

FILED/EFFECTIVE

ARTICLES OF MERGER
MERGING
RENEGADE OF IDAHO, INC. (an Idaho corporation)
WITH AND INTO
GMR HOLDING CORPORATION (a Florida corporation)

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STATE OF IDAHO

1. The Merger. The Plan of Merger (the "Plan of Merger") providing for the merger of RENEGADE OF IDAHO, INC., an Idaho corporation ("Renegade-Idaho"), into and with GMR HOLDING CORPORATION, a Florida corporation ("GHC-Florida"), is attached as Exhibit A and is incorporated herein by reference.

2. Shareholder Action.

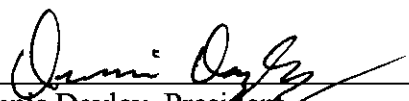
A. GHC-Florida. The issued and outstanding stock of GHC-Florida consists of One Hundred (100) shares of common stock, each of which is entitled to one vote on the Plan of Merger. All of said shares were voted in favor of the Plan of Merger.

B. Renegade of Idaho, Inc. The issued and outstanding stock of Renegade of Idaho, Inc. consists of 100 shares of common stock, each of which is entitled to one vote on the Plan of Merger. All of said shares were voted in favor of the Plan of Merger.

3. Effective Date. The merger shall become effective on the issuance of a Certificate of Merger by the Secretary of State of Idaho.

Dated: July 28, 2000

RENEGADE OF IDAHO, INC.

By: 
Dennis Dayley, President
IDAHO SECRETARY OF STATE

08/22/2000 09:00
CK: 70250 CT: 66741 BH: 342951

1 @ 30.00 = 30.00 MERGER # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C128211

PLAN OF MERGER

1. The Merger. On the Effective Date, RENEGADE OF IDAHO, INC., an Idaho corporation ("Renegade of Idaho") will be merged into and with GMR HOLDING CORPORATION, a Florida corporation ("GHC-Florida"), which shall be the surviving corporation (the "Merger").

2. Terms and Conditions of the Merger. On the Effective Date, the existence of Renegade-Idaho as a separate entity will cease, and GHC-Florida will succeed to all of the rights, title, and interest to all property owned by Renegade-Idaho, without reversion or impairment, but subject to any existing liens or other encumbrances on the property. GHC-Florida will have all of the debts and obligations of Renegade-Idaho.

3. Conversion of Shares.

(a) On the Effective Date, each share of the issued and outstanding common stock of GHC-Florida shall be surrendered and cancelled in exchange for 100 shares of common stock of MASTEC, INC., a Delaware corporation that is the owner of all of the issued and outstanding stock of GHC-Florida ("MasTec"). Cash shall be paid in lieu of fractional shares. Additional consideration for the surrender of the Renegade-Idaho shares shall be paid in cash or in the common stock of MasTec, in accordance with that certain Agreement and Plan of Merger, dated July 28, 2000, and entered into among MasTec; GHC-Florida; and the shareholders of Renegade-Idaho;

(b) On the Effective Date, all of the common stock of GHC-Florida issued and outstanding immediately before the Merger shall continue as such, unaffected.

Handwritten signature and initials in black ink, located at the bottom right of the page.

**CERTIFIED COPY OF RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
RENEGADE OF IDAHO, INC.**

The undersigned Marie Dayley, hereby certifies that she is the duly appointed, qualified, and acting Secretary of Renegade of Idaho, Inc., an Idaho corporation, and further certifies that the following is a true and correct copy of certain resolutions adopted by the Board of Directors of said Corporation on July 28, 2000, and that said resolutions have not been amended, modified, or rescinded:

RESOLVED, that the Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 28, 2000, by and among the Corporation, its Shareholders, GMR Holding Corporation, a Florida corporation, and MasTec, Inc., a Florida corporation, along with all Schedules attached thereto and related ancillary documents (the "Transaction Documents") have been reviewed by the Directors and the Shareholders of the Corporation, and the Merger Agreement and the transactions contemplated thereby are hereby approved, and the form, terms, and provisions of the Merger Agreement, the Transaction Documents and the transactions contemplated thereby be, and they hereby are, in all respects approved.

