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

# FORM 8-K

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

**Date of Report (Date of earliest event reported): November 19, 2026**

# MASTEC, INC.
**(Exact Name of Registrant as Specified in Its Charter)**

| Florida | 001-08106 | 65-0829355 |
|---|---|---|
| (State or Other Jurisdiction of Incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

**800 S. Douglas Road, 12th Floor**
**Coral Gables, Florida 33134**
**(Address of Principal Executive Office)**

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

**(Former Name or Former Address, if Changed Since Last Report)**

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

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

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

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

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

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

| Title of each class | Trading symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock, $0.10 Par Value | MTZ | New York Stock Exchange |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company □

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

**Item 1.01 Entry into a Material Definitive Agreement.**

**364-Day Term Loan Agreement**

On November 19, 2026, MasTec, Inc. (the "Company") and MasTec North America, Inc., a subsidiary of the Company ("MasTec North America"), entered into a new senior unsecured delayed draw term loan agreement (the "364-Day Term Loan Agreement") by and among the Company and MasTec North America, as borrowers, Bank of America, N.A., as administrative agent and as a lender, and the other lenders party thereto, which provides for $1,250 million in delayed draw term loan commitments (the "Term Loan Commitments"). On November 20, 2026 (the "Closing Date"), the Company borrowed the full $1,250 million in term loans available under the 364-Day Term Loan Agreement to finance the Company's acquisition of all of the issued and outstanding equity interests of Murphy Corporation, a Missouri corporation, for approximately $1,250 million in cash, subject to customary purchase price adjustments, pursuant to that certain equity purchase agreement, dated as of November 19, 2026, and to pay certain fees and expenses incurred in connection therewith. The 364-Day Term Loan Agreement provides for the mandatory prepayment of outstanding loans upon the Company or any of its subsidiaries obtaining permanent financing to refinance indebtedness under the 364-Day Term Loan Agreement, or completing certain equity issuances, in each case subject to exceptions.

Loans under the Term Loan Commitments are not subject to amortization and will mature on November 19, 2027, which is the date that is 364 days after the Closing Date.

Outstanding loans under the 364-Day Term Loan Agreement bear interest, at the Company's option, at a rate equal to (i) Term SOFR, as defined in the 364-Day Term Loan Agreement, plus a margin of 1.000% to 1.500%, or (b) Base Rate (as defined below), plus a margin of 0.000% to 0.500%. The applicable interest rate increases by 0.25% on the date that is 180 days after the Closing Date if any loans remain outstanding under the 364-Day Term Loan Agreement on that date. The Base Rate equals the highest of (i) the Federal Funds Rate, as defined in the 364-Day Term Loan Agreement, plus ½ of 1.00%, (ii) Bank of America, N.A.'s prime rate, and (iii) Term SOFR plus 1.00%. In each of the foregoing cases, the applicable margin is based on the Company's Consolidated Leverage Ratio and Debt Rating, each as defined in the 364-Day Term Loan Agreement, as of the most recent fiscal quarter. In addition, a duration fee equal to 0.20% of the aggregate amount of loans outstanding under the 364-Day Term Loan Agreement on March 31, 2027 will be due on that date.

The obligations under the 364-Day Term Loan Agreement are not guaranteed and are not secured by any assets of the Company or any of its subsidiaries. The 364-Day Term Loan Agreement requires the Company to maintain a Consolidated Leverage Ratio, as defined in the 364-Day Term Loan Agreement, of not more than 3.50:1.00 as of the end of any fiscal quarter (subject to the Acquisition Adjustment described below). The 364-Day Term Loan Agreement provides that, for purposes of calculating the Consolidated Leverage Ratio, funded indebtedness excludes undrawn standby performance letters of credit included in the calculation of Consolidated Funded Indebtedness (as defined in the 364-Day Term Loan Agreement). Additionally, notwithstanding the terms discussed above, subject to certain conditions, if a permitted acquisition or series of permitted acquisitions having consideration exceeding $200.0 million occurs during a fiscal quarter, the maximum Consolidated Leverage Ratio may be temporarily increased to up to 4.00:1.00 during such fiscal quarter and the subsequent four fiscal quarters (the "Acquisition Adjustment"). Subject to customary exceptions, the 364-Day Term Loan Agreement limits the borrowers' ability to engage in certain activities, including but not limited to acquisitions, mergers and consolidations, debt incurrence, investments, asset sales, and lien incurrence. The 364-Day Term Loan Agreement provides for customary events of default and carries cross-default provisions with the Company's other significant debt instruments, including the Company's indemnity agreement with its surety provider, as well as customary remedies, including the acceleration of repayment of outstanding amounts.

The lenders and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research and principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Some of the lenders and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Company or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

The above description of the 364-Day Term Loan Agreement is not complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

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

The information set forth above under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

| Exhibit No. | Description |
|---|---|
| 10.1* | 364-Day Term Loan Agreement, dated as of November 19, 2026, among MasTec, Inc. and MasTec North America, Inc., as borrowers, Bank of America, N.A., as administrative agent and as a lender, and the other lenders party thereto. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

* Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon its request.

**SIGNATURES**

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

**MASTEC, INC.**

Date: November 20, 2026

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