial EACH OF THE COMPANY, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 10.13. Force Majeure In no event shall the Trustee or Conversion Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or other acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software or hardware) services; it being understood that the Trustee and the Conversion Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 10.14. Calculations Except as otherwise provided in this Supplemental Indenture, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the Last Reported Sale Price of Common Stock, accrued interest payable on the Notes and the Conversion Rate and Conversion Price. The Company or its agents shall make all these calculations in good faith and, absent manifest error, such calculations will be final and binding on Holders of the Notes. The Company shall provide a schedule of these calculations to each of the Trustee and the Conversion Agent, and each of the Trustee and Conversion Agent is entitled to rely upon the accuracy of the Company's calculations without independent verification. The Trustee will forward these calculations to any Holder of the Notes upon the request of that Holder.

ARTICLE XI

GUARANTEES

Section 11.01. Guarantee Subject to this Article XI, each of the Guarantors hereby, jointly and severally, unconditionally guarantees on an unsecured, unsubordinated basis, to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Supplemental Indenture or the Base Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, premium, Additional Interest (if any) and Filing Additional Interest (if any) and interest on, the Notes will be promptly paid in full when due, whether at maturity, by acceleration or otherwise, and interest on the overdue principal and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for any whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of this Supplemental Indenture or the Base Indenture, the Notes, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of bankruptcy or insolvency of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations under the Notes guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Five of the Base Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article Five of the Base Indenture, such obligations (whether or not due and payable) will forthwith become due and payable by the Guarantors for purposes of this Guarantee. The Guarantors will have the right to seek contribution from any other Guarantor, or the Company, as the case may be, so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

Section 11.02. Limitation on Guarantor Liability Each Guarantor, and by its acceptance of the Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent transfer, fraudulent conveyance or fraudulent obligation for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor shall be limited to the maximum amount that shall, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contributions from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article XI that are relevant under such laws, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent transfer, fraudulent conveyance or fraudulent obligation.

Section 11.03. Execution and Delivery of Guarantees

(a) To evidence its Guarantee set forth in Section 11.01 hereof, each Guarantor hereby agrees that this Supplemental Indenture shall be executed on behalf of such Guarantor by one of its authorized officers.

(b) Each Guarantor hereby agrees that its Guarantee set forth in Section 11.01 hereof shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee.

(c) If an officer whose signature is on this Supplemental Indenture no longer holds that office at the time the Trustee authenticates the Note, the Guarantee shall be valid nevertheless.

(d) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute delivery of the Guarantee set forth in the Indenture on behalf of the Guarantors.

(e) If required by Section 4.04 hereof, the Company shall cause any Subsidiary that is not a Guarantor to comply with the provisions of Section 4.04 hereof and this Article XI, to the extent applicable.

Section 11.04. Contribution Each Guarantor that makes a payment or distribution under its Guarantee shall be entitled to contribution from any other Guarantor or the Company, as the case may be.

Section 11.05. Releases The Guarantee issued by any Guarantor shall be automatically and unconditionally released and discharged upon:

(a) any sale, exchange or transfer to any Person (other than an Affiliate of the Company) of (i) the Capital Stock of such Guarantor so that such Guarantor is no longer a Subsidiary of the Company or (ii) all or substantially all the assets of such Guarantor;

(b) the release or discharge of the guarantee which resulted in the creation of such Guarantee, except a discharge or release by or as a result of payment under such guarantee; or

(c) the release or discharge of any and all guarantees of all other unsecured indebtedness of the Company provided by such Guarantor to the holders of other unsecured indebtedness (including any deemed release upon payment in full of all obligations under such other unsecured indebtedness); *provided*, *however*, to the extent that any Wholly Owned Domestic Subsidiary of the Company provides a guarantee of any unsecured indebtedness of the Company in the future, such Wholly Owned Domestic Subsidiary shall be required to guarantee the Notes in accordance with Section 4.04 hereof.

Provided, in each case, that such release or discharge shall not become effective until the receipt by the Trustee of an Officers' Certificate stating that all conditions precedent to the release and discharge of the Guarantee have been complied with.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

COMPANY:

MasTec, Inc.

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

GUARANTORS:

Church & Tower, Inc.
MasTec Brazil I, Inc.
MasTec Brazil II, Inc.
MasTec Contracting Company, Inc.
MasTec Latin America, Inc.
MasTec North America, Inc.
MasTec Services Company, Inc.
MasTec Spain, Inc.
MasTec Venezuela, Inc.
Nsoro MasTec International, Inc.

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

Direct Star TV, LLC
GlobeTec Construction, LLC
MasTec North America AC, LLC
MasTec Property Holdings, LLC
MasTec Residential Services, LLC
Nsoro MasTec, LLC
Power Partners MasTec, LLC

By their sole member:
MasTec North America, Inc.,

By: /a/ Alberto de Cardenas
Name: Alberto de Cardenas
Title: Executive Vice President, General Counsel and Secretary

Pumpco, Inc.

By: /a/ Alberto de Cardenas
Name: Alberto de Cardenas
Title: Executive Vice President, General Counsel and Secretary

Three Phase Acquisition Corp.

By: /s/ Pablo Alvarez
Name: Pablo Alvarez
Title: Vice President, Secretary and Treasurer

Wanzek Construction, Inc.

By: /a/ Alberto de Cardenas
Name: Alberto de Cardenas
Title: Secretary

Three Phase Line Construction, Inc.

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Richard Prokosch
Name: Richard Prokosch
Title: Vice President

SCHEDULE A

Stock Price

Effective Date	$11.68	$12.00	$13.00	$14.00	$15.00	$17.50	$20.00	$25.00	$30.00	$40.00	$50.00	$75.00	$100.00	$125.00
November 4, 2009	21.0002	20.4402	18.8679	17.5202	16.3317	12.5486	10.0607	7.0860	5.4162	3.6304	2.6813	1.5050	0.9436	0.6191
December 15, 2010	21.0002	20.4402	18.8679	17.4310	15.2553	11.3782	8.9100	6.0889	4.5871	3.0527	2.2593	1.2790	0.8067	0.5310
December 15, 2011	21.0002	20.4402	18.8679	16.1758	13.8765	9.8910	7.4695	4.8794	3.6081	2.3903	1.7783	1.0180	0.6467	0.4274
December 15, 2012	21.0002	20.4402	17.5776	14.4261	11.9700	7.8890	5.5925	3.4027	2.4687	1.6490	1.2402	0.7189	0.4603	0.3060
December 15, 2013	21.0002	19.9495	15.2623	11.7041	9.0280	4.9536	3.0367	1.6548	1.2198	0.8511	0.6483	0.3792	0.2447	0.1640
December 15, 2014	21.0002	18.7171	12.3069	6.8124	2.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

SCHEDULE B

Church & Tower, Inc.
Direct Star TV, LLC
GlobeTec Construction, LLC
MasTec Brazil I, Inc.
MasTec Brazil II, Inc.
MasTec Contracting Company, Inc.
MasTec Latin America, Inc.
MasTec North America, Inc.
MasTec North America AC, LLC
MasTec Property Holdings, LLC
MasTec Residential Services, LLC.
MasTec Services Company, Inc.
MasTec Spain, Inc.
MasTec Venezuela, Inc.
Nsoro MasTec, LLC
Nsoro MasTec International, Inc.
Power Partners MasTec, LLC
Pumpco, Inc.
Three Phase Line Construction, Inc.
Three Phase Acquisition Corp.
Wanzek Construction, Inc.

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Restricted Note Legend]

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), AND THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO THIS CLAUSE (II) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM THAT ANY SUCH EXEMPTION IS AVAILABLE TO THE HOLDER, (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (IV) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY SUBSEQUENT PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

MasTec, Inc.

4.25% Senior Convertible Notes due 2014

No. _____ $_____

CUSIP No. 576323 AH2 ISIN No. US576323AH26

MasTec, Inc., a Florida corporation (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.], or registered assigns (the "**Depositary**"), the principal sum of [ ] ($[ ]) or such other principal amount as shall be set forth on the Schedule I hereto on December 15, 2014, unless earlier converted or repurchased. The Company's obligations under this Security are fully and unconditionally guaranteed, jointly and severally, by the Guarantors.

This Security shall bear interest at the rate of 4.25% per year from November 10, 2009, or from the most recent date to which interest had been paid or provided. Except as otherwise provided in the Indenture, interest is payable semi-annually in arrears on each June 15 and December 15, commencing June 15, 2010, to Holders of record at the Close of Business on the preceding June 1 and December 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including November 10, 2009, if no interest has been paid hereon) to but excluding such Interest Payment Date. To the extent lawful, payments of principal or interest (including Additional Interest and Filing Additional Interest, if any) on the Securities that are not made when due will accrue interest at the annual rate of 1.0% above the then applicable interest rate borne by the Securities from the required payment date in accordance with the provisions of the Indenture.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York, or elsewhere as provided in the Indenture, 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; *provided*, *however*, that at the option of the Company, payment of interest, may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) wire transfer to an account of the Person entitled thereto located inside the United States; *provided further*, *however*, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $2,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable Record Date. Notwithstanding the foregoing, payment of interest in respect of Securities held in global form shall be made in accordance with procedures required by the Depositary.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to convert this Security into Common Stock on the terms and subject to the

limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

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

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

MASTEC, INC.

By: _____
Name: [ ]
Title: [ ]

Attest

By: _____
Name: [ ]
Title: Secretary

Dated: [ ], 20[ ]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

MasTec, Inc.
4.25% Senior Convertible Notes due 2014

This Security is one of a duly authorized issue of Securities of the Company, designated as its 4.25% Senior Convertible Notes due 2014 (herein called the "**Securities**"), issued under and pursuant to an Indenture dated as of June 5, 2009 (herein called the "**Base Indenture**"), as supplemented by the Second Supplemental Indenture, dated as of November 10, 2009 (as so supplemented, herein called the "**Indenture**"), between the Company, the Guarantors listed in Schedule B to the Supplemental Indenture and U.S. Bank National Association (herein called the "**Trustee**"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantors and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined in this Security shall have the meanings ascribed to them in the Indenture.

