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):
August 6, 2026

Quanta Services, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-13831	**74-2851603**
(Commission File No.)	**(IRS Employer Identification No.)**

2727 North Loop West
Houston, Texas 77008
(Address of principal executive offices, including ZIP code)

(713) 629-7600
(Registrant's telephone number, including area code)

Not Applicable
(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 (see General Instruction A.2. below):

☐ 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 exchange on which registered
Common Stock, $0.00001 par value	PWR	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

On August 6, 2026 (the "Closing Date"), Quanta Services, Inc. (the "Company") issued (i) $500,000,000 aggregate principal amount of its 4.850% Senior Notes due 2029 (the "2029 Notes"), (ii) $750,000,000 aggregate principal amount of its 5.300% Senior Notes due 2033 (the "2033 Notes") and (iii) $750,000,000 aggregate principal amount of its 5.550% Senior Notes due 2036 (the "2036 Notes," and together with the 2029 Notes and the 2033 Notes, the "Notes"). The Notes were sold pursuant to an underwriting agreement, dated as of August 3, 2026 (the "Underwriting Agreement"), by and among the Company and BofA Securities, Inc., Wells Fargo Securities, LLC, J.P. Morgan Securities LLC, PNC Capital Markets LLC and Truist Securities, Inc., as representatives of the several underwriters named in Schedule A to the Underwriting Agreement, as previously reported on the Company's Current Report on Form 8-K filed on August 4, 2026.

The 2029 Notes were issued under the indenture, dated as of September 22, 2020, between the Company, as issuer, and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the "Trustee") (the "Base Indenture"), as supplemented and amended by the tenth supplemental indenture, dated as of August 6, 2026, between the Company and the Trustee (the "Tenth Supplemental Indenture"). Interest on the 2029 Notes will accrue at a rate of 4.850% per annum and is payable semi-annually, in arrears, on February 9 and August 9 of each year, commencing February 9, 2027. The 2029 Notes will mature on August 9, 2029, unless earlier redeemed.

The 2033 Notes were issued under the Base Indenture, as supplemented and amended by the eleventh supplemental indenture, dated as of August 6, 2026, between the Company and the Trustee (the "Eleventh Supplemental Indenture"). Interest on the 2033 Notes will accrue at a rate of 5.300% per annum and is payable semi-annually, in arrears, on February 9 and August 9 of each year, commencing February 9, 2027. The 2033 Notes will mature on August 9, 2033, unless earlier redeemed.

The 2036 Notes were issued under the Base Indenture, as supplemented and amended by the twelfth supplemental indenture, dated as of August 6, 2026, between the Company and the Trustee (the "Twelfth Supplemental Indenture," and together with the Base Indenture, the Tenth Supplemental Indenture and the Eleventh Supplemental Indenture, the "Indenture"). Interest on the 2036 Notes will accrue at a rate of 5.550% per annum and is payable semi-annually, in arrears, on February 9 and August 9 of each year, commencing February 9, 2027. The 2036 Notes will mature on August 9, 2036, unless earlier redeemed.

The Notes are the Company's senior unsecured obligations and rank equally in right of payment with the Company's existing and future senior unsecured indebtedness. The Notes are effectively junior to the Company's existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness. The Notes are not guaranteed by any of the Company's subsidiaries and are therefore structurally subordinated to all of the existing and future indebtedness and other liabilities of the Company's subsidiaries, including trade payables.

Prior to July 9, 2029 (one month prior to their maturity date), the 2029 Notes will be redeemable, at the Company's option, in whole or in part, at any time and from time to time, at a price equal to the greater of (a) (i) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the 2029 Notes matured on the Par Call Date (as defined in the Tenth Supplemental Indenture)) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Tenth Supplemental Indenture) plus 10 basis points less (ii) interest accrued to the date of redemption and (b) 100% of the principal amount of the 2029 Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date. Commencing on July 9, 2029, the Company may redeem the 2029 Notes, in whole or in part, at any time and from time to time, at the Company's option, at a redemption price equal to 100% of the principal amount of the 2029 Notes being redeemed plus accrued and unpaid interest thereon to (but excluding) the redemption date.

Prior to June 9, 2033 (two months prior to their maturity date), the 2033 Notes will be redeemable, at the Company's option, in whole or in part, at any time and from time to time, at a price equal to the greater of (a) (i) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the 2033 Notes matured on the Par Call Date (as defined in the Eleventh Supplemental Indenture)) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury

Rate (as defined in the Eleventh Supplemental Indenture) plus 15 basis points less (ii) interest accrued to the date of redemption and (b) 100% of the principal amount of the 2033 Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date. Commencing on June 9, 2033, the Company may redeem the 2033 Notes, in whole or in part, at any time and from time to time, at the Company's option, at a redemption price equal to 100% of the principal amount of the 2033 Notes being redeemed plus accrued and unpaid interest thereon to (but excluding) the redemption date.

Prior to May 9, 2036 (three months prior to their maturity date), the 2036 Notes will be redeemable, at the Company's option, in whole or in part, at any time and from time to time, at a price equal to the greater of (a) (i) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the 2036 Notes matured on the Par Call Date (as defined in the Twelfth Supplemental Indenture)) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Twelfth Supplemental Indenture) plus 15 basis points less (ii) interest accrued to the date of redemption and (b) 100% of the principal amount of the 2036 Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date. Commencing on May 9, 2036, the Company may redeem the 2036 Notes, in whole or in part, at any time and from time to time, at the Company's option, at a redemption price equal to 100% of the principal amount of the 2036 Notes being redeemed plus accrued and unpaid interest thereon to (but excluding) the redemption date.

Upon the occurrence of a Change of Control Triggering Event (as defined in the Indenture), unless the Company has exercised its right to redeem the Notes in full by giving irrevocable notice to the Trustee in accordance with the Indenture, each holder of the Notes will have the right to require the Company to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such holder's Notes at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest thereon to (but excluding) the date of purchase.

The Indenture contains covenants that, among other things, limit the Company's ability to incur liens securing certain indebtedness, to engage in certain sale and leaseback transactions with respect to certain properties and to sell all or substantially all of the Company's assets or merge or consolidate with or into other companies. The Indenture also contains customary events of default.

The foregoing description of the Indenture and the Notes does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the form of 2029 Note, the form of 2033 Note and the form of 2036 Note, copies of which are filed as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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 in Item 1.01 of this Current Report on Form 8-K with respect to the Indenture and the Notes is incorporated herein by reference in its entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.1	Indenture, dated September 22, 2020, between Quanta Services, Inc. and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (previously filed as Exhibit 4.1 to the Company's Form 8-K filed September 25, 2020 and incorporated therein by reference).
4.2	Tenth Supplemental Indenture, dated as of August 6, 2026, between Quanta Services, Inc. and U.S. Bank Trust Company, National Association, as trustee.
4.3	Eleventh Supplemental Indenture, dated as of August 6, 2026, between Quanta Services, Inc. and U.S. Bank Trust Company, National Association, as trustee.
4.4	Twelfth Supplemental Indenture, dated as of August 6, 2026, between Quanta Services, Inc. and U.S. Bank Trust Company, National Association, as trustee.
4.5	Form of 4.850% Senior Notes due 2029 (incorporated by reference from Exhibit 4.2).
4.6	Form of 5.300% Senior Notes due 2033 (incorporated by reference from Exhibit 4.3).
4.7	Form of 5.550% Senior Notes due 2036 (incorporated by reference from Exhibit 4.4).
5.1	Opinion of Latham & Watkins LLP.
23.1	Consent of Latham & Watkins LLP (included in Exhibit 5.1 hereto).
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document).

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.

Dated August 6, 2026

Quanta Services, Inc.

By: /s/ Jayshree Desai
Name: Jayshree Desai
Title: Chief Financial Officer

Exhibit 4.2

QUANTA SERVICES, INC.,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

TENTH SUPPLEMENTAL INDENTURE

Dated as of August 6, 2026

Supplemental to Indenture dated as of September 22, 2020

TENTH SUPPLEMENTAL INDENTURE dated as of August 6, 2026 (this "Tenth Supplemental Indenture"), made and entered into by and between Quanta Services, Inc., a Delaware corporation, having its principal office at 2727 North Loop West, Houston, Texas 77008 (the "Company"), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as Trustee (the "Trustee") under the indenture of the Company dated as of September 22, 2020 (the "Indenture").

WHEREAS, the Indenture provides for the issuance from time to time of Debt Securities, issuable for the purposes and subject to the limitations contained in the Indenture; and

WHEREAS, Section 9.01(j) of the Indenture also provides that the Company and the Trustee may enter into one or more indentures supplemental to the Indenture without the consent of any Holder to provide for the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Indenture; and

WHEREAS, the Company has duly authorized the creation of a series of its Debt Securities denominated its "4.850% Senior Notes due 2029" in the initial aggregate principal amount of $500,000,000 (the "Notes"); and

WHEREAS, the entry into this Tenth Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Indenture; and

WHEREAS, the Company has duly authorized the execution and delivery of this Tenth Supplemental Indenture, and all things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered hereunder and duly issued by the Company, the valid obligations of the Company, and to make this Tenth Supplemental Indenture a valid agreement of the Company, in accordance with their and its terms; and

WHEREAS, the Company desires the Trustee to join with it in the execution and delivery of this Tenth Supplemental Indenture, and in accordance with Section 2.05, Section 9.03 and Section 12.05 of the Indenture, the Company has duly adopted and delivered to the Trustee, resolutions of its Board of Directors authorizing the execution and delivery of this Tenth Supplemental Indenture, and has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that the execution of this Tenth Supplemental Indenture complies with Article IX of the Indenture and that all conditions precedent to its execution have been complied with, and the Indenture and this Tenth Supplemental Indenture are valid and binding upon the Company and enforceable in accordance with their terms;

NOW, THEREFORE:

For and in consideration of the premises and purchase of the Debt Securities of any series issued on or after the date hereof by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debt Securities of any such series, as follows:

ARTICLE I

CERTAIN PROVISIONS OF GENERAL APPLICATION

SECTION 1.01 Definitions.

For all purposes of the Indenture and this Tenth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article I have the meanings assigned to them in this Article I;

(2) the words "herein," "hereof" and "hereunder" and other words of similar import refer to the Indenture and this Tenth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and

(3) capitalized terms used but not defined herein are used as they are defined in the Indenture.

"Alternate Offer" has the meaning set forth in Section 2.03(d) hereof.

"Attributable Indebtedness" with respect to a Sale/Leaseback Transaction means, as of the time of determination, (i) if the obligation with respect to such Sale/Leaseback Transaction is a Finance Lease Obligation, the amount of such obligation determined in accordance with GAAP and included in the financial statements of the lessee or (ii) if the obligation with respect to such Sale/Leaseback Transaction is not a Finance Lease Obligation, the total Net Amount of Rent required to be paid by the lessee under such lease during the remaining term thereof (including any period for which the lease has been extended), discounted from the respective due dates thereof to such determination date at the rate per annum borne by the Notes compounded semi-annually.

"Captive Insurance Subsidiary" means any Subsidiary of the Company that is subject to regulation as an insurance company (or any Subsidiary thereof).

"Change of Control" means the occurrence of any of the following after the date of issuance of the Notes:

1. the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the Company or any of its Subsidiaries, other than any such transaction or series of related transactions where holders of the Company's Voting Stock outstanding immediately prior thereto hold Voting Stock of the transferee Person representing a majority of the voting power of the transferee Person's Voting Stock immediately after giving effect thereto;

2. the consummation of any transaction the result of which is that a "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the total voting power of the Voting Stock of the Company on a fully diluted basis;

3. the adoption by the Company's stockholders of a plan relating to the liquidation or dissolution of the Company; or

4. the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where (A) the Voting Stock of the Company outstanding immediately prior to such transaction

constitutes, or is converted into or exchanged for, Voting Stock of the surviving or transferee Person (or its parent) constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (or its parent) (immediately after giving effect to such issuance) and (B) immediately after such transaction, no "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes, directly or indirectly, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the voting power of the Voting Stock of the surviving or transferee Person.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control solely because the Company shall become a direct or indirect wholly-owned subsidiary of a holding company or other Person if the direct or indirect holders of the Voting Stock of such holding company or other Person immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction.

"Change of Control Offer" has the meaning set forth in Section 2.03(a) hereof.

"Change of Control Payment" has the meaning set forth in Section 2.03(a) hereof.

"Change of Control Payment Date" has the meaning set forth in Section 2.03(b) hereof.

"Change of Control Triggering Event" means (i) the rating of the Notes by both Rating Agencies is lowered at any time during the period (the "Trigger Period") commencing on the earlier of (a) the occurrence of a Change of Control and (b) the first public announcement by the Company of any Change of Control (or pending Change of Control), and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as either Rating Agency has publicly announced that it is considering a possible ratings downgrade), and (ii) the Notes are rated below Investment Grade by both Rating Agencies on any day during the Trigger Period.

Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Consolidated Net Tangible Assets" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Company and its Subsidiaries for the total assets (less accumulated depletion, depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of the Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, after giving effect to purchase accounting and after deducting therefrom, to the extent included in total assets, in each case as determined on a consolidated basis in accordance with GAAP (without duplication): (i) the aggregate amount of liabilities of the Company and its Subsidiaries that may properly be classified as current liabilities (including taxes accrued as estimated) (excluding the amount of those which are by their terms extendable or renewable at the option of the obligor to a date more than twelve months after the date as of which the amount is being determined); (ii) current Indebtedness and current maturities of long-term Indebtedness; (iii) minority interests in the Company's Subsidiaries held by Persons other than the Company or a wholly-owned Subsidiary of the Company; and (iv) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items.

"Event of Default" has the meaning set forth in Section 3.01 hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Finance Lease Obligation" means an obligation that is required to be accounted for as a finance lease (and, for the avoidance of doubt, not an operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a finance lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Fund Entity" means any Subsidiary of the Company, 100% of whose capital stock is at the time owned by the Company directly or indirectly through other Persons 100% of whose capital stock is at the time owned, directly or indirectly, by the Company (other than, in the case of any Subsidiary that is not organized or existing under the laws of the United States, any state of the United States or the District of Columbia, with respect to any directors' qualifying shares), which does not act other than either (a) solely as the general partner of one or more of the Company's Investment Funds or (b) solely for the purpose of being a registered investment adviser for any of such Investment Funds, whether directly or indirectly through the general partner of such Investment Fund.

"Indebtedness" has the meaning set forth in Section 2.04 hereof.

"Investment Fund" means any foreign or domestic limited partnership, limited liability company or other investment vehicle with respect to which a Fund Entity acts as a general partner and/or its registered investment adviser, whether directly or indirectly through the general partner of such Investment Fund, and in which the Company and/or one or more of its Subsidiaries holds no more than a minority equity interest.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's), a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P) and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Company under the circumstances permitting the Company to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of "Rating Agencies."

"issuing banks" has the meaning set forth in Section 2.04 hereof.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Net Amount of Rent" as to any lease for any period means the aggregate amount of rent payable by the lessee with respect to such period after excluding amounts required to be paid on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as payable under such lease subsequent to the first date upon which it may be so terminated.

"Par Call Date" has the meaning set forth in Section 2.02(b) hereof.

"Principal Property" means any manufacturing plant or other similar facility (including Production Machinery and Equipment located thereon), corporate office, equipment yard, maintenance facility, training facility or warehouse owned by the Company or any Subsidiary, which is located within the United States (excluding its territories and possessions), in each case having a net book value in excess of 1% of Consolidated Net Tangible Assets other than (i) any such plant, facility or property which the Company's Board of Directors determines in good faith is not of material importance to the total business conducted, or assets owned, by the Company and its Subsidiaries as an entirety or (ii) any portion of any such plant, facility or property which the Company's Board of Directors determines in good faith not to be of material importance to the use or operation thereof.

"Production Machinery and Equipment" means production machinery and equipment in such Principal Property used directly in the production of the Company's or any Subsidiary's products.

"Rating Agencies" means Moody's and S&P; *provided* that if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, the Company may appoint another "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act as a replacement for such Rating Agency.

