

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2002

Commission File Number 001-08106

MASTEC, INC.

(Exact name of registrant as specified in its charter)

Florida

State or other jurisdiction
of incorporation or organization)

65-0829355

(I.R.S. Employer Identification No.)

3155 N.W. 77th Avenue, Miami, FL 33122-1205
(Address of principal executive offices)

(305) 599-1800
(Registrant's telephone number,
including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Name of each exchange on which registered
Common Stock, \$.10 Par Value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Exchange Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act. Yes No .

The aggregate market value of the registrant's outstanding common stock held by non-affiliates of the registrant computed by reference to the price at which the common stock was last sold as of the last business day of the registrant's most recently completed second fiscal quarter was \$194,105,323 (based on a closing price of \$7.36 per share for the registrant's common stock on the New York Stock Exchange on June 28, 2002). There were 48,035,674 shares of common stock outstanding as of March 21, 2003.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement relating to the 2003 Annual Meeting of Shareholders to be held on May 30, 2003 are incorporated by reference in Part III of this Annual Report on Form 10-K.

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PART I

ITEM 1. BUSINESS

Cautionary Statement Regarding Forward-Looking Statements

Except for historical information, the matters discussed below may contain forward-looking statements, such as statements regarding our future growth and profitability, growth strategy and anticipated trends in the industries and economies in which we operate. These forward-looking statements are based on our current expectations and are subject to a number of risks, uncertainties and assumptions, including that our revenue or profit may differ from that projected, that we may be further impacted by slowdowns in our clients' businesses or deterioration in our clients' financial condition, that our reserves may be inadequate or our equity investments may be impaired, that the outcome of pending litigation may be adverse to us and that we may experience increased costs associated with realigning our business or may be unsuccessful in those efforts. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from results expressed or implied in any forward-looking statements made by us. These and other risks are detailed in this annual report and in other documents filed by us with the Securities and Exchange Commission. We do not undertake any obligation to revise these forward-looking statements to reflect future events or circumstances.

General

We are a leading end-to-end infrastructure service provider offering services in telecommunications, broadband, intelligent traffic systems, and energy markets to a broad range of clients in North America and Brazil.

We design, build, install, maintain and upgrade external networks and other facilities for our clients. We are one of the few national, multi-disciplinary infrastructure providers that furnishes a comprehensive solution to our clients' infrastructure needs ranging from basic installation and construction to sophisticated engineering, design and integration. Our diverse and long-standing client base, experienced management and integrated value added service offering provide a stable base of repeat business and enable us to quickly and efficiently meet client demands.

Our strategy is to use these competitive strengths to increase market share in the fragmented network infrastructure industry by expanding

relationships across multiple service offerings with long-time clients and selected new clients who have both financial liquidity and end-user customers. We target predictable recurring maintenance and upgrade work under exclusive, multiple year master service and other agreements. We are also focused on leveraging our administrative base and achieving other cost savings and efficiencies through better utilization of our equipment, facilities and personnel and through economies of scale.

In the third quarter of 2002, we initiated an organizational efficiency plan designed to improve gross margins and reduce general and administrative costs. The majority of the expenses associated with this plan were incurred in the fourth quarter of 2002. There can be no assurance that we will be able to effect the plan or that the plan will result in the expected benefits.

Clients

Our more than 200 clients include some of the largest and most prominent companies in the communications, broadband, intelligent traffic services, and energy fields, including:

- - incumbent local exchange carriers
- - cable television operators
- - long distance carriers
- - satellite TV service providers
- government agencies such as state, departments of transportation, municipalities and the Department of Defense
- public and private energy companies
- financial institutions

Services and Markets

We design, build, install, maintain, upgrade and monitor the physical facilities used to provide end-to-end voice, video and data service from the provider's central office, switching center or cable television head-end to the ultimate consumer's home or business. We provide similar services to electrical and other utility providers. We provide these services both externally on public or private rights-of-ways or in our clients' premises. Our services include:

- - comprehensive project management, coordination, consulting and administration,
- - designing conduit networks and fiber rings,
- - placing and splicing fiber optic, coaxial and copper cable; excavating trenches in which to place the cable; and furnishing and placing related structures such as poles, anchors, conduits, manholes, cabinets and closures,
- - overhead and underground installation and maintenance of electrical and other utilities' transmission and distribution networks, substation construction and maintenance,
- - placing drop lines from our clients' main distribution terminals to their customer's home or business,
- - installing set-top boxes, satellite dishes and other connection devices in homes and businesses,
- - erecting wireless communication towers, constructing related structures and installing associated equipment,
- - designing and installing intelligent traffic networks,
- - engineering, furnishing and installing integrated voice, video and data networks inside client premises,
- - systems integration, which includes selecting, configuring and installing software, hardware and other computing and communications equipment and cabling to provide an integrated computing and communications system,
- - procuring materials,
- - providing acceptance testing and as-built documentation, and
- - maintaining, upgrading, removing and replacing these systems.

Backlog

At December 31, 2002 and 2001, we had a backlog in our domestic operations of approximately \$1.2 billion and \$1.4 billion, respectively. Our backlog consists of the uncompleted portion of services we are to perform under project-specific contracts as well as estimated work on master service agreements. We expect to complete most of our project-specific backlog as of December 31, 2002 during the next 18 months. Our backlog also includes certain master service agreements that contain 3 to 5 year terms.

Sales and Marketing

We market our services individually and in combination to provide the most efficient and effective solution to meet our clients' demands, which increasingly require resources from multiple disciplines. Through our unified "MasTec"(R) brand and an integrated organizational structure designed to permit rapid deployment of labor, equipment and materials, we are able quickly and efficiently to allocate resources to meet client needs.

We have developed a marketing plan emphasizing the "MasTec"(R) registered service mark and an integrated service offering to position ourselves as a seamless, end-to-end nationwide infrastructure services solution, providing services ranging from basic installation to sophisticated engineering, design and integration. We believe our long-standing relationships with our clients and reputation for reliability and efficiency facilitate our repeat business. Our marketing efforts are principally carried out by the management of our service offerings, most of whom have many years' experience in the industries they serve, both at the service provider level and in some cases with the clients we serve. Our service offering leadership markets to existing and potential clients to negotiate new contracts or to be placed on lists of vendors invited to submit proposals for master service agreements and individual projects. Our executive management supplements their efforts at the national level. We also market through salespeople and our corporate marketing department.

Safety and Insurance/Risk Management

Performance of our services requires the use of equipment and exposure to conditions that can be dangerous. Although we are committed to a policy of operating safely and prudently, we have been and will continue to be subject to claims by team members, customers and third parties for property damage and personal injuries resulting from the performance of our services. We perform on-site services using team members who have completed our applicable safety and training programs. Our policies require that team members complete the prescribed training and service program for which they work in addition to those required by applicable law.

We are committed to ensuring that our team members perform their work safely and strive to instill safe work habits in all of our team members. We evaluate our team members not only on the basis of the efficiency and quality of their work but also on their safety records and the safety records of the team members they supervise. We also hold regular training sessions and seminars with our team members devoted to safe work practices. We have established a company-wide safety committee to share best practices and to monitor and improve compliance with safety regulations.

The primary claims we face in our operations are workers' compensation, automobile liability and various general liabilities. We maintain insurance policies with respect to these risks, but these policies are subject to deductibles for workers' compensation, automobile liability and general liability up to \$1.0 million per claim. We have umbrella coverage up to a policy limit of \$50.0 million and no stop loss coverage for the 2002-2003 policy period. An independent third party actuarially determines any liabilities for unpaid claims and associated expenses, including incurred but not reported losses, and we reflect those liabilities on our balance sheet as an accrued liability. We continually review these claims and expenses and the appropriateness of the accrued liability.

Suppliers and Materials

Our clients supply the majority of the raw materials and supplies necessary to carry out our contracted work. We obtain materials and supplies for our own account from independent third-party providers and do not manufacture any significant amount of materials or supplies for resale. We are not dependent on any one supplier for any materials or supplies that we obtain for our own account. We have not experienced any significant difficulty in obtaining an adequate supply of materials and supplies.

We use independent contractors to perform portions of our services and to manage work flow. These independent contractors typically are sole proprietorships or small business entities. Independent contractors typically provide their own employees, vehicles, tools and insurance coverage. We are not dependent on any single independent contractor. Our contracts with our subcontractors typically contain provisions limiting our obligation to pay the subcontractor if our client has not paid us. These payment limitation provisions may not be available to us in certain cases.

Competition

There is no dominant provider in the network infrastructure services industry. The industry is highly fragmented and we compete with other companies in most of the markets in which we operate ranging from small independent firms servicing local markets to larger firms servicing regional and national markets. We also face competition from existing or prospective clients who employ in-house personnel to perform some of the same types of services we provide. Historically, there have been relatively few significant barriers to entry into the markets in which we operate and, as a result, any organization that had adequate financial resources and access to technical expertise may become one of our competitors. We are, however, one

of the few providers with a nationwide comprehensive services offering.

We believe our clients consider a number of factors in choosing a service provider, including technical expertise and experience, financial and operational resources, nationwide presence, industry reputation and dependability. A significant portion of our revenue is currently derived from unit price agreements and price historically has often been the principal factor in determining whether the services provider is awarded the work on smaller, less complex projects. Smaller competitors are sometimes able to win bids for these projects based on price alone due to their lower costs and financial return requirements. We believe our size, nationwide presence, integrated value added service offering, financial strength, bonding capacity and reputation provide a competitive advantage in obtaining larger, more complex infrastructure projects and gaining market share in the fragmented infrastructure services industry. There can be no assurance, however, that our competitors will not develop the expertise, experience and resources to provide services that are superior in both price and quality to our services or that we will be able to maintain or enhance our competitive position.

Regulation

Our operations are subject to various federal, state and local laws, including:

- contractor licensing requirements,
- building and electrical codes,
- permitting and inspection requirements, and
- regulations related to labor relations, worker safety, and environmental protection.

We believe we have all material licenses and permits required to conduct our operations and that we are in substantial compliance with all applicable regulatory requirements.

Employees

As of December 31, 2002, we had approximately 7,100 team members in North American operations and approximately 2,930 in Brazil. The total number of our team members is down from December 31, 2001 by approximately 500. Approximately 300 of our team members are represented by labor unions, principally the Communication Workers of America or the International Brotherhood of Electrical Workers. We believe that our employee relations are good.

Recruiting. Our primary hiring sources for our team members include promotion from within, team member referrals, print and Internet advertising and direct recruiting. We attract and retain team members by offering technical training opportunities, bonus opportunities, stock ownership, competitive salaries, and a comprehensive benefits package. Our "MasTec"(R) brand and integrated service offering also has created a unified corporate culture that we believe helps attract and retain team members. Team members are exposed to numerous technologies being deployed by our clients which serves as a recruitment tool. We attract talent from numerous sources including higher learning institutions, colleges, and industry.

Training and Career Development. We believe that our continuous focus on training and career development helps us to retain our team members. Team members participate in on-going educational programs, many of which are internally developed, to enhance their technical and management skills through classroom and field training. Manufacturers of telecommunications equipment also sponsor training programs covering the installation and maintenance of their equipment, which our team members regularly attend. We also provide opportunities for promotion and mobility within our integrated service organization that we believe helps retain our team members.

Available Information

A copy of this Annual Report on Form 10-K, as well as our Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to these reports, are available free of charge on the Internet at our website, www.mastec.com, as soon as reasonably practicable after we electronically file these reports with, or furnish these reports to, the Securities and Exchange Commission. The reference to our website address does not constitute incorporation by reference of the information contained on the website and should not be considered part of this report.

Alternatively, you may access these reports at the Securities and Exchange Commission's Internet website, www.sec.gov.

Other

We are organized as a Florida corporation. Our predecessor company was formed in 1969, and we have operated as "MasTec" since 1994.

Risk Factors

This report includes forward-looking statements that are necessarily subject to various risks and uncertainties. These statements are based on current expectations and assumptions which management believes are reasonable and on information currently available to management. Actual results could differ materially from those contemplated by the forward-looking statements. Although MasTec is not able to predict all the factors that may affect future results, some of the factors, many of which have been disclosed previously, that could cause future results to differ materially from those expressed or implied by forward-looking statements or from historical results include the following:

The industries we serve are subject to consolidation and rapid technological and regulatory change.

We derive and anticipate that we will continue to derive a substantial portion of our revenue from customers in the telecommunications industry. The telecommunications industry is subject to rapid changes in technology and governmental regulation. Changes in technology may reduce the demand for the services we provide. New or developing technologies could displace the wireline systems used for the transmission of voice, video and data, and improvements in existing technology may allow telecommunications providers to significantly improve their networks without physically upgrading them. Additionally, the telecommunications industry has been characterized by a high level of consolidation that may result in the loss of one or more customers. The energy and broadband industries have also entered into a phase of deregulation and consolidation similar to the telecommunications industry, which could lead to the same uncertainties as in the telecommunications industry.

Economic slowdown or increased international political instability may have an adverse effect on our business and results of operations.

If the economy remains slow, our customers may not outsource projects to us. Additionally, the recent international political instability, demonstrated by enhanced security measures, terrorist threats, the war in Iraq, and increasing tension in the Middle East and Korea, may have an adverse effect on our business. Items that could impact our business include:

- demand for our services,
- cost of fuel,
- availability of financing,
- delay or cancellation of new projects,
- potential bankruptcies,
- availability of insurance at reasonable rates, and
- additional security precautions.

If the economic slowdown or international political instability continues or increases, our business, results of operations and the market price of our common stock could be adversely affected.

The volume of work we receive is dependent on our customers' financial resources and ability to obtain capital.

The volume of work awarded under contracts with certain of our telecommunications and energy customers is subject to periodic appropriations or rate increase approvals during each contract's term. If a customer fails to receive sufficient appropriations or rate increase approvals, that customer could reduce the volume of work that it awards to us or delay its payments to us. In addition, financing conditions for the telecommunications and energy industries could adversely affect our customers and their ability or willingness to fund capital expenditures in the future. We currently derive a significant portion of our revenue from our master service contracts and master service-like agreements. Under these contracts, our customers have no obligations to undertake any infrastructure projects or other work with us. A significant decline in the work our customers assign us could materially and adversely affect our results of operations by decreasing the amount of revenue we receive.

Our industry is highly competitive.

The industries in which we operate are highly competitive. Additionally, many of our customers provide the same type of services we provide which means we face competition from our customers as well as third parties. There are relatively few significant barriers to entry into certain of the markets in which we operate, and as a result, any organization that has adequate

financial resources and access to technical expertise may become one of our competitors. We cannot be certain that our existing customers will continue to outsource services in the future. Our competitors may be able to offer similar services at a lower cost.

Some of our contracts may be canceled on short notice.

Many of our customers may cancel our long-term contracts with them on short notice, typically 90 to 180 days, even if we are not in default under the contract. Therefore, these contracts do not give us the assurances that long-term contracts typically provide. Many of our contracts, including our master service contracts, are opened to public bid at the expiration of their terms and price is often an important factor in the award of such agreements. We cannot assure you that we will be the successful bidder on our existing contracts that come up for bid. We also provide a significant portion of our services on a non-recurring, project by project basis. We could experience a material adverse effect on our results of operations and financial condition if:

- our customers cancel a significant number of contracts,
- we fail to win a significant number of our existing contracts upon re-bid, or
- we complete the required work under a significant number of our non-recurring projects and cannot replace them with similar projects.

Our business is seasonal, exposing us to variable quarterly results.

The budgetary years of many of our external network services customers end in December. As a result of the end of their budgetary years, our telecommunications customers, and particularly our incumbent local exchange customers, typically reduce their expenditures and work order requests towards the end of the year. The onset of winter also affects our ability to render external network services in certain regions of the United States. As a result, we experience reduced revenue in the first and fourth quarters of each year.

We may be unable to attract and retain qualified managers and employees.

Our business is labor intensive, and many of our operations experience a high rate of employee turnover. At times of low unemployment rates in the United States it will be more difficult for us to find qualified personnel at low cost in some areas where we operate. Additionally, our business is managed by a small number of key executive and operational officers. As we offer new services and pursue new customer markets, we will need to increase our executive and support personnel. We cannot assure you that we will be able to hire and retain the sufficient skilled labor force necessary to operate efficiently and to support our growth strategy or that our labor expenses will not increase as a result of a shortage in the supply of skilled personnel. Labor shortages or increased labor costs or the loss of key personnel could have a material adverse effect on our financial condition and our operations.

Continued efforts to streamline our business operations could significantly strain our operational infrastructure, financial resources and, if unsuccessful, our ability to meet the requirements under the Sarbanes-Oxley Act of 2002.

To manage our business effectively, we will need to continuously:

- Improve our information and financial reporting systems. We are converting our accounting systems to a fully integrated ERP software system.
- Restructure our business model. During 2002, we engaged outside consultants to assist us in a project that contemplates significant reductions in our cost structure, including reductions in leased facilities and equipment, underutilized fleet, insurance premiums, personnel and other costs. Results of operations will be adversely affected if we are unsuccessful in implementing the plan.
- Enhance our operational and financial systems and controls. We continue to take action to assure compliance with the internal controls, disclosure controls and other governance requirements of the Sarbanes-Oxley Act of 2002.

Additionally, if we are unable to expand and improve our operational infrastructure and financial and control systems, our business and results of operations may be adversely affected and we may experience continued reductions in profitability.

We are effectively self-insured against many potential liabilities.

Although we maintain insurance policies with respect to automobile,

general liability, workers' compensation and employee group health claims, those policies are generally subject to high deductibles, and we are effectively self-insured for all claims up to the amount of the applicable deductible. We actuarially determine any liabilities for unpaid claims and associated expenses, including incurred but not reported losses, and reflect those liabilities in our balance sheet as an accrued liability. We periodically review the status of such claims and expenses and the extent of the accrued liability. Because of increases in claims (primarily workers compensation claims), a weak economy, projected significant increases in medical costs and wages, lost compensation, and reductions in coverage, insurance carriers may be unwilling to provide the current levels of coverage without a significant increase in collateral requirements to cover our deductible obligations. The increased collateral requirements may be in the form of additional letters of credit because most surety firms are no longer providing surety bonds due to overall weakness in the insurance and surety markets. If our insurance claims or costs are higher than our estimates, it will reduce our profitability.

Our credit facility and senior notes impose restrictions on us.

We have a credit facility with a group of financial institutions and have outstanding 7 3/4% Senior Subordinated Notes due 2008. The terms of our indebtedness contain customary events of default and covenants that prohibit us from taking certain actions without satisfying certain financial tests or obtaining the consent of the lenders. The prohibited actions include, among other things:

- making investments in excess of specified amounts,
- incurring additional indebtedness in excess of a specified amount,
- paying dividends in excess of a specified amount,
- making capital expenditures in excess of a specified amount,
- creating certain liens,
- prepaying our other indebtedness, including the senior notes,
- engaging in mergers or combinations and
- engaging in transactions that would result in a "change of control."

Events that are beyond our control may affect our ability to comply with these provisions. If we breach any of these covenants, we could be in default under the credit facility or under the indenture relating to the senior notes. A default could accelerate the indebtedness and restrict our liquidity. In addition, these covenants may significantly restrict our ability to respond to changing business and economic conditions or to secure additional financing, if needed, and may prevent us from engaging in transactions that might otherwise be considered beneficial to us.

If we violate one or more of these covenants in the future, and we are unable to cure or obtain waivers from our lenders or amend or otherwise restructure the credit facility, we could be in default under the facility which would entitle the lenders to accelerate the repayment of amounts outstanding and terminate the facility, and we may be required to sell assets for less than their carrying value to repay any amounts outstanding under this facility. We also may be required to seek alternative sources of liquidity if our cash flows from operations are insufficient to fund our operations. As a result of these covenants, our ability to respond to changing business and economic conditions and to secure additional financing, if needed, may be restricted significantly, and we may be prevented from engaging in transactions that might otherwise be considered beneficial. Further, to the extent additional financing is needed, there can be no assurance that such financing would be available at all or on favorable terms.

We may be unable to obtain sufficient bonding capacity to support certain of service offerings.

Some of our contracts within certain service offerings require performance and payment bonds. Bonding capacity in the infrastructure industry has become increasingly difficult to obtain, and bonding companies are denying or restricting coverage to certain contractors. We are currently negotiating our bonding agreements with existing carriers and seeking additional carriers. There can be no assurance that we will be able to maintain a sufficient level of bonding capacity in the future, which could adversely impact our ability to seek work from certain clients.

We are controlled by a small number of our existing shareholders.

Jorge Mas, our Chairman, and other members of his family beneficially own approximately 49.6% of the outstanding shares of our common stock. Accordingly, they remain in a position to effectively:

- control the vote of most matters submitted to our shareholders, including any merger, consolidation or sale of all or substantially

- all of our assets,
- elect all of the members of our Board of Directors,
- prevent or cause a change in our control and
- decide whether we will issue additional common stock or other securities or declare dividends.

The Mas family's ability to exercise significant control over us may discourage, delay or prevent a takeover attempt that you might consider in your best interest and that might result in you receiving a premium for your common stock.

Our Articles of Incorporation and Florida law contain anti-takeover provisions that may make it more difficult to effect a change in our control.

Our articles of incorporation and bylaws and certain provisions of the Florida Business Corporation Act may make it difficult in some respects to effect a change in our control and replace our incumbent directors and management.

We have a "classified" or "staggered" Board of Directors and our Board of Directors has the authority to fix the rights and preferences of, and to issue our preferred stock, and to take other actions that may have the effect of delaying or preventing a change of our control without the action of our shareholders.

New York Stock Exchange Listing.

All stock exchanges have certain minimum initial and continuing listing requirements for companies. These exchange requirements include, among other items, certain average minimum stock prices, shareholders' equity, financial performance and compliance with other non-financial rules and regulations. The materialization of any risks included in this section, any financial problem or a significant decline in the price of our common stock for an extended period of time could cause us to be out of compliance with continuing listing requirements of the stock exchange. In such a case, we must in a timely manner remedy the compliance problem or successfully list on another exchange or over the counter market, or our securities could become less liquid and decrease in value.

Our foreign operations are subject to political and economic instability and foreign currency fluctuations.

We derived approximately 5.0% of our revenue during the year ended December 31, 2002 from our operations in Brazil, which are subject to the risks of political, economic or social instability, including:

- the possibility of expropriation,
- confiscatory taxation,
- recessions,
- hyper-inflation,
- other adverse governmental or regulatory developments or
- limitations on the repatriation of investment income, capital stock and other assets.

We also conduct business in foreign currencies that are subject to fluctuations in their exchange rates relative to the U.S. dollar. We monitor our currency exchange risk but we do not currently hedge against that risk. We cannot assure you that currency exchange fluctuations or other political, economic or social factors will not adversely affect our financial condition or results of operations.

ITEM 2. PROPERTIES

Our corporate headquarters is located in a 60,000 square foot building owned by us in Miami, Florida. Our principal operations are conducted from approximately 175 service facilities, none of which we believe is material to our operations because most of our services are performed on the clients' premises or on public rights of way. In addition, we believe that equally suitable alternative locations are available in all areas where we currently conduct business. We are attempting to sell our corporate headquarters and move into a smaller location in or around Miami, Florida.

We also own a substantial amount of machinery and equipment, which at December 31, 2002 had a gross value of \$253.0 million (see Note 5 to Notes to Consolidated Financial Statements). This machinery and equipment includes vans, trucks, tractors, trailers, bucket trucks, backhoes, bulldozers, directional boring machines, digger derricks, cranes and testing equipment. We obtain our equipment from various third-party vendors, none of which we depend upon, and have not experienced any difficulties in obtaining desired equipment.

ITEM 3. LEGAL PROCEEDINGS

In November of 1997, we filed two suits against Miami-Dade County seeking unpaid amounts due under several contracts between us and the county for road repair, paving, sidewalk construction and road stripping. Miami-Dade County filed counterclaims seeking recovery of amounts paid by the county to us for work that was allegedly not actually performed by one of the Company's subcontractors. Following a mediation that occurred in December of 2002, we settled all claims arising out of the litigation and paid Miami-Dade County the amount of \$2.25 million in February, 2003. Following the settlement, the litigation has been dismissed.

The labor union representing the workers of Sistemas e Instalaciones de Telecomunicacion S.A. ("Sintel"), a former MasTec subsidiary, has instigated an investigative action with a Spanish federal court that commenced in July 2001 alleging that five former members of the board of directors of Sintel, including Jorge Mas, the Chairman of the Board of MasTec, and his brother Juan Carlos Mas, approved a series of allegedly unlawful transactions that led to the bankruptcy of Sintel. We are also named as a potentially liable party. The union alleges Sintel and its creditors were damaged in the approximate amount of 13 billion pesetas (\$81.9 million at December 31, 2002 exchange rates). As discussed in prior filings, the Spanish judge has taken no action to enforce a bond order pending since July 2001 for the amount of alleged damages. A Spanish judge has met with certain of our executives, but neither we nor our executives have been served in the action.

On January 9, 2002, Harry Schipper, a MasTec shareholder, filed a shareholder derivative lawsuit in the U.S. District Court for the Southern District of Florida against us as nominal defendant and against certain current and former members of the Board of Directors and senior management, including Jorge Mas, our Chairman of the Board, and Austin J. Shanfelter, our President and Chief Executive Officer. The lawsuit alleges mismanagement, misrepresentation and breach of fiduciary duty as a result of a series of allegedly fraudulent and criminal transactions, including both the matters described above, the severance we paid our former chief executive officer, and our investment in and financing of a client that subsequently filed for bankruptcy protection, as well as certain other matters. The lawsuit seeks damages and injunctive relief against the individual defendants on MasTec's behalf. The Board of Directors has formed a special committee, as contemplated by Florida law, to investigate the allegations of the complaint and to determine whether it is in the best interests of MasTec to pursue the lawsuit. The lawsuit has been administratively dismissed without prejudice by agreement of the parties to permit the committee to complete its investigation. On July 16, 2002, Mr. Schipper made a supplemental demand on our Board of Directors by letter to investigate allegations that (a) we reported greater revenue in an unspecified amount on certain contracts than permitted under the contract terms and (b) we recognized between \$3 to \$5 million in income for certain projects on the books of two separate subsidiaries. These additional allegations have also been referred to the special committee for investigation.

We believe we have meritorious defenses to the actions described above. We are also a party to other pending legal proceedings arising in the normal course of business. While complete assurance cannot be given as to the outcome of any legal claims, we believe that any financial impact would not be material to our results of operations, financial position or cash flows.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

ITEM 4(A). EXECUTIVE OFFICERS

The following is a list of the names and ages of our executive officers as of March 21, 2003, indicating all positions and offices they hold with us. Our executive officers hold office for the term of their respective employment contract and if they do not have an employment contract, one year or until their successors are elected by our Board of Directors.

Name	Age	Position
Austin J. Shanfelter	45	President and Chief Executive Officer
Jose R. Mas	31	Executive Vice President-Business Development
Eric J. Tveter	44	Executive Vice President and Chief Operating Officer
Donald P. Weinstein	38	Executive Vice President and Chief Financial Officer

Austin J. Shanfelter has been our Chief Executive Officer and President since August 2001. From February until August 2001, Mr. Shanfelter was our Chief Operating Officer. Prior to being named Chief Operating Officer, he served as President of one of our service offerings from January 1997. Mr. Shanfelter has been in the infrastructure industry since 1981. Mr. Shanfelter has been a member of the Board of Directors of the Power and Communications Contractors Association (PCCA), an industry trade group, since 1993. He is also the Chairman of the Cable Television Contractors Council of the PCCA. Mr. Shanfelter is also a member of the Society of Cable Television Engineers since 1982 and the National Cable Television Association since 1991.

Jose R. Mas has been our Executive Vice President-Business Development since September 2001. Mr. Mas has served in a number of capacities at the operating level with us since 1991, most recently as President of one of our service offerings from May 1999 to August 2001. Mr. Mas is the brother of Jorge Mas, who is MasTec's Chairman of the Board.

Eric J. Tveter has been our Executive Vice President and Chief Operating Officer since August 2002. Prior to joining MasTec, Mr. Tveter was an executive with Comcast Corporation, Time Warner Communications, Cablevision Systems Corporation's Lightpath business unit, and Metromedia International Group, Inc., where he held various key roles in the industries served by MasTec, most recently as President of Cablevision Lightpath, Inc.

Donald P. Weinstein has been our Executive Vice President and Chief Financial Officer since January 2002. From November 1999 to April 2001, Mr. Weinstein was Senior Vice President and Chief Financial Officer of AGL Resources, Inc., a publicly traded energy services holding company, as well as President of the company's telecommunications subsidiary, AGL Networks. From August 1989 to November 1999, Mr. Weinstein was employed by Citizens Communications Co., a telecommunications and utility company, the last two years as Vice President - Planning and Development.

Other than indicated above for Jose R. Mas, there are no family relationships among the directors and executive officers.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information. Our common stock currently is listed on the New York Stock Exchange under the symbol "MTZ." The following table sets forth, for the quarters indicated, the high and low sale prices of the common stock, as reported by the New York Stock Exchange.

	Year Ended December 31,			
	2001		2002	
	High	Low	High	Low
First Quarter	\$ 24.75	\$ 12.26	\$ 8.30	\$ 5.25
Second Quarter	\$ 19.45	\$ 11.40	\$ 9.13	\$ 6.80
Third Quarter	\$ 15.42	\$ 4.30	\$ 7.65	\$ 2.40
Fourth Quarter	\$ 6.95	\$ 3.98	\$ 4.30	\$ 2.03
Year Ended December 31,				

Holders. As of March 21, 2003, there were 2,152 shareholders of record of the common stock.

Dividends. We have not declared cash dividends since our inception and we do not anticipate paying any cash dividends, but intend instead to retain any future earnings for reinvestment in our business. On February 28, 1997 and June 19, 2000, we effected three-for-two splits of our outstanding shares of common stock by paying each of our shareholders a stock dividend of one share of common stock for every two shares of common stock held by the shareholder on the record date for each split. We paid cash in lieu of fractional shares resulting from the stock splits based on the last sale price as reported on the New York Stock Exchange on the record date. All references in this Annual Report to shares of common stock or share prices have been adjusted to give retroactive effect to the stock splits.

Any future determination as to the payment of dividends will be made at the discretion of our Board of Directors and will depend upon our operating results, financial condition, capital requirements, general business

conditions and such other factors as the Board of Directors deem relevant. In addition, certain credit agreements to which we are a party restrict us from paying cash dividends or making other distributions on the common stock except in certain circumstances. See "Management's Discussion and Analysis of Financial Condition and Results of Operations-Liquidity and Capital Resources."

ITEM 6. SELECTED FINANCIAL DATA

The following table sets forth certain selected financial data, which are derived from our audited consolidated financial statements. The operating data for 1998 includes the results of our Spanish operations, 87% of which we sold effective December 31, 1998. You should read the following selected financial data together with our consolidated financial statements and their notes as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations." Historical results are not necessarily indicative of results to be expected in the future.