The Company's obligations under this Security are fully and unconditionally guaranteed, jointly and severally, by the Guarantors.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; *provided*, *however*, that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Supplemental Indenture and Section 902 of the Base Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the

Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities (except as otherwise provided in the Base Indenture), Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption and will not be entitled to the benefit of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) in accordance with the provisions of the Indenture on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest (including Additional Interest and Filing Additional Interest, if any) to but excluding the Fundamental Change Repurchase Date, except as otherwise provided in the Indenture. The Company shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof at any time following the Company entering into a definitive agreement that, if consummated, would give rise to a Fundamental Change, but in any event not later than the fifth (5th) calendar day after the occurrence of a Fundamental Change.

Subject to and upon compliance with the provisions of the Indenture, the Holder may surrender for conversion all or any portion of this Security that is in an integral multiple of $1,000. Upon conversion, the Holder shall be entitled to receive the consideration specified in the Indenture. No fractional share of Common Stock shall be issued upon conversion of a Security. Instead, the Company shall pay cash in lieu of such fractional share of Common Stock as provided in the Indenture. The initial Conversion Rate shall be 64.6162 shares of Common Stock per $1,000 principal amount of Securities, subject to adjustment in accordance with the provisions of the Indenture. If a Holder converts all or a part of this Security in connection with the occurrence of certain Fundamental Change transactions, the Conversion Rate shall be increased in the manner and to the extent described in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection with any registration of transfer or exchange of Securities (except as otherwise set forth in the Base Indenture).

The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Conversion Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=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 gift to Minors Act).

Schedule I

MasTec, Inc.

4.25% Senior Convertible Notes due 2014

No. _____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

EXHIBIT B

FORM OF CONVERSION NOTICE

To: MasTec, Inc.

The undersigned registered owner of this Security hereby exercises the option to convert this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated into shares of Common Stock in accordance with the terms of the Indenture referred to in this Security, and directs that the shares of Common Stock issuable and deliverable upon such conversion, together with any check in payment for fractional shares of Common Stock, and any Securities representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not converted are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes and duties payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated: _____	
	Signature(s)
Signature Guarantee	

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock is to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares of Common Stock if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)		
(Street Address)		
(City, State and Zip Code)		
Please print name and address		

	Principal amount to be converted (if less than all): $,000
	Social Security or Other Taxpayer Identification Number

EXHIBIT C

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: MasTec, Inc.

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from MasTec, Inc. (the "**Company**") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated: _____	
	Signature(s)
	Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

EXHIBIT D

FORM OF ASSIGNMENT AND TRANSFER

For value received hereby sell(s), assign(s) and transfer(s) unto (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the Notes prior to the Resale Restriction Termination Date of the original issuance of the Notes, the undersigned confirms that such Notes are being transferred:

☐ To MasTec, Inc. or a subsidiary thereof; or

☐ To a "qualified institutional buyer" in compliance with Rule 144A under the Securities Act of 1933, as amended; or

☐ Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended; or

☐ Pursuant to a Registration Statement which has been declared effective under the Securities Act of 1933, as amended, and which continues to be effective at the time of transfer;

and unless the Notes has been transferred to MasTec, Inc. or a subsidiary thereof, the undersigned confirms that such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act of 1933, as amended.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Second Supplemental Indenture among MasTec, Inc., U.S. Bank National Association, as Trustee, and the Guarantors named therein.

Unless one of the boxes is checked, the Trustee shall refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof.

Dated: _____	
Signature(s)	
Signature Guarantee	

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Stock is to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the conversion notice, the option to elect repurchase upon a Fundamental Change, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

EXHIBIT E

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), AND THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO THIS CLAUSE (I) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM THAT ANY SUCH EXEMPTION IS AVAILABLE TO THE HOLDER, (II) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (III) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, IN EACH OF CASES (I) THROUGH (III) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY SUBSEQUENT PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE**.**

Exhibit 10.1

Execution Copy

MasTec, Inc.

Placement Agency Agreement

New York, New York
November 4, 2009

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

MasTec, Inc., a corporation organized under the laws of the State of Florida (the "**Company**"), proposes to issue and sell to certain investors (each an "**Investor**" and collectively, the "**Investors**") up to $100,000,000 aggregate principal amount of its Senior Convertible Notes Due 2014 (the "**Notes**"), which are convertible into shares of the Company's common stock, par value $0.10 per share (the "**Conversion Shares**), to be issued pursuant to the provisions of an indenture dated as of June 5, 2009, as supplemented by a supplemental indenture (as so supplemented, the **"Indenture**") among the Company, the Guarantors (as defined below), and U.S. Bank National Association, as Trustee (the "**Trustee**").

The payment of principal of, premium, if any, and interest on the Notes will be fully and unconditionally guaranteed on a senior unsecured basis, jointly and severally by (i) each of the Company's subsidiaries listed in Schedule I hereto, and (ii) any subsidiary of the Company formed or acquired after the Closing Date (as defined below) that executes an additional guarantee in accordance with the terms of the Indenture, and their respective successors and assigns (collectively, the "**Guarantors**"), pursuant to their guarantees (the "**Guarantees**"). The Notes, the Conversion Shares and the Guarantees are herein collectively referred to as the "**Securities**".

The Securities will be offered and sold to the Investors without being registered under the Securities Act of 1933, as amended (the "**Act**"), in reliance on exemptions therefrom.

In connection with the sale of the Securities, the Company has prepared a preliminary private placement memorandum relating to the Securities and the terms of the offering (the "**Preliminary Memorandum**") and will prepare a final private placement

memorandum relating to the securities and the terms of the offering (the "**Final Memorandum**"; the Preliminary Memorandum and the Final Memorandum each herein being referred to as the "**Memorandum**").

1. Agreement to Act as Placement Agent, Placement of Notes.

(a) Subject to the terms and conditions herein set forth, the Company appoints Morgan Stanley & Co. Incorporated and Barclays Capital Inc. as the Company's exclusive placement agents (in such capacity, the "**Placement Agents**"), on a reasonable best efforts basis, in connection with the issuance and sale by the Company of the Notes to the Investors and each of the Placement Agents severally agrees, subject to the representations, warranties and agreements herein set forth, to so act.

(b) This Agreement is not a commitment, express or implied, on the part of the Placement Agents to commit any capital. Under no circumstances will either Placement Agent be obligated to purchase any Notes for its own account. In soliciting purchases of Notes, the Placement Agents shall act solely as the Company's agents and not as principal and therefore the Placement Agents shall have no authority to bind the Company. Each Placement Agent may retain other brokers or dealers to act as sub-agents on its behalf in connection with the offering and sale of the Notes.

(c) The purchases of the Notes by the Investors shall be evidenced by the execution of securities purchase agreements substantially in the form of Exhibit A (the "**Purchase Agreements**").

(d) Concurrently with the execution and delivery of this Agreement, the Company and U.S. Bank National Association, as escrow agent ("**Escrow Agent**"), shall enter into an Escrow Agreement (the "**Escrow Agreement**"), pursuant to which an escrow account will be established, at the Company's expense, for the benefit of the Company and the Investors (the "**Escrow Account**"). Prior to the Closing Date, each Investor will deposit in the Escrow Account the full amount of the purchase price for the Notes being purchased by such Investor (the "**Escrow Funds**").

(e) As compensation for services rendered prior to and as of the Closing Date, the Company shall pay on the Closing Date to the Placement Agents aggregate placement fees equal to 3.50% of the gross proceeds received by the Company on the Closing Date from the sale of the Notes (the "**Placement Fees**"), such Placement Fees to be divided equally among the Placement Agents. The Placement Fees shall be payable by Federal Funds wire transfer to an account or accounts designated by the applicable Placement Agent on the Closing Date.

(f) No Notes that the Company has agreed to sell pursuant to this Agreement or the Purchase Agreements shall be deemed to have been purchased and paid for, or sold by the Company, until such Notes shall have been delivered to the Investor thereof against payment by such Investor. If the Company shall default in its obligations to deliver Notes to an Investor whose offer it has accepted, and from which it has received payment for such Notes, the Company agrees to indemnify and hold harmless the

Placement Agent Entities (as defined herein) against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject which arise out of or are based upon such default of the Company.

(g) The Company acknowledges and agrees that each Placement Agent has been retained to act solely as placement agent to the Company, and not in any capacity for any other person, and the Company's engagement of each Placement Agent is not intended to confer rights upon any person (including shareholders, employees or creditors of the Company) not a party hereto as against either Placement Agent or its affiliates, or their respective directors, officers, employees or agents, successors, or assigns. Each Placement Agent shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to the Company.

2. Representations and Warranties of the Company and the Guarantors. The Company and each Guarantor, jointly and severally, as of the date hereof and as of the Closing Date (as defined below), represents and warrants to and agrees with each of the Placement Agents that:

(a) The Notes will satisfy, as of the date of the Final Memorandum, the eligibility requirements of Rule 144A(d)(3) under the Act.

(b) Assuming the accuracy of the representations and warranties made by the Investors contained in the Purchase Agreements and the representations and warranties made by the Placement Agents contained in Section 3 of this Agreement, the issuance and sale to the Investors of the Notes in the manner contemplated by the Purchase Agreements and this Agreement are exempt from the registration requirements of the Act. No form of general solicitation or general advertising within the meaning of Regulation D (including, but not limited to, advertisements, 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) was used by the Company or any of its representatives (other than you, as to whom the Company makes no representation) in connection with the offer and sale of the Notes.

(c) The Preliminary Memorandum has been, and the Final Memorandum will be, prepared by the Company for use in connection with the sale of the Notes in the manner contemplated by this Agreement and the Purchase Agreements. No order or decree preventing the use of the Preliminary Memorandum or the Final Memorandum, or any order asserting that the transactions contemplated by this Agreement are subject to the registration requirements of the Act, has been, or will have been, issued and no proceeding for that purpose has commenced or is pending or, to the knowledge of the Company, is contemplated.