IT IS FURTHER RESOLVED, that pursuant to the Merger Agreement the Corporation will merge with GMR Holding Corporation, a Florida corporation, in accordance with the following Plan of Merger:

1. The Merger. On the Effective Date, the Corporation will be merged into GMR HOLDING CORPORATION, a Florida corporation ("GHC"), which shall be the surviving corporation (the "Merger").
2. Terms and Conditions of the Merger. On the Effective Date, the existence of the Corporation as a separate entity will cease, and GHC will succeed to all of the rights, title, and interest to all property owned by the Corporation, without reversion or impairment, but subject to any existing liens or other encumbrances on the property.

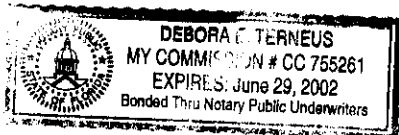
3. Consideration for Shares. Consideration for the surrender of the shares of the Corporation shall be paid in cash and in the common stock of MasTec, Inc., in accordance with the Merger Agreement.
4. Effective Date. The Merger shall be effective upon filing Articles of Merger pursuant to the laws of Idaho and Florida.

IT IS FURTHER RESOLVED, that the officers of the Corporation be and are hereby authorized and directed to execute any and all documents they deem necessary or appropriate in order to consummate all of the foregoing transactions.

Marie Dayley
Marie Dayley, Secretary

THE STATE OF FLORIDA §
§
COUNTY OF MIAMI - DADE §

This instrument was acknowledged before me on the 28th day of July, 2000, by Marie Dayley, Secretary of Renegade of Idaho, Inc., an Idaho corporation, on behalf of said Corporation.



[Signature]
Notary Public in and for the State of ~~Texas~~ FLORIDA
My Commission Expires:

June 29, 2002
CC 755261

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**ARTICLES OF MERGER
OF
RENEGADE OF IDAHO, INC.
AN IDAHO CORPORATION,
INTO
GMR HOLDING CORPORATION
A FLORIDA CORPORATION**

THE UNDERSIGNED CORPORATIONS DO HEREBY CERTIFY:

FIRST: The name and state of Incorporation of each of the constituent corporations (the "Constituent Corporations") of the merger (the "Merger") is as follows:

NAME	STATE OF INCORPORATION	GOVERNED BY
Renegade of Idaho, Inc. 450 East 110 South Burley, Idaho 83318	Idaho	Idaho Business Corp. Act
GMR Holding Corporation 3155 NW 77th Avenue Miami, Florida 33122	Florida	Florida Business Corp. Act

SECOND: That an Agreement and Plan of Merger/Conversion (the "Merger Agreement") between the parties to the Merger has been approved, adopted, certified, executed and acknowledged by the board of directors and the sole shareholder of each of the Constituent Corporations in accordance with the requirements of Idaho and Florida law, by its Constituent documents, and that upon filing this document with the Secretary of State of Idaho and the Secretary of State of Florida, the Merger shall be effective (the "Effective Time").

THIRD: The surviving corporation of the Merger is GMR Holding Corporation, a Florida corporation (the "Surviving Corporation").

FOURTH: The terms and conditions of the Merger and the manner and basis of converting the shares of the Constituent Corporations is as follows:

(a) Corporate Existence

- (1) From and after the Effective Time, GMR Holding Corporation ("GHC") as the Surviving Corporation shall continue its existence as a Florida corporation and (i) it shall thereupon and thereafter possess all rights, privileges, powers, franchises and property (real, personal and mixed) of each of the Constituent Corporations; (ii) all debts due to either of the Constituent Corporations, on whatever account, all



causes in action and all other things belonging to either of the Constituent Corporations shall be taken and deemed to be transferred to and shall be vested in the Surviving Corporation by virtue of the Merger without further act or deed; (iii) the title to any real estate vested by deed or otherwise, under the laws of any jurisdiction, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; (iv) all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation; and (v) the Surviving Corporation certifies that it will be responsible for the payment of all fees and franchise taxes required by law, and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

(2) From and after the Effective Time, (i) the Articles of Incorporation and Bylaws of GHC, as existing immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation subject to amendments adopted herein, if any, and any subsequent amendments; and (ii) the officers and directors of the Surviving Corporation holding office immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation, each to serve subject to the Surviving Corporation's Articles of Incorporation and Bylaws.