	Year Ended December 31,				
	1998 (1)	1999	2000	2001	2002
(dollars in thousands, except per share amounts)					
Statement of Operations Data:					
Revenue	\$1,048,922	\$1,059,022	\$1,330,296	\$1,222,580	\$ 838,055
Costs of revenue, excluding depreciation(1)	803,112	803,799	1,017,878	988,198	745,178
Depreciation	32,288	46,447	52,413	51,707	35,063
Amortization	11,025	9,701	11,042	10,810	883
General and administrative expenses (1)(5)	140,472	91,898	98,521	290,040	117,395
Goodwill impairment	-	-	-	-	79,710
Interest expense	29,580	26,673	18,283	20,426	19,237
Interest income	9,093	9,398	4,973	5,775	1,069
Other expense, net (1)(2)(3)(4)(5)	38,920	10,092	25,756	14,618	10,129
Income (losses) before (provision) benefit for income taxes, equity in earnings (losses) of unconsolidated companies and minority interest	2,618	79,810	111,376	(147,444)	(168,471)
(Provision) benefit for income taxes (1)	(12,550)	(33,266)	(45,877)	54,858	65,473
Equity in earnings (losses) of unconsolidated companies and minority interest	(3,983)	(1,818)	(352)	232	(137)
Income (loss) before cumulative effect of change in accounting principle	(13,915)	44,726	65,147	(92,354)	(103,135)
Cumulative effect of change in accounting principle	-	-	-	-	(25,671)
Net income (loss)	\$ (13,915)	\$ 44,726	\$ 65,147	\$ (92,354)	\$ (128,806)
Basic weighted average common shares outstanding (6)	41,234	41,714	46,390	47,790	47,922
Basic earnings (loss) per share before cumulative change in accounting principle	\$ (0.34)	\$ 1.07	\$ 1.40	\$ (1.93)	\$ (2.15)
Cumulative effect of change in accounting principle	-	-	-	-	(0.54)
Basic earnings (loss) per share	\$ (0.34)	\$ 1.07	\$ 1.40	\$ (1.93)	\$ (2.69)
Diluted weighted average common shares outstanding (6)	41,234	42,624	48,374	47,790	47,922
Diluted earnings (loss) per share before cumulative change in accounting principle	\$ (0.34)	\$ 1.05	\$ 1.35	\$ (1.93)	\$ (2.15)
Cumulative effect of change in accounting principle	-	-	-	-	(0.54)

Diluted earnings (loss) per share \$ (0.34) \$ 1.05 \$ 1.35 \$ (1.93) \$ (2.69)
=====

Balance Sheet Data:	December 31,				
	1998 (2)	1999	2000	2001	2002
	(in thousands)				
Working capital	\$ 197,587	\$ 169,619	\$ 242,437	\$ 248,062	\$ 144,777
Property and equipment, net	137,382	153,527	159,673	151,774	118,475
Total assets	732,221	728,409	956,345	851,372	623,792
Total debt	321,832	279,658	209,483	269,749	198,642
Total shareholders' equity	204,273	256,833	500,328	406,803	273,748

- (1) Included in 1998 are severance charges relating to our Spanish operations of \$13.4 million, of which \$1.9 million is reflected in costs of revenue and \$11.5 million in general and administrative expenses, and a loss of \$9.2 million related to the sale of our Spanish subsidiary. Our effective tax rate for the year ended December 31, 1998 was mainly affected by a tax liability of approximately \$7.8 million resulting from the sale of 87% of our Spanish subsidiary, the non-deductibility of the amortization of intangibles and the non-deductibility of other expenses. Because of the sale, the balance sheet data as of December 31, 1998 does not include the financial position of our Spanish operations.
- (2) Included in 1998 is a charge for payments to operational management of \$33.8 million.
- (3) Included in 1999 is a write-down of \$10.2 million related to non-core international assets.
- (4) Included in 2000 is a net write-down and other charges of \$26.3 million related primarily to non-core assets.
- (5) Included in 2001 and 2002, respectively, in other expense are charges to reduce the carrying amount of certain assets held for sale and in use, and non-core assets, totaling \$16.5 million and \$12.8 million. Included in selling general and administrative expense are reserves for bad debt totaling \$182.2 million in 2001 related to clients who filed for bankruptcy protection and severance charges totaling \$11.5 million in 2001 and \$0.2 million in 2002.
- (6) Amounts have been adjusted to reflect the three-for-two stock splits effected on February 28, 1997 and June 19, 2000.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

We design, build, install, maintain, upgrade and monitor internal and external networks and other facilities for our clients, ranging from basic installation and construction to sophisticated engineering, design and integration. Our diverse and long-standing client base, experienced management and integrated value added service offering provide a stable base of repeat business and enable us to quickly and efficiently meet client demands.

Our primary types of contracts with our clients include:

- master service agreements for all specified design, installation and maintenance services within a defined geographic territory for a multi-year term,
- design and installation contracts for specific projects, and
- turnkey agreements for comprehensive design, engineering, procurement, installation and maintenance services.

The majority of our contracts provide that we will furnish a specified unit of service for a price per unit. We recognize revenue as the related work is performed. A portion of our work during 2002 was performed under percentage-of-completion contracts. Under this method, revenue is recognized on a cost-to-cost method based on the estimated percentage of total cost incurred to date in proportion to total estimated cost to complete the contract. We anticipate that percentage-of-completion contracts will constitute a smaller percentage of our total contracts in 2003 as compared to prior years. We also recognize revenue for monitoring services and

project management services ratably over the term of the agreement. Clients are billed with varying frequency-weekly, monthly or upon attaining specific milestones.

We perform a significant portion of our services under master service agreements, which typically are exclusive service agreements to provide all of the client's network requirements up to a specified dollar amount per job within defined geographic areas. These contracts are generally for up to five years but are typically subject to termination at any time upon 90 to 180 days prior notice. Each master service agreement consists of hundreds of individual projects generally valued at less than \$100,000 each. These master service agreements are frequently awarded on a competitive bid basis, although clients are often willing to negotiate contract extensions beyond their original terms without re-bidding. Master service agreements are invoiced on a unit basis as work is completed. In addition, we have a significant number of long-term maintenance and upgrade contracts with our broadband clients that are similar to master service agreements except they typically are not exclusive. Taken together, our master service agreements and master service-like agreements constitute a majority of our contracts by prior years volume.

We derive a significant amount of our revenue from telecommunications clients. During the latter part of 2001 and all of 2002, certain segments of the telecommunications and broadband industries suffered a severe downturn that resulted in a number of our clients filing for bankruptcy protection or experiencing financial difficulties. The downturn adversely affected capital expenditures for infrastructure projects, even among clients that did not experience financial difficulties. Capital expenditures by telecommunications and broadband clients in 2002 remained at low levels in comparison with prior years, and there can be no assurance that additional clients will not file for bankruptcy protection or otherwise experience financial difficulties in 2003. Although we refocused our business on long-time, stable telecommunications, broadband, governmental and other clients, there can be no assurance that these clients will continue to fund capital expenditures for infrastructure projects at current levels or that we will be able to increase our market share with these stronger clients. Additional bankruptcies or further decreases in our client's capital expenditures could reduce our cash flows and adversely impact our liquidity.

Direct costs included in costs of revenue are:

- operations payroll and benefits,
- fuel,
- subcontractor costs,
- equipment rental,
- materials not provided by our clients, and
- insurance.

Our clients generally supply materials such as cable, conduit and telephone equipment.

General and administrative expenses include all costs of our management personnel, severance payments, reserves for bad debts, rent, utilities, travel and business development efforts and back office administration such as financial services, insurance administration, professional costs and clerical and administrative overhead.

Contracts often include retainage provisions under which 5% to 10% of the contract price is withheld from us until the work has been completed and accepted by the client. We typically agree to indemnify our clients against adverse claims and warrant the workmanship of our services for specified time periods, usually one year.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, including those related to revenue recognition, allowance for doubtful accounts, intangible assets, reserves and accruals, impairment of assets, income taxes, insurance reserves and litigation and contingencies. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis of making judgments about the carrying values of assets and liabilities, that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or

conditions.

We believe the following critical accounting policies involve our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

Revenue and related costs for short-term construction projects (i.e., generally projects with a duration of less than one month) are recognized as the services are rendered, generally using units of output. We recognize revenue and related costs as work progresses on long-term, fixed price contracts using the percentage-of-completion method, which relies on estimates of total expected contract revenue and costs. We follow this method since reasonably dependable estimates of the revenue and costs applicable to various stages of a contract can be made. Recognized revenue is subject to revisions as the contract progresses to completion. Revisions in estimates are charged to income in the period in which the facts that give rise to the revision become known. If we do not accurately estimate revenue and costs, the profitability of such contracts can be affected adversely. At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is accrued.

Allowance for Doubtful Accounts

We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our clients to make required payments. Management analyzes historical bad debt experience, client concentrations, client credit-worthiness, analysis of client financial condition and credit reports, the availability of mechanic's and other liens, the existence of payment bonds and other sources of payment, and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. We review the adequacy of reserves on a monthly basis. If our estimates of the collectability of accounts receivable are incorrect, adjustments to the allowance for doubtful accounts may be required, which could reduce our profitability.

Depreciation

We depreciate our property and equipment over estimated useful lives using the straight-line method. We periodically review changes in technology and industry conditions, asset retirement activity and salvage to determine adjustments to estimated remaining useful lives and depreciation rates.

Effective November 30, 2002, we have implemented the results of a review of the estimated service lives of our in use property and equipment. Useful lives were adjusted to reflect the extended use of much of our equipment. In addition, the adjustments make the estimated useful lives for similar equipment consistent among all operating units.

Valuation of Long-Lived Assets

We review long-lived assets, consisting primarily of property and equipment and intangible assets with finite lives, for impairment in accordance with Statement of Financial Accounting Standards No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets (SFAS No. 144). In analyzing potential impairment, we use projections of future cash flows from the assets. These projections are based on our views of growth rates for the related business and anticipated future economic conditions and the appropriate discount rates relative to risk and estimates of residual values. We believe that our estimates are consistent with assumptions that marketplace participants would use in their estimates of fair value. If changes in growth rates, future economic conditions or discount rates and estimates of terminal values were to occur, long-lived assets may become impaired. In 2002, we recognized impairment losses related to long-lived assets no longer in use and held for sale and certain assets in use.

Valuation of Intangible Assets and Investments

We have adopted SFAS No. 142, "Goodwill and Other Intangible Assets." In accordance with that statement, we conduct, on at least an annual basis, a review of our reporting units to determine whether their carrying value exceeds fair market value. Should this be the case, the value of our goodwill may be impaired and written down. The valuations employ a combination of present value techniques to measure fair value corroborated by comparisons to estimated market multiples. When necessary, we engage third party specialists to assist us with our valuations. Impairment losses are reflected in operating income or loss in the consolidated statements of operations.

Effective January 1, 2002, we adopted SFAS No. 142 resulting in a

write-down of our goodwill, net of tax, in the amount of \$25.7 million, which is reflected in our consolidated financial statements as a cumulative effect due to a change in accounting principle as discussed in Note 2 to the Consolidated Financial Statements. Impairment losses subsequent to adoption totalling \$79.7 million (\$51.9 million, net of tax) are reflected in operating income or loss on the consolidated statement of operations.

Insurance Reserves

We maintain insurance policies subject to a \$1.0 million deductible per claim for certain auto, property and casualty and worker's compensation claims. We are required to post letters of credit to secure our obligation to reimburse the insurance carrier for amounts that could potentially be advanced by the carrier that are not covered by insurance. Our estimated liability for claims and the associated expenses is reflected in other current and non-current liabilities. The determination of such claims and expenses and the appropriateness of the related liability is reviewed and updated semi-annually. If we do not accurately estimate the losses resulting from these claims, we may experience losses in excess of our estimated liability, which may reduce our profitability. We also may be required to post additional collateral with the insurance carrier, which may affect our liquidity.

Income Tax Liability

We record income taxes using the liability method of accounting for deferred income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequence of temporary differences between the financial statement and income tax bases of our assets and liabilities. We estimate our income taxes in each of the jurisdictions in which we operate. This process involves estimating our tax exposure together with assessing temporary differences resulting from differing treatment of items, such as deferred revenue, for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheet. While the Company has considered future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance, in the event that we determine that we will not be able to realize all or part of the net deferred tax asset in the future, an adjustment to the deferred tax asset would be charged to income in the period such determination is made.

Restructuring Charges

During the second quarter of 2002, we initiated a study to determine the proper balance of downsizing and cost cutting in relation to our ability to respond to current and future work opportunities in each of our service offerings. The review not only evaluated our current operations, but also the growth and opportunity potential of each service offering as well as the consolidation of back-office processes. As a result of this review, we implemented a restructuring program which included four categories to accomplish:

- * Elimination of service offerings that no longer fit into our core business strategy. This process includes reducing or eliminating service offerings that do not fit our long-term business plan.
- * Reduce or eliminate services that do not produce adequate revenue or margins to support the level of profitability, return on investment or investments in capital resources. This includes exiting contracts that do not meet the minimum rate on return requirements and aggressively seeking to improve margins and reduce costs.
- * Analyze businesses that provide adequate profit contributions but still need margin improvements which includes aggressive cost reductions and efficiencies.
- * Review new business opportunities in similar business lines that can utilize our existing human and physical resources.

The elements of the restructuring program included involuntary terminations of employees in affected service offerings and the consolidation of facilities. The plan resulted in a pre-tax charge of operations of \$3.7 million. The involuntary terminations impacted both the salaried and hourly employee groups. The total employees impacted was approximately 1025. As of December 31, 2002, all employees have been terminated and a balance of \$0.6 million severance and benefit costs remains to be paid. We also closed approximately 25 facilities during 2002 as part of the program and anticipate further office closures in 2003. As of December 31, 2002, we have remaining obligations under existing lease agreements for closed facilities of approximately \$2.1 million.

In addition to the costs noted above, we paid a consulting firm

approximately \$4.6 million to assist us in preparing the plan, all of which was expensed in 2002 as the plan was complete as of December 31, 2002. We also recognized valuation allowances and impairment losses related to property and equipment of \$12.8 million in connection with the restructuring plan (see Note 6).

The following is a reconciliation of the restructuring accruals as of December 31, 2002 (in thousands):

Severance costs (1)	\$ 1,075
Lease cancellation costs (2)	2,585

	3,660
Cash payments	(925)

Accrued costs at December 31, 2002	\$ 2,735
	=====

(1) Severance costs of \$0.9 million are reflected in costs of revenue and \$0.2 million is reflected in general and administrative.

(2) Lease cancellation costs are reflected in costs of revenue.

Results of Operations

The following tables state for the periods indicated our consolidated operations in dollar and percentage of revenue terms for 2000, 2001 and 2002 (dollars in thousands):

	Year Ended December 31,		
	2000	2001	2002
	-----	-----	-----
Revenue	\$1,330,296	\$1,222,580	\$ 838,055
Costs of revenue, excluding depreciation	1,017,878	988,198	745,178
Depreciation	52,413	51,707	35,063
Amortization	11,042	10,810	883
General and administrative expenses	98,521	290,040	117,395
Goodwill impairment	-	-	79,710
Interest expense, net of interest income	13,310	14,651	18,168
Other expense, net	25,756	14,618	10,129
	-----	-----	-----
Income (loss) before (provision) benefit for income taxes and minority interest	111,376	(147,444)	(168,471)
(Provision) benefit for income taxes	(45,877)	54,858	65,473
Minority interest	(352)	232	(137)
	-----	-----	-----
Net income (loss) before cumulative effect of change in accounting principle	65,147	(92,354)	(103,135)
Cumulative effect of change in accounting principle	-	-	(25,671)
	-----	-----	-----
Net income (loss)	\$ 65,147	\$ (92,354)	\$ (128,806)
	=====	=====	=====

	Year Ended December 31,		
	2000	2001	2002
	-----	-----	-----
Revenue	100.0%	100.0%	100.0%
Costs of revenue	76.5	80.8	88.9
Depreciation	4.0	4.2	4.2
Amortization	0.8	0.9	0.1
General and administrative expenses	7.4	23.7	14.0
Goodwill impairment	-	-	9.5
Interest expense, net of interest income	1.0	1.2	2.2
Other expense, net	1.9	1.3	1.2
	-----	-----	-----
Income (loss) before (provision) benefit for income taxes, and minority interest	8.4	(12.1)	(20.1)
(Provision) benefit for income taxes	(3.4)	4.4	7.8

Minority interest	(0.1)	0.1	-
	-----	-----	-----
Net income (loss) before cumulative effect of change in accounting principle	4.9	(7.6)	(12.3)
Cumulative effect of change in accounting principle	-	-	(3.1)
	-----	-----	-----
Net income (loss)	4.9%	(7.6)%	(15.4)%
	=====	=====	=====

Year ended December 31, 2002, compared to year ended December 31, 2001

Our revenue was \$838.1 million for the year ended December 31, 2002, compared to \$1,222.6 million for the same period in 2001, representing a decrease of \$384.5 million or 31.5%. This decrease was due primarily to a continued reduction in capital expenditures by incumbent communications and broadband clients and our decision to reduce services to certain Competitive Local Exchange Carriers (CLEC) due to adverse financial condition experienced by many such carriers. In addition, our fourth quarter 2002 revenues were negatively impacted by weather conditions. By industry category, revenues in our Broadband construction operations declined by \$106.0 million, which was partially offset by increasing residential installation revenues which reflected a \$22.5 million increase. Our Energy division reflected a \$26.0 million or 15.0% decline in year over year revenues, which was partially the result of exiting certain unprofitable contracts as well as negative industry trends that resulted in reduced capital expenditures by our customers. Our revenues from government contracts experienced a slight (2.3%) decline in 2002, primarily as a result of poor weather conditions in the southwestern, midatlantic, and southeastern United States. Inside plant and wireless revenues reflected dramatic declines as we began to significantly reduce these services. During the fourth quarter of 2002, we implemented plans to exit certain unprofitable divisions and locations. Revenue from these locations aggregated \$77.8 million during 2002.

Our costs of revenue were \$745.2 million or 88.9% of revenue for the year ended December 31, 2002, compared to \$988.2 million or 80.8% of revenue for the same period in 2001. In 2002, margins were adversely affected by under-utilization of personnel and equipment and demobilization and redeployment costs as we adjusted to reduced capital spending by our client base. In addition, our margins were negatively affected by additional reserves for insurance and litigation, restructuring charges and demobilization costs incurred to exit certain contracts and locations. During the fourth quarter of 2002, we implemented plans to exit certain locations or businesses which incurred costs of revenue aggregating \$85.9 million in 2002.

Depreciation was \$35.1 million or 4.2% of revenue for the year ended December 31, 2002, compared to \$51.7 million or 4.2% of revenue for the same period in 2001. The decrease in the amount of depreciation expense in 2002 was due primarily to reduction of fixed assets resulting from disposals of excess equipment.

Amortization expense decreased to \$0.9 million for the year ended December 31, 2002, compared to \$10.8 million for the same period in 2001. Goodwill is no longer amortized in accordance with SFAS No. 142 (see Note 2 to the Consolidated Financial Statements), which was implemented January 1, 2002. The remaining amortization expense relates to non-competition agreements.

General and administrative expenses were \$117.4 million or 14.0% of revenue for the year ended December 31, 2002, compared to \$290.0 million or 23.7% of revenue for the same period in 2001. Included in general and administrative expenses in 2002 and 2001 are provisions for bad debts of \$15.4 million and \$185.5 million, respectively. We incurred severance charges totaling \$0.2 million in 2002 in connection with our restructuring plan, and \$11.5 million in 2001 primarily related to our former president and chief executive officer. Excluding these provisions and charges, general and administrative expenses were \$101.8 million or 12.1% of revenue for the year ended December 31, 2002 and \$93.0 million or 7.6% of revenue for the year ended December 31, 2001, an increase of \$8.8 million from the prior year. General and administrative expenses as a percentage of revenue in 2002 was affected by an overall decline in revenues experienced during the year without a similar reduction of expenses as well as additional costs incurred in connection with our restructuring plan. We are currently implementing additional measures to streamline our cost structure, including exiting certain divisions and locations and activities that added approximately \$17.1 million to our overall general and administrative expenses in 2002.

Interest expense, net of interest income, was \$18.2 million or 2.2% of revenue for the year ended December 31, 2002, compared to \$14.7 million or 1.3% of revenue for the same period in 2001. We had no outstanding draws on our credit facility as of December 31, 2002. Although we continue to incur interest expense from our long term debt and periodic credit line borrowing to meet working capital needs and support various letters of credit, we have reduced interest expense by \$1.2 million during the year. This reduction was partially offset by a \$4.7 million reduction in interest income from notes receivable.

Other expense was \$10.1 million or 1.2% of revenue for the year ended December 31, 2002, compared to \$14.6 million of other expense or 1.3% of revenue for the same period in 2001. In 2002, a \$5.0 million gain on disposal of certain non-core assets, investments and excess equipment was offset by a \$13.2 million valuation allowance to reduce the carrying value of certain assets held for sale, long lived assets in use and investments. In 2001, we recorded an impairment charge of \$6.5 million related to our equity investment in a client and a \$10.0 million write-down of non-core international assets

For the year ended December 31, 2002, our effective tax rate was approximately 37.9%, compared to 37.2% in 2001. The increase in effective rate was due to the nondeductibility of certain expenses which reduced the overall tax benefit in 2002 due to a proportionate increase in our loss for 2002 relative to 2001.

Year Ended December 31, 2001 Compared to Year Ended December 31, 2000

Our revenue was \$1.2 billion for the year ended December 31, 2001, compared to \$1.3 billion for the same period in 2000, representing a decrease of \$107.7 million or 8.1% primarily due to a reduction in capital expenditures by telecommunications clients and a downturn in the economy generally.

Our costs of revenue were \$988.2 million or 80.8% of revenue for the year ended December 31, 2001, compared to \$1.0 billion or 76.5% of revenue for the same period in 2000. In 2001, margins were impacted by under-utilization of personnel, leased equipment and other properties; losses related to our internal network service offerings; and demobilization and redeployment costs, all related to reduced capital spending by telecommunication carriers.

Depreciation was \$51.7 million or 4.2% of revenue for the year ended December 31, 2001, compared to \$52.4 million or 4.0% of revenue for the same period in 2000. The decrease in the amount of depreciation expense in 2001 was due primarily to reduced capital expenditures.

Amortization was \$10.8 million or 0.9% of revenue for the year ended December 31, 2001, compared to \$11.0 million or 0.8% of revenue for the same period in 2000. Beginning January 1, 2002, goodwill was no longer amortized as a result of the adoption of SFAS 142.

General and administrative expenses were \$290.0 million or 23.7% of revenue for the year ended December 31, 2001, compared to \$98.5 million or 7.4% of revenue for the same period in 2000. Included in general and administrative expenses in 2001 is a reserve for bad debt of \$182.2 million related to receivables from clients that have filed for bankruptcy protection or are experiencing financial difficulties and a charge of \$11.5 million primarily related to severance for our former president and chief executive officer. Excluding these charges and reserves, general and administrative expenses were \$96.3 million or 7.9% of revenue, a reduction of \$2.2 million from the prior year.

Interest expense, net of interest income, was \$14.7 million or 1.2% of revenue for the year ended December 31, 2001, compared to \$13.3 million or 1.0% of revenue for the same period in 2000. The increase in net interest expense of \$1.4 million was due primarily to higher debt balances in 2001.

Other expense was \$14.6 million or 1.3% of revenue for the year ended December 31, 2001, compared to \$25.8 million or 1.9% of revenue for the same period in 2000. In 2001, we recorded an impairment charge of \$6.5 million related to our equity investment in a client and a \$10 million write-down of non-core international assets. In 2000, we recognized a net charge of \$26.3 million primarily related to write-downs of non-core international assets.

For the year ended December 31, 2001, our effective tax rate was approximately 37.2%, compared to 41.2% in 2000. The decline in effective rate was due to the nondeductibility of certain expenses which reduced the overall tax benefit in 2001 proportionately more than increased the tax provision in 2000 due to the greater amount of the loss in 2001 compared to the amount of income in 2000.

Financial Condition, Liquidity and Capital Resources

We derive a significant amount of our revenue from communications providers. During the last two years, the communications industry suffered a severe downturn that resulted in a number of our clients filing for bankruptcy protection or experiencing financial difficulties. The downturn adversely affected capital expenditures for infrastructure projects even among clients that did not experience financial difficulties. Capital expenditures by telecommunications and other clients in 2003 are expected to remain at low levels in comparison with prior years, and there can be no assurance that additional clients will not file for bankruptcy protection or otherwise experience financial difficulties in 2003. Although we have refocused our business on established, stable communications, energy, government entities and other clients, there can be no assurance that these clients will continue to fund capital expenditures for infrastructure projects at current levels or that we will be able to increase our market share with these stronger clients. Further decreases in our client's capital expenditures could reduce our cash flows and adversely impact our liquidity.

Our primary liquidity needs are for working capital, capital expenditures, letters of credit and debt service. Our primary sources of liquidity are cash flows from operations, borrowings under revolving lines of credit, tax refunds and sale of property and assets. During the fourth quarter of 2002, we recorded certain restructuring charges aggregating \$8.2 million, including consulting fees, of which \$6.3 million remains outstanding as of December 31, 2002. We anticipate payment of approximately \$5.2 million during 2003 and \$1.1 million in 2004.

Net cash provided by operating activities was \$57 million for the year ended December 31, 2002, compared to \$54.8 million in 2001. The net cash provided by operating activities in 2002, in part resulted from collection of receivables, changes in other working capital components, and receipt of a \$53.4 million income tax refund resulting from losses incurred in 2001. Proceeds from the income tax refund were used to repay all borrowings under our credit facility at the time of receipt.

We have a credit facility for U.S. operations that provides for borrowings up to an aggregate of \$125.0 million, based on a percentage of eligible accounts receivable and unbilled receivables as well as a fixed amount of equipment that decreases quarterly. Although the credit facility provides for borrowings of up to \$125.0 million, the amount that can be borrowed at any given time is based upon a formula that takes into account, among other things, our eligible billed and unbilled accounts receivable, which can result in borrowing availability of less than the full amount of the facility. As of December 31, 2002, availability under the credit facility totaled \$39 million net of outstanding standby letters of credit aggregating \$47 million. Substantially all of the outstanding letters of credit are all issued to the Company's insurance providers as part of the Company's insurance program. We had no outstanding draws under the credit facility as of December 31, 2002. Amounts outstanding under the revolving credit facility mature on January 22, 2007. The credit facility is collateralized by a first priority security interest in substantially all of our U.S. assets and a pledge of the stock of certain of our operating subsidiaries. Interest under the facility accrues at rates based, at our option, on the agent bank's base rate plus a margin of between 0.50% and 1.50% or its LIBOR rate (as defined in the credit facility) plus a margin of between 2.0% and 3.0% each depending on certain financial thresholds. The credit facility includes an unused facility fee of 0.50%, which may be adjusted to as low as 0.375% or as high as 0.625% depending on the achievement of certain financial thresholds.

The credit facility, as amended in March 2003, contains customary events of default (including cross-default) provisions and covenants related to our North American operations that prohibit, among other things, making investments and acquisitions in excess of a specified amount, incurring additional indebtedness in excess of a specified amount, paying cash dividends, making other distributions in excess of a specified amount, making capital expenditures in excess of a specified amount, creating liens, prepaying other indebtedness, including our 7.75% senior subordinated notes, and engaging in certain mergers or combinations without the prior written consent of the lenders. In addition, deterioration in the quality of our billed and unbilled receivables will reduce availability under our credit facility.

The credit facility, as amended in March 2003, contains certain financial covenants that require us to maintain:

- (a) tangible net worth
 - (i) on or after March 31, 2002 and on or prior to December 31,

2002 of \$180.0 million plus an amount equal to 50% of net income from North American operations with certain adjustments for non-recurring charge amounts for the period from September 30, 2002 through December 31, 2002 and

- (ii) any time after December 31, 2002 the greater of our tangible net worth from North American operations and \$167.0 million less \$10.0 million, plus an amount equal to 50% of net income from North American operations from January 1, 2003 through the date of determination, and
- (b) a minimum fixed charge coverage ratio (all as defined in the credit facility) of at least:
 - for calendar year, 2002, of at least 2.0:1 for the successive periods of three, four, five, six, seven, eight, nine, ten, eleven and twelve consecutive calendar months beginning January 1, 2002 and for calendar year 2003 of at least:
 - (i) 1.10:1 for the successive periods of three, four and five consecutive calendar months beginning January 1, 2003;
 - (ii) 1.25:1 for the successive periods of six, seven and eight consecutive calendar months beginning January 1, 2003;
 - (iii) 1.50:1 for the successive periods of nine, ten and eleven consecutive calendar months beginning on January 1, 2003;
 - (iv) 1.75:1 for the period of 12 consecutive calendar months ending on December 31, 2003 and
 - (v) 2.0:1 for the period of 12 consecutive months ending on or after January 31, 2004.

As of December 31, 2002, we were in compliance with all of the covenants under the credit facility, as amended in March 2003. During 2002, we amended the credit facility to provide a sub-facility for the issuance of letters of credit to secure our potential obligations under casualty insurance programs, to exclude a portion of the cost of implementing our new management information system, and to modify certain financial covenants. Failure to achieve certain results could cause us not to meet these covenants in the future.

We have \$200.0 million, 7.75% senior subordinated notes due in February 2008, with interest due semi-annually, of which \$196.0 million, net of discount, is outstanding at December 31, 2002. The notes also contain default (including cross-default) provisions and covenants restricting many of the same transactions as under our credit facility.

During the year ended December 31, 2002, we paid approximately \$17.3 million related to contingent consideration from earlier acquisitions that was reflected as a reduction in other current liabilities. During the year ended December 31, 2002, we invested \$11.6 million in our fleet to replace or upgrade equipment and \$7.4 million in technology enhancements including approximately \$1.2 million of which was financed. Also, we received proceeds of approximately \$14.3 million on the sale of assets and disposal of assets held for sale and investments. During year ended December 31, 2002, our financing activities primarily consisted of the repayment of all borrowings under our credit facility using the proceeds from the \$53.4 million income tax refund received, sales of assets and cash generated from operations.

The following table sets forth our contractual commitments as of December 31, 2002 (in thousands) and the payment obligations:

Contractual Obligations	Total	2003	2004	2005	2006	2007 & Thereafter
Senior subordinated notes (1)	\$195,860	\$ -	\$ -	\$ -	\$ -	\$195,860
Notes payable for equipment(1)	1,955	380	1,575	-	-	-
Other revolving debt(1)	827	827	-	-	-	-
Obligations related to acquisitions (2)	4,919	4,919	-	-	-	-
Capital leases (3)	2,291	974	703	566	48	-
Severance	571	414	157	-	-	-
Operating leases	31,266	13,660	9,142	4,791	2,035	1,638
Total	\$237,689	\$21,174	\$11,577	\$ 5,357	\$2,083	\$197,498

- (1) See Note 6 to the Notes to Consolidated Financial Statements.
- (2) Primarily related to contingent consideration for acquisitions.
- (3) Included in other liabilities in Consolidated Balance Sheets.

Total
Amounts

2007 &

Other Commitments	Committed	2003	2004	2005	2006	Thereafter
Standby letters of credit	\$46,704	\$46,704	\$ -	\$ -	\$ -	\$ -
Executive life insurance	22,856	1,624	1,624	1,624	1,124	16,860
Total	\$69,560	\$48,328	\$1,624	\$1,624	\$1,124	\$16,860

Seasonality

Our North American operations are historically seasonally slower in the first and fourth quarters of the year. This seasonality is primarily the result of client budgetary constraints and preferences and the effect of winter weather on external network activities. Some of our clients, particularly the incumbent local exchange carriers, tend to complete budgeted capital expenditures before the end of the year and defer additional expenditures until the following budget year. Revenue in local currency from our Brazilian operations is not expected to fluctuate seasonally.

Impact of Inflation

The primary inflationary factor affecting our operations is increased labor costs. We have not experienced significant increases in labor costs to date. Our Brazilian operations may be exposed to risks associated with high inflation.

Recently Issued Accounting Pronouncements

In 2001, the FASB issued Statement of Financial Accounting Standards (SFAS) No. 142, Goodwill and Other Intangible Assets. SFAS No. 142 requires that goodwill be assessed at least annually for impairment by applying a fair-value based test. Goodwill will no longer be amortized over its estimated useful life. In addition, acquired intangible assets are required to be recognized and amortized over their useful lives if the benefit of the asset is based on contractual or legal rights. Effective January 1, 2002, we implemented SFAS No. 142, which resulted in a write-down of our goodwill, net of tax, in the amount of \$25.7 million and is reflected in our consolidated financial statements as a cumulative effect due to a change in accounting principle. Subsequent to adoption, a \$79.7 million impairment charge was recognized in the fourth quarter of 2002 in the accompanying consolidated statement of operations.

In October 2001, the FASB issued SFAS No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets. SFAS No. 144 addresses financial accounting and reporting for the impairment or disposal of long-lived assets. This statement supersedes SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of and establishes a single accounting model, based on the framework established in SFAS No. 121, for long-lived assets to be disposed of by sale. We adopted SFAS No. 144 effective January 1, 2002. The adoption of this statement had a material effect on the Company's operating results as of December 31, 2002, as we recorded valuation allowances and impairment charges against certain assets held for sale and in use, which aggregated \$12.8 million.

In May 2002, the FASB issued SFAS No. 145, Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections. SFAS No. 145 rescinds the automatic treatment of gains or losses from extinguishment of debt as extraordinary unless they meet the criteria for extraordinary items as outlined in APB Opinion No. 30, Reporting the Results of Operations, Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions. SFAS No. 145 also requires sale-leaseback accounting for certain lease modifications that have economic effects that are similar to sale-leaseback transactions and makes various technical corrections to existing pronouncements. The provisions of SFAS No. 145 related to the rescission of FASB Statement 4 are effective for fiscal years beginning after May 15, 2002, with early adoption encouraged. All other provisions of SFAS No. 145 are effective for transactions occurring after May 15, 2002, with early adoption encouraged. We do not anticipate that adoption of SFAS No. 145 will have a material effect on our earnings or financial position.