"Restricted Subsidiary" means any Subsidiary of the Company (other than any Fund Entity or Captive Insurance Subsidiary), substantially all of the assets of which are located in the United States (excluding its territories and possessions) that at the time, directly or indirectly, through one or more Subsidiaries or in combination with one or more other Subsidiaries or the Company, owns a Principal Property; provided, however, that any Subsidiary that transacts any substantial portion of its business and regularly maintains any substantial portion of its fixed assets outside of the United States (excluding its territories and possessions) shall not be deemed to be a "Restricted Subsidiary."

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor to its rating agency business.

"Sale/Leaseback Transaction" means an arrangement relating to property owned on the date of issuance of the Notes or thereafter acquired whereby the Company or any of its Restricted Subsidiaries transfers such property to a Person and the Company or any of its Restricted Subsidiaries leases it from such Person other than (1) leases for a term, including renewals at the option of the lessee, of not more than five years, (2) leases between the Company and a Subsidiary or between Subsidiaries and (3) leases of a property executed by the time of, or within twelve months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of such property.

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant

maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third Business Day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

SECTION 1.02 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 1.03 Successors and Assigns.

All covenants and agreements in this Tenth Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 1.04 Separability.

In case any provision in this Tenth Supplemental Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.05 Conflict with Trust Indenture Act.

If and to the extent that any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Tenth Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 1.06 Benefits of Tenth Supplemental Indenture.

Nothing in this Tenth Supplemental Indenture, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Holders of the Notes any benefit or any legal or equitable right, remedy or claim under this Tenth Supplemental Indenture.

SECTION 1.07 Amendments Applicable Only to Notes.

The amendments contained in this Tenth Supplemental Indenture shall apply to the Notes only and not to any other series of Debt Securities issued under the Indenture, and any covenants provided herein are expressly being included solely for the benefit of the Notes and not for the benefit of any other series of Debt Securities issued under the Indenture. These amendments shall be effective for so long as there remain any Notes Outstanding.

SECTION 1.08 Governing Law.

THIS TENTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THIS TENTH SUPPLEMENTAL INDENTURE AND EACH SUCH NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ARTICLE II

THE NOTES

SECTION 2.01 Title and Terms.

There are hereby created under the Indenture a series of Debt Securities known and designated as the "4.850% Senior Notes due 2029" of the Company. The aggregate principal amount of Notes that may be authenticated and delivered under this Tenth Supplemental Indenture is initially limited to $500,000,000, except for Notes authenticated and delivered upon reregistration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.07, 2.08, 2.09 or 9.04 of the Indenture.

The Company may without notice to or the consent of the Holders of the Notes, issue in separate offerings additional notes having the same ranking, interest rate, maturity and other terms as the Notes (other than the initial date of issuance and, under certain circumstances, the first interest payment date following the issue date of such additional notes). Any such additional notes, together with the Notes, will form a single series of Debt Securities under the Indenture.

The Stated Maturity shall be August 9, 2029 for payment of principal of the Notes. The Notes shall bear interest at the rate of 4.850% per annum, from August 6, 2026 or the most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually in arrears on February 9 and August 9 of each year (commencing February 9, 2027), to the Persons in whose names the Notes are registered at the close of business on January 24 or July 24, as the case may be, next preceding such interest payment date, until principal thereof is paid or made available for payment.

The Notes shall be initially issued in the form of one or more Global Securities and the depositary for the Notes shall be The Depository Trust Company, New York, New York.

The Notes shall not be subject to any sinking fund.

The Notes shall be in registered form without coupons and shall be issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The form of the Notes attached hereto as Exhibit A is hereby adopted, pursuant to Section 9.01(j) of the Indenture, as the form of Debt Securities that consist of the Notes.

SECTION 2.02 Optional Redemption.

(a) The provisions of Article III of the Indenture, as amended by the provisions of this Tenth Supplemental Indenture, shall apply to the Notes.

(b) The Notes are subject to redemption upon notice mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days prior to the redemption date to each Registered Holder. On or after July 9, 2029 (the "Par Call Date"), the Notes will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to (but excluding) the date of the redemption. Prior to the Par Call Date, the Notes may be redeemed at the option of the Company, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 10 basis points less (b) interest accrued to the date of redemption, and

(ii) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date.

In the case of a partial redemption, selection of the Notes for redemption will be made pro rata or by lot (in accordance with the Depositary's Applicable Procedures). No Notes of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note will state the portion of the principal amount of such Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of such Note upon surrender for cancellation of the original Note. For so long as the Notes are held by the Depositary (or another depositary), the redemption of the Notes shall be done in accordance with the Depositary's Applicable Procedures.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption.

SECTION 2.03 Purchase upon a Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Notes in full by giving irrevocable notice to the Trustee in accordance with the Indenture, each Holder of the Notes will have the right to require the Company to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of the Notes on the relevant record date to receive interest due on the relevant interest payment date. If the Change of Control Payment Date (as defined below) falls on a day that is not a Business Day, the related payment of the Change of Control Payment will be made on the next Business Day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next Business Day.

(b) Unless the Company has exercised its right to redeem such Notes, within 30 days following the date upon which the Change of Control Triggering Event occurred or, at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Company will be required to send, by first class mail (or with respect to any Global Security, to the extent permitted or required by the Depositary's Applicable Procedures, send electronically) a notice to each Holder of such Notes, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which, other than as may be required by applicable law, must be no earlier than 10 days nor later than 60 days after the date the notice is mailed or sent (or, in the case of a notice mailed or sent prior to the date of consummation of a Change of Control, no earlier than the date of the occurrence of the Change of Control), other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed or sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company will, to the extent lawful:

(i) accept or cause a third party to accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(ii) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate or statement signed by an Officer of the Company, which need not constitute an Officers' Certificate, stating the aggregate principal amount of Notes or portions of Notes being purchased.

(d) The Company will not be required to make a Change of Control Offer with respect to the Notes if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer, (ii) a notice of redemption has been given to the Holders of all of the Notes in accordance with the terms of the Indenture, unless and until there is a default in payment of the redemption price, or (iii) in connection with or in contemplation of any Change of Control, the Company has made an offer to purchase (an "Alternate Offer") any and all Notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Notes properly tendered in accordance with the terms of such Alternate Offer.

(e) The Company will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes or the Indenture, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.03 by virtue of any such conflict.

SECTION 2.04 Limitation on Liens.

Except as provided below, the Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or permit to exist any indebtedness for borrowed money ("Indebtedness") secured by a Lien on any Principal Property or any shares of stock of or any Indebtedness of any Restricted Subsidiary, whether owned on the date of issuance of the Notes or thereafter acquired, unless the Company substantially contemporaneously secures the Notes equally and ratably with (or prior to) such Indebtedness until such time as such Indebtedness is no longer secured by a Lien on any Principal Property or any shares of stock of or any Indebtedness of any Restricted Subsidiary, except that the foregoing restrictions shall not apply to Indebtedness secured by:

1. Liens on any property, shares of stock or Indebtedness of any Person existing at the time such Person becomes a Restricted Subsidiary;

2. Liens on any property, shares of stock or Indebtedness existing at the time of acquisition of such property, stock or Indebtedness by the Company or a Restricted Subsidiary;

3. Liens to secure (a) the payment of all or any part of the price of acquisition, construction, alteration, expansion, repair or improvement of property, assets or stock by the Company or a Restricted Subsidiary or (b) any Indebtedness incurred by the Company or a Restricted Subsidiary prior to, at the time of or within one year after the later of the acquisition or completion of construction, alteration, expansion, repair or improvement of such property (including any improvements on an existing property), which Indebtedness is incurred for the purpose of financing all or any part of the purchase price thereof or construction, alteration, expansion, repair or improvements thereon; *provided*, *however*, that, in the case of any such acquisition, construction, alteration, expansion, repair or improvement, the Lien shall not apply to any property theretofore owned by the Company or a Restricted Subsidiary, other than, in the case of any such construction, alteration, expansion, repair or improvement, any theretofore substantially unimproved real property on which the property or improvement so constructed is located;

4. Liens securing Indebtedness of the Company or a Restricted Subsidiary owing to the Company, a Restricted Subsidiary or a wholly-owned Subsidiary;

5. Liens on property of a Person existing at the time such Person is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary;

6. Liens on property of the Company or a Restricted Subsidiary in favor of the United States or any state thereof, or any department, agency or instrumentality or political subdivision of the United States or any state thereof, or in favor of any other country or any political subdivision thereof, or any department, agency or instrumentality of such country or political subdivision, to secure partial, progress, advance or other payments or performance pursuant to any contract or statute or to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Liens;

7. Liens existing as of, or provided for under the terms of agreements existing as of, the date of this Tenth Supplemental Indenture;

8. Liens resulting from the deposit of funds or evidences of Indebtedness in trust for the purpose of defeasing Indebtedness of the Company or any of its Restricted Subsidiaries;

9. Liens to banks arising from the issuance of letters of credit issued by such banks ("issuing banks") which constitute borrowed money on the following: (a) any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under any credit, and any draft drawn thereunder (whether or not such documents, goods or other property be released to or upon the order of the Company or any Subsidiary under a security agreement or trust or bailee receipt or otherwise), and the proceeds of each and all of the foregoing; (b) the balance of every deposit account, now or at the time hereafter existing, of the Company or any Subsidiary with the issuing banks, and any other claims of the Company or any Subsidiary against the issuing banks; and all property claims and demands and all rights and interests therein of the Company or any Subsidiary and all evidences thereof and all proceeds thereof which have been or at any time will be delivered to or otherwise come into the issuing bank's possession, custody or control, or into the possession, custody or control of any bailee for the issuing bank or of any of its agents or correspondents for the account of the issuing bank, for any purpose, whether or not for the express purpose of being used by the issuing bank as collateral security or for the safekeeping or for any other or different purpose, the issuing bank being deemed to have possession or control of all of such property actually in transit to or from or set apart for the issuing bank, any bailee for the issuing bank or any of its correspondents acting in its behalf, it being understood that the receipt at any time by the issuing bank, or any of its bailees, agents or correspondents, or other security, of whatever nature, including cash, will not be deemed a waiver of any of the issuing bank's rights or powers hereunder; (c) all property shipped under or pursuant to or in connection with any credit or drafts drawn thereunder or in any way related thereto, and all proceeds thereof; or (d) all additions to and substitutions for any of the property enumerated above in this subsection;

10. Any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Liens referred to in clauses (1) through (9) above; *provided*, *however*, that the principal amount of Indebtedness so secured shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement or, if greater, the committed amount of Indebtedness originally secured by such Liens (plus, in each case, the aggregate amount of premiums, other payments, costs and expenses related to any refinancing, refunding, extension, renewal or replacement of such Indebtedness) and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Liens so extended, renewed or replaced (plus improvements and construction on such property);

11. Liens securing the payment of taxes, special assessments, governmental charges or claims which are not overdue for a period of more than sixty days or the validity of which is being contested by the Person being charged in good faith by appropriate proceedings, and as to which it has set aside on its books adequate reserves to the extent required by GAAP;

12. deposits, pledges or Liens on or securing property or shares of stock under workers' compensation, unemployment insurance and social security laws or similar obligations, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money), leases, bankers' acceptances or completion guarantees, or to secure statutory or regulatory obligations or surety or appeal bonds and related indemnification obligations in respect thereof, government contracts, performance and return-of-money bonds and other obligations of a similar nature, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

13. any attachment Lien being contested in good faith and by proceedings promptly initiated and diligently conducted, unless the attachment giving rise thereto will not, within sixty days after the entry thereof, have been discharged or fully bonded or will not have been discharged within sixty days after the termination of any such bond;

14. any judgment Lien or Lien securing or arising from the rendering of a decree, attachment, award or order unless (i) the judgment it secures will not, within sixty days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or will not have been discharged within sixty days after the expiration of any such stay or (ii) the judgment it secures results in an Event of Default;

15. easements, rights-of-way, zoning restrictions, servitudes, encroachments, title defects or other irregularities, and servicing agreements, development agreements, site plan agreements, subdivision agreements, facilities sharing agreements, cost sharing agreements and other agreements, and other restrictions, charges or encumbrances not materially interfering with the ordinary conduct of the business;

16. any statutory or governmental Lien or a Lien arising by operation of law, or any mechanics', repairmen's, materialmen's, supplier's, carrier's, landlord's, warehousemen's, construction contractor's or similar Lien or pursuant to customary reservations or retentions of title in each case for sums not yet overdue for a period of more than sixty days or that are bonded or being contested in good faith by appropriate proceedings and any undetermined Lien that is incidental to construction, development, improvement or repair;

17. leases or subleases granted to others that do not materially interfere with the ordinary course of business of the Company and its Subsidiaries, taken as a whole, and any Lien of a lessor in the property subject to any operating lease or short-term rental;

18. Liens encumbering property or assets under construction or arising from progress or partial payments by a third party relating to such property or assets;

19. Liens arising from filing Uniform Commercial Code financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) regarding operating leases or short-term rentals;

20. Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under interest rate agreements, currency agreements or commodity agreements designed to protect the Company or any of its Subsidiaries from fluctuations in interest rates, currencies or the price of commodities;

21. Liens on or sales of receivables;

22. Liens in favor of governmental bodies to secure advance or progress payments pursuant to any contract or statute and Liens in favor of governmental bodies in connection with industrial revenue, pollution control, private activity bonds or similar financing;

23. restrictions on dispositions of property, assets or stock to be disposed of pursuant to merger agreements, stock or asset purchase agreements and similar agreements, Liens on cash earnest money deposits made in connection with any letter of intent or purchase agreement and customary options, put and call arrangements, rights of first refusal and similar rights relating to investments in joint ventures and partnerships;

24. Liens of sellers of goods arising under Article 2 of the Uniform Commercial Code or similar provisions of applicable law in the ordinary course of business, covering only the goods sold and securing only the unpaid purchase price for such goods and related expenses;

25. Liens on machinery and equipment in favor of contract counterparties arising under contracts entered into in the ordinary course of business, provided that such Liens secure only future performance; or

26. any Lien securing Indebtedness of a Person which is a Successor Company to the Company to the extent permitted by Section 10.01 of the Indenture.

Notwithstanding the foregoing, the Company and its Restricted Subsidiaries may, without securing the Notes, create, incur, issue, assume, guarantee or permit to exist any Indebtedness secured by a Lien, other than those permitted pursuant to clauses (1) through (26) above, if, immediately after giving pro forma effect to the Incurrence of such Indebtedness (and the receipt and application of the proceeds thereof) or the securing of outstanding Indebtedness, the sum of (without duplication) (i) all Indebtedness of the Company and its Restricted Subsidiaries secured by Liens (other than those Liens permitted pursuant to clauses (1) through (26) above) and (ii) all Attributable Indebtedness in respect of Sale/Leaseback Transactions with respect to any Principal Property, at the time of determination, does not exceed 15% of Consolidated Net Tangible Assets.

SECTION 2.05 Limitation on Sale/Leaseback Transactions.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction with respect to any Principal Property, unless (i) the Company or such Restricted Subsidiary would be entitled to create a Lien on such Principal Property securing Indebtedness in an amount equal to the Attributable Indebtedness with respect to such Sale/Leaseback Transaction without securing the Notes pursuant to Section 2.04 hereof or (ii) the Company, within twelve months from the effective date of such Sale/Leaseback Transaction, applies to (x) the voluntary defeasance or retirement (excluding retirements of Notes and other Indebtedness ranking *pari passu* with the Notes as a result of conversions, pursuant to mandatory sinking funds or mandatory prepayment provisions or by payment at maturity) of Notes or other Indebtedness ranking *pari passu* with the Notes, (y) the acquisition, construction, development or improvement of any Principal Property used or useful in the businesses of the Company or its Subsidiaries or (z) any combination of the foregoing, an amount equal to the Attributable Indebtedness with respect to such Sale/Leaseback Transaction.

SECTION 2.06 Reports by Company.