(b) Conversion of Securities

Each share of Renegade of Idaho, Inc. (the "Acquired Corporation") common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist. Each share of the Surviving Corporation common stock issued and outstanding upon the Effective Time, shall remain issued and outstanding as in effect immediately prior to the Merger.

FIFTH: Voting results for the Merger are as follows:

- (a) Renegade of Idaho, Inc. The Merger Agreement was submitted to and approved by the sole shareholder and the board of directors of the Acquired Corporation by unanimous written consent, dated July 28, 2000, in accordance with the provisions of Article 30-1-1103 of the Idaho Business Corporation Act, and any written notice required by that Article has been given, and all 100 shares (100%) of the issued and outstanding common stock of the Acquired Corporation voted for the Merger and the Merger Agreement, resulting in the approval of the Merger and Merger Agreement.
- (b) GMR Holding Corporation The Merger Agreement was submitted to and approved by the sole shareholder and the board of directors of the Surviving Corporation by unanimous written consent, dated July 28, 2000, and all 100 shares (100%) of the



issued and outstanding common stock of the Surviving Corporation voted for the Merger and the Merger Agreement, resulting in the approval of the Merger and Merger Agreement.

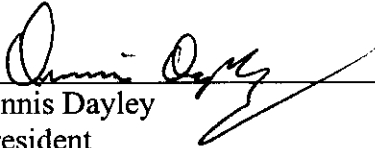
SIXTH: The Merger Agreement, dated July 28, 2000, by and between the Constituent Corporations, is on file at the principal place of business of GMR Holding Corporation at 3155 NW 77th Avenue, Miami, Florida 33122, and will be furnished on request without cost to any shareholder of either of the Constituent Corporations which are parties hereto.


SEVENTH: Upon this Merger becoming effective, the Surviving Corporation acknowledges that it is deemed, under Florida law:

(a) To appoint the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation party to the Merger or share exchange; and the mailing address is: GMR Holding Corporation 3155 N.W. 77th Avenue, Miami, FL 33122.

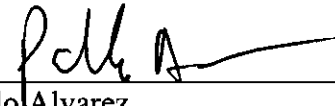
(b) To agree that it will promptly pay to the dissenting shareholders of each domestic corporation party to the Merger or share exchange the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

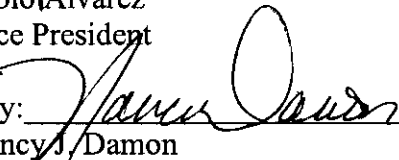
Renegade of Idaho, Inc.
a Texas corporation

By: 
Dennis Dayley
Its: President

And By: 
Marie Dayley
Its: Secretary

GMR Holding Corporation, a Florida
corporation

By: 
Pablo Alvarez
Its: Vice President

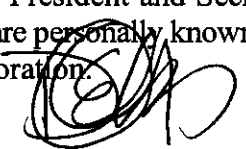
And By: 
Nancy J. Damon
Its: Secretary

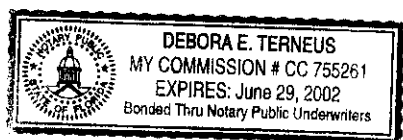
State of Florida)
)
County of Miami-Dade)

Before me, the undersigned Notary Public in and for the said county and state, personally appeared Pablo Alvarez and Nancy J. Damon, the Vice President and Secretary, respectively, of MasTec North America, Inc., a Florida corporation, who are personally known to me and who signed the foregoing Articles of Merger on behalf of such corporation.

