

P98000032690



ACCOUNT NO. : 072100000032

REFERENCE : 824241 5030276

AUTHORIZATION :

Patricia Piguet

COST LIMIT : \$ 70.00

FILED OF STATES
SECRETARY OF CORPORATIONS
98 MAY 19 PM 3:52

ORDER DATE : May 19, 1998

ORDER TIME : 1:16 PM

ORDER NO. : 824241-005

CUSTOMER NO: 5030276

CUSTOMER: Nancy J. Damon, Corp Spec.
Mastec, Inc.
3155 Nw 77th Avenue

500002529615--8

Miami, FL 33122

EFFECTIVE DATE
6/1/98

ARTICLES OF MERGER

MASTEC, INC.

INTO

MASTEC REINCORPORATION, INC.

EFFECTIVE DATE: JUNE 1, 1998

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS:

CS

mer 5/20/98

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32311

98 MAY 19 PM 3:26

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

MASTEC, INC., a Delaware corp., 822123

INTO

MASTEC REINCORPORATION, INC. which changed its name to
MASTEC, INC., a Florida corporation, P98000032690.

File date: May 19, 1998 , effective June 1, 1998

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 MAY 19 PM 3:52

These ARTICLES OF MERGER, dated as of May 14, 1998, provide for the merger of MASTEC, INC., a Delaware corporation ("MasTec"), with and into MASTEC REINCORPORATION, INC., a Florida corporation ("Reincorporation"), which shall be the surviving corporation, pursuant to Section 607.1104 of the Florida Business Corporation Act (the "Act").

ARTICLE I - PLAN OF MERGER

EFFECTIVE DATE
6/1/98

A copy of the Plan of Merger pursuant to which MasTec will be merged with and into Reincorporation is attached hereto as Exhibit A and incorporated herein by this reference. Pursuant to Section 607.1101(3)(a) of the Act, Section 4 of the Plan of Merger provides for, Article I of the Articles of Incorporation of Reincorporation be amended to change the name of Reincorporation to "MasTec, Inc."

ARTICLE II - EFFECTIVE DATE

The Merger of MasTec into Reincorporation shall be effective June 1, 1998.

ARTICLE III - ADOPTION OF PLAN OF MERGER

A. The Plan of Merger was adopted by the stockholders of MasTec at a meeting of stockholders held on May 14, 1998.

B. The Plan of Merger was adopted by the shareholders of Reincorporation pursuant to a written consent dated May 1, 1998.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed on behalf of MasTec and Reincorporation by their authorized officers as of the date first written above.

MASTEC, INC.,
A Delaware corporation

By: Jose M. Sariego
Jose M. Sariego
Senior Vice President

MASTEC REINCORPORATION, INC.,
a Florida corporation

By: Jose M. Sariego
Jose M. Sariego
Senior Vice President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated May 15, 1998 (the "Agreement"), is entered into between MASTEC REINCORPORATION, INC., a Florida corporation ("FLORIDA"), and MASTEC, INC., a Delaware corporation ("MasTec").

Recitals

A. MasTec has an aggregate authorized capital of 105 million shares, consisting of 100 million shares of Common Stock, par value \$0.10 per share (the "MasTec Common Stock"), and 5 million shares of preferred stock, par value \$1.00 per share (the "MasTec Preferred Stock"). As of March 20, 1998, there were 27,736,542 shares of MasTec Common Stock and no shares of MasTec Preferred Stock issued and outstanding.

B. FLORIDA has an aggregate authorized capital stock of 105 million shares, consisting of 100 million shares of Common Stock, par value \$0.10 per share (the "FLORIDA Common Stock"), and 5 million shares of preferred stock, par value \$1.00 per share (the "FLORIDA Preferred Stock"). As of the date hereof, there were 100 shares of FLORIDA Common Stock and no shares of FLORIDA Preferred Stock issued and outstanding.

C. The respective Boards of Directors of FLORIDA and MasTec believe that the best interests of FLORIDA and MasTec and their respective stockholders will be served by the merger of MasTec with FLORIDA under and pursuant to the provisions of this Agreement and the Delaware General Corporation Law and the Florida General Corporation Act.

Agreement

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. Merger. MasTec shall be merged with and into FLORIDA (the "Merger").
2. Effective Date. The Merger shall become effective June 1, 1998, hereinafter called the "Effective Date."
3. Surviving Corporation. FLORIDA shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of MasTec shall cease.
4. Name of Surviving Corporation. On the Effective Date, the Articles of Incorporation of FLORIDA shall be amended to change the name of FLORIDA to "MasTec, Inc."

5. Articles of Incorporation. Except as provided in Section 4, the Articles of Incorporation of FLORIDA as it exists on the Effective Date shall be the Articles of Incorporation of FLORIDA following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.
6. Bylaws. The Bylaws of FLORIDA as they exist on the Effective Date shall be the Bylaws of FLORIDA following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.
7. Board of Directors and Officers. The members of the Board of Directors and the officers of MasTec immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of FLORIDA following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.
8. Retirement of Outstanding FLORIDA Stock. Forthwith upon the Effective Date, each of the 100 shares of the FLORIDA Common Stock presently issued and outstanding shall be retired, and no shares of FLORIDA Common stock or other securities of FLORIDA shall be issued in respect thereof.
9. Conversion of Outstanding MasTec Stock. Forthwith upon the Effective Date, each issued and outstanding share of MasTec Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of FLORIDA Common Stock, and each certificate representing shares of MasTec Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of FLORIDA Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of MasTec Common Stock may, at such shareholder's option, surrender the same to FLORIDA's registrar and transfer agent for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of the same number of shares of FLORIDA Common Stock as are represented by the MasTec certificate(s) surrendered to FLORIDA's registrar and transfer agent.
10. Stock Options, Warrants and Convertible Debt. Forthwith upon the Effective Date, each stock option, stock warrant, convertible debt instrument and other right to subscribe for or purchase shares of MasTec Common Stock shall be converted into a stock option, stock warrant, convertible debt instrument or other right to subscribe for or purchase the same number of shares of FLORIDA Common Stock, and each certificate, agreement, note or other document representing such stock option, stock warrant, convertible debt instrument or other right to subscribe for or purchase shares of MasTec Common Stock shall for all purposes be deemed to evidence the ownership of a stock option, stock

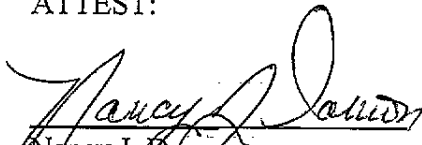
warrant, convertible debt instrument or other right to subscribe for or purchase shares of FLORIDA Common Stock.

11. Rights and Liabilities of FLORIDA. At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida General Corporation Act and Section 259 of the Delaware General Corporation Law, the title to all real estate and other property, or any interest therein, owned by each of MasTec and FLORIDA shall be vested in FLORIDA without reversion or impairment; FLORIDA shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of MasTec and FLORIDA without reversion or impairment; FLORIDA shall thenceforth be responsible and liable for all the liabilities and obligations of each of MasTec and FLORIDA; any claim existing or action or proceeding pending by or against MasTec or FLORIDA may be continued as if the Merger did not occur or FLORIDA may be substituted for MasTec in the proceeding; neither the rights of creditors nor any liens upon the property of MasTec or FLORIDA shall be impaired by the Merger; and FLORIDA shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.
12. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of MasTec and FLORIDA at any time prior to the Effective Date, whether before or after approval by the stockholders of either or both of the parties hereto.
13. Amendment. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of FLORIDA, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.
14. Registered Office. The registered office of FLORIDA in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida, 32301-2607, and Corporation Services Company is the registered agent of FLORIDA at such address.
15. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of FLORIDA at 3155 N.W. 77th Avenue, Suite 135, Miami, Florida 33122-1205. A copy of this Agreement shall be furnished by FLORIDA, on request and without cost, to any stockholder of either MasTec or FLORIDA.

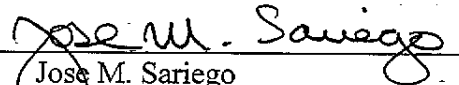
16. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.
17. Service of Process. On and after the Effective Date, FLORIDA agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of MasTec or FLORIDA arising from the Merger.
18. Designation of Delaware Secretary of State as Agent for Service of Process. On and after the Effective Date, FLORIDA irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any suit or other proceeding to enforce the rights of any stockholders of MasTec or FLORIDA arising from the Merger. The Delaware Secretary of State is requested to mail a copy of any such process to FLORIDA at 3155 N.W. 77th Avenue, Suite 130, Miami, Florida 33122-1205, Attention: Legal Department.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed, respectively, by its President and attested by its Secretary.

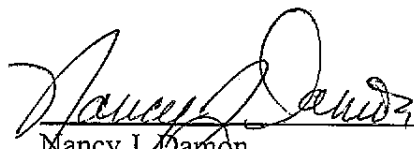
ATTEST:


Nancy J. Damon
Corporate Secretary

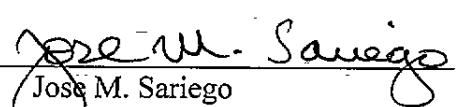
MASTEC REINCORPORATION, INC.,
a Florida corporation

By: 
Jose M. Sariego
Senior Vice President

ATTEST:


Nancy J. Damon
Corporate Secretary

MASTEC, INC.,
a Delaware corporation

By: 
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