Section 5.03(a) of the Indenture is hereby amended, subject to Section 1.07 hereof and with respect to the Notes only, by deleting the last sentence of Section 5.03(a) of the Indenture and replacing such sentence with the following:

Delivery of such statements, reports, notices and other information and documents to the Trustee pursuant to any of the provisions of this Section 5.03 is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates and certificates provided pursuant to Section 4.05).

ARTICLE III

EVENTS OF DEFAULT

SECTION 3.01 Events of Default. Article VI of the Indenture is hereby amended, subject to Section 1.07 hereof and with respect to the Notes only, by deleting Section 6.01 of the Indenture and replacing such Section 6.01 with the following:

If any one or more of the following shall have occurred and be continuing with respect to the Notes (each of the following, an "Event of Default"):

(a) default in the payment of any installment of interest on the Notes as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(b) default in the payment of the principal of or premium, if any, on the Notes as and when the same shall become due and payable, whether at maturity, upon redemption, by declaration, upon required purchase or otherwise;

(c) default in the payment of any sinking fund payment with respect to the Notes as and when the same shall become due and payable and continuance of such default for a period of 30 days;

(d) failure on the part of the Company to comply with any of the covenants or agreements on the part of the Company in this Tenth Supplemental Indenture and the Indenture for the benefit of the Notes (other than a covenant a default in the performance of which is otherwise specifically dealt with), continuing for a period of 90 days after the date on which written notice specifying such failure and requiring the Company to remedy the same shall have been given, by registered or certified mail or overnight courier guaranteeing next day delivery, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time Outstanding;

(e) indebtedness for money borrowed of the Company or any Restricted Subsidiary of the Company is not paid within any applicable grace period after final maturity or is accelerated prior to its stated final maturity by the holders thereof because of a default, the total principal amount of such indebtedness unpaid or accelerated exceeds $400.0 million or the United States dollar equivalent thereof at the time and such default remains uncured or such acceleration is not rescinded or annulled for 30 days after the date on which written notice specifying such failure and requiring the Company to remedy the same has been given, by registered or certified mail or by overnight courier guaranteeing next day delivery, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time Outstanding;

(f) the Company or any of its Restricted Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert within the time and in the manner prescribed by law, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or any such Restricted Subsidiary or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability to pay, or fail generally to pay, its debts as they become due or (vii) take any comparable action under any foreign laws relating to insolvency; and

(g) the entry of an order or decree by a court having competent jurisdiction for (i) relief with respect to the Company or any of its Restricted Subsidiaries or a substantial part of any of their property under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or for any such Restricted Subsidiary or for a substantial part of its property or any of their property (except any decree or order appointing such official of such Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another one or more other Restricted Subsidiaries or Subsidiaries or to or with the Company) or (iii) the winding-up or liquidation of the Company or any such Restricted Subsidiary (except any decree or order approving or ordering the winding-up or liquidation of the affairs of a Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with one or more other Restricted Subsidiaries or Subsidiaries or to or with the Company), and such order or decree continues unstayed and in effect for 90 consecutive days, or any similar relief is granted under any foreign laws and the order or decree stays in effect for 90 consecutive days;

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d) or (e) with respect to Notes at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Notes shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of and interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Tenth Supplemental Indenture, the Indenture or in the Notes contained to the contrary notwithstanding. If an Event of Default described in clause (f) or (g) occurs, then and in each and every such case, unless the principal of and interest on all Notes shall have become due and payable, the principal of and interest on all the Notes then Outstanding hereunder shall IPSO FACTO become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders, anything in this Tenth Supplemental Indenture, the Indenture or in the Notes contained to the contrary notwithstanding.

The Holders of a majority in principal amount of the Notes by notice to the Trustee may rescind an acceleration (including acceleration as specified in clause (e) and (f)) and its consequences if the rescission would not conflict with any judgment or decree already rendered and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration and the Company has paid the Trustee its compensation and all sums paid or advanced by the Trustee hereunder and the reasonable and documented out-of-pocket compensation, expenses, disbursements and advances of the Trustee, its agents and counsel. Upon any such rescission,

the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the parties hereto shall continue as though no proceeding had been taken. In case the Trustee or any Holder shall have proceeded to enforce any right under this Tenth Supplemental Indenture or the Indenture for the benefit of the Notes and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adversely to the Trustee or such Holder, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the parties hereto shall continue as though no such proceeding had been taken.

The foregoing Events of Default shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 Discharge.

If the Company shall effect a defeasance of the Notes pursuant to Article XI of the Indenture, the Company shall cease to have any obligation to comply with the covenants set forth in Sections 2.04 and 2.05 hereof.

SECTION 4.02 Confirmation of Indenture.

The Indenture, as supplemented and amended by this Tenth Supplemental Indenture, is in all respects ratified and confirmed, and the Indenture and this Tenth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4.03 Concerning the Trustee.

The Trustee assumes no duties, responsibilities or liabilities by reason of this Tenth Supplemental Indenture other than as set forth in the Indenture. The Trustee makes no representations and shall not be responsible for the validity or sufficiency of this Tenth Supplemental Indenture, the Notes or for or in respect of the recitals contained herein. All of the provisions contained in the Indenture in respect of the rights, powers, privileges, and immunities of the Trustee shall be applicable in respect of this Tenth Supplemental Indenture as fully and with like force and effect as though set forth in full herein. The Trustee shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

SECTION 4.04 Counterparts, Electronic Signature.

This Tenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. This Tenth Supplemental Indenture and any certificate, agreement or other document to be signed in connection with this Tenth Supplemental Indenture and the transactions contemplated hereby shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) in the case of this Tenth Supplemental Indenture and any certificate, agreement or other document to be signed in connection with this Tenth Supplemental

Indenture and the transactions contemplated hereby, other than any Notes, any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"). Each electronic signature (except in the case of any Notes) or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature (except in the case of any Notes), of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Supplemental Indenture to be duly executed as of the day and year first above written.

QUANTA SERVICES, INC.

By: /s/ Haowei Yang
Name: Haowei Yang
Title: Treasurer

[*Signature Page to Tenth Supplemental Indenture*]

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Supplemental Indenture to be duly executed as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Michael K. Herberger
Name: Michael K. Herberger
Title: Vice President

[*Signature Page to Tenth Supplemental Indenture*]

EXHIBIT A

[Form of Face of Global Note]

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL DEBT SECURITIES REPRESENTED HEREBY, THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

4.850% Senior Notes due 2029

CUSIP No. 74762E AQ5 $[•]
ISIN No. US74762EAQ52
No. 0000 (Specimen)

QUANTA SERVICES, INC.

Quanta Services, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Issuer," which term includes any successor Person under the Indenture hereinafter referred to) as obligor, for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] DOLLARS ($[•]) on August 9, 2029, and to pay interest thereon from August 6, 2026, or from the most recent interest payment date to which interest has been paid or duly provided for, semi-annually on February 9 and August 9 in each year, commencing February 9, 2027, at the rate of 4.850% per annum, until the principal hereof is paid or made available for payment. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Issuer shall also pay interest on overdue principal or installments of interest at such rate. The interest so payable, and punctually paid or duly provided for, on any interest payment date will, as provided in the Indenture, be paid to the Person in whose name this Debt Security is registered at the close of business on the record date for such interest, which shall be January 24 or July 24 (whether or not a Business Day), as the case may be, next preceding such interest payment date. Any interest on this Debt Security which is payable, but is not punctually paid or duly provided for, on the dates and in the manner provided in this Debt Security and the Indenture shall forthwith cease to be payable to the Registered Holder hereof on the relevant record date, and such Defaulted Interest may be paid by the Issuer to the Person in whose name this Debt Security is registered at the close of business on a special record date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Debt Security not less than 10 days prior to such special record date, or may be paid by the Issuer on this Debt Security in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Debt Security may be listed, and upon such notice as may be required by such securities exchange, all as more fully provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, payment of interest on this Debt Security shall be made at the corporate trust office of the Trustee or, at the option of the Issuer, by check mailed to the address of the Person entitled thereto as such address shall appear in the Debt Security Register or, at the option of the Registered Holder, by wire transfer to an account designated by the Registered Holder, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Reference is hereby made to the further provisions of this Debt Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Debt Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

QUANTA SERVICES, INC.

By: _____
Name: Jayshree Desai
Title: Chief Financial Officer

By: _____
Name: Haowei Yang
Title: Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION.
as Trustee

By: _____
Authorized Signatory

[REVERSE OF GLOBAL NOTE]

This Debt Security is one of a duly authorized issue of securities of the Issuer (herein called the "Debt Securities"), issued and to be issued in one or more series under an Indenture, dated as of September 22, 2020 (the "Base Indenture") as supplemented by the Tenth Supplemental Indenture, dated as of August 6, 2026 (the "Tenth Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (herein called the "Trustee"), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee and the Registered Holders of the Debt Securities and of the terms upon which the Debt Securities are, and are to be, authenticated and delivered. This Debt Security is one of the series designated on the face hereof.

This Debt Security is subject to redemption upon notice mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days prior to the redemption date to each Registered Holder. On or after July 9, 2029 (the "Par Call Date"), this Debt Security will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued and unpaid interest thereon to (but excluding) the date of the redemption. Prior to the Par Call Date, this Debt Security may be redeemed at the option of the Issuer, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (a) (i) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming this Debt Security matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 10 basis points less (ii) interest accrued to the date of redemption, and (b) 100% of the principal amount of this Debt Security to be redeemed, plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date. Unless the Issuer defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Debt Securities or portions thereof called for redemption.

Upon the occurrence of a Change of Control Triggering Event with respect to this Debt Security, unless the Issuer has exercised its right to redeem this Debt Security in full as set forth in Section 2.03 of the Tenth Supplemental Indenture, by giving irrevocable notice to the Trustee in accordance with the Indenture, each Holder of this Debt Security will have the right to require the Issuer to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such Holder's Debt Security pursuant to a Change of Control Offer, at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of this Debt Security on the relevant record date to receive interest due on the relevant interest payment date.

Unless the Issuer has exercised its right to redeem this Debt Security, within 30 days following the date upon which the Change of Control Triggering Event occurred with respect to this Debt Security or, at the Issuer's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Issuer will be required to send by first class mail or, to the extent permitted or required by the Depositary's Applicable Procedures, send electronically, a notice to each Holder of this Debt Security, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which, other than as may be required by applicable law, must be no earlier than 10 days nor later than 60 days after the date the notice is mailed or sent (or, in the case of a notice mailed or sent prior to the date of consummation of a Change of Control, no earlier than the date of the occurrence of the Change of Control), other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed or sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(i) accept or cause a third party to accept for payment all Debt Securities of this series or portions of Debt Securities of this series properly tendered pursuant to the Change of Control Offer;

(ii) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Debt Securities of this series or portions of Debt Securities of this series properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Debt Securities of this series properly accepted together with an Officers' Certificate or statement signed by an Officer of the Issuer, which need not constitute an Officers' Certificate, stating the aggregate principal amount of Debt Securities of this series or portions of Debt Securities of this series being purchased.

The Issuer will not be required to make a Change of Control Offer with respect to this Debt Security if (x) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Issuer and such third party purchases all the Debt Securities of this series properly tendered and not withdrawn under its offer, (y) a notice of redemption has been given to the Holders of all of the Debt Securities of this series in accordance with the terms of the Indenture, unless and until there is a default in payment of the redemption price, or (z) in connection with or in contemplation of any Change of Control, the Issuer has made an offer to purchase (an "Alternate Offer") any and all Debt Securities of this series validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Debt Securities of this series properly tendered in accordance with the terms of such Alternate Offer.

The Issuer will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of this Debt Security as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of this Debt Security or the Indenture, the Issuer will comply with those securities laws and regulations and will not be deemed to have breached its obligations under Section 2.03 of the Tenth Supplemental Indenture by virtue of any such conflict.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Debt Security or certain restrictive covenants and Events of Default with respect to this Debt Security, in each case upon compliance with certain conditions set forth in the Indenture. Such provisions shall be applicable to this Debt Security.

If an Event of Default with respect to this Debt Security shall occur and be continuing, the principal of and interest on this Debt Security may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, without notice to any Holder but with the consent of Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of each series affected by such supplemental indenture, the Issuer and the Trustee at any time to enter into an indenture or supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any

supplemental indenture or of modifying in any manner the rights of the Holders of the Debt Securities of such series. The Indenture also permits, with certain exceptions as therein provided, prior to the acceleration of the maturity of the Debt Securities of any series, the Holders of specified percentages in aggregate principal amount of the Debt Securities of that series at the time Outstanding may on behalf of the Holders of all the Debt Securities of that series waive any past Default or Event of Default and its consequences for that series specified in the terms thereof. Any such consent or waiver by the Holder of this Debt Security shall be conclusive and binding upon such Holder and upon all future Holders of this Debt Security and of any Debt Security issued upon the registration of transfer hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Debt Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Debt Security shall not have the right to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, upon or under or with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default with respect to the Debt Securities of this series and of the continuance thereof and unless the Holders of not less than 25% in aggregate principal amount of the Outstanding Debt Securities of this series shall have made written request upon the Trustee to institute such action or proceedings in respect of such Event of Default in its own name as Trustee thereunder and shall have offered to the Trustee such security or indemnity as it may require against the costs, expenses and liabilities to be Incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee by the Holders of a majority in aggregate principal amount of the Debt Securities of this series at the time Outstanding. The foregoing shall not apply to any suit instituted by the Holder of this Debt Security for the enforcement of any payment of principal hereof or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Debt Security or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Debt Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Debt Security is registrable in the Debt Security Register, upon surrender of this Debt Security for registration of transfer at the office or agency of the Issuer in any Place of Payment, duly endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Issuer, the Trustee and the Registrar duly executed by the Registered Holder or the Registered Holder's attorney duly authorized in writing, and thereupon the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Debt Security or Debt Securities of authorized denominations for a like aggregate principal amount.

The Debt Securities of this series are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Debt Securities of this series are exchangeable in whole or in part for a like aggregate principal amount of Debt Securities of this series and of like tenor and terms of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, no service charge shall be made for any such registration of transfer of Debt Securities, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Prior to due presentation for registration of transfer of this Debt Security, the Issuer, the Trustee, any paying agent or any Registrar may deem and treat the Person in whose name this Debt Security is registered as the absolute owner hereof for all purposes, whether or not this Debt Security shall be overdue, and none of the Issuer, the Trustee, any paying agent or any Registrar shall be affected by notice to the contrary.

An incorporator or any past, present or future director, officer, employee, controlling Person or stockholder, as such, of the Issuer or any successor shall not have any liability for any obligations of the Issuer under this Debt Security or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting this Debt Security, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Debt Security.

In the case of any conflict between the provisions of this Debt Security and the Indenture, the provisions of the Indenture shall control.

All terms used in this Debt Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Exhibit 4.3

QUANTA SERVICES, INC.,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

ELEVENTH SUPPLEMENTAL INDENTURE
Dated as of August 6, 2026

Supplemental to Indenture dated as of September 22, 2020

ELEVENTH SUPPLEMENTAL INDENTURE dated as of August 6, 2026 (this "Eleventh Supplemental Indenture"), made and entered into by and between Quanta Services, Inc., a Delaware corporation, having its principal office at 2727 North Loop West, Houston, Texas 77008 (the "Company"), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as Trustee (the "Trustee") under the indenture of the Company dated as of September 22, 2020 (the "Indenture").