Dated: July 28, 2000

My commissions expires:


Debora E. Terneus (print notary name)
Notary Public State of Florida

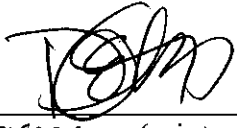


State of Florida)
)
County of Miami-Dade)

Before me, the undersigned Notary Public in and for the said county and state, personally appeared Dennis Dayley and Marie Dayley, the President and Secretary, respectively, of Renegade of Idaho, Inc., an Idaho corporation, who are personally known to me and who signed the foregoing Articles of Merger on behalf of such corporation.

Dated: July 28, 2000

My commissions expires:


Debora E. Terneus (print notary name)
Notary Public State of Florida

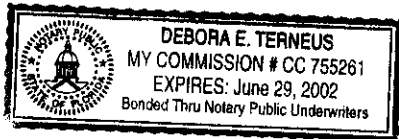


EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement is entered into as of July 28, 2000, by and between Renegade of Idaho, Inc., an Idaho corporation, ("Acquired Corporation"), and GMR Holding Corporation, a Florida corporation ("Surviving Corporation"), said two corporations being herein sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Acquired Corporation is a corporation duly organized and existing under the laws of the State of Idaho;

WHEREAS, Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Acquired Corporation has authorized capital of 10,000 shares of common stock zero par value per share ("Acquired Corporation Common Stock"), 100 shares of which have been validly issued and are outstanding;

WHEREAS, Surviving Corporation has authorized capital of 100 shares of common stock, zero par value per share ("Surviving Corporation Common Stock"), 100 shares of which have been validly issued and are outstanding;

WHEREAS, the Shareholders and the Boards of Directors of the Constituent Corporations hereto deem it advisable (and have heretofore unanimously approved), upon the terms and subject to the conditions herein stated, that Acquired Corporation be merged with and into Surviving Corporation and that Surviving Corporation be the surviving corporation.

NOW, THEREFORE, it is agreed as follows:

AGREEMENT

1. Renegade of Idaho, Inc. and GMR Holding Corporation shall, pursuant to the provisions of the Idaho Business Corporation Act and of the laws of Business Corporation Act of the State of Florida, be merged with and into a single corporation, to wit, GMR Holding Corporation which shall be the surviving corporation at the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. The separate existence of Renegade of Idaho, Inc. which is sometimes hereinafter referred to as the "terminating corporation", shall cease at the effective time and date of the merger in accordance with the provisions of the Idaho Business Corporation Act.

2. The articles of incorporation of the surviving corporation as in force and effect at the effective time and date of the merger in the jurisdiction of its organization shall be the articles of incorporation of said surviving corporation, which articles of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the Florida Business

Corporation Act.

3. The bylaws of the surviving corporation as in force and effect at the effective time and date of the merger will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Business Corporation Act.

4. The directors and officers in office of the surviving corporation at the effective time and date of the merger shall be the members of the first board of directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. Each issued share of the terminating corporation immediately prior to the effective time and date of the merger shall, at the effective time and date of the merger, cease to exist. Each issued share of the surviving corporation at the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.

6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the terminating corporation for their approval or rejection in the manner prescribed by the provisions of the Idaho Business Corporation Act and to the shareholders of the surviving corporation for their approval or rejection in the manner prescribed by the Florida Business Corporation Act.

7. In the event the Plan of Merger shall have been approved by the shareholders of the terminating corporation in the manner prescribed by the provisions of the Idaho Business Corporation Act and by the shareholders of the surviving corporation in compliance with the Florida Business Corporation Act, the terminating corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Idaho and by the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The board of directors and the proper officers of the terminating corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein for which provided.

IN WITNESS WHEREOF, the surviving corporation and the terminating corporation have each caused this Plan of Merger to be executed by its duly authorized Vice President and Secretary as the date first above written.