In June 2002, the FASB issued SFAS No. 146, Accounting for Costs Associated with Exit or Disposal Activities. This statement requires the recording of costs associated with exit or disposal activities at their fair values only once a liability exists. Under previous guidance, certain exit costs were accrued when management committed to an exit plan, which may have been before an actual liability arose. The provisions of SFAS No. 146 are

effective for exit or disposal activities that are initiated after December 31, 2002, with early application encouraged. We do not anticipate that adoption of SFAS No. 146 will have a material effect on our earnings or financial position.

In December 2002, the Financial Accounting Standards Board issued Statement of Accounting Standards No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure an Amendment of FASB Statement No. 123 ("SFAS 148") which is effective for years ending after December 15, 2002. SFAS 148 amends Statement of Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"), to provide alternative methods of transition for an entity that voluntarily changes to the fair value based method of accounting for stock-based employee compensation. It also amends the disclosure provisions of SFAS 123 to require prominent disclosure about the effects on reported net earnings of an entity's accounting policy decisions with respect to stock-based compensation. Finally, SFAS 148 amends APB Opinion No. 28, "Interim Financial Reporting," to require disclosure about those effects in interim financial information. We will continue to apply APB Opinion No. 25, "Accounting for Stock Issued to Employees" and related interpretations in accounting for stock-based compensation plans, which continues to be allowed under SFAS 123, as amended by SFAS 148. In addition, we have made the required disclosure provisions required by SFAS 148 in Notes 1 and 9 of the Notes to the Consolidated Financial Statements and will include the additional required disclosures in all future interim financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See Notes 12 and 13 of Notes to Consolidated Financial Statements for disclosures about market risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors and
Shareholders of MasTec, Inc.:

We have audited the accompanying consolidated balance sheet of MasTec, Inc. as of December 31, 2002 and the related consolidated statement of operations, shareholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of MasTec, Inc. at December 31, 2002 and the consolidated results of their operations and their cash flows for year then ended, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 2 to the Financial Statements in 2002, the Company adopted Statement of Financial Accounting Standards No. 142, Goodwill and Other Intangible Assets.

/s/ Ernst & Young LLP

Miami, Florida

March 10, 2003

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors and
Shareholders of MasTec, Inc.:

In our opinion, the accompanying consolidated balance sheet and the related consolidated statements of operations, changes in shareholders' equity and cash flows present fairly, in all material respects, the financial position of MasTec, Inc. and its subsidiaries at December 31, 2001, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2001 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Miami, Florida
February 18, 2002

MASTEC, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands except per share amounts)

	Year Ended December 31,		
	2000	2001	2002
	-----	-----	-----
Revenue	\$1,330,296	\$1,222,580	\$ 838,055
Costs of revenue, excluding depreciation	1,017,878	988,198	745,178
Depreciation	52,413	51,707	35,063
Amortization	11,042	10,810	883
General and administrative expenses	98,521	290,040	117,395
Goodwill impairment	-	-	79,710
Interest expense	18,283	20,426	19,237
Interest income	4,973	5,775	1,069

Other expense, net	25,756	14,618	10,129
Income (loss) before (provision) benefit for income taxes and minority interest	111,376	(147,444)	(168,471)
(Provision) benefit for income taxes	(45,877)	54,858	65,473
Minority interest	(352)	232	(137)
Net income (loss) before cumulative change in accounting principle	65,147	(92,354)	(103,135)
Cumulative change in accounting principle	-	-	(25,671)
Net income (loss)	\$ 65,147	\$ (92,354)	\$ (128,806)
Basic weighted average common shares outstanding	46,390	47,790	47,922
Basic earnings (loss) per share before cumulative change in accounting principles	\$ 1.40	\$ (1.93)	(2.15)
Cumulative change in accounting principle	-	-	(0.54)
Basic earnings (loss) per share	\$ 1.40	\$ (1.93)	\$ (2.69)
Diluted weighted average common shares outstanding	48,374	47,790	47,922
Diluted earnings (loss) per share before cumulative change in accounting principles	\$ 1.35	\$ (1.93)	\$ (2.15)
Cumulative change in accounting principle	-	-	(0.54)
Diluted earnings (loss) per share	\$ 1.35	\$ (1.93)	\$ (2.69)

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

MASTEC, INC.

CONSOLIDATED BALANCE SHEETS
(In thousands)

	December 31	
	2001	2002
Assets		
Current assets:		
Cash and cash equivalents	\$ 48,478	\$ 8,730
Accounts receivable, unbilled revenue and retainage, net	251,715	185,235
Inventories	25,697	23,736
Income tax refund receivable	44,904	24,598
Prepaid expenses and other current assets	23,078	32,873
Total current assets	393,872	275,172
Property and equipment, net	151,774	118,475
Goodwill	264,826	150,984
Deferred taxes	-	40,271
Other assets	40,900	38,890
Total assets	\$ 851,372	\$ 623,792
Liabilities and Shareholders' Equity		
Current liabilities:		
Current maturities of debt	\$ 1,892	\$ 1,207
Accounts payable	75,508	63,492
Other current liabilities	68,410	65,696
Total current liabilities	145,810	130,395
Other liabilities	30,902	22,214

Long-term debt	267,857	197,435
	-----	-----
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, no par value; authorized shares - 5,000,000; issued and outstanding shares - none	-	-
Common stock \$0.10 par value; authorized shares - 100,000,000; issued and outstanding shares - 47,905,000 in 2001 and 48,006,000 in 2002	4,791	4,801
Capital surplus	348,022	348,319
Retained earnings (deficit)	73,996	(54,810)
Foreign currency translation adjustments .	(20,006)	(24,562)
	-----	-----
Total shareholders' equity	406,803	273,748
	-----	-----
Total liabilities and shareholders' equity	\$ 851,372	\$ 623,792
	=====	=====

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

MASTEC, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(In thousands)

	Common Stock		Capital Surplus	Foreign Currency Retained Earnings	Translation Adjustments	Accumulated Other Comprehensive Total Income	
	Shares	Amount					
Balance December 31, 1999	42,350	\$4,235	\$167,387	\$101,203	\$(15,992)	\$256,833	\$ 85,211
Net income	-	-	-	65,147	-	65,147	65,147
Foreign currency translation adjustment	-	-	-	-	(899)	(899)	(899)
Stock issued, primarily for acquisitions and stock options exercised	5,352	535	173,804	-	-	174,339	-
Tax benefit resulting from stock option plan	-	-	4,908	-	-	4,908	-
	-----	-----	-----	-----	-----	-----	-----
Balance December 31, 2000	47,702	\$4,770	\$346,099	\$166,350	\$(16,891)	\$500,328	\$149,459
Net loss	-	-	-	(92,354)	-	(92,354)	(92,354)
Foreign currency translation adjustment	-	-	-	-	(3,115)	(3,115)	(3,115)
Stock issued, primarily for acquisitions and stock options exercised	203	21	1,923	-	-	1,944	-
	-----	-----	-----	-----	-----	-----	-----
Balance December 31, 2001	47,905	\$4,791	\$348,022	\$ 73,996	\$(20,006)	\$406,803	\$ 53,990
Net loss	-	-	-	(128,806)	-	(128,806)	(128,806)
Foreign currency translation adjustment	-	-	-	-	(4,556)	(4,556)	(4,556)
Stock issued, primarily for stock options exercised	101	10	297	-	-	307	-
	-----	-----	-----	-----	-----	-----	-----
Balance December 31, 2002	48,006	\$4,801	\$348,319	\$(54,810)	\$(24,562)	\$273,748	\$(79,372)
	=====	=====	=====	=====	=====	=====	=====

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

MASTEC, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		
	2000	2001	2002
	-----	-----	-----
Cash flows from operating activities:			
Net income (loss)	\$ 65,147	\$(92,354)	\$(128,806)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:			
Depreciation and amortization	63,455	62,517	35,946
Minority interest	352	(232)	137
Gain on disposal of assets and investments	(450)	(863)	(5,520)
Bad debt expense	-	182,200	15,418
Write-down of assets	23,024	16,500	20,375
Cumulative change in accounting principle, net	-	-	25,671
Goodwill impairment	-	-	79,710
Deferred income tax provision (benefit)	981	719	(41,783)
Changes in assets and liabilities net of effect of acquisitions:			
Accounts receivable, unbilled revenue and retainage, net	(109,470)	(17,121)	41,709
Inventories	(4,347)	(5,807)	(3,031)
Income tax refunds	-	(44,904)	53,414
Other assets, current and non-current portion	(56,665)	(525)	(35,701)
Accounts payable	(1,433)	(3,701)	(11,768)
Other liabilities, current and non- current portion	7,535	(41,617)	11,201
	-----	-----	-----
Net cash (used in) provided by operating activities	(11,871)	54,812	56,972
	-----	-----	-----
Cash flows from investing activities:			
Capital expenditures	(52,638)	(43,915)	(18,965)
Cash paid for acquisitions and contingent consideration, net of cash acquired	(55,303)	(30,313)	(17,269)
Investments in unconsolidated companies and distribution to joint venture partner	(4,900)	(11,450)	-
Investment in life insurance policies	-	-	(1,840)
Repayment of notes receivable	1,100	-	-
Net proceeds from sale of assets and investments	54,065	2,336	14,280
	-----	-----	-----
Net cash used in investing activities	(57,676)	(83,342)	(23,794)
	-----	-----	-----
Cash flows provided by (used in) financing activities:			
Proceeds (repayments) from revolving credit facilities, net	(71,538)	58,645	(71,107)
Proceeds from issuance of common stock	133,695	1,146	307
	-----	-----	-----
Net cash provided by (used in) financing activities	62,157	59,791	(70,800)
	-----	-----	-----
Net (decrease) increase in cash and cash equivalents	(7,390)	31,261	(37,622)
Net effect of translation on cash	(1,788)	(1,240)	(2,126)
Cash and cash equivalents--beginning of period	27,635	18,457	48,478
	-----	-----	-----
Cash and cash equivalents--end of period	\$ 18,457	\$ 48,478	\$ 8,730
	=====	=====	=====
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest	\$ 18,042	\$ 20,115	\$ 19,576
	=====	=====	=====
Income taxes	\$ 44,618	\$ 10,016	\$ 1,555
	=====	=====	=====

(continued)

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

MASTEC, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS-(Continued)

During the year ended December 31, 2000, we completed certain acquisitions which have been accounted for as purchases. The fair value of the net assets acquired excluding goodwill totaled \$16.2 million and was comprised primarily of \$26.9 million of accounts receivable, \$9.4 million of property and equipment, \$1.1 million of other assets and \$5.8 million in cash, offset by \$27.0 million of assumed liabilities. The excess of the purchase price over the net assets acquired was \$73.4 million and was allocated to goodwill. The total purchase price of \$89.6 million was paid by issuing \$36.5 million of common stock (0.6 million shares) and notes and \$53.1 million in cash. We also issued 207,171 shares of common stock with a value of \$15.8 million related to the payment of contingent consideration from earlier acquisitions. Of the \$15.8 million, \$0.2 million was recorded as a reduction of other current liabilities and \$15.6 million as additional goodwill. Additionally, \$8.0 million of contingent consideration was paid in cash and was recorded as goodwill.

During the year ended December 31, 2001, we completed certain acquisitions which have been accounted for as purchases. The fair value of the net assets excluding goodwill acquired totaled \$2.6 million and was comprised primarily of \$3.0 million of accounts receivable, \$2.0 million of property and equipment, \$0.5 million of other assets and \$0.2 million in cash, offset by \$3.1 million of assumed liabilities. The excess of the purchase price over the fair value of net assets acquired was \$2.7 million and was allocated to goodwill. The total purchase price of \$5.3 million is comprised of \$4.0 million in cash and the balance in seller financing. We also paid approximately \$25.9 million related to contingent consideration from earlier acquisitions of which \$0.6 million was reflected as additional goodwill and \$25.3 million reflected as a reduction in other current liabilities.

During the year ended December 31, 2002, we paid approximately \$17.3 million related to contingent consideration from earlier acquisitions that was reflected as a reduction in other current liabilities.

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Nature of the Business and Summary of Significant Accounting Policies

We are a leading end-to-end communication, broadband and energy infrastructure service provider for a broad range of clients in North America and Brazil. We design, build, install, maintain, upgrade and monitor internal and external networks and other facilities for our clients. We are one of the few national, multi-disciplinary infrastructure providers that furnishes a comprehensive solution to our clients' infrastructure needs ranging from basic installation and construction to sophisticated engineering, design and integration. Our diverse and long-standing client base, experienced management and integrated value added service offering provide a stable base of repeat business and enable us to quickly and efficiently meet client demands.

A summary of the significant accounting policies followed in the preparation of the accompanying consolidated financial statements is presented below:

Management estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. The more significant estimates relate to our revenue recognition, allowance for doubtful accounts, intangible assets, accrued insurance, income taxes, litigation and contingencies. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for our judgments about our results and the carrying values of our assets and liabilities. Actual results and values may differ from these estimates.

Principles of consolidation. The consolidated financial statements include MasTec, Inc. and its subsidiaries. Other parties' interests in

consolidated entities are reported as minority interests. All material intercompany accounts and transactions have been eliminated.

Reclassifications. Certain prior year amounts have been reclassified to conform to the 2002 presentation.

Comprehensive income (loss). As reflected in the consolidated statements of changes in shareholders' equity, comprehensive income is a measure of net income and all other changes in equity that result from transactions other than with shareholders. Comprehensive loss consists of net loss and foreign currency translation adjustments. Our comprehensive income (losses) for the years ended December 31, 2000, 2001 and 2002 were \$64.2 million, \$(95.5) million and \$(133.4) million, respectively.

Foreign currency. We operate in Brazil, which is subject to greater political, monetary, economic and regulatory risks than our domestic operations. Assets and liabilities of foreign subsidiaries and equity with a functional currency other than U.S. dollars are translated into U.S. dollars at exchange rates in effect at the end of the reporting period. Foreign entity revenue and expenses are translated into U.S. dollars at the average rates that prevailed during the period. The resulting net translation gains and losses are reported as foreign currency translation adjustments in shareholders' equity as a component of other accumulated comprehensive income. Exchange gains and losses on transactions and equity investments denominated in a currency other than their functional currency are included in results of operations as incurred.

Revenue recognition. Revenue and related costs for short-term construction projects (i.e., generally projects with a duration of less than one month) are recognized as the services are rendered, generally using units of output. Revenue generated by certain long-term construction contracts are accounted for by the percentage of completion method under which income is recognized based on the ratio of estimated cost incurred to total estimated contract cost. We follow this method since reasonably dependable estimates of the revenue and costs applicable to various stages of a contract can be made. Recognized revenue and profits are subject to revisions as the contract progresses to completion. Revisions in profit estimates are charged to income in the period in which the facts that give rise to the revision become known. We also provide management, coordination, consulting and administration services for network infrastructure projects. Compensation for such services is recognized ratably over the term of the service agreement. At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is accrued.

Billings in excess of costs and estimated earnings on uncompleted contracts are classified as current liabilities. Any costs in excess of billings are classified as current assets. Work in process on contracts is based on work performed but not billed to clients as per individual contract terms.

Allowance for doubtful accounts. We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our clients to make required payments. Management analyzes historical bad debt experience, client concentrations, client credit-worthiness, the availability of mechanic's and other liens, the existence of payment bonds and other sources of payment, and current economic trends when evaluating the adequacy of the allowance for doubtful accounts.

Earnings per share. Basic earnings per common share is computed by dividing income available to common shareholders by the weighted average number of common shares outstanding. Diluted earnings per common share include the dilutive effect of stock options using the treasury stock method. The difference between the weighted average common shares outstanding used to calculate basic and diluted earnings per share relates to stock options assumed exercised under the treasury method of accounting of approximately 1,984,000 for the year ended December 31, 2000. Included in the diluted earnings per share computation are approximately 167,000 shares for the year ended December 31, 2000 to be issued in connection with an acquisition of a network service provider. Potentially dilutive shares for the year ended December 31, 2001 and 2002 totaling 199,000 and 74,000 shares, respectively, were not included in the diluted per share calculation because their effect would be anti-dilutive. Accordingly, for the years ended December 31, 2001 and 2002, diluted net loss per common share is the same as basic net loss per common share.

Cash and cash equivalents. We consider all short-term investments with maturities of three months or less when purchased to be cash equivalents. At December 31, 2001 and 2002, we had cash and cash equivalents denominated in Brazilian reais that translate to approximately \$4.0 million and \$1.5 million, respectively.

Inventories. Inventories (consisting principally of materials and supplies) are carried at the lower of first-in, first-out cost or market. During 2002, the Company recorded an obsolescence reserve of \$5.2 million in "Costs of revenue" in the consolidated statement of operations.

Property and equipment. Property and equipment are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are depreciated over the shorter of the term of the lease or the estimated useful lives of the improvements. Expenditures for repairs and maintenance are charged to expense as incurred. Expenditures for betterments and major improvements are capitalized and depreciated over the remaining useful life of the asset. The carrying amounts of assets sold or retired and related accumulated depreciation are eliminated in the year of disposal and the resulting gains and losses are included in other income or expense.

Deferred Financing Costs. Deferred financing costs related to the Company's revolving credit facility and the senior subordinated notes whose short and long-term portions are included in other current and non-current assets in the consolidated balance sheets are amortized over the related terms of the debt using the effective interest method. The net deferred financing costs were \$3.1 million and \$6.2 million at December 31, 2001 and 2002, respectively.

Software Capitalization. The Company capitalizes certain costs incurred in connection with developing or obtaining internal use software in accordance with American Institute of Certified Public Accountants Statement of Position 98-1, Accounting for the Costs of Computer Software Developed or Obtained for Internal Use. These capitalized software costs are included in "Property and equipment, net" in the consolidated balance sheets and are being amortized ratably over a period not to exceed seven years.

Intangibles and other long lived assets. Intangibles, long-lived assets and goodwill are recorded at estimated fair value. Intangibles are amortized on a straight-line basis over periods of up to 5 years. We assess the impairment of identifiable intangibles, long-lived assets and goodwill whenever events or changes in circumstances indicate that the carrying value may not be recoverable.

In July 2001, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standard (SFAS) No. 142, Goodwill and Other Intangible Assets. SFAS No. 142 requires that goodwill be assessed at least annually for impairment by applying a fair-value based test. Goodwill is no longer amortized over its estimated useful life. In addition, acquired intangible assets are required to be recognized and amortized over their useful lives if the benefit of the asset is based on contractual or legal rights. Effective January 1, 2002, we adopted SFAS No. 142 resulting in a write-down of our goodwill, net of tax, in the amount of \$25.7 million, which is reflected in our consolidated financial statements as a cumulative effect due to a change in accounting principle as discussed in Note 2. Impairment losses subsequent to adoption are performed during the fourth quarter of each year starting in the fourth quarter of 2002 and are reflected in operating income or loss in the consolidated statement of operations. During the fourth quarter of 2002, we recorded an additional impairment charge of \$79.7 million which is reflected in operating losses in the consolidated statement of operations for the year ended December 31, 2002.

In October 2001, the FASB issued SFAS No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets. SFAS No. 144 addresses financial accounting and reporting for the impairment or disposal of long-lived assets. This statement supersedes SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of, and establishes a single accounting model, based on the framework established in SFAS No. 121, for long-lived assets to be disposed of by sale.

The Company reviews its long-lived assets, including property and equipment that are held and used in its operations for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable, as required by FAS 144. If such an event or change in circumstances is present, the Company will estimate the undiscounted future cash flows, less the future outflows necessary to obtain those inflows, expected to result from the use of the asset and its eventual disposition. If the sum of the undiscounted future cash flows is less than the carrying amount of the related assets, the Company will recognize an impairment loss or review its depreciation policies as may be appropriate. The Company records impairment losses resulting from such abandonment in operating income. Assets to be disposed of are reclassified as assets held for sale at the lower of their carrying amount or fair value less costs to sell. Write-downs to fair value less costs to sell are reported above the operating income line as other expense. We adopted SFAS No. 144 effective

January 1, 2002. See Note 5 for discussion of impairment losses recognized in 2002.

Accrued insurance. The Company is insured for worker's compensation, employers' liability, auto liability, and general liability claims subject to a \$1.0 million deductible per claim. Losses up to the deductible amounts are accrued based upon the Company's estimates of the ultimate liability for claims incurred and an estimate of claims incurred but not reported. The accruals are based upon known facts and historical trends and management believes such accruals to be accurate. Because the Company retains those risks, up to certain limits, a change in experience or actuarial assumptions that did not affect the rate of claims payments could nonetheless materially affect results of operations in a particular period.

Income taxes. We record income taxes using the liability method of accounting for deferred income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequence of temporary differences between the financial statement and income tax bases of our assets and liabilities. We estimate our income taxes in each of the jurisdictions in which we operate. This process involves estimating our tax exposure together with assessing temporary differences resulting from differing treatment of items, such as deferred revenue, for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in our balance sheet. While we have considered future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance, in the event that we determine that we will not be able to realize all or part of the net deferred tax asset in the future, an adjustment to the deferred tax asset would be charged to income in the period such determination is made.

Stock Based Compensation. The Company accounts for its stock-based award plans in accordance with Accounting Principle Board ("APB") Opinion No. 25, Accounting for Stock Issued to Employees, and related interpretations, under which compensation expense is recorded to the extent that the current market price of the underlying stock exceeds the exercise price. Note 9 provides the assumptions used to calculate the pro forma net income (loss) and pro forma earnings (loss) per share disclosures as if the stock-based awards had been accounted for using the provisions of Statement of Financial Accounting Standards ("SFAS") No. 123, Accounting for Stock-Based Compensation. The required pro forma disclosures are as follows: (in thousands, except per share data)

	2000 -----	2001 -----	2002 -----
Net income (loss)			
As reported	\$ 65,147	\$ (92,354)	\$(128,806)
Pro forma	\$ 41,707	\$(106,944)	\$(134,196)
Net income (loss)			
Basic:			
As reported	\$ 1.40	\$ (1.93)	\$ (2.69)
Pro forma	\$ 0.90	\$ (2.24)	\$ (2.80)
Net income (loss)			
Diluted:			
As reported	\$ 1.35	\$ (1.93)	\$ (2.69)
Pro forma	\$ 0.86	\$ (2.24)	\$ (2.80)

Fair value of financial instruments. We estimate the fair market value of financial instruments through the use of public market prices, quotes from financial institutions and other available information. Judgment is required in interpreting data to develop estimates of market value and, accordingly, amounts are not necessarily indicative of the amounts that we could realize in a current market exchange. Our short-term financial instruments, including cash and cash equivalents, accounts and notes receivable, accounts payable and other liabilities, consist primarily of instruments without extended maturities, the fair value of which, based on management's estimates, equaled their carrying values. At December 31, 2001 and 2002, the fair value of senior subordinated notes was \$163.7 million and \$170.5 million, respectively, based on quoted market values. We use letters of credit to back certain insurance policies. The letters of credit reflect fair value as a condition of their underlying purpose and are subject to fees competitively determined in the marketplace.

New pronouncements. In May 2002, the FASB issued SFAS No. 145, Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections. SFAS No. 145 rescinds the automatic treatment of gains or losses from extinguishment of debt as extraordinary unless they meet the criteria for extraordinary items as outlined in APB

Opinion No. 30, Reporting the Results of Operations, Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions. SFAS No. 145 also requires sale-leaseback accounting for certain lease modifications that have economic effects that are similar to sale-leaseback transactions and makes various technical corrections to existing pronouncements. The provisions of SFAS No. 145 related to the rescission of FASB Statement 4 are effective for fiscal years beginning after May 15, 2002, with early adoption encouraged. All other provisions of SFAS No. 145 are effective for transactions occurring after May 15, 2002, with early adoption encouraged. We do not anticipate that adoption of SFAS No. 145 will have a material effect on our results of operations or financial position.

In June 2002, the FASB issued SFAS No. 146, Accounting for Costs Associated with Exit or Disposal Activities. This statement requires the recording of costs associated with exit or disposal activities at their fair values only once a liability exists. Under previous guidance, certain exit costs were accrued when management committed to an exit plan, which may have been before an actual liability arose. The provisions of SFAS No. 146 are effective for exit or disposal activities that are initiated after December 31, 2002, with early adoption encouraged. We do not anticipate that adoption of SFAS No. 146 will have a material effect on our results of operations or financial position.

In December 2002, the Financial Accounting Standards Board issued Statement of Accounting Standards No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure an Amendment of FASB Statement No. 123 ("SFAS 148") which is effective for years ending after December 15, 2002. SFAS 148 amends Statement of Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"), to provide alternative methods of transition for an entity that voluntarily changes to the fair value based method of accounting for stock-based employee compensation. It also amends the disclosure provisions of SFAS 123 to require prominent disclosure about the effects on reported net earnings of an entity's accounting policy decisions with respect to stock-based compensation. Finally, SFAS 148 amends APB Opinion No. 28, "Interim Financial Reporting," to require disclosure about those effects in interim financial information. We will continue to apply APB Opinion No. 25, "Accounting for Stock Issued to Employees" and related interpretations in accounting for stock-based compensation plans, which continues to be allowed under SFAS 123, as amended by SFAS 148. In addition, we have made the required prominent disclosure with respect to stock-based compensation in Note 9 of the Notes to the Consolidated Financial Statements and will include the additional required disclosures in all future interim financial statements.

Note 2 - Goodwill and Other Intangible Assets

As discussed in Note 1, in January 2002 we adopted SFAS No. 142, which requires companies to stop amortizing goodwill and certain intangible assets with an indefinite useful life. Instead, SFAS No. 142 requires that goodwill and intangible assets deemed to have an indefinite useful life be reviewed for impairment upon adoption of SFAS No. 142 and annually thereafter.

Under SFAS No. 142, goodwill impairment is deemed to exist if the net book value of a reporting unit exceeds its estimated fair value as determined using a discounted cash flow methodology applied to the particular unit. This methodology differs from MasTec's previous policy, in accordance with accounting standards existing at that time, of using undiscounted cash flows on an enterprise-wide basis to determine recoverability. Upon adoption of SFAS No. 142 in the first quarter of 2002, we recorded a one-time, non-cash charge of approximately \$25.7 million net of \$13.8 million tax benefit to reduce the carrying value of our goodwill. This charge is reflected as a cumulative effect of an accounting change in the accompanying consolidated statement of operations. The SFAS No. 142 goodwill impairment recorded in the first quarter is associated with goodwill resulting from the acquisition of various inside plant infrastructure businesses and is based on discounting our projected future cash flows for these companies. During 2001, our inside plant infrastructure businesses experienced losses due to a decrease in demand for services from telecommunications equipment manufacturers, competitive local exchange carriers and corporate clients. Based on that trend, our earnings forecasts were revised, resulting in an impairment of the goodwill associated with our acquisitions of businesses that provide these services.

During the fourth quarter of 2002, we performed an annual review of goodwill for impairment. The review resulted in a goodwill impairment charge of approximately \$79.7 million (\$51.9 million, net of tax) and is based, in part, on an overall decline in the market value of our stock and market values of other companies that serve our industry. Impairment adjustments recognized after adoption are required to be recognized as

operating expenses and have been presented under "Goodwill impairment" on the accompanying consolidated statements of operations. The primary factors contributing to the impairment charge was the overall deterioration of the business climate during 2002, the continued depression in the Company's stock price, and the expected termination of various operations as a result of our restructuring plan (see Note 7).

A summary of changes in the Company's goodwill for the year ended December 31, 2002 is as follows (in thousands):

Note 2 - Goodwill and Other Intangible Assets (cont'd)

Balance as of January 1, 2002	\$ 264,826
Transitional impairment	(39,512)
Annual evaluation	(79,710)
Other reclassifications	5,380

Balance as of December 31, 2002	\$ 150,984
	=====

The following table sets forth our results for the years ended December 31, 2000 and 2001, which are presented on a basis comparable to the 2002 results, adjusted to exclude amortization expense related to goodwill:

	Year ended December 31,		
	2000	2001	2002
Income (loss) before cumulative effect of accounting change, as reported	\$ 65,147	\$(92,354)	\$(103,135)
Adjustments:			
Goodwill amortization, net of tax	6,857	6,234	-
	-----	-----	-----
Income (loss) before cumulative effect of accounting change, as adjusted	\$ 72,004	\$(86,120)	\$(103,135)
	=====	=====	=====
Net income (loss), as reported	\$ 65,147	\$(92,354)	\$(128,806)
Adjustments:			
Goodwill amortization, net of tax	6,857	6,234	-
	-----	-----	-----
Net income (loss), as adjusted	\$ 72,004	\$(86,120)	\$(128,806)
	=====	=====	=====
Basic earnings per share:			
Net income (loss), as reported	\$ 1.40	\$ (1.93)	\$ (2.69)
Adjustments:			
Goodwill amortization, net of tax	0.15	0.13	-
	-----	-----	-----
Net income (loss), as adjusted	\$ 1.55	\$ (1.80)	\$ (2.69)
	=====	=====	=====
Diluted earnings per share:			
Net income (loss), as reported	\$ 1.35	\$ (1.93)	\$ (2.69)
Adjustments:			
Goodwill amortization, net of tax	0.14	0.13	-
	-----	-----	-----
Net income (loss), as adjusted	\$ 1.49	\$ (1.80)	\$ (2.69)
	=====	=====	=====

Note 3 - Other Assets and Liabilities

Other non-current assets consists of the following as of December 31, 2001 and 2002 (in thousands):

	2001	2002
	-----	-----
Long-term receivables, including retainage	\$12,236	\$11,311
Non-core investments	10,132	12,122
Real estate held for sale	5,473	1,683
Deferred finance costs, net	2,616	4,834
Cash surrender value of insurance policies	1,774	3,402
Non-compete agreement, net	1,323	810
Other	7,346	4,728
	-----	-----
Total	\$40,900	\$38,890

Other current and non-current liabilities consists of the following as of December 31, 2001 and 2002 (in thousands):

Current liabilities	2001	2002

Obligations related to prior acquisitions	\$ 21,246	\$ 4,919
Accrued compensation	20,727	21,302
Accrued insurance	10,448	11,354
Accrued severance	7,250	571
Accrued interest	6,819	6,480
Other	1,920	21,070

Total	\$ 68,410	\$ 65,696
=====		
Non-current liabilities	2001	2002

Accrued insurance	\$ 15,626	\$ 18,521
Net deferred tax liability	10,011	-
Minority interest	2,170	1,797
Other	3,095	1,896

Total	\$ 30,902	\$ 22,214
=====		

Note 4 - Accounts Receivable

Accounts receivable, classified as current, consist of the following (in millions):

	2001	2002

Contract billings	\$ 207.5	\$ 157.7
Retainage	18.2	15.3
Unbilled revenue	46.0	38.0

Total	271.7	211.0
Less Allowance for doubtful accounts	20.0	25.8

Accounts receivable, net	\$ 251.7	\$ 185.2
=====		

Retainage, which has been billed but is not due until completion of performance and acceptance by clients, is expected to be collected within one year. Any retainage expected to be collected beyond a year is recorded in long-term other assets.

	For the Twelve Months Ended (\$ amounts in millions)		
	December 31, 2000	December 31, 2001	December 31, 2002

Allowance for doubtful accounts at beginning of year	\$ 9.7	\$ 11.0	\$ 20.0
Additions charged to bad debt expense	6.6	185.5	15.4
Amounts charged against the allowance, net of recoveries and reclasses	(5.3)	(176.5)	(9.6)

Allowance for doubtful accounts at end of year	\$ 11.0	\$ 20.0	\$ 25.8
=====			

Note 5 - Property and Equipment

Property and equipment is comprised of the following as of December 31, 2001 and 2002 (in thousands):

	2001	2002	Estimated Useful Lives (In Years)
Land	\$ 6,892	\$ 6,451	
Buildings and leasehold improvements	12,953	12,321	5 - 40
Machinery and equipment	290,606	253,135	2 - 15
Office furniture and equipment	29,544	39,726	3 - 5
	-----	-----	
	339,995	311,633	
Less-accumulated depreciation	(188,221)	(193,158)	
	-----	-----	
	\$ 151,774	\$ 118,475	
	=====	=====	

Management reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount may not be realizable. If an evaluation is required, the estimated future undiscounted cash flows associated with the asset are compared to the assets carrying amount to determine if an impairment of such asset is necessary. The effect of any impairment would be to expense the difference between the fair value of such asset and its carrying value.

A review of the carrying value of property and equipment was conducted during the fourth quarter of 2002 in accordance with SFAS No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets. This review was conducted in connection with the Company's plan of exiting businesses that did not have adequate revenue or margins to support the desired level of profitability and consideration of changes in the business environment which caused change in the extent and manner in which these assets were being used (see Note 7).

An impairment loss of \$12.8 million, including \$3.1 million relating to assets held and used, has been recognized and is presented as "Other expense" on the accompanying Consolidated Statement of Operations for property and equipment whose carrying value was not recoverable (carrying value exceeded undiscounted cash flows expected to result from the use and eventual disposition of the assets) and exceeded its fair market value. Fair market value was determined by independent valuations.