WHEREAS, the Indenture provides for the issuance from time to time of Debt Securities, issuable for the purposes and subject to the limitations contained in the Indenture; and

WHEREAS, Section 9.01(j) of the Indenture also provides that the Company and the Trustee may enter into one or more indentures supplemental to the Indenture without the consent of any Holder to provide for the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Indenture; and

WHEREAS, the Company has duly authorized the creation of a series of its Debt Securities denominated its "5.300% Senior Notes due 2033" in the initial aggregate principal amount of $750,000,000 (the "Notes"); and

WHEREAS, the entry into this Eleventh Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Indenture; and

WHEREAS, the Company has duly authorized the execution and delivery of this Eleventh Supplemental Indenture, and all things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered hereunder and duly issued by the Company, the valid obligations of the Company, and to make this Eleventh Supplemental Indenture a valid agreement of the Company, in accordance with their and its terms; and

WHEREAS, the Company desires the Trustee to join with it in the execution and delivery of this Eleventh Supplemental Indenture, and in accordance with Section 2.05, Section 9.03 and Section 12.05 of the Indenture, the Company has duly adopted and delivered to the Trustee, resolutions of its Board of Directors authorizing the execution and delivery of this Eleventh Supplemental Indenture, and has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that the execution of this Eleventh Supplemental Indenture complies with Article IX of the Indenture and that all conditions precedent to its execution have been complied with, and the Indenture and this Eleventh Supplemental Indenture are valid and binding upon the Company and enforceable in accordance with their terms;

NOW, THEREFORE:

For and in consideration of the premises and purchase of the Debt Securities of any series issued on or after the date hereof by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debt Securities of any such series, as follows:

ARTICLE I

CERTAIN PROVISIONS OF GENERAL APPLICATION

SECTION 1.01 Definitions.

For all purposes of the Indenture and this Eleventh Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article I have the meanings assigned to them in this Article I;

(2) the words "herein," "hereof" and "hereunder" and other words of similar import refer to the Indenture and this Eleventh Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and

(3) capitalized terms used but not defined herein are used as they are defined in the Indenture.

"Alternate Offer" has the meaning set forth in Section 2.03(d) hereof.

"Attributable Indebtedness" with respect to a Sale/Leaseback Transaction means, as of the time of determination, (i) if the obligation with respect to such Sale/Leaseback Transaction is a Finance Lease Obligation, the amount of such obligation determined in accordance with GAAP and included in the financial statements of the lessee or (ii) if the obligation with respect to such Sale/Leaseback Transaction is not a Finance Lease Obligation, the total Net Amount of Rent required to be paid by the lessee under such lease during the remaining term thereof (including any period for which the lease has been extended), discounted from the respective due dates thereof to such determination date at the rate per annum borne by the Notes compounded semi-annually.

"Captive Insurance Subsidiary" means any Subsidiary of the Company that is subject to regulation as an insurance company (or any Subsidiary thereof).

"Change of Control" means the occurrence of any of the following after the date of issuance of the Notes:

1. the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the Company or any of its Subsidiaries, other than any such transaction or series of related transactions where holders of the Company's Voting Stock outstanding immediately prior thereto hold Voting Stock of the transferee Person representing a majority of the voting power of the transferee Person's Voting Stock immediately after giving effect thereto;

2. the consummation of any transaction the result of which is that a "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the total voting power of the Voting Stock of the Company on a fully diluted basis;

3. the adoption by the Company's stockholders of a plan relating to the liquidation or dissolution of the Company; or

4. the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where (A) the Voting Stock of the Company outstanding immediately prior to such transaction

constitutes, or is converted into or exchanged for, Voting Stock of the surviving or transferee Person (or its parent) constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (or its parent) (immediately after giving effect to such issuance) and (B) immediately after such transaction, no "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes, directly or indirectly, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the voting power of the Voting Stock of the surviving or transferee Person.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control solely because the Company shall become a direct or indirect wholly-owned subsidiary of a holding company or other Person if the direct or indirect holders of the Voting Stock of such holding company or other Person immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction.

"Change of Control Offer" has the meaning set forth in Section 2.03(a) hereof.

"Change of Control Payment" has the meaning set forth in Section 2.03(a) hereof.

"Change of Control Payment Date" has the meaning set forth in Section 2.03(b) hereof.

"Change of Control Triggering Event" means (i) the rating of the Notes by both Rating Agencies is lowered at any time during the period (the "Trigger Period") commencing on the earlier of (a) the occurrence of a Change of Control and (b) the first public announcement by the Company of any Change of Control (or pending Change of Control), and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as either Rating Agency has publicly announced that it is considering a possible ratings downgrade), and (ii) the Notes are rated below Investment Grade by both Rating Agencies on any day during the Trigger Period.

Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Consolidated Net Tangible Assets" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Company and its Subsidiaries for the total assets (less accumulated depletion, depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of the Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, after giving effect to purchase accounting and after deducting therefrom, to the extent included in total assets, in each case as determined on a consolidated basis in accordance with GAAP (without duplication): (i) the aggregate amount of liabilities of the Company and its Subsidiaries that may properly be classified as current liabilities (including taxes accrued as estimated) (excluding the amount of those which are by their terms extendable or renewable at the option of the obligor to a date more than twelve months after the date as of which the amount is being determined); (ii) current Indebtedness and current maturities of long-term Indebtedness; (iii) minority interests in the Company's Subsidiaries held by Persons other than the Company or a wholly-owned Subsidiary of the Company; and (iv) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items.

"Event of Default" has the meaning set forth in Section 3.01 hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Finance Lease Obligation" means an obligation that is required to be accounted for as a finance lease (and, for the avoidance of doubt, not an operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a finance lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Fund Entity" means any Subsidiary of the Company, 100% of whose capital stock is at the time owned by the Company directly or indirectly through other Persons 100% of whose capital stock is at the time owned, directly or indirectly, by the Company (other than, in the case of any Subsidiary that is not organized or existing under the laws of the United States, any state of the United States or the District of Columbia, with respect to any directors' qualifying shares), which does not act other than either (a) solely as the general partner of one or more of the Company's Investment Funds or (b) solely for the purpose of being a registered investment adviser for any of such Investment Funds, whether directly or indirectly through the general partner of such Investment Fund.

"Indebtedness" has the meaning set forth in Section 2.04 hereof.

"Investment Fund" means any foreign or domestic limited partnership, limited liability company or other investment vehicle with respect to which a Fund Entity acts as a general partner and/or its registered investment adviser, whether directly or indirectly through the general partner of such Investment Fund, and in which the Company and/or one or more of its Subsidiaries holds no more than a minority equity interest.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's), a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P) and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Company under the circumstances permitting the Company to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of "Rating Agencies."

"issuing banks" has the meaning set forth in Section 2.04 hereof.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Net Amount of Rent" as to any lease for any period means the aggregate amount of rent payable by the lessee with respect to such period after excluding amounts required to be paid on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as payable under such lease subsequent to the first date upon which it may be so terminated.

"Par Call Date" has the meaning set forth in Section 2.02(b) hereof.

"Principal Property" means any manufacturing plant or other similar facility (including Production Machinery and Equipment located thereon), corporate office, equipment yard, maintenance facility, training facility or warehouse owned by the Company or any Subsidiary, which is located within the United States (excluding its territories and possessions), in each case having a net book value in excess of 1% of Consolidated Net Tangible Assets other than (i) any such plant, facility or property which the Company's Board of Directors determines in good faith is not of material importance to the total business conducted, or assets owned, by the Company and its Subsidiaries as an entirety or (ii) any portion of any such plant, facility or property which the Company's Board of Directors determines in good faith not to be of material importance to the use or operation thereof.

"Production Machinery and Equipment" means production machinery and equipment in such Principal Property used directly in the production of the Company's or any Subsidiary's products.

"Rating Agencies" means Moody's and S&P; *provided* that if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, the Company may appoint another "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act as a replacement for such Rating Agency.

"Restricted Subsidiary" means any Subsidiary of the Company (other than any Fund Entity or Captive Insurance Subsidiary), substantially all of the assets of which are located in the United States (excluding its territories and possessions) that at the time, directly or indirectly, through one or more Subsidiaries or in combination with one or more other Subsidiaries or the Company, owns a Principal Property; provided, however, that any Subsidiary that transacts any substantial portion of its business and regularly maintains any substantial portion of its fixed assets outside of the United States (excluding its territories and possessions) shall not be deemed to be a "Restricted Subsidiary."

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor to its rating agency business.

"Sale/Leaseback Transaction" means an arrangement relating to property owned on the date of issuance of the Notes or thereafter acquired whereby the Company or any of its Restricted Subsidiaries transfers such property to a Person and the Company or any of its Restricted Subsidiaries leases it from such Person other than (1) leases for a term, including renewals at the option of the lessee, of not more than five years, (2) leases between the Company and a Subsidiary or between Subsidiaries and (3) leases of a property executed by the time of, or within twelve months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of such property.

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant

maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third Business Day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

SECTION 1.02 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 1.03 Successors and Assigns.

All covenants and agreements in this Eleventh Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 1.04 Separability.

In case any provision in this Eleventh Supplemental Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.05 Conflict with Trust Indenture Act.

If and to the extent that any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Eleventh Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 1.06 Benefits of Eleventh Supplemental Indenture.

Nothing in this Eleventh Supplemental Indenture, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Holders of the Notes any benefit or any legal or equitable right, remedy or claim under this Eleventh Supplemental Indenture.

SECTION 1.07 Amendments Applicable Only to Notes.

The amendments contained in this Eleventh Supplemental Indenture shall apply to the Notes only and not to any other series of Debt Securities issued under the Indenture, and any covenants provided herein are expressly being included solely for the benefit of the Notes and not for the benefit of any other series of Debt Securities issued under the Indenture. These amendments shall be effective for so long as there remain any Notes Outstanding.

SECTION 1.08 Governing Law.

THIS ELEVENTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THIS ELEVENTH SUPPLEMENTAL INDENTURE AND EACH SUCH NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ARTICLE II

THE NOTES

SECTION 2.01 Title and Terms.

There are hereby created under the Indenture a series of Debt Securities known and designated as the "5.300% Senior Notes due 2033" of the Company. The aggregate principal amount of Notes that may be authenticated and delivered under this Eleventh Supplemental Indenture is initially limited to $750,000,000, except for Notes authenticated and delivered upon reregistration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.07, 2.08, 2.09 or 9.04 of the Indenture.

The Company may without notice to or the consent of the Holders of the Notes, issue in separate offerings additional notes having the same ranking, interest rate, maturity and other terms as the Notes (other than the initial date of issuance and, under certain circumstances, the first interest payment date following the issue date of such additional notes). Any such additional notes, together with the Notes, will form a single series of Debt Securities under the Indenture.

The Stated Maturity shall be August 9, 2033 for payment of principal of the Notes. The Notes shall bear interest at the rate of 5.300% per annum, from August 6, 2026 or the most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually in arrears on February 9 and August 9 of each year (commencing February 9, 2027), to the Persons in whose names the Notes are registered at the close of business on January 24 or July 24, as the case may be, next preceding such interest payment date, until principal thereof is paid or made available for payment.

The Notes shall be initially issued in the form of one or more Global Securities and the depositary for the Notes shall be The Depository Trust Company, New York, New York.

The Notes shall not be subject to any sinking fund.

The Notes shall be in registered form without coupons and shall be issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The form of the Notes attached hereto as Exhibit A is hereby adopted, pursuant to Section 9.01(j) of the Indenture, as the form of Debt Securities that consist of the Notes.

SECTION 2.02 Optional Redemption.

(a) The provisions of Article III of the Indenture, as amended by the provisions of this Eleventh Supplemental Indenture, shall apply to the Notes.

(b) The Notes are subject to redemption upon notice mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days prior to the redemption date to each Registered Holder. On or after June 9, 2033 (the "Par Call Date"), the Notes will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to (but excluding) the date of the redemption. Prior to the Par Call Date, the Notes may be redeemed at the option of the Company, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and

(ii) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date.

In the case of a partial redemption, selection of the Notes for redemption will be made pro rata or by lot (in accordance with the Depositary's Applicable Procedures). No Notes of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note will state the portion of the principal amount of such Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of such Note upon surrender for cancellation of the original Note. For so long as the Notes are held by the Depositary (or another depositary), the redemption of the Notes shall be done in accordance with the Depositary's Applicable Procedures.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption.

SECTION 2.03 Purchase upon a Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Notes in full by giving irrevocable notice to the Trustee in accordance with the Indenture, each Holder of the Notes will have the right to require the Company to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of the Notes on the relevant record date to receive interest due on the relevant interest payment date. If the Change of Control Payment Date (as defined below) falls on a day that is not a Business Day, the related payment of the Change of Control Payment will be made on the next Business Day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next Business Day.

(b) Unless the Company has exercised its right to redeem such Notes, within 30 days following the date upon which the Change of Control Triggering Event occurred or, at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Company will be required to send, by first class mail (or with respect to any Global Security, to the extent permitted or required by the Depositary's Applicable Procedures, send electronically) a notice to each Holder of such Notes, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which, other than as may be required by applicable law, must be no earlier than 10 days nor later than 60 days after the date the notice is mailed or sent (or, in the case of a notice mailed or sent prior to the date of consummation of a Change of Control, no earlier than the date of the occurrence of the Change of Control), other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed or sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company will, to the extent lawful:

(i) accept or cause a third party to accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(ii) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate or statement signed by an Officer of the Company, which need not constitute an Officers' Certificate, stating the aggregate principal amount of Notes or portions of Notes being purchased.

(d) The Company will not be required to make a Change of Control Offer with respect to the Notes if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer, (ii) a notice of redemption has been given to the Holders of all of the Notes in accordance with the terms of the Indenture, unless and until there is a default in payment of the redemption price, or (iii) in connection with or in contemplation of any Change of Control, the Company has made an offer to purchase (an "Alternate Offer") any and all Notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Notes properly tendered in accordance with the terms of such Alternate Offer.

(e) The Company will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes or the Indenture, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.03 by virtue of any such conflict.

SECTION 2.04 Limitation on Liens.

Except as provided below, the Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or permit to exist any indebtedness for borrowed money ("Indebtedness") secured by a Lien on any Principal Property or any shares of stock of or any Indebtedness of any Restricted Subsidiary, whether owned on the date of issuance of the Notes or thereafter acquired, unless the Company substantially contemporaneously secures the Notes equally and ratably with (or prior to) such Indebtedness until such time as such Indebtedness is no longer secured by a Lien on any Principal Property or any shares of stock of or any Indebtedness of any Restricted Subsidiary, except that the foregoing restrictions shall not apply to Indebtedness secured by:

1. Liens on any property, shares of stock or Indebtedness of any Person existing at the time such Person becomes a Restricted Subsidiary;

2. Liens on any property, shares of stock or Indebtedness existing at the time of acquisition of such property, stock or Indebtedness by the Company or a Restricted Subsidiary;

3. Liens to secure (a) the payment of all or any part of the price of acquisition, construction, alteration, expansion, repair or improvement of property, assets or stock by the Company or a Restricted Subsidiary or (b) any Indebtedness incurred by the Company or a Restricted Subsidiary prior to, at the time of or within one year after the later of the acquisition or completion of construction, alteration, expansion, repair or improvement of such property (including any improvements on an existing property), which Indebtedness is incurred for the purpose of financing all or any part of the purchase price thereof or construction, alteration, expansion, repair or improvements thereon; *provided*, *however*, that, in the case of any such acquisition, construction, alteration, expansion, repair or improvement, the Lien shall not apply to any property theretofore owned by the Company or a Restricted Subsidiary, other than, in the case of any such construction, alteration, expansion, repair or improvement, any theretofore substantially unimproved real property on which the property or improvement so constructed is located;

4. Liens securing Indebtedness of the Company or a Restricted Subsidiary owing to the Company, a Restricted Subsidiary or a wholly-owned Subsidiary;

5. Liens on property of a Person existing at the time such Person is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary;

6. Liens on property of the Company or a Restricted Subsidiary in favor of the United States or any state thereof, or any department, agency or instrumentality or political subdivision of the United States or any state thereof, or in favor of any other country or any political subdivision thereof, or any department, agency or instrumentality of such country or political subdivision, to secure partial, progress, advance or other payments or performance pursuant to any contract or statute or to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Liens;

7. Liens existing as of, or provided for under the terms of agreements existing as of, the date of this Eleventh Supplemental Indenture;

8. Liens resulting from the deposit of funds or evidences of Indebtedness in trust for the purpose of defeasing Indebtedness of the Company or any of its Restricted Subsidiaries;

