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): December 16, 2008

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 2.01 Completion of Acquisition or Disposition of Assets.
ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On December 16, 2008 (the "Closing Date"), MasTec, Inc., a Florida corporation ("MasTec"), through its wholly-owned subsidiary, MasTec North America, Inc., a Florida corporation (the "Buyer"), consummated its acquisition (the "Acquisition") of all of the issued and outstanding shares of capital stock (the "Shares") of Wanzek Construction, Inc., a North Dakota corporation ("Wanzek"), pursuant to that certain Stock Purchase Agreement, dated as of October 4, 2008 (the "Original Purchase Agreement"), by and among the Buyer, MasTec, Wanzek and the shareholders of Wanzek (the "Sellers"), as amended by that certain First Amendment to Stock Purchase Agreement (the "First Amendment"), dated as of December 2, 2008, and that certain Second Amendment to Stock Purchase Agreement, dated as of December 16, 2008 (the " Second Amendment", and, together with the Original Purchase Agreement and the First Amendment, the "Purchase Agreement").

On the Closing Date, the Buyer paid to the Sellers the purchase price for the Shares, composed of: (i) $50 million in cash; (ii) 7.5 million newly-issued shares (the "Consideration Shares") of MasTec common stock ("Common Stock"); (iii) 8% convertible notes in the aggregate principal amount of $55 million, due December 2013 with interest payments payable in April, August, and December of each year, commencing in April 2009 (the " Convertible Notes"); (iv) the assumption of approximately $15 million of Wanzek's debt; and (v) a two-year earn-out equal to 50% of Wanzek's EBITDA in excess of $40 million per year.

The Convertible Notes are convertible into shares of Common Stock (any such shares, " Conversion Shares"), at the holder's election, at a conversion price of $12 per share; provided, however, that in no event may the holder convert all or any portion of the Convertible Note if, subsequent to such conversion, the holder, including its affiliates, would beneficially own 10% or more of the issued and outstanding shares of Common Stock. After one year, and subject to the holder's conversion right and the consent of the Agent and Required Lenders under, and as defined in, MasTec's credit facility, MasTec may redeem the Convertible Notes by payment of the principal balance, plus accrued but unpaid interest, if the average of the closing prices of the Common Stock during any thirty day period is equal to or greater than $16. The Convertible Notes contain customary events of default, which, if uncured or not subject to cure, allow the holder to declare immediately due and payable the entirety of the outstanding principal and accrued but unpaid interest.

Additionally, MasTec has entered into a registration rights agreement (the "Registration Rights Agreement") with the Sellers in respect of the Consideration Shares and the Conversion Shares. If, after the date that is six months from the Closing Date, MasTec proposes to register any of its Common Stock under the Securities Act of 1933, as amended (the "Securities Act"), in connection with a primary underwritten public offering of its securities solely for cash, then the Sellers may elect to require MasTec to include in such offering, subject to certain restrictions, the Consideration Shares and Conversion Shares.

In connection with the Acquisition, MasTec entered into a letter amendment (the " Letter Amendment") to its credit facility, which modifies the applicable margin interest rate and facility fee range. As modified, interest accrues at variable rates based, at MasTec's option, on the agent bank's base rate (as defined in the credit facility) plus a margin of between 1.25% and 1.75%, or at the LIBOR rate plus a margin of between 2.00% and 3.00%, depending on certain financial thresholds. Under the Letter Amendment, the unused facility fee ranges from 0.375% to 0.500% based on usage.

The foregoing description of the Original Purchase Agreement, the First Amendment and the Second Amendment is only a summary and is qualified in its entirety by reference to the full text of the Original Purchase Agreement, the First Amendment and the Second Amendment, of which the Original Purchase Agreement and the First Amendment have been previously filed with the SEC on October 6, 2008 as Exhibit 10.1 to MasTec's Current Report on Form 8-K and on December 3, 2008 as Exhibit 10.1 to MasTec's Current Report on Form 8-K, respectively, and the Second Amendment is filed herewith as Exhibit 10.1, and each of which is incorporated herein by reference. In addition, the foregoing description of the Registration Rights Agreement, the Convertible Notes and the Letter Amendment is only a summary and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, the Letter Amendment and the form of Convertible Note, which are filed as Exhibit 10.2, Exhibit 4.1 and Exhibit 10.3, respectively, to this Current Report on Form 8-K, and each of which is hereby incorporated herein by reference.

ITEM 3.02 Unregistered Sales of Equity Securities.

On the Closing Date, the Consideration Shares and the Convertible Notes, including the Conversion Shares (each of the foregoing, together, the "Securities"), were issued in reliance upon the exemption from registration under Section 4(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Securities have not been registered under the Act and are "restricted securities" as that term is defined by Rule 144 under the Securities Act.

The description of the Convertible Notes contained in Item 2.03 of this Current Report on Form 8-K is incorporated in this Item 3.02 by reference and is qualified in its entirety by reference to the full text of the Convertible Notes, a form of which is filed herewith as Exhibit 4.1 to this Current Report on Form 8-K and is hereby incorporated herein by reference.

ITEM 7.01 Regulation FD Disclosure.

On December 17, 2008, MasTec issued a press release regarding the Acquisition. A copy of that press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K. The information contained in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed "filed" with the Securities and Exchange Commission nor incorporated by reference in any registration statement filed by the Company under the Securities Act.

ITEM 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required by this Item 9.01(a) will be filed by amendment not later than 71 calendar days after the date that this Form 8-K must be filed.

(b) Pro Forma Financial Information.

The financial information required by this Item 9.01(b) will be filed by amendment not later than 71 calendar days after the date that this Form 8-K must be filed.

(c) Shell Company Transactions.

Not applicable.

(d) Exhibits.

4.1	Form of Negotiable Subordinated Convertible Note.
10.1	Second Amendment to Stock Purchase Agreement, dated December 16, 2008, among MasTec, Inc., MasTec North America, Inc., Wanzek Construction, Inc. and the shareholders of Wanzek.
10.2	Registration Rights Agreement, dated December 16, 2008 among MasTec, Inc. and the shareholders of Wanzek.
10.3	Letter Amendment dated December 16, 2008 among MasTec, Inc. and the other borrowers signatory thereto and Bank of America, as agent and a lender, and the other lenders signatory thereto.
99.1	Press Release dated December 17, 2008.

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: December 17, 2008

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

EXHIBIT INDEX

Exhibit No.	Description
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Exhibit 4.1

FORM OF NEGOTIABLE SUBORDINATED CONVERTIBLE NOTE

THE INDEBTEDNESS EVIDENCED HEREBY IS SUBORDINATED TO THE SENIOR INDEBTEDNESS (AS DEFINED HEREIN), PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

THE SALE OR OTHER DISPOSITION OF ANY OF THE SECURITIES REPRESENTED BY THIS NOTE IS RESTRICTED BY A CERTAIN STOCK PURCHASE AGREEMENT, AS AMENDED FROM TIME TO TIME, BY AND AMONG THIS COMPANY, MASTEC, INC., WANZEK CONSTRUCTION, INC., TRUST B UNDER THE AMENDED AND RESTATED LIVING TRUST OF LEO WANZEK DATED FEBRUARY 2, 2000, JANET L. WANZEK, WANZEK CONSTRUCTION 2008 IRREVOCABLE TRUST, JON L. WANZEK, AND JON L. WANZEK 2008 TWO-YEAR IRREVOCABLE ANNUITY TRUST. A COPY OF THE STOCK PURCHASE AGREEMENT IS AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS AT THE PRINCIPAL EXECUTIVE OFFICE OF THIS COMPANY AND WILL BE FURNISHED TO THE RECORD HOLDER OF THIS NOTE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

NEGOTIABLE SUBORDINATED CONVERTIBLE NOTE

Coral Gables, Florida
December ___, 2008 $_____

FOR VALUE RECEIVED, MASTEC NORTH AMERICA, INC. (the **"Company"**), hereby promises to pay to the order of _____ (**"Holder"**), the principal amount of _____ ($_____) on December ___, 2013 (the **"Maturity Date"**), and to pay interest on the unpaid principal balance hereof at the rate of eight percent (8%) per annum from the date hereof (the **"Issuance Date"**). The principal balance of this Note shall be payable pursuant to Section 1.a. Interest on this Note shall accrue and be payable pursuant to Section 1.b. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Stock Purchase Agreement, dated as of October 4, 2008, as subsequently amended, by and among the Company, MasTec, Inc., a Florida corporation (the **"Guarantor"**), Wanzek Construction, Inc., a North Dakota corporation, Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust, Janet L. Wanzek, a North Dakota resident, Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust, Jon L. Wanzek, a North Dakota resident (**"Jon"**), Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust, and Jon, as Sellers' Representative.

1. **Payments of Principal and Interest**. Subject to the provisions of Section 15 hereof:

a. Payment of Principal. The principal balance of this Note shall be paid to the Holder hereof on the Maturity Date. The Company shall not prematurely pay or prepay any outstanding principal balance to the Holder, except pursuant to Section 3.

b. Payment of Interest. Interest on the unpaid principal balance of this Note shall accrue at a rate of eight percent (8%) per annum commencing on the Issuance Date. Interest shall be paid each April ___, August ___, and December ___, commencing April ___, 2009, during the term of this Note.

c. General Payment Provisions. All payments of principal and interest on this Note shall be made in lawful money of the United States of America by wire transfer of immediately available funds to such account as the Holder may from time to time designate by written notice to the Company in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a Business Day, the same shall instead be due on the next succeeding day which is a Business Day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date.

2. **Conversion of Note**. This Note shall be convertible into shares of the Guarantor's common stock, par value $.10 per share (the **"Common Stock"**), on the terms and conditions set forth in this Section 2.

a. Certain Defined Terms. For purposes of this Note, the following terms shall have the following meanings:

i. **"Conversion Amount"** means the sum of (A) the principal amount of this Note to be converted, plus (B) all accrued and unpaid interest.

ii. **"Conversion Price"** means $12 per share of Common Stock.

iii. **"Family Group"** means Jon and his spouse, their siblings, parents and descendants (whether natural or adopted) and any trust formed and maintained solely for the benefit of such persons.

iv. **"Minimum Conversion Amount"** means a minimum principal amount of $5,500,000.

v. **"Transfer Agent"** means [Insert].

b. Conversion Right. At any time or times on or after the Issuance Date, the Holder shall be entitled to convert, any part equal to or in excess of the Minimum Conversion Amount of the outstanding and unpaid principal amount of this Note into fully paid and nonassessable shares of Common Stock at the Conversion Rate (as defined below).

c. Treatment of Accrued Interest Upon Conversion. Upon any conversion pursuant to subsection b of this Section 2, the accrued and unpaid interest outstanding on the date of conversion (the **"Conversion Date"**) shall be converted into fully paid and nonassessable shares of Common Stock at the Conversion Rate.

d. Fractional Shares. No fractional shares of Common Stock shall be issued upon any conversion. If a conversion would result in the issuance of a fraction of a share of Common Stock, the number of shares of Common Stock to be issued upon such conversion shall be rounded down to the nearest whole share.

e. Conversion Rate. The number of shares of Common Stock issuable upon conversion of this Note pursuant to subsection b of this Section 2 shall be determined according to the following formula (the **"Conversion Rate"**):

$$\frac{\text{Conversion Amount}}{\text{Conversion Price}}$$

f. Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

i. Holder's Delivery Requirements. To convert this Note into shares of Common Stock pursuant to subsection b of this Section 2, the Holder shall (A) transmit by facsimile (or otherwise deliver) a copy of a fully executed notice of conversion in the form attached hereto as Exhibit I (a **"Conversion Notice"**) to the Company and (B) surrender to the Company the original Note.

ii. Conversion. Upon receipt of a Conversion Notice and the original Note by the Company in accordance with Section 2.f.i, the Company shall instruct the Transfer Agent to process such Conversion Notice in accordance with the terms herein. Upon receipt by the Transfer Agent of a copy of the executed Conversion Notice, the Transfer Agent shall, not later than the third Business Day following the date of receipt, issue and surrender to a common carrier for overnight delivery to the Holder, a certificate, issued in the name of the Holder for the number of shares of Common Stock to which the Holder shall be entitled. If less than the principal amount of this Note is submitted for conversion, then the Company shall, as soon as practicable and in no event later than three Business Days after receipt of the Note and at its own expense, issue and deliver to the Holder a new Note for the outstanding principal amount not converted.

iii. Record Holder. As of the Conversion Date, the Holder shall be treated for all purposes as the record holder of the shares of Common Stock to be issued on such date.

iv. Termination of Accrued Interest. Upon the Company's receipt of any Conversion Notice, no further interest shall accrue with respect to the principal amount to be converted pursuant to such notice.

g. Taxes. The Holder shall pay any and all taxes that may be payable with respect to the issuance and delivery of Common Stock upon the conversion of this Note.

h. Adjustments to Conversion Price. The Conversion Price will be subject to adjustment from time to time as provided in this Section 2.h.

i. Adjustment of Conversion Price upon Subdivision or Combination of Common Stock. If the Guarantor at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced. If the Guarantor at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased.

ii. Notices. Immediately upon any adjustment of the Conversion Price, the Company will give written notice thereof to Holder setting forth in reasonable detail, and certifying, the calculation of such adjustment.

i. Limitation on Beneficial Ownership. The Holder shall not have the right to convert this Note pursuant to Section 2.b to the extent that after giving effect to such conversion the Holder (together with such Person's affiliates) would beneficially own 10% or more of the outstanding shares of the Common Stock following such conversion. For purposes of this Section 2.i, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. Notwithstanding anything to the contrary contained herein, each Conversion Notice shall constitute a representation by the Holder that, after giving effect to such Conversion Notice, the Holder will not beneficially own (as determined in accordance with this Section 2.i) a number of shares of Common Stock equal to 10% or more of the outstanding shares of Common Stock as reflected in the Company's most recent Form 10-Q or Form 10-K, as the case may be, or more recent public press release or other public notice by the Company setting forth the number of shares of Common Stock outstanding, but after giving effect to any conversions of this Note since the date as of which such number of outstanding shares of Common Stock was reported.

3. **Company's Right to Redeem**. Subject to the terms and conditions of this Section 3, and to the provisions of Section 15 hereof, if at any time following the one year anniversary of the Issuance Date the average of the daily closing prices during any thirty (30) calendar day period of the Common Stock on the New York Stock Exchange is at least $16 per share, the Company shall at any time, be entitled to redeem this Note by payment of the principal balance, plus accrued but unpaid interest (the **"Redemption Price"**).

a. Notice of Redemption. The Company shall exercise its right to redeem by delivering sixty (60) days prior written notice (**"Notice of Redemption"**) to the Holder.

b. Payment of Redemption Price. If the Holder does not elect to convert this Note on or prior to the 60 th day following the Company's delivery of a Notice of Redemption, the Holder shall deliver the original Note to the Company and upon receipt thereof, the Company shall pay the Redemption Price to the Holder in cash by wire transfer.

c. Termination of Accrued Interest. Upon the Company's delivery of any Notice of Redemption, no further interest shall accrue with respect to the principal amount to be converted pursuant to such notice.

4. **Reservation of Shares**. The Company shall cause the Guarantor to at all times, so long as any principal amount of this Note is outstanding, reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of effecting the conversion of this Note, such number of shares of Common Stock as shall at all times be sufficient to effect the conversion of all of the principal amount of this Note then outstanding.

5. **Voting Rights**. The Holder shall have no voting rights, except as required by law and as expressly provided in this Note.

6. **Defaults and Remedies.**

a. Events of Default. An **"Event of Default"** is: (i) default for thirty (30) days in payment of interest on this Note; (ii) default in payment of the principal amount of this Note when due; (iii) failure by the Company for thirty (30) days after notice to it to comply with any other material provision of this Note; (iv) if the Company or Guarantor pursuant to or within the meaning of any Bankruptcy Law: (A) commences a voluntary case; (B) consents to the entry of an order for relief against it in an involuntary case; (C) consents to the appointment of a Custodian of it or for all or substantially all of its property; (D) makes a general assignment for the benefit of its creditors; or (E) admits in writing that it is generally unable to pay its debts as the same become due; (v) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (1) is for relief against the Company or Guarantor in an involuntary case; (2) appoints a Custodian of the Company or Guarantor or for all or substantially all of its property; or (3) orders the liquidation of the Company or Guarantor, and the order or decree remains unstayed and in effect for thirty (30) days; (vi) any Event of Default as defined in that certain Indenture, dated January 31, 2007, by and among Guarantor, certain of Guarantor's subsidiaries and U.S. Bank National Association, as amended from time to time; or (vii) any Event of Default as defined in that certain Second Amended and Restated Loan and Security Agreement dated July 29, 2008, by and among MasTec, Inc., certain of its subsidiaries, Bank of America, N.A., as collateral and administrative agent (**"Agent"**) and General Electric Capital Corporation, as syndication agent (the **"Loan Agreement"**). The Term **"Bankruptcy Law"** means Title 11, U.S. Code, or any similar federal or state law for the relief of debtors. The term **"Custodian"** means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

b. Remedies. If an Event of Default occurs and is continuing, the Holder may declare all of this Note, including any interest and other amounts due, to be due and payable immediately, except that in the case of an Event of Default arising from events described in clauses (iv) or (v) of Section 6.a, this Note shall become due and payable without further action or notice.

7. **Amendment**. This Note and any provision hereof may only be amended by an instrument in writing signed by the Company and the Sellers' Representative.

8. **Lost or Stolen Notes**. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of an indemnification undertaking by the Holder to the Company in a form reasonably acceptable to the Company and, in the case of mutilation, upon surrender and cancellation of this Note, the Company shall execute and deliver a new Note of like tenor and date and in substantially the same form as this Note; provided, however, the Company shall not be obligated to re-issue a Note if the Holder contemporaneously requests the Company to convert such remaining principal amount into Common Stock.

9. **Cancellation**. After all principal and accrued interest at any time owed on this Note has been paid in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued.

10. **Waiver of Notice**. To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

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

12. **Waiver of Jury Trial**. THE COMPANY AND HOLDER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

13. **Failure or Indulgence Not Waiver**. No failure or delay on the part of this Note in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

14. **Transfer of Note**. The Holder may sell or otherwise transfer this Note in whole or in part; provided that any transfer in part shall be for a portion of this Note with a principal balance of no less than $11 million with the portion retained by Holder to also have a principal amount of no less than $11 million. If less than the full principal amount of this Note is transferred, then the Company shall, upon receipt of this Note from the Holder, as soon as practicable and in no event later than three Business Days after receipt of the Note and at its own expense, issue and deliver to (i) the transferee, a new Note for the outstanding principal amount transferred and (ii) the Holder a new Note for the outstanding principal amount not transferred. The Holder and any assignee of this Note in whole or in part shall be deemed to have acquired the Note and the indebtedness evidenced hereby with full knowledge and subject to the terms and provisions of Section 15 below, and the Company and the Holder (or assignee) shall provide prompt written notice to Agent of any such assignment.

15. **Subordination**.

a. The Holder (together with the Holder's successors and permitted assigns) hereby irrevocably postpones and subordinates receipt of payment and the performance of the indebtedness of the Company to the Holder represented by this Note (the " **Subordinated Indebtedness**") to and in favor of receipt, payment in full, and performance in full of all Obligations (as defined in the Loan Agreement) of the Company and the other borrowers party to the Loan Agreement to Agent and Lenders under the Loan Agreement and any amendments, modifications and restatements thereof, and any other indebtedness incurred by the Company in replacement thereof (the "**Senior Indebtedness**"), subject to the provisions of clause (b) hereof relating to payments on the Subordinated Indebtedness that are permitted to be made to the extent and under the circumstances set forth in clause (b).

b. So long as no Default or Event of Default (as defined in the Loan Agreement) has occurred and no Default Notice (as defined below) has been delivered to the Holder, the Company is entitled to pay and the Holder is entitled to receive, only (i) scheduled payments of interest at the interest rate set forth in this Note, and (ii) the principal balance of this Note upon the stated Maturity Date hereof, in each case in accordance with the present tenor of this Note and only when due, but without prepayment or redemption (except as may be consented to in writing by Agent and the Required Lenders under (and as defined in the Loan Agreement)) or payment upon acceleration (the "**Permitted Payments**"). Upon and after the occurrence of a Default or Event of Default and the receipt by the Holder of written notice from Agent stating that a Default or Event of Default has occurred (a " **Default Notice**"), the Company may not make, and the Holder may not receive, any payments under this Note (including any Permitted Payments) for a period of one hundred and eighty (180) days after Holder's receipt of a Default Notice (the "**Forbearance Period**").

c. Following the last day of a Forbearance Period (such day a " **Forbearance Termination Date**"), and so long as no Default or Event of Default (as defined in the Loan Agreement) then exists (other than the Default or Event of Default referred to in the Default Notice for the Forbearance Period then ended), the Holder shall again be entitled to receive (i) Permitted Payments when due under this Note in accordance with its present tenor, and (ii) past Permitted Payments that were not paid under this Section 15 during the Forbearance Period then ended.

d. Notwithstanding anything to the contrary set forth elsewhere in this Note, including, without limitation, Section 6 hereof, but subject to those limited exceptions expressly set forth in clauses (e) and (f) below of this Section 15, the Holder may not at any time prior to the payment in full and performance in full of the Senior Indebtedness (i) accelerate, demand as immediately due and payable, exercise, set off, enforce, collect, execute, levy or foreclose any remedies regarding this Note, or (ii) commence, continue or participate in any judicial, arbitral or other proceeding or any other enforcement action of any kind against the Company or any of the Company's assets (including, without limitation, any involuntary proceeding under the Bankruptcy Law) seeking, directly or indirectly, to enforce any of the Holder's rights or remedies, or to enforce any of the obligations incurred by the Company, or seeking injunctive or other equitable relief to prohibit, limit or impair the commencement or pursuit by Agent and Lenders of any of their rights or remedies under or in connection with the Loan Agreement and the Senior Indebtedness or applicable law.

e. If the Company fails to make a Permitted Payment that is otherwise permitted under the provision of this Section 15, then the Holder may exercise its rights and remedies regarding the Note in order to obtain the payment of such Permitted Payment; provided, that, (i) the Holder may not exercise any of such rights or remedies during the existence of any Forbearance Period, and (ii) in any event, except as expressly set forth in clause (f) below, the Holder may not accelerate the maturity of, or demand as immediately due and payable, all or any part of the Subordinated Indebtedness, and may only pursue its rights and remedies with respect to those Permitted Payments which are past due and have not previously been paid to the Holder by the Company. Any amounts in excess of such past due Permitted Payments which are received by the Holder arising out of the exercise of its rights and remedies shall be paid by the Holder to Agent for application to the Senior Indebtedness.

f. If an Event of Default (as defined the Loan Agreement) occurs and Agent accelerates the maturity or demands immediate payment of the entire balance of the Senior Indebtedness as a result thereof, then following the occurrence of the Forbearance Termination Date with respect to any existing Forbearance Period, the Holder may exercise its rights and remedies regarding this Note, so long as the Holder provides prior written notice to Agent of the exercise of such remedies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Note to be signed by its authorized representative as of the _____ day of December, 2008.

MASTEC NORTH AMERICA, INC.

By: /s/_____
Name:
Title:

EXHIBIT I

CONVERSION NOTICE

Reference is made to the Convertible Note issued by MasTec North America, Inc. (the **"Note"**). In accordance with and pursuant to the Note, the undersigned hereby elects to convert a portion or all of the principal balance of the Note, as indicated below, into shares of Common Stock, par value $.10 per share (the **"Common Stock"**), of MasTec, Inc., a Florida corporation.

Date of Conversion: _____

Principal Amount to be converted: _____

Please confirm the following information:

Conversion Amount: _____

Conversion Price: $12

Number of shares of Common Stock to be issued: _____

Exhibit 10.1

SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT

This Second Amendment to Stock Purchase Agreement (" **Amendment**") is made as of December 16, 2008, by and among MasTec North America, Inc., a Florida corporation ("**Buyer**"), MasTec, Inc., a Florida corporation (the "**Guarantor**"), Wanzek Construction, Inc., a North Dakota corporation (the "**Company**"), Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust (" **QTIP**"), Janet L. Wanzek, a North Dakota resident ("**Janet**"), Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust ("**IDIT**"), Jon L. Wanzek, a North Dakota resident ("**Jon**") and Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust ("**GRAT**") (QTIP, Janet, IDIT, Jon and GRAT taken together are the "**Sellers**"), and Jon, as Sellers' Representative (the " **Sellers' Representative**"). Each of Buyer, Guarantor, Company, Sellers, and Sellers' Representative is a "**Party**" and together, the "**Parties**."

R E C I T A L S

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

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

AGREEMENT

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

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

2. Section 1.1 of the Agreement is hereby amended as follows:

a. The following definition shall be inserted between the definition of "Actual Excess Indebtedness" and the definition of "Adverse Consequence":

"**Additional Indebtedness**" means all obligations and Indebtedness incurred by the Company pursuant to that Business Loan Agreement (Loan No. 1719128), dated December 10, 2008, by and between the Company and State Bank and Trust."

b. The definition of "Convertible Note" is deleted in its entirety and replaced with the following:

"**Convertible Notes**" means those certain negotiable subordinated convertible notes, a form of which is attached as Exhibit I, the first of which is made by Buyer and payable to the Sellers' Representative on behalf of Sellers in a principal amount of Forty-Seven Million Five Hundred Thousand and NO/100ths Dollars ($47,500,000) and the second of which is made by Buyer and payable to the Wanzek Foundation in a principal amount of Seven Million Five Hundred Thousand and NO/100 ths Dollars ($7,500,000)."

c. The following definition shall be inserted between the definition of "Exclusivity Agreement" and the definition of "Facilities":

"**Extraordinary Transactions**" means a transaction other than in the Ordinary Course of Business, including, without limitation the assignment of NetJets Agreements, the assignment of Sellers' Life Insurance Policies and the assignment of the Headquarters Property, each occurring after the Effective Closing Date and on or before the Closing Date."

d. The definition of "Net Working Capital" is deleted in its entirety and replaced with the following:

"**Net Working Capital**" means as of any particular date (a) the value of all current assets, excluding Cash, Cash Equivalents, Equipment Deposits, accounts receivable from any Seller or any Related Person of any Seller, accounts receivable that are delinquent or older than one-hundred and twenty (120) days, and all "other receivables" which were in an amount of approximately $189,000 on the Company's balance sheet as of June 30, 2008 of the Company less (b) the amount of all current Liabilities, including accrued current Liabilities not yet due, but excluding (i) the Eide Bailey Expenses, (ii) Employee Obligations which are satisfied by the Post Effective Closing Date Payments and (iii) all Indebtedness and Taxes of the Company determined in each case in accordance with GAAP; provided that and regardless of whether such accruals were included in the Financial Statements, except to the extent satisfied by the Post Effective Closing Date Payments current Liabilities shall include (x) employee bonus accruals for 2008 based upon a total bonus pool of $1,900,000 and the percentage of calendar year 2008 elapsed prior to the Effective Closing Date and (y) accruals for profit sharing under the Wanzek Construction, Inc. 401(k) Plan as set forth in Company's books and records, as updated ratably for the portion of calendar year 2008 which elapses prior to the Effective Closing Date. For purposes of clarity, as of any particular date, current assets includes all retainage projected to be collected within one (1) year following such date, and excludes all retainage projected to be collected more than one (1) year following such date."

e. The following definition shall be inserted between the definition of "Organizational Documents" and the definition of "Permitted Encumbrances":

"**Permitted Cash Distribution**" means the Permitted Cash Distribution set forth on the Permitted Cash Distribution Schedule, attached as Exhibit K."

f. The definition of "Target Net Working Capital" is deleted in its entirety and replaced with the following:

"**Target Net Working Capital**" means $12,800,000."

g. The definition of "Tax Obligations" is deleted in its entirety and replaced with the following:

"**Tax Obligations**" means to the extent not previously paid whether by estimated Tax payments or otherwise, obligations or Liabilities of the Company in respect of all Taxes for the period prior to the Effective Closing Date, which are defined as "Income Tax Liabilities" in accordance with GAAP, including accruals regardless of whether such Taxes are due and payable prior to the Effective Closing Date; provided, however, that long-term deferred tax liabilities shall not be included."

h. The following definition shall be inserted between the definition of "Threshold Amount" and the definition of "WARN":

"**Wanzek Foundation**" means the Wanzek Family Foundation, a Minnesota nonprofit corporation."

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

a. The term "Effective Closing Date" is added to the glossary of defined terms between the term "EBITDA" and the term "Effective Date" and the location of such term is Section 3.1.

b. The term "Pre-Closing Period Return" and the location of such term is removed from the glossary of defined terms.

c. The term "Post Effective Closing Date Payments" is added to the glossary of defined terms between the term "Post-Closing Certificate" and the term "Purchase Price" and the location of such term is Section 2.4(d).

d. The term "Pre-Effective Closing Date Period Return" is added to the glossary of defined terms between the term "Pre-Closing Period" and the term "Post-Closing Adjustment" and the location of such term is Section 7.3(a).

e. The term "Retained Cash and Cash Equivalents" is added to the glossary of defined terms between the term "Restricted Period" and the term "Reviewed Financial Statements" and the location of such term is Section 8.10.

4. Section 2.2(a) of the Agreement is deleted in its entirety and replaced with the following:

"(a) The Cash Consideration; minus the Estimated Excess Indebtedness; minus the Estimated Employee Obligations; minus the Estimated Tax Obligations; plus the Post Effective Closing Date Payments; subject to adjustment as provided in Section 2.5 below; plus"

5. Section 2.2(c) of the Agreement is deleted in its entirety and replaced with the following:

"(c) The Convertible Notes; plus"

6. Section 2.3(a)(iii) of the Agreement is deleted in its entirety and replaced with the following:

"(iii) issue the Convertible Notes."

7. Section 2.4 of the Agreement is deleted in its entirety and replaced with the following:

"2.4. **Estimate of Purchase Price**. At least three (3) Business Days prior to the Closing Date, the Sellers shall deliver to Buyer a balance sheet of the Company prepared by the Company and the Sellers that reflects the Company's and the Sellers' good faith reasonable estimate of the Company's balance sheet as of the Effective Closing Date (the "**Estimated Closing Balance Sheet**") and a certificate (substantially in the form attached hereto as Exhibit B) executed by the chief financial officer of the Company (the "**Closing Certificate**") setting forth:

(a) all Indebtedness as set forth in the Estimated Closing Balance Sheet plus the Additional Indebtedness as of the Closing Date (such sum, the "**Estimated Indebtedness**");

(b) all Employee Obligations as set forth in the Estimated Closing Balance Sheet (the " **Estimated Employee Obligations**");

(c) all Tax Obligations as set forth in the Estimated Closing Balance Sheet (the " **Estimated Tax Obligations**"); and

(d) all payments made by the Company after the Effective Closing Date of Employee Obligations and Tax Obligations, in each case that were included in the Estimated Employee Obligations and the Estimated Tax Obligations, respectively (the " **Post Effective Closing Date Payments**").

The Closing Certificate shall also include Net Working Capital as set forth in the Estimated Closing Balance Sheet (the " **Estimated Net Working Capital**") for purposes of determining whether the condition set forth in Section 8.10 has been met. Following receipt of the Closing Certificate, Sellers shall permit Buyer and its Representatives at all reasonable times and upon reasonable notice to review the Sellers' and the Company's working papers relating to the Estimated Closing Balance Sheet and Closing Certificate as well as the Sellers' and the Company's accounting books and records relating to the determination of the Estimated Closing Balance Sheet and Closing Certificate, and Sellers shall make reasonably available their Representatives responsible for the preparation of the Estimated Closing Balance Sheet and the Closing Certificate in order to respond to the inquiries of the Buyer. Prior to the Closing, the Parties shall act reasonably in resolving in good faith any disagreements concerning the computation of any of the items on the Estimated Closing Balance Sheet and Closing Certificate; provided that it is acknowledged and agreed that if any disagreements cannot be resolved, then the Closing shall occur on the basis of the Closing Certificate provided by Sellers with such changes as have been agreed upon by the Parties, and that any unresolved disagreements shall be deferred for resolution pursuant to the post-closing purchase price adjustment process described in Section 2.5 of this Agreement."

8. Section 2.5(a) of the Agreement is deleted in its entirety and replaced with the following:

"(a) Buyer shall prepare and on no later than the one-hundred and twenty-fifth (125 th) day following the Closing Date deliver to the Sellers' Representative an unaudited balance sheet of the Company as of the Effective Closing Date (the " **Closing Balance Sheet**") prepared in accordance with GAAP together with a certificate (substantially in the form attached hereto as Exhibit C) executed by the chief financial officer of the Buyer (the " **Post-Closing Certificate**") setting forth:

(i) The actual amount of (1) Net Working Capital (the "**Actual Net Working Capital**"), (2) the aggregate amount of all Cash, Cash Equivalents and Equipment Deposits minus the Permitted Cash Distribution and minus the Post Effective Closing Date Payments (the " **Actual Cash, Cash Equivalents and Equipment Deposits**"), (3) the aggregate amount of Indebtedness as set forth in the Closing Balance Sheet plus the Additional Indebtedness as of the Closing Date (such sum, the "**Actual Indebtedness**"), (4) the aggregate amount of Employee Obligations (the "**Actual Employee Obligations**") and (5) the aggregate amount of Tax Obligations (the "**Actual Tax Obligations**"), except (x) the Permitted Cash Distribution, (y) the Post Effective Closing Date Payments, and (z) as set forth in Section 2.5(a)(i)(3), in each case as set forth in the Closing Balance Sheet;

(ii) The amount of all accounts receivable included in Actual Net Working Capital included in the Closing Balance Sheet which were not collected on or prior to the one-hundred and twentieth (120 th) day after the Effective Closing Date (the "**Actual Uncollected Accounts Receivable**"); and

(iii) A calculation of the Post-Closing Adjustment calculated in accordance with Section 2.5(b)."

9. Section 2.5(b)(ii) of the Agreement is deleted in its entirety and replaced with the following:

"(ii) (1) the Actual Cash, Cash Equivalents and Equipment Deposits set forth on the Post-Closing Certificate minus (2) Retained Cash and Cash Equivalents; plus"

10. Section 2.7 of the Agreement is deleted in its entirety and replaced with the following:

"2.7 **Collection and Assignment of Excluded Accounts Receivable and Actual Uncollected Accounts Receivable; and Payment for Reduction to Related Accounts Payable**.

(a) If at any time prior to the one (1) year anniversary of the Effective Closing Date any Excluded Accounts Receivable or Actual Uncollected Accounts Receivable shall be collected by the Company, then the Company shall pay to Sellers an amount equal to such collections less all reasonable collection costs related to all Excluded Accounts Receivable or Actual Uncollected Accounts Receivable which have not been previously deducted from any payment pursuant to this Section 2.7(a). If upon the one (1) year anniversary of the Effective Closing Date any Excluded Accounts Receivable or Actual Uncollected Accounts Receivable remain uncollected and Jon continues to be employed by the Company on such date, then the Company shall assign all of its rights to such Excluded Accounts Receivable and Actual Uncollected Accounts Receivable to the Sellers. If Jon is not employed by the Company at such time, then the Company shall hold such Excluded Accounts Receivable and Actual Uncollected Accounts Receivable and if collected will pay Sellers such amounts collected less all reasonable collection costs. Notwithstanding the foregoing, the Company shall only make such efforts to collect such Excluded Accounts Receivable and Actual Uncollected Accounts Receivable as it deems reasonable in its discretion taking into account the detrimental impact such collection efforts could have on the business of the Company.

(b) If at any time prior to the one (1) year anniversary of the Effective Closing Date any accounts payable included in the Actual Net Working Capital to subcontractors on the Actual Uncollected Accounts Receivable or Excluded Accounts Receivable jobs are settled by binding agreement with such subcontractors such that the amount of any such account payable is permanently reduced, then the Company shall pay to the Sellers the amount of such reduction."

11. Section 2.8 of the Agreement is deleted in its entirety and replaced with the following:

"2.8 **Post-Closing Purchase Price Adjustment and Assignment for Retainage** . If upon the one (1) year anniversary of the Effective Closing Date any retainage included in the Actual Net Working Capital is not collected, the Sellers shall jointly and severally pay to Buyer an amount equal to all such uncollected retainage. Upon receipt of such payment the Company shall assign all of its rights to such uncollected retainage to Sellers so long as Jon remains employed by the Company at such time. If Jon is not employed by the Company at such time, then the Company shall hold such retainage and if collected will pay Sellers such amounts collected less all reasonable collection costs. Notwithstanding the foregoing, the Company shall only make such efforts to collect such retainage as it deems reasonable in its discretion taking into account the detrimental impact such collection efforts could have on the business of the Company."

12. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

"3.1. **Closing**. The purchase and sale (the "**Closing**") provided for in this Agreement will take place at 9:00 a.m. local time at Buyer's offices at 800 S. Douglas Road, 12th Floor, Coral Gables, Florida 33134 on the date that is three (3) Business Days following the satisfaction or waiver of the conditions set forth in ARTICLE 8 and ARTICLE 9 (other than delivery of items to be delivered at the Closing and other than satisfaction of those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the delivery of such items and satisfaction or waiver of such conditions at the Closing) (the date of such satisfaction, the " **Satisfaction Date**"); provided however; that such date shall not be prior to the earlier of (i) the ninetieth day after the date hereof (the " **Ninetieth Day**") or (ii) a date set by Buyer upon no less than five (5) Business Days prior written notice, or at such other time as the Parties may agree in writing. For purposes of clarity, if the Satisfaction Date has occurred at least three (3) Business Days prior to the Ninetieth Day and the Buyer has not set a prior date for Closing pursuant to clause (ii) set forth in the previous sentence, then all of the parties shall be obligated to Close on the Ninetieth Day and any party which has not carried out its obligations on such date shall be in breach of this Agreement. By agreement of the parties the Closing may take place by delivery of this Agreement and the other documents to be delivered at the Closing by facsimile or other electronic transmission. Subject to the provisions of ARTICLE 10, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 3.1 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. Upon consummation, for financial accounting purposes the Closing will be deemed and treated consummated and shall be given effect as though consummated and occurred on, as of and from 11:59 p.m. Coral Gables, Florida time on November 30, 2008 (the "**Effective Closing Date**"), and from the Effective Closing Date through the actual Closing, the Shares shall be deemed to have been owned by the Sellers on behalf of and for the account of the Buyer, and all benefits, burdens, obligations and expenses of the Company, including all cash flow, shall inure to the Buyer as the beneficial owner of the Shares."

13. Section 3.2(a)(ix) is deleted in its entirety and replaced with the following:

"(ix) Intentionally Omitted."

14. Section 3.2(b)(v) is deleted in its entirety and replaced with the following:

"(v) Intentionally Omitted."

15. Sections 4.33(a) and 4.34 are amended such that each reference therein to "Convertible Note" is replaced with "Convertible Notes".

16. Immediately following Section 4.34 of the Agreement the following Section 4.35 is added:

"4.35. **Company Operations**. Since the Effective Closing Date, the Sellers have operated the Company in the Ordinary Course of Business consistent with past custom and practice and have not made any material decisions regarding the operation of the Business and have not incurred any material Liabilities outside of the Ordinary Course of Business without the Buyer's prior knowledge and written consent, with the exceptions of (a) the termination of the Buy-Sell Agreement, (b) the assignment of the NetJets Agreements, (c) the assignment of the Sellers' Life Insurance Policies, and (d) the assignment of the Headquarters Property."

17. Section 5.9 is amended such that each reference therein to "Convertible Note" is replaced with "Convertible Notes".

18. Section 6.10 of the Agreement is deleted in its entirety and replaced with the following:

"6.10. **Certain Pre-Closing Cash Distributions**. At or prior to the Closing, the Company shall distribute Cash and Cash Equivalents in an amount equal to the Permitted Cash Distribution."

19. Section 7.3 of the Agreement is deleted in its entirety and replaced with the following:

"7.3 **Certain Tax Matters**.

(a) The Buyer shall include the Company in its consolidated Tax group effective as of the day following the Closing Date, thereby causing the Tax year of the Company for federal and to the extent applicable, state and local income Tax purposes to end on the Closing Date. The Buyer shall be responsible for preparing and filing, or causing the Company to prepare and file, all Tax Returns of the Company for the taxable periods ending after the Closing Date, including Straddle Periods, and the Sellers shall be responsible for preparing and filing all Tax Returns of the Company for taxable periods ending on or before the Closing Date. Any Tax Return for the period ending on the Closing Date ("**Stub Period Return**") or a period ending prior to the Closing Date ("**Pre-Effective Closing Date Period Return**") shall be furnished to the Buyer for its review, comment and approval at least thirty (30) days prior to the due date (or extended due date) for filing such Tax Returns and such Tax Returns shall be prepared in accordance with past practice, except as required by Legal Requirement. The Sellers shall make changes as reasonably requested by the Buyer, and shall not file such Tax Returns without Buyer's consent, not to be unreasonably withheld, conditioned or delayed. The Sellers shall pay all Taxes required to be paid with respect to such Tax Returns less (i) the Actual Tax Obligations included in the Final Closing Adjustment and (ii) the Taxes for the portion of any Straddle Period commencing after the Effective Closing Date and ending on the Closing Date (other than Taxes attributable to Extraordinary Transactions which will be paid by the Sellers). The Buyer shall cooperate fully in connection with the preparation and filing of such Tax Returns. The Sellers shall not amend any such Tax Returns without the prior written consent of the Buyer, not to be unreasonably delayed, conditioned or withheld.

(b) If a Party is responsible for the payment of Taxes pursuant to Section 11.5(a) (the "**Tax Indemnifying Party**") and a Party which is not responsible for the payment of such Taxes pursuant to Section 11.5(a) (the "**Tax Indemnified Party**") receives notice of any deficiency, proposed adjustment, assessment, audit, examination, suit, dispute or other claim (a "**Tax Claim**") with respect to such Taxes, the Tax Indemnified Party will notify (and, in any event, within thirty (30) days of the receipt of notice of any such Tax Claim) the Tax Indemnifying Party in writing of such Tax Claim, but the failure to so notify the Tax Indemnifying Party will not relieve the Tax Indemnifying Party of any Liability it may have to the Tax Indemnified Party, except to the extent the Tax Indemnifying Party has suffered actual prejudice thereby.

(c) With respect to any Tax Claim, the Tax Indemnifying Party may assume and control all proceedings taken in connection with such Tax Claim and, without limiting the foregoing, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with any applicable governmental Persons with respect thereto, and may, either pay the Tax claimed and sue for a refund where applicable law permits such refund suits or contest the Tax Claim in any permissible manner; provided, however, that the Tax Indemnifying Party will consult with the Tax Indemnified Party in the negotiation and settlement of any Tax Claim and the Tax Indemnifying Party will not, without the written consent of the Tax Indemnified Party, which consent shall not be unreasonably delayed, conditioned or withheld, settle or compromise any Tax Claim in any manner if such settlement or compromise would have the effect of increasing the Taxes of the Tax Indemnified Party ("**Indemnified Party Tax Increase**"); provided, that, to the extent that a Tax Claim relates to a Straddle Period, the Sellers' Representative and the Buyer will jointly control all proceedings taken in connection with any such Tax Claim.

(d) The Tax Indemnified Party will cooperate with the Tax Indemnifying Party in contesting any Tax Claim, which cooperation will include the retention and (upon the Tax Indemnifying Party's request) the provision to the Tax Indemnifying Party of records and information which are reasonably relevant to such Tax Claim, and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder or to testify at proceedings relating to such Tax Claim.

(e) No Party will settle or compromise a Tax Claim relating solely to Taxes of the Company for a Straddle Period without the other Party's or Parties' written consent which consent shall not be unreasonably delayed, conditioned or withheld.

20. Section 7.6 of the Agreement is deleted in its entirety and replaced with the following:

"7.6 **Restrictions on Transfer**. The MasTec Shares, the Convertible Notes and any shares of Guarantor common stock issued upon conversion of the Convertible Notes will not be sold, transferred, pledged, assigned or otherwise encumbered or disposed until the later of (i) the six month anniversary of the Closing Date, or (ii) when, in the opinion (reasonably acceptable to the Buyer and Guarantor) of counsel (reasonably acceptable to the Buyer and Guarantor), such restrictions are no longer required in order to assure compliance with the Securities Act. Notwithstanding the foregoing, in addition to the foregoing restrictions, the Escrow Shares shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed until released from the Escrow Account at the end of the Escrow Period. Whenever such restrictions shall cease and terminate as to any MasTec Shares, the Convertible Notes or any shares of Guarantor common stock issued upon conversion of the Convertible Notes, the holder thereof shall be entitled to receive from Buyer, without expense, new certificates not bearing the legends set forth in Section 4.34."

21. Section 7.7 of the Agreement is deleted in its entirety and replaced with the following:

"7.7 **Compliance with Reporting Requirements**. As of the Closing Date the Guarantor will have complied during the twelve months ending on the Closing Date and the Guarantor agrees to comply with the reporting requirements of Section 13 and Section 15(d) of the Exchange Act until the later of (i) the five year anniversary of the date hereof, or (ii) the date that the Convertible Notes are no longer outstanding."

22. Section 8.10 of the Agreement is deleted in its entirety and replaced with the following:

"8.10 **Estimated Net Working Capital**. Estimated Net Working Capital plus Cash and Cash Equivalents shall be no less than the Target Net Working Capital, all determined as of the Effective Closing Date (such amount of Cash and Cash Equivalents, the " **Retained Cash and Cash Equivalents**")."

23. Section 11.5 of the Agreement is deleted in its entirety and replaced with the following:

"11.5 **Tax Indemnification**.

(a) Except to the extent any Taxes have been previously paid or deposited by the Company on or prior to the Closing Date, the Sellers shall indemnify and hold the Buyer and its Affiliates, and the Company and their respective officers, directors, employees, agents, successors and permitted assigns (each a "**Buyer Tax Indemnitee**") harmless from and against and shall reimburse each Buyer Tax Indemnitee for, any and all Taxes or other Adverse Consequences actually incurred, suffered or accrued at any time by any Buyer Tax Indemnitee arising out of or attributable to (i) any Liability for the Taxes of Company for any period ending on or before the Effective Closing Date and, the portion of any Straddle Period ending on the Effective Closing Date and Taxes attributable to Extraordinary Transactions, (ii) all liabilities of the Company as a result of the applicability of Treas. Reg. §1.1502-6 or similar provisions of foreign, state or local Tax law for Taxes of the any other corporation affiliated with the Company on or prior to the Closing Date and (iii) any breach or misrepresentation with respect to the representations and warranties contained in Section 4.12 of this Agreement.

(b) Notwithstanding anything to the contrary herein, the indemnification provided in this Section 11.5 shall not be limited by the other provisions of this ARTICLE 11, including the Indemnity Cap and the Indemnity Basket and shall survive for the applicable statute of limitations plus ninety (90) days. In the case of Taxes that are payable with respect to any Taxable period that includes (but does not end on) the Effective Closing Date (a "**Straddle Period**"):

(i) the Parties hereto shall treat the Effective Closing Date as the last day of such period (i.e., the parties hereto shall "close the books" on such date) and shall elect to do so if permitted by applicable Legal Requirement; and

(ii) the portion of any such Tax that is allocable to the portion of the taxable period ending on the Effective Closing Date shall be, (A) in the case of Taxes based on income or receipts determined under the closing of the books method and (b) in the case of other Taxes, deemed to be the amount of such Taxes for the entire Straddle Period (after giving effect to amounts which may be deducted from or offset against such Taxes with respect to such periods under the relevant Tax Legal Requirement) (or in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the Effective Closing Date and the denominator of which is the number of days in the entire Straddle Period. Any credit or refund resulting from an overpayment of Taxes for a Straddle Period shall be prorated based upon the method employed in this Section 11.5(b)(ii).

24. Immediately following Section 11.8 of the Agreement the following Section 11.9 is added:

"11.9 **Satisfaction of Indemnity Claims**. To the extent any amount is owed by Sellers to any Buyer Indemnified Person pursuant to Section 11.2(a), then such amount will first be satisfied from the Escrow Account in accordance with the terms of the Escrow Agreement. To the extent the Escrow Account is insufficient to satisfy all such amounts owed, any excess shall be satisfied, at the election of the Sellers' Representative in one or more of the following: (i) from the MasTec Shares, (ii) by reduction of the aggregate principal amount of the Convertible Notes (to the extent held by the Sellers' Representative on behalf of the Sellers, or the Wanzek Foundation), or (iii) in cash (or if no election is made by the Sellers' Representative, in one or more of the foregoing at the option of Buyer). Any amount satisfied in MasTec Shares shall be valued at the average closing price of such shares on the New York Stock Exchange for the ten trading days immediately prior to the delivery of such shares to the Buyer Indemnified Person. Any amount satisfied by reduction of the principal amount of either Convertible Note, shall be satisfied by a dollar for dollar reduction to the principal amount of such note. Notwithstanding the foregoing and for purposes of clarity, to the extent any Final Closing Adjustment is owed by Sellers to Buyer, such Final Closing Adjustment may only be satisfied in cash in accordance with Section 2.5(f)."

25. Section 11.10 of the Agreement is deleted in its entirety.

26. Section 12.5(c) of the Agreement is deleted in its entirety and replaced with the following:

"(c) **Convertible Notes**. For the convenience of the Parties the Convertible Note in the principal amount of $47,500,000 shall be issued in the name of the Sellers' Representative on behalf of all of the Sellers. As the Holder of such Convertible Note, the Sellers' Representative shall have the power to take all actions on behalf of the Sellers with respect to such Convertible Note and Buyer and Guarantor may rely upon all actions taken by the Sellers' Representative in connection with such Convertible Note in accordance with this Section 12.5."

27. Section 12.17 of the Agreement is deleted in its entirety and replaced with the following:

"12.17 **Limited Guarantee**. The Guarantor hereby unconditionally and absolutely guarantees the full and punctual payment of all payment obligations of Buyer before, after and at the Closing, including all obligations of Buyer under the Convertible Notes; provided, that if the Closing does not occur, under all circumstances Guarantor's Liability hereunder shall be limited to the Termination Fee, to the extent unpaid by Buyer."

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

29. The Table of Exhibits is amended to add "Exhibit K", "Permitted Cash Distribution Schedule".

30. The form of Closing Certificate attached to the Agreement as Exhibit B is replaced by the form of Closing Certificate attached hereto as Exhibit A.

31. The form of Post-Closing Certificate attached to the Agreement as Exhibit C is replaced by the form of Post-Closing Certificate attached hereto as Exhibit B.

32. The form of Convertible Note attached to the Agreement as Exhibit I is replaced by the form of Convertible Note attached hereto as Exhibit C.

33. The Permitted Cash Distribution Schedule attached hereto as Exhibit D is Exhibit K to the Agreement.

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

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

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

[Remainder of page intentionally left blank]

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

Buyer: MASTEC NORTH AMERICA, INC.

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

Guarantor: MASTEC, INC.

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

Company: WANZEK CONSTRUCTION, INC.

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

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

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

Wanzek Construction 2008 Irrevocable Trust

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

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

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

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

Jon L. Wanzek Two-Year Irrevocable Annuity Trust

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

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

Sellers' Representative:

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

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "Agreement") is made as of the 16th day of December, 2008, by and among MasTec, Inc., a Florida corporation (the "Company"), and Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust ("QTIP"), Janet L. Wanzek, a North Dakota resident ("Janet"), Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust ("IDIT"), Jon L. Wanzek, a North Dakota resident ("Jon") and Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust ("GRAT") (QTIP, Janet, IDIT, Jon and GRAT taken together are the "Sellers"), and Jon, as Sellers' Representative (the "Sellers' Representative").

RECITALS

A. As a condition to the closing of the Stock Purchase Agreement dated as October 4, 2008, as subsequently amended, among the Company, as guarantor, MasTec North America, Inc., a Florida corporation and wholly owned subsidiary of the Company, as buyer, and the Sellers (the "Stock Purchase Agreement), the parties have agreed to enter into this Agreement setting forth the registration rights associated with all of the shares of the Company's Common Stock, par value $.10 per share (the "Common Stock") which the Sellers may acquire pursuant to the Stock Purchase Agreement (the "Shares"), including the MasTec Shares (as defined in the Stock Purchase Agreement) and upon conversion of the Convertible Note (as defined in the Stock Purchase Agreement).

THE PARTIES HEREBY AGREE AS FOLLOWS:

AGREEMENT

1. Certain Definitions.

(a) The term "Act" means the Securities Act of 1933, as amended.

(b) The term "Form S-3" means such form under the Act as in effect on the date hereof or any successor registration form under the Act subsequently adopted by the SEC.

(d) The term "1934 Act" means the Securities Exchange Act of 1934, as amended.

(f) The term "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(g) The term "SEC" means the Securities and Exchange Commission.

(i) The term "Shares" has the meaning set forth in Recital A.

2. Registration Rights.

2.1 Company Registration. If, after the date that is six months from the date hereof, the Company proposes to register any of its Common Stock under the Act in connection with a primary underwritten public offering of its securities solely for cash (a "Company Underwritten Public Offering"), other than registrations on Form S-8 or S-4 (or any successor forms) or registrations in connection with stock purchase plans, then the Company shall, at such time, promptly give the Sellers' Representative written notice (a "Company Notice") of such offering. Upon the written request of the Sellers' Representative given within ten (10) days after mailing of such Company Notice in accordance with Section 3.5, the Company shall take whatever steps are necessary, subject to the provisions of Section 2.3, to include in such Company Underwritten Public Offering all of the Shares that each such Seller has requested to be registered. The Sellers acknowledge and agree that in order to facilitate any such Company Underwritten Public Offering, the Company may, at its sole option, effect the registration of a Form S-3, or other applicable form, pursuant to Rule 415 under the Act prior to the time that it contemplates doing a Company Underwritten Public Offering. In such case, the Sellers agree not to resell any Shares pursuant to such Form S-3 until the time the Sellers' Representative receives a Company Notice pursuant to this Section 2, and then, only pursuant to the plan of distribution of the Company Underwritten Public Offering and otherwise in accordance with the terms of this Section 2.

2.2 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Shares of any selling Seller that such Seller shall furnish to the Company such information regarding itself and the Shares held by it as shall be reasonably required to effect the registration of such Seller's Shares and include the Shares in the Company Underwritten Public Offering.

2.3 Underwriting Requirements. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Shares of any selling Seller that such Seller shall accept the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company; provided that any representation or warranty by any Seller shall be several and not joint with the Company or any other Seller and shall only relate to the status of such Seller, the ownership of such Seller of the Shares which such Seller desires to sell pursuant to the underwriting agreement and any information included in the registration statement in reliance upon and in conformity with information furnished in writing by such Seller expressly for use in connection with such registration and the indemnity obligations of any Seller shall be several and not joint with the Company or any other Seller and shall only relate to a breach of such Seller's representations and warranties. If the total amount of securities, including Shares to be included in such offering pursuant to Section 2.1, exceeds the maximum amount of securities that the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company, then the Company shall only be required to include in the offering such number of Shares, if any, which the underwriters determine in their sole discretion, will not jeopardize the success of the offering (the Shares so included to be apportioned pro rata among the Sellers according to the total amount of securities entitled to be included therein owned by each Sellers or in such other proportions if mutually agreed to by such Sellers).

2.4 "Market Stand-Off" Agreement. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Shares of any selling Seller that such Seller agree that, during the period of duration specified by the Company and an underwriter of Common Stock or other securities of the Company which period shall be the same period that such underwriter requires of the Company's directors and executive officers, it shall not, to the extent requested by the Company and such underwriter, directly or indirectly sell, offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase or otherwise transfer or dispose of any securities of the Company held by it at any time during such period (including pursuant to a sale under Rule 144 under the Act, except for any transfer to beneficiaries of any Seller that is a trust), except Common Stock included in such registration; provided, however, that:

(a) all executive officers and directors of the Company, enter into similar agreements and

(b) any discretionary waiver or termination of the market stand-off period by the Company or the representatives of the underwriters shall apply to all persons subject to such market stand-off agreement on a pro rata basis.

In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Shares of the Sellers until the end of such period.

2.5 Delay of Registration. No Seller shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2; provided that this Section 2.5 shall not abrogate any other rights or remedies of any such Seller hereunder.

2.6 Indemnification. In the event any Shares are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Seller, any underwriter (as defined in the Act) for such Seller and each person, if any, who controls such Seller or such Seller's securities or such underwriter within the meaning of the Act or the 1934 Act, and each officer, director, agent, employee and partner of the foregoing against any losses, claims, damages or liabilities (joint or several) to which they may become subject insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto or any other document prepared by the Company incident to such registration, (ii) 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 (iii) any violation or alleged violation by the Company of the Act, the 1934 Act, any state securities law or any rule or regulation promulgated under the Act, or the 1934 Act or any state securities law; and the Company will pay to each such indemnified person any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Subsection 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it solely arises out of or is based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing expressly for use in connection with such registration by such Seller, underwriter or controlling person.

(b) To the extent permitted by law, each selling Seller will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Act, any underwriter and any controlling person of any such underwriter, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereto) solely arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with information furnished in writing by such Seller expressly for use in connection with such registration, and each such Seller will pay to each such indemnified party any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Subsection 2.6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Seller, which consent shall not be unreasonably withheld.

(c) Promptly after receipt by an indemnified party under this Section 2.6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.6, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties which may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of receipt of notice of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.6, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.6. No indemnifying party, in the defense of any claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation. Each indemnified party shall furnish such information regarding itself or the claim in question as an indemnifying party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) The obligations of the Company and Sellers under this Section 2.6 shall survive the completion of any offering of Shares in a registration statement under this Section 2, and otherwise.

(f) Notwithstanding the foregoing, except to the extent set forth herein with respect to indemnification of the Company to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

2.7 Expenses of Registrations. The Company shall bear and pay all expenses, other than underwriting discounts, brokers' commissions and the like, incurred in connection with any registration, filing or qualification pursuant to this Section 2, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees relating or apportionable thereto, and the fees and disbursements of counsel and accountants for the Company. The Sellers shall be responsible for all underwriting discounts, brokers' commissions and the like with respect to their respective Shares and any other fees and expenses incurred by them or on their behalf (including, without limitation, fees and expenses of their own counsel and advisors).

2.8 Assignment of Registration Rights. The rights to cause the Company to register Shares pursuant to this Section 2 may not be assigned; provided however, that each Seller that is a trust may assign its rights under this Agreement to the beneficiaries of such trust in connection with the distribution of Shares to such beneficiaries.

2.9 Termination of Registration Rights. The right of any Seller to request inclusion in any registration pursuant to Section 2 shall terminate 5 years after the date hereof.

3. Miscellaneous.

3.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles to the extent that such principles would require the application of laws other than the laws of the State of Florida. Venue for any action brought hereunder shall be in Miami-Dade County, Florida and the parties hereto waive any claim that such forum is inconvenient.

3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Such counterparts may be delivered by telecopy or other electronic means.

3.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.5 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered in person or sent by telecopy or by a national overnight courier service, postage prepaid, addressed as follows: if to the Company, addressed to MasTec, Inc. 800 S. Douglas Road, 12th Floor, Coral Gables, FL 33134 , telecopy number 305-599-1800, Attention: General Counsel, with a copy to its counsel, Greenberg Traurig, P.A., 1221 Brickell Avenue, Miami, Florida 33131, telecopy number 305-961-5722, Attention: Barbara J. Oikle, Esq.; if to any Seller, addressed to the Seller Representative at 16553 37th Street SE Fargo, ND 58103 facsimile No.: (701) 282-6166; or such other address or number as shall be furnished in writing by any such party, and such notice or communication shall be deemed to have been given as of the date so delivered by telecopier, telex or mail.

3.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Shareholder Representative.

3.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.8 Entire Agreement; Waiver. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof, and supersede any previous agreement or understanding between or among the parties with respect to such subjects, including, without limitation, the Prior Agreement.

3.10 Dispute Resolution. If the parties should have a material dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder, then the parties will resolve such dispute in the following manner: (i) any party may at any time deliver to the others a written notice setting forth a brief description of the issue for which such notice initiates the dispute resolution mechanism contemplated by this Section 3.10; (ii) during the forty-five (45) day period following the delivery of the notice described in Section 3.10(i) above, appropriate representatives of the various parties will meet and seek to resolve the disputed issue through negotiation then within thirty (30) days after the period described in Section 3.10(ii) above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Miami, Florida in accordance with the then existing rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the State of Florida, regardless of principles of conflicts of laws. In any arbitration pursuant to this Agreement, (i) discovery shall be allowed and governed by the Florida Code of Civil Procedure and (ii) the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three (3) members with experience in securities transactions, one of whom shall be appointed by each of the respective parties and the third of whom shall be the chairman of the panel and be appointed by mutual agreement of said two party-appointed arbitrators. In the event of failure of said two arbitrators to agree within sixty (60) days after the commencement of the arbitration proceeding upon the appointment of the third arbitrator, the third arbitrator shall be appointed by the AAA in accordance with the Rules. In the event that either party shall fail to appoint an arbitrator within thirty (30) days after the commencement of the arbitration proceedings, such arbitrator and the third arbitrator shall be appointed by the AAA in accordance with the Rules. Nothing set forth above shall be interpreted to prevent the parties from agreeing in writing to submit any dispute to a single arbitrator in lieu of a three (3) member Board of Arbitration. Upon the selection of the Board of Arbitration (or if the parties agree otherwise in writing, a single arbitrator), an award or decision shall be rendered within in more than forty-five (45) days. Notwithstanding the foregoing, the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration and may be adjudicated only by the courts of the State of Florida or the U.S. District Court in Florida.

[*Signature Page to Follow*]

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

MASTEC, INC.

By: /s/ Robert E. Apple
Name: Robert E. Apple
Its: Chief Operating Officer

SELLERS:

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

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

Wanzek Construction 2008 Irrevocable Trust

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

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

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

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

Jon L. Wanzek Two-Year Irrevocable Annuity Trust

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

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

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

Exhibit 10.3

December 16, 2008

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

Ladies and Gentlemen:

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

Borrowers have advised the Agent and the Lenders that MasTec North America, Inc., a Florida corporation ("MasTec North America"), has entered into a Stock Purchase Agreement dated as of October 4, 2008, as amended by that certain First Amendment to Stock Purchase Agreement dated as of December 2, 2008, and that certain Second Amendment to Stock Purchase Agreement dated as of December 13, 2008 (the "Purchase Agreement"), with Wanzek Construction, Inc., a North Dakota corporation ("Wanzek"), Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust ("Wanzek QTIP"), Janet L. Wanzek, a North Dakota resident ("Janet Wanzek"), Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust ("Wanzek IDIT"), Jon L. Wanzek, a North Dakota resident ("Jon Wanzek"), and Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust ("Wanzek GRAT"; Wanzek QTIP, Janet Wanzek, Wanzek IDIT, Jon Wanzek, and Wanzek GRAT are collectively referred to herein as "Sellers" and individually as "Seller"), and Jon Wanzek in his capacity as Sellers' Representative ("Sellers' Representative") pursuant to which MasTec North America proposes to purchase from Sellers and Sellers propose to sell to MasTec North America all of the issued and outstanding capital stock of Wanzek (the "Wanzek Stock"). The foregoing transaction is hereinafter referred to as the "Wanzek Acquisition".

Borrowers acknowledge that pursuant to Section 10.2.13 of the Loan Agreement, Borrowers may not consummate the Wanzek 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 the amount of the Purchase Price, the Wanzek Acquisition will constitute a Permitted Acquisition under the Loan Agreement and have requested, notwithstanding the fact that the Purchase Price of the Wanzek Acquisition exceeds the amount permitted under the Loan Agreement, that the Agent and the Lenders acknowledge and consent to the Wanzek Acquisition as a Permitted Acquisition under the Loan Agreement.

The Agent and the Lenders are willing to acknowledge and consent to the Wanzek Acquisition as a Permitted Acquisition, 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 Wanzek Acquisition as a Permitted Acquisition . At the request of Borrowers, the Agent and the Lenders hereby acknowledge and consent to the Wanzek 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 Wanzek Acquisition (which closing date shall be no later than January 2, 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 clause (c) of the definition of "Permitted Acquisition";

(ii) The Purchase Price of the Wanzek Acquisition does not exceed $182,475,000 (excluding any earn-out payments due Sellers after the date hereof), which Purchase Price shall consist of (A) $50,000,000 in cash, (B) $62,475,000 in Equity Interests of MasTec (subject to fluctuations in value based on market conditions), (C) the assumption by MasTec of $15,000,000 of indebtedness owing by Wanzek, and (D) the incurrence of Subordinated Debt in the principal amount of $55,000,000; and

(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.

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

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

Applicable Margin — a percentage equal to 1.25% with respect to Revolver Loans that are Base Rate Loans and 2.50% with respect to Revolver Loans that are LIBOR Loans; provided, that commencing on the first day of the calendar month immediately succeeding the third Business Day (each an "Adjustment Date") after Agent's receipt of the applicable financial statements and corresponding Compliance Certificate for each Fiscal Quarter ending on or after June 30, 2009, the Applicable Margin shall be increased or (if no Default or Event of Default exists) decreased, on a quarterly basis according to the performance of Borrowers as measured by the Leverage Ratio for the immediately preceding Fiscal Quarter of Borrowers, as follows:

Level	Leverage Ratio	Applicable LIBOR Margin	Applicable Base Rate Margin
I	≥ 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	≥ 2.00 to l.00 but < 3.00 to 1.00	2.50%	1.25%
IV	≥ 1.50 to l.00 but < 2.00 to 1.00	2.25%	1.25%
V	≥ 1.00 to l.00 but < 1.50 to 1.00	2.125%	1.25%
VI	< 1.00 to 1.00	2.00%	1.25%

(b) By deleting the definitions of "Base Rate" and "Federal Funds Rate" contained in Section 1.1 of the Loan Agreement, and by substituting in lieu thereof the following new definitions, in proper alphabetical sequence:

Base Rate — for any day, a per annum rate equal to the greater of (a) the Prime Rate for such day; (b) the Federal Funds Rate for such day, plus 0.50%; or (c) Adjusted LIBOR Rate for a 30 day interest period as determined on such day, plus 1.00%.

Federal Funds Rate — (a) the weighted average of interest rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on the applicable Business Day (or on the preceding Business Day, if the applicable day is not a Business Day), as published by the Federal Reserve Bank of New York on the next Business Day; or (b) if no such rate is published on the next Business Day, the average rate (rounded up, if necessary, to the nearest 1/8 of 1%) charged to BofA on the applicable day on such transactions, as determined by Agent.

(c) By adding the following new definitions of "Defaulting Lender", "Prime Rate" and "Wanzek Sellers" to Section 1.1 of the Loan Agreement, in proper alphabetical sequence:

Defaulting Lender — any Lender that (a) fails to make any payment or provide funds to Agent or any Borrower as required hereunder or is in breach of or fails otherwise to perform its obligations under any Loan Document, and such failure is not cured within one Business Day, or (b) is the subject of any Insolvency Proceeding.

Prime Rate — the rate of interest announced by BofA from time to time as its prime rate. Such rate is set by BofA on the basis of various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate. Any change in such rate announced by BofA shall take effect at the opening of business on the day specified in the public announcement of such change.

Wanzek Sellers — shall have the meaning ascribed to "Sellers" in that certain Stock Purchase Agreement dated as of October 4, 2008, as at any time amended, modified, restated or supplemented, among MasTec, MasTec North America, Wanzek Construction, Inc., a North Dakota corporation, Trust B under the Amended and Restated Living Trust of Leo Wanzek dated February 2, 2000, a North Dakota trust, Janet L. Wanzek, a North Dakota resident, Wanzek Construction 2008 Irrevocable Trust, a North Dakota trust, Jon L. Wanzek, a North Dakota resident, and Jon L. Wanzek 2008 Two-Year Irrevocable Annuity Trust, a North Dakota trust, and Jon Wanzek in his capacity as sellers' representative.

(d) By adding a new subclause (z) to Section 2.3.1(i) of the Loan Agreement, so that Section 2.3.1(i) of the Loan Agreement reads in its entirety as follows:

(i) Each Borrower acknowledges that Issuing Bank's willingness to issue any Letter of Credit is conditioned upon Issuing Bank's receipt of (A) an LC Application with respect to the requested Letter of Credit and (B) such other instruments and agreements as Issuing Bank may customarily require for the issuance of a letter of credit of equivalent type and amount as the requested Letter of Credit. Issuing Bank shall have no obligation to issue any Letter of Credit unless (x) Issuing Bank receives an LC Request and LC Application at least 3 Business Days prior to the date of issuance of a Letter of Credit, (y) each of the LC Conditions is satisfied on the date of Issuing Bank's receipt of the LC Request and at the time of the requested issuance of a Letter of Credit, and (z) if a Defaulting Lender exists, such Lender or Borrowers have entered into arrangements satisfactory to Agent and Issuing Bank to eliminate any funding risk associated with the Defaulting Lender. Any Letter of Credit issued on the Closing Date shall be for an amount in Dollars that is greater than $250,000.

(e) By adding the following new sentences to the end of Section 2.3.3 of the Loan Agreement:

Notwithstanding the foregoing, Borrowers shall Cash Collateralize the LC Obligations of any Defaulting Lender (i) immediately upon demand therefor by Issuing Bank or Agent, if Issuing Bank or Agent states in such demand that a draw has been requested or is reasonably anticipated to be requested under any Letter of Credit (in which case only the Defaulting Lender's LC Obligations with respect to such draw shall be required to be Cash Collateralized), and, (ii) in any case, within ninety (90) days after demand therefor by Issuing Bank or Agent. In the event that (x) a Defaulting Lender assigns all of its rights and obligations under the Loan Documents pursuant to **Section 13.17** or otherwise in accordance with this Agreement, or (y) Agent confirms in writing to Borrowers that Cash Collateralization of the LC Obligations of such Defaulting Lender is no longer required by Agent or Issuing Bank, then any Cash Collateral provided by Borrowers with respect to the LC Obligations of such Defaulting Lender shall be released.

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

3.2.1 Unused Line Fee. Borrowers shall pay to Agent for the Pro Rata benefit of Lenders a fee equal to (i) 0.500% per annum of the amount by which the Average Revolver Loan Balance for any month (or portion thereof that the Commitments are in effect) is less than the aggregate amount of the Revolver Commitments; provided that if the Average Revolver Loan Balance for the immediately preceding Fiscal Quarter (or portion thereof) is greater than 50% of the aggregate amount of the Revolver Commitments, then such fee shall be 0.375% per annum of the amount by which the Average Revolver Loan Balance for such month (or portion thereof) is less than the aggregate amount of the Revolver Commitments, in each case such fee to be paid on the first day of the following month, provided that, if the Commitments are terminated on a day other than the first day of a month, then any such fee payable for the month in which termination occurs shall be paid on the effective date of such termination.

(g) By deleting the reference to "0.65%" contained in Section 3.2.2(a)(i) of the Loan Agreement, and by substituting in lieu thereof a reference to "1.00%", so that Section 3.2.2 of the Loan Agreement reads in its entirety as follows:

3.2.2 LC Facility Fees. Borrowers shall pay: (a)(i) to Agent, for the Pro Rata account of each Lender for all Letters of Credit, the Applicable Margin in effect for Revolver Loans that are LIBOR Loans on a per annum basis based on the average amount available to be drawn under Letters of Credit outstanding and all Letters of Credit that are paid or expire during the period of measurement (or, with respect to each Letter of Credit that is secured by cash deposited by Borrowers into the Cash Collateral Account on terms satisfactory to Agent, 1.00% on a per annum basis based on the average amount available to be drawn under all such cash-collateralized Letters of Credit outstanding and all such cash-collateralized Letters of Credit that are paid or expire during the period of measurement), in each case payable monthly, in arrears, on the first Business Day of the following month; (ii) to Agent, for its own account a Letter of Credit fronting fee of 0.125% per annum based on the average amount available to be drawn under all Letters of Credit outstanding and all Letters of Credit that are paid or expire during the period of measurement, payable monthly, in arrears, on the first Business Day of the following month; and (iii) to Issuing Bank for its own account all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of all Letters of Credit.

(h) By deleting Section 4.2 of the Loan Agreement, and by substituting in lieu thereof the following new Section 4.2:

4.2 Defaulting Lender. Agent may (but shall not be required to), in its discretion, retain any payments or other funds received by Agent that are to be provided to a Defaulting Lender hereunder, and may apply such funds to such Lender's defaulted obligations or readvance the funds to Borrowers in accordance with this Agreement. The failure of any Lender to fund a Loan, to make any payment in respect of LC Obligations or to otherwise perform its obligations hereunder shall not relieve any other Lender of its obligations, and no Lender shall be responsible for default by another Lender. Lenders and Agent agree (which agreement is solely among them, and not for the benefit of or enforceable by any Borrower) that, solely for purposes of determining a Defaulting Lender's right to vote on matters relating to the Loan Documents and to share in payments, fees and Collateral proceeds thereunder, a Defaulting Lender shall not be deemed to be a "Lender" until all its defaulted obligations have been cured.

(i) By adding the following new sentence to the end of Section 10.2.6 of the Loan Agreement:

Notwithstanding the foregoing, in no event shall any Obligor prepay or redeem that certain Negotiable Subordinated Convertible Note dated December ___, 2008, in the original principal amount of $55,000,000, made by MasTec North America, payable to the order of Jon L. Wanzek, in his capacity as sellers' representative thereunder, without the prior written consent of Agent and Required Lenders.

(j) By deleting Section 13.17 of the Loan Agreement, and by substituting in lieu thereof the following new Section 13.17:

13.17 Replacement of Certain Lenders. If a Lender (a) is a Defaulting Lender, or (b) fails to give its consent to any amendment, waiver or action for which consent of all Lenders was required and Required Lenders consented, then, in addition to any other rights and remedies that any Person may have, Agent may, by notice to such Lender within 90 days after such event, require such Lender to assign all of its rights and obligations under the Loan Documents to Eligible Assignee(s) specified by Agent, pursuant to appropriate Assignment and Acceptance(s) and within 20 days after Agent's notice. Agent is irrevocably appointed as attorney-in-fact to execute any such Assignment and Acceptance if the Lender fails to execute same. Such Lender shall be entitled to receive, in cash, concurrently with such assignment, all amounts owed to it under the Loan Documents, including all principal, interest and fees through the date of assignment (but excluding any prepayment charge).

3. Prior Consent Letter. This letter amendment supersedes and replaces in its entirety that certain letter agreement dated October 1, 2008 (the "Prior Consent Letter"), among Agent, Lenders and Obligors, pursuant to which Agent and Lenders consented to the purchase by MasTec North America of all of the issued and outstanding capital stock of Wanzek, pursuant to the terms of the Purchase Agreement as in effect on October 4, 2008, prior to the amendment thereof by the First Amendment. Agent's and Lenders' consent to the Wanzek Acquisition, as described in this letter amendment, is subject to the terms and conditions set forth herein and shall be governed exclusively by this letter amendment and the Loan Agreement. Any prior written or oral agreement with respect to the same or similar subject matter or transactions described herein, including, without limitation, the Prior Consent Letter, are void and of no further force or effect.

4. Additional Inducements. To induce the Agent and the Lenders to enter into this 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 Wanzek 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 Wanzek Acquisition.

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 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 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 letter amendment .

[Remainder of page intentionally left blank.]

This 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 letter amendment may be executed in any number of counterparts and by different parties to this letter amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same amendment. Any signature page counterpart delivered by a party by facsimile transmission shall be deemed to be an original signature page counterpart hereto.

Very truly yours,

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

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

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: /s/ Peter DiBiasi
Name: Peter DiBiasi
Title: Authorized Signatory

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Alex M. Council
Name: Alex M. Council
Title: Vice President

SIEMENS FINANCIAL SERVICES, INC.,
as a Lender

By: /s/ Sharon Prusakowski
Name: Sharon Prusakowski
Title: Vice President

By: /s/ James Fuller
Name: James Fuller
Title: Vice President and Co-Head

[Signatures continue on following page.]

BORROWERS:

MASTEC, INC.

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

MASTEC TC, INC.

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

MASTEC FC, INC.

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

MASTEC CONTRACTING COMPANY, INC.

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

MASTEC SERVICES COMPANY, INC.

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

MASTEC OF TEXAS, INC.

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

MASTEC NORTH AMERICA, INC.

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

MASTEC ASSET MANAGEMENT COMPANY, INC.

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

CHURCH & TOWER, INC.

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

POWER PARTNERS MASTEC, LLC

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

GLOBETEC CONSTRUCTION, LLC

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

THREE PHASE LINE CONSTRUCTION, INC.

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

PUMPCO, INC.

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

NSORO ACQUISITION, LLC

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

GUARANTORS:

PHASECOM SYSTEMS INC.

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

INTEGRAL POWER & TELECOMMUNICATIONS CORPORATION, LTD.

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

MASTEC NORTH AMERICA AC, LLC

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

THREE PHASE ACQUISITION CORP.

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

ACKNOWLEDGMENT

The undersigned hereby acknowledges (i) receipt of a copy of the foregoing letter amendment to the Second Amended and Restated Loan and Security Agreement (the "Letter Amendment"), (ii) consents to Borrowers' execution thereof, (iii) acknowledges the restrictions contained in Section 10.2.6 of the Loan Agreement (as amended by the Letter Amendment) on the prepayment and redemption of the Negotiable Subordinated Convertible Note dated December ___, 2008, in the original principal amount of $55,000,000, made by MasTec North America, payable to the order of the undersigned, and (iv) agrees to be bound thereby. All capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Letter Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgment on behalf of himself and the Sellers as of December 16, 2008.

/s/ Jon L. Wanzek [SEAL]

JON L. WANZEK, as Sellers' Representative

Exhibit 99.1

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

800 S. Douglas Road, 12th Floor
Coral Gables, Florida 33134
Tel: 305-599-1800
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For Immediate Release

MasTec Completes the Acquisition of Wanzek Construction, Inc.

Coral Gables, FL (December 17, 2008) — MasTec, Inc. (NYSE: MTZ) today announced that it has completed its previously disclose acquisition of Wanzek Construction, Inc. The final terms included a payment of $50 million in cash, 7.5 million shares of MasTec common stock, seller financing through a $55 million convertible note, the assumption of $15 million of Wanzek's debt and a two year earnout equal to 50% of Wanzek's EBITDA in excess of $40 million per year. The convertible note matures in December 2013, has an annual coupon rate of 8% and converts into MasTec stock at a $12 conversion price. The stock initially issued to the seller in the transaction will be subject to a six month no sale lock-up provision.

The acquisition extends MasTec's presence in the growing alternative energy and infrastructure construction markets and expands the scope of the Company's recent diversification efforts. In addition to its focus on wind farm construction, Wanzek also has construction operations in natural gas processing plants and compressor stations, electrical power generating plants, industrial processing facilities, roads and bridges and other heavy/civil projects. Wanzek anticipates calendar year 2008 annual revenue of approximately $400 million, with 2008 EBITDA expected to be approximately $45 million.

The financial impact of the Wanzek acquisition is included in the Company's recently issued 2009 guidance. MasTec's revenue for 2009 is expected to be between $1.95 and $2.0 billion and earnings are expected to be between $1.05 and $1.15 per diluted share.

Jose Mas, MasTec's President and CEO noted, "Wanzek is an exceptional company and we are excited to close the transaction and begin joint operations with its highly-skilled management team and workforce. Its diversified and high-quality customer base is a great addition to the MasTec portfolio."

Wanzek Construction, Inc.
Reconciliation of Non-GAAP Disclosures- Unaudited

Wanzek EBITDA Reconciliation (in thousands)	2008
2008 Forecast net income	$23,364
Depreciation and Amortization	4,942
Interest, net	290
Income tax provision	16,404
2008 Forecast EBITDA	$45,000

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

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act. These statements are based on management's current expectations and are subject to a number of risks, uncertainties, and assumptions, including our ability to retain qualified personnel and key management and integrate Wanzek with MasTec within the expected timeframes and achieve the revenue, cost savings and earnings levels from the acquisition at or above the levels projected; our revenues, margins and earnings per share may differ from that projected; that we may be impacted by business and economic conditions affecting us or our customers, including economic downturns, reduced capital expenditures, consolidation and technological and regulatory changes in the industries we serve and any liquidity issues related to our securities held for sale; material changes in estimates for legal costs or case settlements; adverse determinations on any claim, lawsuit or proceeding; the highly competitive nature of our industry; our dependence on a limited number of customers; the ability of our customers to terminate or reduce the amount of work, or in some cases prices paid for services under many of our contracts; the adequacy of our insurance, legal and other reserves and allowances for doubtful accounts; any exposure related to our recently sold DOT projects and assets; restrictions imposed by our credit facility and senior notes; the outcome of our plans for future operations, growth, and services, including backlog and acquisitions; as well as other risks detailed in our filings with the Securities and Exchange Commission. Actual results may differ significantly from results expressed or implied in these statements. We do not undertake any obligation to update forward-looking statements.