(d) The documents incorporated or deemed to be incorporated by reference in the Preliminary Memorandum or the Final Memorandum, at the time they were or hereafter are filed with the Securities and Exchange Commission (the "**Commission**"),

complied and will comply in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations of the Commission thereunder (the "**Exchange Act Regulations**"), and, when read together with the other information in the Preliminary Memorandum or the Final Memorandum at its date and at the Closing Date, did not and will not contain an untrue statement of a material fact or omit to state a 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.

(e) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Final Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(f) Each "significant subsidiary" as such term is defined in Item 1-02 of Regulation S-X promulgated by the Commission (each a "**Significant Subsidiary**") of the Company is listed on Schedule II hereto. Each Significant Subsidiary of the Company has been duly incorporated or organized, is validly existing as a corporation or limited liability company in good standing under the laws of the respective jurisdiction of incorporation or organization, has the corporate or limited liability company power and authority to own its respective property and to conduct its respective businesses as described in the Final Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its respective businesses or ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except as set forth in the Final Memorandum.

(g) Each Guarantor has been duly incorporated or organized, is validly existing as a corporation or limited liability company in good standing under the laws of the respective jurisdiction of incorporation or organization, has the corporate or limited liability company power and authority to own its respective property and to conduct its respective businesses as described in the Final Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its respective businesses or ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims except as set forth in the Final Memorandum.

(h) This Agreement has been duly authorized, executed and delivered by the Company.

(i) The Notes to be offered are in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to the Purchase Agreements and the Indenture and, at the Closing Date, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding agreements of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity) and will be entitled to the benefits of the Indenture. The Guarantees are in the respective forms contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to the Indenture by the respective Guarantor and, at the Closing Date, will have been duly executed by each of the Guarantors and, when the Notes have been authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefore, will constitute valid and binding agreements of the Guarantors, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity) and will be entitled to the benefits of the Indenture.

(j) The Conversion Shares have been duly authorized and reserved and, when issued upon conversion of the Notes in accordance with the terms of the Notes, will be validly issued, fully paid and non-assessable, and the issuance of the Conversion Shares will not be subject to any preemptive or similar rights.

(k) The Indenture has been duly authorized by the Company and the Guarantors and, at the Closing Date, will have been duly executed and delivered by the Company and the Guarantors and will constitute a valid and binding agreement of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

(l) The statements in the Preliminary Memorandum and the Final Memorandum under the headings “Description of Notes”, “Description of Common Stock” and “United States Federal Income Tax Considerations” fairly summarize the matters therein described.

(m) The execution and delivery by the Company and the Guarantors of, and the performance by the Company and the Guarantors of their respective obligations under, this Agreement, the Indenture, the Securities and any other agreement or instrument entered into or issued or to be entered into by the Company and the Guarantors in connection with the transactions contemplated hereby or thereby (including the issuance of the Conversion Shares) will not contravene any provision of applicable law or the certificate of incorporation or by-laws of the Company or the Guarantors or any agreement or other instrument binding upon the Company or any of its subsidiaries or the Guarantors that is material to the Company and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any Guarantor, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company or the Guarantors of their respective obligations under this Agreement, the Indenture, the Securities and any other agreement or instrument entered into or issued or to be entered into by the Company or the Guarantors in connection with the transactions contemplated hereby or thereby (including the issuance of the Conversion Shares) except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

(n) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Final Memorandum.

(o) There are no legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject other than proceedings accurately described in all material respects in the Final Memorandum and proceedings that would not have a material adverse effect on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by the Final Memorandum.

(p) There are no business relationships or related-party transactions involving the Company or any subsidiary of the Company or any other person that are required to be described in the documents incorporated by reference in the Final Memorandum pursuant to Item 404 of Regulation S-K which have not been described as required.

(q) The Company is not, and after giving effect to the offering and sale of the Notes and the application of the proceeds thereof as described in the Preliminary Memorandum and the Final Memorandum will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

(r) Except as disclosed in the Final Memorandum, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company.

(s) Except as disclosed in the Company's public filings with the Commission on Form 10-K, Form 10-Q and Form 8-K, including any amendments thereto (collectively, the "**Exchange Act Filings**") and as contemplated by the transactions contemplated by this Agreement, there are not currently, and will not be as a result of the offering of the Notes, any outstanding subscriptions, rights, warrants, calls, commitments of sales or options to acquire, or instruments convertible into or exchangeable for, any capital stock or equity interest of the Company or any of its subsidiaries.

(t) Except as disclosed in Company's Exchange Act Filings, neither the Company nor any of its subsidiaries (i) is in violation of its charter, by laws or applicable organizational documents, (ii) is in default in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, condition or other obligation contained in any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (iii) is in violation in any material respect of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject or has failed to obtain or maintain any material license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business.

(u) Neither the Company nor any of its subsidiaries or affiliates, nor any director, officer, or employee, nor, to the Company's knowledge, any agent or representative of the Company or of any of its subsidiaries or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and the Company and its subsidiaries and affiliates have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

(v) The Company and its subsidiaries own or possess, or can acquire on reasonable terms, all material 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 currently employed by them in connection with the business now operated by them, 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 the foregoing which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(w) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; neither the Company nor any of its subsidiaries has been refused any insurance coverage sought or applied for, and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a material adverse effect on the Company and its subsidiaries, taken as a whole, except as described in the Final Memorandum.

(x) The Company and its subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a material adverse effect on the Company and its subsidiaries, taken as a whole, except as described in the Final Memorandum.

(y) Prior to the date hereof, neither the Company nor any of its affiliates nor any person acting on its or their behalf has taken any action that is designed to or that has constituted or that might have been expected to cause or result in stabilization or manipulation of the price of any security of the Company in connection with the offering of the Notes.

(z) The Company is subject to Section 13 or 15(d) of the Exchange Act and files reports with the Commission on the EDGAR System. The common stock of the Company is registered pursuant to Section 12(g) of the Exchange Act and the outstanding shares of common stock are listed on the New York Stock Exchange.

(aa) Except as described in the Final Memorandum, the Company has not sold, issued or distributed any shares of its common stock during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act, other than shares issued pursuant to employee benefit plans, qualified stock option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

3. Representations and Warranties of the Placement Agents. Each Placement Agent, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below in this Section 3.

(a) It has all requisite corporate power and authority to enter into this Agreement.

(b) It has not and will not solicit offers for the Notes by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Act) or in any manner involving a public offering within the meaning of Section 4(2)

of the Act; and it has and will solicit offers for the Notes only from persons whom it reasonably believes to be both "**institutional accredited investors**" within the meaning of Rule 501(a)(1), (2), (3) and (7) of Regulation D promulgated under the Act and qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A under the Act or, if any such person is buying for one or more institutional accounts for which such person is acting as fiduciary or agent, only when such person has represented to it that each such account is a QIB and to whom notice has been given that such sale or delivery is being made in reliance on Section 4(2) of the Act.

4. The Closing. The time and date of closing and delivery of the documents required to be delivered to the Placement Agents pursuant to Section 6 hereof shall be at 10:00 A.M., New York time on November 10, 2009 (the "**Closing Date**") at the offices of Greenberg Traurig, P.A., 1221 Brickell Avenue, Miami, Florida 33131. At the closing, the Escrow Agent will (i) disburse the Escrow Funds from the Escrow Account to the Company as provided in the Escrow Agreement and (ii) deliver the Notes to the Investors, which delivery may be made through the facilities of The Depository Trust Company.

5. Agreements. The Company and each Guarantor, jointly and severally, agrees with each Placement Agent that:

(a) Prior to the completion of the distribution of the Notes by the Company, before making or distributing any amendment or supplement to the Final Memorandum, the Company will furnish to each Placement Agent a copy of any proposed amendment or supplement to the Final Memorandum for review and not to distribute any such proposed amendment or supplement to which either Placement Agent reasonably objects within a reasonable period of time after having been furnished such proposed amendment or supplement.

(b) The Company will cooperate with the Placement Agents in arranging for the qualification of the Notes for offering and sale under the securities or "Blue Sky" laws of such jurisdictions as the Placement Agents may reasonably have designated in writing and will continue such qualifications in effect for as long as may be necessary to complete the sale of the Notes; *provided, however,* that in connection therewith, the Company shall not be required to qualify as a foreign corporation or to execute a general consent to service of process in any jurisdiction or subject itself to taxation in excess of a nominal dollar amount in any such jurisdiction where it is not then so subject.

(c) The Company will provide to each Placement Agent and to counsel for the Placement Agents, without charge, prior to the date on which the Notes shall have been sold by the Company, as many copies of the Preliminary Memorandum and the Final Memorandum or any amendment or supplement thereto as each Placement Agent may request.

(d) The Company will apply the net proceeds from the sale of the Notes as set forth under "Use of Proceeds" in the Final Memorandum.

(e) If not otherwise available on EDGAR, so long as any of the Notes are outstanding, the Company will furnish to each Placement Agent (i) as soon as available, a copy of each report of the Company mailed to stockholders generally and (ii) from time to time such other information concerning the Company as the Placement Agents may reasonably request.

(f) None of the Company or any of its "affiliates" (as defined in Rule 144 under the Act) will sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any "security" (as defined in the Act) that could be integrated with the sale of the Notes in a manner that would require the registration under the Act of the Notes.

(g) The Company will not, and will not permit any of its affiliates to, engage in any form of general solicitation or general advertising (as those terms are used in Regulation D under the Act) in connection with the offering of the Notes or in any manner involving a public offering within the meaning of Section 4(2) of the Act.

(h) For so long as any of the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Act, the Company will make available at its expense, upon request, to any holder of such Notes and any prospective purchasers thereof the information specified in Rule 144A(d)(4) under the Act, unless the Company is then subject to Section 13 or 15(d) of the Exchange Act.

(i) The Company will use all commercially reasonable efforts to permit the Notes to be eligible for clearance and settlement through The Depository Trust Company.