9. Liens to banks arising from the issuance of letters of credit issued by such banks ("issuing banks") which constitute borrowed money on the following: (a) any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under any credit, and any draft drawn thereunder (whether or not such documents, goods or other property be released to or upon the order of the Company or any Subsidiary under a security agreement or trust or bailee receipt or otherwise), and the proceeds of each and all of the foregoing; (b) the balance of every deposit account, now or at the time hereafter existing, of the Company or any Subsidiary with the issuing banks, and any other claims of the Company or any Subsidiary against the issuing banks; and all property claims and demands and all rights and interests therein of the Company or any Subsidiary and all evidences thereof and all proceeds thereof which have been or at any time will be delivered to or otherwise come into the issuing bank's possession, custody or control, or into the possession, custody or control of any bailee for the issuing bank or of any of its agents or correspondents for the account of the issuing bank, for any purpose, whether or not for the express purpose of being used by the issuing bank as collateral security or for the safekeeping or for any other or different purpose, the issuing bank being deemed to have possession or control of all of such property actually in transit to or from or set apart for the issuing bank, any bailee for the issuing bank or any of its correspondents acting in its behalf, it being understood that the receipt at any time by the issuing bank, or any of its bailees, agents or correspondents, or other security, of whatever nature, including cash, will not be deemed a waiver of any of the issuing bank's rights or powers hereunder; (c) all property shipped under or pursuant to or in connection with any credit or drafts drawn thereunder or in any way related thereto, and all proceeds thereof; or (d) all additions to and substitutions for any of the property enumerated above in this subsection;

10. Any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Liens referred to in clauses (1) through (9) above; *provided*, *however*, that the principal amount of Indebtedness so secured shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement or, if greater, the committed amount of Indebtedness originally secured by such Liens (plus, in each case, the aggregate amount of premiums, other payments, costs and expenses related to any refinancing, refunding, extension, renewal or replacement of such Indebtedness) and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Liens so extended, renewed or replaced (plus improvements and construction on such property);

11. Liens securing the payment of taxes, special assessments, governmental charges or claims which are not overdue for a period of more than sixty days or the validity of which is being contested by the Person being charged in good faith by appropriate proceedings, and as to which it has set aside on its books adequate reserves to the extent required by GAAP;

12. deposits, pledges or Liens on or securing property or shares of stock under workers' compensation, unemployment insurance and social security laws or similar obligations, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money), leases, bankers' acceptances or completion guarantees, or to secure statutory or regulatory obligations or surety or appeal bonds and related indemnification obligations in respect thereof, government contracts, performance and return-of-money bonds and other obligations of a similar nature, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

13. any attachment Lien being contested in good faith and by proceedings promptly initiated and diligently conducted, unless the attachment giving rise thereto will not, within sixty days after the entry thereof, have been discharged or fully bonded or will not have been discharged within sixty days after the termination of any such bond;

14. any judgment Lien or Lien securing or arising from the rendering of a decree, attachment, award or order unless (i) the judgment it secures will not, within sixty days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or will not have been discharged within sixty days after the expiration of any such stay or (ii) the judgment it secures results in an Event of Default;

15. easements, rights-of-way, zoning restrictions, servitudes, encroachments, title defects or other irregularities, and servicing agreements, development agreements, site plan agreements, subdivision agreements, facilities sharing agreements, cost sharing agreements and other agreements, and other restrictions, charges or encumbrances not materially interfering with the ordinary conduct of the business;

16. any statutory or governmental Lien or a Lien arising by operation of law, or any mechanics', repairmen's, materialmen's, supplier's, carrier's, landlord's, warehousemen's, construction contractor's or similar Lien or pursuant to customary reservations or retentions of title in each case for sums not yet overdue for a period of more than sixty days or that are bonded or being contested in good faith by appropriate proceedings and any undetermined Lien that is incidental to construction, development, improvement or repair;

17. leases or subleases granted to others that do not materially interfere with the ordinary course of business of the Company and its Subsidiaries, taken as a whole, and any Lien of a lessor in the property subject to any operating lease or short-term rental;

18. Liens encumbering property or assets under construction or arising from progress or partial payments by a third party relating to such property or assets;

19. Liens arising from filing Uniform Commercial Code financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) regarding operating leases or short-term rentals;

20. Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under interest rate agreements, currency agreements or commodity agreements designed to protect the Company or any of its Subsidiaries from fluctuations in interest rates, currencies or the price of commodities;

21. Liens on or sales of receivables;

22. Liens in favor of governmental bodies to secure advance or progress payments pursuant to any contract or statute and Liens in favor of governmental bodies in connection with industrial revenue, pollution control, private activity bonds or similar financing;

23. restrictions on dispositions of property, assets or stock to be disposed of pursuant to merger agreements, stock or asset purchase agreements and similar agreements, Liens on cash earnest money deposits made in connection with any letter of intent or purchase agreement and customary options, put and call arrangements, rights of first refusal and similar rights relating to investments in joint ventures and partnerships;

24. Liens of sellers of goods arising under Article 2 of the Uniform Commercial Code or similar provisions of applicable law in the ordinary course of business, covering only the goods sold and securing only the unpaid purchase price for such goods and related expenses;

25. Liens on machinery and equipment in favor of contract counterparties arising under contracts entered into in the ordinary course of business, provided that such Liens secure only future performance; or

26. any Lien securing Indebtedness of a Person which is a Successor Company to the Company to the extent permitted by Section 10.01 of the Indenture.

Notwithstanding the foregoing, the Company and its Restricted Subsidiaries may, without securing the Notes, create, incur, issue, assume, guarantee or permit to exist any Indebtedness secured by a Lien, other than those permitted pursuant to clauses (1) through (26) above, if, immediately after giving pro forma effect to the Incurrence of such Indebtedness (and the receipt and application of the proceeds thereof) or the securing of outstanding Indebtedness, the sum of (without duplication) (i) all Indebtedness of the Company and its Restricted Subsidiaries secured by Liens (other than those Liens permitted pursuant to clauses (1) through (26) above) and (ii) all Attributable Indebtedness in respect of Sale/Leaseback Transactions with respect to any Principal Property, at the time of determination, does not exceed 15% of Consolidated Net Tangible Assets.

SECTION 2.05 Limitation on Sale/Leaseback Transactions.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction with respect to any Principal Property, unless (i) the Company or such Restricted Subsidiary would be entitled to create a Lien on such Principal Property securing Indebtedness in an amount equal to the Attributable Indebtedness with respect to such Sale/Leaseback Transaction without securing the Notes pursuant to Section 2.04 hereof or (ii) the Company, within twelve months from the effective date of such Sale/Leaseback Transaction, applies to (x) the voluntary defeasance or retirement (excluding retirements of Notes and other Indebtedness ranking *pari passu* with the Notes as a result of conversions, pursuant to mandatory sinking funds or mandatory prepayment provisions or by payment at maturity) of Notes or other Indebtedness ranking *pari passu* with the Notes, (y) the acquisition, construction, development or improvement of any Principal Property used or useful in the businesses of the Company or its Subsidiaries or (z) any combination of the foregoing, an amount equal to the Attributable Indebtedness with respect to such Sale/Leaseback Transaction.

SECTION 2.06 Reports by Company.

Section 5.03(a) of the Indenture is hereby amended, subject to Section 1.07 hereof and with respect to the Notes only, by deleting the last sentence of Section 5.03(a) of the Indenture and replacing such sentence with the following:

Delivery of such statements, reports, notices and other information and documents to the Trustee pursuant to any of the provisions of this Section 5.03 is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates and certificates provided pursuant to Section 4.05).

ARTICLE III

EVENTS OF DEFAULT

SECTION 3.01 Events of Default. Article VI of the Indenture is hereby amended, subject to Section 1.07 hereof and with respect to the Notes only, by deleting Section 6.01 of the Indenture and replacing such Section 6.01 with the following:

If any one or more of the following shall have occurred and be continuing with respect to the Notes (each of the following, an "Event of Default"):

(a) default in the payment of any installment of interest on the Notes as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(b) default in the payment of the principal of or premium, if any, on the Notes as and when the same shall become due and payable, whether at maturity, upon redemption, by declaration, upon required purchase or otherwise;

(c) default in the payment of any sinking fund payment with respect to the Notes as and when the same shall become due and payable and continuance of such default for a period of 30 days;

(d) failure on the part of the Company to comply with any of the covenants or agreements on the part of the Company in this Eleventh Supplemental Indenture and the Indenture for the benefit of the Notes (other than a covenant a default in the performance of which is otherwise specifically dealt with), continuing for a period of 90 days after the date on which written notice specifying such failure and requiring the Company to remedy the same shall have been given, by registered or certified mail or overnight courier guaranteeing next day delivery, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time Outstanding;

(e) indebtedness for money borrowed of the Company or any Restricted Subsidiary of the Company is not paid within any applicable grace period after final maturity or is accelerated prior to its stated final maturity by the holders thereof because of a default, the total principal amount of such indebtedness unpaid or accelerated exceeds $400.0 million or the United States dollar equivalent thereof at the time and such default remains uncured or such acceleration is not rescinded or annulled for 30 days after the date on which written notice specifying such failure and requiring the Company to remedy the same has been given, by registered or certified mail or by overnight courier guaranteeing next day delivery, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time Outstanding;

(f) the Company or any of its Restricted Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert within the time and in the manner prescribed by law, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or any such Restricted Subsidiary or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability to pay, or fail generally to pay, its debts as they become due or (vii) take any comparable action under any foreign laws relating to insolvency; and

(g) the entry of an order or decree by a court having competent jurisdiction for (i) relief with respect to the Company or any of its Restricted Subsidiaries or a substantial part of any of their property under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or for any such Restricted Subsidiary or for a substantial part of its property or any of their property (except any decree or order appointing such official of such Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another one or more other Restricted Subsidiaries or Subsidiaries or to or with the Company) or (iii) the winding-up or liquidation of the Company or any such Restricted Subsidiary (except any decree or order approving or ordering the winding-up or liquidation of the affairs of a Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with one or more other Restricted Subsidiaries or Subsidiaries or to or with the Company), and such order or decree continues unstayed and in effect for 90 consecutive days, or any similar relief is granted under any foreign laws and the order or decree stays in effect for 90 consecutive days;

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d) or (e) with respect to Notes at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Notes shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of and interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Eleventh Supplemental Indenture, the Indenture or in the Notes contained to the contrary notwithstanding. If an Event of Default described in clause (f) or (g) occurs, then and in each and every such case, unless the principal of and interest on all Notes shall have become due and payable, the principal of and interest on all the Notes then Outstanding hereunder shall IPSO FACTO become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders, anything in this Eleventh Supplemental Indenture, the Indenture or in the Notes contained to the contrary notwithstanding.

The Holders of a majority in principal amount of the Notes by notice to the Trustee may rescind an acceleration (including acceleration as specified in clause (e) and (f)) and its consequences if the rescission would not conflict with any judgment or decree already rendered and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration and the Company has paid the Trustee its compensation and all sums paid or advanced by the Trustee hereunder and the reasonable and documented out-of-pocket compensation, expenses, disbursements and advances of the Trustee, its agents and counsel. Upon any such rescission,

the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the parties hereto shall continue as though no proceeding had been taken. In case the Trustee or any Holder shall have proceeded to enforce any right under this Eleventh Supplemental Indenture or the Indenture for the benefit of the Notes and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adversely to the Trustee or such Holder, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the parties hereto shall continue as though no such proceeding had been taken.

The foregoing Events of Default shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 Discharge.

If the Company shall effect a defeasance of the Notes pursuant to Article XI of the Indenture, the Company shall cease to have any obligation to comply with the covenants set forth in Sections 2.04 and 2.05 hereof.

SECTION 4.02 Confirmation of Indenture.

The Indenture, as supplemented and amended by this Eleventh Supplemental Indenture, is in all respects ratified and confirmed, and the Indenture and this Eleventh Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4.03 Concerning the Trustee.

The Trustee assumes no duties, responsibilities or liabilities by reason of this Eleventh Supplemental Indenture other than as set forth in the Indenture. The Trustee makes no representations and shall not be responsible for the validity or sufficiency of this Eleventh Supplemental Indenture, the Notes or for or in respect of the recitals contained herein. All of the provisions contained in the Indenture in respect of the rights, powers, privileges, and immunities of the Trustee shall be applicable in respect of this Eleventh Supplemental Indenture as fully and with like force and effect as though set forth in full herein. The Trustee shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

SECTION 4.04 Counterparts, Electronic Signature.

This Eleventh Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. This Eleventh Supplemental Indenture and any certificate, agreement or other document to be signed in connection with this Eleventh Supplemental Indenture and the transactions contemplated hereby shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) in the case of this Eleventh Supplemental Indenture and any certificate, agreement or other document to be signed in connection with this Eleventh Supplemental

Indenture and the transactions contemplated hereby, other than any Notes, any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"). Each electronic signature (except in the case of any Notes) or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature (except in the case of any Notes), of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Supplemental Indenture to be duly executed as of the day and year first above written.

QUANTA SERVICES, INC.

By: /s/ Haowei Yang
Name: Haowei Yang
Title: Treasurer

[*Signature Page to Eleventh Supplemental Indenture*]

IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Supplemental Indenture to be duly executed as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Michael K. Herberger
Name: Michael K. Herberger
Title: Vice President

[*Signature Page to Eleventh Supplemental Indenture*]

EXHIBIT A

[Form of Face of Global Note]

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL DEBT SECURITIES REPRESENTED HEREBY, THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

5.300% Senior Notes due 2033

CUSIP No. 74762E AR3 $[•]
ISIN No. US74762EAR36
No. 0000 (Specimen)

QUANTA SERVICES, INC.

Quanta Services, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Issuer," which term includes any successor Person under the Indenture hereinafter referred to) as obligor, for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] DOLLARS ($[•]) on August 9, 2033, and to pay interest thereon from August 6, 2026, or from the most recent interest payment date to which interest has been paid or duly provided for, semi-annually on February 9 and August 9 in each year, commencing February 9, 2027, at the rate of 5.300% per annum, until the principal hereof is paid or made available for payment. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Issuer shall also pay interest on overdue principal or installments of interest at such rate. The interest so payable, and punctually paid or duly provided for, on any interest payment date will, as provided in the Indenture, be paid to the Person in whose name this Debt Security is registered at the close of business on the record date for such interest, which shall be January 24 or July 24 (whether or not a Business Day), as the case may be, next preceding such interest payment date. Any interest on this Debt Security which is payable, but is not punctually paid or duly provided for, on the dates and in the manner provided in this Debt Security and the Indenture shall forthwith cease to be payable to the Registered Holder hereof on the relevant record date, and such Defaulted Interest may be paid by the Issuer to the Person in whose name this Debt Security is registered at the close of business on a special record date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Debt Security not less than 10 days prior to such special record date, or may be paid by the Issuer on this Debt Security in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Debt Security may be listed, and upon such notice as may be required by such securities exchange, all as more fully provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, payment of interest on this Debt Security shall be made at the corporate trust office of the Trustee or, at the option of the Issuer, by check mailed to the address of the Person entitled thereto as such address shall appear in the Debt Security Register or, at the option of the Registered Holder, by wire transfer to an account designated by the Registered Holder, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Reference is hereby made to the further provisions of this Debt Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Debt Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

QUANTA SERVICES, INC.

By: _____
Name: Jayshree Desai
Title: Chief Financial Officer

By: _____
Name: Haowei Yang
Title: Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION.
as Trustee

By: _____
Authorized Signatory

[REVERSE OF GLOBAL NOTE]

This Debt Security is one of a duly authorized issue of securities of the Issuer (herein called the "Debt Securities"), issued and to be issued in one or more series under an Indenture, dated as of September 22, 2020 (the "Base Indenture") as supplemented by the Eleventh Supplemental Indenture, dated as of August 6, 2026 (the "Eleventh Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (herein called the "Trustee"), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee and the Registered Holders of the Debt Securities and of the terms upon which the Debt Securities are, and are to be, authenticated and delivered. This Debt Security is one of the series designated on the face hereof.

This Debt Security is subject to redemption upon notice mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days prior to the redemption date to each Registered Holder. On or after June 9, 2033 (the "Par Call Date"), this Debt Security will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued and unpaid interest thereon to (but excluding) the date of the redemption. Prior to the Par Call Date, this Debt Security may be redeemed at the option of the Issuer, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (a) (i) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming this Debt Security matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (ii) interest accrued to the date of redemption, and (b) 100% of the principal amount of this Debt Security to be redeemed, plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date. Unless the Issuer defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Debt Securities or portions thereof called for redemption.