As a result of the review, included in property and equipment on the accompanying Consolidated Balance Sheet is property and equipment that is held and used, the carrying amount of which is \$3.0 million. These assets held and used are expected to be disposed of by selling them to third parties within the next 12 months.

Note 6 - Debt

Debt is comprised of the following at December 31, 2001 and 2002 (in thousands):

	2001	2002
	-----	-----
Revolving credit facility at LIBOR plus 2.25% or 4.18% for 2001; and base rate plus 1.0 or 5.25% for base rate loans and Libor + 2.50% for Libor loans for 2002	\$ 70,000	\$ -
Notes payable for equipment, at interest rates from 7.5% to 8.5% due in installments through the year 2004	2,397	1,955
Other revolving debt	1,520	827
7.75% senior subordinated notes due February 2008	195,832	195,860
	-----	-----
Total debt	269,749	198,642
Less current maturities	(1,892)	(1,207)
	-----	-----
Long-term debt	\$ 267,857	\$197,435
	=====	=====

Revolving Credit Facility

We have a credit facility for U.S. operations that provides for borrowings up to an aggregate of \$125.0 million, based on a percentage of eligible accounts receivable and unbilled receivables as well as a fixed amount of equipment that decreases quarterly. Although the credit facility provides for borrowings of up to \$125.0 million, the amount that can be borrowed at any given time is based upon a formula that takes into account, among other things, our eligible billed and unbilled accounts receivable, which can result in borrowing availability of less than the full amount of the facility. As of December 31, 2002, availability under the credit

facility totaled \$39 million net of outstanding standby letters of credit aggregating \$47 million. Substantially all of the outstanding letters of credit are all issued to the Company's insurance providers as part of the Company's insurance program. We had no outstanding draws under the credit facility as of December 31, 2002. Amounts outstanding under the revolving credit facility mature on January 22, 2007. The credit facility is collateralized by a first priority security interest in substantially all of our U.S. assets and a pledge of the stock of certain of our operating subsidiaries. Interest under the facility accrues at rates based, at our option, on the agent bank's base rate plus a margin of between 0.50% and 1.50% or its LIBOR rate (as defined in the credit facility) plus a margin of between 2.0% and 3.0% each depending on certain financial thresholds. The facility includes an unused facility fee of 0.50%, which may be adjusted to as low as 0.375% or as high as 0.625% depending on the achievement of certain financial thresholds.

The credit facility, as amended in March 2003, contains customary events of default (including cross-default) provisions and covenants related to our North American operations that prohibit, among other things, making investments and acquisitions in excess of a specified amount, incurring additional indebtedness in excess of a specified amount, paying cash dividends, making other distributions in excess of a specified amount, making capital expenditures in excess of a specified amount, creating liens, prepaying other indebtedness, including our 7.75% senior subordinated notes, and engaging in certain mergers or combinations without the prior written consent of the lenders. In addition, deterioration in the quality of our billed and unbilled receivables will reduce availability under our credit facility.

The credit facility, as amended in March 2003, contains certain financial covenants that require us to maintain:

- (a) tangible net worth
 - (i.) on or after March 31, 2002 and on or prior to December 31, 2002 of \$180.0 million plus an amount equal to 50% of net income from North American operations with certain adjustments for non-recurring charge amounts for the period from September 30, 2002 through December 31, 2002 and
 - (ii.) any time after December 31, 2002 the greater of our tangible net worth from North American operations and \$167.0 million less \$10.0 million, plus an amount equal to 50% of net income from North American operations from January 1, 2003 through the date of determination, and
- (b) a minimum fixed charge coverage ratio (all as defined in the credit facility) of at least:
 - (i.) for calendar year, 2002, of at least 2.0:1 for the successive periods of three, four, five, six, seven, eight, nine, ten, eleven and twelve consecutive calendar months beginning January 1, 2002 and for calendar year 2003 of at least:
 - (ii.) 1.10:1 for the successive periods of three, four and five consecutive calendar months beginning January 1, 2003;
 - (iii.) 1.25:1 for the successive periods of six, seven and eight consecutive calendar months beginning January 1, 2003;
 - (iv.) 1.50:1 for the successive periods of nine, ten and eleven consecutive calendar months beginning on January 1, 2003;
 - (v.) 1.75:1 for the period of 12 consecutive calendar months ending on December 31, 2003 and
 - (vi.) 2.0:1 for the period of 12 consecutive months ending on or after January 31, 2004.

As of December 31, 2002 we were in compliance with all of the covenants under the credit facility, as amended in March 2003. During 2002, we amended the credit facility to provide a sub-facility for the issuance of letters of credit to secure our potential obligations under casualty insurance programs, to exclude a portion of the cost of implementing our new management information system, and to modify certain financial covenants. Failure to achieve certain results could cause us not to meet these covenants in the future.

Our variable rate credit facility exposes us to interest rate risk. However, we believe that changes in interest rates should not materially affect our financial position, results of operations or cash flows since at December 31, 2002 we had no borrowings under our credit facility.

Senior Subordinated Notes

We have \$200.0 million, 7.75% senior subordinated notes due in February 2008, with interest due semi-annually, of which \$195.9 million, net of discount, is outstanding as of December 31, 2002. The notes also contain default (including cross-default) provisions and covenants restricting many of the same transactions as under our credit facility.

We had no holdings of derivative financial or commodity instruments at December 31, 2002.

The maturities of long-term debt obligations (excluding capital leases) as of December 31, 2002, are as follows (in thousands):

2003.	\$ 1,207
2004.	1,575
2005.	-
2006.	-
2007.	-
Thereafter.	195,860

Total	\$ 198,642
	=====

Note 7 - Restructuring Charges

During the second quarter of 2002, we initiated a study to determine the proper balance of downsizing and cost cutting in relation to our ability to respond to current and future work opportunities in each of our service offerings. The review not only evaluated our current operations, but also the growth and opportunity potential of each service offering as well as the consolidation of back-office processes. As a result of this review, we implemented a restructuring program which included four categories to accomplish:

- * Elimination of service offerings that no longer fit into our core business strategy. This process includes reducing or eliminating service offerings that do not fit our long-term business plan.
- * Reduce or eliminate services that do not produce adequate revenue or margins to support the level of profitability, return on investment or investments in capital resources. This includes exiting contracts that do not meet the minimum rate on return requirements and aggressively seeking to improve margins and reduce costs.
- * Analyze businesses that provide adequate profit contributions but still need margin improvements which includes aggressive cost reductions and efficiencies.
- * Review new business opportunities in similar business lines that can utilize our existing human and physical resources.

The elements of the restructuring program included involuntary terminations of employees in affected service offerings and the consolidation of facilities. The plan resulted in a pre-tax charge of operations of \$3.7 million. The involuntary terminations impacted both the salaried and hourly employee groups. The total employees impacted was approximately 1025. As of December 31, 2002, all employees have been terminated and a balance of \$0.6 million severance and benefit costs remains to be paid. We also closed approximately 25 facilities during 2002 as part of the program and anticipate further office closures in 2003. As of December 31, 2002, we have remaining obligations under existing lease agreements for closed facilities of approximately \$2.1 million.

In addition to the costs noted above, we paid a consulting firm approximately \$4.6 million to assist us in preparing the plan, all of which was expensed in 2002 as the plan was complete as of December 31, 2002. We also recognized valuation allowances and impairment losses related to property and equipment of \$12.8 million in connection with the restructuring plan (see Note 6).

The following is a reconciliation of the restructuring accruals as of December 31, 2002 (in thousands):

Severance costs (1)	\$ 1,075
Lease cancellation costs (2)	2,585

	3,660
Cash payments	(925)

Accrued costs at December 31, 2002	\$ 2,735
	=====

- (1) Severance costs of \$0.9 million are reflected in costs of revenue and \$0.2 million is reflected in general and administrative.
- (2) Lease cancellation costs are reflected in costs of revenue.

Note 8 - Lease Commitments

We have operating lease agreements for our premises and equipment that expire on various dates. The operating lease agreements are subject to escalation. Rent expense for the years ended December 31, 2000, 2001 and 2002 was approximately \$14.4 million, \$19.0 million and \$18.5 million, respectively.

Minimum future lease commitments under non-cancelable operating leases in effect at December 31, 2002 were as follows (in thousands):

2003	\$ 13,660
2004	9,142
2005	4,791
2006	2,035
2007	1,404
Thereafter	234

Total minimum lease payments	\$ 31,266

Note 9 -- Retirement and Stock Option Plans

We have a 401(k) plan covering all eligible employees. Subject to certain dollar limits, eligible employees may contribute up to 15% of their pre-tax annual compensation to the plan. We currently match company common stock 50% of the employee contributions up to 2% of their gross salary and may make discretionary contributions in amounts determined by the Board of Directors. Our matching contributions in the form of Company Common Stock charged to earnings were approximately \$2,077,000, \$1,997,000 and \$806,000 for the years ended December 31, 2000, 2001 and 2002, respectively.

The Company has granted options to purchase its common stock to employees and directors of the Company and its affiliates under various stock option plans at no less than the fair market value of the underlying stock on the date of grant. These options are granted for a term not exceeding ten years and are forfeited in the event the employee or director terminates his or her employment or relationship with the Company or one of its affiliates. All option plans contain anti-dilutive provisions that require the adjustment of the number of shares of the Company common stock represented by each option for any stock splits or dividends.

We have three stock option plans in effect as of December 31, 2002: the 1994 Employee Stock Incentive Plan (the "1994 Plan"), the 1994 Stock Option Plan for Non-Employee Directors (the "Directors' Plan") and the 1999 Non-Qualified Employee Stock Option Plan (the "Non-Qualified Plan"). Typically, options under these plans are granted at fair market value at the date of grant, vest between three to five years after grant and terminate no later than 10 years from the date of grant.

Under these plans there were a total of 2,028,798, 1,118,253 and 815,855 options available for grant at December 31, 2000, 2001 and 2002, respectively. The 1994 Plan and the Directors Plan expire in 2004. In addition, there are 286,450 options outstanding under individual option agreements with varying vesting schedules at exercise prices ranging from \$2.56 to \$17.67 with terms up to 10 years. We also have a 1997 non-qualified employee stock purchase plan under which eligible employees may purchase common stock of the company through payroll deductions or in a lump sum at a 15% discount from fair market value.

The following is a summary of all stock option transactions:

	Stock Options	Weighted Average Exercise Price	Weighted Average Fair Value of Options Granted
	-----	-----	-----
Outstanding December 31, 1999	5,855,940	\$ 16.81	
Granted	711,820	32.28	\$20.39
Exercised	(584,794)	10.98	
Canceled	(151,604)	20.44	
	-----	-----	
Outstanding December 31, 2000	5,831,362	19.07	
Granted	1,341,794	10.88	\$ 7.79
Exercised	(7,693)	11.26	
Canceled	(440,076)	23.15	
	-----	-----	

Outstanding December 31, 2001	6,725,387	17.18	
Granted	933,500	5.41	\$ 3.84
Exercised	-	-	
Canceled	(622,275)	22.50	
	-----	-----	
Outstanding December 31, 2002	7,036,612	\$ 15.32	
	=====	=====	

The following tables summarize information about stock options outstanding:

As of December 31, 2002					
Stock Options Outstanding			Options Exercisable		
Range of Exercise Prices	Number of Stock Options	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Number of Stock Options	Weighted Average Exercise Price
\$ 2.56 - 3.34	195,000	5.37	\$ 3.16	45,000	\$ 2.56
3.42 - 6.14	1,116,966	5.14	5.30	579,175	5.30
6.19 - 14.98	2,834,777	5.05	12.51	2,175,201	12.96
15.02 - 21.25	1,866,191	6.52	19.27	1,750,254	19.45
25.58 - 36.88	993,178	4.21	28.67	753,958	28.40
39.91 - 45.08	30,500	4.36	43.64	20,335	43.64
	-----	-----	-----	-----	-----
\$ 2.56 - 45.08	7,036,612	5.34	\$15.32	5,323,923	\$16.48
	=====	=====	=====	=====	=====

As of December 31, 2000 we had 2,982,238 of options which were exercisable at a weighted average exercise price of \$14.86. As of December 31, 2001 we had 4,276,377 which were exercisable at a weighted average exercise price of \$16.90.

We have elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations in accounting for our employees' stock options. Pursuant to APB No. 25, no compensation cost has been recognized.

We have reflected below the 2000, 2001 and 2002 earnings and the proforma earnings as if compensation expense relative to the fair value of the options granted had been recorded under the provisions of SFAS No. 123 "Accounting for Stock- Based Compensation." The fair value of each option grant was estimated using the Black-Scholes option-pricing model with the following assumptions used for grants in 2000, 2001 and 2002, respectively: a five, five and seven year expected life; volatility factors of 60%, 79% and 74%; risk-free interest rates of 5.75%, 3.50% and 3.0%; and no dividend payments.

	2000	2001	2002
	-----	-----	-----
Net income (loss) (in thousands):			
As reported	\$ 65,147	\$ (92,354)	\$(128,806)
	=====	=====	=====
Pro forma	\$ 41,707	\$(106,944)	\$(134,196)
	=====	=====	=====
Basic earnings (loss) per share:			
As reported	\$ 1.40	\$ (1.93)	\$ (2.69)
Pro forma	\$ 0.90	\$ (2.24)	\$ (2.80)
Diluted earnings (loss) per share:			
As reported	\$ 1.35	\$ (1.93)	\$ (2.69)
Pro forma	\$ 0.86	\$ (2.24)	\$ (2.80)

Note 10 - Income Taxes

The provision (benefit) for income taxes before cumulative change in accounting principle consists of the following (in thousands):

	2000	2001	2002
	-----	-----	-----
Current:			

Federal	\$ 36,669	\$(46,068)	\$(22,220)
Foreign	354	220	498
State and local	7,873	(9,729)	(1,968)
	-----	-----	-----
	44,896	(55,577)	(23,690)
	-----	-----	-----
Deferred:			
Federal	727	508	(32,731)
Foreign	-	-	(444)
State and local	254	211	(8,608)
	-----	-----	-----
	981	719	(41,783)
	-----	-----	-----
Provision (benefit) for income taxes	\$ 45,877	\$(54,858)	\$(65,473)
	=====	=====	=====

The tax effects of significant items comprising our net deferred tax (liability) asset as of December 31, 2001 and 2002 are as follows (in thousands):

	2001	2002
	-----	-----
Current:		
Deferred tax assets		
Non-compete	\$ 6,211	\$ 4,681
Bad debts	6,710	7,429
Accrued self insurance	7,484	9,947
Operating loss and tax credit carry forward	974	34,159
Other	2,674	3,592
Goodwill	-	18,873
	-----	-----
Subtotal	24,053	78,681
Deferred tax liabilities:		
Accounts receivable retainage	10,187	9,317
Property and equipment	15,946	8,270
Basis differences in acquired assets	2,027	1,979
Other	5,904	11,415
	-----	-----
Total deferred tax liabilities	34,064	30,981
	-----	-----
Net deferred tax (liability) asset	\$(10,011)	\$47,700
	=====	=====

At December 31, 2002, the Company has approximately \$65.0 million of net operating loss carry forwards for US federal income tax purposes that expire in 2022. Additionally, the Company has net operating loss carryforwards for U.S. state and local purposes that expire from 2005 to 2022.

In assessing the ability to realize the deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which these temporary differences become deductible. Management considers the projected future taxable income and prudent and feasible tax planning strategies in making this assessment. Accordingly, no valuation allowance is recorded at December 31, 2002.

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

	2000	2001	2002
	-----	-----	-----
U.S. statutory federal rate			
applied to pretax income	35%	(35)%	(35)%
State and local income taxes	5	(4)	(5)
Amortization and impairment	1	1	2
Non-deductible expenses	1	1	-
Other	(1)	-	-
	-----	-----	-----
Provision (benefit) for income taxes	41%	(37)%	(38)%
	=====	=====	=====

The IRS is currently auditing the year ended December 31, 1999 and certain other years as a result of net operating losses carried back in 2001. We believe that the ultimate disposition of this matter will not have a material adverse effect on our consolidated financial statements.

Note 11 - Operations by Geographic Areas and Segments

We operate in one reportable segment as a specialty contractor. We design, build, install, maintain and upgrade aerial, underground, and buried fiber-optic, coaxial and copper cable systems owned by local and long distance communications carriers and cable television multiple system operators. Additionally, we provide similar services related to the installation of integrated voice, data and video local and wide area networks within office buildings and similar structures and also provide construction and maintenance services to electrical and other utilities. All of our operating units have been aggregated into one reporting segment due to their similar customer bases, products and production and distribution methods. We also operate in Brazil through an 87.5% joint venture that we consolidate net of a 12.5% minority interest after tax. Our Brazilian operations perform similar services and for the years ended December 31, 2000, 2001 and 2002 had revenue of \$55.3 million, \$57.9 million and \$41.8 million, respectively. Total assets for Brazil aggregated \$33.9 million and \$35.3 million as of December 31, 2001 and December 31, 2002, respectively.

Note 12 - Commitments and Contingencies

In November of 1997, the Company filed two suits against Miami-Dade County seeking unpaid amounts due under several contracts between the Company and the county for road repair, paving, sidewalk construction and road stripping. Miami-Dade County filed counterclaims seeking recovery of amounts paid by the county to the Company for work that was not actually performed by one of the Company's subcontractors. Following a mediation that occurred in December of 2002, the Company and Miami-Dade County settled all claims arising out of the litigation with the Company making payment to Miami-Dade County in the amount of \$2.25 million in February 2003. Following the settlement, the litigation has been dismissed.

The labor union representing the workers of Sistemas e Instalaciones de Telecomunicacion S.A. ("Sintel"), a former MasTec subsidiary, has instigated an investigative action with a Spanish federal court that commenced in July 2001 alleging that five former members of the board of directors of Sintel, including Jorge Mas, the Chairman of the Board of MasTec, and his brother Juan Carlos Mas, approved a series of allegedly unlawful transactions that led to the bankruptcy of Sintel. We are also named as a potentially liable party. The union alleges Sintel and its creditors were damaged in the approximate amount of 13 billion pesetas (\$81.9 million at December 31, 2002 exchange rates). As discussed in prior filings, the Spanish judge has taken no action to enforce a bond order pending since July 2001 for the amount of alleged damages. A Spanish judge has met with certain of our executives, but neither we nor our executives have been served in the action.

On January 9, 2002, Harry Schipper, a MasTec shareholder, filed a shareholder derivative lawsuit in the U.S. District Court for the Southern District of Florida against us as nominal defendant and against certain current and former members of the Board of Directors and senior management, including Jorge Mas, our Chairman of the Board, and Austin J. Shanfelter, our President and Chief Executive Officer. The lawsuit alleges mismanagement, misrepresentation and breach of fiduciary duty as a result of a series of allegedly fraudulent and criminal transactions, including both the matters described above, the severance we paid our former chief executive officer, and our investment in and financing of a client that subsequently filed for bankruptcy protection, as well as certain other matters. The lawsuit seeks damages and injunctive relief against the individual defendants on MasTec's behalf. The Board of Directors has formed a special committee, as contemplated by Florida law, to investigate the allegations of the complaint and to determine whether it is in the best interests of MasTec to pursue the lawsuit. The lawsuit has been administratively dismissed without prejudice by agreement of the parties to permit the committee to complete its investigation. On July 16, 2002, Mr. Schipper made a supplemental demand on our Board of Directors by letter to investigate allegations that (a) we reported greater revenue in an unspecified amount on certain contracts than permitted under the contract terms and (b) we recognized between \$3-\$5 million in income for certain projects on the books of two separate subsidiaries. These additional allegations have also been referred to the special committee for investigation.

We believe we have meritorious defenses to the actions described above. We are also a party to other pending legal proceedings arising in the normal course of business. While complete assurance cannot be given as to the outcome of any legal claims, we believe that any financial impact would not

be material to our results of operations, financial position or cash flows.

We have commitments to pay life insurance premiums on policies on the life of our chairman of the board and our chief executive officer totalling \$22.9 million over the next nineteen years, obligations related to acquisitions of \$4.9 million, capital leases totaling \$2.3 million, operating lease commitments of \$31.3 million and revolving debt of \$0.1 million.

Our operations in Brazil are subject to the risks of political, currency, economic or social instability, including the possibility of expropriation, confiscatory taxation, hyper-inflation or other adverse regulatory or legislative developments, or limitations on the repatriation of investment income, capital and other assets. We cannot predict whether any of these factors will occur in the future or the extent to which such factors would have a material adverse effect on our Brazilian operations.

In certain circumstances, the Company is required to provide performance bonds in connection with its contractual commitments.

Note 13 - Concentrations of Risk

In the course of its operations, the Company is subject to certain risk factors, including, but not limited to risks related to rapid technological and structural changes in the industries the Company serves, internal growth and operating strategies, economic downturn, collectibility of receivables, acquisition integration and financing, significant fluctuations in quarterly results, contracts, management of growth, dependence on key personnel, availability to qualified employees, competition, recoverability of goodwill, and potential exposures to environmental liabilities.

We have more than 200 clients throughout the United States, Canada and Brazil, which include some of the largest and most prominent companies in the communications, broadband and energy fields, as well as government agencies such as departments of transportation. Our clients include incumbent local exchange carriers, broadband and satellite operators, public and private energy providers, long distance carriers, financial institutions and wireless service providers. We grant credit, generally without collateral to our customers. Consequently, we are subject to potential credit risk related to changes in business and economic factors. However, we generally are entitled to payment for work performed and have certain lien rights on that work and concentrations of credit risk are limited due to the diversity of the customer base. We believe our billing and collection policies are adequate to minimize potential credit risk. No customer accounted for more than 10% of revenues during the years ended December 31, 2000, 2001 and 2002.

We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our clients to make required payments. Management analyzes historical bad debt experience, client concentrations, client credit-worthiness, the availability of mechanic's and other liens, the existence of payment bonds and other sources of payment, and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. If our judgments regarding the collectability of our accounts receivables were incorrect, adjustments to the allowance may be required, which would reduce our profitability. Prior to 2001, the allowance for doubtful accounts had averaged approximately \$3.0 to \$6.0 million annually, as we had not incurred significant bad debts or experienced significant client bankruptcies. However, during 2001 and 2002, we recorded bad debt provisions of \$15.4 million and \$185.5 million, respectively, primarily due to the unprecedented number of clients that filed for bankruptcy protection during the year 2001 and general economic climate of 2002. As of December 31, 2002, we had remaining receivables from clients undergoing bankruptcy reorganization totaling \$10.6 million net of \$7.0 million in specific reserves. Based on the analytical process described above, management believes that we will recover the net amounts recorded. We maintain an allowance for doubtful accounts of \$25.8 million as of December 31, 2002 for both specific customers and as a general reserve. There can be no assurance that we will collect the amounts reflected on our books for these clients as well as other clients. Should additional clients file for bankruptcy or experience difficulties, or should anticipated recoveries in existing bankruptcies and other workout situations fail to materialize, we could experience reduced cash flows and losses in excess of the current allowance.

Note 14 - Other Expense, Net

For the year ended December 31, 2000 other expense, net is comprised primarily of a \$26.3 million write-down of certain non-core international assets resulting from management's review of the carrying value of such assets.

For the year ended December 31, 2001 other expense, net is comprised primarily of an impairment charge of \$6.5 million related to our equity investment in a client and a \$10.0 million write-down of non-core international assets.

For the year ended December 31, 2002 other expense, net is comprised primarily of the net of a \$5.0 million gain on disposal of certain non-core assets, investments and excess equipment and a \$13.2 million valuation allowance against assets held for sale and investments.

Note 15 - Quarterly Information (Unaudited)

The following table presents unaudited quarterly operating results for the two years ended December 31, 2001 and 2002. We believe that all necessary adjustments have been included in the amounts stated below to present fairly the quarterly results when read in conjunction with the Consolidated Financial Statements and Notes thereto for the years ended December 31, 2001 and 2002.

	2001 Quarter Ended				2002 Quarter Ended			
	Mar 31	Jun 30	Sep 30	Dec 31	Mar 31	Jun 30	Sep 30	Dec 31
	(in thousands, except per share data)							
Revenue	\$337,212	\$330,220	\$302,243	\$252,905	\$203,782	\$213,041	\$231,758	\$ 189,474
Net income (loss) before cumulative effect of accounting charge	\$ 3,297	\$ (2,162)	\$(75,241)	\$(18,247)	\$ 1,235	\$ 1,798	\$ 2,363	\$(108,531)
Net income (loss)	\$ 3,297	\$ (2,162)	\$(75,241)	\$(18,247)	\$(24,436)	\$ 1,798	\$ 2,363	\$(108,531)
Basic earnings (loss) per share before cumulative effect of accounting charge	\$ 0.07	\$ (0.05)	\$ (1.57)	\$ (0.38)	\$ 0.03	\$ 0.04	\$ 0.05	\$ (2.26)
Diluted earnings (loss) per share before cumulative effect of accounting charge	\$ 0.07	\$ (0.05)	\$ (1.57)	\$ (0.38)	\$ 0.03	\$ 0.04	\$ 0.05	\$ (2.26)
Basic earnings (loss) per share	\$ 0.07	\$ (0.05)	\$ (1.57)	\$ (0.38)	\$ (0.51)	\$ 0.04	\$ 0.05	\$ (2.26)
Diluted earnings (loss) per share	\$ 0.07	\$ (0.05)	\$ (1.57)	\$ (0.38)	\$ (0.51)	\$ 0.04	\$ 0.05	\$ (2.26)

In the first quarter of 2001, we recorded a reserve of \$13.1 million, net of tax or \$0.27 per share primarily due to clients filing for bankruptcy protection.

In the second quarter of 2001, we recorded a reserve of \$9.6 million, net of tax or \$0.20 per share primarily due to clients filing for bankruptcy protection.

In the third quarter of 2001, we recorded charges of \$81.0 million, net of tax or \$1.70 per share due to reserves relating to receivables, a write-down of non-core international assets and severance expense.

In the fourth quarter of 2001, we recorded charges of \$23.8 million, net of tax or \$0.50 per share due to reserves relating to receivables.

Note 15 - Quarterly Information (Unaudited) (cont'd)

In the first quarter of 2002, we recorded an impairment charge of \$25.7 million, net of tax or \$(0.54) per share resulting from the initial implementation of FAS 142. The charge was recorded as a change in accounting principle.

In the fourth quarter of 2002, we recorded charges of \$15.4 million, reflecting additions to reserves relating to receivables, \$18.4 million in valuation allowances and impairment losses related to certain assets held for sale and in use, investments, and inventory and \$8.2 million, including consulting, related to restructuring. We also recorded a \$79.7 million impairment charge relating to goodwill pursuant to FAS 142. These reserves and charges aggregated \$121.7 million, (\$76.8 million net of tax) or \$1.60 per share.

The accompanying notes are an integral part of these consolidated financial

statements.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

On April 26, 2002, we filed a Current Report on Form 8-K (as amended on June 11, 2002) reporting that on April 19, 2002, the audit committee of the board of directors dismissed PricewaterhouseCoopers LLP and engaged Ernst & Young LLP as our independent auditors for the 2002 calendar year. The Form 8-K reported that there were no disagreements between us and PricewaterhouseCoopers involving any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure. The Form 8-K stated that the audit committee adopted a policy to review the independent auditor selection on a periodic basis.

PART III

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ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information regarding our executive officers is included in this Annual Report under the caption "Executive Officers." Information regarding our directors and nominees for directors and compliance with Section 16(a) of the Exchange Act will be contained under the captions "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" in our proxy statement relating to the 2003 Annual Meeting of Shareholders to be filed with the Securities and Exchange Commission on or before April 30, 2003 (the "Proxy Statement"), and is incorporated in this Annual Report by reference.

ITEM 11. EXECUTIVE COMPENSATION

Information regarding compensation of our executive officers will be contained under the captions "Executive Compensation," "Compensation of Directors" and "Stock Performance Graph" in the Proxy Statement and is incorporated in this Annual Report by reference, except the Compensation Committee Report contained in the Proxy Statement, which is not incorporated in this Annual Report by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information regarding the ownership of our common stock and equity compensation plans will be contained under the captions "Securities Authorized for Issuance Under Equity Compensation Plans" and "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement and is incorporated in this Annual Report by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information regarding certain relationships and related transactions will be contained under the caption "Certain Relationships and Related Transactions" in the Proxy Statement and is incorporated in this Annual Report by reference.

ITEM 14. CONTROLS AND PROCEDURES

- (a) Evaluation of disclosure controls and procedures. Our chief executive officer and chief financial officer are responsible for establishing and maintaining "disclosure controls and procedures" (as defined in the Securities Exchange Act of 1934 Rules 13a-14(c) and 15d-14(c)) for MasTec. Our disclosure controls and procedures include "internal controls," as that term is used in Section 302 of the Sarbanes-Oxley Act of 2002 and described in the Securities and Exchange Commission's Release No. 34-46427 (August 29, 2002). MasTec's chief executive officer and chief financial officer, after evaluating the effectiveness of its disclosure controls and procedures as of a date within 90 days of the filing date of this Form 10-K, have concluded that its disclosure controls and procedures were effective in timely alerting them to material information relating to MasTec (including its consolidated subsidiaries) required to be included in its periodic SEC filings. MasTec has undertaken software upgrades at its numerous back office locations to improve the timeliness of disclosure.

- (b) Changes in internal controls. There were no significant changes in MasTec's internal controls or in other factors that could significantly affect those internal controls subsequent to the date of the evaluation. As a result, no corrective actions were taken. However, as mentioned above, MasTec is attempting to streamline its back office operations to enhance its information, financial and operational systems, which should improve its internal controls.

PART IV

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ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

- (a) 1. Financial Statements - The financial statements and the report of our Certified Public Accountants are listed on page 26 through 53.
2. Financial Statements Schedules - The financial statement schedule information required by Item 14(a)(2) is included as part of "Note 4 - Accounts Receivable" of the Notes to Consolidated Financial Statements.
3. Exhibits including those incorporated by reference:

Exhibit No.	Description

3.1	Articles of Incorporation, filed as Appendix B to our definitive Proxy Statement for our 1998 Annual Meeting of Stockholders dated April 14, 1998 and filed with the Securities and Exchange Commission on April 14, 1998, and incorporated by reference herein.
3.2	Amended and Restated Bylaws as of April 16, 2002, filed as Exhibit 3.1 to our Form 10-Q for the quarter ended June 30, 2002 and filed with the Commission on August 14, 2002, and incorporated by reference herein.
4.1	7.75% Senior Subordinated Notes Due 2008 Indenture dated as of February 4, 1998, filed as Exhibit 4.2 to our Registration Statement on Form S-4 (file no. 333-46361) and incorporated by reference herein.
10.1	1994 Stock Incentive Plan filed as an Appendix to our definitive Proxy Statement for our 1993 Annual and Special Meeting of Stockholders, dated February 10, 1994 and filed with the Commission on February 11, 1994 and incorporated by reference herein.
10.2	1994 Stock Option Plan for Non-employee Directors filed as an Appendix to our definitive Proxy Statement for our 1993 Annual and Special Meeting of Stockholders, dated February 10, 1994 and filed with the Commission on February 11, 1994 and incorporated by reference herein.
10.3	Stock Option Agreement dated March 11, 1994 between MasTec and Arthur B. Laffer, filed as Exhibit 10.6 to our Form 10-K for the year ended December 31, 1995 and incorporated by reference herein.
10.4*	1999 Non-Qualified Employee Stock Option Plan, as amended October 4, 1999.
10.5	Revolving Credit and Security Agreement dated as of January 22, 2002 between MasTec, certain of its subsidiaries, and Fleet Financial Corporation as agent filed as Exhibit 10.2 to our Form 10-K for the year ended December 31, 2001, and filed with the Commission on March 28, 2002 and incorporated by reference herein.
10.6	Assumption and Amendment Agreement to Revolving Credit and Security Agreement dated February 7, 2002 filed as Exhibit 10.3 to our Form 10-K for the year ended December 31, 2001, and filed with the Commission on March 28, 2002 and incorporated by reference herein.
10.7*	Amendment No. 2 to the Revolving Credit and Security Agreement dated as of October 25, 2002 between MasTec, Inc., certain of its subsidiaries, and Fleet Financial Corporation as agent.
10.8*	Amendment No. 3 and Consent to the Revolving Credit and Security Agreement dated as of November 1, 2002 between MasTec, Inc., certain of its subsidiaries, and Fleet Financial Corporation as agent.