(j) The Company shall reserve and keep available at all times, free of preemptive rights, shares of its common stock for the purpose of enabling the Company to satisfy any obligations to issue the Conversion Shares.

(k) The Company shall not invest or otherwise use the proceeds received by the Company from its sale of the Notes in such a manner as would require the Company or any of its subsidiaries to register as an investment company under the Investment Company Act of 1940, as amended.

(l) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes.

(m) None of the Company or any of its "affiliates" (as defined in Rule 144(a) under the Act) will sell any Notes acquired from the Company or any of its affiliates, unless such sale is registered under the Act or otherwise in compliance with applicable securities laws (including the provisions of Rule 144 under the Act).

(n) The Company shall engage and maintain, at its expense, a registrar and transfer agent for the Conversion Shares.

(o) The Company shall, promptly after the date hereof, file a Form D pursuant to Rule 503 under the Act.

(p) Without the prior written consent of the Placement Agents, the Company will not, during the period ending 90 days after the date of the Final Memorandum, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of its common stock or any securities convertible into or exercisable or exchangeable for such common stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such common stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of such common stock or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any shares of its common stock or any securities convertible into or exercisable or exchangeable for such common stock, other than a registration statement on Form S-8 relating to the issuance by the Company of stock options or restricted stock grants pursuant to employee plans in existence on the date hereof; *provided* that the restrictions contained in this paragraph shall not apply to (A) the Notes to be sold hereunder, (B) the issuance by the Company of shares of its common stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Placement Agents have been advised in writing, (C) the issuance by the Company of stock options or restricted stock grants pursuant to employee plans in existence on the date hereof, (D) the filing of a registration statement with the Commission relating to the resale of certain shares of common stock that may be issued from time to time in connection with certain "earn-out" provisions related to certain of the Company's previous acquisitions and (E) the issuance and registration for resale by the Company of up to 2,000,000 shares of its common stock as consideration for potential acquisitions.

6. Conditions to the Obligations of the Placement Agents. The several obligations of the Placement Agents hereunder and the closing of the sale of the Notes pursuant to the Purchase Agreements shall be subject to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Placement Agents shall have received the opinion, dated the Closing Date and addressed to the Placement Agents, of Greenberg Traurig, P.A., counsel for the Company, substantially in the form set forth in Exhibit C to this Agreement.

(b) The Placement Agents shall have received the opinion, dated the Closing Date and addressed to the Placement Agents, of Albert de Cardenas, Executive Vice President and General Counsel of the Company, substantially in the form set forth in Exhibit D to this Agreement.

(c) The Placement Agents shall have received an opinion, dated the Closing Date and addressed to the Placement Agents, of Albert de Cardenas, Executive Vice President and General Counsel of the Company, with respect to Direct Star TV, LLC, Power Partners MasTec, LLC, Three Phase Line Construction, Inc., Three Phase Acquisition Corp., and Wanzek Construction, Inc. substantially in the form set forth in Exhibit E to this Agreement.

(d) The Placement Agents shall have received the satisfactory opinion, dated as of the Closing Date and addressed to the Placement Agents, of Shearman & Sterling LLP, counsel for the Placement Agents.

(e) The Placement Agents shall have received from each Investor an executed Purchase Agreement each substantially in the form set forth in Exhibit A to this Agreement.

(f) The "Lock-up" agreements, each substantially in the form of Exhibit B hereto, between the Placement Agents and certain shareholders, officers and directors of the Company as listed in Schedule III hereto relating to sales and certain other dispositions of the Company's common stock or certain other securities, delivered to the Placement Agents on or before the date hereof, shall be in full force and effect on the Closing Date.

(g) The representations and warranties of the Company and the Guarantors contained in this Agreement shall be true and correct on and as of the date hereof and on and as of the Closing Date as if made on and as of the Closing Date; the statements of the Company's officers made pursuant to any certificate delivered in accordance with the provisions hereof shall be true and correct on and as of the date made and on and as of the Closing Date; the Company shall have performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and subsequent to the date of the most recent Exchange Act Filing of the Company, there shall have been no event or development, and no information shall have become known, that, individually or in the aggregate, has or would be reasonably likely to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(h) The sale of the Notes hereunder shall not be enjoined (temporarily or permanently) on the Closing Date.

(i) The Placement Agents shall have received a certificate of the Company, dated the Closing Date, signed on behalf of the Company by its Chief Executive Officer and Chief Financial Officer, to the effect that

(1) the representations and warranties of the Company contained in this Agreement are true and correct on and as of the date hereof and on and as of the Closing Date, and the Company has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date;

(2) at the Closing Date, since the date hereof no event or development has occurred, and no information has become known, that, individually or in the aggregate, has or would be reasonably likely to have a material adverse effect on the Company and its subsidiaries, taken as a whole; and

(3) the sale of the Notes hereunder has not been enjoined (temporarily or permanently).

(j) The Conversion Shares shall have been duly listed, subject to notice of issuance, on the New York Stock Exchange and satisfactory evidence of such actions shall have been provided to the Placement Agents.

On or before the Closing Date, the Placement Agents and counsel for the Placement Agents shall have received such further documents, opinions, certificates, letters and schedules or instruments relating to the business, corporate, legal and financial affairs of the Company and its subsidiaries as they shall have heretofore reasonably requested from the Company.

All such documents, opinions, certificates, letters, schedules or instruments delivered pursuant to this Agreement will comply with the provisions hereof only if they are reasonably satisfactory in all material respects to the Placement Agents and counsel for the Placement Agents. The Company shall furnish to the Placement Agents such conformed copies of such documents, opinions, certificates, letters, schedules and instruments in such quantities as the Placement Agents shall reasonably request.

7. Payment of Company's Expenses and Reimbursement of Placement Agents' Expenses. The Company agrees to pay all costs and expenses incident to the performance of its and the Guarantors' obligations under this Agreement, whether or not the transactions contemplated herein are consummated or this Agreement is terminated pursuant to Section 9 hereof, including all costs and expenses incident to (i) the printing, word processing or other production of documents with respect to the transactions contemplated hereby, including any costs of printing the Preliminary Memorandum and the Final Memorandum and any amendment or supplement thereto, and any "Blue Sky" memoranda, (ii) all arrangements relating to the delivery to the Placement Agents and the Investors of copies of the foregoing documents, (iii) the fees and disbursements of the counsel, the accountants and any other experts or advisors retained by the Company, (iv) preparation (including printing), issuance and delivery to the Investors of the Notes, (v) the qualification of the Notes under state securities and "Blue Sky" laws, including filing fees and reasonably incurred fees and disbursements of counsel for the Placement Agents relating thereto (up to a maximum of $5,000), (vi) expenses in connection with any meetings with prospective investors in the Notes (including, without limitation, the costs and expenses of the Company relating to investor presentations undertaken in connection with the offering), (vii) fees and expenses of the Trustee and any transfer agent, registrar or depositary, including fees and expenses of counsel, (viii) costs and expenses incident to listing the Conversion Shares on The New York Stock Exchange, and (ix) fees and expenses of the Escrow. It is understood that the Placement Agents will pay all of their costs and expenses, including fees and disbursements of their counsel. If the sale of the Notes provided for herein is not consummated because any condition to the obligations of the Placement Agents set forth in Section 6 hereof is not satisfied, because this Agreement is terminated or because of any failure, refusal or inability on the part of the Company to perform all obligations and satisfy all conditions on its part to be performed or satisfied hereunder (other than solely by reason of a default by the Placement Agents of their obligations hereunder after all conditions hereunder have been satisfied in accordance herewith), the Company agrees to promptly reimburse the Placement Agents upon demand for all out-of-pocket expenses (including fees, disbursements and charges of Shearman & Sterling LLP, counsel for the Placement Agents) that shall have been incurred by the Placement Agents in connection with the proposed purchase and sale of the Notes.

8. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Placement Agent, the directors, officers, employees and selling agents of each Placement Agent and each person who controls the Placement Agent within the meaning of either the Act or the Exchange Act ("**Placement Agent Entities**"), against any and all losses, claims, damages or liabilities, joint or several, to which any such Placement Agent Entity may become subject arising out of or in connection with the transactions contemplated by this Agreement, or any claim, litigation, investigation or proceedings relating to the foregoing ("**Proceedings**"), regardless of whether any of such Placement Agent Entities is a party thereto, to which they or any of them may become subject under the Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise (including, without limitation, any legal or other expenses reasonably incurred by them in connection with investigating, defending, settling, or paying any such loss, claim, damage, liability or action), insofar as such losses, claims, damages or liabilities (or actions in respect thereof): (i) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Memorandum or the Final Memorandum, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) otherwise arise out of or are based upon the offering and sale of Notes and/or any action of the Placement Agents in connection therewith, and will reimburse, as incurred, the Placement Agents and each Placement Agent Entity for any reasonably incurred legal or other expenses as incurred by the Placement Agent or Placement Agent Entities in connection with investigating, defending against or appearing as a third-party witness in connection with any such loss, claim, damage, liability or action, provided, however, in the case of clause (ii) that the Company will not be liable with respect to a Placement Agent to the extent that such loss, claim, damage or liability results from the gross negligence or willful misconduct of such Placement Agent. This indemnity agreement will be in addition to any liability that the Company may otherwise have.

(b) If for any reason the foregoing indemnification is unavailable to any Placement Agent Entity or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Placement Agent Entity as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and such Placement Agent Entity on the other hand but also the relative fault of the Company and such Placement Agent Entity, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Company on the one hand and all Placement Agent Entities on the other hand shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Company pursuant to any sale of the Notes (whether or not consummated) bears to (ii) the fee paid or proposed to be paid to each Placement Agent in connection with such sale. The indemnity, reimbursement and contribution obligations of the Company under this Section 8 shall be in addition to any liability

that the Company may otherwise have to a Placement Agent Entity and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and any Placement Agent Entity.