Upon the occurrence of a Change of Control Triggering Event with respect to this Debt Security, unless the Issuer has exercised its right to redeem this Debt Security in full as set forth in Section 2.03 of the Eleventh Supplemental Indenture, by giving irrevocable notice to the Trustee in accordance with the Indenture, each Holder of this Debt Security will have the right to require the Issuer to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such Holder's Debt Security pursuant to a Change of Control Offer, at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of this Debt Security on the relevant record date to receive interest due on the relevant interest payment date.

Unless the Issuer has exercised its right to redeem this Debt Security, within 30 days following the date upon which the Change of Control Triggering Event occurred with respect to this Debt Security or, at the Issuer's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Issuer will be required to send by first class mail or, to the extent permitted or required by the Depositary's Applicable Procedures, send electronically, a notice to each Holder of this Debt Security, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which, other than as may be required by applicable law, must be no earlier than 10 days nor later than 60 days after the date the notice is mailed or sent (or, in the case of a notice mailed or sent prior to the date of consummation of a Change of Control, no earlier than the date of the occurrence of the Change of Control), other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed or sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(i) accept or cause a third party to accept for payment all Debt Securities of this series or portions of Debt Securities of this series properly tendered pursuant to the Change of Control Offer;

(ii) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Debt Securities of this series or portions of Debt Securities of this series properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Debt Securities of this series properly accepted together with an Officers' Certificate or statement signed by an Officer of the Issuer, which need not constitute an Officers' Certificate, stating the aggregate principal amount of Debt Securities of this series or portions of Debt Securities of this series being purchased.

The Issuer will not be required to make a Change of Control Offer with respect to this Debt Security if (x) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Issuer and such third party purchases all the Debt Securities of this series properly tendered and not withdrawn under its offer, (y) a notice of redemption has been given to the Holders of all of the Debt Securities of this series in accordance with the terms of the Indenture, unless and until there is a default in payment of the redemption price, or (z) in connection with or in contemplation of any Change of Control, the Issuer has made an offer to purchase (an "Alternate Offer") any and all Debt Securities of this series validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Debt Securities of this series properly tendered in accordance with the terms of such Alternate Offer.

The Issuer will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of this Debt Security as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of this Debt Security or the Indenture, the Issuer will comply with those securities laws and regulations and will not be deemed to have breached its obligations under Section 2.03 of the Eleventh Supplemental Indenture by virtue of any such conflict.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Debt Security or certain restrictive covenants and Events of Default with respect to this Debt Security, in each case upon compliance with certain conditions set forth in the Indenture. Such provisions shall be applicable to this Debt Security.

If an Event of Default with respect to this Debt Security shall occur and be continuing, the principal of and interest on this Debt Security may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, without notice to any Holder but with the consent of Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of each series affected by such supplemental indenture, the Issuer and the Trustee at any time to enter into an indenture or supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any

supplemental indenture or of modifying in any manner the rights of the Holders of the Debt Securities of such series. The Indenture also permits, with certain exceptions as therein provided, prior to the acceleration of the maturity of the Debt Securities of any series, the Holders of specified percentages in aggregate principal amount of the Debt Securities of that series at the time Outstanding may on behalf of the Holders of all the Debt Securities of that series waive any past Default or Event of Default and its consequences for that series specified in the terms thereof. Any such consent or waiver by the Holder of this Debt Security shall be conclusive and binding upon such Holder and upon all future Holders of this Debt Security and of any Debt Security issued upon the registration of transfer hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Debt Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Debt Security shall not have the right to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, upon or under or with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default with respect to the Debt Securities of this series and of the continuance thereof and unless the Holders of not less than 25% in aggregate principal amount of the Outstanding Debt Securities of this series shall have made written request upon the Trustee to institute such action or proceedings in respect of such Event of Default in its own name as Trustee thereunder and shall have offered to the Trustee such security or indemnity as it may require against the costs, expenses and liabilities to be Incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee by the Holders of a majority in aggregate principal amount of the Debt Securities of this series at the time Outstanding. The foregoing shall not apply to any suit instituted by the Holder of this Debt Security for the enforcement of any payment of principal hereof or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Debt Security or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Debt Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Debt Security is registrable in the Debt Security Register, upon surrender of this Debt Security for registration of transfer at the office or agency of the Issuer in any Place of Payment, duly endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Issuer, the Trustee and the Registrar duly executed by the Registered Holder or the Registered Holder's attorney duly authorized in writing, and thereupon the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Debt Security or Debt Securities of authorized denominations for a like aggregate principal amount.

The Debt Securities of this series are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Debt Securities of this series are exchangeable in whole or in part for a like aggregate principal amount of Debt Securities of this series and of like tenor and terms of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, no service charge shall be made for any such registration of transfer of Debt Securities, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Prior to due presentation for registration of transfer of this Debt Security, the Issuer, the Trustee, any paying agent or any Registrar may deem and treat the Person in whose name this Debt Security is registered as the absolute owner hereof for all purposes, whether or not this Debt Security shall be overdue, and none of the Issuer, the Trustee, any paying agent or any Registrar shall be affected by notice to the contrary.

An incorporator or any past, present or future director, officer, employee, controlling Person or stockholder, as such, of the Issuer or any successor shall not have any liability for any obligations of the Issuer under this Debt Security or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting this Debt Security, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Debt Security.

In the case of any conflict between the provisions of this Debt Security and the Indenture, the provisions of the Indenture shall control.

All terms used in this Debt Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Exhibit 4.4

QUANTA SERVICES, INC.,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

TWELFTH SUPPLEMENTAL INDENTURE
Dated as of August 6, 2026

Supplemental to Indenture dated as of September 22, 2020

TWELFTH SUPPLEMENTAL INDENTURE dated as of August 6, 2026 (this "Twelfth Supplemental Indenture"), made and entered into by and between Quanta Services, Inc., a Delaware corporation, having its principal office at 2727 North Loop West, Houston, Texas 77008 (the "Company"), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as Trustee (the "Trustee") under the indenture of the Company dated as of September 22, 2020 (the "Indenture").

WHEREAS, the Indenture provides for the issuance from time to time of Debt Securities, issuable for the purposes and subject to the limitations contained in the Indenture; and

WHEREAS, Section 9.01(j) of the Indenture also provides that the Company and the Trustee may enter into one or more indentures supplemental to the Indenture without the consent of any Holder to provide for the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Indenture; and

WHEREAS, the Company has duly authorized the creation of a series of its Debt Securities denominated its "5.550% Senior Notes due 2036" in the initial aggregate principal amount of $750,000,000 (the "Notes"); and

WHEREAS, the entry into this Twelfth Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Indenture; and

WHEREAS, the Company has duly authorized the execution and delivery of this Twelfth Supplemental Indenture, and all things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered hereunder and duly issued by the Company, the valid obligations of the Company, and to make this Twelfth Supplemental Indenture a valid agreement of the Company, in accordance with their and its terms; and

WHEREAS, the Company desires the Trustee to join with it in the execution and delivery of this Twelfth Supplemental Indenture, and in accordance with Section 2.05, Section 9.03 and Section 12.05 of the Indenture, the Company has duly adopted and delivered to the Trustee, resolutions of its Board of Directors authorizing the execution and delivery of this Twelfth Supplemental Indenture, and has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that the execution of this Twelfth Supplemental Indenture complies with Article IX of the Indenture and that all conditions precedent to its execution have been complied with, and the Indenture and this Twelfth Supplemental Indenture are valid and binding upon the Company and enforceable in accordance with their terms;

NOW, THEREFORE:

For and in consideration of the premises and purchase of the Debt Securities of any series issued on or after the date hereof by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debt Securities of any such series, as follows:

ARTICLE I

CERTAIN PROVISIONS OF GENERAL APPLICATION

SECTION 1.01 Definitions.

For all purposes of the Indenture and this Twelfth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article I have the meanings assigned to them in this Article I;

(2) the words "herein," "hereof" and "hereunder" and other words of similar import refer to the Indenture and this Twelfth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and

(3) capitalized terms used but not defined herein are used as they are defined in the Indenture.

"Alternate Offer" has the meaning set forth in Section 2.03(d) hereof.

"Attributable Indebtedness" with respect to a Sale/Leaseback Transaction means, as of the time of determination, (i) if the obligation with respect to such Sale/Leaseback Transaction is a Finance Lease Obligation, the amount of such obligation determined in accordance with GAAP and included in the financial statements of the lessee or (ii) if the obligation with respect to such Sale/Leaseback Transaction is not a Finance Lease Obligation, the total Net Amount of Rent required to be paid by the lessee under such lease during the remaining term thereof (including any period for which the lease has been extended), discounted from the respective due dates thereof to such determination date at the rate per annum borne by the Notes compounded semi-annually.

"Captive Insurance Subsidiary" means any Subsidiary of the Company that is subject to regulation as an insurance company (or any Subsidiary thereof).

"Change of Control" means the occurrence of any of the following after the date of issuance of the Notes:

1. the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the Company or any of its Subsidiaries, other than any such transaction or series of related transactions where holders of the Company's Voting Stock outstanding immediately prior thereto hold Voting Stock of the transferee Person representing a majority of the voting power of the transferee Person's Voting Stock immediately after giving effect thereto;

2. the consummation of any transaction the result of which is that a "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the total voting power of the Voting Stock of the Company on a fully diluted basis;

3. the adoption by the Company's stockholders of a plan relating to the liquidation or dissolution of the Company; or

4. the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where (A) the Voting Stock of the Company outstanding immediately prior to such transaction

constitutes, or is converted into or exchanged for, Voting Stock of the surviving or transferee Person (or its parent) constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (or its parent) (immediately after giving effect to such issuance) and (B) immediately after such transaction, no "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes, directly or indirectly, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the voting power of the Voting Stock of the surviving or transferee Person.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control solely because the Company shall become a direct or indirect wholly-owned subsidiary of a holding company or other Person if the direct or indirect holders of the Voting Stock of such holding company or other Person immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction.

"Change of Control Offer" has the meaning set forth in Section 2.03(a) hereof.

"Change of Control Payment" has the meaning set forth in Section 2.03(a) hereof.

"Change of Control Payment Date" has the meaning set forth in Section 2.03(b) hereof.

"Change of Control Triggering Event" means (i) the rating of the Notes by both Rating Agencies is lowered at any time during the period (the "Trigger Period") commencing on the earlier of (a) the occurrence of a Change of Control and (b) the first public announcement by the Company of any Change of Control (or pending Change of Control), and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as either Rating Agency has publicly announced that it is considering a possible ratings downgrade), and (ii) the Notes are rated below Investment Grade by both Rating Agencies on any day during the Trigger Period.

Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Consolidated Net Tangible Assets" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Company and its Subsidiaries for the total assets (less accumulated depletion, depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of the Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, after giving effect to purchase accounting and after deducting therefrom, to the extent included in total assets, in each case as determined on a consolidated basis in accordance with GAAP (without duplication): (i) the aggregate amount of liabilities of the Company and its Subsidiaries that may properly be classified as current liabilities (including taxes accrued as estimated) (excluding the amount of those which are by their terms extendable or renewable at the option of the obligor to a date more than twelve months after the date as of which the amount is being determined); (ii) current Indebtedness and current maturities of long-term Indebtedness; (iii) minority interests in the Company's Subsidiaries held by Persons other than the Company or a wholly-owned Subsidiary of the Company; and (iv) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items.

"Event of Default" has the meaning set forth in Section 3.01 hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Finance Lease Obligation" means an obligation that is required to be accounted for as a finance lease (and, for the avoidance of doubt, not an operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a finance lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Fund Entity" means any Subsidiary of the Company, 100% of whose capital stock is at the time owned by the Company directly or indirectly through other Persons 100% of whose capital stock is at the time owned, directly or indirectly, by the Company (other than, in the case of any Subsidiary that is not organized or existing under the laws of the United States, any state of the United States or the District of Columbia, with respect to any directors' qualifying shares), which does not act other than either (a) solely as the general partner of one or more of the Company's Investment Funds or (b) solely for the purpose of being a registered investment adviser for any of such Investment Funds, whether directly or indirectly through the general partner of such Investment Fund.

"Indebtedness" has the meaning set forth in Section 2.04 hereof.

"Investment Fund" means any foreign or domestic limited partnership, limited liability company or other investment vehicle with respect to which a Fund Entity acts as a general partner and/or its registered investment adviser, whether directly or indirectly through the general partner of such Investment Fund, and in which the Company and/or one or more of its Subsidiaries holds no more than a minority equity interest.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's), a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P) and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Company under the circumstances permitting the Company to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of "Rating Agencies."

"issuing banks" has the meaning set forth in Section 2.04 hereof.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Net Amount of Rent" as to any lease for any period means the aggregate amount of rent payable by the lessee with respect to such period after excluding amounts required to be paid on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as payable under such lease subsequent to the first date upon which it may be so terminated.

"Par Call Date" has the meaning set forth in Section 2.02(b) hereof.

"Principal Property" means any manufacturing plant or other similar facility (including Production Machinery and Equipment located thereon), corporate office, equipment yard, maintenance facility, training facility or warehouse owned by the Company or any Subsidiary, which is located within the United States (excluding its territories and possessions), in each case having a net book value in excess of 1% of Consolidated Net Tangible Assets other than (i) any such plant, facility or property which the Company's Board of Directors determines in good faith is not of material importance to the total business conducted, or assets owned, by the Company and its Subsidiaries as an entirety or (ii) any portion of any such plant, facility or property which the Company's Board of Directors determines in good faith not to be of material importance to the use or operation thereof.

"Production Machinery and Equipment" means production machinery and equipment in such Principal Property used directly in the production of the Company's or any Subsidiary's products.

"Rating Agencies" means Moody's and S&P; *provided* that if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, the Company may appoint another "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act as a replacement for such Rating Agency.

"Restricted Subsidiary" means any Subsidiary of the Company (other than any Fund Entity or Captive Insurance Subsidiary), substantially all of the assets of which are located in the United States (excluding its territories and possessions) that at the time, directly or indirectly, through one or more Subsidiaries or in combination with one or more other Subsidiaries or the Company, owns a Principal Property; provided, however, that any Subsidiary that transacts any substantial portion of its business and regularly maintains any substantial portion of its fixed assets outside of the United States (excluding its territories and possessions) shall not be deemed to be a "Restricted Subsidiary."

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor to its rating agency business.

"Sale/Leaseback Transaction" means an arrangement relating to property owned on the date of issuance of the Notes or thereafter acquired whereby the Company or any of its Restricted Subsidiaries transfers such property to a Person and the Company or any of its Restricted Subsidiaries leases it from such Person other than (1) leases for a term, including renewals at the option of the lessee, of not more than five years, (2) leases between the Company and a Subsidiary or between Subsidiaries and (3) leases of a property executed by the time of, or within twelve months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of such property.

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant

maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third Business Day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

SECTION 1.02 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 1.03 Successors and Assigns.

All covenants and agreements in this Twelfth Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 1.04 Separability.

In case any provision in this Twelfth Supplemental Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.05 Conflict with Trust Indenture Act.

If and to the extent that any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Twelfth Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 1.06 Benefits of Twelfth Supplemental Indenture.

Nothing in this Twelfth Supplemental Indenture, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Holders of the Notes any benefit or any legal or equitable right, remedy or claim under this Twelfth Supplemental Indenture.

SECTION 1.07 Amendments Applicable Only to Notes.

The amendments contained in this Twelfth Supplemental Indenture shall apply to the Notes only and not to any other series of Debt Securities issued under the Indenture, and any covenants provided herein are expressly being included solely for the benefit of the Notes and not for the benefit of any other series of Debt Securities issued under the Indenture. These amendments shall be effective for so long as there remain any Notes Outstanding.

SECTION 1.08 Governing Law.