- 10.9* Amendment No. 4 to the Revolving Credit and Security Agreement dated as of March 6, 2003 between MasTec, Inc., certain of its subsidiaries, and Fleet Financial Corporation as agent.
- 10.10* Amendment to Employment Agreement dated as of January 1, 2002, between MasTec, Inc. and Carmen Sabater.
- 10.11 Terms and Conditions of Employment dated as of January 1, 2002 between MasTec, Inc. and Donald P. Weinstein, filed as Exhibit 10.1 to our Form 10-Q for the quarter ended March 31, 2002, and filed with the Commission on May 15, 2002 and incorporated by reference herein.
- 10.12 Employment Agreement dated July 15, 2002, between MasTec, Inc. and Eric J. Tveter, filed as Exhibit 10.2 to our Form 10-Q for the quarter ended September 30, 2002, and filed with the Commission on November 14, 2002 and incorporated by reference herein.
- 10.13 Employment Agreement dated September 27, 2002, between MasTec, Inc. and Austin J. Shanfelter, filed as Exhibit 10.1 to our Form 10-Q for the quarter ended September 20, 2002, and filed with the Commission on November 14, 2002 and incorporated by reference herein.
- 10.14* Severance Agreement with Jose Sario dated as of December 31, 2002.
- 10.15* Split-Dollar Agreement effective August 27, 2002 between MasTec, Inc. and Jorge Mas.
- 10.16* Split-Dollar Agreement effective September 13, 2002 between MasTec, Inc. and Jorge Mas.
- 10.17* First Amendment to the Split-Dollar Agreement dated September 13, 2002 between MasTec, Inc. and Jorge Mas.
- 10.18* Split-Dollar Agreement effective September 13, 2002 between MasTec, Inc. and Austin J. Shanfelter.
- 21.1* Subsidiaries of MasTec.
- 23.1* Consent of Independent Certified Public Accountants (Ernst & Young LLP).
- 23.2* Consent of Independent Certified Public Accountants (PricewaterhouseCoopers LLP).
- 24.1* Powers of Attorney (included on signature page).

* Exhibits filed with the Securities and Exchange Commission with this Annual Report on Form 10-K.

The registrant agrees to provide these exhibits supplementally upon request.

(b) Reports on Form 8-K:
None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Miami, State of Florida, on April 7, 2003.

MASTEC, INC.

/s/ DONALD P. WEINSTEIN

Donald P. Weinstein
Executive Vice President -
Chief Financial Officer
(Principal Financial and
Accounting Officer)

POWER OF ATTORNEY

The undersigned directors and officers of MasTec, Inc. hereby constitute and appoint Donald Weinstein and Ivette Ruiz with full power to act without the other and with full power of substitution and resubstitution, our true and lawful attorneys-in-fact with full power to execute in our name and behalf in the capacities indicated below this Annual Report on Form 10-K and any and all amendments thereto and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission and hereby ratify and confirm all that such attorneys-in-fact, or any of them, or their substitutes shall lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on April 7, 2003.

/s/ JORGE MAS

Jorge Mas, Chairman of the Board

/s/ JOSEPH P. KENNEDY II

Joseph P. Kennedy II, Director

/s/ AUSTIN J. SHANFELTER

Austin J. Shanfelter, President
and Chief Executive Officer
(Principal Executive Officer)

/s/ WILLIAM N. SHIEBLER

William N. Shiebler, Director

/s/ JOSE MAS

Jose Mas, Director

/s/ JOSE S. SORZANO

Jose S. Sorzano, Director

/s/ ARTHUR B. LAFFER

Arthur B. Laffer, Director

/s/ JULIA L. JOHNSON

Julia L. Johnson, Director

/s/ JOHN VAN HEUVELEN

John Van Heuvelen, Director

SECTION 302 CERTIFICATION

I, Austin J. Shanfelter, certify that:

1. I have reviewed this annual report on Form 10-K of MasTec, Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of

this annual report (the "Evaluation Date"); and

c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: April 7, 2003

/s/ Austin Shanfelter

Austin J. Shanfelter, President and
Chief Executive Officer

SECTION 302 CERTIFICATION

I, Donald P. Weinstein, certify that:

1. I have reviewed this annual report on Form 10-K of MasTec, Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and
 - c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the

audit committee of registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: April 7, 2003

/s/ Donald P. Weinstein

Donald P. Weinstein, Executive
Vice President and
Chief Financial Officer

MASTEC, INC.

1999 NON-QUALIFIED
EMPLOYEE STOCK OPTION PLAN
(AS AMENDED OCTOBER 4, 1999)

1. Purpose. The purpose of the MasTec, Inc. 1999 Non-Qualified Employee Stock Option Plan (the "Plan") is to increase the interest of employees of MasTec, Inc. ("MasTec") and of its subsidiaries in MasTec's business through the added incentive created by the opportunity afforded for stock ownership under the Plan. Such ownership will provide such employees with a further stake in the future welfare of MasTec, and encourage them to remain with MasTec and its subsidiaries. It is also expected that the Plan will encourage qualified persons to seek and accept employment with MasTec and its subsidiaries. Pursuant to the Plan, such employees will be offered the opportunity to acquire Common Stock through the grant of non-qualified stock options. The term "subsidiary" will mean any present or future corporation which is or would be a "subsidiary corporation" of MasTec as the term is defined in Section 424(f) of the Internal Revenue Code of 1986, as amended from time to time (the "Code").

2. Administration of the Plan.

(A) Board of Directors. The Plan will be administered by the Board of Directors of MasTec (the "Board"). The Board, however, may at any time appoint a committee (the "Committee") of two or more Board members and delegate to the Committee one or more of the administrative powers allocated to the Board pursuant to the provisions of the Plan. Members of the Committee will serve for such period of time as the Board may determine and will be subject to removal by the Board at any time. The Board may also at any time terminate the functions of the Committee and reassume all powers and authority previously delegated to the Committee.

(B) Powers of the Board. Subject to the provisions of the Plan, the Board of Directors will have the authority, in its discretion: (i) to grant awards of non-qualified stock options; (ii) to determine the fair market value of the Common Stock of MasTec; (iii) to determine the exercise price per share of options to be granted; (iv) to determine the persons to whom, and the time or times at which, options will be granted and the number of shares to be represented by each option; (v) to determine the vesting schedule of options to be granted; (vi) to prescribe, amend and rescind rules and regulations relating to the Plan; (vii) to determine the terms and provisions of each option granted under the Plan (which need not be identical) including, without limitation, those relating to forfeiture, payment and exercisability; (viii) to accelerate the exercise date of any option; (ix) to authorize any person to execute on behalf of MasTec any instrument required to effectuate the grant of an option previously granted by the Board; (x) subject to the provisions of the Plan and subject to such additional limitations and restrictions as the Board may impose, to delegate to specific members of management or to a committee of management personnel the authority to determine: (A) the persons to whom, and the time and times at which, options will be granted and the number of shares to be represented by each option; (B) the vesting schedule of options; and (C) other terms and conditions of any options, provided that the Board will not have the authority to delegate such matters with respect to options to be granted to any person ("Insiders") subject to Section 16 of the Securities Exchange Act of 1934, (the "Exchange Act"); and (xi) to interpret the Plan and make all other determinations deemed necessary or advisable for the administration of the Plan. The Board may require the voluntary surrender of all or any portion of any option granted under the Plan as a condition precedent to a grant of a new option to such optionee. Subject to the provisions of the Plan, such new option will be exercisable at the price, during the period and on such other terms and conditions as are specified by the Board at the time the new option is granted. Upon surrender, the options surrendered will be unexercisable and the shares previously subject to such options will be available for the grant of other options.

(C) Effect of the Board's Decision. All decisions, determinations and interpretations of the Board of Directors will be final and binding on all employees of MasTec and its subsidiaries participating or eligible to participate in the Plan.

3. Option Agreements. Options granted pursuant to the Plan will be evidenced by an Option Agreement (the "Agreement"). The Agreement will not be a precondition to the granting of options; however, no person will have any rights under any option granted under the Plan unless and until the optionee to whom the option is granted has executed and delivered to

MasTec an Agreement. The Board will prescribe the form of all Agreements. A fully executed original of the Agreement will be provided to both MasTec and the optionee.

4. Compliance with Rule 16b-3. It is the intent of MasTec that this Plan and options granted hereunder satisfy, and be interpreted in a manner that, in the case of employees who have been granted an option under the Plan ("Participants") who are or may be Insiders, satisfies the applicable requirements of Rule 16b-3 of the Exchange Act, so that these persons will be entitled to the benefits of Rule 16b-3, or other exemptive rules under Section 16, and will not be subjected to avoidable liability thereunder. If any provision of this or of any option would otherwise frustrate or conflict with the intent expressed in this Section 4, that provision to the extent possible will be interpreted and deemed amended so as to avoid such conflict. To the extent of any remaining irreconcilable conflict with that intent, the provision will be deemed void as applicable to Insiders.

5. Shares of Stock Subject to the Plan. The total number of shares that may be optioned under the Plan is 2,000,000 shares of the \$0.10 par value Common Stock of MasTec (the "Common Stock"), except that the number of shares will be adjusted as provided in Section 13. Any shares subject to an option which for any reason expires or is terminated unexercised may again be optioned under the Plan. Shares subject to the Plan may be either authorized and unissued shares or issued shares acquired by MasTec or its subsidiaries.

6. Eligibility. All employees, including officers, of MasTec and its subsidiaries (but excluding non-employee directors) are eligible to be granted options under the Plan. The employees who will receive options under the Plan will be selected from time to time by the Board, in its sole discretion, from among those eligible, which may be based upon information furnished to the Board by MasTec's management. The Board will determine, in its sole discretion, the number of shares to be covered by the option or options granted to each employee selected.

7. Duration of the Plan. No option may be granted under the Plan after January 31, 2009, but options previously granted may extend beyond that date.

8. Terms and Conditions of Stock Options. All options granted under this Plan will be non-qualified stock options not intended to qualify as incentive stock options within the meaning of Section 422 of the Code. Each option will be subject to all the applicable provisions of the Plan, including the following terms and conditions, and to other terms and conditions not inconsistent with the Plan as the Board may determine.

(A) The option price per share will be determined by the Board.

(B) Each stock option will be exercisable during and over such period as may be determined by the Board and stated in the Agreement.

(C) An option will not be exercisable with respect to a fractional share of Common Stock or with respect to the lesser of fifty (50) shares or the full number of shares then subject to the option. No fractional shares of Common Stock will be issued upon the exercise of an option. If a fractional share of Common Stock will become subject to an option by reason of a stock dividend or otherwise, the optionee will not be entitled to exercise the option with respect to such fractional share.

(D) Each option may be exercised by giving notice to MasTec specifying the number of shares to be purchased, which will be accompanied by payment in full including applicable taxes, if any.

(E) The consideration to be paid for the shares of Common Stock to be issued upon exercise of an option, including the method of payment, will be determined by the Board and may consist entirely of cash, check, promissory note, or other shares of MasTec's capital stock having a fair market value on the date of surrender equal to the aggregate exercise price of the shares as to which the option will be exercised, or any combination of such methods of payment, or such other consideration and method of payment for the issuance of shares as the Board may determine to the extent permitted under applicable law. When payment of the exercise price for the shares to be issued upon exercise of an option consists of shares of MasTec's capital stock, such shares will not be accepted as payment without Board approval unless the optionee has held such shares for the requisite period necessary to avoid a charge to MasTec's earnings for financial reporting purposes.

(F) Unless otherwise determined by the Board, an option may be exercised only if at all times during the period beginning with the date of the granting of the option and ending on the date of such exercise, the grantee was an employee of either MasTec or of a subsidiary of MasTec or of

another corporation referred to in Section 421(a)(2) of the Code. If continuous employment is terminated by retirement under a retirement plan of MasTec or a subsidiary, or because of death or permanent disability, the option may be exercised within a period to be provided in the Agreement with the grantee not to exceed three years after such termination of continuous employment, but in no event later than the termination date of the option. The Board may require medical evidence of permanent disability, including medical examinations by physicians selected by it. Except as provided in this paragraph, or unless otherwise provided in the Agreement, all options granted to an optionee and not previously exercised will terminate upon termination of employment.

(G) The option by its terms will be personal and will not be transferable by the optionee otherwise than by will or by the laws of descent and distribution. During the lifetime of an optionee, the option will be exercisable only by the optionee. In the event any option is exercised by the executors, administrators, heirs or distributees of the estate of a deceased optionee, MasTec will be under no obligation to issue Common Stock unless and until MasTec is satisfied that the person or persons exercising the option are the duly appointed legal representative of the deceased optionee's estate or the proper legatees or distributees.

9. Change in Control.

(A) In the event of a change in control of MasTec, in addition to any action required or authorized by the terms of an Agreement, the Board may, in its sole discretion, take any of the following actions as a result, or in anticipation, of any such event to assure fair and equitable treatment of Participants:

(i) accelerate time periods for purposes of vesting in, or realizing gain from, any outstanding option made pursuant to this Plan;

(ii) offer to purchase any outstanding option made pursuant to this Plan from the holder for its equivalent cash value, as determined by the Board as of the date of the change in control; or

(iii) make adjustments or modifications to outstanding options as the Board deems appropriate to maintain and protect the rights and interests of the Participants following such change in control.

(B) Any such action will be conclusive and binding on MasTec and all Participants.

(C) For purposes of this Section 9, a "change in control" will be deemed to have occurred if there is consummated

(i) any consolidation or merger of MasTec in which MasTec is not the continuing or surviving corporation or pursuant to which shares of Common Stock are to be converted into cash, securities or other property, provided that the consolidation or merger is not with a corporation which was a wholly-owned subsidiary of MasTec immediately before the consolidation or merger; or

(ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of MasTec; or

(iii) the shareholders of MasTec approve any plan or proposal for the liquidation or dissolution of MasTec; or

(iv) any "person," including a "group" as determined in accordance with Sections 13(d) and 14(d) of the Exchange Act, becomes the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of 33% or more of the combined voting power of MasTec's then outstanding Common Stock, provided that such person, immediately before it becomes such 33% beneficial owner, is not (i) a wholly-owned subsidiary of MasTec, (ii) an individual, or a spouse or a child of such individual, that on January 1, 1999, owned greater than 20% of the combined voting power of such Common Stock, or (iii) a trust, foundation or other entity controlled by an individual or individuals described in the preceding subsection; or

(v) individuals who constitute the Board on January 1, 1999 (the "Incumbent Board"), cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to January 1, 1999, whose election, or nomination for election by MasTec's shareholders, was approved by a vote of at least three quarters of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of MasTec in which such person is named as a nominee for director, without objection to such nomination) will be, for

purposes of this clause, considered as though such Person were a member of the Incumbent Board.

10. Transfer, Leave of Absence. For the purpose of the Plan: (a) a transfer of an employee from MasTec to a subsidiary or affiliate of MasTec, whether or not incorporated, or vice versa, or from one subsidiary or affiliate of MasTec to another, and (b) a leave of absence, duly authorized in writing by MasTec or a subsidiary or affiliate of MasTec, will not be deemed a termination of employment.

11. Rights of Employees.

(A) No person will have any rights or claims under the Plan except in accordance with the provisions of the Plan and any Agreement.

(B) Nothing contained in the Plan will be deemed to give any employee the right to be retained in the service of MasTec or its subsidiaries.

12. Tax Withholding Obligations. The payment of taxes, if any, upon the exercise of an option pursuant to the Plan, will be in cash at the time of exercise or on the applicable tax date under Section 83 of the Code, if later. Tax withholding obligations may be met by the withholding of Common Stock otherwise deliverable to the optionee pursuant to procedures approved by the Board.

13. Changes in Capital. Upon changes in the outstanding Common Stock by reason of a stock dividend, stock split, reverse split, subdivision, recapitalization, merger, consolidation (whether or not MasTec is a surviving corporation), an extraordinary dividend payable in cash or property, combination or exchange of shares, separation, reorganization or liquidation, the aggregate number and class of shares available under the Plan as to which stock options may be granted, the number and class of shares under each option and the option price per share will be correspondingly adjusted by the Board.

14. Miscellaneous Provisions.

(A) The Plan will be unfunded. MasTec will not be required to establish any special or separate fund or to make any other segregation of assets to assure the issuance of shares upon exercise of any option under the Plan and issuance of shares upon exercise of options will be subordinate to the claims of MasTec's general creditors. Proceeds from the sale of shares of Common Stock pursuant to options granted under this Plan will constitute general funds of MasTec. The expenses of the Plan will be borne by MasTec.

(B) It is understood that the Board may, at any time and from time to time after the granting of an option hereunder, specify such additional terms, conditions and restrictions with respect to such option as may be deemed necessary or appropriate to ensure compliance with any and all applicable laws, including, but not limited to, terms, restrictions and conditions for compliance with federal and state securities laws and methods of withholding or providing for the payment of required taxes.

(C) If at any time the Board will determine, in its discretion, that the listing, registration or qualification of shares of Common Stock upon any national securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the sale or purchase of shares of Common Stock under this Plan, no option may be exercised in whole or in part unless and until such listing, registration, qualification, consent or approval will have been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Board in the exercise of its reasonable judgment.

(D) By accepting any benefit under the Plan, each Participant and each person claiming under or through such person will be conclusively deemed to have indicated his acceptance and ratification, and consent to, any action taken under the Plan by the Board MasTec or the Board.

(E) The Plan will be governed by and construed in accordance with the laws of the State of Florida.

15. Limits of Liability.

(A) Any liability of MasTec or a subsidiary of MasTec to any Participant with respect to an option will be based solely upon contractual obligations created by the Plan and the Agreement.

(B) Neither MasTec nor a subsidiary of MasTec, nor any member of

the Board, nor any other person participating in any determination of any question under the Plan, or in the interpretation, administration or application of the Plan, will have any liability to any party for any action taken or not taken in connection with the Plan, except as may expressly be provided by statute.

16. Amendments. The Board may amend, alter or discontinue the Plan at any time, including without limitation amendments necessary to qualify for an exemption or to comply with applicable law or regulations. No amendment, alteration or discontinuation, however, will be made which would impair the rights of any holder of an option theretofore granted, without his or her written consent.

The Board may amend the terms of any option theretofore granted, retroactively or prospectively, but no such amendment will impair the rights of any holder without his or her written consent.

17. Duration. The Plan will terminate upon the earlier of the following dates or events to occur:

- (A) upon the adoption of a resolution of the Board terminating the Plan; or
- (B) January 31, 2009.

No termination of the Plan will affect the rights of any Participant hereunder and all options previously granted will continue in force and in operation after the termination of the Plan, except as they may be otherwise terminated in accordance with the terms of the Plan.

AMENDMENT NO. 2
TO REVOLVING CREDIT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 2 TO REVOLVING CREDIT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of October 25, 2002, between MasTec, Inc., a Florida corporation ("MasTec"), certain of the Subsidiaries of MasTec identified on the signature pages hereto (together with MasTec, hereinafter collectively referred to as the "Borrowers"), the financial institutions party from time to time to the Loan Agreement (as hereinafter defined) as lenders (the "Lenders") and Fleet Capital Corporation, a Rhode Island corporation, as administrative agent (the "Administrative Agent") for the Lenders.

Recitals:

The Borrowers, the Lenders and the Administrative Agent are all of the parties to a Revolving Credit and Security Agreement dated as of January 22, 2002, as amended by an Assumption and Amendment Agreement dated as of February 7, 2002 (as amended and in effect, the "Loan Agreement"), pursuant to which Lenders have made certain revolving credit loans and letter of credit accommodations to the Borrowers.

The Borrowers have requested that the Lenders amend the Loan Agreement to make available certain additional credit accommodations to the Borrowers to be used to support the Borrowers' casualty and workers' compensation insurance programs. To induce the Lenders to do so, the Borrowers have agreed to execute and deliver and to perform their respective obligations under this Amendment.

Upon the terms and subject to the conditions hereinafter set forth, the Lenders have agreed so to amend the Loan Agreement.

NOW, THEREFORE, for 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. Definitions. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Loan Agreement.

2. Amendments to Loan Agreement. Subject to the provisions of Section 3 of this Amendment, the Loan Agreement is hereby amended by:

(a) amending Section 1.1 of the Loan Agreement by adding thereto the following new definition in appropriate alphabetical order:

"Casualty Insurance Support Letter of Credit" means, collectively, the Liberty Letter of Credit and one or more standby Letters of Credit issued by the Issuing Bank on or after the Amendment No. 2 Effective Date for the account of MasTec and for the benefit of a Person that provides casualty or workers' compensation insurance to the Borrowers (or any of them), which Letters of Credit are in an aggregate amount of Letter of Credit Obligations at any time not greater than \$41,000,000 and in respect of which FCC has or will have issued one or more Letter of Credit Guarantees.

(b) further amending Section 1.1 by amending the following definitions in their entireties to read as follows:

"Amendment No. 2 Effective Date" means the date on which Amendment No. 2 to this Agreement dated as of October 25, 2002, between the Borrowers, the Lenders and the Administrative Agent shall have become effective in accordance with its terms.

"Insurance Letter of Credit" means each of the following Letters of Credit: (i) Letter of Credit No. ASL-3009133-120MAT issued by the Issuing Bank for the account of MasTec and for the benefit of Fidelity and Deposit Company of Maryland, (ii) Letter of Credit No. 50061581 issued by the Issuing Bank for the account of MasTec and for the benefit of Crawford and Company, (iii) Letter of Credit No. 50061585 issued by the Issuing Bank for the account of MasTec and for the benefit of Reliance Insurance Company, (iv) Letter of Credit No. 50061582 issued by the Issuing Bank for the account of MasTec and for the benefit of Insurance Company of North America, (v) Letter of Credit No. 50061586 issued by the Issuing Bank for the account

of MasTec and for the benefit of Director of Industrial Relations, and (vi) the Liberty Letter of Credit, in each case as amended and in effect from time to time.

"Letter of Credit Guarantee Facility" means (a) a subfacility of the Revolving Credit Facility providing for (i) the issuance of Letters of Credit and Letter of Credit Guarantees as described in Article 3 in an aggregate amount of Letter of Credit Obligations at any one time outstanding not to exceed \$20,000,000, and (ii) the issuance of the Casualty Insurance Support Letter of Credit in accordance with the provisions of Article 3, plus (b) the amount available to be drawn from time to time under the Canadian Financing Letter of Credit.

"Letter of Credit Reserve" means, at any time, the aggregate Letter of Credit Obligations at such time, other than Letter of Credit Obligations that are fully secured by Cash Collateral. For the avoidance of doubt, at any time that the Casualty Insurance Support Letter of Credit is outstanding, the amount of the Letter of Credit Reserve attributable to the Casualty Insurance Support Letter of Credit at such time shall be equal to the lesser of (i) \$41,000,000 and (ii) the greatest amount of Letter of Credit Obligations that at any time may be outstanding thereunder in accordance with the terms thereof (giving effect to any "step-ups" in the stated amount thereof).

"Liberty Letter of Credit" means Letter of Credit No. ASL-1S1295730-120MAT issued by the Issuing Bank for the account of MasTec and for the benefit of Liberty Mutual Insurance Company, as amended and in effect from time to time.

(c) amending Section 3.3 by deleting the period at the end thereof, substituting in lieu thereof a semicolon and adding the following proviso after such semicolon:

provided, that no Letter of Credit (other than the Casualty Insurance Support Letter of Credit) shall be issued on or after the Amendment No. 2 Effective Date for the benefit of any Person that provides casualty or workers' compensation insurance to the Borrowers (or any of them) and no increase in the amount available to be drawn under any Insurance Letter of Credit (other than the Liberty Letter of Credit) shall be effected.

3. Conditions to Effectiveness. The provisions of Section 2 of this Amendment shall become effective on the date (the "Amendment No. 2 Effective Date") on which the Administrative Agent shall have received (i) an amendment fee in the amount of \$156,250 for the Ratable account of the Lenders, which fee is earned on the date of receipt and is not subject to refund or rebate of any kind whatsoever, and (ii) the following documents, each of which shall be satisfactory in form and substance to the Administrative Agent and in sufficient copies for each Lender:

(a) this Amendment duly executed and delivered by the Borrowers, the Lenders and the Administrative Agent;

(b) a certificate of the secretary or assistant secretary of each Borrower having attached thereto the articles or certificate of incorporation and bylaws of such Borrower (or containing the certification of such secretary or assistant secretary that no amendment or modification of such articles or certificate of incorporation or bylaws has become effective since the last date on which such documents were last delivered to the Lenders), and certifying that all corporate or company action, including shareholders' or members' approval, if necessary, has been taken by such Borrower and/or its shareholders or members to authorize the execution, delivery and performance of this Amendment and to the further effect that the incumbency certificate most recently delivered to the Lenders remains in effect, unchanged;

(c) the agreement of Liberty Mutual Insurance Company to return to the Agent for cancellation the original standby Letter of Credit No. 1S1250005 issued by the Issuing Bank for the account of MasTec and for the benefit of Liberty Mutual Insurance Company in the current stated amount of \$655,000, together with all original amendments thereto, subject only to receipt by Liberty Mutual Insurance Company of an original amendment to the Liberty Letter of Credit (as defined in the Loan Agreement, as amended by the Amendment) in the form of Annex A hereto; and

(d) such other documents and instruments as any Lender through the Administrative Agent may reasonably request.

4. Representations and Warranties. To induce the Administrative Agent

and the Lenders to enter into this Amendment, each Borrower hereby makes the following representations and warranties to the Administrative Agent and the Lenders, which representations and warranties shall survive the delivery of this Amendment and the making of additional Loans or other extensions of financial accommodations under the Loan Agreement as amended hereby:

(a) Authorization of Agreements. Each Borrower has the right and power, and has taken all necessary action to authorize it, to execute, deliver and perform this Amendment and each other agreement contemplated hereby to which it is a party in accordance with their respective terms. This Amendment and each other such agreement contemplated hereby to which it is a party has been duly executed and delivered by the duly authorized officers of such Borrower and each is, or each when executed and delivered in accordance with this Amendment will be, a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms.

(b) Compliance of Agreements with Laws. The execution, delivery and performance of this Amendment in accordance with their respective terms do not and will not, by the passage of time, the giving of notice or otherwise, (i) require any Governmental Approval that has not been obtained or violate any Applicable Law relating to such Borrower or any of its Subsidiaries, (ii) conflict with, result in a breach of or constitute a default under the articles or certificate of incorporation or by-laws or other constituent documents or any shareholders' or members' agreement of such Borrower or any of its Subsidiaries, any material provisions of any indenture, agreement or other instrument to which such Borrower, any of its Subsidiaries or any of such Borrower's or such Subsidiaries' property may be bound or any Governmental Approval relating to such Borrower or any of its Subsidiaries, or (iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by such Borrower other than the Security Interest.

(c) Representations and Warranties; Defaults and Events of Default. Each representation and warranty of such Borrower set forth in the Loan Agreement and the other Loan Documents is true and correct on and as of the Amendment No. 2 Effective Date and no Default or Event of Default has occurred and is continuing on such date.

5. Effect of Amendment. From and after the Amendment No. 2 Effective Date, all references in the Loan Agreement and in any other Loan Document to "this Agreement," "the Loan Agreement," "hereunder," "hereof" and words of like import referring to the Loan Agreement, shall mean and at any time of determination be references to the Loan Agreement as amended by this Amendment. Except as expressly amended hereby, the Loan Agreement and all terms, conditions and provisions thereof remain in full force and effect and are hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

6. Breach of Amendment. Any breach by any Borrower of any representation, warranty or covenant contained herein shall constitute an Event of Default.

7. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed signature page of any party hereto by facsimile transmission shall be as effective as delivery of a manually delivered counterpart thereof.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflicts of law principles thereof.

9. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Further Assurances. The Borrowers agree to take such further actions as any Lender through the Administrative Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. Section Titles. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind

whatsoever and are not a part of the agreement among the parties hereto.

12. Waiver of Jury Trial. To the fullest extent permitted by applicable law, each of the parties hereto hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers as of the date first written above.

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender
By: /s/ Dennis S. Losin
Name: Dennis S. Losin
Title: Sr. V.P.

WACHOVIA BANK, N.A., as a Lender
By: /s/ Nadine Pittman
Name: Nadine Pittman
Title: Associate

LASALLE BUSINESS CREDIT, INC.,
as a Lender
By: /s/ Bruce Denhy
Name: Bruce Denhy
Title: Group Senior Vice President

JPMORGAN CHASE BANK, as a Lender
By: /s/ Robert Morrow
Name: Robert Morrow
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender
By: /s/ Alex M. Council IV
Name: Alex M. Council IV
Title: Vice President

BORROWERS:

MASTEC, INC.
By: /s/ Jose Sario
Name: Jose Sario
Title: Senior Vice President

CHURCH & TOWER, INC.
By: /s/ Jose Sario
Name: Jose Sario
Title: Senior Vice President

CHURCH & TOWER ENVIRONMENTAL, INC.
By: /s/ Jose Sario
Name: Jose Sario
Title: Senior Vice President

CRUZ-CELL, INC.
By: /s/ Jose Sario
Name: Jose Sario
Title: Senior Vice President

DRESSER/AREIA CONSTRUCTION, INC.

By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

FLAIRE INCORPORATED
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

GMR TELCOM, L.L.C.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC INTEGRATION SYSTEMS, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC NETWORK SERVICES, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC NORTH AMERICA, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC NORTH CAROLINA, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President_

MASTEC TELCOM & ELECTRICAL
SERVICES, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President__

MASTEC VIRGINIA, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

PHASECOM AMERICA, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

PROTEL IND., INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

RENEGADE OF IDAHO, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

S.S.S. CONSTRUCTION, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

UPPER VALLEY UTILITIES CORP.
By: /s/ Jose Sariego

Name: Jose Sariego
Title: Senior Vice President

WILDE HOLDING CO., INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

WILDE ACQUISITION CO., INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

NORTHLAND CONTRACTING, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

WILDE OPTICAL SERVICE, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC FC, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC REAL ESTATE HOLDINGS, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC OF TEXAS, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

MASTEC TC, INC.
By: /s/ Jose Sariego
Name: Jose Sariego
Title: Senior Vice President

AMENDMENT NO. 3 AND CONSENT
TO REVOLVING CREDIT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 3 AND CONSENT TO REVOLVING CREDIT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of November 1, 2002, between MasTec, Inc., a Florida corporation ("MasTec"), certain of the Subsidiaries of MasTec identified on the signature pages hereto (together with MasTec, hereinafter collectively referred to as the "Borrowers"), the financial institutions party from time to time to the Loan Agreement (as hereinafter defined) (the "Lenders") and Fleet Capital Corporation, a Rhode Island corporation, as administrative agent (the "Administrative Agent") for the Lenders.

Recitals:

The Borrowers, the Lenders and the Administrative Agent are parties to a Revolving Credit and Security Agreement dated as of January 22, 2002, as amended by an Assumption and Amendment Agreement dated as of February 7, 2002 and an Amendment No. 2 dated as of October 25, 2002 (as amended and in effect, the "Loan Agreement"), pursuant to which Lenders have made certain revolving credit loans and letter of credit accommodations to the Borrowers.

The Borrowers have requested that the Lenders permit the creation of certain Liens on the Collateral, amend the Loan Agreement in certain other respects and consent to the proposed sale by MasTec of its Miami, Florida headquarters. To induce the Lenders to do so, the Borrowers have agreed to execute and deliver and to perform its obligations under this Amendment.

Upon the terms and subject to the conditions hereinafter set forth, the Lenders have agreed so to amend the Loan Agreement and to grant such consent.

NOW, THEREFORE, for 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. Definitions. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Loan Agreement.

2. Amendments to Loan Agreement (Phase I). Subject to the provisions of Section 5(a) of this Amendment, the Loan Agreement is hereby amended by:

(a) amending the definition "Fixed Charge Coverage Ratio" appearing in Section 1.1 of the Loan Agreement by adding the following proviso immediately prior to the period at the end thereof:

and, provided, further, that Capital Expenditures made by the Borrowers during such period in connection with the implementation of the Borrowers' Oracle management information systems (the "Oracle Capex") shall be excluded from the calculation of Capital Expenditures for such period in determining the Fixed Charge Coverage Ratio, to the extent that (a) the aggregate amount of Oracle Capex so excluded during any period ending on or prior to December 31, 2002 does not exceed the lesser of (i) the actual amount of Oracle Capex made by the Borrowers during such period and (ii) \$5,000,000, and (b) the amount of Oracle Capex so excluded during any period ending after December 31, 2002 and on or prior to December 31, 2003 does not exceed the lesser of (i) the actual amount of Oracle Capex made by the Borrowers during such period and (ii) \$10,000,000. For the avoidance of doubt, there will be no Oracle Capex exclusions for periods ending after December 31, 2003.

(b) amending Section 10.5 by redesignating clauses (d) and (e) thereof as new clauses (e) and (f), respectively, and inserting a new clause (d) thereof to read as follows:

(d) with respect to any surety that has issued a payment or performance bond for the benefit of one or more Borrowers, (i) such surety's decision to cease considering requests by any Borrower for the issuance of bonds generally, to the extent MasTec has knowledge thereof, (ii) such surety's decision to take possession or control of the work under any bonded contract in order to complete such bonded contract,

(iii) the making of any payment by such surety pursuant to a bond, and
(iv) any amendment to the indemnity agreement or any other agreement in effect at any time between such surety and one or more Borrowers relating to the issuance of bonds, together with a copy of such amendment,

3. Amendments to Loan Agreement (Phase II). Subject to the provisions of Section 5(b) of this Amendment, the Loan Agreement is hereby further amended by:

(a) amending Section 1.1 of the Loan Agreement by adding thereto the following new definitions in appropriate alphabetical order:

"Crum & Forster Intercreditor Agreement" means the Intercreditor Agreement dated on or about the Phase II Effective Date between the Crum & Forster Sureties and the Administrative Agent and acknowledged by the Borrowers.

"Crum & Forster Sureties" means, collectively, United States Fire Insurance Company, The North River Insurance Company, TIG Insurance Company and Lombard General Insurance Company of Canada.

"Phase II Effective Date" means the date on which Section 3 of Amendment No. 3 to this Agreement dated as of November 1, 2002, between the Borrowers, the Lenders and the Administrative Agent shall have become effective in accordance with its terms.

(b) amending Section 11.11 of the Loan Agreement by redesignating clause (iii) thereof as clause (iv) and inserting a new clause (iii) thereof to read as follows:

(iii) the Crum & Forster Intercreditor Agreement or, in any manner that could reasonably be expected to be adverse to the interests of the Lenders, the General Agreement of Indemnity dated on or about the Phase II Effective Date between one or more Borrowers and the Crum & Forster Sureties,

(c) further amending the Loan Agreement by deleting the first page of Schedule 1.1B -Permitted Liens in its entirety and substituting therefor a new first page in the form of Exhibit A hereto.

4. Consent to Sale and Leaseback of Miami, Florida Headquarters. Subject to the provisions of Section 5 of the Amendment, the Lenders hereby consent to (i) the sale by MasTec of its Real Estate located at 3155 N.W. 77th Avenue, Miami, Florida 33122, consisting of MasTec's chief executive office (the "Headquarters"), and certain office furniture and equipment currently used by MasTec and located on such Real Estate, to the extent the consummation of such sale would otherwise violate the provisions of Sections 8.7 and 8.9 of the Loan Agreement, and (ii) the subsequent leasing by MasTec of the Headquarters from the purchaser thereof to the extent the same would otherwise violate the provisions of Section 11.10 of the Loan Agreement; provided, that (i) such sale and leaseback is consummated by the Borrowers on or prior to December 16, 2002, (ii) MasTec receives gross cash proceeds from such sale in an aggregate amount not less than \$3,900,000 (from which shall be deducted commissions, estimated taxes arising out of the sale and expenses of sale), (iii) the net cash proceeds of such sale (the amount of which shall be certified to the Administrative Agent, for the benefit of the Lenders, in writing, by the chief financial officer of MasTec promptly following completion of such sale) are paid by the purchaser by wire transfer to a Controlled Account to be applied to the outstanding Loans of the Borrowers, and (iv) MasTec furnishes to the Administrative Agent, for the benefit of the Lenders, such additional information with respect to such sale and leaseback as any Lender through the Administrative Agent may reasonably request. The Lenders hereby agree with the Borrowers that the value of the Real Estate so sold by MasTec shall not be counted against the aggregate amount of Collateral that may be disposed of pursuant to Section 8.7 of the Loan Agreement during Fiscal Year 2002. By its signature below, each Lender authorizes the Administrative Agent, and the Administrative Agent agrees, at the Borrowers' expense, to execute and deliver appropriate release documents as reasonably requested by the Borrowers to evidence the release of the Liens of the Administrative Agent that affect such Real Estate.

5. Conditions to Effectiveness.

(a) The provisions of Sections 2 and 4 of this Amendment shall become effective on the date (the "Phase I Effective Date") on which the Administrative Agent shall have received (i) an amendment fee in the amount of \$125,000 for the Ratable account of the Lenders, which fee is earned on such date and is not subject to refund or rebate of any kind whatsoever, and (ii) the following documents, each of which shall be satisfactory in form and substance to the Administrative Agent and in sufficient copies for

each Lender:

(A) this Amendment duly executed and delivered by the Borrowers, the Lenders and the Administrative Agent;

(B) a certificate of the secretary or assistant secretary of each Borrower having attached thereto the articles or certificate of incorporation and bylaws of such Borrower (or containing the certification of such secretary or assistant secretary that no amendment or modification of such articles or certificate of incorporation or bylaws has become effective since the last date on which such documents were last delivered to the Lenders), all corporate action, including shareholders' approval, if necessary, has been taken by such Borrower and/or its shareholders to authorize the execution, delivery and performance of this Amendment and to the further effect that the incumbency certificate most recently delivered to the Lenders remains in effect, unchanged;

(C) a certificate of the president or chief financial officer of MasTec stating that, to the best of his or her knowledge and based on an examination sufficient to enable him or her to make an informed statement, both before and after giving effect to the Amendment,

(1) all of the representations and warranties made or deemed to be made under the Loan Agreement are true and correct on and as of the Phase I Effective Date, and

(2) no Default or Event of Default exists; and the Administrative Agent shall be satisfied as to the truth and accuracy thereof; and

(D) such other documents and instruments as any Lender through the Administrative Agent may reasonably request.

(b) The provisions of Section 3 of this Amendment shall become effective on the date (the "Phase II Effective Date") on which the Administrative Agent shall have received the following documents, each of which, unless otherwise indicated below, shall be satisfactory in form and substance to the Administrative Agent and in sufficient copies for each Lender:

(i) on or prior to December 16, 2002, the Crum & Forster Intercreditor Agreement, duly executed and delivered by the Administrative Agent and the Crum & Forster Sureties and acknowledged by the Borrowers, in form and substance satisfactory to the Administrative Agent and the Lenders in their sole discretion (capitalized terms are used herein as defined in the Loan Agreement, after giving effect to this Amendment); and

(ii) a certificate of the president or chief financial officer of MasTec stating that, to the best of his or her knowledge and based on an examination sufficient to enable him or her to make an informed statement, both before and after giving effect to the Amendment,

(A) all of the representations and warranties made or deemed to be made under the Loan Agreement are true and correct on and as of the Phase II Effective Date, and

(B) no Default or Event of Default exists; and the Administrative Agent shall be satisfied as to the truth and accuracy thereof; and

(iii) such other documents and instruments as any Lender through the Administrative Agent may reasonably request.

6. Representations and Warranties. To induce the Administrative Agent and the Lenders to enter into this Amendment, each Borrower hereby makes the following representations and warranties to the Administrative Agent and the Lenders, which representations and warranties shall survive the delivery of this Amendment and the making of additional Loans under the Loan Agreement as amended hereby:

(a) Authorization of Agreements. Each Borrower has the right and power, and has taken all necessary action to authorize it, to execute, deliver and perform this Amendment and each other agreement contemplated hereby to which it is a party in accordance with their respective terms. This Amendment and each other such agreement contemplated hereby to which it is a party has been duly executed and delivered by the duly authorized officers of such Borrower and each is, or each when executed and delivered in accordance with this Amendment will be, a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms.

(b) Compliance of Agreements with Laws. The execution, delivery and

performance of this Amendment in accordance with their respective terms do not and will not, by the passage of time, the giving of notice or otherwise,

(i) require any Governmental Approval that has not been obtained or violate any Applicable Law relating to such Borrower or any of its Subsidiaries,

(ii) conflict with, result in a breach of or constitute a default under the articles or certificate of incorporation or by-laws or other constituent documents or any shareholders' or members' agreement of such Borrower or any of its Subsidiaries, any material provisions of any indenture, agreement or other instrument to which such Borrower, any of its Subsidiaries or any of such Borrower's or such Subsidiaries' property may be bound or any Governmental Approval relating to such Borrower or any of its Subsidiaries, or

(iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by such Borrower other than the Security Interest.

7. Effect of Amendment. From and after the Phase I Effective Date, all references in the Loan Agreement and in any other Loan Document to "this Agreement," "the Loan Agreement," "hereunder," "hereof" and words of like import referring to the Loan Agreement, shall mean and at any time of determination be references to the Loan Agreement as amended by the then effective provisions of this Amendment. Except as expressly amended hereby, the Loan Agreement and all terms, conditions and provisions thereof remain in full force and effect and are hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

8. Breach of Amendment. Any breach by the Borrowers of any representation, warranty or covenant contained herein shall constitute an Event of Default.

9. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed signature page of any party hereto by facsimile transmission shall be as effective as delivery of a manually delivered counterpart thereof.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflicts of law principles thereof.

11. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Further Assurances. The Borrowers agree to take such further actions as any Lender through the Administrative Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

13. Section Titles. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement among the parties hereto.

14. Waiver of Jury Trial. To the fullest extent permitted by applicable law, each of the parties hereto hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers as of the date first written above.

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender

By: /s/ Dennis S. Losin
Name: Dennis S. Losin
Title: Sr. V.P.

WACHOVIA BANK, NATIONAL
ASSOCIATION, as a Lender
By: /s/ Dan Denton
Name: Dan Denton
Title: Vice President

LASALLE BUSINESS CREDIT, INC.,
as a Lender
By: /s/ Douglas Colletti
Name: Douglas Colletti
Title: First Vice President

JPMORGAN CHASE BANK, as a Lender
By: /s/ Robert Morrow
Name: Robert Morrow
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender
By: /s/ Alex M. Council IV
Name: Alex M. Council IV
Title: Vice President

BORROWERS:

MASTEC, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

CHURCH & TOWER, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

CHURCH & TOWER ENVIRONMENTAL, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

CRUZ-CELL, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

DRESSER/AREIA CONSTRUCTION, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

FLAIRE INCORPORATED
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

GMR TELCOM, L.L.C.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC INTEGRATION SYSTEMS, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC NETWORK SERVICES, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC NORTH AMERICA, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC NORTH CAROLINA, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC TELCOM & ELECTRICAL
SERVICES, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC VIRGINIA, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

PHASECOM AMERICA, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

PROTEL IND., INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

RENEGADE OF IDAHO, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

S.S.S. CONSTRUCTION, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
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UPPER VALLEY UTILITIES CORP.
By: /s/ Donald Weinstein
Name: Donald Weinstein
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WILDE HOLDING CO., INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

WILDE ACQUISITION CO., INC.
By: /s/ Donald Weinstein
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Title: EVP & CFO

NORTHLAND CONTRACTING, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

WILDE OPTICAL SERVICE, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein

Title: EVP & CFO_

MASTEC FC, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO_

MASTEC REAL ESTATE HOLDINGS, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO_

MASTEC OF TEXAS, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

MASTEC TC, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

Exhibit A to
Amendment No. 3

SCHEDULE 1.1B

Permitted Liens

1. Liens in favor of Fleet National Bank, N.A. as Agent under that certain Revolving Credit Agreement dated June 9, 1997 by and among MasTec, Inc. (the "Parent") and its Subsidiaries as amended (the "Existing Credit Facility"), which will be satisfied as of the Effective Date.
2. Liens in favor of the Bank of Nova Scotia (the "Bank") under that certain credit facility by and among the Bank and Phasecom Systems, Inc. (the "Borrower") dated June 29, 2001 (the "1st Canadian Facility").
3. Liens in favor of the Bank of Nova Scotia (the "Bank") under that certain credit facility by and among the Bank and Integral Power & Telecommunications Corporation, Ltd. (the "Borrower") dated June 29, 2001 (the "2nd Canadian Facility").
4. Liens in favor of Liberty Mutual Insurance Company (for itself and any of its affiliated issuers of Bonds (as defined therein), collectively, "Liberty") under that certain General Agreement of Indemnity dated April 27, 1999, securing up to \$100,000,000 of surety bonds at any one time outstanding issued by Liberty from time to time for the benefit of one or more Borrowers, which Liens are subordinated to the Security Interest to the extent provided in the Intercreditor Agreement dated as of January 22, 2002 between Liberty Mutual Insurance Company (for itself and any of its affiliated issuers of Bonds (as defined therein)) and the Administrative Agent.
5. Liens in favor of the Crum & Forster Sureties, securing up to \$125,000,000 of surety bonds at any one time outstanding issued by the Crum & Forster Sureties from time to time for the benefit of one or more Borrowers, which Liens are subordinated to the Security Interest to the extent provided in the Crum & Forster Intercreditor Agreement.
6. Attached summary - U.C.C. search results.

AMENDMENT NO. 4
TO REVOLVING CREDIT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 4 TO REVOLVING CREDIT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of March 6, 2003, between MasTec, Inc., a Florida corporation ("MasTec"), certain of the Subsidiaries of MasTec identified on the signature pages hereto (together with MasTec, hereinafter collectively referred to as the "Borrowers"), the financial institutions party from time to time to the Loan Agreement (as hereinafter defined) (the "Lenders") and Fleet Capital Corporation, a Rhode Island corporation, as administrative agent (the "Administrative Agent") for the Lenders.

Recitals:

The Borrowers, the Lenders and the Administrative Agent are parties to a Revolving Credit and Security Agreement dated as of January 22, 2002, as amended by an Assumption and Amendment Agreement dated as of February 7, 2002, an Amendment No. 2 dated as of October 25, 2002 and an Amendment No. 3 and Consent dated as of November 1, 2002 (as amended and in effect, the "Loan Agreement"), pursuant to which the Lenders have made certain revolving credit loans and letter of credit accommodations to the Borrowers.

The Borrowers have requested that the Lenders amend, among other things, certain financial covenants set forth in the Loan Agreement and confirm certain understandings with respect to the ATEL Lease Transaction (as hereinafter defined). To induce the Lenders to do so, the Borrowers have agreed to execute and deliver and to perform its obligations under this Amendment.

Upon the terms and subject to the conditions hereinafter set forth, the Lenders have agreed so to amend the Loan Agreement and to provide such confirmation.

NOW, THEREFORE, for 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. Definitions. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Loan Agreement.

2. Amendments to Loan Agreement. Subject to the provisions of Section 4 of this Amendment, the Loan Agreement is hereby amended as follows:

(a) By adding the following new definitions to Section 1.1 of the Loan Agreement in proper alphabetical order:

"Amendment No. 4 Effective Date" means the date on which Amendment No. 4 to this Agreement dated as of March 6, 2003, between the Borrowers, the Lenders and the Administrative Agent shall have become effective in accordance with its terms.

"Non-Cash Non-Recurring Charge Amounts" means amounts, not to exceed \$46,410,000 in the aggregate, deducted from Net Income for the purpose of calculating EBITDA solely in respect of non-cash, non-recurring charges taken by the Borrowers in the fourth Fiscal Quarter of 2002.

"Non-Recurring Charge Amounts" means amounts, not to exceed \$78,919,000 in the aggregate, deducted from Net Income for the purpose of calculating EBITDA in respect of cash and non-cash, non-recurring charges taken by the Borrowers in the fourth Fiscal Quarter of 2002, net of the after-tax effect of such non-recurring charges.

"Oracle Capex" has the meaning specified in the definition "Fixed Charge Coverage Ratio."

(b) By amending the definition of "EBITDA Adjustment Amounts" that is contained in Section 1.1 of the Loan Agreement to read as follows:

"EBITDA Adjustment Amounts" means, during any specified accounting period, amounts deducted from Net Income for the purpose of calculating EBITDA for such period in respect of the effect on MasTec's NAOperations' Net Income of compliance with SFAS 142.

(c) By amending the definition of "Fixed Charge Coverage Ratio" that is contained in Section 1.1 of the Loan Agreement to read as follows:

"Fixed Charge Coverage Ratio" means, for any specified accounting period, the ratio of EBITDA of MasTec's NAOperations for such period, adjusted, as appropriate, to add back any EBITDA Adjustment Amounts and Non-Cash Non-Recurring Charge Amounts deducted in computing such EBITDA, less the sum of cash income taxes paid and Restricted Payments (other than to the extent permitted by this Agreement), Restricted Distributions (other than to the extent permitted by this Agreement), and Capital Expenditures (other than Financed Capex) made, on a consolidated basis by MasTec's NAOperations during such period, to the sum of their consolidated interest expense for such period and current maturities of long-term Debt as of the date of determination, provided that for any specified accounting period of less than 12 consecutive months, current maturities of long-term Debt as of the date of determination shall be multiplied by a fraction, the numerator of which is the number of months included in such specified accounting period and the denominator of which is 12 and, provided, further, that (x) Capital Expenditures made by the Borrowers during the period of 12 consecutive calendar months ending on December 31, 2002 in connection with the implementation of the Borrowers' Oracle management information systems (the "Oracle Capex") shall be excluded from the calculation of Capital Expenditures for such period in determining the Fixed Charge Coverage Ratio, to the extent that the aggregate amount of Oracle Capex so excluded during such period does not exceed \$5,000,000, and (y) if, and only if, on or after the Amendment No. 4 Effective Date and on or before March 31, 2003, MasTec receives and remits promptly to the Administrative Agent for application to the Revolving Credit Loans then outstanding hereunder the cash proceeds of an income tax refund in an amount not less than \$20,000,000, then Oracle Capex made by the Borrowers during any specified accounting period ending after December 31, 2002 and prior to December 31, 2003 shall be excluded from the calculation of Capital Expenditures for such period in determining the Fixed Charge Coverage Ratio, to the extent that the aggregate amount of Oracle Capex so excluded during all periods ending after December 31, 2002 and prior to December 31, 2003 does not exceed the lesser of (i) the actual amount of Oracle Capex made by the Borrowers during such periods and (ii) \$3,500,000. For the avoidance of doubt, there will be no Oracle Capex exclusions for periods ending on or after December 31, 2003.

(d) By amending the definition of "Tangible Net Worth" that is contained in Section 1.1 of the Loan Agreement to read as follows:

"Tangible Net Worth" of any Person means such Person's Net Worth, less goodwill and the value of any other intangible assets included in such determination, less, for the purpose of determining MasTec's NAOperations' Net Worth at any time prior to January 1, 2003, 100% of all deferred tax assets created as a result of MasTec's NAOperations' compliance with SFAS 142.

(e) By amending the definition of "Applicable Margin" that is contained in Section 1.1 of the Loan Agreement to add a proviso immediately prior to the period at the end thereof that reads as follows:

and, provided, further, that each of the percentages set forth in Annex B shall be subject to a one-time reduction of 25 basis points (0.25%) on the first day of the Fiscal Quarter that begins at least 10 days after delivery by the Borrowers of the financial statements for any Fiscal Quarter ending on or after January 31, 2004 and the related officer's certificate in accordance with the respective provisions of Section 10.1(b) and 10.3 which reflect (x) a Fixed Charge Coverage Ratio (calculated without giving effect to any exclusions for Oracle Capex) for the period of 12 consecutive calendar months ending on the last day of such Fiscal Quarter in excess of 2.00 to 1 and (y) that no Default or Event of Default exists.

(f) By amending clause (f) of the definition of "Net Income" that is contained in Section 1.1 of the Loan Agreement to read as follows:

(f) any write-up or, if less than \$10,000,000, any write-down of any asset, provided that for the purpose of calculating the Fixed Charge Coverage Ratio for any specified accounting period ending after December 31, 2002, any write-down of any asset without limitation shall be included in the determination of Net Income, and;

(g) By deleting the phrase "in Fiscal Year 2002" appearing in Section 10.1(b) of the Loan Agreement and by substituting therefor the phrase "ending on or prior to March 31, 2004";

(h) By amending Section 11.1(a) in its entirety to read as follows:

(a) Tangible Net Worth. Permit consolidated Tangible Net Worth of MasTec's NAOperations (i) at any time on or after March 31, 2002 and on or prior to December 31, 2002, to be less than the sum of (A) \$180,000,000, plus (B) an amount equal to 50% of consolidated Net Income (but without deduction for any Net Loss) of MasTec's NAOperations for the period from January 1, 2002 through the date of determination, treated as a single accounting period, provided, that the Non-Recurring Charge Amounts may be added back to Net Income for the purpose of calculating the consolidated Tangible Net Worth of MasTec's NAOperations for the period from September 30, 2002 through December 31, 2002, and (ii) at any time after December 31, 2002, to be less than the sum of (A) the greater of the consolidated Tangible Net Worth of MasTec's NAOperations as at December 31, 2002, as reflected in the audited financial statements delivered to the Administrative Agent and the Lenders in accordance with the provisions of Section 10.1(a), and \$167,000,000, minus (B) \$10,000,000, plus (C) an amount equal to 50% of consolidated Net Income (but without deduction for any Net Loss) of MasTec's NAOperations for the period from January 1, 2003 through the date of determination, treated as a single accounting period.

(i) By amending Section 11.1(b) in its entirety to read as follows:

(b) Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio for (i) the period of 12 consecutive months ending on December 31, 2002, to be less than 2.00 to 1, (ii) the successive periods of three, four and five consecutive calendar months beginning January 1, 2003, to be less than 1.10 to 1, (iii) the successive periods of six, seven and eight consecutive calendar months beginning January 1, 2003, to be less than 1.25 to 1, (iv) the successive periods of nine, ten and eleven consecutive calendar months beginning January 1, 2003, to be less than 1.50 to 1, (v) the period of 12 consecutive calendar months ending on December 31, 2003, to be less than 1.75 to 1, and (vi) each period of 12 consecutive calendar months ending on or after January 31, 2004, to be less than 2.00 to 1.

(j) By deleting Annex B to the Loan Agreement in its entirety and by substituting therefor a new Annex B in the form of Exhibit A attached to this Amendment.

3. ATEL Lease Transaction. In January 2003, MasTec North America, Inc. and ATEL Leasing Corporation ("ATEL") consummated a leasing transaction (the "ATEL Lease Transaction") whereby MasTec North America, Inc. leased from ATEL approximately \$4,900,000 of Equipment as more particularly described on Schedule I to this Amendment (the "ATEL Equipment"). In connection with the ATEL Leasing Transaction, as an accommodation to the Borrowers, the Administrative Agent, on behalf of the Lenders, executed and delivered to ATEL appropriate release documents to evidence of record that the Administrative Agent does not have any Lien on or other interest in the ATEL Equipment. At the Borrowers' request, the Administrative Agent and the Lenders hereby ratify and reaffirm their consent to the ATEL Lease Transaction. The Administrative Agent and the Lenders also acknowledge and agree with the Borrowers that the dollar basket that is contained in Section 8.7 of the Loan Agreement with respect to the aggregate amount of the Collateral that may be disposed of by the Borrowers during Fiscal Year 2003 shall not be reduced by the value of the ATEL Equipment. The Borrowers, the Administrative Agent and the Lenders further agree, for purposes of determining the aggregate amount of Collateral that may be released by the Administrative Agent during Fiscal Year 2003 under Section 15.9(b) of the Loan Agreement, that the dollar basket that is contained therein shall not be reduced by the value of the ATEL Equipment.

4. Conditions to Effectiveness. The provisions of Sections 2(a), (b), (c), (d), (f), (g) and (h) of this Amendment shall become effective as of December 31, 2002 and the provisions of Sections 2(e), (i) and (j) and Section 3 of this Amendment shall become effective as of the date hereof on the date (the "Amendment No. 4 Effective Date") on which the Administrative Agent shall have received (a) an amendment fee in the amount of \$312,500 for the Ratable account of the Lenders, which fee is earned on such date and is not subject to refund or rebate of any kind whatsoever, and (b) the following documents, each of which shall be satisfactory in form and substance to the Administrative Agent and in sufficient copies for each Lender:

(i) this Amendment duly executed and delivered by the Borrowers, the Lenders and the Administrative Agent;

(ii) a certificate of the secretary or assistant secretary of each Borrower having attached thereto the articles or certificate of

incorporation and bylaws of such Borrower (or containing the certification of such secretary or assistant secretary that no amendment or modification of such articles or certificate of incorporation or bylaws has become effective since the last date on which such documents were last delivered to the Lenders), all corporate or company action, including shareholders' or members' approval, if necessary, has been taken by such Borrower and/or its shareholders or members to authorize the execution, delivery and performance of this Amendment and to the further effect that the incumbency certificate most recently delivered to the Lenders remains in effect, unchanged;

(iii) a certificate of the president or chief financial officer of MasTec stating that, to the best of his or her knowledge and based on an examination sufficient to enable him or her to make an informed statement, after giving effect to the Amendment,

(A) all of the representations and warranties made or deemed to be made under the Loan Agreement are true and correct on and as of the Amendment No. 4 Effective Date, and

(B) no Default or Event of Default exists;

and the Administrative Agent shall be satisfied as to the truth and accuracy thereof; and

(iv) such other documents and instruments as any Lender through the Administrative Agent may reasonably request.

5. Representations and Warranties. To induce the Administrative Agent and the Lenders to enter into this Amendment, each Borrower hereby makes the following representations and warranties to the Administrative Agent and the Lenders, which representations and warranties shall survive the delivery of this Amendment and the making of additional Loans under the Loan Agreement as amended hereby:

(a) Authorization of Agreements. Each Borrower has the right and power, and has taken all necessary action to authorize it, to execute, deliver and perform this Amendment and each other agreement contemplated hereby to which it is a party in accordance with their respective terms. This Amendment and each other such agreement contemplated hereby to which it is a party has been duly executed and delivered by the duly authorized officers of such Borrower and each is, or each when executed and delivered in accordance with this Amendment will be, a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms.

(b) Compliance of Agreements with Laws. The execution, delivery and performance of this Amendment in accordance with their respective terms do not and will not, by the passage of time, the giving of notice or otherwise,

(i) require any Governmental Approval that has not been obtained or violate any Applicable Law relating to such Borrower or any of its Subsidiaries,

(ii) conflict with, result in a breach of or constitute a default under the articles or certificate of incorporation or by-laws or other constituent documents or any shareholders' or members' agreement of such Borrower or any of its Subsidiaries, any material provisions of any indenture, agreement or other instrument to which such Borrower, any of its Subsidiaries or any of such Borrower's or such Subsidiaries' property may be bound or any Governmental Approval relating to such Borrower or any of its Subsidiaries, or

(iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by such Borrower other than the Security Interest.

6. Effect of Amendment. From and after the Amendment No. 4 Effective Date, all references in the Loan Agreement and in any other Loan Document to "this Agreement," "the Loan Agreement," "hereunder," "hereof" and words of like import referring to the Loan Agreement, shall mean and at any time of determination be references to the Loan Agreement as amended by this Amendment. Except as expressly amended hereby, the Loan Agreement and all terms, conditions and provisions thereof remain in full force and effect and are hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan

Documents.

7. Breach of Amendment. Any breach by the Borrowers of any representation, warranty or covenant contained herein shall constitute an Event of Default.

8. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed signature page of any party hereto by facsimile transmission shall be as effective as delivery of a manually delivered counterpart thereof.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflicts of law principles thereof.

10. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Further Assurances. The Borrowers agree to take such further actions as any Lender through the Administrative Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

12. Section Titles. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement among the parties hereto.

13. Waiver of Jury Trial. To the fullest extent permitted by applicable law, each of the parties hereto hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

14. Release of Claims. To induce the Administrative Agent and the Lenders to enter into this Amendment, each Borrower hereby releases, acquits and forever discharges the Administrative Agent and the Lenders, and all officers, directors, agents, employees, successors and assigns of the Administrative Agent and the Lenders, from any and all liabilities, claims, demands, actions or causes of action of any kind or nature (if there be any), whether absolute or contingent, disputed or undisputed, at law or in equity, or known or unknown, that such Borrower now has or ever had against Agent or any Lender arising under or in connection with any of the Loan Documents or otherwise. Each Borrower represents and warrants to the Administrative Agent and the Lenders that such Borrower has not transferred or assigned to any Person any claim that such Borrower ever had or claimed to have against the Administrative Agent or any Lender.

15. Expenses of Administrative Agent. Borrowers agree to pay, on demand, all costs and expenses incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment and any other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the costs and fees of the Administrative Agent's legal counsel and any taxes or expenses associated with or incurred in connection with any instrument or agreement referred to herein or contemplated hereby.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers as of the date first written above.

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender
By: /s/ Dennis S. Losin
Name: Dennis S. Losin
Title: Sr. V. P.

WACHOVIA BANK, NATIONAL
ASSOCIATION, as a Lender
By: /s/ Dan Denton
Name: Dan Denton
Title: Vice President

LASALLE BUSINESS CREDIT, INC.,
as a Lender
By: /s/ Douglas Colletti
Name: Douglas Colletti
Title: First Vice President

JPMORGAN CHASE BANK, as a Lender
By: /s/ Robert Morrow
Name: Robert Morrow
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender
By: /s/ Alex M. Council IV
Name: Alex M. Council IV
Title: Vice President

BORROWERS:

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

CHURCH & TOWER, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

CHURCH & TOWER ENVIRONMENTAL, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

CRUZ-CELL, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

DRESSER/AREIA CONSTRUCTION, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

FLAIRE INCORPORATED
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

GMR TELCOM, L.L.C.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC INTEGRATION SYSTEMS, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC NETWORK SERVICES, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC NORTH AMERICA, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC TELCOM & ELECTRICAL
SERVICES, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

PHASECOM AMERICA, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

PROTEL IND., INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

RENEGADE OF IDAHO, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

S.S.S. CONSTRUCTION, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

UPPER VALLEY UTILITIES CORP.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

WILDE HOLDING CO., INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

WILDE ACQUISITION CO., INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

NORTHLAND CONTRACTING, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

WILDE OPTICAL SERVICE, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC FC, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC REAL ESTATE HOLDINGS, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales

MASTEC OF TEXAS, INC.
By: /s/ Donald Weinstein

Secretary
[CORPORATE SEAL]

Name: Donald Weinstein
Title: EVP & CFO

ATTEST:
By: /s/ Cristina Canales
Secretary
[CORPORATE SEAL]

MASTEC TC, INC.
By: /s/ Donald Weinstein
Name: Donald Weinstein
Title: EVP & CFO

Exhibit A to
Amendment No. 4

ANNEX B
PRICING MATRIX

Level	Leverage Ratio	LIBOR Loans	Base Rate Loans
I	Less than or equal to 1.50 to 1	2.25%	0.75%
II	Greater than 1.50 to 1 but less than or equal to 2.00 to 1	2.50%	1.00%
III	Greater than 2.00 to 1 but less than or equal to 2.50 to 1	2.75%	1.25%
IV	Greater than 2.50 to 1 but less than or equal to 3.00 to 1	3.00%	1.50%
V	Greater than 3.00 to 1	3.25%	1.75%

Schedule I to
Amendment No. 4

ATEL EQUIPMENT

PLEASE SEE ATTACHMENTS

AGREEMENT AND RELEASE

JOSE M. SARIEGO ("Employee") and MasTec, Inc., a Florida corporation ("MasTec") agree as follows:

1. MasTec and Employee mutually agree that Employee will resign as Senior Vice President, General Counsel and Secretary of MasTec and as Vice President, General Counsel and Secretary of all of MasTec's subsidiaries and affiliates due to MasTec's decision to outsource the MasTec Legal Department for cost reasons, effective December 31, 2002 (the "Resignation Date").
2. Until June 30, 2003, Employee will reasonably cooperate and assist MasTec telephonically without further compensation other than the compensation and other consideration described this Agreement and customary witness fees, in connection with any legal or other similar proceeding, including any external or internal investigation, involving MasTec or any of its subsidiaries or affiliates, by furnishing such information (including, if required, testimony) as may be reasonably requested by MasTec from time to time, so long as such cooperation and assistance does not interfere with Employee's business or employment activities Employee will have no other service obligations to MasTec after the Resignation Date.
3. In consideration of Employee's resignation and the other covenants of Employee in this Agreement, MasTec will pay Employee, in addition to his current salary through the Resignation Date, (a) \$40,000 on January 3, 2003 and (b) \$80,000 payable in equal bi-weekly installments in accordance with MasTec's payroll policies through June 30, 2003, subject to tax withholdings; provided that, if a "Change of Control" as defined in the existing Employment Agreement between Employee and MasTec effective as of January 1, 2001 (the "Existing Agreement") occurs prior to payment of all installments due under this Section 2, all unpaid installments will become immediately due and payable as of the effective date of the Change of Control.
4. Employee will not be entitled to any bonus or other compensation other than salary for services rendered through December 31, 2002. Employee acknowledges that in accordance with the incentive compensation plan applicable to Employee, Employee would not be entitled to a bonus for 2002.
5. Employee will continue on MasTec's payroll and will continue to be entitled to participate in MasTec's health, life insurance, accident insurance and disability benefit programs, MasTec's 401(k) retirement plan and MasTec's Non-Qualified Employee Stock Purchase Plan as if employed full-time by MasTec through June 30, 2003. Employee will not, however, be entitled to: (a) any vacation, holiday, sick or personal days after December 31, 2002 or (b) any bonus award of any kind under any incentive compensation plan of MasTec or its subsidiaries
6. MasTec will continue to pay the premiums on Employee's behalf under the split dollar life insurance program in which Employee currently participates until June 30, 2003. After that date, Employee may, at Employee's option (a) purchase the life insurance policy for the aggregate amount of premiums paid by MasTec under the policy through the date of purchase or (b) terminate Employee's interest in the policy. If Employee elects to purchase of the policy, MasTec will assign the policy to Employee and Employee will assume all obligations of MasTec under the policy, including the payment of any future premiums. If Employee elects to terminate Employee's interest in the policy, (i) Employee will provide MasTec with appropriate documentation to assign the policy and the collateral under the policy to MasTec and (ii) in accordance with the split dollar program, MasTec will promptly pay to Employee the excess of the cash surrender value under the policy over the premiums paid by MasTec, if any.
7. MasTec will pay Employee on January 3, 2003 the amounts in Employee's deferred compensation plan as of December 31, 2002.
8. MasTec will reimburse Employee promptly for any expenses incurred by Employee on MasTec's behalf in accordance with MasTec's expense reimbursement policies.
9. All unvested stock options previously granted to Employee will vest as of December 31, 2002. Employee will be entitled to retain all stock options previously granted to Employee through the full term of the options, subject to Employee complying with the terms of this Agreement and any agreement under which the options were issued. If Employee violates the

terms of this Agreement or any other agreement under which the options were issued, all outstanding options will immediately terminate and not be exercisable by Employee.

10. Employee will be entitled to keep (a) the laptop computer that Employee currently uses and (b) the cellular phone that Employee currently uses. Employee will delete any confidential information (as defined below) stored in the laptop computer. Employee will assume all obligations for telephone service related to the cellular phone after December 31, 2002.
11. On or before December 31, 2002, Employee will deliver or cause to be delivered to MasTec, (a) all keys, ID cards, corporate credit card, laptop computer or other computer hardware, computer software of any kind, electronic address book, portable phone, radio, electronic beeper or other electronic devices, equipment and all other property belonging to MasTec, other than the laptop computer and cellular phone being retained by Employee as contemplated in this Agreement and the software contained therein, and (b) all originals and copies of any drawings, books, manuals, letters, notes, notebooks, report financial statements, business plans, projections, data base, or documents, materials or information in Employee's possession or control containing or describing any Confidential Information (as defined below) or otherwise relating to MasTec or any of its subsidiaries or affiliates.
12. In consideration for the payments and other covenants of MasTec in this Agreement, Employee and his heirs, representatives, executors, successors and assigns (collectively, the "Employee Releasers"), acquit, release and forever discharge MasTec and its agents servants, officers, directors, shareholders, employees, predecessors, subsidiaries, affiliates, successors, assigns and other representatives (collectively, the "MasTec Released Parties") from all claims, demands, debts, damages, liabilities, obligations, actions or causes of action, whether known or unknown, foreseen and unforeseen, fixed, accrued or contingent, liquidated or unliquidated, matured or unmatured, direct or derivative or consequential, arising from contract, tort, statute, regulation or otherwise (collectively, "Claims"), including, without limitation (a) Claims for fraud Intentional misconduct, simple or gross negligence, criminal conduct, slander or libel, (b) Claims to connection with Employee's employment (including wrongful termination breach of express or implied contract, unpaid wages, unemployment compensation, accrued vacation, holidays or sick days, employee benefits, or under any federal, state, or local employment laws, regulations, or executive orders prohibiting discrimination of any kind, including discrimination on the basis of age, race, sex, sexual preference, marital status, national origin, religion, handicap, and disability discrimination, such as the Age Discrimination in Employment Act ("ADEA"); Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act, and Florida's Civil Rights Act, and (c) any other Claim of any kind whatsoever, arising out of, resulting from or in any way connected with any act, omission, fact, event, occurrence, matter, agreement, happening, representation, warranty, promise or transaction of any kind that the Releasers ever had or may now have against the Released Parties, from the beginning of time to the date of this Agreement, other than the obligations of MasTec under (a) this Agreement, (b) any stock option agreement covering the options described in this Agreement, (c) the MasTec 401(k) plan and other benefit programs that Employee is entitled to participate in as contemplated by this Agreement, and (d) the indemnification and advancement of expenses provisions of MasTec's bylaws as amended as of April 16, 2002 and the resolutions of the MasTec Board of Directors dated October 31, 2001.
13. In consideration for the covenants of Employee in this Agreement, the MasTec Released Parties acquit, release and forever discharge the Employee Releasers from all Claims, other than the obligations of Employee under (a) this Agreement and (b) the Existing Agreement.
14. The parties agree that all matters relating to this Agreement are strictly confidential and that neither party or its representatives will disclose or disseminate any information concerning any term or terms hereof to any third person or persons, unless required by law.
15. The prevailing party in any suit or other proceeding to enforce this Agreement will be entitled to (a) attorneys' fees and court costs incurred in enforcing this Agreement or in defending any claim brought in violation hereof and (b) interest on any amount not paid when due at a rate per annum equal to eighteen percent (18%) or the maximum amount permitted by law.
16. Employee will not make any statements about or relating to MasTec or its affiliates, its officers, directors, shareholders, agents or independent

contractors that are disparaging, critical or likely to cause embarrassment. MasTec will not make any statements about or relating to Employee that are disparaging, critical or likely to cause embarrassment. No statement or other communication regarding Employee made by MasTec or any of its representatives will be inconsistent with the reasons for the termination of Employee's employment set forth in Section 1 of this Agreement.

17. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. MasTec and Employee each consent to the jurisdiction of any state or federal court located within Miami-Dade County, State of Florida, and consent that all service of process may be made by registered or certified mail directed to the appropriate party at the address set forth in this Agreement. Each party waives any objection which such party may have based on lack of jurisdiction or improper venue or forum non conveniens to any suit or proceeding instituted by the other party under this Agreement in any state or federal court located within Miami-Dade County, Florida and consents to the granting of such legal or equitable relief as is deemed appropriate by the court.
18. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties, or representations, whether written or oral, express or implied, between the parties other than as set forth herein. This Agreement cannot be amended, supplemented, or modified except by an instrument in writing signed by the parties against whom enforcement of such amendment, supplement or modification is sought.
19. Any notices demands consents agreements requests or other communications which may be or are required to be given, served or sent by any party to any other party or obtained from any party pursuant to this Agreement must be in writing and must be (a) mailed by first-class mail, registered or certified, return receipt requested, postage prepaid, (b) hand delivered personally by independent courier, or (c) transmitted by telecopier addressed as follows:

a. If to Employee:

Jose Sariego
540 Bay Point Road
Miami, FL 33137

b. If to MasTec:

MasTec, Inc
3155 N.W. 77th Avenue
Miami, FL 33122-1205
Attn.: Legal Department
Telecopier: (305) 406-1907

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

20. EMPLOYEE KNOWINGLY, VOLUNTARILY, IRREVOCABLY UNCONDITIONALLY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIMS COVERED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY AND RELATED TO THIS AGREEMENT OR ANY CLAUSE, THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR MASTEC TO ENTER INTO THIS AGREEMENT

EXECUTED: as of December 1, 2002.

EMPLOYEE:

/s/ JOSE M. SARIEGO

NAME: JOSE M. SARIEGO

MASTEC:

MASTEC, INC.

By: /s/ Austin J. Shanfelter

Name: Austin J. Shanfelter
President and CEO

SPLIT-DOLLAR AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2002 effective as of August 27, 2002, by and between MasTec, Inc., a Florida corporation, with principal offices and place of business in the State of Florida (hereinafter referred to as the "Corporation"), and Jorge Mas, an individual residing in the State of Florida (hereinafter referred to as the "Employee"),

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Corporation; and

WHEREAS, the Employee wishes to provide life insurance protection for his family, under policies of life insurance (hereinafter referred to individually as a "Policy" and collectively as the "Policies"), insuring his life and the life of his wife, Aleyda Mas (hereinafter referred to collectively as the "Insureds"), which Policies are described in Exhibit A attached hereto and by this reference made a part hereof, and which were issued by Phoenix Life Insurance Company and General American Life Insurance Company (hereinafter referred to individually as an "Insurer" and collectively as the "Insurers"); and

WHEREAS, the Corporation is willing to pay the premiums due on the Policies as an additional employment benefit for the Employee, on the terms and conditions hereinafter set forth; and

WHEREAS, the Corporation is the owner of the Policies and, as such, possesses all incidents of ownership in and to the Policies; and

WHEREAS, the Corporation wishes to retain such ownership rights, in order to secure the repayment of the amounts which it will pay toward the premiums on the Policies;

WHEREAS, pursuant to the interim guidance provided in Notice 2001-10, as modified by Notice 2002-8 (the "Notices"), the parties to this arrangement intend to have their income and gift tax consequences determined under traditional split-dollar economic benefit concepts;

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

1. Statement of Intention. The parties hereto intend that the income and gift tax consequences of this split-dollar arrangement be governed by traditional split-dollar economic benefit concepts, in accordance with the interim guidance provided in the Notices, for arrangements entered into prior to the adoption of final regulations. The parties hereto agree to consistently treat this arrangement in accordance with such concepts on all tax returns and other documents filed by them in connection herewith.

2. Purchase of Policies. The Corporation has purchased the Policies from the Insurers in the Face Amount of Insurance (as such term is defined in each Policy) and Death Benefit Options (as such term is defined in each Policy) described in Exhibit A attached hereto. The parties hereto have taken all necessary action to cause the Insurers to issue the Policies, and shall take any further action which may be necessary to cause the Policies to conform to the provisions of this Agreement. The parties hereto agree that the Policies shall be subject to the terms and conditions of this Agreement and of the endorsements to each Policy filed with the Insurers.

3. Ownership of Policies.

a. The Corporation shall be the sole and absolute owner of the Policies, and may exercise all ownership rights granted to the owner thereof by the terms of the Policies, except as may otherwise be provided herein; provided, however, that in no event shall the Corporation have any right to borrow against or make withdrawals from either Policy.

b. Specifically, the Corporation shall have the sole authority to direct the manner in which the Policy Account (as such term is defined in each Policy) established pursuant to the terms of the Policies shall be allocated among the various investment options from time to time available under the Policies and to change such allocation from time to time, as provided for in the Policies.

4. Payment of Premiums. On or before the Anniversary Date of each Policy (as defined therein), or within the grace period provided therein,

the Corporation shall pay the full amount of each Planned Periodic Premium (as such term is defined in the Policies) to the Insurers, during the term hereof, and shall, upon request, promptly furnish the Employee evidence of timely payment of such premium. Subject to the acceptance of such amount by the Insurers, the Corporation may also, in its discretion, make additional premium payments on the Policies. The Corporation shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, as a result of the insurance protection provided to the Employee's beneficiary hereunder.

5. Designation of Policy Beneficiary/Endorsement.

a. Contemporaneously with the execution of this Agreement, the Corporation has executed a beneficiary designation for each Policy, under the form used by each Insurer for such designations, naming the Corporation as the Policy beneficiary, in order to secure the Corporation's recovery of the amount due the Corporation hereunder.

b. The Employee may select both the settlement option for payment of that portion of the death benefit provided under each Policy to which the Employee is entitled hereunder and the beneficiary or beneficiaries to receive such portion of the policy proceeds, by specifying the same in a written notice to the Corporation. Upon receipt of such notice, the Corporation shall execute and deliver to each Insurer a change of beneficiary and/or Policy endorsement form necessary to elect the requested settlement option and to designate the requested person, persons or entity as the beneficiary or beneficiaries to receive the death proceeds of the Policy in excess of the amount to which the Corporation is entitled hereunder. The parties hereto agree to take the action necessary to cause the beneficiary designation and settlement election provisions of that portion of each Policy to which the Employee is entitled hereunder to conform to the provisions hereof; the Corporation shall not terminate, alter or amend such election or designation for such portion of each Policy, without the express written consent of the Employee.

6. Limitations on Corporation's Rights in Policies. Except as otherwise provided herein, the Corporation shall not sell, assign, transfer, surrender or cancel the Policies, change the beneficiary designation provision of that portion of the Policies to which the Employee is entitled hereunder, nor change the Death Benefit Option thereof without, in any such case, the express written consent of the Employee.

7. Collection of Death Proceeds.

a. Upon the death of the survivor of the Insureds, the Corporation shall cooperate with the beneficiary or beneficiaries designated by the Employee to take whatever action is necessary to collect the death benefit provided under the Policies; when such benefit has been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the survivor of the Insureds, the Corporation shall have the unqualified right to receive a portion of such death benefit equal to the total amount of the premiums paid by it hereunder, plus 4%, compounded annually. The balance of the death benefit provided under the Policies shall be paid directly to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policies. In no event shall the amount payable to the Corporation hereunder exceed the Policy proceeds payable as a result of the maturity of the Policies as a death claim. No amount shall be paid from such death benefit to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, until the full amount due the Corporation for the return of its premiums plus interest hereunder has been paid. The parties hereto agree that the beneficiary designation provision of the Policies shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policies upon the death of the survivor of the Insureds and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policies, the Corporation shall have the unqualified right to retain such premiums.

8. Termination of the Agreement During the Lifetime of the Insureds.

a. This Agreement shall terminate while either of the Insureds is alive, without notice, upon the occurrence of any of the following events:

(a) total cessation of the Corporation's business;

(b) bankruptcy, receivership or dissolution of the Corporation; or

(c) at any time that the collective voting securities of the Corporation owned directly or indirectly by Jose Ramon Mas Holdings I Limited Partnership, Jorge Mas Holdings I Limited Partnership, Mas Family Foundation, Inc., a Florida not-for-profit corporation, Juan Carlos Mas Holdings I Limited Partnership, Jorge L Mas Canosa Holdings I Limited Partnership, Jorge L. Mas, Jorge Mas, Juan Carlos, Juan Ramon Mas, and their respective ancestors and descendants, are less than 38% of the outstanding voting securities of the Corporation (a "Change in Control").

b. In addition, the Employee may terminate this Agreement, while either of the Insureds is alive and while no premium under the Policies is overdue, by written notice to the Corporation. Such termination shall be effective as of the date of such notice.

9. Disposition of the Policies on Termination of the Agreement During the Employee's Lifetime.

a. For sixty (60) days after the date of the termination of this Agreement during the lifetime of the Insureds, the Employee shall have the assignable option to purchase the Policies from the Corporation. The purchase price for each Policy shall be the greater of the total amount of the premium payments made by the Corporation hereunder or the then cash surrender value of the Policy. Upon receipt of such amount, the Corporation shall transfer all of its right, title and interest in and to such Policy to the Employee or his assignee, by the execution and delivery of an appropriate instrument of transfer, and this Agreement shall thereupon terminate.

b. If the Employee or his assignee fails to exercise such option within such sixty (60) day period, then the Corporation may enforce its right to be repaid for the premiums which it paid hereunder by surrendering or canceling the Policies for their cash surrender value, or it may change the beneficiary designation provisions of the Policies, naming itself or any other person or entity as revocable beneficiary thereof, or exercise any other ownership rights in and to the Policies, without regard to the provisions hereof. Thereafter, neither the Employee, his assignee nor their heirs, assigns or beneficiaries shall have any further interest in and to the Policies, either under the terms thereof or under this Agreement.

10. Insurers Not a Party. The Insurers shall be fully discharged from their obligations under the Policies by payment of the Policy death benefit to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall either Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying or in any other way affecting the obligations of the Insurers as expressly provided in the Policies, except insofar as the provisions hereof are made a part of the Policies by the beneficiary designation executed by the Corporation and filed with the Insurers in connection herewith.

11. Assignment by Employee. Notwithstanding any provision hereof to the contrary, the Employee shall have the right to absolutely and irrevocably assign by gift all of his right, title and interest in and to this Agreement and to the Policies to an assignee. This right shall be exercisable by the execution and delivery to the Corporation of a written assignment, in substantially the form attached hereto as Exhibit B, which by this reference is made a part hereof. Upon receipt of such written assignment executed by the Employee and duly accepted by the assignee thereof, the Corporation shall consent thereto in writing, and shall thereafter treat the Employee's assignee as the sole owner of all of the Employee's right, title and interest in and to this Agreement and in and to the Policies. Thereafter, the Employee shall have no right, title or interest in and to this Agreement or the Policies, all such rights being vested in and exercisable only by such assignee.

12. Named Fiduciary, Determination of Benefits, Claims Procedure and Administration.

a. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. Claim. A Participant, beneficiary or other person who believes that he or she is being denied a benefit to which he or she is entitled (hereinafter referred to as "Claimant"), or his or her duly authorized representative, may file a written request for such benefit with the President of the Corporation (the "First Level Reviewer"), setting forth his or her claim. Such claim must be addressed to the President of the Corporation, at its then principal place of business.

c. Claim Decision. Upon receipt of a claim, the First Level Reviewer shall advise the Claimant that a reply will be forthcoming within a reasonable period of time, but ordinarily not later than ninety days, and shall, in fact, deliver such reply within such period. However, the First Level Reviewer may extend the reply period for an additional ninety days for reasonable cause. If the reply period will be extended, the First Level Reviewer shall advise the Claimant in writing during the initial 90-day period indicating the special circumstances requiring an extension and the date by which the First Level Reviewer expects to render the benefit determination.

If the claim is denied in whole or in part, the First Level Reviewer will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

(1) the specific reason or reasons for the denial;

(2) the specific references to pertinent Plan provisions on which the denial is based;

(3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such material or such information is necessary;

(4) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and

(5) the time limits for requesting a review of the denial under Subsection C hereof and for the actual review of the denial under Subsection D hereof.

d. Request for Review. Within sixty days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Secretary of the Corporation (the "Second Level Reviewer") review the First Level Reviewer's prior determination. Such request must be addressed to the Secretary of the Corporation, at its then principal place of business. The Claimant or his or her duly authorized representative may submit written comments, documents, records or other information relating to the denied claim, which such information shall be considered in the review under this subsection without regard to whether such information was submitted or considered in the initial benefit determination.

The Claimant or his or her duly authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which (i) was relied upon by the First Level Reviewer in making its initial claims decision, (ii) was submitted, considered or generated in the course of the First Level Reviewer making its initial claims decision, without regard to whether such instrument was actually relied upon by the First Level Reviewer in making its decision or (iii) demonstrates compliance by the First Level Reviewer with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants. If the Claimant does not request a review of the First Level Reviewer's determination within such sixty-day period, he or she shall be barred and estopped from challenging such determination.

e. Review of Decision. Within a reasonable period of time, ordinarily not later than sixty days, after the Second Level Reviewer's receipt of a request for review, it will review the First Level Reviewer's prior determination. If special circumstances require that the sixty-day time period be extended, the Second Level Reviewer will so notify the Claimant within the initial 60-day period indicating the special circumstances requiring an extension and the date by which the Second Level Reviewer expects to render its decision on review, which shall be as soon as possible but not later than 120 days after receipt of the request for review. In the event that the Second Level Reviewer extends the determination period on review due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall not take into account the period beginning on the date on which notification of extension is sent to the Claimant and ending on the date on which the Claimant responds to the request for additional information.

The Second Level Reviewer has discretionary authority to determine a Claimant's eligibility for benefits and to interpret the terms of the Plan. Benefits under the Plan will be paid only if the Second Level Reviewer

decides in its discretion that the Claimant is entitled to such benefits. The decision of the Second Level Reviewer shall be final and non-reviewable, unless found to be arbitrary and capricious by a court of competent review. Such decision will be binding upon the Employer and the Claimant.

If the Second Level Reviewer makes an adverse benefit determination on review, the Second Level Reviewer will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

(1) the specific reason or reasons for the denial;

(2) the specific references to pertinent Plan provisions on which the denial is based;

(3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which (i) was relied upon by the Second Level Reviewer in making its decision, (ii) was submitted, considered or generated in the course of the Second Level Reviewer making its decision, without regard to whether such instrument was actually relied upon by the Second Level Reviewer in making its decision or (iii) demonstrates compliance by the Second Level Reviewer with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents, and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants; and

(4) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following the adverse benefit determination on such review.

13. Amendment. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee, his successors, assigns, heirs, executors, administrators and beneficiaries.

15. Notices. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

16. Governing Law. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the day and year first above written.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

ATTEST:

/s/ Steve Davis

Assistant Secretary

"Corporation"

/s/ Jorge Mas

JORGE MAS

"Employee"

EXHIBIT A
- - - - -

The following life insurance policies are subject to the attached Split-Dollar Agreement:

Insurer: Phoenix Life Insurance Company
Insured: Jorge Mas and Aleyda Mas
Policy Number: 11203773
Face Amount: \$20,000,000
Death Benefit Option: A
Date of Issue: November 25, 2002

Insurer: General American Life Insurance Company
Insured: Jorge Mas and Aleyda Mas
Policy Number: 16052149
Face Amount: \$30,000,000
Death Benefit Option: A
Date of Issue: August 27, 2002

EXHIBIT B
- - - - -

THIS ASSIGNMENT, dated this 1st day of December, 2002.

WITNESSETH THAT:

WHEREAS, the undersigned (the "Assignor") is the Employee under that certain Split-Dollar Agreement between MasTec, Inc., a Florida corporation (the "Company") and Jorge Mas dated 1st day of December, 2002, effective as of September 13, 2002, (the "Split-Dollar Agreement"), which Split-Dollar Agreement confers upon the undersigned certain rights and benefits with regard to one or more policies of insurance insuring the Assignor's life; and

WHEREAS, pursuant to the provisions of said Split-Dollar Agreement, the Assignor retained the right, exercisable by the execution and delivery to the Company of a written form of assignment, to absolutely and irrevocably assign all of the Assignor's right, title and interest in and to said Split-Dollar Agreement to an assignee; and

WHEREAS, the Assignor desires to exercise said right;

NOW, THEREFORE, the Assignor, without consideration, and intending to make a gift, hereby absolutely and irrevocably assigns, gives, grants and transfers to JORGE MAS, IRREVOCABLE TRUST (the "Assignee"), all of the Assignor's right, title and interest in and to the Split-Dollar Agreement and said policies of insurance, intending that, from and after this date, the Split-Dollar Agreement be solely between the Company and the Assignee and that hereafter the Assignor shall neither have nor retain any right, title or interest therein.

/s/ Jorge Mas

Jorge Mas, Assignor

ACCEPTANCE OF ASSIGNMENT

The undersigned Assignee hereby accepts the above assignment of all right, title and interest of the Assignor therein in and to the Split-Dollar Agreement, and the undersigned hereby agrees to be bound by all of the terms and conditions of said Split-Dollar Agreement, as if the original Employee thereunder.

JORGE MAS IRREVOCABLE
TRUST DATED
December 1, 2002

/s/ JRM

Trustee
Assignee

Dated: December 1, 2002

CONSENT TO ASSIGNMENT

The undersigned Company hereby consents to the foregoing assignment of all of the right, title and interest of the Assignor in and to the Split-Dollar Agreement, to the Assignee designated therein. The undersigned Company hereby agrees that, from and after the date hereof, the undersigned Company shall look solely to such Assignee for the performance of all obligations under said Split-Dollar Agreement which were heretofore the responsibility of the Assignor, shall allow all rights and benefits provided therein to the Assignor to be exercised only by said Assignee, and shall hereafter treat said Assignee in all respects as if the original Employee thereunder.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

Dated: December 1, 2002

SPLIT-DOLLAR AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2002, effective as of September 13, 2002, by and between MasTec, Inc., a Florida corporation, with principal offices and place of business in the State of Florida (hereinafter referred to as the "Corporation"), and Jorge Mas, an individual residing in the State of Florida (hereinafter referred to as the "Employee"),

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Corporation; and

WHEREAS, the Employee wishes to provide life insurance protection for his family in the event of his death, under a policy of life insurance insuring his life (hereinafter referred to as the "Policy"), which is described in Exhibit A attached hereto and by this reference made a part hereof, and which was issued by John Hancock Variable Life Insurance Company (hereinafter referred to as the "Insurer"); and

WHEREAS, the Corporation is willing to pay the premiums due on the Policy as an additional employment benefit for the Employee, on the terms and conditions hereinafter set forth; and

WHEREAS, the Corporation is the owner of the Policy and, as such, possesses all incidents of ownership in and to the Policy; and

WHEREAS, the Corporation wishes to retain such ownership rights, in order to secure the repayment of the amounts which it will pay toward the premiums on the Policy;

WHEREAS, pursuant to the interim guidance provided in Notice 2001-10, as modified by Notice 2002-8 (the "Notices"), the parties to this arrangement intend to have its income and gift tax consequences determined under traditional split-dollar economic benefit concepts;

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

1. Statement of Intention. The parties hereto intend that the income and gift tax consequences of this split-dollar arrangement be governed by traditional split-dollar economic benefit concepts, in accordance with the interim guidance provided in the Notices, for arrangements entered into prior to the adoption of final regulations. The parties hereto agree to consistently treat this arrangement in accordance with such concepts on all tax returns and other documents filed by them in connection herewith.

2. Purchase of Policy. The Corporation has purchased the Policy from the Insurer in the Face Amount of Insurance (as such term is defined in the Policy) of \$80,000,000 and Death Benefit Option A (as such term is defined in the Policy). One-half of the Policy is subject to this Agreement, the balance of the Policy is key person insurance, owned by and payable to the Corporation; all references herein to the Policy shall be to the portion thereof which is subject hereto. The parties hereto have taken all necessary action to cause the Insurer to issue the Policy, and shall take any further action which may be necessary to cause the Policy to conform to the provisions of this Agreement. The parties hereto agree that the Policy shall be subject to the terms and conditions of this Agreement and of the endorsement to the Policy filed with the Insurer.

3. Ownership of Policy.

a. The Corporation shall be the sole and absolute owner of the Policy, and may exercise all ownership rights granted to the owner thereof by the terms of the Policy, except as may otherwise be provided herein; provided, however, that in no event shall the Corporation have any right to borrow against or make withdrawals from the Policy.

b. Specifically, the Corporation shall have the sole authority to direct the manner in which the Policy Account (as such term is defined in the Policy) established pursuant to the terms of the Policy shall be allocated among the various investment options from time to time available under the Policy and to change such allocation from time to time, as provided for in the Policy.

4. Payment of Premiums. On or before the Anniversary Date of the Policy (as defined therein), or within the grace period provided therein,

the Corporation shall pay the full amount of each Planned Periodic Premium (as such term is defined in the Policy) to the Insurer, during the term hereof, and shall, upon request, promptly furnish the Employee evidence of timely payment of such premium. Subject to the acceptance of such amount by the Insurer, the Corporation may also, in its discretion, make additional premium payments on the Policy. The Corporation shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, as a result of the insurance protection provided to the Employee's beneficiary hereunder.

5. Designation of Policy Beneficiary/Endorsement.

a. Contemporaneously with the execution of this Agreement, the Corporation has executed a beneficiary designation for the Policy, under the form used by the Insurer for such designations, naming the Corporation as the Policy beneficiary, in order to secure the Corporation's recovery of the amount due the Corporation hereunder.

b. The Employee may select both the settlement option for payment of that portion of the death benefit provided under the Policy to which the Employee is entitled hereunder and the beneficiary or beneficiaries to receive such portion of the policy proceeds, by specifying the same in a written notice to the Corporation. Upon receipt of such notice, the Corporation shall execute and deliver to the Insurer a change of beneficiary and/or Policy endorsement form necessary to elect the requested settlement option and to designate the requested person, persons or entity as the beneficiary or beneficiaries to receive the death proceeds of the Policy in excess of the amount to which the Corporation is entitled hereunder. The parties hereto agree to take the action necessary to cause the beneficiary designation and settlement election provisions of that portion of the Policy to which the Employee is entitled hereunder to conform to the provisions hereof; the Corporation shall not terminate, alter or amend such election or designation for such portion of the Policy, without the express written consent of the Employee.

6. Limitations on Corporation's Rights in Policy. Except as otherwise provided herein, the Corporation shall not sell, assign, transfer, surrender or cancel the Policy, change the beneficiary designation provision of that portion of the Policy to which the Employee is entitled hereunder, nor change the Death Benefit Option thereof without, in any such case, the express written consent of the Employee.

7. Collection of Death Proceeds.

a. Upon the death of the Employee, the Corporation shall cooperate with the beneficiary or beneficiaries designated by the Employee to take whatever action is necessary to collect the death benefit provided under the Policy; when such benefit has been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the Employee, the Corporation shall have the unqualified right to receive a portion of such death benefit equal to the total amount of the premiums paid by it hereunder, plus 4%, compounded annually. The next \$40,000,000 of the death benefit provided under the Policy shall be paid directly to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policy. The Corporation shall have the unqualified right to receive the balance, if any, of the death benefit provided under the Policy. In no event shall the amount payable to the Corporation hereunder exceed the Policy proceeds payable at the death of the Employee. No amount shall be paid from such death benefit to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, until the full amount due the Corporation for the return of its premiums plus interest hereunder has been paid. The parties hereto agree that the beneficiary designation provision of the Policy shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policy upon the death of the Employee and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policy, the Corporation shall have the unqualified right to retain such premiums.

8. Termination of the Agreement During the Employee's Lifetime.

a. This Agreement shall terminate, during the Employee's lifetime, without notice, upon the occurrence of any of the following events: (a) total cessation of the Corporation's business; (b) bankruptcy, receivership or dissolution of the Corporation; or (c) at any time that the collective voting securities of the Corporation owned directly or indirectly by Jorge L. Mas, Jorge Mas, Juan Carlos, Juan Ramon Mas, and their

respective ancestors and descendants are less than 38% of the outstanding voting securities of the Corporation (a "Change in Control").

b. In addition, the Employee may terminate this Agreement, while no premium under the Policy is overdue, by written notice to the Corporation. Such termination shall be effective as of the date of such notice.

9. Disposition of the Policy on Termination of the Agreement During the Employee's Lifetime.

a. For sixty (60) days after the date of the termination of this Agreement during the Employee's lifetime, the Employee shall have the assignable option to purchase the Policy from the Corporation. The purchase price for the Policy shall be the greater of the total amount of the premium payments made by the Corporation hereunder or the then cash surrender value of the Policy. Upon receipt of such amount, the Corporation shall transfer all of its right, title and interest in and to the Policy to the Employee or his assignee, by the execution and delivery of an appropriate instrument of transfer, and this Agreement shall thereupon terminate.

b. If the Employee or his assignee fails to exercise such option within such sixty (60) day period, then the Corporation may enforce its right to be repaid for the premiums which it paid hereunder by surrendering or canceling the Policy for its cash surrender value, or it may change the beneficiary designation provisions of the Policy, naming itself or any other person or entity as revocable beneficiary thereof, or exercise any other ownership rights in and to the Policy, without regard to the provisions hereof. Thereafter, neither the Employee, his assignee nor their heirs, assigns or beneficiaries shall have any further interest in and to the Policy, either under the terms thereof or under this Agreement.

10. Insurer Not a Party. The Insurer shall be fully discharged from its obligations under the Policy by payment of the Policy death benefit to the beneficiary or beneficiaries named in the Policy, subject to the terms and conditions of the Policy. In no event shall the Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying or in any other way affecting the obligations of the Insurer as expressly provided in the Policy, except insofar as the provisions hereof are made a part of the Policy by the beneficiary designation executed by the Corporation and filed with the Insurer in connection herewith.

11. Assignment by Employee. Notwithstanding any provision hereof to the contrary, the Employee shall have the right to absolutely and irrevocably assign by gift all of his right, title and interest in and to this Agreement and to the Policy to an assignee. This right shall be exercisable by the execution and delivery to the Corporation of a written assignment, in substantially the form attached hereto as Exhibit B, which by this reference is made a part hereof. Upon receipt of such written assignment executed by the Employee and duly accepted by the assignee thereof, the Corporation shall consent thereto in writing, and shall thereafter treat the Employee's assignee as the sole owner of all of the Employee's right, title and interest in and to this Agreement and in and to the Policy. Thereafter, the Employee shall have no right, title or interest in and to this Agreement or the Policy, all such rights being vested in and exercisable only by such assignee.

12. Named Fiduciary, Determination of Benefits, Claims Procedure and Administration.

a. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. Claim. A Participant, beneficiary or other person who believes that he or she is being denied a benefit to which he or she is entitled (hereinafter referred to as "Claimant"), or his or her duly authorized representative, may file a written request for such benefit with the President of the Corporation (the "First Level Reviewer"), setting forth his or her claim. Such claim must be addressed to the President of the Corporation, at its then principal place of business.

c. Claim Decision. Upon receipt of a claim, the First Level Reviewer shall advise the Claimant that a reply will be forthcoming within a reasonable period of time, but ordinarily not later than ninety days, and shall, in fact, deliver such reply within such period. However, the First Level Reviewer may extend the reply period for an additional ninety days for reasonable cause. If the reply period will be extended, the First Level

Reviewer shall advise the Claimant in writing during the initial 90-day period indicating the special circumstances requiring an extension and the date by which the First Level Reviewer expects to render the benefit determination.

If the claim is denied in whole or in part, the First Level Reviewer will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

(1) the specific reason or reasons for the denial;

(2) the specific references to pertinent Plan provisions on which the denial is based;

(3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such material or such information is necessary;

(4) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and

(5) the time limits for requesting a review of the denial under Subsection C hereof and for the actual review of the denial under Subsection D hereof.

d. Request for Review. Within sixty days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Secretary of the Corporation (the "Second Level Reviewer") review the First Level Reviewer's prior determination. Such request must be addressed to the Secretary of the Corporation, at its then principal place of business. The Claimant or his or her duly authorized representative may submit written comments, documents, records or other information relating to the denied claim, which such information shall be considered in the review under this subsection without regard to whether such information was submitted or considered in the initial benefit determination.

The Claimant or his or her duly authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which (i) was relied upon by the First Level Reviewer in making its initial claims decision, (ii) was submitted, considered or generated in the course of the First Level Reviewer making its initial claims decision, without regard to whether such instrument was actually relied upon by the First Level Reviewer in making its decision or (iii) demonstrates compliance by the First Level Reviewer with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants. If the Claimant does not request a review of the First Level Reviewer's determination within such sixty-day period, he or she shall be barred and estopped from challenging such determination.

e. Review of Decision. Within a reasonable period of time, ordinarily not later than sixty days, after the Second Level Reviewer's receipt of a request for review, it will review the First Level Reviewer's prior determination. If special circumstances require that the sixty-day time period be extended, the Second Level Reviewer will so notify the Claimant within the initial 60-day period indicating the special circumstances requiring an extension and the date by which the Second Level Reviewer expects to render its decision on review, which shall be as soon as possible but not later than 120 days after receipt of the request for review. In the event that the Second Level Reviewer extends the determination period on review due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall not take into account the period beginning on the date on which notification of extension is sent to the Claimant and ending on the date on which the Claimant responds to the request for additional information.

The Second Level Reviewer has discretionary authority to determine a Claimant's eligibility for benefits and to interpret the terms of the Plan. Benefits under the Plan will be paid only if the Second Level Reviewer decides in its discretion that the Claimant is entitled to such benefits. The decision of the Second Level Reviewer shall be final and non-reviewable, unless found to be arbitrary and capricious by a court of competent review. Such decision will be binding upon the Employer and the Claimant.

If the Second Level Reviewer makes an adverse benefit determination on review, the Second Level Reviewer will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

(1) the specific reason or reasons for the denial;

(2) the specific references to pertinent Plan provisions on which the denial is based;

(3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which (i) was relied upon by the Second Level Reviewer in making its decision, (ii) was submitted, considered or generated in the course of the Second Level Reviewer making its decision, without regard to whether such instrument was actually relied upon by the Second Level Reviewer in making its decision or (iii) demonstrates compliance by the Second Level Reviewer with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents, and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants; and

(4) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following the adverse benefit determination on such review.

13. Amendment. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee, his successors, assigns, heirs, executors, administrators and beneficiaries.

15. Notices. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

16. Governing Law. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the day and year first above written.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

ATTEST:

/s/ Christy Canales

Secretary

"Corporation"

/s/ Jorge Mas

JORGE MAS

"Employee"

EXHIBIT A
- - - - -

The following life insurance policy is subject to the attached Split-Dollar Agreement:

Insurer: John Hancock Variable Life Insurance Company
Insured: Jorge Mas
Policy Number: 59 416 001
Face Amount: \$40,000,000 of the \$80,000,000 face amount of the Policy
Death Benefit Option: A
Date of Issue: August 27, 2002

EXHIBIT B
- - - - -

THIS ASSIGNMENT, dated this 1st day of December, 2002.

WITNESSETH THAT:

WHEREAS, the undersigned (the "Assignor") is the Employee under that certain Split-Dollar Agreement between MasTec, Inc., a Florida corporation (the "Company") and Jorge Mas dated 1st day of December, 2002, effective as of September 13, 2002 (the "Split-Dollar Agreement"), which Split-Dollar Agreement confers upon the undersigned certain rights and benefits with regard to one or more policies of insurance insuring the Assignor's life; and

WHEREAS, pursuant to the provisions of said Split-Dollar Agreement, the Assignor retained the right, exercisable by the execution and delivery to the Company of a written form of assignment, to absolutely and irrevocably assign all of the Assignor's right, title and interest in and to said Split-Dollar Agreement to an assignee; and

WHEREAS, the Assignor desires to exercise said right;

NOW, THEREFORE, the Assignor, without consideration, and intending to make a gift, hereby absolutely and irrevocably assigns, gives, grants and transfers to JORGE MAS IRREVOCABLE TRUST (the "Assignee"), all of the Assignor's right, title and interest in and to the Split-Dollar Agreement and said policies of insurance, intending that, from and after this date, the Split-Dollar Agreement be solely between the Company and the Assignee and that hereafter the Assignor shall neither have nor retain any right, title or interest therein.

/s/ Jorge Mas

Jorge Mas, Assignor

ACCEPTANCE OF ASSIGNMENT

The undersigned Assignee hereby accepts the above assignment of all right, title and interest of the Assignor therein in and to the Split-Dollar Agreement, and the undersigned hereby agrees to be bound by all of the terms and conditions of said Split-Dollar Agreement, as if the original Employee thereunder.

JORGE MAS IRREVOCABLE
TRUST DATED
December 1st, 2002

/s/ JRM

Trustee Assignee

Dated: December 1, 2002

CONSENT TO ASSIGNMENT

The undersigned Company hereby consents to the foregoing assignment of all of the right, title and interest of the Assignor in and to the Split-Dollar Agreement, to the Assignee designated therein. The undersigned Company hereby agrees that, from and after the date hereof, the undersigned Company shall look solely to such Assignee for the performance of all obligations under said Split-Dollar Agreement which were heretofore the responsibility of the Assignor, shall allow all rights and benefits provided therein to the Assignor to be exercised only by said Assignee, and shall hereafter treat said Assignee in all respects as if the original Employee thereunder.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

Dated: December 1, 2002

FIRST AMENDMENT TO SPLIT-DOLLAR AGREEMENT BETWEEN
MASTEC, INC. AND JORGE MAS

WHEREAS, MasTec, Inc., a Florida corporation, with principal offices in the State of Florida (the "Corporation"), and Jorge Mas, an individual residing in the State of Florida (the "Employee"), entered into a Split-Dollar Agreement on December 1, 2002, effective as of September 13, 2002 (the "Agreement") to govern the rights and obligations of the parties with respect to that certain life insurance policy issued by John Hancock Variable Life Insurance Company insuring the life of the Employee (the "Policy");

WHEREAS the parties hereto wish to amend the Agreement to provide that \$60,000,000 of the \$80,000,000 face amount of the Policy will be subject to the Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual promises contained herein, the parties hereto hereby amend the Agreement, as follows:

1. Section 2 of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

"2. Purchase of Policy. The Corporation has purchased the Policy from the Insurer in the Face Amount of Insurance (as such term is defined in the Policy) of \$80,000,000 and Death Benefit Option A (as such term is defined in the Policy). Three-fourths of the Policy is subject to this Agreement, the balance of the Policy is key person insurance, owned by and payable to the Corporation; all references herein to the Policy shall be to the portion thereof which is subject hereto. The parties hereto have taken all necessary action to cause the Insurer to issue the Policy, and shall take any further action which may be necessary to cause the Policy to conform to the provisions of this Agreement. The parties hereto agree that the Policy shall be subject to the terms and conditions of this Agreement and of the endorsement to the Policy filed with the Insurer."

2. Section 7.b. of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

"b. Upon the death of the Employee, the Corporation shall have the unqualified right to receive a portion of such death benefit equal to the total amount of the premiums paid by it hereunder, plus 4%, compounded annually. The next \$60,000,000 of the death benefit provided under the Policy shall be paid directly to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policy. The Corporation shall have the unqualified right to receive the balance, if any, of the death benefit provided under the Policy. In no event shall the amount payable to the Corporation hereunder exceed the Policy proceeds payable at the death of the Employee. No amount shall be paid from such death benefit to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, until the full amount due the Corporation for the return of its premiums plus interest hereunder has been paid. The parties hereto agree that the beneficiary designation provision of the Policy shall conform to the provisions hereof."

3. Section 8.a. of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

"a. This Agreement shall terminate, during the Employee's lifetime, without notice, upon the occurrence of any of the following events: (a) total cessation of the Corporation's business; (b) bankruptcy, receivership or dissolution of the Corporation; or (c) at any time that the collective voting securities of the Corporation owned directly or indirectly by Jose Ramon Mas Holdings I Limited Partnership, Jorge Mas Holdings I Limited Partnership, Mas Family Foundation, Inc., a Florida not-for-profit corporation, Juan Carlos Mas Holdings I Limited Partnership, Jorge L Mas Canosa Holdings I Limited Partnership, Jorge L. Mas, Jorge Mas, Juan Carlos, Juan Ramon Mas, and their respective ancestors and descendants, are less than 38% of the outstanding voting securities of the Corporation (a "Change in Control").

4. Exhibit A of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

Insurer: John Hancock Variable Life Insurance Company
Insured: Jorge Mas
Policy Number: 59 416 001
Face Amount: \$60,000,000 of the \$80,000,000 face amount of the Policy
Death Benefit Option: Option A
Date of Issue August 27, 2002"

5. Except as herein amended, the parties hereby ratify and confirm the Agreement in all respects.

IN WITNESS WHEREOF, the parties hereto have executed multiple original copies of this First Amendment to Split-Dollar Agreement this 1st day of December, 2003.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

ATTEST:

/s/ Steve Davis

Assistant Secretary

"Corporation"

/s/ Jorge Mas

JORGE MAS

"Employee"

SPLIT-DOLLAR AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2002, by and between MasTec, Inc., a Florida corporation, with principal offices and place of business in the State of Florida (hereinafter referred to as the "Corporation"), and Austin Shanfelter, an individual residing in the State of Florida (hereinafter referred to as the "Employee"),

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Corporation; and

WHEREAS, the Employee wishes to provide life insurance protection for his family, under a policy of life insurance (hereinafter referred to as the "Policy"), insuring his life and the life of his wife, Pam Shanfelter (hereinafter jointly referred to as the "Insureds"), which Policy is described in Exhibit A attached hereto and by this reference made a part hereof, and which is being issued by John Hancock Variable Life Insurance Company (hereinafter referred to as the "Insurer"); and

WHEREAS, the Corporation is willing to pay the premiums due on the Policy as an additional employment benefit for the Employee, on the terms and conditions hereinafter set forth; and

WHEREAS, the Corporation is the owner of the Policy and, as such, possesses all incidents of ownership in and to the Policy; and

WHEREAS, the Corporation wishes to retain such ownership rights, in order to secure the repayment of the amounts which it will pay toward the premiums on the Policy;

WHEREAS, pursuant to the interim guidance provided in Notice 2001-10, as modified by Notice 2002-8 (the "Notices"), the parties to this arrangement intend to have its income and gift tax consequences determined under traditional split-dollar economic benefit concepts;

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

1. Statement of Intention. The parties hereto intend that the income and gift tax consequences of this split-dollar arrangement be governed by traditional split-dollar economic benefit concepts, in accordance with the interim guidance provided in the Notices, for arrangements entered into prior to the adoption of final regulations. The parties hereto agree to consistently treat this arrangement in accordance with such concepts on all tax returns and other documents filed by them in connection herewith.

2. Purchase of Policy. The Corporation will contemporaneously purchase the Policy from the Insurer in the Face Amount of Insurance (as such term is defined in the Policy) of \$18,000,000 and Death Benefit Option A (as such term is defined in the Policy). The parties hereto agree that they will take all necessary action to cause the Insurer to issue the Policy, and shall take any further action which may be necessary to cause the Policy to conform to the provisions of this Agreement. The parties hereto agree that the Policy shall be subject to the terms and conditions of this Agreement and of the endorsement to the Policy filed with the Insurer.

3. Ownership of Policy.

a. The Corporation shall be the sole and absolute owner of the Policy, and may exercise all ownership rights granted to the owner thereof by the terms of the Policy, except as may otherwise be provided herein; provided, however, that in no event shall the Corporation have any right to borrow against or make withdrawals from the Policy.

b. Specifically, the Corporation shall have the sole authority to direct the manner in which the Policy Account (as such term is defined in the Policy) established pursuant to the terms of the Policy shall be allocated among the various investment options from time to time available under the Policy and to change such allocation from time to time, as provided for in the Policy.

4. Payment of Premiums. On or before the Anniversary Date of the Policy (as defined therein), or within the grace period provided therein, the Corporation shall pay the full amount of each Planned Periodic Premium

(as such term is defined in the Policy) to the Insurer, during the term hereof, and shall, upon request, promptly furnish the Employee evidence of timely payment of such premium. Subject to the acceptance of such amount by the Insurer, the Corporation may also, in its discretion, make additional premium payments on the Policy. The Corporation shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, as a result of the insurance protection provided to the Employee's beneficiary hereunder.

5. Designation of Policy Beneficiary/Endorsement.

a. Contemporaneously with the execution of this Agreement, the Corporation has executed a beneficiary designation for the Policy, under the form used by the Insurer for such designations, naming the Corporation as the Policy beneficiary, in order to secure the Corporation's recovery of the amount due the Corporation hereunder.

b. The Employee may select both the settlement option for payment of the death benefit provided under the Policy to which the Employee's beneficiary is entitled hereunder and the beneficiary or beneficiaries to receive such portion of the policy proceeds, by specifying the same in a written notice to the Corporation. Upon receipt of such notice, the Corporation shall execute and deliver to the Insurer a change of beneficiary and/or Policy endorsement form necessary to elect the requested settlement option and to designate the requested person, persons or entity as the beneficiary or beneficiaries to receive the death proceeds of the Policy in excess of the amount to which the Corporation is entitled hereunder. The parties hereto agree to take the action necessary to cause the beneficiary designation and settlement election provisions to conform to the provisions hereof; the Corporation shall not terminate, alter or amend such election or designation without the express written consent of the Employee.

6. Limitations on Corporation's Rights in Policy. Except as otherwise provided herein, the Corporation shall not sell, assign, transfer, surrender or cancel the Policy, nor change the beneficiary designation or the settlement option selected by the Employee, without, in any such case, the express written consent of the Employee.

7. Collection of Death Proceeds.

a. Upon the death of the Employee, the Corporation shall cooperate with the beneficiary or beneficiaries designated by the Employee to take whatever action is necessary to collect the death benefit provided under the Policy; when such benefit has been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the Employee, the Corporation shall have the unqualified right to receive a portion of such death benefit equal to the total amount of the premiums paid by it hereunder, plus 4%, compounded annually. The balance of the death benefit provided under the Policy shall be paid directly to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policy. The Corporation shall have the unqualified right to receive the balance, if any, of the death benefit provided under the Policy. In no event shall the amount payable to the Corporation hereunder exceed the Policy proceeds payable at the death of the Employee. No amount shall be paid from such death benefit to the beneficiary or beneficiaries designated by the Corporation at the direction of the Employee, until the full amount due the Corporation for the return of its premiums plus interest hereunder has been paid. The parties hereto agree that the beneficiary designation provision of the Policy shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policy upon the death of the Employee and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policy, the Corporation shall have the unqualified right to retain such premiums.

8. Termination of the Agreement During the Employee's Lifetime.

a. This Agreement shall terminate, during the Employee's lifetime, without notice, upon the occurrence of any of the following events: (a) total cessation of the Corporation's business; (b) bankruptcy, receivership or dissolution of the Corporation; or (c) the six (6) year anniversary of this Agreement.

b. In the event that there is a Change in Control of the Corporation on or before the four (4) year anniversary of this Agreement, the Corporation shall take whatever action is necessary to assure that the premium payments

required to be made pursuant to Section 4 hereof continue through said anniversary. For purposes hereof, a Change in Control shall be deemed to occur if at any time the collective voting securities of the Corporation owned directly or indirectly by Jorge L. Mas, Jorge Mas, Juan Carlos, Juan Ramon Mas, and their respective ancestors and descendants in the Corporation are less than 38% of the outstanding voting securities of the Corporation.

c. In addition, the Employee may terminate this Agreement, while no premium under the Policy is overdue, by written notice to the Corporation. Such termination shall be effective as of the date of such notice.

9. Disposition of the Policy on Termination of the Agreement During the Employee's Lifetime.

a. For sixty (60) days after the date of the termination of this Agreement during the Employee's lifetime, the Employee shall have the assignable option to purchase the Policy from the Corporation. The purchase price for the Policy shall be the total amount of the premium payments made by the Corporation hereunder, plus 4%, compounded annually. Upon receipt of such amount, the Corporation shall transfer all of its right, title and interest in and to the Policy to the Employee or his assignee, by the execution and delivery of an appropriate instrument of transfer, and this Agreement shall thereupon terminate.

b. If the Employee or his assignee fails to exercise such option within such sixty (60) day period, then the Corporation may enforce its right to be repaid for the premiums which it paid hereunder by surrendering or canceling the Policy for its cash surrender value, or it may change the beneficiary designation provisions of the Policy, naming itself or any other person or entity as revocable beneficiary thereof, or exercise any other ownership rights in and to the Policy, without regard to the provisions hereof. Thereafter, neither the Employee, his assignee nor their heirs, assigns or beneficiaries shall have any further interest in and to the Policy, either under the terms thereof or under this Agreement.

10. Insurer Not a Party. The Insurer shall be fully discharged from its obligations under the Policy by payment of the Policy death benefit to the beneficiary or beneficiaries named in the Policy, subject to the terms and conditions of the Policy. In no event shall the Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying or in any other way affecting the obligations of the Insurer as expressly provided in the Policy, except insofar as the provisions hereof are made a part of the Policy by the beneficiary designation executed by the Corporation and filed with the Insurer in connection herewith.

11. Assignment by Employee. Notwithstanding any provision hereof to the contrary, the Employee shall have the right to absolutely and irrevocably assign by gift all of his right, title and interest in and to this Agreement and to the Policy to an assignee. This right shall be exercisable by the execution and delivery to the Corporation of a written assignment, in substantially the form attached hereto as Exhibit B, which by this reference is made a part hereof. Upon receipt of such written assignment executed by the Employee and duly accepted by the assignee thereof, the Corporation shall consent thereto in writing, and shall thereafter treat the Employee's assignee as the sole owner of all of the Employee's right, title and interest in and to this Agreement and in and to the Policy. Thereafter, the Employee shall have no right, title or interest in and to this Agreement or the Policy, all such rights being vested in and exercisable only by such assignee.

12. Named Fiduciary, Determination of Benefits, Claims Procedure and Administration.

a. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. Claim. A Participant, beneficiary or other person who believes that he or she is being denied a benefit to which he or she is entitled (hereinafter referred to as "Claimant"), or his or her duly authorized representative, may file a written request for such benefit with the President of the Corporation (the "First Level Reviewer"), setting forth his or her claim. Such claim must be addressed to the President of the Corporation, at its then principal place of business.

c. Claim Decision. Upon receipt of a claim, the First Level Reviewer shall advise the Claimant that a reply will be forthcoming within a

reasonable period of time, but ordinarily not later than ninety days, and shall, in fact, deliver such reply within such period. However, the First Level Reviewer may extend the reply period for an additional ninety days for reasonable cause. If the reply period will be extended, the First Level Reviewer shall advise the Claimant in writing during the initial 90-day period indicating the special circumstances requiring an extension and the date by which the First Level Reviewer expects to render the benefit determination.

If the claim is denied in whole or in part, the First Level Reviewer will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

- (1) the specific reason or reasons for the denial;
- (2) the specific references to pertinent Plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such material or such information is necessary;
- (4) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and
- (5) the time limits for requesting a review of the denial under Subsection C hereof and for the actual review of the denial under Subsection D hereof.

d. Request for Review. Within sixty days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Secretary of the Corporation (the "Second Level Reviewer") review the First Level Reviewer's prior determination. Such request must be addressed to the Secretary of the Corporation, at its then principal place of business. The Claimant or his or her duly authorized representative may submit written comments, documents, records or other information relating to the denied claim, which such information shall be considered in the review under this subsection without regard to whether such information was submitted or considered in the initial benefit determination.

The Claimant or his or her duly authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which (i) was relied upon by the First Level Reviewer in making its initial claims decision, (ii) was submitted, considered or generated in the course of the First Level Reviewer making its initial claims decision, without regard to whether such instrument was actually relied upon by the First Level Reviewer in making its decision or (iii) demonstrates compliance by the First Level Reviewer with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants. If the Claimant does not request a review of the First Level Reviewer's determination within such sixty-day period, he or she shall be barred and estopped from challenging such determination.

e. Review of Decision. Within a reasonable period of time, ordinarily not later than sixty days, after the Second Level Reviewer's receipt of a request for review, it will review the First Level Reviewer's prior determination. If special circumstances require that the sixty-day time period be extended, the Second Level Reviewer will so notify the Claimant within the initial 60-day period indicating the special circumstances requiring an extension and the date by which the Second Level Reviewer expects to render its decision on review, which shall be as soon as possible but not later than 120 days after receipt of the request for review. In the event that the Second Level Reviewer extends the determination period on review due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall not take into account the period beginning on the date on which notification of extension is sent to the Claimant and ending on the date on which the Claimant responds to the request for additional information.

The Second Level Reviewer has discretionary authority to determine a Claimant's eligibility for benefits and to interpret the terms of the Plan. Benefits under the Plan will be paid only if the Second Level Reviewer decides in its discretion that the Claimant is entitled to such benefits. The decision of the Second Level Reviewer shall be final and non-reviewable, unless found to be arbitrary and capricious by a court of competent review.

Such decision will be binding upon the Employer and the Claimant.

If the Second Level Reviewer makes an adverse benefit determination on review, the Second Level Reviewer will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

(1) the specific reason or reasons for the denial;

(2) the specific references to pertinent Plan provisions on which the denial is based;

(3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which (i) was relied upon by the Second Level Reviewer in making its decision, (ii) was submitted, considered or generated in the course of the Second Level Reviewer making its decision, without regard to whether such instrument was actually relied upon by the Second Level Reviewer in making its decision or (iii) demonstrates compliance by the Second Level Reviewer with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents, and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants; and

(4) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following the adverse benefit determination on such review.

13. Amendment. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee, his successors, assigns, heirs, executors, administrators and beneficiaries.

15. Notices. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

16. Governing Law. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the day and year first above written.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

ATTEST:

/s/ Steve Davis

Assistant Secretary

"Corporation"

/s/ Austin Shanfelter

AUSTIN SHANFELTER
"Employee"

EXHIBIT A
- - - - -

The following life insurance policy is subject to the attached Split-Dollar Agreement:

Insurer: John Hancock Variable Life Insurance Company
Insureds: Austin Shanfelter and Pam Shanfelter
Policy Number: 20075875
Face Amount: \$18,000,000
Death Benefit Option: A
Date of Issue: October 24, 2002

EXHIBIT B

THIS ASSIGNMENT, dated this 1st day of December 2002.

WITNESSETH THAT:

WHEREAS, the undersigned (the "Assignor") is the Employee under that certain Split-Dollar Agreement between MasTec, Inc., a Florida corporation (the "Company") and Austin Shanfelter dated 1st day of December, 2002 (the "Split-Dollar Agreement"), which Split-Dollar Agreement confers upon the undersigned certain rights and benefits with regard to one or more policies of insurance insuring the Assignor's life; and

WHEREAS, pursuant to the provisions of said Split-Dollar Agreement, the Assignor retained the right, exercisable by the execution and delivery to the Company of a written form of assignment, to absolutely and irrevocably assign all of the Assignor's right, title and interest in and to said Split-Dollar Agreement to an assignee; and

WHEREAS, the Assignor desires to exercise said right;

NOW, THEREFORE, the Assignor, without consideration, and intending to make a gift, hereby absolutely and irrevocably assigns, gives, grants and transfers to MasTec, Inc. (the "Assignee"), all of the Assignor's right, title and interest in and to the Split-Dollar Agreement and said policies of insurance, intending that, from and after this date, the Split-Dollar Agreement be solely between the Company and the Assignee and that hereafter the Assignor shall neither have nor retain any right, title or interest therein.

/s/ Austin Shanfelter

Assignor

Page 2, EXHIBIT B

ACCEPTANCE OF ASSIGNMENT

The undersigned Assignee hereby accepts the above assignment of all right, title and interest of the Assignor therein in and to the Split-Dollar Agreement, and the undersigned hereby agrees to be bound by all of the terms and conditions of said Split-Dollar Agreement, as if the original Employee thereunder.

AUSTIN SHANFELTER IRREVOCABLE
TRUST DATED
December 1st, 2002

/s/ Thomas Luongo

Trustee

Assignee

Dated: 1st day of December, 2002

CONSENT TO ASSIGNMENT

The undersigned Company hereby consents to the foregoing assignment of all of the right, title and interest of the Assignor in and to the Split-Dollar Agreement, to the Assignee designated therein. The undersigned Company hereby agrees that, from and after the date hereof, the undersigned Company shall look solely to such Assignee for the performance of all

obligations under said Split-Dollar Agreement which were heretofore the responsibility of the Assignor, shall allow all rights and benefits provided therein to the Assignor to be exercised only by said Assignee, and shall hereafter treat said Assignee in all respects as if the original Employee thereunder.

MASTEC, INC.

By: /s/ Austin Shanfelter

Austin Shanfelter, President

/s/ Donald Weinstein

Donald Weinstein,
Exec VP and CFO

NOTARIZED

Dated: 1st day of December, 2002

MasTec, Inc.
AFFILIATED ENTITIES
January 2003

NORTH AMERICA

Church & Tower, Inc.(FL)	(100% owned by MasTec, Inc.)
Church & Tower Environmental, Inc.(DE)	(100% owned by MasTec, Inc.)
Cruz-Cell, Inc. (IN)	(100% owned by MasTec North America, Inc.)
Dresser/Areaia Construction, Inc. (CA)	(100% owned by MasTec North America, Inc.)
Flaire Incorporated (MO)	(100% owned by MasTec North America, Inc.)
GMR Telecom, L.L.C. (VA)	(100% owned by MasTec North America, Inc.)
Integral Power & Telecommunications Incorporated (Canadian)	(100% owned by Phasecom Systems, Inc.)
MasTec Asset Management Company, Inc. (NV)	(100% owned by MasTec, Inc)
MasTec Contracting Company, Inc. (NV)	(100% owned by MasTec, Inc)
MasTec Integration Systems, Inc. (CA) f/k/a Aidco Systems, Inc.	(100% owned by MasTec, Inc.)
MasTec Minnesota SW, LLC (NV)	(100% MasTec Services Company, Inc.)
MasTec Network Services, Inc. (CA) f/k/a Aidco, Inc.	(100% owned by MasTec, Inc.)
MasTec North America, Inc. (FL)	(100% owned by MasTec, Inc.)
MasTec Services Company, Inc. (FL) f/k/a Central America Construction, Inc.	(100% owned by MasTec, Inc.)
MasTec Minnesota SW, LLC (NV)	(100% MasTec Services Company, Inc.)
MasTec Telcom & Electrical Services, Inc. (NY) f/k/a Alert Electrical Contracting Co., Inc.	(100% owned by MasTec North America, Inc.)
Phasecom Systems Inc. (Canadian)	(100% owned by MasTec, Inc.)
Phasecom America Inc. (FL)	(100% owned by MasTec North America, Inc.)
Protel Ind., Inc. (FL)	(100% owned by MasTec North America, Inc.)
Renegade of Idaho, Inc. (FL)	(100% owned by MasTec, Inc.)
S.S.S. Construction, Inc. (MN)	(100% owned by MasTec, Inc.)
Upper Valley Utilities Corp. (UT)	(100% owned by MasTec North America, Inc.)
Wilde Holding Co., Inc.(DE)	(100% owned by MasTec, Inc.)
Wilde Acquisition Co., Inc. (DE)	(100% owned by Wilde Holding Co., Inc)
Northland Contracting, Inc. (MN)	(100% owned by Wilde Acquisition Co., Inc.)
Wilde Optical Service, Inc. (MN)	(100% owned by MasTec, Inc.)

Holding Companies

MasTec FC, Inc. (NV)	(100 % owned by MasTec, Inc.)
MasTec Real Estate Holdings, Inc. (FL) Stackhouse Real Estate Holdings, Inc. (f/k/a H-W Acquisition II, Inc. (DE)	(100% owned by MasTec, Inc.) (100% owned by MasTec North America, Inc.)
MasTec of Texas, Inc. (TX)	(100% owned by MasTec, Inc.)
MasTec TC, Inc. (NV)	(100% owned by MasTec, Inc.)

INTERNATIONAL

Latin America

Aidco de Mexico, S.A. de C.V. (Mex.)	(98% owned by MasTec, Inc.)
MasTec Latin America, Inc. (DE)	(2% owned by MasTec International Holdings, Inc.) (100% owned by MasTec, Inc.)
Acietel Mexicana, S.A. (Mex.)	(99% owned by Dresser Acquisition Company) (1% owned by MasTec International Holdings, Inc.)
MasTec Brasil S/A (Brazil)	(88% owned by MasTec Latin America, Inc.)
CIDE Engenharia, Ltda. (Brazil)	(100% owned by MasTec Brasil S/A)
Mastec Participacoes Do Brasil LTDA	(100% owned by MasTec, Inc.)
MasTelecom Europe I APS (Denmark)	(100% owned by MasTec, Inc.)
MasTelecom Europe II BV (Netherlands)	(100% owned by MasTelecom Europe I APS)
MasTelecom Services S. DE R.L. DE CV (Mexico)	(100% owned by MasTelecom Europe II BV)
MasTelecom S. DE R.L. DE C.V (Mexico)	(100% owned by MasTelecom Europe II BV)
Pantel Inversiones de Venezuela, CA (Venezuela)	(100% owned by MasTec Venezuela, Inc.)
Burntel Telecommunications, C.A.	(50% owned by Pantel Inversiones)

Holding Companies

MasTec Brazil, Inc. (FL)	(100% owned by MasTec, Inc.)
MasTec Brazil II, Inc. (FL)	(100% owned by MasTec, Inc.)
MasTec Ecuador, Inc. (FL)	(100% owned by MasTec, Inc.)
Mastec International Holdings, Inc. (FL)	(100% owned by MasTec, Inc.)
MasTec Venezuela, Inc. (FL)	(100% owned by MasTec, Inc.)
MasTec Spain, Inc. (FL)	(100% owned by MasTec, Inc.)
Dresser Acquisition Company (FL)	(100% owned by MasTec North America, Inc.)

INTERNATIONAL INVESTMENTS

Latlink Corporation (DE)	(100% owned by MasTec, Inc.)
Telecomunicaciones Publicas y Privadas, S.A. de C.V. (Mex.)	(10% owned by LatLink Corporation)
Latlink Argentina, Inc. (DE)	(100% owned by Latlink Corporation)
Supercanal Holding, S.A.(Arg.)	(28.8% owned indirectly by LatLink Argentina, Inc.)
Consortio Ecuatoriano de Telecomunicaciones S.A. (Ecuador)	(4% owned indirectly by MasTec Ecuador, Inc.)

CONSENT OF CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-64568, 333-38940, 333-38932, 333-77823, 333-47003, 333-30647, 033-22465, and 033-55327, Form S-4 No. 33-09607, and Form S-3 Nos. 333-90027 and 333-46067) pertaining to MasTec, Inc. of our report dated March 10, 2003, with respect to the consolidated financial statements of MasTec, Inc. included in the Annual Report (Form 10-K) for the year ended December 31, 2002.

/s/ Ernst & Young LLP
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Miami, Florida

April 3, 2003

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-46067 and 333-90027), S-4 (Nos. 333-09607 and 333-30645), and S-8 (Nos. 033-55327, 333-22465, 333-30647, 333-47003, 333-77823, 333-38932, 333-38940 and 333-64568) of MasTec, Inc. of our report dated February 18, 2002 relating to the financial statements, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Miami, Florida
April 3, 2003