(c) Promptly after receipt by a Placement Agent Entity of notice of the commencement of any Proceedings, such Placement Agent Entity will, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the Company in writing of the commencement thereof; provided that the omission to so notify the Company (i) will not relieve it from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) will not relieve the Company from any liability that it may have to a Placement Agent Entity otherwise than on account of this Section 8. In any case such Proceedings are brought against any Placement Agent Entity, and it notifies the Company of the commencement thereof, the Company will be entitled to participate therein and, to the extent that it may elect by written notice delivered to the Placement Agent Entity, to assume the defense thereof, with counsel reasonably satisfactory to such Placement Agent Entity; provided that if the defendants in any such Proceedings include both a Placement Agent Entity and the Company and the Placement Agent Entity shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Company, the Placement Agent Entity shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Placement Agent Entity. Upon receipt of notice from the Company to such Placement Agent Entity of its election so to assume the defense of such Proceedings and approval by the Placement Agent Entity of counsel, the Company will not be liable to such Placement Agent Entity for expenses incurred by the Placement Agent Entity in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Placement Agent Entity shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Company shall not be liable for the expenses of more than one separate counsel (in addition to local counsel) in any one action or separate but substantially similar actions in the same jurisdiction arising out of the same general allegations or circumstances, designated by the Placement Agent Entity in the case of paragraph (a) of this Section 8, representing any such Placement Agent Entity under such paragraph (a) that is a party to such Proceeding) or (ii) the Company has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party. All fees and expenses reimbursed pursuant to this paragraph (c) shall be reimbursed as they are incurred. After such notice from the Company to such Placement Agent Entity, the Company will not be liable for the costs and expenses of any settlement of such action effected by such Placement Agent Entity without the prior written consent of the Company (which consent shall not be unreasonably withheld), unless the Company waived in writing its rights under this Section 8, in which case the Placement Agent Entity may effect such a settlement without such consent. The Company shall not, without the prior written consent of any Placement Agent Entity, effect any settlement or compromise of any pending or threatened Proceeding in respect of which that Placement Agent Entity is or could have been a party, or indemnity could have been sought hereunder by any Placement Agent Entity, unless such settlement (A) includes an

unconditional written release of the Placement Agent Entity, in form and substance reasonably satisfactory to the Placement Agent Entity, from all liability on claims that are the subject matter of such Proceeding and (B) does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(d) The Company agrees that no Placement Agent Entity shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with or as a result of either Placement Agent's engagement under this Agreement or any matter referred to in this Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a final, binding and non-appealable judgment that any losses, claims, damages, liabilities or expenses incurred by the Company resulted from the gross negligence or willful misconduct of such Placement Agent in performing the services that are the subject of this Agreement.

9. Termination. The Placement Agents may terminate this Agreement by notice given to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case maybe, any of The New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading in any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities, (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Notes on the terms and in the manner contemplated in the Final Memorandum.

Termination of this Agreement pursuant to this Section 9 shall be without liability of any party to any other party except as provided in Section 8 hereof.

10. Survival of Agreements, Representations, Warranties and Indemnities. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Placement Agents set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Placement Agents or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Notes. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Placement Agents, will be mailed, delivered or telefaxed to (i) Morgan Stanley & Co. Incorporated, 1585 Broadway, New York, New York 10036, Attention: Kalli Cockinos (fax no.: 212-761-5474; Email: kalli.cockinos@morganstanley.com), and (ii) Barclays Capital Inc., 745 Seventh Avenue, New York, NY 10019, Attention: Troy Wagner (fax no.: 212-526-1535; Email: troy.wagner@barcap.com), with a copy to Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, Attention: Danielle Carbone.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, selling agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder, except that the indemnities of the Company contained in Section 8 of this Agreement shall also be for the benefit of any person or persons who control the Placement Agents within the meaning of Section 15 of the Act or Section 20 of the Exchange Act. It is understood that each Placement Agent's responsibility to the Company is solely contractual in nature and such Placement Agent does not owe the Company, or any other party, any fiduciary duty as a result of this Agreement.

13. Applicable Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WITHIN THE STATE OF NEW YORK. The Company and each Placement Agent hereby agrees that the Federal and New York State Courts located in New York County, New York shall have exclusive jurisdiction with respect to any matter arising out of this Agreement and submits to the jurisdiction of such courts with respect thereto. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and each Placement Agent waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) in any way arising out of or relating to this Agreement.

14. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

15. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

16. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

[Signature Pages Follow]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the Placement Agents.

Very truly yours,

MasTec, Inc.

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

The foregoing Placement Agency Agreement is
hereby confirmed and accepted
as of the date first above written.

Morgan Stanley & Co. Incorporated

By: /s/ Kent Hitchcock
Name: Kent Hitchcock
Title: Managing Director

The foregoing Placement Agency Agreement is
hereby confirmed and accepted
as of the date first above written.

Barclays Capital Inc.

By: /s/ Joseph Castle
Name: Joseph Castle
Title:

Exhibit 10.2

EXECUTION VERSION

Note Purchase Agreement

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

Ladies and Gentlemen:

Each of the undersigned (each, an "**Investor**") hereby confirms its agreement with you as follows:

1. This Note Purchase Agreement (the "**Agreement**") is made as of November 5, 2009 between MasTec, Inc., a Florida corporation (the "**Company**"), and the Investor listed on the signature pages hereto.

2. The Company is proposing to issue and sell to certain investors (the "**Offering**") up to $100,000,000 aggregate principal amount of its senior convertible notes due 2014 (the "**Notes**"), which are convertible into shares of the Company's common stock, par value $0.10 per share (the "**Conversion Shares**" and, together with the Notes, the "**Securities**"). The Company reserves the right to increase or decrease this amount. The Securities are being offered to persons who are both institutional accredited investors within the meaning of Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and Qualified Institutional Buyers, or QIBs, as defined in Rule 144A under the Securities Act, pursuant to a private placement exemption from registration under the Securities Act.

3. The Securities shall have the terms described in the private placement memorandum dated November 3, 2009, relating to the offering of the Securities (as may be supplemented or updated on or prior to Closing, the "**Private Placement Memorandum**"), except that the interest rate and conversion ratio for the Notes shall be separately communicated orally or in writing by the Company or the Placement Agents (as defined below) to the Investor. The Investor's agreement to purchase the Securities shall be subject to its oral acceptance of such interest rate and conversion ratio.

4. The Company and the Investor agree that, upon the terms and subject to the conditions set forth herein, the Investor will purchase from the Company and the Company will issue and sell to the Investor up to the aggregate principal amount of Notes set forth below on the Investor's signature page for the aggregate purchase price set forth below on such Investor's signature page*; provided* that if the Company sells and the Investor buys an aggregate principal amount of Notes less than the number set forth below, the aggregate purchase price of such Notes will be reduced proportionately. The Notes shall be purchased pursuant to the Terms and Conditions for Purchase of Notes attached hereto as Annex A and incorporated herein by reference as if fully set forth herein. The Notes purchased by the Investor will be delivered by electronic book-entry through the facilities of The Depository Trust Company ("**DTC**"), to an account specified by the Investor set forth below and will be released by U.S. Bank National Association (the "**Trustee**"), at the written request of the Company, to such Investor at the Closing (as defined below).

[Signature Pages to Follow]

Aggregate Principal Amount of Notes the Investor Agrees to Purchase: $ _____

Aggregate Purchase Price of such Notes: $ _____

Please confirm that the foregoing correctly sets forth the agreement between us by signing in the space provided below for that purpose.

AGREED AND ACCEPTED:

MASTEC, INC.,
a Florida corporation

By: _____
Name:
Title:

Name of Investor: _____

By: _____
Print Name: _____
Title: _____
Address: _____

_____

Tax ID No.: _____
Contact Name: _____
Telephone: _____
Email Address: _____

Wire instructions to wire funds to the Investor, in the event the Escrow Agent is required to return the funds of the Investor held in escrow.

_____

_____

_____

Name in which electronic book-entry should be made (if different):

_____

DTC Account: _____

If you are a Registered Investment Company, as defined in Annex A to this Agreement, please provide information relating to your Custodial Agent.

Name of Custodial Agent: _____

_____

Address: _____

_____

Tax ID No.: _____

Contact Name: _____

Telephone: _____

Email Address: _____

Wire instructions to wire funds to the Custodial Agent, in the event the Escrow Agent is required to return the funds of the Investor held in escrow.

_____

_____

_____

Name in which electronic book-entry should be made (if different):

_____

DTC Account: _____

INSTRUCTION SHEET FOR INVESTOR

(to be read in conjunction with the entire Note Purchase Agreement)

Complete the following items in the Note Purchase Agreement:

1. Provide the information regarding the Investor requested on pages 1 and 2. The Agreement must be executed by an individual authorized to bind the Investor.

2. If the Investor is purchasing Notes for more than one investor account, it may either (i) complete a separate Note Purchase Agreement for each such account, in which case a separate wire transfer (or other acceptable forms of payment) must be made by or on behalf of such account for the Notes it will purchase and a separate delivery of Notes will be made to each account, or (ii) complete a single Note Purchase Agreement for all such accounts, in which case only one wire transfer (or other acceptable forms of payment) need be made for the Notes to be purchased for all such accounts, but all such Notes will be delivered to a single account specified by the Investor.

3. Return the signed Note Purchase Agreement to:

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York, 10036
Attention: Kalli Cockinos
Tel: 212-761-5474
Fax: 212-404-9828
Email: kalli.cockinos@morganstanley.com

Or:

Barclays Capital Inc.
745 Seventh Avenue
New York, New York, 10017
Attention: Troy Wagner
Tel: 212-526-1535
Fax: 646-758-3157
Email: troy.wagner@barcap.com

4. **Please note that all wire transfers must be sent to the account specified in Section 3.4 below.**

An executed original Note Purchase Agreement or a facsimile transmission (or other electronic transmission) thereof must be received by 8:00 A.M. New York time on November 5, 2009. Investors who send a facsimile transmission (or other electronic transmission) prior to such deadline must also submit an original via courier as soon thereafter as practicable.

ANNEX A TO THE NOTE PURCHASE AGREEMENT

TERMS AND CONDITIONS FOR PURCHASE OF NOTES

1. Authorization and Sale of Notes. The Company is proposing to sell up to $100,000,000 aggregate principal amount of the Notes. The Company reserves the right to increase or decrease this amount.

2. Agreement to Sell and Purchase the Notes; Placement Agents.

2.1. Upon the terms and subject to the conditions hereinafter set forth, at the Closing (as defined in Section 3), the Company will sell to the Investor, and the Investor will purchase from the Company, up to the aggregate principal amount of Notes set forth on such Investor's signature page hereto at the purchase price set forth on such signature page; *provided* that, if the Company sells and the Investor buys an amount of Notes less than the aggregate principal amount set forth on the Investor's signature page hereto, the aggregate purchase price of such Notes will be reduced proportionately.

2.2. The Company intends to enter into agreements similar to this Agreement with certain other investors (the "**Other Investors**") and expects to complete sales of Notes to them. (The Investor and the Other Investors are hereinafter sometimes collectively referred to as the "**Investors**", and this Agreement and the note purchase agreements executed by the Other Investors are hereinafter sometimes collectively referred to as the "**Agreements**".)

2.3 The Investor acknowledges that the Company intends to pay Morgan Stanley & Co. Incorporated and Barclays Capital Inc. (the "**Placement Agents**") a fee in respect of the sale of Notes to the Investors.

3. Closings and Delivery of Notes and Funds.

3.1 The completion of the purchase and sale of the Notes (the "**Closing**") shall occur on November 10, 2009 (the "**Closing Date**"), at the offices of the Company's counsel. At the Closing, (i) the Company shall cause the Trustee to deliver to the Investor the Accepted Notes (as defined below) to the DTC account specified by such Investor, and (ii) the aggregate purchase price for the Accepted Notes (as defined below) shall be delivered by or on behalf of the Investor to the Company.

3.2 If the Company receives commitments from Investors to purchase at least $75,000,000 aggregate principal amount of Notes at the price specified in the Private Placement Memorandum, but at the Closing the Company has received less than $75,000,000 from such Investors in settlement of their commitments, the Company shall have the right (but not the obligation) in its sole discretion to terminate this Agreement and the offering. If the Company accepts an Investor's offer to

buy Notes in whole or in part, the Placement Agents shall notify the Investor at the telephone number provided on such Investor's signature page hereto of the interest rate and conversion ratio for the Notes and the principal amount of Notes (the "**Accepted Notes**") that the Company shall sell to such Investor and such Investor shall buy, subject to its acceptance of such interest rate and conversion ratio. Payment by an Investor for the Accepted Notes shall be made by wire transfer of immediately available funds to the Escrow Agent, unless the Investor is a registered investment company (a "**Registered Investment Company**") under the Investment Company Act of 1940, as amended. If U.S. Bank National Association, as the Company's escrow agent (the "**Escrow Agent**"), determines that the conditions to the Closing (including that at least $75,000,000 have been received from Investors in settlement of their commitments) are met, it shall deliver the Investor's payment to the Company, and the Company shall instruct the Trustee to release the corresponding Accepted Notes to the DTC account specified in the Investor's signature page hereto. If such conditions to the Closing are not satisfied, the Escrow Agent shall return the Investor's funds to it, without interest.

3.3 The Company's obligation to issue and sell Accepted Notes to any Investor shall be subject to the following conditions, any one or more of which may be waived by the Company: (a) completion of the purchases and sales of $75,000,000 aggregate principal amount of Notes under the Agreements with the Investors and (b) the accuracy of the representations and warranties made by the Investors and the fulfillment of those undertakings of the Investors to be fulfilled prior to the Closing. The Investor's obligation to purchase the Accepted Notes shall be subject to the condition that the Placement Agents shall not have terminated the Placement Agency Agreement dated November 4, 2009, between the Company and the Placement Agents (the "**Placement Agency Agreement**"), pursuant to the terms thereof.

3.4 The Investor shall remit by wire transfer the amount of funds equal to the aggregate purchase price for the Accepted Notes being purchased by such Investor to the following account designated by the Company pursuant to the terms of that certain Escrow Agreement (the "**Escrow Agreement**") relating to the offering of the Securities, by and between the Company and the Escrow Agent:

Bank Name:	U.S. Bank National Association
ABA No.:	091000022 US Bank
A/C:	180121167365
A/C Name:	US Bank Trust
Additional Text (required):	FFC: 135037000-MasTec Escrow Attn: Denise 651 495-3898

Such funds shall be remitted to the Escrow Agent prior to 10.00 a.m., New York City time, on November 10, 2009 and shall be held in escrow until the Closing and delivered by the Escrow Agent on behalf of the Investor to the Company upon the satisfaction, in the sole judgment of the Placement Agents, of the conditions to the parties' obligations under this Agreement. If the Investor does not remit the necessary funds to purchase its Accepted Notes on or prior to the Closing Date as specified above, the Investor shall as soon as practicable following the Closing Date purchase such Accepted Notes from the Company as required by this Agreement at a price per Accepted Security that shall include accumulated and unpaid interest on the Accepted Notes from and including the Closing Date to but excluding the date of payment, computed on the basis of a 360-day year consisting of twelve 30-day months. The Company and the Investor agree to indemnify and hold harmless each Placement Agent and the Escrow Agent and their respective directors, officers, employees and agents and each person who controls such Placement Agent or Escrow Agent within the meaning the Securities Act, and the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject (including, without limitation, legal or other expenses reasonably incurred in connection with investigating or defending the same) ("**Losses**") arising under this Section 3.4 or otherwise with respect to the funds held in escrow pursuant hereto or arising under the Escrow Agreement, except for Losses resulting from the willful misconduct or gross negligence of such Placement Agent or Escrow Agent; *provided however*, that the Investor's obligations under this sentence shall relate only to Losses arising from any act or failure to act by the Investor. Anything in this agreement to the contrary notwithstanding, in no event shall the Placement Agents or the Escrow Agent be liable for any special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Placement Agents or Escrow Agent have been advised of the likelihood of such loss or damage and regardless of the form of action.

In lieu of the procedures specified in this Section 3.4, if the Investor is a Registered Investment Company or is purchasing Securities on behalf of a Registered Investment Company, the Investor and its custodial agent (the "**Custodial Agent**") shall contact Kalli Cockinos, Morgan Stanley & Co. Incorporated, Tel: 212-761-5474 or Troy Wagner, Barclays Capital Inc., Tel: 212-526-1535, prior to 3:00 p.m., New York City time, on November 4, 2009 for alternative payment instructions.

3.5 Promptly after the execution of this Agreement by the Investor and the Company, the Investor shall direct the broker-dealer at which the account or accounts to be credited with the Notes are maintained, which broker-dealer shall be a DTC participant, to set up a Deposit/Withdrawal at Custodian ("**DWAC**") providing instructions to credit such account or

accounts with the Notes by means of an electronic book-entry delivery. Such DWAC shall indicate the settlement date for the deposit of the Notes, which date shall be provided to the Investor by the Placement Agents. Simultaneously with the delivery to the Company by the Escrow Agent of the funds held in escrow pursuant to Section 3.4 above, the Company shall cause the Investor's account or accounts to be credited with the Notes pursuant to the information contained in the DWAC.

4. Representations, Warranties and Covenants of the Company.

The Company hereby represents and warrants to, and covenants with, the Investor, that:

4.1 The Company has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

4.2 The Company has the requisite corporate power and authority to issue and sell the Securities. (i) The Notes have been duly authorized by the Company, and when duly executed, authenticated, issued and delivered as provided in the indenture (the "**Indenture**") related to the Notes (assuming due authentication of the Notes by the Trustee) and paid for as provided in this Agreement will constitute valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity; (ii) the Conversion Shares have been duly authorized by the Company and, when issued upon conversion of the Notes in accordance with the Indenture, the Conversion Shares will be validly issued, fully paid and nonassessable; and (iii) the Securities will conform to the descriptions thereof in the Private Placement Memorandum.

4.3 After taking into account the matters relating to the Company's public filings with the Securities and Exchange Commission in the Company's Definitive Proxy Statement on Schedule 14A and on Form 10-K, Form 10-Q and Form 8-K, including any amendments thereto (collectively, the "**Exchange Act Filings**"), the Exchange Act Filings, taken as a whole, as of the date of the Purchase Agreements and as of the Closing Date, the Private Placement Memorandum, as of its date, as of the date of the Purchase Agreements and as of the Closing Date, and any amendments or supplements thereto, as of its date and as of the Closing Date, did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, taken as a whole, in light of the circumstances under which they were made, not misleading.

5. Representations, Warranties and Covenants of the Investor.

The Investor hereby represents and warrants to, and covenants with, the Company and the Placement Agents that:

5.1. (1) The Investor is (a) a QIB as defined in Rule 144A under the Securities Act and an "institutional accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, (b) aware that the sale of the Securities to it is being made in reliance on a private placement exemption from registration under the Securities Act and (c) acquiring the Securities for its own account or for the account of a QIB who is an institutional accredited investor.

(2) The Investor understands and agrees on behalf of itself and on behalf of any investor account for which it is purchasing Securities, and each subsequent holder of Securities by its acceptance thereof will be deemed to agree, that the Securities are being offered in a transaction not involving any public offering within the meaning of the Securities Act, that the Securities have not been and will not be registered under the Securities Act and that (a) if it decides to offer, resell, pledge or otherwise transfer any of the Securities, such Securities may be offered, resold, pledged or otherwise transferred only (i) to a person whom the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (ii) pursuant to an exemption from the registration requirements of the Securities Act, including the exemption provided by Rule 144 under the Securities Act (if available), (iii) pursuant to an effective registration statement under the Securities Act, or (iv) to the Company, or one of its subsidiaries, in each of cases (i) through (iv) in accordance with any applicable securities laws of any state of the United States, and that (b) the Investor will, and each subsequent holder is required to, notify any subsequent purchaser of the Securities from it of the resale restrictions referred to in (a) above and will provide the Company and the transfer agent such certificates and other information as they may reasonably require to confirm that any transfer by such Investor of any Securities complies with the foregoing restrictions, if applicable.