THIS TWELFTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THIS TWELFTH SUPPLEMENTAL INDENTURE AND EACH SUCH NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ARTICLE II

THE NOTES

SECTION 2.01 Title and Terms.

There are hereby created under the Indenture a series of Debt Securities known and designated as the "5.550% Senior Notes due 2036" of the Company. The aggregate principal amount of Notes that may be authenticated and delivered under this Twelfth Supplemental Indenture is initially limited to $750,000,000, except for Notes authenticated and delivered upon reregistration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.07, 2.08, 2.09 or 9.04 of the Indenture.

The Company may without notice to or the consent of the Holders of the Notes, issue in separate offerings additional notes having the same ranking, interest rate, maturity and other terms as the Notes (other than the initial date of issuance and, under certain circumstances, the first interest payment date following the issue date of such additional notes). Any such additional notes, together with the Notes, will form a single series of Debt Securities under the Indenture.

The Stated Maturity shall be August 9, 2036 for payment of principal of the Notes. The Notes shall bear interest at the rate of 5.550% per annum, from August 6, 2026 or the most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually in arrears on February 9 and August 9 of each year (commencing February 9, 2027), to the Persons in whose names the Notes are registered at the close of business on January 24 or July 24, as the case may be, next preceding such interest payment date, until principal thereof is paid or made available for payment.

The Notes shall be initially issued in the form of one or more Global Securities and the depositary for the Notes shall be The Depository Trust Company, New York, New York.

The Notes shall not be subject to any sinking fund.

The Notes shall be in registered form without coupons and shall be issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The form of the Notes attached hereto as Exhibit A is hereby adopted, pursuant to Section 9.01(j) of the Indenture, as the form of Debt Securities that consist of the Notes.

SECTION 2.02 Optional Redemption.

(a) The provisions of Article III of the Indenture, as amended by the provisions of this Twelfth Supplemental Indenture, shall apply to the Notes.

(b) The Notes are subject to redemption upon notice mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days prior to the redemption date to each Registered Holder. On or after May 9, 2036 (the "Par Call Date"), the Notes will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to (but excluding) the date of the redemption. Prior to the Par Call Date, the Notes may be redeemed at the option of the Company, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and

(ii) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date.

In the case of a partial redemption, selection of the Notes for redemption will be made pro rata or by lot (in accordance with the Depositary's Applicable Procedures). No Notes of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note will state the portion of the principal amount of such Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of such Note upon surrender for cancellation of the original Note. For so long as the Notes are held by the Depositary (or another depositary), the redemption of the Notes shall be done in accordance with the Depositary's Applicable Procedures.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption.

SECTION 2.03 Purchase upon a Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Notes in full by giving irrevocable notice to the Trustee in accordance with the Indenture, each Holder of the Notes will have the right to require the Company to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of the Notes on the relevant record date to receive interest due on the relevant interest payment date. If the Change of Control Payment Date (as defined below) falls on a day that is not a Business Day, the related payment of the Change of Control Payment will be made on the next Business Day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next Business Day.

(b) Unless the Company has exercised its right to redeem such Notes, within 30 days following the date upon which the Change of Control Triggering Event occurred or, at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Company will be required to send, by first class mail (or with respect to any Global Security, to the extent permitted or required by the Depositary's Applicable Procedures, send electronically) a notice to each Holder of such Notes, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which, other than as may be required by applicable law, must be no earlier than 10 days nor later than 60 days after the date the notice is mailed or sent (or, in the case of a notice mailed or sent prior to the date of consummation of a Change of Control, no earlier than the date of the occurrence of the Change of Control), other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed or sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company will, to the extent lawful:

(i) accept or cause a third party to accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(ii) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate or statement signed by an Officer of the Company, which need not constitute an Officers' Certificate, stating the aggregate principal amount of Notes or portions of Notes being purchased.

(d) The Company will not be required to make a Change of Control Offer with respect to the Notes if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer, (ii) a notice of redemption has been given to the Holders of all of the Notes in accordance with the terms of the Indenture, unless and until there is a default in payment of the redemption price, or (iii) in connection with or in contemplation of any Change of Control, the Company has made an offer to purchase (an "Alternate Offer") any and all Notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Notes properly tendered in accordance with the terms of such Alternate Offer.

(e) The Company will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes or the Indenture, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.03 by virtue of any such conflict.

SECTION 2.04 Limitation on Liens.

Except as provided below, the Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or permit to exist any indebtedness for borrowed money ("Indebtedness") secured by a Lien on any Principal Property or any shares of stock of or any Indebtedness of any Restricted Subsidiary, whether owned on the date of issuance of the Notes or thereafter acquired, unless the Company substantially contemporaneously secures the Notes equally and ratably with (or prior to) such Indebtedness until such time as such Indebtedness is no longer secured by a Lien on any Principal Property or any shares of stock of or any Indebtedness of any Restricted Subsidiary, except that the foregoing restrictions shall not apply to Indebtedness secured by:

1. Liens on any property, shares of stock or Indebtedness of any Person existing at the time such Person becomes a Restricted Subsidiary;

2. Liens on any property, shares of stock or Indebtedness existing at the time of acquisition of such property, stock or Indebtedness by the Company or a Restricted Subsidiary;

3. Liens to secure (a) the payment of all or any part of the price of acquisition, construction, alteration, expansion, repair or improvement of property, assets or stock by the Company or a Restricted Subsidiary or (b) any Indebtedness incurred by the Company or a Restricted Subsidiary prior to, at the time of or within one year after the later of the acquisition or completion of construction, alteration, expansion, repair or improvement of such property (including any improvements on an existing property), which Indebtedness is incurred for the purpose of financing all or any part of the purchase price thereof or construction, alteration, expansion, repair or improvements thereon; *provided*, *however*, that, in the case of any such acquisition, construction, alteration, expansion, repair or improvement, the Lien shall not apply to any property theretofore owned by the Company or a Restricted Subsidiary, other than, in the case of any such construction, alteration, expansion, repair or improvement, any theretofore substantially unimproved real property on which the property or improvement so constructed is located;

4. Liens securing Indebtedness of the Company or a Restricted Subsidiary owing to the Company, a Restricted Subsidiary or a wholly-owned Subsidiary;

5. Liens on property of a Person existing at the time such Person is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary;

6. Liens on property of the Company or a Restricted Subsidiary in favor of the United States or any state thereof, or any department, agency or instrumentality or political subdivision of the United States or any state thereof, or in favor of any other country or any political subdivision thereof, or any department, agency or instrumentality of such country or political subdivision, to secure partial, progress, advance or other payments or performance pursuant to any contract or statute or to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Liens;

7. Liens existing as of, or provided for under the terms of agreements existing as of, the date of this Twelfth Supplemental Indenture;

8. Liens resulting from the deposit of funds or evidences of Indebtedness in trust for the purpose of defeasing Indebtedness of the Company or any of its Restricted Subsidiaries;

9. Liens to banks arising from the issuance of letters of credit issued by such banks ("issuing banks") which constitute borrowed money on the following: (a) any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under any credit, and any draft drawn thereunder (whether or not such documents, goods or other property be released to or upon the order of the Company or any Subsidiary under a security agreement or trust or bailee receipt or otherwise), and the proceeds of each and all of the foregoing; (b) the balance of every deposit account, now or at the time hereafter existing, of the Company or any Subsidiary with the issuing banks, and any other claims of the Company or any Subsidiary against the issuing banks; and all property claims and demands and all rights and interests therein of the Company or any Subsidiary and all evidences thereof and all proceeds thereof which have been or at any time will be delivered to or otherwise come into the issuing bank's possession, custody or control, or into the possession, custody or control of any bailee for the issuing bank or of any of its agents or correspondents for the account of the issuing bank, for any purpose, whether or not for the express purpose of being used by the issuing bank as collateral security or for the safekeeping or for any other or different purpose, the issuing bank being deemed to have possession or control of all of such property actually in transit to or from or set apart for the issuing bank, any bailee for the issuing bank or any of its correspondents acting in its behalf, it being understood that the receipt at any time by the issuing bank, or any of its bailees, agents or correspondents, or other security, of whatever nature, including cash, will not be deemed a waiver of any of the issuing bank's rights or powers hereunder; (c) all property shipped under or pursuant to or in connection with any credit or drafts drawn thereunder or in any way related thereto, and all proceeds thereof; or (d) all additions to and substitutions for any of the property enumerated above in this subsection;

10. Any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Liens referred to in clauses (1) through (9) above; *provided*, *however*, that the principal amount of Indebtedness so secured shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement or, if greater, the committed amount of Indebtedness originally secured by such Liens (plus, in each case, the aggregate amount of premiums, other payments, costs and expenses related to any refinancing, refunding, extension, renewal or replacement of such Indebtedness) and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Liens so extended, renewed or replaced (plus improvements and construction on such property);

11. Liens securing the payment of taxes, special assessments, governmental charges or claims which are not overdue for a period of more than sixty days or the validity of which is being contested by the Person being charged in good faith by appropriate proceedings, and as to which it has set aside on its books adequate reserves to the extent required by GAAP;

12. deposits, pledges or Liens on or securing property or shares of stock under workers' compensation, unemployment insurance and social security laws or similar obligations, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money), leases, bankers' acceptances or completion guarantees, or to secure statutory or regulatory obligations or surety or appeal bonds and related indemnification obligations in respect thereof, government contracts, performance and return-of-money bonds and other obligations of a similar nature, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

13. any attachment Lien being contested in good faith and by proceedings promptly initiated and diligently conducted, unless the attachment giving rise thereto will not, within sixty days after the entry thereof, have been discharged or fully bonded or will not have been discharged within sixty days after the termination of any such bond;

14. any judgment Lien or Lien securing or arising from the rendering of a decree, attachment, award or order unless (i) the judgment it secures will not, within sixty days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or will not have been discharged within sixty days after the expiration of any such stay or (ii) the judgment it secures results in an Event of Default;

15. easements, rights-of-way, zoning restrictions, servitudes, encroachments, title defects or other irregularities, and servicing agreements, development agreements, site plan agreements, subdivision agreements, facilities sharing agreements, cost sharing agreements and other agreements, and other restrictions, charges or encumbrances not materially interfering with the ordinary conduct of the business;

16. any statutory or governmental Lien or a Lien arising by operation of law, or any mechanics', repairmen's, materialmen's, supplier's, carrier's, landlord's, warehousemen's, construction contractor's or similar Lien or pursuant to customary reservations or retentions of title in each case for sums not yet overdue for a period of more than sixty days or that are bonded or being contested in good faith by appropriate proceedings and any undetermined Lien that is incidental to construction, development, improvement or repair;

17. leases or subleases granted to others that do not materially interfere with the ordinary course of business of the Company and its Subsidiaries, taken as a whole, and any Lien of a lessor in the property subject to any operating lease or short-term rental;

18. Liens encumbering property or assets under construction or arising from progress or partial payments by a third party relating to such property or assets;

19. Liens arising from filing Uniform Commercial Code financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) regarding operating leases or short-term rentals;

20. Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under interest rate agreements, currency agreements or commodity agreements designed to protect the Company or any of its Subsidiaries from fluctuations in interest rates, currencies or the price of commodities;

21. Liens on or sales of receivables;

22. Liens in favor of governmental bodies to secure advance or progress payments pursuant to any contract or statute and Liens in favor of governmental bodies in connection with industrial revenue, pollution control, private activity bonds or similar financing;

23. restrictions on dispositions of property, assets or stock to be disposed of pursuant to merger agreements, stock or asset purchase agreements and similar agreements, Liens on cash earnest money deposits made in connection with any letter of intent or purchase agreement and customary options, put and call arrangements, rights of first refusal and similar rights relating to investments in joint ventures and partnerships;

24. Liens of sellers of goods arising under Article 2 of the Uniform Commercial Code or similar provisions of applicable law in the ordinary course of business, covering only the goods sold and securing only the unpaid purchase price for such goods and related expenses;

25. Liens on machinery and equipment in favor of contract counterparties arising under contracts entered into in the ordinary course of business, provided that such Liens secure only future performance; or

26. any Lien securing Indebtedness of a Person which is a Successor Company to the Company to the extent permitted by Section 10.01 of the Indenture.

Notwithstanding the foregoing, the Company and its Restricted Subsidiaries may, without securing the Notes, create, incur, issue, assume, guarantee or permit to exist any Indebtedness secured by a Lien, other than those permitted pursuant to clauses (1) through (26) above, if, immediately after giving pro forma effect to the Incurrence of such Indebtedness (and the receipt and application of the proceeds thereof) or the securing of outstanding Indebtedness, the sum of (without duplication) (i) all Indebtedness of the Company and its Restricted Subsidiaries secured by Liens (other than those Liens permitted pursuant to clauses (1) through (26) above) and (ii) all Attributable Indebtedness in respect of Sale/Leaseback Transactions with respect to any Principal Property, at the time of determination, does not exceed 15% of Consolidated Net Tangible Assets.

SECTION 2.05 Limitation on Sale/Leaseback Transactions.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction with respect to any Principal Property, unless (i) the Company or such Restricted Subsidiary would be entitled to create a Lien on such Principal Property securing Indebtedness in an amount equal to the Attributable Indebtedness with respect to such Sale/Leaseback Transaction without securing the Notes pursuant to Section 2.04 hereof or (ii) the Company, within twelve months from the effective date of such Sale/Leaseback Transaction, applies to (x) the voluntary defeasance or retirement (excluding retirements of Notes and other Indebtedness ranking *pari passu* with the Notes as a result of conversions, pursuant to mandatory sinking funds or mandatory prepayment provisions or by payment at maturity) of Notes or other Indebtedness ranking *pari passu* with the Notes, (y) the acquisition, construction, development or improvement of any Principal Property used or useful in the businesses of the Company or its Subsidiaries or (z) any combination of the foregoing, an amount equal to the Attributable Indebtedness with respect to such Sale/Leaseback Transaction.

SECTION 2.06 Reports by Company.

Section 5.03(a) of the Indenture is hereby amended, subject to Section 1.07 hereof and with respect to the Notes only, by deleting the last sentence of Section 5.03(a) of the Indenture and replacing such sentence with the following:

Delivery of such statements, reports, notices and other information and documents to the Trustee pursuant to any of the provisions of this Section 5.03 is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates and certificates provided pursuant to Section 4.05).

ARTICLE III

EVENTS OF DEFAULT

SECTION 3.01 Events of Default. Article VI of the Indenture is hereby amended, subject to Section 1.07 hereof and with respect to the Notes only, by deleting Section 6.01 of the Indenture and replacing such Section 6.01 with the following:

If any one or more of the following shall have occurred and be continuing with respect to the Notes (each of the following, an "Event of Default"):

(a) default in the payment of any installment of interest on the Notes as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(b) default in the payment of the principal of or premium, if any, on the Notes as and when the same shall become due and payable, whether at maturity, upon redemption, by declaration, upon required purchase or otherwise;

(c) default in the payment of any sinking fund payment with respect to the Notes as and when the same shall become due and payable and continuance of such default for a period of 30 days;

(d) failure on the part of the Company to comply with any of the covenants or agreements on the part of the Company in this Twelfth Supplemental Indenture and the Indenture for the benefit of the Notes (other than a covenant a default in the performance of which is otherwise specifically dealt with), continuing for a period of 90 days after the date on which written notice specifying such failure and requiring the Company to remedy the same shall have been given, by registered or certified mail or overnight courier guaranteeing next day delivery, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time Outstanding;

(e) indebtedness for money borrowed of the Company or any Restricted Subsidiary of the Company is not paid within any applicable grace period after final maturity or is accelerated prior to its stated final maturity by the holders thereof because of a default, the total principal amount of such indebtedness unpaid or accelerated exceeds $400.0 million or the United States dollar equivalent thereof at the time and such default remains uncured or such acceleration is not rescinded or annulled for 30 days after the date on which written notice specifying such failure and requiring the Company to remedy the same has been given, by registered or certified mail or by overnight courier guaranteeing next day delivery, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time Outstanding;

(f) the Company or any of its Restricted Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert within the time and in the manner prescribed by law, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or any such Restricted Subsidiary or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability to pay, or fail generally to pay, its debts as they become due or (vii) take any comparable action under any foreign laws relating to insolvency; and

(g) the entry of an order or decree by a court having competent jurisdiction for (i) relief with respect to the Company or any of its Restricted Subsidiaries or a substantial part of any of their property under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or for any such Restricted Subsidiary or for a substantial part of its property or any of their property (except any decree or order appointing such official of such Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another one or more other Restricted Subsidiaries or Subsidiaries or to or with the Company) or (iii) the winding-up or liquidation of the Company or any such Restricted Subsidiary (except any decree or order approving or ordering the winding-up or liquidation of the affairs of a Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with one or more other Restricted Subsidiaries or Subsidiaries or to or with the Company), and such order or decree continues unstayed and in effect for 90 consecutive days, or any similar relief is granted under any foreign laws and the order or decree stays in effect for 90 consecutive days;

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d) or (e) with respect to Notes at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Notes shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of and interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Twelfth Supplemental Indenture, the Indenture or in the Notes contained to the contrary notwithstanding. If an Event of Default described in clause (f) or (g) occurs, then and in each and every such case, unless the principal of and interest on all Notes shall have become due and payable, the principal of and interest on all the Notes then Outstanding hereunder shall IPSO FACTO become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders, anything in this Twelfth Supplemental Indenture, the Indenture or in the Notes contained to the contrary notwithstanding.