(3) The Investor understands that the Securities, unless sold in compliance with Rule 144 under the Securities Act, will bear a legend substantially to the following effect:

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES

ACT), AND THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO THIS CLAUSE (II) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM THAT ANY SUCH EXEMPTION IS AVAILABLE TO THE HOLDER, (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (IV) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY SUBSEQUENT PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

(4) It:

(a) is able to fend for itself in the transactions contemplated by the Private Placement Memorandum referred to herein;

(b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the Securities; and

(c) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment.

(5) The Investor has received a copy of the Private Placement Memorandum and acknowledges that (a) it has conducted its own investigation of the Company and the terms of the Securities and, in conducting its examination, it has not relied on the Placement Agents or on any statements or other information provided by the Placement Agents concerning the Company or the terms of this offering, (b) it has had access to the Company's Exchange Act Filings and such financial and other information as it has deemed necessary to make its decision to purchase the Securities, and (c) has been offered the opportunity to ask questions of the Company and received answers thereto, as it has deemed necessary in connection with the decision to purchase the Securities.

(6) The Investor understands that the Company, the Placement Agents and others will rely upon the truth and accuracy of the representations, acknowledgements and agreements contained herein and agrees that if any of the representations and acknowledgements deemed to have been made by it by its purchase of the Securities is no longer accurate, the Investor shall promptly notify the Company and the Placement Agents. If the Investor is acquiring Securities as a fiduciary or agent for one or more QIB investor accounts, it represents that it has sole investment discretion with respect to each such account, and it has full power to make the foregoing representations, acknowledgements and agreements on behalf of such account.

5.2. The Investor acknowledges that the Placement Agents and their directors, officers, employees, representatives and controlling persons have no responsibility for making any independent investigation of the information contained in the Private Placement Memorandum and make no representation or warranty to the Investor, express or implied, with respect to the Company or the Securities or the accuracy, completeness or adequacy of the Private Placement Memorandum or any publicly available information, nor shall any of the foregoing persons be liable for any loss or damages of any kind resulting from the use of the information contained therein or otherwise supplied to the Investor.

5.3. The Investor acknowledges that no action has been or will be taken in any jurisdiction by the Company or the Placement Agents that would permit an offering of the Securities, or possession or distribution of offering materials in connection with the issue of the Securities (including any filing of a registration statement), in any jurisdiction where action for that purpose is required. Each Investor will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes any offering material, in all cases at its own expense.

5.4. The Investor has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this

Agreement, and this Agreement constitutes a valid, binding, and enforceable obligation of the Investor, except as the enforceability of the Agreement may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, other similar laws relating to or affecting the rights of creditors generally.

5.5 The entry into and performance of this Agreement by the Investor and the consummation by the Investor of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of the Investor, (ii) conflict with, or constitute a default under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Investor is a party, or (iii) result in the violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Investor to perform its obligations hereunder.

5.6. The Investor understands that nothing in the Private Placement Memorandum, this Agreement or any other materials presented to the Investor in connection with the purchase and sale of the Securities constitutes legal, tax or investment advice. The Investor has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities and has made its own assessment and has satisfied itself concerning the relevant tax and other economic considerations relevant to its investment in the Securities.

6. Survival of Representations, Warranties and Agreements. Notwithstanding any investigation made by any party to this Agreement, all covenants, agreements, representations and warranties made by the Company and the Investor herein shall survive the execution of this Agreement, the delivery to the Investor of the Securities being purchased and the payment therefor.

7. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be delivered (A) if within the domestic United States, by first-class registered or certified mail, or nationally recognized overnight express courier, postage prepaid, or by facsimile, or (B) otherwise by International Federal Express or facsimile, and shall be deemed given (i) if delivered by first-class registered or certified mail, three business days after so mailed, (ii) if delivered by a nationally recognized overnight carrier, one business day after so mailed, (iii) if delivered by International Federal Express, two business days after so mailed and (iv) if delivered by facsimile, upon electronic confirmation of receipt and shall be delivered as addressed as follows:

(a) if to the Company, to:

MasTec, Inc.
800 S. Douglas Road, 12th Floor
Coral Gables, Florida 33134
Attn: General Counsel

(b) if to the Investor, at its address on the signature page hereto, or at such other address or addresses as may have been furnished to the Company in writing.

8. Changes. Except as contemplated herein, this Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Investor; provided that if such modification or amendment would affect the rights of the Placement Agents under this Agreement, such instrument shall not be effective unless also signed by the Placement Agents.

9. Headings. The headings of the various sections of this Agreement have been inserted for convenience or reference only and shall not be deemed to be part of this Agreement.

10. Severability. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

12. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

13. Third Party Beneficiary. The Investor acknowledges that the Placement Agents are third party beneficiaries entitled to rely on this Agreement and receive the benefits of the representations, warranties and covenants made by, and the responsibilities of, the Investor under this Agreement.

Exhibit 10.3

November 3, 2009

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

Re: Consent to Precision Acquisition, Acknowledgment of Precision Convertible Notes Issuance and Amendments to Loan Agreement

Ladies and Gentlemen:

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

Borrowers have advised the Agent and the Lenders that Precision Acquisition, LLC, a Wisconsin limited liability company and a wholly-owned Subsidiary of MasTec ("Precision Holdco"), has entered into that certain Membership Interest Purchase Agreement dated November , 2009 (the "Purchase Agreement"), among Precision Holdco; MasTec; Precision Pipeline LLC, a Wisconsin limited liability company ("Precision Pipeline"); Precision Transport Company, LLC, a Wisconsin limited liability company ("Precision Transport"); Steven R. Rooney, an individual resident of the State of Wisconsin ("Steven Rooney"); Michael Dan Murphy, an individual resident of the State of Wisconsin ("Dan Murphy"); PPL Management, Inc., a Wisconsin corporation ("PPL"; Steven Rooney, Dan Murphy and PPL are collectively referred to herein as "Sellers" and individually as "Seller"), and the other parties thereto, pursuant to which Precision Holdco has agreed to purchase from Sellers and Sellers have agreed to sell to Precision Holdco all of the issued and outstanding membership interests of each of Prevision Pipeline and Precision Transport. The foregoing transaction is hereinafter referred to as the "Precision Acquisition".

Borrowers have further advised the Agent and Lenders that, prior to or concurrently with the consummation of the Precision Acquisition, and in order to finance a portion of the Purchase Price thereof, MasTec intends to issue, either through a public offering or a private placement, new convertible notes in the original principal amount of up to $100,000,000, but not less than $75,000,000, pursuant to a second supplemental indenture to the existing New Convertible Notes Indenture.

Borrowers acknowledge that pursuant to Section 10.2.13 of the Loan Agreement, Precision Holdco and MasTec may not consummate the Precision Acquisition unless such Acquisition constitutes a Permitted Acquisition under the Loan Agreement. Borrowers have represented to the Agent and the Lenders that, with the exception of (i) the amount of the Purchase Price, and (ii) MasTec's request that the Debt incurred by Borrowers to finance the Precision Acquisition not be required to constitute Subordinated Debt payable to the Sellers, the Precision Acquisition will constitute a Permitted Acquisition under the Loan Agreement.

Notwithstanding (i) the fact that the Purchase Price of the Precision Acquisition exceeds the amount permitted under the Loan Agreement, and (ii) MasTec's request that the Debt used to finance the Precision Acquisition not constitute Subordinated Debt payable to the Sellers, Borrowers and Guarantors have requested that the Agent and the Lenders acknowledge and consent to the Precision Acquisition as a Permitted Acquisition under the Loan Agreement.

Borrowers acknowledge that, pursuant to Section 10.2.3 of the Loan Agreement, Borrowers may not create, incur, assume, guarantee or suffer to exist any Debt, except for, among other exceptions, unsecured Debt to the extent that (i) such Debt is not scheduled to amortize or mature prior to the last day of the Term, and (ii) the aggregate amount of such Debt, together with all other Debt of MasTec, does not exceed the maximum aggregate amount of Debt that any of the Obligors are permitted to incur under the Indenture or the New Convertible Notes Indenture.

The Agent and the Lenders are willing to acknowledge and consent to the Precision Acquisition as a Permitted Acquisition, and to acknowledge the incurrence of Debt by Borrowers under the proposed convertible notes, in each case subject to the terms and conditions set forth herein.

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

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

1. Acknowledgment of and Consent to Precision Acquisition as a Permitted Acquisition. At the request of Borrowers, the Agent and the Lenders hereby acknowledge and consent to the Precision Acquisition as a Permitted Acquisition, so long as the following conditions have been satisfied in form and substance satisfactory to the Agent on the date of the closing of the Precision Acquisition (which closing date shall be no later than December 16, 2009):

(i) Borrowers shall have satisfied all of the conditions to a Permitted Acquisition set forth in the Loan Agreement other than the Purchase Price requirement set forth in clauses (c) and (g) of the definition of "Permitted Acquisition";

(ii) The Purchase Price of the Precision Acquisition shall not exceed $170,000,000 (excluding any earn-out payments due Sellers after the date hereof), which Purchase Price shall consist of (A) up to $150,000,000 in cash, and (B) the assumption or guaranty of certain existing equipment loans of up to $20,000,000 in the aggregate, provided that any existing equipment loans assumed in excess of $20,000,000 will accordingly reduce the cash portion of the Purchase Price on a dollar-for-dollar basis;

(iii) Borrowers shall have delivered to the Agent a duly executed Certificate Regarding Permitted Acquisition, in the form attached as Exhibit A hereto, together with all attachments thereto and other documents referenced therein and required to be delivered in connection therewith, including, without limitation, the Purchase Agreement, all exhibits and schedules thereto, and each employment agreement entered into by Steven Rooney or Dan Murphy with Precision Pipeline in connection with the Precision Acquisition;

(iv) The Precision Acquisition shall be in compliance with the provisions of all Applicable Law (including, without limitation, the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended);

(v) MasTec shall have certified to the Agent in writing that the issuance of the proposed convertible notes in connection with the Precision Acquisition, and the incurrence of the Debt thereunder, are permitted under and do not violate the provisions of the Indenture or the New Convertible Notes Indenture, or cause to exist a default thereunder;

(vi) (A) The Agent shall have received a true, complete and correct copy of the executed indenture pursuant to which the proposed convertible notes are to be issued, the final terms of which are satisfactory to Agent and Lenders, (B) the proposed convertible notes shall at all times remain unsecured, and (C) the provisions regarding the restrictions on, and priorities of, "Indebtedness" and "Liens" contained in such indenture and notes are effective to permit the Loan Agreement, the Obligations thereunder, and Agent's Liens securing the Obligations (and without limiting the generality of the foregoing, there shall be no restriction on the principal amount of indebtedness of the "Credit Facility" (or the equivalent term defined in the proposed convertible notes indenture)); and

(vii) Borrowers and Guarantors shall have duly executed and delivered this consent and letter amendment and agreed to the amendments to the Loan Agreement set forth herein; and

(viii) The Precision Acquisition shall have occurred and each of Precision Pipeline and Precision Transport shall have delivered the agreements, documents and instruments required by Agent in order for Precision Pipeline and Precision Transport to be joined as Borrowers under the Loan Agreement.

2. Amendments to Loan Agreement. In connection with the proposed Precision Acquisition, the parties hereto hereby agree to amend the Loan Agreement as follows; provided, that with the exception of the amendment to the Loan Agreement in clause (a) of this Section 2 below, which shall be effective on the date of this letter agreement, all amendments to the Loan Agreement set forth in this Section 2 shall only be effective upon the satisfaction of the conditions (i) through (viii) set forth in Section 1 above:

(a) By deleting the pricing grid set forth in the definition of "Applicable Margin" contained in Section 1.1 of the Loan Agreement, and by substituting in lieu thereof the following new pricing grid:

Level	Leverage Ratio	Applicable LIBOR Margin	Applicable Base Rate Margin
I	³ 4.00 to 1.00	3.00%	1.75%
II	£ 3.00 to l.00 but < 4.00 to 1.00	2.75%	1.50%
III	³ 2.00 to l.00 but < 3.00 to 1.00	2.50%	1.25%
IV	³ 1.50 to l.00 but < 2.00 to 1.00	2.25%	1.25%

(b) By deleting clause (b) of the definition of "Change of Control" contained in Section 1.1 of the Loan Agreement, and by substituting in lieu thereof the following

> (b) any "Change of Control," "Change in Control" or similar event or circumstance, however defined or designated, under the Indenture (as in effect on the date of this Agreement), or any "Change of Control", "Change in Control", "Fundamental Change" or similar event or circumstance, however defined or designated, under the New Convertible Notes or New Convertible Notes Indenture or under the Precision Convertible Notes or the Precision Convertible Notes Indenture (each as in effect on the effective date thereof) shall occur.

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

> Precision Convertible Notes - MasTec's Senior Convertible Notes having a maturity of not sooner than five (5) years from the issuance date thereof in the original principal amount of up to $100,000,000, but not less than $75,000,000, issued pursuant to the Precision Convertible Notes Indenture, on or before November 30, 2009, on an unsecured basis and otherwise on terms satisfactory to Agent and Lenders.
>
> Precision Convertible Notes Indenture - - the supplemental indenture to the New Convertible Notes Indenture among MasTec, its Subsidiaries and U.S. Bank, National Association, as Trustee, governing the Precision Convertible Notes.
>
> Precision Multiemployer Plans - with respect to Precision Pipeline as a contributing employer, the Pipeline Industry Pension Fund, the Laborers National Pension Fund, and the Central Pension Fund, and any other Multiemployer Plan to which Precision Pipeline is or was required to contribute to on or before November , 2009, provided, that each of such Plans is one under which substantially all of the employees with respect to whom Precision Pipeline has an obligation to contribute perform work in the building and construction industry, within the meaning of the exemptions to the withdrawal liability rules under ERISA that are applicable to employers in the building and construction industry; and provided, further, that each of such Plans (and Borrowers' liability thereunder) is and remains in compliance with, and does not at any time result in a breach or default under, any other provisions of this Agreement.

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

> Refinancing Conditions - the following conditions, each of which must be satisfied before Refinancing Debt shall be permitted under **Section 10.2.3** of this Agreement: (i) the Refinancing Debt is in an aggregate principal amount that does not exceed the aggregate principal amount of the Debt being extended, renewed or refinanced (or in the case of each of (A) the Indenture and Senior Notes, (B) the New Convertible Notes Indenture and the New Convertible Notes, and (C) the Precision Convertible Notes Indenture and the Precision Convertible Notes, the original principal amount of the Senior Notes, the New Convertible Notes and the Precision Convertible Notes, as applicable), (ii) the Refinancing Debt has a later or equal final maturity and a longer or equal weighted average life than the Debt being extended, renewed or refinanced, (iii) the Refinancing Debt does not bear a rate of interest that exceeds a market rate (as determined in good faith by a Senior Officer) as of the date of such extension, renewal or refinancing, (iv) if the Debt being extended, renewed or refinanced is subordinate to the Obligations, the Refinancing Debt is subordinated to the same extent, (v) the covenants contained in any instrument or agreement relating to the Refinancing Debt are no less favorable to Obligors than those relating to the Debt being extended, renewed or refinanced, and (vi) at the time of and after giving effect to such extension, renewal or refinancing, no Default or Event of Default shall exist.

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

> (z) to defease, redeem or refinance any of the Senior Notes, the New Convertible Notes or the Precision Convertible Notes.

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

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

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

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

(h) By deleting the final paragraph of Section 10.2.3 of the Loan Agreement, and by substituting in lieu thereof the following new final paragraph:

None of the provisions of this **Section 10.2.3** that authorize any Obligor to incur any Debt shall be deemed to (A) override, modify or waive any of the provisions of **Section 10.3**, which shall constitute an independent and separate covenant and obligation of each Borrower, or (B) permit any Obligor to incur any Debt in violation of any provision of the Indenture, the New Convertible Notes Indenture, or the Precision Convertible Notes Indenture.

(i) By deleting Section 10.2.23 of the Loan Agreement in its entirety, and by substituting in lieu thereof the following new Section 10.2.23:

10.2.23. Multiemployer Plans. Become, or permit any Subsidiary to become a party to a Multiemployer Plan other than the Precision Multiemployer Plans.

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

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

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

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

3. Inclusion of Assets in Borrowing Base. Borrowers hereby acknowledge and agree that, notwithstanding any provision of the Loan Agreement to the contrary, in connection with the Precision Acquisition, no Accounts or Equipment acquired pursuant to the Precision Acquisition shall be included in the Borrowing Base prior to Agent's review and satisfaction with such appraisals, commercial finance exams and other assessments of such Accounts and related Inventory, Equipment and Real Estate as the Agent has requested, which appraisals, exams and other assessments shall be provided at Borrowers' sole expense.

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

5. Additional Inducements. To induce the Agent and the Lenders to enter into this consent and letter amendment and consent to or acknowledge Borrowers' requests set forth above, by their signatures below, each Borrower hereby represents and warrants to the Agent and the Lenders that (a) the Precision Acquisition does not or will not conflict with, result in a breach of, or constitute a default under any material provision of any indenture, agreement or other instrument to which any Borrower is a party or by which any Borrower or any of its properties are or may be bound; and (b) no Default or Event of Default exists on the date hereof or will result from the consummation of the Precision Acquisition.

6. Miscellaneous. The consents, amendments and agreements set forth herein shall be effective, subject to the foregoing conditions, when the Agent receives five (5) counterparts of this consent and letter amendment, duly executed by each Borrower and the Lenders. The consents, amendments and acknowledgments herein are limited as written and do not constitute consents, amendments, acknowledgments, waivers or releases by the Agent or any Lender of any provision of the Loan Agreement or any right of the Agent or any Lender thereunder, except as expressly set forth herein. This consent and letter amendment shall be part of the Loan Agreement and a breach of any representation, warranty or covenant herein shall constitute an Event of Default. Nothing herein shall be construed to be an admission by Borrowers that the Agent's and the Lenders' consent or acknowledgment is required with respect to future acquisitions constituting Permitted Acquisitions under the Loan Agreement. **To the fullest extent permitted by Applicable Law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this consent and letter amendment**.

[Remainder of page intentionally left blank.]

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

Very truly yours,

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

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

[Signatures continue on following page.]

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: /s/ Brian Miner
Name: Brian Miner
Title: Duly Authorized Signatory

[Signatures continue on following page.]

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Jay Stein
Name: Jay Stein
Title: Vice President

[Signatures continue on following page.]

SIEMENS FINANCIAL SERVICES, INC.,
as a Lender

By: /s/ Uri Sky
Name: Uri Sky
Title: VP Credit

By: /s/ Jennifer Humphrey
Name: Jennifer Humphrey
Title: Vice President, Operations

[Signatures continue on following page.]

BORROWERS:

MASTEC, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

MASTEC CONTRACTING COMPANY, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

MASTEC SERVICES COMPANY, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

MASTEC NORTH AMERICA, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

CHURCH & TOWER, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

POWER PARTNERS MASTEC, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

GLOBETEC CONSTRUCTION, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

[Signatures continue on following page.]

THREE PHASE LINE CONSTRUCTION, INC.

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

PUMPCO, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

NSORO MASTEC, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

WANZEK CONSTRUCTION, INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

MASTEC RESIDENTIAL SERVICES, LLC
By: MasTec North America, Inc.,
its sole Member

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

[Signatures continue on following page.]

GUARANTORS:

PHASECOM SYSTEMS INC.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

INTEGRAL POWER & TELECOMMUNICATIONS CORPORATION, LTD.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

MASTEC NORTH AMERICA AC, LLC

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO

THREE PHASE ACQUISITION CORP.

By: /s/ C. Robert Campbell
Name: C. Robert Campbell
Title: EVP & CFO