The Holders of a majority in principal amount of the Notes by notice to the Trustee may rescind an acceleration (including acceleration as specified in clause (e) and (f)) and its consequences if the rescission would not conflict with any judgment or decree already rendered and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration and the Company has paid the Trustee its compensation and all sums paid or advanced by the Trustee hereunder and the reasonable and documented out-of-pocket compensation, expenses, disbursements and advances of the Trustee, its agents and counsel. Upon any such rescission,

the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the parties hereto shall continue as though no proceeding had been taken. In case the Trustee or any Holder shall have proceeded to enforce any right under this Twelfth Supplemental Indenture or the Indenture for the benefit of the Notes and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adversely to the Trustee or such Holder, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the parties hereto shall continue as though no such proceeding had been taken.

The foregoing Events of Default shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 Discharge.

If the Company shall effect a defeasance of the Notes pursuant to Article XI of the Indenture, the Company shall cease to have any obligation to comply with the covenants set forth in Sections 2.04 and 2.05 hereof.

SECTION 4.02 Confirmation of Indenture.

The Indenture, as supplemented and amended by this Twelfth Supplemental Indenture, is in all respects ratified and confirmed, and the Indenture and this Twelfth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4.03 Concerning the Trustee.

The Trustee assumes no duties, responsibilities or liabilities by reason of this Twelfth Supplemental Indenture other than as set forth in the Indenture. The Trustee makes no representations and shall not be responsible for the validity or sufficiency of this Twelfth Supplemental Indenture, the Notes or for or in respect of the recitals contained herein. All of the provisions contained in the Indenture in respect of the rights, powers, privileges, and immunities of the Trustee shall be applicable in respect of this Twelfth Supplemental Indenture as fully and with like force and effect as though set forth in full herein. The Trustee shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

SECTION 4.04 Counterparts, Electronic Signature.

This Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. This Twelfth Supplemental Indenture and any certificate, agreement or other document to be signed in connection with this Twelfth Supplemental Indenture and the transactions contemplated hereby shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) in the case of this Twelfth Supplemental Indenture and any certificate, agreement or other document to be signed in connection with this Twelfth Supplemental

Indenture and the transactions contemplated hereby, other than any Notes, any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"). Each electronic signature (except in the case of any Notes) or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature (except in the case of any Notes), of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Supplemental Indenture to be duly executed as of the day and year first above written.

QUANTA SERVICES, INC.

By: /s/ Haowei Yang
Name: Haowei Yang
Title: Treasurer

[*Signature Page to Twelfth Supplemental Indenture*]

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Supplemental Indenture to be duly executed as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Michael K. Herberger
Name: Michael K. Herberger
Title: Vice President

[*Signature Page to Twelfth Supplemental Indenture*]

EXHIBIT A

[Form of Face of Global Note]

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL DEBT SECURITIES REPRESENTED HEREBY, THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

5.550% Senior Notes due 2036

CUSIP No. 74762E AS1 $[•]
ISIN No. US74762EAS19
No. 0000 (Specimen)

QUANTA SERVICES, INC.

Quanta Services, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Issuer," which term includes any successor Person under the Indenture hereinafter referred to) as obligor, for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] DOLLARS ($[•]) on August 9, 2036, and to pay interest thereon from August 6, 2026, or from the most recent interest payment date to which interest has been paid or duly provided for, semi-annually on February 9 and August 9 in each year, commencing February 9, 2027, at the rate of 5.550% per annum, until the principal hereof is paid or made available for payment. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Issuer shall also pay interest on overdue principal or installments of interest at such rate. The interest so payable, and punctually paid or duly provided for, on any interest payment date will, as provided in the Indenture, be paid to the Person in whose name this Debt Security is registered at the close of business on the record date for such interest, which shall be January 24 or July 24 (whether or not a Business Day), as the case may be, next preceding such interest payment date. Any interest on this Debt Security which is payable, but is not punctually paid or duly provided for, on the dates and in the manner provided in this Debt Security and the Indenture shall forthwith cease to be payable to the Registered Holder hereof on the relevant record date, and such Defaulted Interest may be paid by the Issuer to the Person in whose name this Debt Security is registered at the close of business on a special record date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Debt Security not less than 10 days prior to such special record date, or may be paid by the Issuer on this Debt Security in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Debt Security may be listed, and upon such notice as may be required by such securities exchange, all as more fully provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, payment of interest on this Debt Security shall be made at the corporate trust office of the Trustee or, at the option of the Issuer, by check mailed to the address of the Person entitled thereto as such address shall appear in the Debt Security Register or, at the option of the Registered Holder, by wire transfer to an account designated by the Registered Holder, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Reference is hereby made to the further provisions of this Debt Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Debt Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

QUANTA SERVICES, INC.

By: _____
Name:Jayshree Desai
Title:Chief Financial Officer

By: _____
Name:Haowei Yang
Title:Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION.
as Trustee

By: _____
Authorized Signatory

[REVERSE OF GLOBAL NOTE]

This Debt Security is one of a duly authorized issue of securities of the Issuer (herein called the "Debt Securities"), issued and to be issued in one or more series under an Indenture, dated as of September 22, 2020 (the "Base Indenture") as supplemented by the Twelfth Supplemental Indenture, dated as of August 6, 2026 (the "Twelfth Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (herein called the "Trustee"), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee and the Registered Holders of the Debt Securities and of the terms upon which the Debt Securities are, and are to be, authenticated and delivered. This Debt Security is one of the series designated on the face hereof.

This Debt Security is subject to redemption upon notice mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days prior to the redemption date to each Registered Holder. On or after May 9, 2036 (the "Par Call Date"), this Debt Security will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued and unpaid interest thereon to (but excluding) the date of the redemption. Prior to the Par Call Date, this Debt Security may be redeemed at the option of the Issuer, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (a) (i) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming this Debt Security matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (ii) interest accrued to the date of redemption, and (b) 100% of the principal amount of this Debt Security to be redeemed, plus, in either case, accrued and unpaid interest thereon to (but excluding) the redemption date. Unless the Issuer defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Debt Securities or portions thereof called for redemption.

Upon the occurrence of a Change of Control Triggering Event with respect to this Debt Security, unless the Issuer has exercised its right to redeem this Debt Security in full as set forth in Section 2.03 of the Twelfth Supplemental Indenture, by giving irrevocable notice to the Trustee in accordance with the Indenture, each Holder of this Debt Security will have the right to require the Issuer to purchase all or a portion (equal to $2,000 or whole multiples of $1,000 in excess thereof) of such Holder's Debt Security pursuant to a Change of Control Offer, at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of this Debt Security on the relevant record date to receive interest due on the relevant interest payment date.

Unless the Issuer has exercised its right to redeem this Debt Security, within 30 days following the date upon which the Change of Control Triggering Event occurred with respect to this Debt Security or, at the Issuer's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Issuer will be required to send by first class mail or, to the extent permitted or required by the Depositary's Applicable Procedures, send electronically, a notice to each Holder of this Debt Security, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which, other than as may be required by applicable law, must be no earlier than 10 days nor later than 60 days after the date the notice is mailed or sent (or, in the case of a notice mailed or sent prior to the date of consummation of a Change of Control, no earlier than the date of the occurrence of the Change of Control), other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed or sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(i) accept or cause a third party to accept for payment all Debt Securities of this series or portions of Debt Securities of this series properly tendered pursuant to the Change of Control Offer;

(ii) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Debt Securities of this series or portions of Debt Securities of this series properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Debt Securities of this series properly accepted together with an Officers' Certificate or statement signed by an Officer of the Issuer, which need not constitute an Officers' Certificate, stating the aggregate principal amount of Debt Securities of this series or portions of Debt Securities of this series being purchased.

The Issuer will not be required to make a Change of Control Offer with respect to this Debt Security if (x) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Issuer and such third party purchases all the Debt Securities of this series properly tendered and not withdrawn under its offer, (y) a notice of redemption has been given to the Holders of all of the Debt Securities of this series in accordance with the terms of the Indenture, unless and until there is a default in payment of the redemption price, or (z) in connection with or in contemplation of any Change of Control, the Issuer has made an offer to purchase (an "Alternate Offer") any and all Debt Securities of this series validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Debt Securities of this series properly tendered in accordance with the terms of such Alternate Offer.

The Issuer will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of this Debt Security as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of this Debt Security or the Indenture, the Issuer will comply with those securities laws and regulations and will not be deemed to have breached its obligations under Section 2.03 of the Twelfth Supplemental Indenture by virtue of any such conflict.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Debt Security or certain restrictive covenants and Events of Default with respect to this Debt Security, in each case upon compliance with certain conditions set forth in the Indenture. Such provisions shall be applicable to this Debt Security.

If an Event of Default with respect to this Debt Security shall occur and be continuing, the principal of and interest on this Debt Security may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, without notice to any Holder but with the consent of Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of each series affected by such supplemental indenture, the Issuer and the Trustee at any time to enter into an indenture or supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any

supplemental indenture or of modifying in any manner the rights of the Holders of the Debt Securities of such series. The Indenture also permits, with certain exceptions as therein provided, prior to the acceleration of the maturity of the Debt Securities of any series, the Holders of specified percentages in aggregate principal amount of the Debt Securities of that series at the time Outstanding may on behalf of the Holders of all the Debt Securities of that series waive any past Default or Event of Default and its consequences for that series specified in the terms thereof. Any such consent or waiver by the Holder of this Debt Security shall be conclusive and binding upon such Holder and upon all future Holders of this Debt Security and of any Debt Security issued upon the registration of transfer hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Debt Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Debt Security shall not have the right to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, upon or under or with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default with respect to the Debt Securities of this series and of the continuance thereof and unless the Holders of not less than 25% in aggregate principal amount of the Outstanding Debt Securities of this series shall have made written request upon the Trustee to institute such action or proceedings in respect of such Event of Default in its own name as Trustee thereunder and shall have offered to the Trustee such security or indemnity as it may require against the costs, expenses and liabilities to be Incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee by the Holders of a majority in aggregate principal amount of the Debt Securities of this series at the time Outstanding. The foregoing shall not apply to any suit instituted by the Holder of this Debt Security for the enforcement of any payment of principal hereof or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Debt Security or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Debt Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Debt Security is registrable in the Debt Security Register, upon surrender of this Debt Security for registration of transfer at the office or agency of the Issuer in any Place of Payment, duly endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Issuer, the Trustee and the Registrar duly executed by the Registered Holder or the Registered Holder's attorney duly authorized in writing, and thereupon the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Debt Security or Debt Securities of authorized denominations for a like aggregate principal amount.

The Debt Securities of this series are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Debt Securities of this series are exchangeable in whole or in part for a like aggregate principal amount of Debt Securities of this series and of like tenor and terms of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, no service charge shall be made for any such registration of transfer of Debt Securities, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Prior to due presentation for registration of transfer of this Debt Security, the Issuer, the Trustee, any paying agent or any Registrar may deem and treat the Person in whose name this Debt Security is registered as the absolute owner hereof for all purposes, whether or not this Debt Security shall be overdue, and none of the Issuer, the Trustee, any paying agent or any Registrar shall be affected by notice to the contrary.

An incorporator or any past, present or future director, officer, employee, controlling Person or stockholder, as such, of the Issuer or any successor shall not have any liability for any obligations of the Issuer under this Debt Security or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting this Debt Security, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Debt Security.

In the case of any conflict between the provisions of this Debt Security and the Indenture, the provisions of the Indenture shall control.

All terms used in this Debt Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Exhibit 5.1

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LATHAM & WATKINS LLP

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August 6, 2026

Quanta Services, Inc.
2727 North Loop West
Houston, Texas 77008

Re: Registration Statement No. 333-281209; $500,000,000 Aggregate Principal Amount of 4.850% Senior Notes Due 2029, $750,000,000 Aggregate Principal Amount of 5.300% Senior Notes Due 2033 and $750,000,000 Aggregate Principal Amount of 5.550% Senior Notes Due 2036

Ladies and Gentlemen:

We have acted as special counsel to Quanta Services, Inc., a Delaware corporation (the "***Company***"), in connection with the issuance of $500,000,000 aggregate principal amount of the Company's 4.850% Senior Notes due 2029 (the "***2029 Notes***"), $750,000,000 aggregate principal amount of the Company's 5.300% Senior Notes due 2033 (the "***2033 Notes***") and $750,000,000 aggregate principal amount of the Company's 5.550% Senior Notes due 2036 (together with the 2029 Notes and 2033 Notes, the "***Notes***"), under that certain Indenture, dated as of September 22, 2020 (the "***Base Indenture***"), by and between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the "***Trustee***"), as supplemented by that certain Tenth Supplemental Indenture dated as of the date hereof, between the Company and the Trustee (the "***Tenth Supplemental Indenture***"), that certain Eleventh Supplemental Indenture dated as of the date hereof, between the Company and the Trustee (the "***Eleventh Supplemental Indenture***") and that certain Twelfth Supplemental Indenture dated as of the date hereof, between the Company and the Trustee (together with the Tenth Supplemental Indenture and Eleventh Supplemental Indenture, the "***Supplemental Indentures***") (the Base Indenture, as so supplemented, the "***Indenture***"), and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on August 2, 2024 (Registration No. 333-281209) (the "***Registration Statement***"), an accompanying base prospectus, dated August 2, 2024, and included in the Registration Statement at the time it originally became effective (the "***Base Prospectus***"), and a final prospectus supplement, dated August 3, 2026, and filed with the Commission pursuant to Rule 424(b) under the Act on August 6, 2026 (together with the Base Prospectus, the "***Prospectus***"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein with respect to the issuance of each series of the Notes.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the Delaware General Corporation Law, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the applicable Supplemental Indentures have been duly authorized, executed, and delivered by all necessary corporate action of the Company, and when the Notes have been duly authorized, executed, issued, and authenticated in accordance with the terms of the Indenture and in the manner contemplated by the Prospectus and delivered against payment therefor in the circumstances contemplated by that certain underwriting agreement, dated August 3, 2026, by and among the underwriters named therein and the Company, the corresponding Notes will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Our opinion is subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) (a) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), (b) concepts of materiality, reasonableness, good faith and fair dealing, and (c) the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy. We express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) waivers of rights or defenses, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of any Notes, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive or discretionary determinations, (k) grants of setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability, if invalid, of provisions to the foregoing effect.

LATHAM & WATKINS LLP

With your consent, we have assumed (a) that the Indenture and the Notes (collectively, the "***Documents***") have been duly authorized, executed and delivered by the parties thereto other than the Company, (b) that each of the Documents constitute legally valid and binding obligations of the parties thereto other than the Company, enforceable against each of them in accordance with their respective terms and (c) that the status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Current Report on Form 8-K dated August 6, 2026 and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP