SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO SECTION 14(d)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

MYR GROUP INC.
(NAME OF SUBJECT COMPANY)

GPU, INC.
GPX ACQUISITION CORP.
(BIDDERS)

COMMON STOCK, $0.01 PAR VALUE
(TITLE OF CLASS OF SECURITIES)

554053108
(CUSIP NUMBER OF COMMON STOCK)

T.G. HOWSON
VICE PRESIDENT AND TREASURER
GPU, INC.
300 MADISON AVENUE
MORRISTOWN, NEW JERSEY 07962-1911
(973) 455-8200
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED TO
RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDERS)

WITH A COPY TO:
PAUL M. REINSTEIN, ESQ.
FRIED, FRANK, HARRIS, SHRIVER & JACOBSON
ONE NEW YORK PLAZA
NEW YORK, NEW YORK 10004-1930
(212) 859-8000

WITH A COPY TO:
DOUGLAS E. DAVIDSON, ESQ.
BERLACK, ISRAELS & LIBERMAN LLP
120 WEST 45TH STREET
NEW YORK, NEW YORK 10036
(212) 704-0100

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE
$242,842,918	$48,569

* For purposes of calculating fee only. This amount is based on a per share offering price of $30.10, for 8,067,871 shares of common stock. Pursuant to an Agreement and Plan of Merger, dated as of December 21, 1999, by and among GPU, Inc. ("Parent"), MYR Group Inc. (the "Company") and GPX Acquisition Corp. ("Offeror"), the Company represented to Parent and Offeror that, as of such date, the Company had (i) 6,429,135 shares of common stock outstanding, (ii) options to purchase 756,650 shares of common stock outstanding and (iii) convertible debt convertible into 882,086 shares of common stock outstanding. The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, equals 1/50 of one percent of the aggregate of the cash offered by Offeror.

[ ] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

AMOUNT PREVIOUSLY PAID: N/A FILING PARTY: N/A
FORM OR REGISTRATION NO.: N/A DATE FILED: N/A

This Tender Offer Statement on Schedule 14D-1 relates to a tender offer by GPX Acquisition Corp., a Delaware corporation ("Offeror") and a direct wholly owned subsidiary of GPU, Inc., a Pennsylvania corporation ("Parent"), to purchase all issued and outstanding shares of common stock, par value $0.01 per share (the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), at a purchase price of $30.10 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 29, 1999 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with the Offer to Purchase and any amendments or supplements to each document, collectively constitute the "Offer"), copies of which are filed as Exhibits (a)(1) and (a)(2), respectively, hereto and which are incorporated herein by reference. Offeror is a corporation that does not have any operations.

ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is MYR Group Inc. The address of the principal executive offices of the Company is 1701 W. Golf Road, Rolling Meadows, Illinois 60008.

(b) The information set forth in the Introduction and Section 1 ("Terms of the Offer; Expiration Date") of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 ("Price Range of Shares; Dividends") of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a) through (d), (g) This Schedule 14D-1 is filed by Parent and Offeror. The information set forth in the Introduction and Section 9 ("Certain Information Concerning Parent and Offeror") of the Offer to Purchase and in Schedule I thereto is incorporated herein by reference.

(e) and (f) None of Offeror or Parent or, to the best of their knowledge, any of the persons listed in Schedule I of the Offer to Purchase, has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a) and (b) The information set forth in the Introduction, Section 8 ("Certain Information Concerning the Company"), Section 9 ("Certain Information Concerning Parent and Offeror"), Section 11 ("Background of the Offer") and Section 12 ("Purpose of the Offer and the Merger; Plans for the Company; The Transaction Documents") of the Offer to Purchase is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) The information set forth in Section 10 ("Source and Amount of Funds") of the Offer to Purchase is incorporated herein by reference.

(b) and (c) Not applicable.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a) through (e) The information set forth in the Introduction, Section 12 ("Purpose of the Offer and the Merger; Plans for the Company; The Transaction Documents") and Section 13 ("Dividends and Distributions") of the Offer to Purchase is incorporated herein by reference.

(f) through (g) The information set forth in Section 7 ("Effect of the Offer on the Market for Shares; Stock Quotation; Exchange Act Registration; Margin Securities") of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) None.

(b) Not applicable.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in the Introduction, Section 1 ("Terms of the Offer; Expiration Date"), Section 9 ("Certain Information Concerning Parent and Offeror"), Section 10 ("Source and Amount of Funds"), Section 11 ("Background of the Offer"), Section 12 ("Purpose of the Offer and the Merger; Plans for the Company; The Transaction Documents"), Section 13 ("Dividends and Distributions") and Section 14 ("Certain Conditions to the Offer") of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in the Introduction and Section 16 ("Fees and Expenses") of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The information set forth in Section 9 ("Certain Information Concerning Parent and Offeror") of the Offer to Purchase is incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION.

(a) The information set forth in the Introduction, Section 1 ("Terms of the Offer; Expiration Date"), Section 9 ("Certain Information Concerning Parent and Offeror"), Section 11 ("Background of the Offer"), Section 12 ("Purpose of the Offer and the Merger; Plans for the Company; The Transaction Documents"), Section 13 ("Dividends and Distributions") and Section 14 ("Certain Conditions to the Offer") of the Offer to Purchase is incorporated herein by reference.

(b) and (c) The information set forth in Section 15 ("Certain Regulatory and Legal Matters") of the Offer to Purchase is incorporated herein by reference.

(d) The information set forth in Section 7 ("Effect of the Offer on the Market for Shares; Stock Quotation; Exchange Act Registration; Margin Securities") of the Offer to Purchase is incorporated herein by reference.

(e) None.

(f) The information set forth in the Offer to Purchase, a copy of which is attached as Exhibit (a)(1), and the Letter of Transmittal, a copy of which is filed as Exhibit (a)(2) hereto, is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

(a)(1) Offer to Purchase, dated December 29, 1999.
(a)(2) Letter of Transmittal.
(a)(3) Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(4) Letter from Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees to Clients.
(a)(5) Notice of Guaranteed Delivery.
(a)(6) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(7) Summary Announcement, dated December 29, 1999.
(a)(8) Joint Press Release, dated December 22, 1999.
(b) Not applicable.
(c)(1) Agreement and Plan of Merger, dated as of December 21, 1999, by and among Parent, Offeror and the Company.
(c)(2) Letter Agreement with Charles M. Brennan III and Byron D. Nelson, dated December 21, 1999.
(c)(3) Confidentiality Agreement, dated September 13, 1999, between GPU Service, Inc. and Berenson Minella & Company on behalf of the Company.
(d) None.
(e) Not applicable.
(f) None.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

GPU, INC.

By: /s/ T.G. HOWSON

Name: T.G. Howson
Title: Vice President and Treasurer

GPX ACQUISITION CORP.

By: /s/ T.G. HOWSON

Name: T.G. Howson
Title: Treasurer

Dated: December 29, 1999

EXHIBIT INDEX

EXHIBIT		DESCRIPTION NO.
(a)(1)	--	Offer to Purchase, dated December 29, 1999.
(a)(2)	--	Letter of Transmittal.
(a)(3)	--	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(4)	--	Letter from Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees to Clients.
(a)(5)	--	Notice of Guaranteed Delivery.
(a)(6)	--	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(7)	--	Summary Announcement, dated December 29, 1999.
(a)(8)	--	Joint Press Release, dated December 22, 1999.
(b)	--	Not applicable.
(c)(1)	--	Agreement and Plan of Merger, dated as of December 21, 1999, by and among Parent, Offeror and the Company.

(c)(2) -- Letter Agreement with Charles M. Brennan III and Byron D. Nelson, dated as of December 21, 1999

(c)(3) -- Confidentiality Agreement, dated September 13, 1999, between GPU Service, Inc. and Berenson Minella & Company on behalf of the Company.

(d) -- None.

(e) -- Not applicable.

(f) -- None.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF

MYR GROUP INC.
AT
$30.10 NET PER SHARE
BY

GPX ACQUISITION CORP.
A DIRECT WHOLLY OWNED SUBSIDIARY OF

GPU, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 29, 2000, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (A) SUCH NUMBER OF SHARES OF MYR GROUP INC. (THE "COMPANY") COMMON STOCK ("SHARES") HAVING BEEN VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE OF THE OFFER THAT, TOGETHER WITH SHARES BENEFICIALLY OWNED BY GPU, INC. ("PARENT") AND ANY OF ITS AFFILIATES ON THAT DATE, CONSTITUTE MORE THAN 50.1% OF THE SHARES, ASSUMING EXERCISE AND CONVERSION OF ALL OUTSTANDING OPTIONS AND CONVERTIBLE SECURITIES OF THE COMPANY AND (B) THE SECURITIES AND EXCHANGE COMMISSION HAVING ISSUED AN ORDER UNDER THE PUBLIC UTILITY HOLDING COMPANY ACT OF 1935, AS AMENDED, REASONABLY ACCEPTABLE TO PARENT AND GPX ACQUISITION CORP. ("OFFEROR") AUTHORIZING THE ACQUISITION OF SHARES, THE MERGER (AS DEFINED BELOW) AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT REFERRED TO HEREIN. SEE SECTIONS 12 AND 14.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT, DETERMINED THAT THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY (OTHER THAN PARENT AND ITS SUBSIDIARIES) AND RECOMMENDS THAT ALL STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER ALL THEIR SHARES PURSUANT TO THE OFFER.

IMPORTANT

Any stockholder desiring to tender all or any portion of such stockholder's Shares should either (i) complete and sign the related Letter of Transmittal (or a manually signed facsimile thereof) in accordance with the instructions in the Letter of Transmittal and mail or deliver the certificate(s) representing the tendered Shares, and all other required documents, to the Depositary or tender such Shares pursuant to the procedure for book-entry transfer set forth in Section 3 or (ii) request such stockholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such stockholder. A stockholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if such stockholder desires to tender such Shares.

A stockholder who desires to tender Shares and whose certificates representing such Shares are not immediately available or who cannot comply with the procedures for book-entry transfer on a timely basis may tender such Shares by following the procedures for guaranteed delivery set forth in Section 3.

Questions and requests for assistance may be directed to Georgeson & Co., the Information Agent, at its address and telephone number set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from the Information Agent or from brokers, dealers, commercial banks and trust companies.

THE INFORMATION AGENT FOR THE OFFER IS:

[GEORGESON SHAREHOLDER COMMUNICATIONS INC. LOGO]

December 29, 1999

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To the Holders of Common Stock of
MYR GROUP INC.

INTRODUCTION

GPX Acquisition Corp., a Delaware corporation ("Offeror") and a direct wholly owned subsidiary of GPU, Inc., a Pennsylvania corporation ("Parent"), hereby offers to purchase all outstanding shares of Common Stock, par value $0.01 per share (the "Common Stock" or the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), at a purchase price of $30.10 per Share, net to the seller in cash, without interest (the "Offer Price"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements hereto or thereto, collectively constitute the "Offer").

Offeror is a corporation that does not have any operations. For information concerning Parent, see Section 9.

Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Offer. Offeror will pay all charges and expenses of ChaseMellon Shareholder Services, L.L.C. (the "Depositary") and Georgeson & Co. (the "Information Agent").

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT, DETERMINED THAT THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY (OTHER THAN PARENT AND ITS SUBSIDIARIES) AND RECOMMENDS THAT ALL STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER ALL THEIR SHARES PURSUANT TO THE OFFER.

BERENSON MINELLA & COMPANY, THE COMPANY'S FINANCIAL ADVISOR (THE "FINANCIAL ADVISOR"), HAS DELIVERED TO THE BOARD OF DIRECTORS OF THE COMPANY ITS WRITTEN OPINION TO THE EFFECT THAT, AS OF DECEMBER 21, 1999, THE CONSIDERATION TO BE PAID TO STOCKHOLDERS OF THE COMPANY PURSUANT TO THE OFFER AND THE MERGER IS FAIR TO THE STOCKHOLDERS OF THE COMPANY FROM A FINANCIAL POINT OF VIEW. SUCH OPINION IS SET FORTH IN FULL AS AN ANNEX TO THE COMPANY'S SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 (THE "SCHEDULE 14D-9"), WHICH IS BEING MAILED TO STOCKHOLDERS OF THE COMPANY CONCURRENTLY HEREWITH.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (A) SUCH NUMBER OF SHARES HAVING BEEN VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE OF THE OFFER THAT, TOGETHER WITH SHARES BENEFICIALLY OWNED BY PARENT AND ANY OF ITS AFFILIATES ON THAT DATE, CONSTITUTE MORE THAN 50.1% OF THE SHARES, ASSUMING EXERCISE AND CONVERSION OF ALL OUTSTANDING OPTIONS AND CONVERTIBLE SECURITIES OF THE COMPANY (SUCH CONDITION, THE "MINIMUM CONDITION") AND (B) THE SECURITIES AND EXCHANGE COMMISSION HAVING ISSUED AN ORDER UNDER THE PUBLIC UTILITY HOLDING COMPANY ACT OF 1935, AS AMENDED (THE "1935 ACT"), REASONABLY ACCEPTABLE TO PARENT AND OFFEROR AUTHORIZING THE ACQUISITION OF SHARES, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT REFERRED TO HEREIN (THE "1935 ACT CONDITION"). SEE SECTIONS 12 AND 14.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of December 21, 1999 (the "Merger Agreement"), by and among Parent, Offeror and the Company, pursuant to which, as promptly as practicable following the later of the consummation of the Offer and the satisfaction or waiver of certain conditions, Offeror will be merged with and into the Company (the "Merger"). Following the consummation of the Merger, the Company will be the surviving corporation (the "Surviving Corporation"). In the Merger, each outstanding Share will be converted into, and become exchangeable for, the right to receive the highest

price paid pursuant to the Offer, subject to applicable withholding or backup withholding taxes, if any, payable to the holder thereof, without any interest thereon (the "Merger Consideration"), and the Company will become a direct wholly owned subsidiary of Parent. See Section 12.

If by 12:00 midnight, New York City time, on Tuesday, February 29, 2000 (or any other date or time then set as the Expiration Date), any or all conditions to the Offer have not been satisfied or waived, Offeror reserves the right (but shall not be obligated), subject to the terms and conditions contained in the Merger Agreement and to the applicable rules and regulations of the Securities and Exchange Commission (the "Commission"), to (i) terminate the Offer and not accept for payment any Shares and return all tendered Shares to tendering stockholders, (ii) waive all the unsatisfied conditions and, subject to complying with the terms of the Merger Agreement and the applicable rules and regulations of the Commission, accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not theretofore withdrawn, (iii) extend the Offer and, subject to the right of stockholders to withdraw Shares until the Expiration Date, retain the Shares that have been tendered during the period or periods for which the Offer is extended, or (iv) amend the Offer.

There can be no assurance that Offeror will exercise its right to extend the Offer. Any extension, waiver, amendment or termination will be followed, as promptly as practicable, by public announcement thereof. In the case of an extension, Rule 14e-1(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires that the announcement be issued no later than 9:00 a.m., eastern time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act, subject to applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that any material change in the information published, sent or given to stockholders in connection with the Offer be promptly disseminated to stockholders in a manner reasonably designed to inform stockholders of such change). Without limiting the obligation of Offeror under such rules or the manner in which Offeror may choose to make any public announcement, Offeror will not have any obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a release to the Dow Jones News Service.

In the Merger Agreement, Offeror has agreed that it will not, without the prior consent of the Company, extend the Offer, except that Offeror may, without the consent of the Company, (i) extend the Offer, from time to time beyond any scheduled expiration date, for a period not to exceed 20 business days, if at any scheduled expiration date, any of the conditions to Offeror's obligation to accept for payment, and pay for, the Shares is not satisfied or waived, until such time within such 20 business day period as Offeror reasonably concludes is necessary after all such conditions are satisfied or waived, (ii) extend the Offer for any period required by any rule, regulation, interpretation or position of the Commission or the staff thereof applicable to the Offer, and (iii) extend the Offer for an aggregate period of not more than 15 business days beyond the latest expiration date that would otherwise be permitted under clause (i) or (ii) of this sentence if there have not been tendered sufficient Shares

so that the Merger can be effected in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In addition, Offeror has agreed that, without the prior consent of the Company, it will not (i) waive the Minimum Condition, (ii) reduce the number of Shares to be purchased in the Offer, (iii) reduce the Offer Price, (iv) modify or add to the conditions to the Offer set forth in Section 14, (v) change the form of consideration payable in the Offer, or (vi) amend any other term of the Offer in a manner adverse to the holders of Common Stock. In addition to the foregoing, Parent may provide for a "subsequent offering period", to the extent provided in Rule 14d-11 under the Exchange Act, as in effect as of January 24, 2000, after the purchase of Shares pursuant to the Offer.

If Offeror makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer (including, with the consent of the Company, the Minimum Condition), Offeror will disseminate additional tender offer materials and extend the Offer to the extent required by Rules 14d-4(c), 14d-6(d) and 14e-l under the Exchange Act. The minimum period during which an offer must remain open following material changes in the terms of the offer or information concerning the offer, other than a change in price or a change in the percentage of securities sought, will depend upon the facts and circumstances then existing, including the relative materiality of the changed terms or information.

With respect to a change in price or a change in the percentage of securities sought, a minimum period of ten business days is generally required to allow for adequate dissemination to stockholders.

Based on the representations and warranties of the Company contained in the Merger Agreement, and information provided by the Company, as of December 21, 1999, (i) 6,429,135 Shares were issued and outstanding (including 335,927 shares of restricted stock issued under the Company's stock option and restricted stock plans which are subject to forfeiture), (ii) no Shares were held in treasury, (iii) no class or series of preferred stock of the Company was issued, (iv) options to purchase 756,650 Shares which were granted pursuant to the Company's stock option plans were outstanding, and (v) convertible notes of the Company that are convertible into 882,086 Shares (with the Company having the right to repurchase 600,183 of such Shares at $5.67954 per Share) were outstanding.

Pursuant to the Merger Agreement, all stock options to purchase Shares (each, a "Stock Option") outstanding immediately prior to the Effective Time (as defined below) will, by virtue of the Merger and without any action on the part of the holder thereof, entitle the holder thereof to receive in settlement of the exercisable portion thereof a cash payment from the Company in an amount (the "Option Cash-Out Amount"), if any, equal to the product of (i) the excess of the Merger Consideration over the per share exercise price of such Stock Option, and (ii) the total number of Shares that the holder of such Stock Option is entitled to purchase under such portion of the Stock Option (whereupon such portion of the Stock Option will be canceled). Each Stock Option, or portion thereof, that is not exercisable at the Effective Time will be canceled as of such time and the holder thereof will become entitled to receive on the date such Stock Option, or portion thereof, otherwise would have become exercisable a cash payment from the Company in an amount equal to the Option Cash-Out Amount. Notwithstanding the foregoing, subject to the receipt of any required regulatory approvals, within 20 business days after the Effective Time each holder of Stock Options may elect in writing, in lieu of the cash settlement set forth in the two immediately preceding sentences, to have any of such outstanding Stock Options assumed by Parent, which assumed Stock Options will continue to have, and be subject to, the same terms and conditions set forth in the stock option plans and agreements pursuant to which the Stock Options were issued as in effect immediately prior to the Effective Time, with appropriate adjustments.

As of the Effective Time, each outstanding award of Company restricted stock ("Restricted Stock") will, by virtue of the Merger and without any action on the part of the holder thereof, entitle the holder thereof to receive in settlement of the vested portion thereof a cash payment from the Company in an amount (the "Restricted Stock Cash-Out Amount") equal to the product of (i) the Merger Consideration and (ii) the total number of vested shares of Restricted Stock to which the holder is entitled. With respect to any shares of Restricted Stock that are not vested at the Effective Time, each holder thereof will become entitled to receive on the date such shares of Restricted Stock become vested a cash payment from the Company in an amount equal to the Restricted Stock Cash-Out Amount. Notwithstanding the foregoing, if the approval of Parent's

Board of Directors and any required regulatory approvals are obtained, within 20 business days after the Effective Time, each holder of Restricted Stock, whether or not vested, may elect in writing, in lieu of the cash settlement set forth in the preceding two sentences, to have all or any part of such outstanding Restricted Stock converted into Parent restricted stock ("Parent Restricted Stock"), subject to the same terms and conditions set forth in the plans and agreements pursuant to which the Restricted Stock was issued as in effect immediately prior to the Effective Time, with appropriate adjustments.

Based on the foregoing, the Minimum Condition will be satisfied if 4,033,936 Shares are validly tendered and not withdrawn prior to the Expiration Date. The number of Shares required to be validly tendered and not withdrawn in order to satisfy the Minimum Condition will increase to the extent additional Shares or securities exercisable or convertible into Shares become outstanding.

The consummation of the Merger is subject to the satisfaction or waiver of a number of conditions, including, if required, the approval of the Merger by the requisite vote or consent of the stockholders of the Company. Under the Delaware Law and the Company's certificate of incorporation, the stockholder vote necessary to approve the Merger will be the affirmative vote of the holders of at least a majority of the outstanding Shares, including Shares held by Offeror and its affiliates. Accordingly, if Offeror acquires a

majority of the outstanding Shares, Offeror will have the voting power required to approve the Merger without the affirmative vote of any other stockholders of the Company. Furthermore, if Offeror acquires at least 90% of each class of outstanding shares pursuant to the Offer or otherwise, Offeror would be able to effect the Merger pursuant to the "short-form" merger provisions of Section 253 of the Delaware Law, without prior notice to, or any action by, any other stockholder of the Company. In such event, Offeror intends to effect the Merger as promptly as practicable following the purchase of Shares in the Offer. The Merger Agreement is more fully described in Section 12.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER. THIS OFFER TO PURCHASE CONTAINS FORWARD-LOOKING STATEMENTS THAT INVOLVE RISKS AND UNCERTAINTIES, INCLUDING THE RISKS ASSOCIATED WITH SATISFYING THE CONDITIONS TO THE OFFER. CERTAIN OF THESE RISK FACTORS, AS WELL AS ADDITIONAL RISKS AND UNCERTAINTIES, ARE DETAILED IN THE COMPANY'S PERIODIC FILINGS WITH THE COMMISSION.

1. TERMS OF THE OFFER; EXPIRATION DATE.

Upon the terms and subject to the conditions to the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Offeror will accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not withdrawn in accordance with Section 4. The term "Expiration Date" means 12:00 midnight, New York City time, on Tuesday, February 29, 2000, unless and until Offeror (subject to the terms of the Merger Agreement) shall have extended the period of time during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by Offeror, shall expire.

Consummation of the Offer is conditioned upon satisfaction of the Minimum Condition, the 1935 Act Condition and the other conditions set forth in Section 14. Subject to the terms and conditions contained in the Merger Agreement, Offeror reserves the right (but shall not be obligated) to waive any or all such conditions.

The Company is providing Offeror with its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed by Offeror to record holders of Shares and will be furnished by Offeror to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR SHARES.

Subject to and in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Offeror will accept for payment and will pay for all Shares validly tendered prior to the Expiration Date, and not properly withdrawn in accordance with Section 4, as soon as practicable after the Expiration Date. Offeror expressly reserves the right to delay acceptance for payment of, or payment for, Shares in order to comply in whole or in part with any applicable law. Any such delays will be effected in compliance with Rule 14e-1(c) under the Exchange Act (relating to Offeror's obligation to pay for or return tendered Shares promptly after the termination or withdrawal of the Offer).

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares or timely confirmation (a "Book-Entry Confirmation") of the book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company or the Philadelphia Depository Trust Company (each a "Book-Entry Transfer Facility" and, collectively, the "Book-Entry Transfer Facilities") pursuant to the procedures set forth in Section 3, (ii) a Letter of Transmittal (or a manually signed facsimile thereof) properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry transfer, and (iii) any other documents required by the Letter of Transmittal.

The per Share consideration paid to any stockholder pursuant to the Offer will be the highest per Share consideration paid to any other stockholder pursuant to the Offer.

The term "Agent's Message" means a message, transmitted by a Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, that states that such Book-Entry Transfer Facility has received an express acknowledgment from the participant in such Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Offeror may enforce such agreement against such participant.

For purposes of the Offer, Offeror will be deemed to have accepted for payment (and thereby purchased) Shares validly tendered to Offeror and not withdrawn on or prior to the Expiration Date if, as and when Offeror gives oral or written notice to the Depositary of Offeror's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from Offeror and transmitting payment to tendering stockholders. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY OFFEROR, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

If any tendered Shares are not purchased pursuant to the Offer because of an invalid tender or otherwise, certificates for any such Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares delivered by book-entry transfer of such Shares into the Depositary's account at a Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3, such Shares will be credited to an account maintained at the appropriate Book-Entry Transfer Facility), as promptly as practicable after the expiration or termination of the Offer.

3. PROCEDURES FOR TENDERING SHARES.

Valid Tender. For Shares to be validly tendered pursuant to the Offer, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), together with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer of Shares, and any other documents required by the Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date. In addition, either (i) certificates for tendered Shares must be received by the Depositary along with the Letter of Transmittal at one of such addresses or such Shares must be tendered pursuant to the procedure for book-entry transfer set forth below (and a Book-Entry

Confirmation received by the Depositary), in each case prior to the Expiration Date, or (ii) the tendering stockholder must comply with the guaranteed delivery procedures set forth below.

THE METHOD OF DELIVERY OF SHARE CERTIFICATES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. SHARES WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at each Book-Entry Transfer Facility for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in either of the Book-Entry Transfer Facilities' systems may make book-entry delivery of Shares by causing a Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at a Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry at a Book-Entry Transfer Facility, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees or an Agent's Message in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal, must, in any case, be transmitted to, and received by, the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering stockholder must comply with the guaranteed delivery procedures described below. DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH SUCH BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal if (i) the Letter of Transmittal is signed by the registered holder of Shares (which term, for purposes of this Section, includes any participant in either of the Book-Entry Transfer Facilities whose name appears on a security position listing as the owner of the Shares) tendered therewith and such registered holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) such Shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of a recognized Medallion Program approved by The Securities Transfer Association, Inc. (an "Eligible Institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be issued to a person other than the registered holder of the certificates surrendered, the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holders or owners appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instruction 5 to the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and such stockholder's certificates for Shares are not immediately available or the procedure for a book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary prior to the Expiration Date, such stockholder's tender may be effected if all the following conditions are met:

(1) such tender is made by or through an Eligible Institution;

(2) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Offeror herewith, is received by the Depositary as provided below, prior to the Expiration Date; and

(3) the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to such Shares),

together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), with any required signature guarantees and any other documents required by the Letter of Transmittal, are received by the Depositary within three Trading Days after the date of execution of such Notice of Guaranteed Delivery. A "Trading Day" is any day on which the New York Stock Exchange is open for business.

The Notice of Guaranteed Delivery may be delivered by hand to the Depositary or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a signature guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

Notwithstanding any other provision hereof, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (i) certificates for the Shares or a Book-Entry Confirmation with respect to such Shares, (ii) a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees or an Agent's Message in connection with a book-entry delivery of Shares, and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations are actually received by the Depositary. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY OFFEROR, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

The valid tender of Shares pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and Offeror upon the terms and subject to the conditions of the Offer.

Backup Withholding. Under the United States federal income tax backup withholding rules, payments in connection with the Offer or the Merger may be subject to "backup withholding" as discussed in Section 5.

Appointment. By executing the Letter of Transmittal, the tendering stockholder will irrevocably appoint designees of Offeror as such stockholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to

the Shares tendered by such stockholder and accepted for payment by Offeror and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares on or after December 29, 1999. All such proxies shall be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, Offeror accepts for payment Shares tendered by such stockholder as provided herein. Upon such acceptance for payment, all prior powers of attorney and proxies given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney and proxies may be given (and, if given, will not be deemed effective). The designees of Offeror will thereby be empowered to exercise all voting and other rights with respect to such Shares or other securities or rights in respect of any annual, special or adjourned meeting of the Company's stockholders, or otherwise, as they in their sole discretion deem proper. Offeror reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Offeror's acceptance for payment of such Shares, Offeror must be able to exercise full voting and other rights with respect to such Shares and other securities or rights, including voting at any meeting of stockholders then scheduled.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Offeror, in its sole discretion, which determination will be final and binding. Offeror reserves the absolute right to reject any or all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of Offeror's counsel, be unlawful. Offeror also reserves the absolute right, in its sole discretion, subject to the terms and conditions of the Merger Agreement, to waive any of the conditions to the Offer or any defect or irregularity in any tender with respect to any particular Shares, whether or not similar defects or irregularities are waived in the case of other Shares. No tender of Shares will be deemed to have been validly made until all defects or irregularities relating

thereto have been cured or waived. None of Parent, Offeror, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Offeror's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

4. WITHDRAWAL RIGHTS.

Except as otherwise provided in this Section 4, tenders of Shares are irrevocable. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth below at any time prior to the Expiration Date and, unless accepted for payment and paid for by Offeror pursuant to the Offer, may also be withdrawn at any time after February 26, 2000.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If certificates for Shares have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer set forth in Section 3, the notice of withdrawal must specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for any purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures described in Section 3 at any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by Offeror in its sole discretion, which determination will be final and binding. None of Offeror, Parent, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES.

The following is a summary of certain federal income tax consequences of the Offer and the Merger to holders whose Shares are purchased pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. The summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable current and proposed United States Treasury Regulations issued thereunder, judicial authority and administrative rulings and practice, all of which are subject to change, possibly with retroactive effect, at any time and, therefore, the following statements and conclusions could be altered or modified. The discussion does not address holders of Shares in whose hands Shares are not capital assets, nor does it address holders who received Shares as part of a hedging, "straddle," conversion or other integrated transaction, upon conversion of securities or exercise of warrants or other rights to acquire Shares or pursuant to the exercise of employee stock options or otherwise as compensation, or to holders of Shares who are in special tax situations (such as insurance companies, tax-exempt organizations, financial institutions, United States expatriates or non-U.S. persons). Furthermore, the discussion does not address the tax treatment of holders who exercise appraisal rights in the Merger, nor does it address any aspect of foreign, state or local taxation or estate and gift taxation.

THE FEDERAL INCOME TAX CONSEQUENCES SET FORTH BELOW ARE INCLUDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. BECAUSE INDIVIDUAL CIRCUMSTANCES MAY DIFFER, EACH HOLDER OF SHARES SHOULD CONSULT SUCH HOLDER'S OWN TAX ADVISOR TO DETERMINE THE APPLICABILITY OF THE RULES DISCUSSED BELOW TO SUCH STOCKHOLDER AND THE PARTICULAR TAX EFFECTS OF THE OFFER AND THE MERGER, INCLUDING THE APPLICATION AND EFFECT OF STATE, LOCAL AND OTHER INCOME TAX LAWS.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for federal income tax purposes under the Code (and also may be a taxable transaction under applicable state, local, foreign and other income tax laws). In general, for federal income tax purposes, a holder of Shares will recognize gain or loss in an amount equal to the difference between its adjusted tax basis in the Shares sold pursuant to the Offer or converted into the right to receive cash in the Merger and the amount of cash received therefor. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer or converted to cash in the Merger. Such gain or loss will be capital gain or loss and will be long-term gain or loss if, on the date of sale (or, if applicable, the date of the Merger), the Shares were held for more than one year.

Under the United States federal income tax backup withholding rules, payments in connection with the Offer or the Merger may be subject to "backup withholding" at a rate of 31%. In order to avoid backup withholding, each tendering stockholder, unless an exemption applies, must provide the Depositary with such stockholder's correct taxpayer identification number and certify that such stockholder is not subject to such backup withholding by completing the Substitute Form W-9 included in the Letter of Transmittal. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons generally are entitled to an exemption from backup withholding, including corporations, financial institutions and certain foreign individuals. Each stockholder should consult with such holder's own tax advisor as to such holder's qualification for exemption from backup withholding and the procedure for obtaining such an exemption.

All stockholders surrendering Shares pursuant to the Offer should complete and sign the main signature form and the Substitute Form W-9 included as part of the Letter of Transmittal to provide the information and certification necessary to avoid backup withholding (unless an applicable exemption exists and is proved in a manner satisfactory to Offeror and the Depositary). Noncorporate foreign stockholders should complete and sign the main signature form and a Form W-8, Certificate of Foreign Status, a copy of which may be obtained from the Depositary, in order to avoid backup withholding. See Instruction 9 to the Letter of Transmittal.

6. PRICE RANGE OF SHARES; DIVIDENDS.

The Shares are included for trading on the New York Stock Exchange under the trading symbol "MYR". The following table sets forth, for the periods indicated, the high and low sales prices per Share on the New York Stock Exchange and the aggregate per share of Common Stock amount of dividends paid on the Common Stock (the stock price and dividends declared reflect a five-for-three stock split in the form of a stock dividend on December 15, 1997).

	HIGH	LOW	DIVIDEND AMOUNT
1997:			
First Quarter	$ 8.40	$ 7.20	$0.033
Second Quarter	$10.99	$ 6.98	$0.033
Third Quarter	$14.18	$10.50	$0.033
Fourth Quarter	$14.85	$12.44	$0.033
1998:			
First Quarter	$12.81	$11.31	$0.035
Second Quarter	$14.25	$11.31	$0.035
Third Quarter	$16.88	$10.69	$0.035
Fourth Quarter	$12.88	$10.13	$0.035
1999:			
First Quarter	$12.00	$10.06	$0.0375
Second Quarter	$18.00	$11.75	$0.0375
Third Quarter	$22.50	$16.75	$0.0375
Fourth Quarter (through December 28, 1999)	$29.50	$17.88	$0.0375

On December 21, 1999, the last full trading day before the public announcement of the execution of the Merger Agreement, the closing sales price per Share as reported on the New York Stock Exchange was $21. On December 28, 1999, the last full trading day before the commencement of the Offer, the closing sales price per Share as reported on the New York Stock Exchange was $29.38. STOCKHOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES.

7. EFFECT OF THE OFFER ON THE MARKET FOR SHARES; STOCK QUOTATION; EXCHANGE ACT REGISTRATION; MARGIN SECURITIES.

The purchase of Shares pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining Shares, if any, held by the public.

The Shares are currently listed and traded on the New York Stock Exchange (the "NYSE"), which constitutes the principal trading market for the Shares. According to the NYSE's published guidelines, the NYSE would consider delisting the Shares if, among other things, the number of record holders of at least 100 Shares falls below 1,200, the number of publicly held Shares (exclusive of holdings of officers, directors and their families and other concentrated holdings of 10% or more ("NYSE Excluded Holdings")) falls below 600,000 or the aggregate market value of publicly held Shares (exclusive of NYSE Excluded Holdings) falls below $5,000,000. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the requirements of the NYSE for continued listing and the listing of Shares is discontinued, the market for the Shares could be adversely affected. If the NYSE were to delist the Shares, it is possible that the Shares would continue to trade on another securities exchange or in the over-the-counter market and that price or other quotations would be reported by other sources. The extent of the public market for such Shares and the availability of such quotations would depend, however, upon such factors as the number of stockholders and/or the aggregate market value of such publicly held securities remaining outstanding at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act as described below, and other factors. Parent cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether it would cause future market prices to be greater or less than the Offer Price.

The Shares are currently registered under the Exchange Act. Registration of the Shares under the Exchange Act may be terminated upon application of the Company to the Commission if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its stockholders and to the Commission and would make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders, and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 or 144A promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated.

Parent intends to seek delisting of the Shares from the New York Stock Exchange and to cause the Company to apply for termination of registration of the Shares under the Exchange Act as soon after the consummation of the Offer as the requirements for such delisting and termination are met. If registration of the Shares is not terminated prior to the Merger, then the Shares will cease to be reported on the New York Stock Exchange and the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those

described above regarding listing and market quotations, it is possible that following the Offer the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and therefore could no longer be used as collateral for loans made by brokers.

8. CERTAIN INFORMATION CONCERNING THE COMPANY.

Except as specifically set forth herein, the historical information concerning the Company contained in this Offer to Purchase, including financial information, has been taken from or based upon publicly available documents and records on file with the Commission and other public sources. None of Parent, Offeror, the Information Agent or the Depositary assumes any responsibility for the accuracy or completeness of the information concerning the Company contained in such documents and records or for any failure by the Company to disclose to Parent or Offeror events that may have occurred or may affect the significance or accuracy of any such information.

The Company is a Delaware corporation with its principal place of business located at Three Continental Towers, 1701 W. Golf Road, Suite 1012, Rolling Meadows, Illinois 60008. According to the Company's Annual Report on Form 10-K for the year ended December 31, 1998 (the "Company Form 10-K"), the Company, which conducts its business through its direct and indirect operating subsidiaries, provides construction services that are principally involved in two areas, infrastructure services and commercial/ industrial services. The commercial/industrial services include electrical construction and mechanical construction.

Set forth below is certain selected historical consolidated financial information with respect to the Company and its subsidiaries excerpted or derived from the audited consolidated financial statements included in the Company Form 10-K and from the unaudited consolidated financial statements included in the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1999. More comprehensive financial information is included in such reports and other documents filed by the Company with the Commission, and the following summary is qualified in its entirety by reference to such reports and such other documents and all the financial information (including any related notes) contained therein. The reports and other documents filed with the Commission should be available for inspection and copies thereof should be obtainable in the manner set forth below under "Available Information".

MYR GROUP INC.

SELECTED HISTORICAL FINANCIAL DATA

	NINE MONTHS ENDED SEPTEMBER 30,		YEAR ENDED DECEMBER 31,		
	1999	1998	1998	1997	1996
	(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)				
STATEMENT OF OPERATIONS DATA:					
Contract revenue	$348,116	$342,619	$459,343	$431,276	$310,577
Contract cost	306,645	310,413	414,123	391,616	278,936
Gross profit	41,471	32,206	45,220	39,660	31,641
Selling, general and administrative expenses	25,967	22,064	30,885	28,164	23,623
Income from operations	15,504	10,142	14,335	11,496	8,018
Other income (expense)					
Interest income	76	9	31	40	23
Interest expense	(760)	(1,588)	(2,160)	(1,720)	(1,826)
Gain (loss) on sale of property and equipment	742	500	550	(76)	668
Other	(93)	1	175	178	(483)
Income from continuing operations before income taxes	15,469	9,064	12,931	9,918	6,400

Income tax expense.....	6,188	3,626	5,043	3,967	2,432
Income from continuing operations.....	9,281	5,438	7,888	5,951	3,968
Gain (loss) from discontinued operations.....	--	--	--	602	(530)
Net income.....	$ 9,281	$ 5,438	$ 7,888	$ 6,553	$ 3,438
Basic net income (loss) per common share.....					
Earnings per share					
Basic.....	$ 1.57	$ .97	$ 1.40	$ 1.20	$ .64
Diluted.....	$ 1.38	$ .82	$ 1.40	$ .96	$ .54

	AT SEPTEMBER 30,	AT DECEMBER 31,	
	1999	1998	1997
	(IN THOUSANDS)		
BALANCE SHEET DATA (AT END OF PERIOD):			
Total current assets.....	$103,575	$92,968	$99,999
Total assets.....	120,769	110,199	117,424
Total current liabilities.....	67,013	62,792	77,401
Total liabilities.....	72,293	70,851	86,346

Certain Company Projections

To the knowledge of Parent and Offeror, the Company does not as a matter of course make public forecasts as to its future financial performance. However, in connection with the preliminary discussions concerning the feasibility of the Offer and the Merger, the Company furnished Parent with certain financial projections.

The projections set forth below (the "Projections") are derived or excerpted from information provided by the Company and are based on numerous assumptions concerning future events. The Projections have not been adjusted to reflect the effects of the Offer or the Merger. The Projections should be read together with the other information contained in this Section 8.

	YEAR ENDING DEC. 31,	
	1999	2000
	(IN MILLIONS, EXCEPT PER SHARE DATA)	
Revenue.....	$464.9	$519.9
Net Income.....	12.8	16.5
Earnings Per Share.....	$ 1.90	$ 2.40

The Company also estimated that a purchaser of the Company could potentially achieve over time annual cost savings of between $2.9 million and $4.1 million.

THE PROJECTIONS WERE NOT PREPARED WITH A VIEW TO PUBLIC DISCLOSURE OR COMPLIANCE WITH PUBLISHED GUIDELINES OF THE COMMISSION OR THE GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS REGARDING PROJECTIONS OR FORECASTS AND ARE INCLUDED HEREIN ONLY BECAUSE SUCH INFORMATION WAS PROVIDED TO PARENT. THESE FORWARD-LOOKING STATEMENTS ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE PROJECTIONS. THE PROJECTIONS REFLECT NUMEROUS ASSUMPTIONS (NOT ALL OF WHICH WERE STATED IN THE PROJECTIONS AND NOT ALL OF WHICH WERE PROVIDED TO PARENT), ALL MADE BY MANAGEMENT OF THE COMPANY, WITH RESPECT TO INDUSTRY PERFORMANCE, GENERAL BUSINESS, ECONOMIC, MARKET AND FINANCIAL CONDITIONS AND OTHER MATTERS, ALL OF WHICH ARE DIFFICULT TO PREDICT, MANY OF WHICH ARE BEYOND

THE COMPANY'S CONTROL AND NONE OF WHICH WERE SUBJECT TO APPROVAL BY PARENT OR OFFEROR. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE ASSUMPTIONS MADE IN PREPARING THE PROJECTIONS WILL PROVE ACCURATE, AND ACTUAL RESULTS MAY BE MATERIALLY GREATER OR LESS THAN THOSE CONTAINED IN THE PROJECTIONS. THE INCLUSION OF THE PROJECTIONS HEREIN SHOULD NOT BE REGARDED AS AN INDICATION THAT ANY OF PARENT, OFFEROR OR THE COMPANY OR THEIR RESPECTIVE REPRESENTATIVES CONSIDERED OR CONSIDER THE PROJECTIONS TO BE A RELIABLE PREDICTION OF FUTURE EVENTS, AND THE PROJECTIONS SHOULD NOT BE RELIED UPON AS SUCH. NONE OF PARENT OR OFFEROR AND THEIR RESPECTIVE REPRESENTATIVES ASSUMES ANY RESPONSIBILITY FOR THE VALIDITY, REASONABLENESS, ACCURACY OR COMPLETENESS OF THE PROJECTIONS. NONE OF PARENT, OFFEROR, THE COMPANY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES HAS MADE, OR MAKES, ANY REPRESENTATION TO ANY PERSON REGARDING THE INFORMATION CONTAINED IN THE PROJECTIONS AND NONE OF THEM INTENDS TO UPDATE OR OTHERWISE REVISE THE PROJECTIONS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN MADE OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING THE PROJECTIONS ARE SHOWN TO BE IN ERROR.

Available Information

The Company is subject to the reporting requirements of the Exchange Act and, in accordance therewith, is required to file reports and other information with the Commission relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, options granted to them, the principal holders of the Company's securities and any material interests of such persons in transactions with the Company is required to be disclosed in proxy statements distributed to the Company's stockholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection at the public reference facilities of the Commission located at 450 Fifth Street, N.W., Washington, D.C. 20549. Copies should be obtainable, by mail, upon payment of the Commission's customary charges, by writing to the Commission's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. The Commission also maintains a World Wide Web site on

the Internet at http://www.sec.gov that contains reports, proxy statements and other information regarding registrants that file electronically with the Commission.

9. CERTAIN INFORMATION CONCERNING PARENT AND OFFEROR.

Parent is a holding company registered under the Public Utility Holding Company Act of 1935, as amended (the "1935 Act"). Parent does not directly operate any utility properties, but owns all the outstanding common stock of three domestic electric utilities serving customers in New Jersey -- Jersey Central Power & Light Company -- and Pennsylvania -- Metropolitan Edison Company and Pennsylvania Electric Company. Through its subsidiaries, Parent also owns and operates electric and gas transmission and distribution systems in foreign countries as well as develops and operates generation facilities in the United States and foreign countries. Parent and its consolidated affiliates have approximately 9,000 employees worldwide. For the year ended December 31, 1998, Parent and its subsidiaries had operating revenues of approximately $4.2 billion, and net earnings of approximately $360 million. The stockholders' equity of Parent and its subsidiary companies at September 30, 1999 was approximately $3.6 billion. Parent's principal executive offices are located at 300 Madison Avenue, Morristown, New Jersey 07962. Parent is subject to the reporting requirements of the Exchange Act and, in accordance therewith, is required to file reports and other information with the Commission relating to its business, financial condition and other matters. Information as of particular dates concerning Parent's directors and officers, their remuneration, options granted to them, the principal holders of Parent's securities and any material interests of such persons in transactions with Parent is required to be disclosed in proxy statements distributed to Parent's stockholders and filed with the Commission. Such reports and other documents should be available for inspection and copies should be attainable from the offices of the Commission in the same manner as set forth under "Available Information" in Section 8 above.

Offeror, a Delaware corporation, is a wholly owned subsidiary of Parent that does not have any operations. The offices of Offeror are located at 300 Madison Avenue, Morristown, New Jersey 07962. Parent directly owns all the outstanding capital stock of Offeror. It is not anticipated that, prior to the consummation of the Offer and the Merger, Offeror will have any significant

assets or liabilities or will engage in any activities other than those incident to the Offer and the Merger.

For certain information concerning the directors and executive officers of Parent and Offeror, see Schedule I to this Offer to Purchase.

Except as set forth in this Offer to Purchase: (i) none of Parent nor Offeror nor, to the best knowledge of any of the foregoing, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority owned subsidiary of any of the foregoing, beneficially owns or has a right to acquire any Shares or any other equity securities of the Company; (ii) none of Parent nor Offeror nor, to the best knowledge of any of the foregoing, any of the persons or entities referred to in clause (i) above or any of their executive officers, directors, or subsidiaries has effected any transaction in the Shares or any other equity securities of the Company during the past 60 days; (iii) none of Parent nor Offeror nor, to the best knowledge of any of the foregoing, any of the persons listed in Schedule I to this Offer to Purchase has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, contracts, arrangements, understandings or relationships concerning the transfer or voting thereof, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations; (iv) since January 1, 1996, there have been no transactions or business relationships which would be required to be disclosed under the rules and regulations of the Commission between any of Parent, Offeror or any of their respective subsidiaries or, to the best knowledge of any of Parent or Offeror, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or any of its executive officers, directors or affiliates, on the other hand; and (v) since January 1, 1996, there have been no contacts, negotiations or transactions between any of Parent, Offeror or any of their respective subsidiaries or, to the best knowledge of any of Parent, Offeror or any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition

of securities, an election of directors or a sale or other transfer of a material amount of assets of the Company or any of its subsidiaries.

Each of Parent and Offeror disclaims that it is an "affiliate" of the Company within the meaning of Rule 13e-3 under the Exchange Act.

10. SOURCE AND AMOUNT OF FUNDS.

The total amount of funds required by Offeror to purchase all of the Shares (assuming that (i) all Shares issuable upon the exercise of outstanding vested Stock Options are tendered, (ii) all Shares of vested Restricted Stock are tendered, and (iii) all Shares issuable upon the conversion of the Company's convertible notes that cannot be repurchased by the Company are tendered) and to pay related fees and expenses is expected to be approximately $202 million. Offeror intends to obtain all of such funds from Parent which in turn will obtain such funds from Parent's existing commercial bank lines or the sale of commercial paper.

11. BACKGROUND OF THE OFFER.

In July 1999, Parent contacted representatives of the Company to determine mutual interest in a potential transaction involving Parent and the Company. Parent expressed an interest in pursuing discussions with the Company regarding a potential acquisition of the Company by Parent.

On July 22, 1999, representatives of the Company met with representatives of Parent, at Parent's invitation, concerning a possible acquisition of the Company by Parent. The discussions included strategy, business fit, and background information with respect to the Company's and Parent's businesses.

In August 1999, Parent was contacted by a representative of the Financial Advisor who informed Parent that the Company was conducting a process in which interested parties were being asked to submit proposals to acquire the Company and discussed the timing and procedures associated with that process.

On September 14, 1999, Parent and the Financial Advisor on behalf of the Company executed a Confidentiality Agreement. On September 15, 1999, Parent received from the Company an Information Memorandum describing the Company and its business.

On September 27, 1999, a representative of the Financial Advisor met with representatives of Parent to discuss general information concerning the Company and the bidding process.

On October 7, 1999, Parent submitted a preliminary indication of interest to the Financial Advisor. Shortly thereafter, the Financial Advisor notified Parent that Parent was invited to participate in the second stage of the bidding process.

On November 2, 1999, a representative of the Financial Advisor again met with a representative of Parent to discuss general information concerning the Company.

On November 8, 1999, management of the Company made a presentation to representatives of Parent, and Parent, together with representatives of PriceWaterhouseCoopers LLP, Parent's accountants, and other advisors of Parent, began their due diligence review of the Company, which included meeting with representatives of Ernst & Young, the Company's independent auditors.

Between November 8 and November 20, 1999, representatives of PriceWaterhouseCoopers had several telephone discussions with a representative of the Company concerning PriceWaterhouseCoopers' due diligence review on behalf of Parent.

On November 16, 1999, representatives of PriceWaterhouseCoopers visited the Company's offices to conduct due diligence of the Company and representatives of Parent, PriceWaterhouseCoopers, the Financial Advisor and the Company discussed due diligence matters by telephone conference.

On November 29, 1999, Charles M. Brennan III, Chairman and Chief Executive Officer of the Company, met with Fred D. Hafer, Chairman, President and Chief Executive Officer of Parent, to discuss terms of the potential transaction.

On December 1, 1999, the Financial Advisor provided the proposed form of merger agreement (followed on December 3, 1999 by requests for final firm offers) and set December 7, 1999 as the date for submission of definitive proposals (which date was subsequently extended to December 10, 1999).

On December 2, 1999, Parent's Board of Directors approved Parent's proposal for the acquisition of the Company.

On December 10, 1999, Parent delivered to the Company a letter indicating, among other things, its interest in acquiring the Company, subject to negotiation of definitive documentation. Parent also delivered to the Company a revision of the draft merger agreement that had been proposed by the Company.

On December 13, 1999, a representative of the Financial Adviser negotiated with a representative of Parent concerning price. On December 14, 1999, the Company informed Parent that, subject to the negotiation and execution of a final merger agreement, Parent would be the successful bidder.

On December 14, 1999, counsel for the Company and counsel for Parent began negotiating the terms of the Merger Agreement. On December 16, 1999, Mr. Brennan and William S. Skibitsky, President and Chief Operating Officer of the Company, met with Mr. Hafer and negotiated certain provisions of the Merger Agreement. Negotiations concerning those and other provisions continued among counsel and other representatives of both parties through December 21, when the terms of the Merger Agreement were finalized.

After the market closed on December 21, 1999, the Merger Agreement was executed and delivered, and on December 22, 1999, Parent and the Company issued a joint press release announcing the execution of the Merger Agreement.

12. PURPOSE OF THE OFFER AND THE MERGER; PLANS FOR THE COMPANY; THE TRANSACTION DOCUMENTS.

Purpose of the Offer and the Merger

The purpose of the Offer is to enable Parent to acquire control of, and the entire equity interest in, the Company. The purpose of the Merger is to acquire all outstanding Shares not purchased pursuant to the Offer. Following the completion of the Offer, Parent intends to acquire any remaining Shares not then owned, by consummating the Merger. In the Merger, each outstanding Share (other than Shares held by stockholders who properly exercise their appraisal rights) will be converted into the right to receive the Merger Consideration, without interest, and the Company will become a wholly owned subsidiary of Parent.

The acquisition of the entire interest in the Company is structured as a cash tender offer followed by a merger in order to expedite the opportunity for Parent to obtain a controlling interest in the Company. Under the Delaware Law and the Company's certificate of incorporation, the affirmative vote of the holders of a majority of the outstanding Shares is required to approve the Merger. If the Minimum Condition is satisfied, Parent would have sufficient voting power to approve the Merger without the affirmative vote of any other stockholder of the Company.

Plans for the Company

Following the Offer and the Merger, Parent intends to operate the Company on a basis generally consistent with the Company's existing plans and programs. If and to the extent that Parent acquires control of the Company, Parent intends to conduct a detailed review of the Company and its assets, corporate structure, capitalization, operations, properties, policies, management and personnel and consider and determine what, if any, changes would be desirable in light of the circumstances which then exist. Such strategies could include, among other things and subject to the terms of the Merger Agreement, changes in the Company's business, corporate structure, certificate of incorporation, bylaws, capitalization, management or dividend policy.

Except as noted in this Offer to Purchase, Parent and Offeror have no present plans or proposals that would result in an extraordinary corporate transaction, such as a merger, reorganization, liquidation, or sale or transfer of a material amount of assets, involving the Company or any subsidiary of the Company or any other material changes in the Company's capitalization, dividend policy, corporate structure, business or composition of its management or Board of Directors.

The Merger Agreement

The following is a summary of the material terms of the Merger Agreement. This summary is not a complete description of the terms and conditions thereof and is qualified in its entirety by reference to the full text thereof, which is incorporated herein by reference and a copy of which has been filed with the Commission as an exhibit to the Schedule 14D-1. The Merger Agreement may be examined, and copies thereof may be obtained, as set forth in Section 8.

The Offer. The Merger Agreement provides for the commencement of the Offer. Parent and Offeror have expressly reserved the right to waive certain conditions to the Offer, but without the prior consent of the Company, Offeror has agreed not to (i) waive the Minimum Condition, (ii) reduce the number of Shares to be purchased in the Offer, (iii) reduce the Offer Price, (iv) modify or add to the conditions to the Offer set forth in Section 14, (v) change the form of consideration payable in the Offer, or (vi) amend any other term of the Offer in a manner adverse to the holders of Shares. Notwithstanding the foregoing, Offeror may, without the consent of the Company, (i) extend the Offer from time to time, beyond any scheduled expiration date for a period not to exceed 20 business days, if at any scheduled expiration date any of the conditions to Offeror's obligation to accept for payment, and pay for, the Shares is not satisfied or waived, until such time within such 20 business day period as Offeror reasonably concludes is necessary after all such conditions are satisfied or waived, (ii) extend the Offer for any period required by any rule, regulation, interpretation or position of the Commission or the staff thereof applicable to the Offer, and (iii) extend the Offer for an aggregate period of not more than 15 business days beyond the latest expiration date that would otherwise be permitted under clause (i) or (ii) of this sentence if there have not been tendered sufficient Shares so that the Merger can be effected in accordance with Section 253 of the Delaware Law.

Consideration to be Paid in the Merger. The Merger Agreement provides that upon the terms and subject to the conditions set forth in the Merger Agreement and the applicable provisions of the Delaware Law, Offeror shall be merged with and into the Company and the separate existence of Offeror shall cease, and the Company shall be the Surviving Corporation and shall be a wholly owned subsidiary of Parent. In the Merger, each share of common stock of Offeror issued and outstanding immediately prior to the Effective Time shall continue to remain outstanding and shall constitute one share of common stock of the Surviving Corporation. The Merger shall become effective at the time set forth in the certificate of merger (the "Certificate of Merger") relating to the Merger (the "Effective Time"), in accordance with the provisions of the Delaware Law, which time shall be on the date (which shall not be earlier than March 23, 2000) but after the filing of the Certificate of Merger with the Secretary of State of the State of Delaware. At the Effective Time, each outstanding Share (other than Shares held by stockholders who properly exercise their appraisal rights) shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive the Merger Consideration, without interest. The Merger Agreement provides that the closing of the Merger shall take place as soon as practicable after the approval and adoption of the Merger Agreement by the stockholders of the Company as contemplated in Section 6.1 of the Merger Agreement (if required by law) and the satisfaction or waiver of the other conditions of the parties to the Merger Agreement set forth in Articles 7 and 8 thereof.

Treatment of Stock Options. The Merger Agreement provides that, as of the Effective Time, each Stock Option outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, entitle the holder thereof to receive in settlement of the exercisable portion thereof the Option Cash-Out Amount. Each Stock Option, or portion thereof, that is not exercisable at the Effective Time, shall be canceled as of such time and the holder thereof shall become entitled to receive on the date such Stock Option, or portion thereof, otherwise would have become exercisable a cash payment from the Company in an amount equal to the Option Cash-Out Amount. Notwithstanding the foregoing, subject to the receipt of any required regulatory approvals, within 20 business days after the Effective Time each holder of a Stock Option may elect in writing, in lieu of the cash settlement set forth in the two immediately preceding sentences, to have any of such outstanding Stock Options assumed by Parent,

which assumed Stock Options shall continue to have, and be subject to, the same terms and conditions set forth in the stock option plans and agreement pursuant to which the Stock Options were issued as in effect immediately prior to the Effective Time, except that (a) such assumed Stock Options shall be exercisable for that number of whole shares of common stock of Parent, par value $2.50 per share ("Parent Common Stock"), equal to the product of the number of Shares covered by the assumed Stock Option immediately prior to the Effective Time multiplied by the number (the "Exchange Ratio") determined by dividing the Merger Consideration by the average closing price of Parent Common Stock for the five Trading Days immediately preceding the Effective Time, rounded up to the nearest whole number of shares of Parent Common Stock, (b) the per share exercise price for the Parent Common Stock issuable upon the exercise of such assumed Stock Option shall be equal to the quotient determined by dividing the exercise price per share specified for such Stock Option under the applicable Stock Option plan or agreement immediately prior to the Effective Time by the Exchange Ratio, rounding the resulting exercise price down to the nearest whole cent, and (c) such assumed Stock Options shall not be entitled to receive any amounts with respect to dividends paid on the Shares covered by such Stock Options. Except as set forth in the Disclosure Schedule to the Merger Agreement (the "Disclosure Schedule"), none of the provisions described in this paragraph shall affect the schedule of vesting (or the acceleration thereof) of the Stock Options, assumed or not assumed by Parent pursuant to the terms of the provisions described in this paragraph. The date of grant of any Stock Option so assumed shall be the date on which the Stock Option was originally granted. As soon as practicable after the Effective Time, Parent shall file with the Commission a registration statement on Form S-8 (or any successor form), or another appropriate form, with respect to the shares of Parent Common Stock subject to such assumed Stock Options and shall use its best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such Stock Options remain outstanding.

Treatment of Restricted Stock. The Merger Agreement provides that, as of the Effective Time, each outstanding award of Restricted Stock shall, by virtue of the Merger and without any action on the part of the holder thereof, entitle the holder thereof to receive in settlement of the vested portion thereof the Restricted Stock Cash-Out Amount. With respect to any shares of Restricted Stock that are not vested and are subject to forfeiture at the Effective Time, each holder thereof shall become entitled to receive on the date such shares of Restricted Stock become vested a cash payment from the Company in an amount equal to the Restricted Stock Cash-Out Amount. Notwithstanding the foregoing, if the approval of Parent's Board of Directors and any required regulatory approvals are obtained, within 20 business days after the Effective Time each holder of Restricted Stock, whether or not vested, may elect in writing, in lieu of the cash settlement set forth in the preceding two sentences, to have all or any part of such outstanding Restricted Stock converted into Parent Restricted Stock, subject to the same terms and conditions set forth in the plans and agreements pursuant to which the Restricted Stock was issued as in effect immediately prior to the Effective Time, except that the number of shares of such Parent Restricted Stock shall be that number of whole shares of Parent Common Stock equal to the product of the number of shares of converted Restricted Stock multiplied by the number determined by dividing the Merger Consideration by the average closing price of Parent Common Stock for the five Trading Days immediately preceding the Effective Time, rounded up to the nearest whole number of shares of Parent Common Stock. None of the foregoing provisions will affect the schedule of vesting (or the acceleration thereof) of the Restricted Stock, converted or not converted by Parent pursuant to the terms described above. As soon as practicable after the Effective Time, Parent shall file with the Commission a registration statement on Form S-8 (or any successor form), or another appropriate form, with respect to the shares of Parent Restricted Stock issued as described above and shall use its best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such shares of restricted stock remain outstanding.

Board Representation. The Merger Agreement provides that, promptly upon the purchase by Parent or Offeror of at least a majority of the outstanding Shares, and from time to time thereafter, Parent and Offeror shall be entitled to designate such number of directors, rounded up to the next whole number but in no event more than one less than the total number of directors of the Board of Directors of the Company, as shall give Parent and Offeror, subject to compliance with Section 14(f) of the Exchange Act, representation on the

Board of Directors of the Company equal to the product of (i) the number of directors on the Board of Directors of the Company and (ii) the percentage that such number of Shares purchased by Offeror or Parent bears to the number of Shares outstanding, and the Company shall, upon request by Parent or Offeror, promptly increase the size of the Board of Directors or exercise all reasonable efforts to secure the resignations of such number of directors as is necessary to enable Parent's and Offeror's designees to be so elected. At the request of Parent and Offeror, the Company shall take, at its expense, all action necessary to effect any such election, including mailing to its stockholders the information required by Section 14(f) of the Exchange Act and Rule 14f-1 thereunder. From and after the date that such designees to the Board of Directors of the Company constitute a majority of the Board of Directors of the Company, any action taken by the Company under the Merger Agreement shall require the approval of a majority of the members of the Board of Directors, if any, who are not designees or affiliates of Parent or Offeror; provided, however, that if there shall be no such directors, the Merger Agreement shall not be amended to reduce the Merger Consideration to be less than the Offer Price or otherwise amended in a manner materially adverse to the holders of Shares other than Parent and Offeror or amended to permit the Merger to occur prior to March 23, 2000.

Stockholder Meeting. The Merger Agreement provides that, if required by applicable law, the Company shall duly call and promptly hold a meeting of its stockholders as soon as practicable following the expiration of the Offer for the purpose of approving the Merger on the terms and conditions set forth in the Merger Agreement and in connection therewith shall comply with the applicable provisions of the Delaware Law relating to the calling and holding of a meeting of stockholders for such purpose. Subject to the provisions of the Merger Agreement relating to third party acquisition proposals, the Board of Directors

of the Company shall recommend the approval and adoption of the Merger Agreement by the stockholders of the Company, and the Company shall use its reasonable best efforts to obtain such adoption and approval. The Merger Agreement provides that, notwithstanding the foregoing, if Offeror or any other subsidiary of Parent shall acquire at least 90% of the outstanding shares of each class of capital stock of the Company, at the request of Parent or Offeror, the parties thereto shall take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after the expiration of the Offer, without a stockholders' meeting, in accordance with Section 253 of the Delaware Law.

Representations and Warranties. The Merger Agreement contains various representations and warranties of the parties thereto. These include representations and warranties by the Company with respect to (i) the due organization, existence, qualification, good standing, corporate power and authority of the Company and its subsidiaries; (ii) the capital stock of the Company; (iii) the due authorization, execution, delivery and performance of the Merger Agreement and the consummation of the transactions contemplated thereby, and the validity and enforceability thereof; (iv) required filings, consents and approvals and the absence of any violations, breaches or defaults which would result from performance by the Company of the Merger Agreement and the consummation of the transactions contemplated thereby; (v) the accuracy of reports filed by the Company with the Commission (the "SEC Reports") since January 1, 1996; (vi) the financial statements included in the SEC Reports; (vii) the absence of any undisclosed material liabilities; (viii) certain tax matters; (ix) certain real estate matters; (x) the title to and condition of the assets of the Company and its subsidiaries; (xi) the possession by the Company and its subsidiaries of all necessary licenses and permits; (xii) certain proprietary rights and intellectual property matters; (xiii) the adequacy of the Company's assets, the Company's relationships with its customers and suppliers and the existence of agreements that restrict the Company from carrying on its business anywhere in the world; (xiv) the accuracy of certain documents and information supplied by the Company to Parent; (xv) certain insurance matters; (xvi) the absence of any material litigation; (xvii) the accuracy and completeness of the records of the Company; (xviii) the absence of any material adverse change; (xix) the absence of certain acts or events; (xx) compliance with applicable laws; (xxi) certain environmental matters; (xxii) labor relations;
(xxiii) certain employee benefits matters; (xxiv) estimated costs and profits for uncompleted contracts of the Company and its subsidiaries as of September 30, 1999; (xxv) the accuracy of the Schedule 14D-9 filed by the Company; (xxvi) the absence of brokers or finders except for the Financial Advisor; (xxvii) antitakeover statutes; (xxviii) the fairness opinion rendered by the Financial Advisor; (xxix) year 2000 compliance; and (xxx) stockholder approvals.

Parent and Offeror have also made certain representations and warranties, including with respect to (i) the due organization, existence, good standing and corporate power and authority of Parent and Offeror; (ii) the due authorization, execution, delivery and performance of the Merger Agreement and the consummation of the transactions contemplated thereby, and the validity and enforceability thereof; (iii) required filings, consents and approvals and the absence of any violations, breaches or defaults which would result from performance by Parent and Offeror of the Merger Agreement and the consummation of the transactions contemplated thereby; (iv) the absence of prior activities and the assets of Offeror; (v) the absence of investment bankers' and brokers' fees; (vi) the accuracy of information provided by Parent or Offeror in the Schedule 14D-1 and the other documents pursuant to which the Offer is being made; and (vii) the sufficiency of funds available to Parent and Offeror for the consummation of the Offer and the Merger.

Maintenance of the Company as Going Concern. The Merger Agreement provides that, except as expressly contemplated or permitted by the Merger Agreement, or to the extent Parent shall consent in writing, during the period from the date of the Merger Agreement to the Effective Time, the Company shall conduct (and shall cause its subsidiaries to conduct) its operations according to its ordinary and usual course of business, and shall use its reasonable best efforts to preserve intact its business organization, keep available the services of its officers and employees and maintain satisfactory relations with licensors, suppliers, distributors, customers and others having business relationships with it. In addition, during the period from the date of the Merger Agreement to the Effective Time, the Merger Agreement provides that representatives of each of

Parent and the Company shall confer on a regular and frequent basis with one or more designated representatives of the other to report on operational matters and to report the general status of ongoing operations. The Merger Agreement also provides that the Company shall provide Offeror promptly with all documents filed by the Company with the Commission.

Absence of Material Changes. The Merger Agreement provides that, prior to the Effective Time, the Company and its subsidiaries shall not, other than in the normal course of business and in conformity with past practices, or as contemplated by the Merger Agreement or the Disclosure Schedule, without the consent of Parent (which consent will not be unreasonably withheld), (i) make any material change in its business or operations; (ii) make any material change in its accounting policies applied in the preparation of the financial statements; (iii) declare any dividends in cash on the issued and outstanding shares of its common stock, or make any other distribution of any kind in respect thereof, other than regular quarterly dividends consistent with past practices; (iv) issue, sell or otherwise distribute any authorized but unissued shares of its capital stock (other than upon exercise of options outstanding on the date of the Merger Agreement or permitted to be granted thereby or upon conversion of outstanding convertible notes) or effect any stock split, stock dividend or combination or reclassification of any such shares or grant or commit to grant or amend or modify any option, warrant or other right to subscribe for or purchase or otherwise acquire any shares of its capital stock or any security convertible into or exchangeable for any such shares (other than grants of options under stock option plans); (v) purchase or redeem any of its capital stock (or permit any of its subsidiaries to purchase any of its capital stock); (vi) adopt any amendment to its charter or bylaws; or (vii) dispose, or permit any of its subsidiaries to dispose, of any of its assets outside the ordinary course of business. In addition, from and after the date of the Merger Agreement and prior to the Effective Time, except as contemplated by the Disclosure Schedule, neither the Company nor any of its subsidiaries shall, without the consent of Parent (which consent may be granted or withheld in Parent's sole discretion): (i) pay any bonus or increase the rate of compensation of any of their employees, except for (A) payment of bonus compensation for the year ending December 31, 1999 in an aggregate amount not to exceed the amount set forth in the Disclosure Schedule, (B) salary increases for officers of the Company or any of its subsidiaries approved by Parent (which approval shall not be unreasonably withheld), and (C) regular annual salary increases for other salaried employees consistent with past practice which do not exceed 5% in the aggregate of all employees' existing salary rates; (ii) make or obligate itself to make capital expenditures in excess of $500,000, provided that each individual expenditure in excess of $100,000 shall be made only with Parent's approval (which approval shall not be unreasonably withheld); (iii) voluntarily incur any material obligations or liabilities (including any indebtedness) other than in the ordinary course of business; (iv) make any change in the plans described in the Disclosure Schedule or adopt new employee benefit plans or enter into any employment or other similar agreement; or (v) amend or waive any provision of, or grant any approval under, any standstill agreement.

Access to Information. Under the Merger Agreement, the Company and its subsidiaries have agreed to afford to the officers, directors, employees and authorized representatives of Parent access, during normal business hours during the period prior to the Effective Time, to all their properties, books, contracts, commitments and records and, during such period, the Company shall and (shall cause its subsidiaries to) furnish promptly to Parent all information concerning its business, properties and personnel as Parent may reasonably request. However, any furnishing of such information and any such investigation may not affect the right of Parent to rely on the representations and warranties made in or pursuant to the Merger Agreement. Parent has agreed that all information and material received by it will be treated as confidential, and that it will not disclose, divulge or communicate such information to any other person, except to its directors, officers, employees, attorneys, accountants, representatives and consultants, and then only to the extent as may be necessary to evaluate the information and any negotiations relating to the transactions contemplated by the Merger Agreement and provided that Parent first advises such person of the confidential nature of the information and the confidentiality and publicity provisions of the Merger Agreement. Pursuant to the Merger Agreement, Parent has further agreed that all such information will be used solely for the purpose of evaluating the transactions contemplated by the Merger Agreement and that it will not use or exploit any such information for any other purpose whatsoever. If the Merger is not concluded for any reason, such information will

be returned to the Company. The foregoing provisions also apply to any information previously furnished by the Company to Parent, but do not apply to any information which Parent is required by law to disclose to a third party or is generally known to the public other than as a result of a breach of the foregoing provisions.

No Solicitation. The Company has agreed in the Merger Agreement that the Company shall immediately cease and cause to be terminated any activities, discussions or negotiations conducted prior to the date of the Merger Agreement with any parties other than Parent with respect to any Acquisition Proposal (as defined below). The Company shall not, and shall cause its subsidiaries and the officers, directors, agents, employees and advisors of the Company and its subsidiaries not to, initiate, solicit or encourage inquiries or proposals with respect to, or engage in any negotiations concerning, or provide any confidential information to, or have any discussions with, any person relating to, any Acquisition Proposal. Notwithstanding the foregoing, the Company shall be permitted to engage in any discussions or negotiations with, or provide any information to, any person in response to a bona fide written Acquisition Proposal by any such person, if and only to the extent that in each such case such proposal was not solicited in violation of the Merger Agreement and (A) Shares shall not have been accepted for payment under the Offer; (B) the Board of Directors of the Company determines in good faith that such Acquisition Proposal would, if consummated, constitute a Superior Proposal (as defined below); (C) the Board of Directors of the Company determines, in good faith after consultation with outside counsel, that such action is legally advisable for it to act in a manner consistent with its fiduciary duties under applicable law; and (D) prior to providing any information or data to any person or entering into discussions or negotiations with any person, the Company receives from such person an executed confidentiality agreement containing terms no less restrictive with respect to such person than the terms of the Confidentiality Agreement with respect to Parent. The Company shall notify Parent promptly, but in any event within 24 hours, of such inquiries, proposals, or offers received by, any such information requested from, or any such discussions or negotiations sought to be initiated or continued with, any of its representatives indicating, in connection with such notice, the name of such person and the material terms and conditions of any proposals or offers.

For the purposes of the Merger Agreement, "Acquisition Proposal" means (a) a merger or consolidation, or any similar transaction, involving the Company (other than mergers, consolidations or similar transactions involving solely the Company and/or one or more wholly owned subsidiaries of the Company), (b) a purchase or other acquisition of greater than 10% of the consolidated assets of the Company and its subsidiaries, (c) a purchase or other acquisition (including by way of merger, consolidation, share exchange, tender or exchange offer or otherwise) of beneficial ownership of securities of the Company other than (1) as a result of the exercise or conversion of securities of the Company outstanding on the date of the Merger Agreement, or (2) in connection with any transaction described in the Disclosure Schedule, (d) any substantially similar transaction, or (e) any inquiry or indication of interest with respect to any of the foregoing; in each case other than the transactions contemplated by the Merger Agreement.

For purposes of the Merger Agreement, "Superior Proposal" means any bona fide written proposal (a) made by a third party to acquire, directly or indirectly, for consideration consisting of cash and/or securities, all of the Common Stock then outstanding or all or substantially all of the consolidated assets of the Company and otherwise on terms which the Board of Directors of the Company determines in its good faith judgment (based on the advice of the Financial Advisor or another financial advisor of nationally recognized reputation) to be more favorable to the stockholders of the Company than the transactions contemplated by the Merger Agreement and (b) which the Board determines in good faith is reasonably likely to be consummated on the terms set forth in the proposal taking into account all legal, financial, regulatory and other aspects of the proposal, including, without limitation, the nature and sufficiency of financing for the proposal and the person making the proposal. The Company shall advise Parent of any material developments with respect to any such proposal as to which the Company is exercising its rights.

The Merger Agreement also provides that, with certain exceptions, neither the Board of Directors of the Company nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to

Parent, the approval or recommendation by the Board of Directors of the Offer and the "agreement of merger" (as such term is used in Section 251 of the Delaware Law) contained in the Merger Agreement, (ii) approve or recommend, or propose to approve or recommend, any Acquisition Proposal, or (iii) cause the Company or any of its subsidiaries to enter into any letter of intent, agreement in principle, acquisition agreement, merger agreement or other similar agreement with respect to any Acquisition Proposal. Notwithstanding the foregoing, in the event that the Board of Directors of the Company determines in good faith, after consultation with outside counsel, that it is legally advisable to do so in order to act in a manner consistent with its fiduciary duties under applicable law, the Board of Directors may withdraw or modify its approval or recommendation of the Offer and the "agreement of merger" contained in the Merger Agreement, the Merger and the Merger Agreement (or not recommend it before a proxy statement relating to the Merger is sent to stockholders) or approve or recommend a Superior Proposal, but in each case only at a time that is after the third business day following Parent's receipt of a written notice advising Parent that the Board of Directors of the Company has received a proposal which is a Superior Proposal, specifying the material terms and conditions of such proposal and identifying the person making such proposal.

HSR Filing. The Merger Agreement provides that Parent and the Company shall each prepare and file with the Federal Trade Commission and the United States Department of Justice any notification required to be filed with respect to the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), or any rules or regulations promulgated thereunder. Each of Parent and the Company shall cause any such filing it makes to be true and accurate in all material respects and responsive to the requirements of the HSR Act and any such rules and regulations. Each of Parent and the Company agrees to make available to the other such information relative to its business, assets and property as may be required for the preparation for such notifications.

1935 Act Compliance. As promptly as practicable after the execution of the Merger Agreement, Parent shall prepare and file with the Commission an Application on Form U-1 seeking authorization under the 1935 Act for the acquisition by Offeror of the Shares, the Merger and the transactions contemplated thereby.

Reasonable Best Efforts. Subject to the terms and conditions provided in the Merger Agreement, each of the parties has agreed to use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by the Merger Agreement, including using its reasonable best efforts to satisfy the conditions precedent to the obligations of any of the parties hereto, to obtain all necessary waivers, consents and approvals, to effect all necessary registrations and filings and to lift any injunction or other legal bar to the transactions contemplated thereby (and, in such case, to proceed with the transactions contemplated thereby as expeditiously as possible).

Other Agreements. The Merger Agreement also contains agreements on (i) the provision by the Company to Parent of notices of material developments and other information; (ii) publicity; and (iii) the nonsolicitation for employment of persons employed by a party to the Merger Agreement.

Fees and Expenses. Except as otherwise provided in the Merger Agreement, the parties agree that whether or not the Merger is consummated, Parent will pay and bear all of the expenses incurred by it and the Company will bear all of the expenses incurred by the Company in connection with the Merger and the Merger Agreement.

The parties also agree that (i) if the Company terminates the Merger Agreement pursuant to clause (g) of the "Termination" section of this Section 12; (ii) if Parent terminates the Merger Agreement pursuant to clause (d) of the "Termination" section of this Section 12 due to the failure to satisfy the condition set forth in clause (g) of Section 14; (iii) if (a) the Company or Parent terminates the Merger Agreement pursuant to clause (d) of the "Termination" section of this Section 12 due to the failure to satisfy the Minimum Condition, (b) at any time after the date of the Merger Agreement and at or before the time of the event giving rise to such termination there shall exist an Acquisition Proposal, and (c) within 12 months of the termination of

the Merger Agreement, the Company enters into a definitive agreement with any third party with respect to an Acquisition Proposal or an Acquisition Proposal is consummated; or (iv) if Parent terminates the Merger Agreement pursuant to clause (f) of the "Termination" section of this Section 12, then the Company shall, concurrently with such termination in the case of a termination as set forth in clause (i), (ii) and (iv) and concurrently with the occurrence of an event set forth in clause (iii)(c), pay to Parent $7 million. The payment described above will be Parent's exclusive remedy in the event of the termination of the Merger Agreement under circumstances where such payment is or becomes payable.

The liability of any party to the Merger Agreement for any breach or violation of the Merger Agreement will not be limited except as described in this "Fees and Expenses" section.

Conditions to the Merger. The Merger Agreement provides that the obligations of Parent and Offeror to consummate the Merger shall be subject to the fulfillment (or waiver by Parent and Offeror) at or prior to the Effective Time of each of the following conditions: (a) all necessary consents or approvals of any governmental body or agency or third parties necessary for the consummation by the Company and Parent of the transactions contemplated thereby including, without limitation, authorization under the 1935 Act (the "1935 Act Order") shall have been obtained and shall be in full force and effect, (b) the waiting period imposed by the HSR Act with respect to the transactions contemplated by the Merger Agreement shall have expired or been terminated, (c) no court or governmental regulatory authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) or taken any action which prohibits the consummation of the transactions contemplated by the Merger Agreement, and each party agrees to use all reasonable efforts to remove any such prohibition on the consummation of the transactions contemplated thereby, (d) the stockholders of the Company shall have taken all corporate action (if required under applicable law) necessary to effect the Merger, and the Company shall have furnished Parent with certified copies of resolutions duly adopted by its directors and stockholders in connection with the Merger, and (e) Offeror shall have accepted for payment and paid for Shares tendered pursuant to the Offer.

The obligations of the Company to consummate the Merger shall be subject to the fulfillment (or waiver by the Company) at or prior to the Effective Time of each of the following conditions: (a) all necessary consents or approvals of any governmental body or agency or third parties necessary for the consummation by Parent and Offeror of the transactions contemplated thereby including, without limitation, the 1935 Act Order, shall have been obtained and shall be in full force and effect, (b) the waiting period imposed by the HSR Act with respect to the transactions contemplated by the Merger Agreement shall have expired or been terminated, (c) no court or governmental regulatory authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) or taken any action which prohibits the consummation of the transactions contemplated by the Merger Agreement, and each party agrees to use all reasonable efforts to remove any such prohibition on the consummation of the transactions contemplated thereby, (d) the stockholders of the Company shall have taken all corporate action (if required under applicable law) necessary to effect the Merger, and Parent and Offeror shall have furnished the Company with certified copies of resolutions duly adopted by their directors and Offeror's stockholder in connection with the Merger, and (e) Offeror shall have accepted for payment and paid for Shares tendered pursuant to the Offer; however, this

condition shall be deemed satisfied if Offeror fails to accept for payment and pay for Shares pursuant to the Offer in violation of the terms of the Offer.

Termination. Notwithstanding anything to the contrary therein, the Merger Agreement may be terminated and the Merger may be abandoned, whether before or after approval of the stockholders of the Company and Parent:

(a) by the mutual written consent of all of the parties thereto at any time prior to the Effective Time;

(b) by Parent and Offeror (i) if due to an occurrence that would result in a failure to satisfy any of the conditions to the Offer described

in Section 14, Offeror shall have (A) failed to commence the Offer within five business days following the date of the Merger Agreement, or (B) terminated the Offer; or (ii) if the Company deliberately fails to perform in any material respect any of its obligations under the Merger Agreement, and, at the time of such failure, Parent's and Offeror's designees on the Board of Directors of the Company do not constitute a majority of the members of the Board of Directors of the Company;

(c) by the Company if Offeror shall have (A) failed to commence the Offer within five business days following the date of the Merger Agreement, (B) terminated the Offer, or (C) failed to pay (by deposit with the Depositary) for Shares pursuant to the Offer within five business days following the expiration of the Offer;

(d) by any party giving written notice to the other parties at any time after the expiration or termination of the Offer without Parent or Offeror purchasing any Shares pursuant thereto, provided that a party may not terminate pursuant to this clause (d) if it is in material breach of the terms of the Merger Agreement;

(e) by any party thereto if the purchase of Shares pursuant to the Offer shall not have taken place by June 30, 2000, provided that a party may not terminate pursuant to this clause (e) if it is in material breach of the terms of the Merger Agreement;

(f) by Parent if the Board of Directors of the Company, prior to the purchase of Shares pursuant to the Offer (i) shall withdraw or modify in any adverse manner its approval or recommendation of the Merger Agreement pursuant to the provisions of the Merger Agreement relating to third party acquisition proposals; (ii) shall approve or recommend any Acquisition Proposal or Superior Proposal; or (iii) shall resolve to take any of the actions specified in clauses (i) or (ii) above; or

(g) by the Company at any time prior to the purchase of Shares pursuant to the Offer, upon three business days' prior notice to Parent, if the Board of Directors of the Company shall approve a Superior Proposal; provided, however, that (i) the Company shall have complied with the provisions of the Merger Agreement relating to third party acquisition proposals, (ii) the Board of Directors of the Company shall have concluded in good faith, after giving effect to all concessions which may be offered by Parent pursuant to clause (iii) below, after consultation with its financial advisors and outside counsel, that such proposal continues to be a Superior Proposal, and (iii) prior to any such termination, the Company shall, and shall cause its financial and legal advisors to, negotiate with Parent to make such adjustments in the terms and conditions of the Merger Agreement as would enable Parent to proceed with the transactions contemplated thereby; provided, however, that it shall be a condition to termination by the Company pursuant to this clause (g) that the Company shall have made the payment to Parent referred to in "Fees and Expenses" above.

Indemnification; Directors' and Officers' Insurance. The Merger Agreement provides that Parent shall indemnify and provide advancement of expenses to all present and former directors and officers of the Company and its subsidiaries for acts or omissions occurring prior to the Effective Time to the fullest extent now provided or made available to them by the Company and its subsidiaries under applicable law, under their respective certificates or articles of incorporation or bylaws and under existing indemnification agreements (which Parent agrees shall continue in full force and effect after the Effective Time).

For a period of six years after the Effective Time, Parent shall, or shall cause the Surviving Corporation to, maintain in effect, if available, directors' and officers' liability insurance covering those persons who are covered as of the date of the Merger Agreement by the Company's directors' and officers' liability insurance policy to the extent that it provides coverage for events occurring on or prior to the Effective Time, on terms that are no less favorable to such persons than the terms now applicable to them under the Company's current policies; provided, however, that in no event shall Parent or the Surviving Corporation be required to expend more than 200% of the annual premium currently paid by the Company for such coverage; and provided, further, that if

the premium for such coverage exceeds such amount, Parent or the Surviving Corporation shall purchase a policy with the greatest coverage available for such annual premium.

Certain Employee Matters. The Merger Agreement provides that each benefit plan of the Company described in the Disclosure Schedule (a "Plan") with respect to which any current or former employee of the Company or any of its subsidiaries (each, an "Employee") participates immediately prior to the Effective Time shall become obligations of the Surviving Corporation at the Effective Time and, for at least one year thereafter, Parent shall, or shall cause the Surviving Corporation to, either maintain the Plans or provide benefits that are comparable, in the aggregate, to the benefits provided to the Employees, considered as a group, under such Plans as in effect immediately prior to the Effective Time.

With respect to any employee benefit plans covering employees of Parent and its subsidiaries ("Parent Plans"), Parent shall, or shall cause the Surviving Corporation to: (i) with respect to any medical or health plan, waive any pre-existing condition or exclusion in any Parent Plans in which any Employee may be entitled to participate that would result in a lack of coverage for any condition for which an Employee would have been entitled to coverage under the corresponding Plan; (ii) provide each Employee with credit for any co-payments and deductibles paid prior to the Effective Time (to the same extent such credit was given under the analogous Plan prior to the Effective Time) in satisfying any applicable deductible or out-of-pocket requirements under any Parent Plans in which such employees may be eligible to participate after the Effective Time; and (iii) recognize all service of the Employees with the Company or any of its subsidiaries for purposes of eligibility to participate and vesting credit in any Parent Plan in which the Employees may be eligible to participate after the Effective Time; provided that the foregoing shall not apply to the extent it would result in duplication of benefits. In addition, Parent represents that there are no waiting periods under any of its current medical or health plans.

Amendment. The parties to the Merger Agreement may amend, modify and supplement the Merger Agreement in such manner as may be agreed upon by them in writing, whether before or after approval of the stockholders of the Company, except that after such approval is obtained, any amendment, modification or supplement which requires stockholder approval under applicable law shall not be made without such required approval.

Timing. The exact timing and details of the Merger will depend upon legal requirements and a variety of other factors, including the number of Shares acquired by Offeror pursuant to the Offer. Although Parent has agreed to cause the Merger to be consummated on the terms contained in the Merger Agreement, there can be no assurance as to the timing of the Merger.

Letter Agreement with Charles M. Brennan III and Byron D. Nelson

In connection with the execution and delivery of the Merger Agreement, Parent and Offeror entered into a Letter Agreement with Charles M. Brennan III and Byron D. Nelson (collectively, the "Executives"), dated as of December 21, 1999 (the "Letter Agreement"). The following is a summary of the material terms of the Letter Agreement. This summary is not a complete description of the terms and conditions of the Letter Agreement and is qualified in its entirety by reference to the full text of the Letter Agreement, which is incorporated herein by reference and a copy of which has been filed with the Commission, as an exhibit to the Schedule 14D-1.

The Letter Agreement provides that the Executives, in order to avoid substantial adverse income tax consequences if they were to sell prior to March 23, 2000, 319,446 Shares in the case of Mr. Brennan, and

27,779 Shares in the case of Mr. Nelson (collectively, the "Withheld Shares"), will not tender any of their Withheld Shares in response to the Offer if the Offer is consummated by its terms prior to March 23, 2000.

In the Letter Agreement, the Executives, severally and not jointly, have agreed that (a) if the Offer is consummated prior to March 23, 2000, (i) they will tender to Offeror, and not withdraw, all of their Shares, other than the Withheld Shares, pursuant to the Offer and (ii) promptly after March 22, 2000, they will, upon Offeror's written request, sell to Offeror all of the Withheld

Shares for a price equal to the Offer Price and (b) if the Offer is consummated on or after March 23, 2000, they will tender to Offeror, and not withdraw, all of their Shares, including the Withheld Shares, pursuant to the Offer. The Letter Agreement also provides that neither of the Executives may transfer his Shares except as set forth in the Letter Agreement.

13. DIVIDENDS AND DISTRIBUTIONS.

Pursuant to the terms of the Merger Agreement, prior to the Effective Time, each of the Company and its subsidiaries shall not, other than in the normal course of business and in conformity with past practices, or as contemplated by the Merger Agreement or the Disclosure Schedule, without the consent of Parent (which consent shall not be unreasonably withheld), (i) declare any dividends in cash on the issued and outstanding shares of its common stock, or make any other distribution of any kind in respect thereof, other than regular quarterly dividends consistent with past practices; (ii) purchase or redeem any of its capital stock (or permit any of its subsidiaries to purchase any of its capital stock); or (iii) issue, sell or otherwise distribute any authorized but unissued shares of its capital stock (with certain exceptions) or effect any stock split, stock dividend or combination or reclassification of any such shares or grant or commit to grant or amend or modify any option, warrant or other right to subscribe for or purchase or otherwise acquire any shares of its capital stock or any security convertible into or exchangeable for any such shares (with certain exceptions).

14. CERTAIN CONDITIONS TO THE OFFER.

Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) Offeror's right to amend the Offer at any time in its sole discretion, but nevertheless subject to the provisions of the Merger Agreement, Offeror shall not be required to accept for payment, or pay for, and may delay the acceptance for payment, or the payment, of, any tendered Shares, if (i) the Minimum Condition shall not have been satisfied, (ii) all waiting periods under the HSR Act applicable to the purchase of Shares pursuant to the Offer shall not have expired or been terminated, (iii) the 1935 Act Condition shall not have been satisfied, or (iv) at any time on or after the date of the Merger Agreement and at or before the time of payment for any such Shares (whether or not any Shares have theretofore been accepted for payment or paid for pursuant to the Offer), any of the following events shall occur:

(a) any change or development that either individually or in the aggregate with all other such changes or developments are materially adverse to the business, assets, properties, condition (financial or otherwise) or results of operations of the Company and its subsidiaries taken as a whole shall have occurred or be threatened (a "Material Adverse Effect"); or

(b) there shall have occurred (1) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or the American Stock Exchange (excluding any coordinated trading halt triggered solely as a result of a specified decrease in a market index), (2) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (3) any material limitation (whether or not mandatory) imposed by any governmental authority on the extension of credit by banks or other lending institutions in the United States that materially and adversely affects the ability of Parent and Offeror to obtain extensions of credit, or (4) from the date of the Merger Agreement through the date of termination or expiration of the Offer, a decline of at least 33% in either the Dow Jones Average of Industrial Stocks or the Standard & Poor's 500 Index; or

(c) any of the representations and warranties made by the Company in the Merger Agreement that are qualified by materiality or Material Adverse Effect shall not be true and correct in all respects, or any other representation or warranty made by the Company in the Merger Agreement shall not be true and

correct in any material respect, or the Company shall have breached any covenant contained in the Merger Agreement or the Merger Agreement shall have been terminated in accordance with its terms; or

(d) there shall have been any action taken, or any statute, rule,

regulation, judgment, order or injunction promulgated, enacted, entered or enforced, by any state, federal or foreign government or governmental authority or by any court, domestic or foreign (a "Governmental Entity"), that could reasonably be expected to, or any Governmental Entity shall have instituted or threatened litigation that seeks to, (i) make the acceptance for payment of, or the payment for, some or all of the Shares or consummation of the Merger illegal or otherwise prohibited or impose any damages or fines in connection therewith that are material in amount in relation to the transactions contemplated by the Merger Agreement, (ii) impose material limitations on the ability of Parent or Offeror to acquire or hold or to exercise effectively all rights of ownership of Common Stock, including, without limitation, the right to vote any Shares purchased by either of them on all matters properly presented to the stockholders of the Company, (iii) require Parent or the Company or any of their respective affiliates or subsidiaries to dispose or hold separate any material portion of their assets or business of any of them, or (iv) prohibit or impose any material limitation of Parent's or Offeror's ownership or operation of all or a material portion of the assets or business of the Company or any of its subsidiaries or affiliates; or

(e) the Company, Parent or Offeror shall have failed to receive any or all governmental consents and approvals to consummation of the Offer, which, if not received, could reasonably be expected to have a Material Adverse Effect; or

(f) the Board of Directors of the Company shall have publicly (including by amendment of its Schedule 14D-9) withdrawn or amended in any respect its recommendation of the Offer or shall have resolved to do so, unless such withdrawal or amendment results from a material breach by Parent or Offeror of any representations or warranties in the Merger Agreement or a failure by Parent or Offeror to fulfill any material covenant therein; or

(g) any corporation, entity, "group" or "person" (as defined in the Exchange Act), other than Parent or any of its affiliates, shall have acquired beneficial ownership of a majority of the outstanding Shares.

The foregoing conditions are for the sole benefit of Parent and Offeror and may be asserted by Parent or Offeror regardless of the circumstance giving rise to such condition and, subject to the terms of the Merger Agreement, may be waived by Parent and Offeror, in whole or in part, at any time and from time to time, in their sole discretion (except that the Minimum Condition may not be waived by Parent without the consent of the Company). The failure by Parent and Offeror at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, and each right will be deemed an ongoing right which may be asserted at any time. Any determination by Parent and Offeror shall be final and binding upon all parties, including tendering stockholders.

The Offer will be further subject to all of the applicable terms and conditions of Rule 51 under the 1935 Act.

Should the Offer be terminated pursuant to the foregoing provisions, all tendered Shares not theretofore accepted for payment shall forthwith be returned by the Depositary to the tendering stockholders.

15. CERTAIN REGULATORY AND LEGAL MATTERS.

Except as described in this Section 15, based on a review of publicly available filings made by the Company with the Commission and other publicly available information concerning the Company, as well as certain representations made to Parent and Offeror in the Merger Agreement by the Company, neither Parent nor Offeror is aware of any license or regulatory permit that appears to be material to the business of the Company and its subsidiaries, taken as a whole, that might be adversely affected by Offeror's acquisition of Shares as contemplated herein or of any approval or other action by any governmental entity that would be required for the acquisition or ownership of Shares by Offeror as contemplated herein. Should any such approval or other action be required, Parent and Offeror currently contemplate that such approval or other

action will be sought, except as described below under "State Takeover Laws". While, except as otherwise expressly described in this Section 15, Offeror does not presently intend to delay the acceptance for payment of, or payment for,

Shares tendered pursuant to the Offer, pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that failure to obtain any such approval or other action might not result in consequences adverse to the Company's business, or that certain parts of the Company's business might not have to be disposed of if such approvals were not obtained or such other actions were not taken or in order to obtain any such approval or other action. If certain types of adverse action are taken with respect to the matters discussed below (or if any governmental approval is not obtained), Offeror could decline to accept for payment or pay for any Shares tendered. See Section 14 for certain conditions to the Offer.

State Takeover Laws. A number of states throughout the United States have enacted takeover statutes that purport, in varying degrees, to be applicable to attempts to acquire securities of corporations that are incorporated or have assets, stockholders, executive offices or places of business in such states. In Edgar v. MITE Corp., the Supreme Court of the United States held that the Illinois Business Takeover Act, which involved state securities laws that made the takeover of certain corporations more difficult, imposed a substantial burden on interstate commerce and therefore was unconstitutional. In CTS Corp. v. Dynamics Corp. of America, however, the Supreme Court of the United States held that a state may, as a matter of corporate law and, in particular, those laws concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the affairs of a target corporation without prior approval of the remaining stockholders, provided that such laws were applicable only under certain conditions.

Neither Parent nor Offeror has currently complied with any state takeover statute or regulation. Offeror reserves the right to challenge the applicability or validity of any state law purportedly applicable to the Offer or the Merger and nothing in this Offer to Purchase or any action taken in connection with the Offer or the Merger is intended as a waiver of such right. If it is asserted that any state takeover statute is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Offeror might be required to file certain information with, or to receive approvals from, the relevant state authorities, and Offeror might be unable to accept for payment or pay for Shares tendered pursuant to the Offer or might be delayed in consummating the Offer or the Merger. In such case, Offeror may not be obliged to accept for payment or pay for any Shares tendered pursuant to the Offer.

The Company is incorporated under the laws of Delaware. Section 203 of the Delaware Law prevents an "Interested Stockholder" (defined generally as a person owning 15% or more of the corporation's outstanding voting stock) from engaging in a "Business Combination" (defined to include a variety of transactions, including mergers) with a Delaware corporation for three years following the date such person becomes an Interested Stockholder, unless (i) before such person became an Interested Stockholder, the board of directors of the corporation approved the transaction in which the Interested Stockholder became an Interested Stockholder or approved the Business Combination, or (ii) upon consummation of the transaction which resulted in the Interested Stockholder becoming an Interested Stockholder, the Interested Stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding stock held by directors who are also officers of the corporation and by certain employee stock ownership plans), or (iii) following the transaction in which such person became an Interested Stockholder, the Business Combination is approved by the board of directors of the corporation and authorized at a meeting of stockholders by the affirmative vote of the holders of at least two-thirds of the outstanding voting stock of the corporation not owned by the Interested Stockholder. The Board of Directors has unanimously approved the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, for purposes of Section 203 of the Delaware Law, and the restrictions of such Section 203 are, accordingly, not applicable to Parent, Offeror or their affiliates or associates as a result of the consummation of the transactions contemplated by this Offer to Purchase.

Company's Certificate of Incorporation. Article Tenth of the Company's certificate of incorporation ("Article Tenth") provides that the affirmative vote of the holders of at least 80% of all the securities of the Company entitled to vote will be necessary for the authorization of certain business combinations with any person who, as of the record date for the determination of holders entitled to vote, is the beneficial owner,

directly or indirectly, of more than 10% of the outstanding securities of the Company then entitled to vote. However, this provision is not applicable to, among other things, any business combination on terms substantially consistent with those set forth in a memorandum of understanding with such person approved by the Board of Directors of the Company prior to the time such person shall have become a holder of more than 10% of the outstanding securities of the Company then entitled to vote. The Merger Agreement constitutes a memorandum of understanding under Article Tenth and, therefore, the provisions of Article Tenth are inapplicable to the Offer, the Merger and the Merger Agreement and the transactions contemplated thereby.

Article Eleventh of the Company's certificate of incorporation ("Article Eleventh") provides that the affirmative vote of the holders of at least 95% of all of the securities of the Company then entitled to vote will be necessary for the adoption or authorization of any business combination with any person who, as of the record date for the determination of holders entitled to vote, is the beneficial owner, directly or indirectly, of more than 30% of the outstanding securities of the Company then entitled to vote. However, this provision is not applicable to, among other things, any business combination on terms substantially consistent with those set forth in a memorandum of understanding with a person approved by the Board of Directors of the Company prior to the time such person shall have become a holder of more than 10% of the outstanding securities of the Company entitled to vote. The Merger Agreement constitutes a memorandum of understanding under Article Eleventh and, therefore, the provisions of Article Eleventh are inapplicable to the Offer, the Merger and the Merger Agreement and the transactions contemplated thereby.

Appraisal Rights. Stockholders do not have dissenters' rights as a result of the Offer. However, if the Merger is consummated, stockholders of the Company at the time of the Merger who do not vote in favor of or consent in writing to the Merger will have the right under the Delaware Law to dissent and demand appraisal of their Shares in accordance with Section 262 of the Delaware Law. Under said Section 262, dissenting stockholders who comply with the statutory procedures will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of such fair value in cash, together with a fair rate of interest, if any. Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price paid in the Offer (or the Merger) and the market value of the Shares. Stockholders should recognize that the value so determined could be higher or lower than the price per Share paid pursuant to the Offer or the Merger. Moreover, Parent or Offeror may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer (or the Merger).

If any holders of Shares who demand appraisal under Section 262 of the Delaware Law fail to perfect, or effectively withdraw or lose their right to appraisal, as provided in the Delaware Law, the Shares of such holders will be converted into the Merger Consideration in accordance with the Merger Agreement. Stockholders may withdraw their demand for appraisal by delivery to Parent of a written withdrawal of demand for appraisal and acceptance of the Merger.

Failure to follow the steps required by Section 262 of the Delaware Law for perfecting appraisal rights may result in the loss of such rights.

Rule 13e-3: The Commission has adopted Rule 13e-3 under the Exchange Act ("Rule 13e-3"), which is applicable to certain "going private" transactions. Rule 13e-3 requires, among other things, that certain financial information concerning the subject company and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such transaction be filed with the Commission and disclosed to stockholders prior to consummation of the transaction.

Parent believes that Rule 13e-3 will not be applicable to the Merger because of the exemption afforded by Rule 13e-3(g)(1), among other reasons. However, under certain circumstances, Rule 13e-3 could be applicable to the Merger or other business combination in which Parent seeks to acquire the remaining Shares it does not beneficially own following the purchase of Shares pursuant to the Offer. For example, if the Merger as consummated is not substantially similar to the Merger as described in this Offer to Purchase and the Merger Agreement, Rule 13e-3 could apply. However, the terms and conditions of the Merger are governed by the Merger Agreement, and any amendment to the Merger Agreement must be approved by each party thereto. If Parent has exercised its right to appoint directors to the Board of Directors following its purchase

Shares pursuant to the Offer, any such amendment must be approved on behalf of the Company by the directors of the Company who are not designees or affiliates of Parent or Offeror.

There can be no assurance that the Merger will take place, even though each party has agreed in the Merger Agreement to use its reasonable best efforts to cause the Merger to occur, because the Merger is subject to certain conditions, some of which are beyond the control of either Parent or the Company. Since Parent's ultimate objective is to acquire ownership of all the Shares, if the Merger does not take place, Parent would consider the acquisition, whether directly or through an affiliate, of Shares through private or open market purchases, or subsequent tender offers or a different type of merger or other combination of the Company with Offeror or an affiliate or subsidiary thereof, or by any other permissible means deemed advisable by it. Except as described in the section captioned "The Merger Agreement", any of these possible transactions might be on terms the same as, or more or less favorable than, those of the Offer or the Merger.

Antitrust. Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission ("FTC"), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied. The acquisition of Shares pursuant to the Offer is subject to these requirements.

A Notification and Report Form with respect to the Offer is expected to be filed under the HSR Act as soon as practicable following commencement of the Offer by each of the Company and Parent. Under the provisions of the HSR Act applicable to the Offer, the purchase of Shares pursuant to the Offer may not be consummated until the expiration of a 15-calendar-day waiting period following the filing by Parent, unless the Antitrust Division and the FTC terminate the waiting period prior thereto. In addition, the Antitrust Division or the FTC may extend such waiting period by requesting additional information or documentary material from Parent. If such a request is made with respect to the Offer, the waiting period related to the Offer will expire at 11:59 p.m., Washington, D.C. time, on the tenth day after substantial compliance by Parent with such request. With respect to each acquisition, the Antitrust Division or the FTC may issue only one request for additional information. In practice, complying with a request for additional information or material can take a significant amount of time. Expiration or termination of applicable waiting periods under the HSR Act is a condition to Offeror's obligation to accept for payment and pay for Shares tendered pursuant to the Offer.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as Offeror's proposed acquisition of the Company. At any time before or after Offeror's purchase of Shares pursuant to the Offer, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or the consummation of the Merger or seeking the divestiture of Shares acquired by Offeror or the divestiture of substantial assets of Parent or its subsidiaries, or the Company or its subsidiaries. Private parties may also bring legal action under the antitrust laws under certain circumstances. There can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if such a challenge is made, of the results thereof.

Public Utility Holding Company Act of 1935. The Commission must approve the acquisition of the Shares pursuant to the Offer and the consummation of the Merger under the 1935 Act. Parent and Offeror expect to file an application for approval with the Commission as soon as practicable following commencement of the Offer.

The 1935 Act directs the Commission to approve any proposed acquisition unless it finds that (1) the proposed acquisition would tend to create detrimental interlocking relations or detrimental concentration of control, (2) the consideration to be paid in connection with the acquisition is not reasonable, or (3) the proposed acquisition would unduly complicate the capital structure of the holding company system after the acquisition or would be

detrimental to the proper functioning of that holding company system. The Commission must also find that the proposed acquisition complies with applicable state law, tends toward the development of an integrated public utility system and otherwise conforms to the 1935 Act's integration and corporate simplification standards. Under these statutory standards, the Commission has in the past permitted registered holding companies to acquire interests in other businesses which are reasonably incidental and

functionally related to the holding company's public utility business. There can be no assurance that the Commission will approve the acquisition of Shares pursuant to the Offer and the Merger.

16. FEES AND EXPENSES.

Parent has retained Georgeson & Co. to act as the Information Agent and ChaseMellon Shareholder Services, L.L.C. to serve as the Depositary in connection with the Offer. The Information Agent and the Depositary each will receive reasonable and customary compensation for their services, be reimbursed for certain reasonable out-of-pocket expenses and be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under the federal securities laws.

Except as described herein, neither Parent nor Offeror will pay any fees or commissions to any broker or dealer or other person in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, banks and trust companies will be reimbursed by Offeror upon request for customary mailing and handling expenses incurred by them in forwarding material to their customers.

17. MISCELLANEOUS.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. Neither Parent nor Offeror is aware of any jurisdiction in which the making of the Offer or the tender of Shares in connection therewith would not be in compliance with the laws of such jurisdiction. If Parent or Offeror becomes aware of any state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto in such state, Offeror will make a good faith effort to comply with any such state statute or seek to have such state statute declared inapplicable to the Offer. If, after such good faith effort, Offeror cannot comply with such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such jurisdiction. In any jurisdiction, the securities, blue sky or other laws of which require the Offer to be made by a licensed broker or dealer, the Offer will be made on behalf of Offeror by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

No person has been authorized to give any information or to make any representation on behalf of Parent or Offeror not contained herein or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. Neither the delivery of this Offer to Purchase nor any purchase pursuant to the Offer shall, under any circumstances, create any implication that there has been no change in the affairs of Parent or the Company since the date as of which information is furnished or the date of this Offer to Purchase.

Parent and Offeror have filed with the Commission the Schedule 14D-1 pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer. In addition, the Company has filed with the Commission the Schedule 14D-9 pursuant to Rule 14d-9 under the Exchange Act, setting forth its recommendation with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. Such schedules and any amendments thereto, including exhibits, should be available for inspection and copies should be obtainable in the manner set forth in Sections 8 and 9.

GPX ACQUISITION CORP.

December 29, 1999

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS
OF PARENT AND OFFEROR

The names and ages of the directors and executive officers of Parent and of Offeror, and their present principal occupations or employment and five-year employment history, are set forth below. Unless otherwise indicated, each individual is a citizen of the United States, has a business address at 300 Madison Avenue, Morristown, New Jersey 07962 and has been employed by Parent for the last five years.

PARENT

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPU, INC.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Theodore H. Black (71).....	Director of Parent since 1988. Chairman, President and Chief Executive Officer of Ingersoll-Rand Company from 1988 until his retirement in 1993 and as a director until 1997. Director of Best Foods and McDermott International.
Thomas B. Hagen (64).....	Director of Parent since 1988. Chairman of the Board of Custom Engineering Co., a custom manufacturer of large metal fabrications and heated platens. Chairman of the Board of the Team Pennsylvania Foundation. Secretary of Commerce and then Secretary of Community & Economic Development of the Commonwealth of Pennsylvania from January 1995 to March 1997. First elected as a director of Parent in 1988, resigned upon his appointment as Secretary of Commerce in 1995 and returned to the Board in April 1997. Director of ANI-Motion, Inc., St. Raymond Wood Products Holdings, Ltd., Bliley Electric Company and the Pennsylvania Housing Finance Agency. Member and past chairman of the Council of Fellows of Penn State -- Erie, the Behrend College, the immediate past President and a councilor of The Pennsylvania Society, a director of the Athenaeum of Philadelphia and Preservation Pennsylvania, and a trustee of the Northwest Pennsylvania Technical Institute.
Kenneth L. Wolfe (60).....	Director of Parent since 1999. Chairman and Chief Executive Officer of Hershey Foods Corporation since 1994. Director of Hershey Trust Company and member of the Board of Managers of the Milton S. Hershey School and the M.S. Hershey Foundation. Director of Bausch & Lomb Incorporated and Carpenter Technology Corporation. Board member of the Pennsylvania Chamber of Business and Industry, member of Penn State's Hershey Medical Center Board of Visitors and vice chairman for the Grocery Manufacturers of America, Inc. and the Pennsylvania Business Roundtable.

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPU, INC.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Bryan S. Townsend (69).....	Director of Parent since 1996. Retired as Chairman of Midlands Electricity plc ("Midlands"), a British regional electric company, in August 1996 following its acquisition by Avon Energy Partners Holdings ("Avon"), a wholly owned subsidiary of Parent. Served as Chairman of Midlands since 1986, becoming Chairman and Chief Executive upon Midlands' privatization in 1990. Past director of JBA International Ltd. (a supplier of computer software business systems), a past chairman of the British National Committee and a member of the Scientific Directing and Organizing Committee of CIRED (International Conference on Electricity Distribution). Past chairman of the Birmingham Repertory Theatre and the West Midlands Confederation of British Industry. Mr. Townsend is a citizen of the United Kingdom.
Fred D. Hafer (58).....	Chairman, Chief Executive Officer, President and a Director of Parent and GPU Service, Inc. ("GPUS"). Became President, Chief Operating Officer and a Director of Parent and GPUS in July 1996 and was elected to the additional positions of Chairman and Chief Executive Officer in May 1997. Chairman and a Director of Offeror. Also Chairman, Chief Executive Officer and a Director of Jersey Central Power & Light Company ("JCP&L"), Metropolitan Edison Company ("Met-Ed") and Pennsylvania Electric Company ("Penelec"); Chairman and a Director of GPU Nuclear, Inc. ("GPUN"); Chairman, Chief Executive Officer and a Director of GPU Advanced Resources, Inc. ("GPU AR"); Chairman and a Director of GPU Capital, Inc. ("GPU Capital"); and a Director of GPU Telcom Services, Inc. ("GPU Telcom"), GPU Electric, Inc. ("GPU Electric"), GPU International, Inc. ("GPUI"), GPU Power, Inc. ("GPU Power"),

	Saxton Nuclear Experimental Corporation ("Saxton"), Avon, Midlands and GPU PowerNet PTY Ltd. ("GPU PowerNet"), all subsidiaries of Parent. Served as President of Met-Ed from 1986 to 1996, and as President of Penelec from 1994 to 1996. Director of the U.S. Chamber of Commerce and Utilities Mutual Insurance Company, a director and past president of the Manufacturers Association of Berks County and a past Chairman of the Board of the Pennsylvania Electric Association. Director of the Reading Hospital and Medical Center, a trustee of the Caron Foundation, and immediate past chairman and a member of the Board of Trustees of Drug-Free Pennsylvania.

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPU, INC.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Carlisle A. H. Trost (69).....	Director of Parent since 1990. Member of the Board of Directors of GPUN and Chairman of that Board's Nuclear Safety and Compliance Committee. Served in the United States Navy from 1953 until his retirement in 1990 from his post as Chief of Naval Operations. Chairman of the Board of Directors of Bird-Johnson Co. and a Director of General Dynamics Corporation, Lockheed Martin Corporation and Precision Components Corporation.
Patricia K. Woolf, Ph.D. (65).....	Director of Parent since 1983. Consultant, author, and Lecturer in the Department of Molecular Biology at Princeton University. Director of CK Witco and the National Life Holding Company. Trustee of the New Economy Fund and a director of the American Balanced Fund, the Income Fund of America, the Growth Fund of America, the Small Cap World Fund and Fundamental Investors, all of The Capital Group of Los Angeles.
Henry F. Henderson, Jr. (71).....	Director of Parent since 1989. President, Chief Executive Officer and a director of H. F. Henderson Industries, designers and manufacturers of process control and engineered systems for government and industry, including industrial process controls and defense electronics. Director of the Partnership for New Jersey, the Defense Orientation Conference Association and Delta Dental Plan. Chairman of the World Trade Center Club Board of Advisors, a trustee of Stevens Institute of Technology, New York Theological Seminary, New Jersey State Employment and Training Commission and Paterson Economic Development Corporation, and a member of the Business Executives for National Security.
John M. Pietruski (66).....	Director of Parent since 1989. Chairman of the Board of Texas Biotechnology Corporation, a pharmaceutical research and development company. President of Dansara Company, a management consulting firm. Director of Hershey Foods Corporation, Lincoln National Corporation and Professional Detailing, Inc. Regent of Concordia College
Catherine A. Rein (56).....	Director of Parent since 1989. President and Chief Executive Officer of Metropolitan Property and Casualty Insurance Company. Director of The Bank of New York, Inc., Corning Inc., New England Financial, Inc., and INROADS, New York, Inc., a trustee emeritus of the National Urban League and a trustee of the New York University Law Center Foundation.

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPU, INC.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
I.H. Jolles (61).....	Senior Vice President and General Counsel of Parent since 1990. Executive Vice President, General Counsel and a director of GPUS since 1990, Vice President and General Counsel of JCP&L, Met-Ed, Penelec and GPUN. Director of GPUI, GPU Power, GPU Capital, GPU Electric, Avon, Midlands, GPU PowerNet, GPU GasNet Pty Ltd. ("GPU GasNet") and Parent's South American subsidiaries, Empresa Distribuidora Electrica Regional S.A., Empresa Distribuidora San Luis S.A., Empresa Distribuidora del Electricidad de la Rioja S.A. and Empresa Distribuidora de Electricidad de Salta S.A. (collectively, "Emdersa"). Director of Utilities Mutual Insurance Company.
Bruce L. Levy (44).....	Senior Vice President and Chief Financial Officer of Parent since 1998. President and Director of Offeror. President and Director of GPU Capital. Executive Vice President and a Director of GPUS and Vice President of JCP&L, Met-Ed and Penelec since 1998. Director of GPUI, GPU Power, GPU Electric, Avon, Midlands, GPU PowerNet, GPU GasNet and Emdersa. President and Chief Executive Officer of GPUI from 1991 to 1998.
P.E. Maricondo (53).....	Vice President, Comptroller and Chief Accounting Officer of Parent since 1998. Vice President -- Internal Auditing of

	GPUS from 1997-1998. Vice President and Comptroller of GPUN from 1993-1997.
T.G. Howson (51).....	Vice President and Treasurer of Parent since 1994. Vice President and Treasurer of JCP&L, Met-Ed, Penelec, GPUN and Saxton since 1994, Vice President and Treasurer of GPU AR and GPU Telcom since 1997. Treasurer of Offeror.
S.L. Guibord (50).....	Secretary of Parent since 1999. Secretary of JCP&L, Met-Ed, and Penelec since 1996. Secretary of GPUS since 1999. Secretary of GPU Telcom and GPU AR since 1997. Secretary of GPUN since 1996. Division Counsel of GPUS from 1996 until 1999. Corporate compliance auditing director of GPUS from 1993 until 1996.
T.G. Broughton (52).....	President and Director of GPUN since 1996. Executive Vice President of GPUN since 1995. Vice President -- TMI of GPUN from 1991-1995.
Robert L. Wise (56).....	President and Director of JCP&L, Met-Ed and Penelec, and President, Chief Executive Officer and a Director of GPU Telcom since 1999. A Director of GPUS since 1999. President, Chief Operating Officer and Director of GPU Generation, Inc. from 1996 to 1999. Director of US Bancorp Trust Company, US Bancorp, Inc., U.S. National Bank of Johnstown, PA., and Utilities Mutual Insurance Company.

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPU, INC.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
C.B. Snyder (54).....	Executive Vice President -- Corporate Affairs of GPUS since 1998. Director of GPUS, GPU AR, GPU PowerNet and GPU GasNet. Previously served as Senior Vice President -- Corporate Affairs of GPUS since 1997, Vice President -- Public Affairs of JCP&L since 1996, and Vice President -- Public Affairs of Met-Ed and Penelec since 1994.

OFFEROR

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPX ACQUISITION CORP.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Fred D. Hafer (58).....	Chairman and Director of Offeror. Chairman, Chief Executive Officer, President and Director of Parent and GPUS. Became President and Chief Operating Officer and a Director of Parent and GPUS in July 1996 and was elected to the additional positions of Chairman and Chief Executive Officer in May 1997. Also Chairman, Chief Executive Officer and a Director of JCP&L, Met-Ed and Penelec; Chairman and a Director of GPUN; Chairman, Chief Executive Officer and a Director of GPU AR; Chairman and Director of GPU Capital; and a Director of GPU Telcom, GPU Electric, GPUI, GPU Power, Saxton, Avon, Midlands and GPU PowerNet, all subsidiaries of Parent. Served as President of Met-Ed from 1986 to 1996, and as President of Penelec from 1994 to 1996. Director of the U.S. Chamber of Commerce, Utilities Mutual Insurance Company, a director and past president of the Manufacturers Association of Berks County and past Chairman of the Board of the Pennsylvania Electric Association. Director of the Reading Hospital and Medical Center, a trustee of the Caron Foundation, and immediate past chairman and a member of the Board of Trustees of Drug-Free Pennsylvania.
Bruce L. Levy (44).....	President and Director of Offeror. Senior Vice President and Chief Financial Officer of Parent since 1998; President and Director of GPU Capital. Executive Vice President and a Director of GPUS and Vice President of JCP&L, Met-Ed and Penelec since 1998. Director of GPUI, GPU Power, GPU Electric, Avon, Midlands and GPU PowerNet, GPU GasNet and Emdersa. President and Chief Executive Officer of GPUI from 1991 to 1998.

NAME AND AGE	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH GPX ACQUISITION CORP.; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
D.C. Brauer (46)	Vice President and Director of Offeror. Vice President of GPUS since 1997. Director of GPU PowerNet and GPU GasNet. Vice President -- Finance and Treasurer of GPUI from 1993 to 1997, of GPU Power from 1994 to 1997 and of GPU Electric from 1995 to 1997.
T.G. Howson (51)	Treasurer of Offeror. Vice President and Treasurer of Parent since 1994. Vice President and Treasurer of JCP&L, Met-Ed, Penelec, GPUN and Saxton since 1994, Vice President and Treasurer of GPU AR and GPU Telcom since 1997.
S.L. Guibord (50)	Secretary of Offeror. Secretary of Parent since 1999. Secretary of JCP&L, Met-Ed, and Penelec since 1996. Secretary of GPUS since 1999. Secretary of GPU Telcom and GPU AR since 1997. Secretary of GPUN since 1996. Division Counsel of GPUS from 1996 until 1999. Corporate compliance auditing director of GPUS from 1993 until 1996.

MANUALLY SIGNED FACSIMILE COPIES OF THE LETTER OF TRANSMITTAL WILL BE ACCEPTED. THE LETTER OF TRANSMITTAL AND CERTIFICATES FOR SHARES AND ANY OTHER REQUIRED DOCUMENTS SHOULD BE SENT OR DELIVERED BY EACH STOCKHOLDER OF THE COMPANY OR HIS BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE TO THE DEPOSITARY AT ONE OF THE ADDRESSES SET FORTH BELOW:

THE DEPOSITARY FOR THE OFFER IS:
CHASEMELLON SHAREHOLDER SERVICES, L.L.C.

BY MAIL:	BY HAND IN NEW YORK:	BY HAND/OVERNIGHT COURIER:
Reorganization Department	Reorganization Department	Reorganization Department
P.O. Box 3301	120 Broadway	85 Challenger Road
South Hackensack, NJ 07606	13th Floor	Mail Stop-Reorg
	New York, NY 10271	Ridgefield Park, NJ 07660

FACSIMILE COPY NUMBER
(FOR ELIGIBLE INSTITUTIONS ONLY):

(201) 296-4293

TO CONFIRM RECEIPT OF NOTICE OF GUARANTEED DELIVERY:

(201) 296-4860

Any questions or requests for assistance or additional copies of the Offer to Purchase and the Letter of Transmittal and Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone number and location listed below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

[GEORGESON SHAREHOLDER COMMUNICATIONS INC. LOGO]

17 STATE STREET
10TH FLOOR
NEW YORK, NEW YORK 10004

BANKS AND BROKERAGE FIRMS CALL COLLECT:

(212) 440-9800

ALL OTHERS CALL TOLL FREE:
(800) 223-2064

LETTER OF TRANSMITTAL

TO TENDER SHARES OF COMMON STOCK

OF

MYR GROUP INC.
PURSUANT TO THE OFFER TO PURCHASE
DATED DECEMBER 29, 1999

BY

GPX ACQUISITION CORP.
A DIRECT WHOLLY OWNED SUBSIDIARY OF

GPU, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 29, 2000, UNLESS THE OFFER IS EXTENDED.

THE DEPOSITARY IS:
CHASEMELLON SHAREHOLDER SERVICES, L.L.C.

BY MAIL:	BY HAND IN NEW YORK:	BY HAND/OVERNIGHT COURIER:
Reorganization Department	Reorganization Department	Reorganization Department
P.O. Box 3301	120 Broadway	85 Challenger Road
South Hackensack, NJ 07606	13th Floor	Mail Stop-Reorg
	New York, NY 10271	Ridgefield Park, NJ 07660

BY FACSIMILE TRANSMISSION
(FOR ELIGIBLE INSTITUTIONS ONLY):
(201) 296-4293

TO CONFIRM RECEIPT OF NOTICE OF GUARANTEED DELIVERY:
(201) 296-4860

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S)
(PLEASE FILL IN, IF BLANK, EXACTLY AS NAME(S) APPEAR(S) ON THE CERTIFICATE(S))

CERTIFICATE(S) ENCLOSED
(ATTACH ADDITIONAL SIGNED LIST, IF NECESSARY)

CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)*	NUMBER OF SHARES TENDERED**
TOTAL NUMBER OF SHARES		

* Need not be completed by stockholders delivering Shares by book-entry transfer through the Depositary.

** Unless otherwise indicated, it will be assumed that all Shares represented by any Certificates delivered to the Depositary are being tendered. See Instruction 4.

[ ] CHECK HERE IF CERTIFICATES HAVE BEEN LOST OR MUTILATED. SEE INSTRUCTION 12.

FOR OFFICE USE ONLY

DEBIT SHARES ---- PARTIAL ---- SBL/LT ---- ALT PAYEE ---- SPEC. DEL ----
----- APPROVED ----- INPUT ----- AUDIT ----- MAILED -----

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET

FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by stockholders of MYR Group Inc. if (i) certificates evidencing Shares ("Certificates") are to be forwarded with this Letter of Transmittal or (ii) unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares (as defined below) is to be made by book-entry transfer to an account maintained by ChaseMellon Shareholder Services, L.L.C. at The Depository Trust Company or the Philadelphia Depository Trust Company (each a "Book-Entry Transfer Facility" and, collectively, the "Book-Entry Transfer Facilities") pursuant to the procedures set forth in Section 3 of the Offer to Purchase. DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depositary prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2.

[ ]CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH A BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN A BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution:

Account Number:

Transaction Code Number:

[ ]CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING. PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY.

Name(s) of Registered Stockholder(s):

Window Ticket Number (if any):

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution which Guaranteed Delivery:

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates for Shares not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned, or if Shares delivered by book-entry transfer that are not accepted for payment are to be returned by credit to an account maintained at a Book-Entry Transfer Facility other than the account indicated above.

Issue check and/or Certificate(s) to:

Name

(PLEASE TYPE OR PRINT)

Address

(INCLUDE A ZIP CODE)

(RECIPIENT'S TAXPAYER IDENTIFICATION
OR SOCIAL SECURITY NUMBER)

(ALSO COMPLETE SUBSTITUTE FORM W-9 BELOW)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates for Shares not tendered or not accepted for payment are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Certificate(s) to:

Name

(PLEASE TYPE OR PRINT)

Address

(INCLUDE A ZIP CODE)

(RECIPIENT'S TAXPAYER IDENTIFICATION
OR SOCIAL SECURITY NUMBER)

(ALSO COMPLETE SUBSTITUTE FORM W-9 BELOW)

IMPORTANT:
STOCKHOLDER: SIGN HERE
(PLEASE COMPLETE SUBSTITUTE FORM W-9 BELOW)

SIGNATURE(S) OF STOCKHOLDER(S)

Dated:
--- , 2000

(MUST BE SIGNED BY REGISTERED HOLDER(S) EXACTLY AS NAME(S) APPEAR(S) ON CERTIFICATE(S) OR ON A SECURITY POSITION LISTING OR BY THE PERSON(S) AUTHORIZED TO BECOME REGISTERED HOLDER(S) BY CERTIFICATES AND DOCUMENTS TRANSMITTED HEREWITH. IF SIGNATURE IS BY A TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN,

ATTORNEY-IN-FACT, AGENT, OFFICER OF A CORPORATION OR OTHER PERSON ACTING IN A FIDUCIARY OR REPRESENTATIVE CAPACITY, PLEASE SET FORTH FULL TITLE AND SEE INSTRUCTION 5.)

Name(s):----------
(PLEASE TYPE OR PRINT)

Capacity (full title):

Address:

(INCLUDE A ZIP CODE)

Area Code and Telephone Number:

(HOME)

(BUSINESS)

Taxpayer Identification Number or Social Security Number:

(SEE SUBSTITUTE FORM W-9 BELOW)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 5)

FOR USE BY FINANCIAL INSTITUTIONS ONLY, PLACE MEDALLION GUARANTEE IN SPACE BELOW.

Authorized Signature(s):

Name: ----------
(PLEASE TYPE OR PRINT)

Title:

Name of Firm:

Address:

(INCLUDE A ZIP CODE)

Area Code and Telephone Number:

Dated:
---------- , 2000

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TO BE COMPLETED BY ALL TENDERING STOCKHOLDERS

PAYER'S NAME:
CHASEMELLON SHAREHOLDER SERVICES, L.L.C.

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE	PART 1 -- PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	TIN: ---------- (Social Security Number or Taxpayer Identification Number)

PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ("TIN") AND CERTIFICATION	PART 2 -- FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (See Instructions).
	PART 3 -- CERTIFICATION -- UNDER PENALTIES OF PERJURY, I CERTIFY THAT: (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

SIGNATURE _____ DATE _____

CERTIFICATION INSTRUCTIONS -- You must cross out item (2) of Part 3 above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2) of Part 3.

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING YOUR TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a TIN has not been issued to me, and either (1) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 31% of all payments pursuant to the Offer made to me will be withheld, but such amounts will be refunded to me if I then provide a TIN within sixty (60) days.

Signature: _____

Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR INSTRUCTIONS.

Ladies and Gentlemen:

The undersigned hereby tenders to GPX Acquisition Corp. ("Offeror"), a Delaware corporation and a direct wholly owned subsidiary of GPU, Inc. ("Parent"), a Pennsylvania corporation, the above-described shares of common stock, par value $0.01 per share (the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), pursuant to Offeror's offer to purchase all of the outstanding Shares at a purchase price of $30.10 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 29, 1999 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with any amendments and supplements to each document, collectively constitute the "Offer"). The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of December 21, 1999 (the "Merger Agreement"), by and among Parent, Offeror and the Company.

Subject to, and effective upon, acceptance for payment of, or payment for,

the Shares tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, Offeror all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other shares or other securities issued or issuable in respect of such Shares on or after December 29, 1999) and appoints ChaseMellon Shareholder Services, L.L.C. (the "Depositary") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and such other shares or securities), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver Certificates for such Shares (and such other shares or securities), or transfer ownership of such Shares (and such other Shares or securities) on the account books maintained by a Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Offeror, (b) present such Shares (and such other shares or securities) for transfer on the books of the Company, and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and such other shares or securities), all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each designee of Offeror as the attorney-in-fact and proxy of the undersigned, each with full power of substitution, to the full extent of the rights of the undersigned with respect to the Shares tendered herewith and accepted for payment by Offeror prior to the time of any vote or other action (and any and all other shares or other securities issued or issuable in respect of such Shares on or after the date of the Offer to Purchase). All such powers of attorney and proxies shall be considered irrevocable and coupled with an interest. Such appointment will be effective when, and only to the extent that, Offeror accepts such Shares for payment. Upon such acceptance for payment, all prior powers of attorney and proxies given by the stockholder with respect to such Shares (and such other shares and securities) will, without further action, be revoked and no subsequent powers of attorney and proxies may be given nor any subsequent written consents executed (and, if given or executed, will not be deemed effective). The designees of Offeror will, with respect to the Shares (and such other shares and securities) for which such appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they in their sole discretion may deem proper at any annual or special meeting of the Company's stockholders, or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. Offeror reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Offeror's payment for such Shares, Offeror must be able to exercise full voting and other rights with respect to such Shares (and such other shares and securities), including voting at any meeting of stockholders then scheduled.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any and all other shares or other securities issued or issuable in respect of such Shares on or after the date of the Offer to Purchase) and that when the same are accepted for payment by Offeror, Offeror will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depositary or Offeror to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and such other shares or securities).

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Offeror upon the terms and subject to the conditions of the Offer.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, Offeror may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated in this Letter of Transmittal under "Special

Payment Instructions," please issue the check for the purchase price and return any Shares not tendered or not purchased in the name(s) of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and return any Certificates not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price and return any Shares not tendered or not purchased in the name(s) of, and mail such check and any Certificates to, the person(s) so indicated. Unless otherwise indicated under "Special Payment Instructions," in the case of book-entry delivery of Shares, please credit the account maintained at a Book-Entry Transfer Facility with respect to any Shares not accepted for payment. The undersigned recognizes that Offeror has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder(s) thereof if Offeror does not accept for payment any of the Shares so tendered.

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. Except as otherwise provided below, signatures on Letters of Transmittal must be guaranteed by a bank, broker, dealer, credit union or savings association or other entity that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., (each of the foregoing being referred to as an "Eligible Institution" and, collectively, as "Eligible Institutions"), except in cases where Shares are tendered (i) by a registered holder of Shares who has not completed either the box labeled "Special Delivery Instructions" or the box labeled "Special Payment Instructions" on the Letter of Transmittal or (ii) for the account of any Eligible Institution. See Instruction 5. If the Certificates are registered in the name of a person other than the signer of this Letter of Transmittal, or if payment is to be made, or Certificates not accepted for payment or not tendered are to be returned, to a person other than the registered holder, then the Certificates must be endorsed or accompanied by duly executed stock powers, in either case, signed exactly as the name of the registered holder appears on such Certificates, with the signatures on such Certificates or stock powers guaranteed by an Eligible Institution as provided herein. See Instruction 5.

2. REQUIREMENTS OF TENDER. This Letter of Transmittal is to be used if (i) Certificates are to be forwarded herewith or (ii) unless an Agent's Message is utilized, if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at one of the Book-Entry Transfer Facilities of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any other documents required by this Letter of Transmittal or an Agent's Message in the case of a book-entry delivery, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date. Stockholders who cannot deliver their Shares and all other required documents to the Depositary by the Expiration Date must tender their Shares pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Pursuant to such procedures: (a) such tender must be made by or through an Eligible Institution; (b) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Offeror, must be received by the Depositary prior to the Expiration Date; and (c) the Certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation (as defined in the Offer to Purchase)), together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), and any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and any other documents required by this Letter of Transmittal must be received by the Depositary within three trading days after the date of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase. The term "trading day" means any day on which the New York Stock Exchange is open for business.

THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH A BOOK-ENTRY TRANSFER FACILITY,

IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or a manually signed facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. INADEQUATE SPACE. If the space provided in this Letter of Transmittal is inadequate, the information required under "Description of Shares Tendered" should be listed on a separate schedule attached hereto.

4. PARTIAL TENDERS (NOT APPLICABLE TO STOCKHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER). If fewer than all the Shares represented by any Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, a new Certificate for the remainder of the Shares represented by the old Certificate(s) will be sent to the person(s) signing this Letter of Transmittal unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable after the Expiration Date. All Shares represented by Certificate(s) delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL; INSTRUMENTS OF TRANSFER AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificates without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s), in which case, the Certificate(s) for such Shares tendered hereby must be endorsed, or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appears(s) on the Certificate(s) for such Shares. Signatures on any such Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, the related Certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificates for such Shares. Signature(s) on any such Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Offeror of the authority of such person so to act must be submitted.

6. STOCK TRANSFER TAXES. Except as set forth in this Instruction 6, Offeror will pay any stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or Shares not tendered or not purchased are to be returned in the name of, any person other than the registered holder(s), then the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE CERTIFICATES LISTED IN THIS LETTER OF TRANSMITTAL.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to an account maintained at a Book-Entry Transfer Facility as such stockholder may designate under "Special Payment Instructions". If no such instructions are given, any such Shares not purchased will be credited to an account maintained at a Book-Entry Transfer Facility.

8. SUBSTITUTE FORM W-9. Each tendering stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9, which is provided under "Important Tax Information" below and to certify that the stockholder is not subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to a penalty and 31% federal income tax backup withholding on the payment of the purchase price for the Shares. If the tendering stockholder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, the tendering stockholder should follow the instructions set forth in Part 3 of the Substitute Form W-9 and sign and date both the Substitute Form W-9 and the "Certificate of Awaiting Taxpayer Identification Number." If the stockholder has indicated in Part 3 that a TIN has been applied for and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold 31% of all payments of the purchase price. Such amounts, however, will be refunded if a TIN is provided to the Depositary within 60 days.

9. FOREIGN HOLDERS. Foreign holders must submit a completed IRS Form W-8 to avoid 31% backup withholding. IRS Form W-8 may be obtained by contacting the Depositary at one of the addresses on the front page of this Letter of Transmittal.

10. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be obtained from the Information Agent at the address or telephone number set forth below.

11. WAIVER OF CONDITIONS. The conditions of the Offer may be waived by Offeror (subject to certain limitations in the Merger Agreement), in whole or in part, at any time or from time to time, in Offeror's sole discretion.

12. LOST OR DESTROYED CERTIFICATES. If any Certificate representing Shares has been lost or destroyed, the holder thereof should promptly notify the Transfer Agent, Harris Trust and Savings Bank at 311 West Monroe, 14th Floor, P.O. Box A-3504, Chicago, Illinois 60690-3504, Attention: Shareholder Services, telephone number (312) 360-5100. The holder will then be instructed as to the procedure to be followed in order to replace the Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Certificates have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY SIGNED FACSIMILE HEREOF), TOGETHER WITH CERTIFICATES OR CONFIRMATIONS OF A BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS, OR A NOTICE OF GUARANTEED DELIVERY, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under federal income tax law, a stockholder whose tendered Shares are accepted for payment is required to provide the Depositary (as payor) with such

stockholder's correct TIN on the Substitute Form W-9. If such stockholder is an individual, the TIN is such stockholder's social security number. If the Depositary is not provided with the correct TIN, the stockholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding.

Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements and should indicate their status by writing "exempt" across the face of, and by signing and dating, the substitute Form W-9. In order for a foreign individual to qualify as an exempt recipient, that stockholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Such statements may be obtained from the Depositary. All exempt recipients (including foreign persons wishing to qualify as exempt recipients) should see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 31% of any payments made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup federal income tax withholding on payments that are made to a stockholder with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depositary of such stockholder's correct TIN by completing the form certifying that the TIN provided on the Substitute Form W-9 is correct.

WHAT NUMBER TO GIVE THE DEPOSITARY

The stockholder is required to give the Depositary the social security number or employer identification number of the record owner of the Shares. If the Shares are registered in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidelines on which number to report.

MANUALLY SIGNED FACSIMILE COPIES OF THE LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED, WILL BE ACCEPTED. THE LETTER OF TRANSMITTAL, CERTIFICATES FOR SHARES AND ANY OTHER REQUIRED DOCUMENTS SHOULD BE SENT OR DELIVERED BY EACH STOCKHOLDER OR SUCH STOCKHOLDER'S BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE TO THE DEPOSITARY AT ONE OF ITS ADDRESSES SET FORTH ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers listed below. Additional copies of the Offer to Purchase, the Letter of Transmittal and other tender offer materials may be obtained from the Information Agent as set forth below, and will be promptly furnished at the Offeror's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

[GEORGESON SHAREHOLDER COMMUNICATIONS INC. LOGO]

17 STATE STREET
10TH FLOOR
NEW YORK, NEW YORK 10004

BANKS AND BROKERAGE FIRMS CALL COLLECT:
(212) 440-9800

ALL OTHERS CALL TOLL FREE:
(800) 223-2064

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OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF

MYR GROUP INC.
AT
$30.10 NET PER SHARE
BY

GPX ACQUISITION CORP.
A DIRECT WHOLLY OWNED SUBSIDIARY OF

GPU, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 29, 2000,
UNLESS THE OFFER IS EXTENDED.

December 29, 1999

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

We are writing to you in connection with the offer by GPX Acquisition Corp., a Delaware corporation ("Offeror") and a direct wholly owned subsidiary of GPU, Inc., a Pennsylvania corporation ("Parent"), to purchase all outstanding shares of Common Stock, par value $0.01 per share (the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), at a purchase price of $30.10 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 29, 1999 (the "Offer to Purchase") and in the related Letter of Transmittal (which, together with any amendments and supplements to each document, collectively constitute the "Offer"), enclosed herewith. Offeror is a corporation that does not have any operations. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 21, 1999, by and among Parent, Offeror and the Company (the "Merger Agreement"). Holders of Shares whose certificates for such Shares (the "Certificates") are not immediately available or who cannot deliver their Certificates and all other required documents to ChaseMellon Shareholder Services, L.L.C. (the "Depositary") or complete the procedures for book-entry transfer prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold Shares in your name or in the name of your nominee.

Enclosed herewith for your information and forwarding to your clients are copies of the following documents:

1. The Offer to Purchase, dated December 29, 1999.

2. The Letter of Transmittal to tender Shares for your use and for the information of your clients. Facsimile copies of the Letter of Transmittal may be used to tender Shares.

3. A letter to stockholders of the Company from Charles M. Brennan III, Chairman of the Board, together with a Solicitation/Recommendation Statement on Schedule 14D-9 filed with the Securities and Exchange Commission by the Company and mailed to the stockholders of the Company.

4. The Notice of Guaranteed Delivery for Tender of Shares to be used to accept the Offer if following the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

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5. A printed form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name, with space provided for obtaining such clients' instructions with regard to the Offer.

6. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9.

7. A return envelope addressed to the Depositary.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FEBRUARY 29, 2000, UNLESS THE OFFER IS EXTENDED.

Please note the following:

1. The tender price is $30.10 per Share, net to the seller in cash, without interest.

2. The Offer is conditioned upon, among other things, (A) such number of Shares of the Company having been validly tendered and not withdrawn prior to the Expiration Date (as defined in the Offer to Purchase) that, together with Shares beneficially owned by Parent and any of its affiliates on that date, constitute more than 50.1% of the Shares, assuming exercise and conversion of all outstanding options and convertible securities of the Company and (B) the Securities and Exchange Commission having issued an order under the Public Utility Holding Company Act of 1935, as amended, reasonably acceptable to Parent and Offeror authorizing the acquisition of Shares, the Merger (as defined in the Merger Agreement) and the other transactions contemplated by the Merger Agreement.

3. The Offer is being made for all of the outstanding Shares.

4. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the transfer of Shares pursuant to the Offer. However, federal income tax backup withholding at a rate of 31% may be required, unless an exemption is available or unless the required taxpayer identification information is provided. See "Important Tax Information" in the Letter of Transmittal.

5. The Board of Directors of the Company has unanimously approved the Merger Agreement, determined that the Offer and the Merger are fair to and in the best interests of the stockholders of the Company (other than Parent and its subsidiaries) and recommends that all stockholders of the Company accept the Offer and tender all their Shares pursuant to the Offer.

6. Notwithstanding any other provision of the Offer, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (a) Certificates pursuant to the procedures set forth in Section 3 of the Offer to Purchase or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares, (b) a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Certificates for Shares or Book-Entry Confirmations are actually received by the Depositary.

If holders of Shares wish to tender, but it is impracticable for them to forward their Certificates or other required documents or complete the procedures for book-entry transfer prior to the Expiration Date, a tender may be effected by following the guaranteed delivery procedures specified in Section 3 of the Offer to Purchase.

None of Offeror, Parent, or any officer, director, stockholder, agent or other representative of Offeror or Parent, will pay any fees or commissions to any broker, dealer or other person (other than the Depositary and the Information Agent as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the

Offer. Offeror will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed

materials to your clients. Offeror will pay or cause to be paid any transfer taxes payable on the transfer of Shares to it, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to Georgeson & Co., the Information Agent for the Offer, at its address and telephone number set forth on the back cover of the Offer to Purchase.

Additional copies of the enclosed materials may be obtained from the Information Agent or from brokers, dealers, commercial banks or trust companies.

Very truly yours,

GPU, INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON THE AGENT OF PARENT, OFFEROR, THE DEPOSITARY, THE INFORMATION AGENT, OR ANY AFFILIATE OF ANY OF THEM, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENT OR USE ANY DOCUMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
MYR GROUP INC.
AT
$30.10 NET PER SHARE
BY

GPX ACQUISITION CORP.
A DIRECT WHOLLY OWNED SUBSIDIARY OF

GPU, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 29, 2000,
UNLESS THE OFFER IS EXTENDED.

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated December 29, 1999 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments and supplements to each document, collectively constitute the "Offer"), relating to an offer by GPX Acquisition Corp., a Delaware corporation ("Offeror") and a direct wholly owned subsidiary of GPU, Inc., a Pennsylvania corporation ("Parent"), to purchase all outstanding shares of Common Stock, par value $0.01 per share (the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), at a purchase price of $30.10 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 21, 1999, by and among Parent, Offeror and the Company (the "Merger Agreement"). Offeror is a corporation that does not have any operations. This material is being forwarded to you as the beneficial owner of Shares carried by us in your account but not registered in your name.

WE ARE (OR OUR NOMINEE IS) THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

Accordingly, we request instructions as to whether you wish to have us tender any or all of the Shares held by us for your account pursuant to the terms and conditions set forth in the Offer.

Please note the following:

1. The tender price is $30.10 per Share, net to the seller in cash, without interest.

2. The Offer is conditioned upon, among other things, (A) such number of Shares of the Company having been validly tendered and not withdrawn prior to the Expiration Date (as defined in the Offer to Purchase) that, together with Shares beneficially owned by Parent and any of its affiliates on that date, constitute more than 50.1% of the Shares, assuming exercise and conversion of all outstanding options and convertible securities of the Company and (B) the Securities and Exchange Commission having issued an order under the Public Utility Holding Company Act of 1935, as amended, reasonably acceptable to Parent and Offeror authorizing the acquisition of Shares, the Merger (as defined in the Merger Agreement) and the other transactions contemplated by the Merger Agreement.

3. The Offer is being made for all of the outstanding Shares.

4. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the transfer of Shares

pursuant to the Offer. However, federal income tax backup withholding at a

rate of 31% may be required, unless an exemption is available or unless the required taxpayer identification information is provided. See "Important Tax Information" in the Letter of Transmittal.

5. The Board of Directors of the Company has unanimously approved the Merger Agreement, determined that the Offer and the Merger are fair to and in the best interests of the stockholders of the Company (other than Parent and its subsidiaries) and recommends that all stockholders of the Company accept the Offer and tender all their Shares pursuant to the Offer.

6. Notwithstanding any other provision of the Offer, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (a) certificates for Shares pursuant to the procedures set forth in Section 3 of the Offer to Purchase or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares, (b) a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Certificates for Shares or Book-Entry Confirmations are actually received by the Depositary.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 29, 2000, UNLESS THE OFFER IS EXTENDED.

If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form set forth below. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise indicated in such instruction form. An envelope to return your instructions is enclosed. PLEASE FORWARD YOUR INSTRUCTIONS AS SOON AS POSSIBLE TO ALLOW US AMPLE TIME TO TENDER YOUR SHARES ON YOUR BEHALF PRIOR TO THE EXPIRATION OF THE OFFER.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares residing in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, Offeror may, in its discretion, take such action as it may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

If the securities laws of any jurisdiction require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Offeror by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

INSTRUCTIONS WITH RESPECT TO
THE OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF

MYR GROUP INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated December 29, 1999 (as amended, the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") in connection with the offer by GPX Acquisition Corp., a Delaware corporation ("Offeror") and a direct wholly owned subsidiary of GPU, Inc., a Pennsylvania corporation ("Parent"), to purchase all outstanding shares of Common Stock, par value $0.01 per share (the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), at a purchase price of $30.10 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer. Offeror is a corporation that does not have any operations. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 21, 1999, by and among Parent, Offeror and the Company.

This will instruct you to tender to the Purchaser the number of Shares indicated below (or if no number is indicated below, all Shares) which are held by you for the account of the undersigned, upon the terms and subject to the

conditions set forth in the Offer.

Number of Shares to be Tendered:* ----------

Account Number: ----------

Date: ---------- , 2000

SIGN HERE

Signature(s)

(Print Name(s))

(Print Address(es))

(Area Code and Telephone Number(s))

(Taxpayer Identification or
Social Security Number(s))

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* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

NOTICE OF GUARANTEED DELIVERY
FOR TENDER OF SHARES OF COMMON STOCK
OF

MYR GROUP INC.

This form, or one substantially equivalent hereto, must be used to accept the Offer (as defined below) if certificates for shares of Common Stock, par value $0.01 per share (the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), are not immediately available or the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary prior to the Expiration Date (as defined in the Offer to Purchase). This Notice of Guaranteed Delivery may be delivered by hand or facsimile transmission or mailed to the Depositary. See Section 3 of the Offer to Purchase, dated December 29, 1999 (the "Offer to Purchase").

THE DEPOSITARY FOR THE OFFER IS:
CHASEMELLON SHAREHOLDER SERVICES, L.L.C.

BY MAIL:	BY HAND IN NEW YORK:	BY HAND/OVERNIGHT COURIER:
Reorganization Department	Reorganization Department	Reorganization Department
P.O. Box 3301	120 Broadway	85 Challenger Road
South Hackensack, NJ 07606	13th Floor	Mail Stop-Reorg
	New York, NY 10271	Ridgefield Park, NJ 07660

FACSIMILE COPY NUMBER
(FOR ELIGIBLE INSTITUTIONS ONLY):
(201) 296-4293

FOR CONFIRMATION TELEPHONE:
(201) 296-4860

THE INFORMATION AGENT FOR THE OFFER IS:

[GEORGESON SHAREHOLDER COMMUNICATIONS INC. LOGO]

17 STATE STREET
10TH FLOOR
NEW YORK, NEW YORK 10004

BANKS AND BROKERAGE FIRMS CALL COLLECT:
(212) 440-9800

ALL OTHERS CALL TOLL FREE:
(800) 223-2064

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS, OR TRANSMISSION OF INSTRUMENTS VIA FACSIMILE TRANSMISSION, OTHER THAN AS SET FORTH ABOVE, DOES NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an "Eligible Institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal or an Agent's Message (as defined in the Offer to Purchase) and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to GPX Acquisition Corp. ("Offeror"), a Delaware corporation, and a direct wholly owned subsidiary of GPU, Inc. ("Parent"), a Pennsylvania corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of each of which is hereby acknowledged, the number of Shares indicated below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Offeror is a corporation that does not have any operations.

Number of Shares: ----------	SIGN HERE
Certificate No(s). (if available):	Name(s) of Record Holder(s):
----------	----------
----------	----------
	(Please Type or Print)
If Shares will be tendered by book-entry transfer:	Addresses:

	(Include a Zip Code)
Name of Tendering Institutions:	Area Code and Telephone No.:
----------	----------
Account No.: ----------	Signature(s):

	Dated: ----------, 2000

THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (as such term is defined in Section 3 of the Offer to Purchase), hereby guarantees to deliver to the Depositary the certificates representing the Shares tendered hereby, in proper form for transfer, or a Book-Entry Confirmation (as defined in Section 3 of the Offer to Purchase) with respect to transfer of such Shares into the Depositary's account at The Depository Trust Company or the Philadelphia Depository Trust Company, in each case together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal, all within three New York Stock Exchange trading days after the date hereof.

Name of Firm: ----------	----------
	(Authorized Signature)
	Name:
Address: ----------	----------
----------	Title:
----------	----------
(Include a Zip Code)	Date:

Area Code and Tel. No.: ----------	

DO NOT SEND CERTIFICATES FOR SHARES AND/OR RIGHTS WITH THIS NOTICE OF GUARANTEED DELIVERY. CERTIFICATES SHOULD BE SENT TOGETHER WITH A LETTER OF TRANSMITTAL.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER -- Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

	FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF --
1.	An individual's account	The individual
2.	TWO or more individuals (Joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3.	Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(1)
4.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5.	a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
6.	Sole proprietorship account	The Owner(4)
	FOR THIS TYPE OF ACCOUNT:	**GIVE THE EMPLOYER IDENTIFICATION NUMBER OF--**
7.	A valid trust, estate, or pension trust	Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(5)
8.	Corporate	The corporation
9.	Partnership	The partnership
10.	Association, club, religious, charitable, or educational, or other tax-exempt organization	The organization
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.
(2) Circle the minor's name and furnish the minor's social security number.
(3) Show the name of the owner.
(4) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

OBTAINING A NUMBER
If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, Form W-7, Application for IRS Individual Taxpayer Identification Number or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEE EXEMPT FROM BACKUP WITHHOLDING
Payees that may be exempt from backup withholding include the following:
- A corporation.
- A financial institution.

PAYEES THAT ARE EXEMPT FROM BACKUP WITHHOLDING INCLUDE THE FOLLOWING:
- An organization exempt from tax under Section 501(a) or an individual retirement plan.
- --The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States or any subdivision or instrumentality thereof.
- --A foreign government, a political subdivision of a foreign government or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S., the District of Columbia, or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- A trust exempt from tax under Section 664 or described in Section 4947.
- An entity registered at all times under the Investment Company Act of 1940.
- --A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:
- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident alien partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:
- Payments of interest on obligations issued by individuals. NOTE: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt interest dividends under section 852).
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

JOINT FOREIGN PAYEES
Backup withholding applies unless:
1. Every joint payee provides the statement regarding foreign status; or
2. Anyone of the joint payees who has not established foreign status supplies a TIN.

If anyone of the joint payees who has not established foreign status supplies a TIN, that number is the TIN that must be used for purposes of backup

withholding and information reporting.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, ENTER YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER IN PART I, WRITE "EXEMPT" IN PART II AND SIGN AND DATE THE FORM.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041(a), 6045 and 6050A.

PRIVACY ACT NOTICE.--Section 6109 of the Internal Revenue Code requires most recipients of dividend, interest or other payments to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 31% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES
(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER.--If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.--If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.
(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.--Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX
CONSULTANT OR THE INTERNAL REVENUE SERVICE.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares. The Offer is made solely by the Offer to Purchase, dated December 29, 1999, and the related Letter of Transmittal, and is not being made to, and tenders will not be accepted from, or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. If the securities laws of any jurisdiction require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Offeror by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
MYR GROUP INC.
AT
$30.10 NET PER SHARE IN CASH
BY
GPX ACQUISITION CORP.
A DIRECT WHOLLY OWNED SUBSIDIARY OF
GPU, INC.

GPX Acquisition Corp., a Delaware corporation ("Offeror") and a direct wholly owned subsidiary of GPU, Inc., a Pennsylvania corporation ("Parent"), is offering to purchase all outstanding shares of Common Stock, par value $0.01 per share ("Common Stock" or the "Shares"), of MYR Group Inc., a Delaware corporation (the "Company"), at a purchase price of $30.10 per share, net to the seller in cash, without interest (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 29, 1999, and in the related Letter of Transmittal (which, together with any amendments or supplements to each document, collectively constitute the "Offer"). See the Offer to Purchase for capitalized terms used but not defined herein.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 29, 2000, UNLESS THE OFFER IS EXTENDED.

The Offer is conditioned upon, among other things, (a) such number of Shares having been validly tendered and not withdrawn prior to the expiration date of the Offer that, together with Shares beneficially owned by Parent and any of its affiliates on that date, constitute more than 50.1% of the Shares, assuming exercise and conversion of all outstanding options and convertible securities of the Company, (b) the expiration or termination of any applicable waiting periods imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended and (c) the Securities and Exchange Commission (the "Commission") having issued an order under the Public Utility Holding Company Act of 1935, as amended, reasonably acceptable to Parent and Offeror authorizing the acquisition of Shares, the Merger and the other transactions contemplated by the Merger Agreement. See Sections 12 and 14 of the Offer to Purchase.

The Offer is not conditioned on obtaining financing.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of December 21, 1999 (the "Merger Agreement"), by and among Parent, Offeror and the Company. The Merger Agreement provides, among other things, for the commencement of the Offer by Offeror and further provides that, after the purchase of the Shares pursuant to the Offer and subject to the satisfaction or waiver of certain conditions set forth therein, Offeror will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a direct wholly owned subsidiary of Parent. Pursuant to the Merger, each outstanding Share (other than Shares held by stockholders, if any, who have properly exercised their appraisal rights under the General Corporation Law of the State of Delaware (the "Delaware Law")), will be converted into the right to receive the Offer Price, in cash, without interest thereon, subject to applicable withholding and backup withholding taxes, upon the surrender of certificates formerly representing such Shares.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT, DETERMINED THAT THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY (OTHER THAN PARENT AND ITS SUBSIDIARIES) AND RECOMMENDS THAT ALL STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER ALL THEIR SHARES PURSUANT TO THE OFFER.

For purposes of the Offer, Offeror will be deemed to have accepted for payment (and thereby purchased) Shares validly tendered to Offeror and not withdrawn on or prior to the Expiration Date if, as and when Offeror gives oral or written notice to ChaseMellon Shareholder Services, L.L.C. (the "Depositary") of Offeror's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from Offeror and transmitting payments to tendering stockholders.

The term "Expiration Date" means 12:00 midnight, New York City time, on Tuesday, February 29, 2000, unless and until Offeror (subject to the terms of the Merger Agreement) shall have extended the period of time during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by Offeror, shall expire. In the Merger Agreement, Offeror has agreed that it will not, without the prior consent of the Company, extend the Offer, except that Offeror may, without the consent of the Company, (i) extend the Offer, from time to time beyond any scheduled expiration date, for a period not to exceed 20 business days, if at any scheduled expiration date, any of the conditions to Offeror's obligation to accept for payment, and pay for, the Shares is not satisfied or waived, until such time within such 20 business day period as Offeror reasonably concludes is necessary after all such conditions are satisfied or waived, (ii) extend the Offer for any period required by any rule, regulation, interpretation or position of the Commission or the staff thereof applicable to the Offer, and (iii) extend the Offer for an aggregate period of not more than 15 business days beyond the latest expiration date that would otherwise be permitted under clause (i) or (ii) of this sentence if there have not been tendered sufficient Shares so that the Merger can be effected in accordance with Section 253 of the Delaware Law.

If by 12:00 midnight, New York City time, on Tuesday, February 29, 2000 (or any other date or time then set as the Expiration Date), any or all conditions to the Offer have not been satisfied or waived, Offeror reserves the right (but shall not be obligated), subject to the terms and conditions contained in the Merger Agreement and to the applicable rules and regulations of the Commission, to (i) terminate the Offer and not accept for payment any Shares and return all tendered Shares to tendering stockholders, (ii) waive all the unsatisfied conditions and, subject to complying with the terms of the Merger Agreement and the applicable rules and regulations of the Commission, accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not theretofore withdrawn, (iii) extend the Offer and, subject to the right of stockholders to withdraw Shares until the Expiration Date, retain the Shares that have been tendered during the period or periods for which the Offer is extended, or (iv) amend the Offer.

There can be no assurance that Offeror will exercise its right to extend the Offer. Any extension, waiver, amendment or termination will be followed, as promptly as practicable, by public announcement thereof. In the case of an extension, Rule 14e-1(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires that the announcement be issued no later than 9:00 a.m. eastern time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act, subject to applicable law. The reservation by Offeror of the right to delay acceptance for payment of, or payment for, Shares is subject to the provisions of Rule 14e-1(c) under the Exchange Act, which requires that Offeror pay the consideration offered or return the Shares deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer. Under no circumstances will Offeror pay interest on the purchase price for tendered Shares whether or not Offeror exercises its right to extend the Offer.

Tenders of Shares made pursuant to the Offer are irrevocable, except as otherwise provided in Section 4 of the Offer to Purchase. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth in Section 4 of the Offer to Purchase at any time prior to the Expiration Date and, unless accepted for payment and paid for by Offeror pursuant to the Offer, may also be withdrawn at any time after February 26, 2000. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if

different from the name of the person who tendered the Shares. If certificates for Shares have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined below). If Shares have been tendered pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase, the notice of withdrawal must specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for any purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures described in Section 3 of the Offer to Purchase at any time prior to the Expiration Date. An "Eligible Institution" is a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of a recognized Medallion Program approved by The Securities Transfer Association, Inc.

THE INFORMATION REQUIRED TO BE DISCLOSED BY RULE 14D-6(E)(1)(VII) OF THE GENERAL RULES AND REGULATIONS UNDER THE EXCHANGE ACT IS CONTAINED IN THE OFFER TO PURCHASE AND IS INCORPORATED HEREIN BY REFERENCE.

The Company is providing Offeror with its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed by Offeror to record holders of Shares and will be furnished by Offeror to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list, or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

STOCKHOLDERS ARE URGED TO READ THE OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CAREFULLY BEFORE DECIDING WHETHER TO TENDER THEIR SHARES PURSUANT TO THE OFFER.

Any questions and requests for assistance or for copies of the Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials may be directed to the Information Agent at its telephone number and location set forth below, and copies will be furnished promptly at Offeror's expense. Holders of Shares may also contact their broker, dealer, commercial bank and trust company, or other nominee for additional copies of the Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials.

The Information Agent for the Offer is:

[GEORGESON SHAREHOLDER COMMUNICATIONS INC. LOGO]
17 State Street, 10th Floor
New York, New York 10004
Bankers and Brokers Call Collect (212) 440-9800
ALL OTHERS CALL TOLL-FREE (800) 223-2064

December 29, 1999

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NEWS RELEASE

[GRAPHIC OMITTED]
[GPU LOGO]

GPU, INC.
300 MADISON AVENUE
MORRISTOWN, NJ 07962
TEL 973-455-8200

DATE:	DECEMBER 22, 1999
CONTACT:	JEFF DENNARD-973-455-8333
INVESTOR CONTACT:	JOANNE BARBIERI-973-455.8720
FOR RELEASE:	IMMEDIATELY
RELEASE NUMBER:	99-46

GPU TO ACQUIRE MYR GROUP INC., A UTILITY INFRASTRUCTURE CONSTRUCTION COMPANY

NEW UTILITY SERVICES ORGANIZATION COMPLEMENTS CORE BUSINESS

Morristown, NJ and Rolling Meadows, IL -- GPU, Inc. (NYSE: GPU) and MYR Group Inc. (NYSE: MYR) today announced that the two companies have reached an agreement under which GPU will acquire the suburban Chicago-headquartered utility infrastructure construction firm for $215 million cash or $30.10 per share. The transaction will make MYR Group Inc. a wholly owned subsidiary of GPU, Inc. The purchase is expected to be completed in the first quarter of 2000.

Under the terms of the merger agreement between GPU and MYR, which was approved unanimously by MYR's Board of Directors, a subsidiary of GPU is expected to start a tender offer for all of the outstanding shares of MYR no later than December 29, 1999.

The offer is subject to the conditions that a majority of the shares are tendered, approval by the Securities Exchange Commission under the Public Utility Holding Company Act of 1935 and other customary conditions. If the tender offer is successful, it will be followed as promptly as possible by a merger in which any remaining shares of MYR stock will be converted into the right to receive $30.10 per share in cash.

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"This is a major step in building a platform for the non-regulated portion of our business," said GPU, Inc. Chairman, President and Chief Executive Officer Fred D. Hafer. "This acquisition advances our infrastructure and utility services business strategy by building an organization that operates in both the regulated and non-regulated sectors. It will also assist us in achieving our earning per share growth rate goal of five percent per year."

MYR was founded in 1891, with its principal business consisting of utility infrastructure and commercial and industrial contracting services. MYR is the fifth largest specialty contractor in the U.S., comprised of eight operating subsidiaries with offices spanning the country. MYR had 1998 revenues and net income of $459 million and $8 million, respectively. The labor force consists of 355 salaried employees and, depending on the level of contract activity, about 4,000 hourly paid employees. Hafer noted that most of MYR's non-management workforce is represented by the IBEW, the same union that represents most of the bargaining unit employees of GPU's transmission and distribution subsidiary, GPU Energy. Hafer further noted that a key to future success for both MYR and GPU would be continued strong working relationships with organized labor.

"We have been very selective in seeking a partner," said Charles M. Brennan III, chairman and CEO of MYR. "We were committed to securing the best deal for our shareholders and have succeeded. We also were determined to become part of a growing energy services company and one that fully appreciates the unique value we could add to its existing capabilities. It is clear that GPU has a well-defined vision of how it will build a highly profitable non-regulated business segment and sees us as a key element of that effort. Our board and management team took great comfort in this being a good business fit of companies with shared common values."

Under the acquisition agreement, Brennan will stay on as a senior consultant to MYR. William (Bill) S. Skibitsky, currently president and chief operating officer of MYR, will assume the role of CEO in addition to his current roles. Initially, Skibitsky will report

directly to Hafer. Berenson Minella & Company acted as financial advisor to MYR in this transaction and provided a fairness opinion to the MYR Board of Directors.

"MYR, with its demonstrated ability to succeed in the highly competitive utility infrastructure construction business, is an important addition to GPU and one from which we can learn. This allows us to compete in a new area of utility services without straying from our core business," said Hafer. "It is our intent to have MYR continue to operate with the same entrepreneurial culture that brought them their present success."

GPU, Inc. (NYSE: GPU), headquartered in Morristown, NJ, is a registered public utility holding company providing utility and utility related services to customers throughout the world. GPU serves 4.6 million customers directly through its electric distribution subsidiaries -- GPU Energy in the United States, Midlands Electricity plc. in the United Kingdom and GPU Emdersa in Argentina. It serves another 1.4 million customers indirectly through its electric and gas transmission subsidiaries, GPU GasNet and GPU PowerNet in Australia. GPU's revenues were $ 4.3 billion and its total assets were $16.3 billion in 1998. Other GPU subsidiaries include GPU Advanced Resources, Inc., GPU International, Inc., GPU Nuclear, Inc., GPU Service, Inc. and GPU Telcom Services, Inc. (http://www.gpu.com)

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MEDIA ADVISORY:

Interested members of the media are invited to participate in a noon media call-in with Fred D. Hafer, chairman, president and chief executive officer of GPU and Charles M. Brennan III, chairman and chief executive officer of MYR Group. Please call 800 865-4435 at 11:55 a.m. EST, December 22, 1999.

(MYR FACT SHEET ATTACHED)

FACTS ABOUT: MYR GROUP, INC.

FOUNDED:	In 1982 as a holding company whose main subsidiary was established in 1891 by Lewis E. Myers.
1998 REVENUES:	$459 million
LISTED:	New York Stock Exchange: MYR
BUSINESS:	Through its subsidiaries, MYR Group provides a complete range of power line and commercial/industrial electrical construction services for electric utilities, telecommunications providers, commercial/ industrial facilities, and government agencies across the U.S. It also offers mechanical construction and maintenance services for steel, industrial and power generation clients. Specific services include: constructing and maintaining power lines of up to 765kV; offering complete electrical systems wiring for high-tech manufacturing, clean rooms, power plants, airports, petrochemical facilities and healthcare/hospital facilities; providing gas installations, construction and maintenance services; constructing PCS and cellular towers for the wireless communications market; offering all phases of electrical construction in traffic and light rail signalization.
MAJOR SUBSIDIARIES:	-The L.E. Myers Co. - serving the Southeast, Midwest and Northeast -Harlan Electric Company - Michigan and Ohio Valley -Sturgeon Electric Company, Inc. - Western U.S. -Hawkeye Construction, Inc. - Northwestern U.S. -D.W. Close Company, Inc. - Washington and Northwest

FINANCIAL:	-5-year revenue growth thru '98:	52%
	-5-year diluted EPS growth:	30%
	-1998 earnings:	$7.9 million or $1.20 per share diluted, up 38%
	-1999/9 mos. earnings:	$9.3 million or $1.38 diluted, up 68%
	-Backlog at 9/30/99:	$178 million (normally completed within 12 months)

MANAGEMENT TEAM: Charles M. Brennan III, Chairman and Chief Executive Officer
William S. Skibitsky, President and Chief Operating Officer
William A. Koertner, Chief Financial Officer and Treasurer
Byron D. Nelson, Senior Vice President, General Counsel and Secretary

GROWTH STRATEGY: Actively pursue new alliances with utility clients and expand telecommunications work. In the commercial/industrial business, grow its design/build capabilities and integrate electrical and mechanical service offerings to better meet client needs. Concentrate on internal growth, cost control, safety, training and productivity improvements to increase profit margins.

12/22/99

Exhibit 99(C)(1)

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

GPU, INC.,

MYR GROUP INC. AND

GPX ACQUISITION CORP.

DATED AS OF DECEMBER 21, 1999

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of this 21st day of December, 1999, by and among GPU, Inc., a Pennsylvania corporation ("GPU"), MYR Group Inc., a Delaware corporation ("MYR"), and GPX Acquisition Corp., a Delaware corporation ("Merger Subsidiary").

RECITALS

This Agreement provides for the acquisition of MYR by GPU pursuant to the Offer (as defined in Section 1.1) by GPU to acquire for cash all the outstanding shares of common stock of MYR and the subsequent merger of Merger Subsidiary, a newly-created wholly-owned subsidiary of GPU, with and into MYR, with MYR being the surviving corporation in the merger. In the merger the outstanding shares of common stock of MYR will be converted into cash on the basis provided for herein.

This Agreement sets forth the representations and warranties made by GPU, MYR and Merger Subsidiary, sets forth certain covenants and agreements of the parties, provides conditions to the obligations of the parties and sets forth other provisions relating to the Offer and the merger.

The Board of Directors of each of GPU, MYR and Merger Subsidiary have approved and adopted the merger upon the terms and subject to the conditions set forth in this Agreement.

COVENANTS

In consideration of the mutual representations, warranties and covenants and subject to the conditions contained herein, the parties hereto agree as follows:

1. THE OFFER AND THE MERGER

1.1 THE OFFER.

1.1.1 As promptly as practicable (but in no event later than five business days after the date of this Agreement), GPU shall cause Merger Subsidiary to commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) an offer (the "Offer") to purchase all the outstanding shares of common stock, par value $.01 per share (the "MYR Common Stock"), of MYR at a price of $30.10 per share, net to the seller in cash (the "Offer Price"), and, subject to the conditions of the Offer, shall use all reasonable efforts to consummate the Offer as promptly as permitted by law. The obligation of GPU and Merger Subsidiary to consummate the Offer and to accept for payment and to pay for any shares of MYR Common Stock tendered pursuant to the Offer (i) shall be subject to the condition that such number of shares of MYR Common Stock shall have been validly tendered and not withdrawn prior to the expiration date of the Offer that, together with the shares of MYR Common Stock beneficially owned by GPU and any affiliate of GPU on that date,

constitute more than 50.1% of the MYR Common Stock, assuming exercise and conversion of all outstanding options and convertible securities of MYR (the "Minimum Condition") and (ii) shall be subject to the other

conditions set forth in Annex A to this Agreement. The Offer shall be further subject to all of the applicable terms and conditions of Rule 51 under the Public Utility Holding Company Act of 1935, as amended ("PUHCA").

1.1.2 Neither GPU nor Merger Subsidiary shall, without the consent of MYR, waive the Minimum Condition. Otherwise, the conditions of the Offer are for the sole benefit of Merger Subsidiary and GPU regardless of the circumstances giving rise to the non-fulfillment of any such conditions and may be waived by Merger Subsidiary and GPU in whole or in part. MYR agrees that no shares of the MYR Common Stock held by MYR shall be tendered pursuant to the Offer. GPU and Merger Subsidiary may modify the terms of the Offer, except that, without the consent of MYR, they shall not (i) reduce the number of shares of MYR Common Stock to be purchased in the Offer, (ii) reduce the Offer Price, (iii) modify or add to the conditions set forth in Annex A, (iv) except as provided in the next sentence, extend the Offer, (v) change the form of consideration payable in the Offer, or (vi) amend any other term of the Offer in a manner adverse to the holders of MYR Common Stock. Notwithstanding the foregoing, GPU and Merger Subsidiary may, without the consent of MYR, (i) extend the Offer, from time to time, beyond any scheduled expiration date (the initial scheduled expiration date being February 29, 2000) for a period not to exceed 20 business days, if at any scheduled expiration date of the Offer, any of the conditions to Merger Subsidiary's obligation to accept for payment, and pay for, shares of MYR Common Stock shall not be satisfied or waived, until such time within such 20 business day period as Merger Subsidiary shall reasonably conclude is necessary after all such conditions are satisfied or waived, (ii) extend the Offer for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission (the "SEC") or the staff thereof applicable to the Offer, and (iii) extend the Offer for an aggregate period of not more than 15 business days beyond the latest expiration date that would otherwise be permitted under clause (i) or (ii) of this sentence if there shall not have been tendered sufficient shares of MYR Common Stock so that the Merger could be effected as provided in Section 6.1.2(b). In addition to the foregoing, GPU may provide for a "subsequent offering period," to the extent provided in Rule 14d-11 under the Exchange Act, as in effect as of January 24, 2000, after the purchase of shares of MYR Common Stock pursuant to the Offer. Subject to the terms and conditions of the Offer and this Agreement, Merger Subsidiary shall, and GPU shall cause Merger Subsidiary to accept for payment, and pay for, all shares of MYR Common Stock validly tendered and not withdrawn pursuant to the Offer that Merger Subsidiary becomes obligated to accept for payment, and pay for, pursuant to the Offer as required by Regulation 14D under the Exchange Act.

1.1.3 As soon as practicable on the date of commencement of the Offer, Merger Subsidiary shall file with the SEC a Tender Offer Statement on Schedule 14D-1 with respect to the Offer, which will contain the offer to purchase and form of the related letter of transmittal (which, together with any supplements or amendments to those documents, are collectively referred to as the "Offer Documents"). The Merger Subsidiary and GPU

shall cause the Offer Documents to comply in all material respects with the provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published, sent or given to MYR's stockholders, not to contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (except that neither GPU nor Merger Subsidiary shall be responsible with respect to information supplied by MYR in writing for inclusion in the Offer Documents). Each of GPU, Merger Subsidiary and MYR shall promptly correct any information provided by it for use or used in the Offer Documents, if and to the extent such information shall have become false or misleading in any material respect, and Merger Subsidiary and GPU shall take all steps necessary to cause the Offer Documents as so

corrected to be filed with the SEC and to be disseminated to holders of shares of MYR Common Stock, in each case as and to the extent required by applicable federal securities laws. MYR and its counsel shall be given a reasonable opportunity to review and comment upon the Offer Documents and all amendments and supplements thereto prior to their filing with the SEC or dissemination to stockholders of MYR. GPU and Merger Subsidiary agree to provide MYR and its counsel any comments GPU, Merger Subsidiary or their counsel may receive from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments and copies of any written responses and telephone notification of any verbal responses by GPU, Merger Subsidiary and their counsel.

1.1.4 As soon as practicable following the execution of this Agreement, GPU and Merger Subsidiary shall file with the SEC an Application on Form U-1 under PUHCA, seeking authorization thereunder to acquire the MYR Common Stock and to consummate the Merger and the other transactions contemplated hereby (the "1935 Act Order").

1.1.5 GPU shall provide or cause to be provided to Merger Subsidiary on a timely basis the funds necessary to accept for payment, and pay for, any shares of MYR Common Stock that Merger Subsidiary accepts for payment, and becomes obligated to pay for, pursuant to the Offer.

1.2 MYR ACTIONS. MYR hereby consents to the Offer and represents and warrants to GPU and Merger Subsidiary that its board of directors (at a meeting duly called and held) has unanimously (i) determined that as of the date of such meeting the Offer and the Merger (as defined in Section 1.4) are fair to, and in the best interests of, MYR's stockholders, (ii) approved this Agreement and the transactions contemplated by this Agreement, including the Offer, and the Merger, and (iii) resolved, subject to Section 6.1.3 and its fiduciary duties under applicable law, to recommend acceptance of the Offer and approval and adoption of this Agreement and the Merger by the stockholders of MYR. MYR shall file with the SEC contemporaneously with the commencement of the Offer a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") containing that recommendation in favor of the Offer and the Merger. MYR shall cause the Schedule 14D-9 to comply in all material respects with the provisions of applicable federal securities laws. MYR shall cause the Schedule 14D-9, on the date filed with the SEC and on the date first published, sent or given to MYR's stockholders, not to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or

necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (except that MYR shall not be responsible with respect to information supplied by GPU or Merger Subsidiary in writing for inclusion in the Schedule 14D-9). MYR shall take all steps necessary to cause the Schedule 14D-9 to be filed with the SEC and mailed to MYR's stockholders to the extent required by applicable federal securities laws. MYR shall include in the Schedule 14D-9, on the date first published, sent or given to MYR's stockholders, such information with respect to MYR's officers and directors as is required under Section 14(f) of the Exchange Act and Rule 14f-1 thereunder in order to fulfill its obligations under Section 1.3. GPU and Merger Subsidiary shall supply MYR with, and be solely responsible for, any information with respect to themselves and their nominees, officers, directors and affiliates required by Section 14(f) and Rule 14f-1. Each of MYR, GPU and Merger Subsidiary agrees promptly to correct any information provided by it for use in the Schedule 14D-9 if and to the extent that such information shall have become false or misleading in any material respect, and MYR further agrees to take all steps necessary to amend or supplement the Schedule 14D-9 and to cause the Schedule 14D-9 as so amended or supplemented to be filed with the SEC and disseminated to MYR's stockholders, in each case as and to the extent required by applicable federal securities laws. GPU and its counsel shall be given a reasonable opportunity to review and comment upon the Schedule 14D-9 and all amendments and supplements thereto prior to their filing with the SEC or dissemination to stockholders of MYR. MYR agrees to provide GPU and its counsel with any comments MYR or its counsel may receive from the SEC or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments with copies of any written response and telephone notification of any verbal

responses by MYR and its counsel. In connection with the Offer, MYR shall promptly furnish Merger Subsidiary with mailing labels, security position listings and any available listing or computer file containing the names and addresses of the record holders of the MYR Common Stock as of a recent date, and shall furnish Merger Subsidiary with such information and assistance as Merger Subsidiary or its agents may reasonably request in communicating the Offer to the stockholders of MYR. Subject to the requirements of law, and except for such steps as are necessary to disseminate the documents constituting the Offer and any other documents necessary to consummate the Merger, GPU and Merger Subsidiary shall, and shall cause each of their affiliates and associates to, hold in confidence the information contained in any such labels, lists and other documents, to use such information only in connection with the Offer and the Merger, and, if this Agreement is terminated, to deliver to MYR all copies of such information then in their possession.

1.3 DIRECTORS; SECTION 14(f). Promptly upon the purchase by GPU or Merger Subsidiary of at least a majority of the outstanding shares of MYR Common Stock and from time to time thereafter, GPU and Merger Subsidiary shall be entitled to designate such number of directors, rounded up to the next whole number but in no event more than one less than the total number of directors of the board of directors of MYR, as will give GPU and Merger Subsidiary, subject to compliance with Section 14(f) of the Exchange Act, representation on the board of directors of MYR equal to the product of the number of directors on the board of directors of MYR and the percentage that such number of shares of MYR Common Stock so purchased bears to the number of shares of MYR Common Stock outstanding, and MYR shall, upon request by GPU and Merger Subsidiary, promptly increase the size of the board of directors of MYR or exercise all reasonable efforts to secure the resignations of such number of directors as is

necessary to enable GPU's and Merger Subsidiary's designees to be elected to the board of directors of MYR and shall cause such designees to be so elected. At the request of GPU and Merger Subsidiary, MYR shall take, at its expense, all action necessary to effect any such election, including mailing to its stockholders the information required by Section 14(f) of the Exchange Act and Rule 14f-1 thereunder. From and after the date that such designees to the board of directors of MYR constitute a majority of the board of directors of MYR, any action taken by MYR under this Agreement shall require the approval of a majority of the members of the board of directors, if any, who are not designees or affiliates of GPU and Merger Subsidiary provided, that if there shall be no such directors, this Agreement shall not be amended to reduce the Merger Consideration to be less than the Offer Price or otherwise amended in a manner materially adverse to the holders of shares of MYR Common Stock other than GPU and Merger Subsidiary or amended to permit the Merger to occur prior to March 23, 2000.

1.4 THE MERGER. Upon the terms and subject to the conditions hereof, and in accordance with the Delaware General Corporation Law (the "DGCL"), Merger Subsidiary shall be merged with and into MYR (the "Merger"), at the Effective Time (as hereinafter defined). Following the Merger, MYR shall continue as the surviving corporation and the separate existence of Merger Subsidiary shall cease.

1.5 CERTIFICATE OF INCORPORATION. The certificate of incorporation of MYR shall be the certificate of incorporation of the surviving corporation of the Merger, except that it shall be amended effective at the Effective Time as provided in Exhibit 1.5 hereto.

1.6 BYLAWS. The bylaws of Merger Subsidiary shall be the bylaws of the surviving corporation of the Merger.

1.7 DIRECTORS AND OFFICERS. The directors and officers of the surviving corporation shall be as determined by GPU, and they shall hold office from the Effective Time until their respective successors are duly elected or appointed in the manner provided in the bylaws of the surviving corporation or as otherwise provided by law and GPU as the sole stockholder of the surviving corporation at and after the Effective Time shall take such action and shall cause the Board of Directors of the surviving corporation to take such action as may be necessary or appropriate to elect such persons as directors and officers

of the surviving corporation at the Effective Time.

1.8 EFFECTIVE TIME. The Merger shall become effective at the time set forth in the certificate of merger, substantially in the form set forth in Exhibit 1.8, in accordance with the provisions of the DGCL (the "Certificate of Merger"), which time shall be on the date (which shall not be earlier than March 23, 2000) but after the filing of the Certificate of Merger. The time when the Merger shall become effective is herein referred to as the "Effective Time." The Effective Time shall occur on the Closing Date (as defined in Section 3.1).

1.9 EFFECTS OF THE MERGER. The Merger shall have the effects set forth in the DGCL.

2. EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 EFFECT ON CAPITAL STOCK. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of MYR Common Stock or shares of common stock of Merger Subsidiary (the "Merger Subsidiary Stock"):

2.1.1 Each share of Merger Subsidiary Stock issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, $0.01 par value, of MYR.

2.1.2 Each issued and outstanding share of MYR Common Stock immediately before the Effective Time shall be converted into the right to receive, and shall be exchangeable for, the highest price paid pursuant to the Offer, subject to applicable withholding or back-up withholding taxes, if any, payable to the holder thereof, without any interest thereon (the "Merger Consideration"), upon surrender of the certificates representing such shares of MYR Common Stock.

2.1.3 STOCK OPTIONS. As of the Effective Time, each outstanding stock option to purchase shares of MYR Common Stock (each, an "MYR Stock Option") shall, by virtue of the Merger and without any action on the part of the holder thereof, entitle the holder thereof to receive in settlement of the exercisable portion thereof a cash payment from MYR in an amount (the "Option Cash-Out Amount"), if any, equal to the product of (i) the excess of the Merger Consideration over the per share exercise price of such MYR Stock Option, and (ii) the total number of shares of MYR Common Stock which the holder of such MYR Stock Option is entitled to purchase under such portion of the MYR Stock Option (whereupon such portion of the MYR Stock Option shall be canceled). Each MYR Stock Option, or portion thereof, that is not exercisable at the Effective Time, shall be canceled as of such time and the holder thereof shall become entitled to receive on the date such MYR Stock Option, or portion thereof, otherwise would have become exercisable a cash payment from MYR in an amount equal to the Option Cash-Out Amount. GPU agrees to make cash in an amount equal to the aggregate Option Cash-Out Amount available to MYR as required to enable MYR to honor its obligations under this Section 2.1.3. Notwithstanding the foregoing, subject to the receipt of any required regulatory approvals, within 20 business days after the Effective Time each holder of an MYR Stock Option may elect in writing, in lieu of the cash settlement set forth in the first two sentences of this Section 2.1.3, to have any of such outstanding MYR Stock Options assumed by GPU, which assumed MYR Stock Options shall continue to have, and be subject to, the same terms and conditions set forth in the stock option plans and agreements pursuant to which the MYR Stock Options were issued as in effect immediately prior to the Effective Time, except that (a) such assumed MYR Stock Options shall be exercisable for that number of whole shares of GPU Common Stock equal to the product of the number of shares of MYR Common Stock covered by the assumed MYR Stock Option immediately prior to the Effective Time multiplied by the number (the "Exchange Ratio") determined by dividing the Merger Consideration by the average closing price of GPU Common Stock for the five (5) trading days immediately preceding the Effective Time, rounded up to the nearest

whole number of shares of GPU Common Stock, (b) the per share exercise price for the GPU Common Stock issuable upon the exercise of such assumed MYR Stock Option shall be equal to the quotient

determined by dividing the exercise price per share specified for such MYR Stock Option under the applicable MYR Stock Option plan or agreement immediately prior to the Effective time by the Exchange Ratio, rounding the resulting exercise price down to the nearest whole cent, and (c) such assumed MYR Stock Options shall not be entitled to receive any amounts with respect to dividends paid on the shares of GPU Common Stock covered by such Stock Options. The date of grant of any MYR option so assumed shall be the date on which the MYR Stock Option was originally granted. GPU shall (i) reserve for issuance the number of shares of GPU Common Stock that will become issuable upon the exercise of such assumed MYR Stock Options pursuant to this Section 2.1.3 and (ii) at the Effective Time, execute a document evidencing the assumption by GPU of MYR's obligations with respect thereto under this Section 2.1.3. Except as set forth in the Disclosure Schedule, nothing in this Section 2.1.3 shall affect the schedule of vesting (or the acceleration thereof) of the MYR Stock Options, assumed or not assumed by GPU pursuant to the terms of this Section 2.1.3 in accordance with the terms thereof. As soon as practicable after the Effective Time, GPU shall file a registration statement on Form S-8 (or any successor form), or another appropriate form, with respect to the shares of GPU Common Stock subject to such assumed MYR Stock Options and shall use its best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such options remain outstanding.

SECTION 2.1.4 RESTRICTED STOCK. As of the Effective Time, each outstanding award of MYR restricted stock ("MYR Restricted Stock") shall, by virtue of the Merger and without any action on the part of the holder thereof, entitle the holder thereof to receive in settlement of the vested portion thereof a cash payment from MYR in an amount, if any (the "Restricted Stock Cash-Out Amount"), equal to the product of (i) the Merger Consideration and (ii) the total number of vested shares of MYR Restricted Stock to which the holder is entitled, upon the surrender of the certificates representing such shares of MYR Restricted Stock. With respect to any shares of MYR Restricted Stock that are not vested at the Effective Time, each holder thereof shall become entitled to receive on the date such shares of MYR Restricted Stock become vested a cash payment from MYR in an amount equal to the Restricted Stock Cash-Out Amount, upon the surrender of the certificate representing such shares of MYR Restricted Stock. GPU agrees to make cash in an amount equal to the aggregate Restricted Stock Cash-Out Amount available to MYR as required to enable MYR to honor its obligations under this Section 2.1.4. Notwithstanding the foregoing, if the approval of GPU's board of directors and any required regulatory approvals are obtained, within 20 business days after the Effective Time each holder of MYR Restricted Stock, whether or not vested, may elect in writing, in lieu of the cash settlement set forth in the first two sentences of this Section 2.1.4, to have all or any part of such outstanding MYR Restricted Stock converted into GPU Restricted Stock, subject to the same terms and conditions set forth in the plans and agreements pursuant to which the MYR Restricted Stock was issued as in effect immediately prior to the Effective Time, except that the number of shares of such GPU Restricted Stock shall be that number of whole shares of GPU Common Stock equal to the product of the number of shares of converted MYR Restricted Stock multiplied by the

number (the "Conversion Ratio") determined by dividing the Merger Consideration by the average closing price of GPU Common Stock for the five (5) trading days immediately preceding the Effective Time, rounded up to the nearest whole number of shares of GPU Common Stock. GPU shall, promptly after the Effective Time, issue stock certificates evidencing such GPU Restricted Stock. Nothing in this Section 2.1.4 shall affect the schedule of vesting (or the acceleration thereof) of the MYR Restricted Stock, converted or not converted by GPU pursuant to the terms of this Section 2.1.4 in accordance with the terms thereof. As soon as practicable after the Effective Time, GPU shall file a registration statement on Form S-8 (or any successor form), or another appropriate form, with respect to the shares of GPU Restricted Stock issued pursuant to this Section 2.1.4 and shall use its best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such shares of restricted stock remain outstanding.

2.2 PAYMENT OF MERGER CONSIDERATION AND EXCHANGE OF CERTIFICATES.

2.2.1 Prior to the Effective Time, GPU shall appoint a bank or trust company designated by GPU and reasonably acceptable to MYR to act as exchange agent (the "Exchange Agent") for the payment of the Merger Consideration.

2.2.2 At or as soon as practicable after the Effective Time, GPU shall deposit the Merger Consideration with respect to all shares of MYR Common Stock submitted by holders thereof for exchange in accordance with this Section 2.2, with the Exchange Agent, for the benefit of such holders.

2.2.3 At the Effective Time, each holder of an outstanding certificate or certificates which prior thereto represented shares of MYR Common Stock shall, upon surrender to the Exchange Agent of such certificate or certificates and acceptance thereof by the Exchange Agent, be entitled to the Merger Consideration into which such holder's shares of MYR Common Stock have been converted pursuant to Section 2.1.2. If any Merger Consideration is to be remitted to a name other than that in which the certificate for MYR Common Stock surrendered for exchange is registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed or accompanied by a properly executed assignment with signature guaranteed by a qualified member in a Medallion Guarantee Program approved by the Securities Transfer Association, Inc., and that the person requesting such exchange shall pay to GPU or the Exchange Agent any transfer or other taxes required by reason of the payment of Merger Consideration to a name other than that of the registered holder of the certificate surrendered. Until surrendered as contemplated by this Section 2.2.3, each certificate for shares of MYR Common Stock shall be deemed at any time after the Effective Time to represent the right to receive upon such surrender the Merger Consideration contemplated by this Agreement. No interest will be paid or will accrue on any Merger Consideration.

2.2.4 The Merger Consideration shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the shares of MYR Common Stock theretofore represented by such certificates.

2.2.5 Any portion of the Merger Consideration deposited with the Exchange Agent pursuant to this Section 2.2 (the "Exchange Fund") which remains undistributed nine months after the Effective Time shall be delivered to GPU, upon demand, and any holders of shares of MYR Common Stock who have not theretofore complied with this Section 2.2 shall thereafter look only to GPU and only as general creditors thereof for payment of their claim for the Merger Consideration.

2.2.6 None of GPU, Merger Subsidiary, MYR or the Exchange

Agent shall be liable to any person in respect of any of the Merger Consideration delivered from the Exchange Fund to a public official pursuant to any applicable abandoned property, escheat or similar law.

2.2.7 The Exchange Agent shall invest any cash included in the Exchange Fund, as directed by GPU. Any interest and other income resulting from such investments shall be paid to GPU.

2.2.8 In the event any certificate representing shares of MYR Common Stock shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed and, if required by GPU, the provision of reasonable indemnity against any claim that may be made against it with respect to such certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed certificate the Merger Consideration payable in respect thereof pursuant to this Agreement.

2.3 DISSENTING SHARES. Notwithstanding anything in this Agreement to the contrary, none of the shares of MYR Common Stock that are outstanding immediately prior to the Effective Time and that are held by stockholders (other than GPU or the Merger Subsidiary or any corporate affiliate of either of them) who shall not have voted those shares of MYR Common Stock in favor of the Merger and who are entitled by applicable Delaware law to appraisal rights, and who shall have delivered a written demand for appraisal of those shares of MYR Common Stock in the manner provided in Section 262 of the DGCL ("Dissenting Shares") shall be converted into the right to receive, or be exchangeable for, the Merger Consideration; however, (a) if any holder of Dissenting Shares shall subsequently deliver a written withdrawal of his demand for appraisal of those shares of MYR Common Stock (with the written approval of MYR, if such withdrawal is not tendered within 60 days after the Effective Time), or (b) if any holder fails to establish his entitlement to appraisal rights as provided in Section 262 of the DGCL or (c) if neither any holder of Dissenting Shares nor the surviving corporation has filed a petition demanding a determination of the value of all Dissenting Shares within the time provided in Section 262 of the DGCL, such holder or holders shall forfeit the right to appraisal of those shares of MYR Common Stock and each such share shall thereupon be deemed to have been converted into the right to receive, and to have become exchangeable for, as of the Effective Time, the Merger Consideration.

3. CLOSING

3.1 CLOSING. The closing of the transactions contemplated by this Agreement (the

"Closing") shall take place at the offices of Berlack, Israels & Liberman LLP, 120 West 45th Street, New York, New York 10036 as soon as practicable after the approval and adoption of this Agreement by the MYR stockholders as contemplated in Section 6.1 (if required by law) and the satisfaction or waiver of the other conditions of the parties set forth in Articles 7 and 8 hereof. At the Closing the parties shall cause the Certificate of Merger to be filed in accordance with the applicable provisions of the DGCL. The date on which the Closing occurs is sometimes referred to herein as the "Closing Date."

4. REPRESENTATIONS AND WARRANTIES OF MYR

In order to induce GPU and Merger Subsidiary to enter into this Agreement and to consummate the transactions contemplated hereunder, MYR makes the following representations and warranties:

4.1 ORGANIZATION, POWER AND AUTHORITY OF MYR AND ITS SUBSIDIARIES.

4.1.1 MYR is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and has full corporate power and authority and all licenses and permits necessary to own or lease its properties and to carry on its business as it is now being conducted. MYR is duly qualified to transact business as a foreign corporation, and is in good standing, in the State of Illinois, that being the only jurisdiction in which its business or property is

such as to require that it be thus qualified except for jurisdictions where the failure to be so qualified would not have a Material Adverse Effect.

4.1.2 The Disclosure Schedule sets forth, with respect to each subsidiary of MYR: (i) its name; (ii) its state of incorporation; (iii) the states in which it is legally qualified to transact business as a foreign corporation; (iv) a brief description of its business and properties; (v) the number of authorized shares of its capital stock; (vi) the number of shares of its capital stock which are issued and outstanding and the number of such shares which are issued and held in its treasury; and (vii) the number of shares of its capital stock which are owned by MYR or any of its subsidiaries, all of which are owned by MYR (or such subsidiaries, as shown) free and clear of all liens, pledges, encumbrances, claims and equities of every kind, except as disclosed in the Disclosure Schedule.

4.1.3 Each of the active subsidiaries of MYR is a corporation duly organized and validly existing in good standing under the laws of its state of incorporation and has full corporate power and authority and all licenses and permits necessary to own or lease its properties and to carry on its business as it is now being conducted. Each of such subsidiaries is duly qualified to transact business as a foreign corporation, and is in good standing, in each of the jurisdictions in which its business or property is such as to require that it be thus qualified, except for jurisdictions where the failure to be so qualified would not have a Material Adverse Effect.

4.1.4 All voting rights in each of the subsidiaries of MYR are vested exclusively in its shares of common stock. All of the issued and outstanding shares of common stock of each of such subsidiaries are validly authorized and issued and are fully paid and non-

assessable. There are no outstanding warrants, options or rights of any kind to acquire from any of such subsidiaries any shares of its common stock or securities of any kind, except as set forth in the Disclosure Schedule. None of such subsidiaries has any obligation to acquire any of its issued and outstanding shares of common stock or any other security issued by it from any holder thereof.

4.1.5 Except as set forth in the Disclosure Schedule, MYR does not have any direct or indirect equity interest in any other person or entity.

4.2 CAPITAL STOCK OF MYR. The authorized capital stock of MYR consists solely of 25,000,000 shares of MYR Common Stock, of which 6,429,135 shares are issued and outstanding on the date hereof (including 335,927 shares of restricted stock issued under MYR's stock option and restricted stock plans which are subject to forfeiture) and none are held in treasury, and 1,000,000 shares of preferred stock, none of which are issued. All voting rights in MYR are vested exclusively in the issued and outstanding shares of MYR Common Stock, and there are no voting trusts, proxies or other agreements or understandings with respect to the voting of the capital stock of MYR to which MYR is a party. All of the issued and outstanding shares of MYR Common Stock are validly authorized and issued, fully paid and non-assessable. Except for the right to acquire up to 756,650 shares of common stock upon exercise of stock options granted under MYR's stock option plans, and the right to acquire up to 882,086 shares of common stock upon conversion of outstanding convertible notes of MYR (with MYR having the right to repurchase 600,183 of such shares at $5.67954 per share if issued upon conversion), there are no outstanding warrants, options or rights of any kind to acquire from MYR any shares of MYR Common Stock or securities of any kind, except as set forth in the Disclosure Schedule, and there are no pre-emptive rights with respect to the issuance or sale of shares of capital stock of MYR. MYR has no obligation to acquire any of the issued and outstanding shares of MYR Common Stock or any other security issued by it from any holder thereof.

4.3 DUE AUTHORIZATION; BINDING OBLIGATION; NONCONTRAVENTION. The

execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of MYR, except that this Agreement has not been approved by the stockholders of MYR. This Agreement has been duly executed and delivered by MYR and is a legal, valid and binding obligation of MYR, enforceable in accordance with its terms except as enforceability may be affected by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights generally and by general principles of equity (whether brought in an action at law or in equity). Except as disclosed in the Disclosure Schedule, neither the execution and delivery of this Agreement by MYR nor the consummation of the transactions contemplated hereby will: (i) conflict with or violate any provision of (a) the certificate of incorporation or bylaws of MYR or (b) any decree or order of any court or administrative or other governmental body which is either applicable to, binding upon or enforceable against MYR; or (ii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under, any mortgage, contract, agreement, indenture or other instrument which is either binding upon or enforceable against MYR, except in each case set forth in (i)(b) and (ii) above, as would not, individually or in the aggregate, have a Material Adverse Effect. No permit, consent, approval or authorization of, or declaration to or filing with, any regulatory or other

government authority is required in connection with the execution and delivery of this Agreement by MYR and the consummation of the transactions contemplated hereby, except for the filing of the Certificate of Merger, the filing required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") and any filings required by federal and state securities laws.

4.4 SEC REPORTS. Since January 1, 1996, MYR has filed all forms, reports and documents with the SEC required to be filed by it pursuant to the Federal securities laws and the rules and regulations of the SEC thereunder, all of which complied in all material respects with all applicable requirements of the Securities Act of 1933, as amended (the "Securities Act") and the Exchange Act and the rules and regulations of the SEC thereunder. The above referenced forms, reports and documents of MYR are sometimes collectively referred to herein as the "MYR SEC Reports." None of the MYR SEC Reports, including without limitation any financial statements or schedules included therein, at the time filed contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.5 FINANCIAL STATEMENTS. The consolidated balance sheets and the related consolidated statements of income, stockholders' equity and cash flows (including the related notes thereto) of MYR and its subsidiaries included in the MYR SEC Reports complied as to form in all material respects with the applicable accounting requirements and published rules and regulations of the SEC with respect thereto, have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a basis consistent with prior periods except as otherwise noted therein, present fairly the consolidated financial position of MYR and its subsidiaries as of their respective dates, and the consolidated results of their operations and their cash flows for the periods presented therein, and reflect all adjustments necessary for the fair presentation of results for the periods presented. The balance sheet of MYR as of September 30, 1999 and the related notes thereto included in the MYR SEC Reports is herein sometimes referred to as the "MYR Balance Sheet."

4.6 LIABILITIES. MYR and its subsidiaries have no material liabilities or obligations, either accrued, absolute, contingent or otherwise, except: (i) to the extent reflected or taken into account in determining stockholders' equity on the MYR Balance Sheet; (ii) to the extent disclosed in the MYR SEC Reports or the Disclosure Schedule; and (iii) normal liabilities incurred in the ordinary course of business, consistent with prior practice, since the date of the MYR Balance Sheet.

4.7 TAX MATTERS.

4.7.1 All federal, state, local and foreign Tax Returns (as

hereinafter defined) required to be filed by or on behalf of MYR, each of its subsidiaries, and each affiliated, combined, consolidated or unitary group of which MYR or any of its subsidiaries (i) is a member (a "Current MYR Group") or (ii) was a member during any years not closed with the Internal Revenue Service for U.S. federal income tax purposes but is not currently a member, but only insofar as any such Tax Return relates to a taxable period or portion thereof ending on a date within the last six years during which MYR or such subsidiary

was a member of such affiliated, combined, consolidated or unitary group for purposes of the relevant Tax (a "Past MYR Group," and together with Current MYR Groups, an "MYR Affiliated Group") have been timely filed or requests for extensions have been timely filed and any such extension has been granted and has not expired, and all such filed Tax Returns are complete and accurate except to the extent any failure to file or any inaccuracies in filed Tax Returns would not have a Material Adverse Effect on MYR (it being understood that the representations made in this Section 4.7. to the extent that they relate to Past MYR Groups, are made to the best knowledge of MYR and only with respect to taxable periods or portions thereof ending on a date within the last six years during which MYR or any of its subsidiaries was a member of such affiliated, combined, consolidated or unitary group for purposes of the relevant Tax). All Taxes due and owing by MYR, any subsidiary of MYR or any MYR Affiliated Group) have been paid, or adequately reserved for, except to the extent any failure to pay or reserve would not have a Material Adverse Effect on MYR. There is no audit, examination, deficiency, refund litigation, proposed adjustment or matter in controversy with respect to any Taxes due and owing by MYR, any subsidiary of MYR or any MYR Affiliated Group which if determined adversely would have a Material Adverse Effect on MYR. All assessments for Taxes due and owing by MYR, any subsidiary of MYR or any MYR Affiliated Group with respect to completed and settled examinations or concluded litigation have been paid. The Disclosure Schedule sets forth (i) the taxable years of MYR for which the statutes of limitations with respect to U.S. federal income Taxes have not expired and (ii) with respect to federal income Taxes for such years, those years for which examinations have been completed, those years for which examinations are presently being conducted, and those years for which examinations have not yet been initiated. Neither MYR nor any of its subsidiaries has any liability under Treasury Regulation Section 1.1502-6 for U.S. federal income Taxes of any person other than MYR and its subsidiaries. MYR and each of its subsidiaries have complied in all material respects with all rules and regulations relating to the withholding of Taxes, except to the extent any such failure to comply would not have a Material Adverse Effect on MYR.

4.7.2 Except as set forth in the Disclosure Schedule, neither MYR nor any subsidiary of MYR has (i) entered into a closing agreement or other similar agreement with a taxing authority relating to Taxes of MYR or any subsidiary of MYR with respect to a taxable period for which the statute of limitations is still open, or (ii) with respect to U.S. federal income Taxes, granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any income Tax, in either case, that is still outstanding. There are no liens relating to Taxes upon the assets of MYR or any subsidiary other than liens relating to Taxes not yet due. Neither MYR nor any subsidiary is a party to any agreement relating to allocating or sharing of Taxes which has not been disclosed in its Tax Returns. Except as set forth in the Disclosure Schedule, neither MYR nor any subsidiary will be required, as a result of (A) a change in method of accounting for a period beginning on or before the Closing Date, to include any adjustment under Section 481(c) of the Internal Revenue Code of 1986, as amended (the "Code") (or any corresponding provision of state, local or foreign Tax law), or (B) any "closing agreement," as that term is used in Section 7121 of the Code or any corresponding

provision of state, local or foreign Tax law, to include any item of income in, or to exclude any item of deduction from, Taxable income for any Taxable period ending on or after the Closing Date except in each case to the extent that such inclusion or exclusion will not have a Material Adverse Effect on MYR. MYR has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code (or any corresponding provision of state, local or foreign Tax law) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code (or any corresponding provision of state, local or foreign Tax law). No consent under Section 341(f) of the Code has been filed with respect to MYR or any subsidiary.

4.7.3 For purposes of this Agreement: (i) "Taxes" means any and all federal, state, local, foreign or other taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any taxing authority, including, without limitation, taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation or net worth, and taxes or other charges in the nature of excise, withholding, ad valorem or value added, and (ii) "Tax Return" means any return, report or similar statement (including the attached schedules) required to be filed with respect to any Tax, including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

4.8 REAL ESTATE.

4.8.1 The Disclosure Schedule accurately and completely sets forth, with respect to every parcel of real estate owned by MYR or any of its subsidiaries other than rental sites for periods less than one year: (i) the owner; (ii) the location, including address, thereof; (iii) the legal description and approximate size thereof; (iv) a brief description of the principal improvements and buildings thereon, all of which are within the property, set-back and building lines; (v) the approximate year acquired; and (vi) the nature and amount of any mortgages, tax liens or other liens thereon (including without limitation any environmental liens).

4.8.2 The Disclosure Schedule accurately and completely sets forth, with respect to every parcel of real estate leased by MYR or any of its subsidiaries other than rental sites for periods less than one year: (i) the lessor and lessee thereof and the date and term of the lease governing such property; (ii) the location, including address, thereof; (iii) a brief description of the principal improvements and buildings thereon, all of which are within the property, set-back and building lines thereof; and (iv) the nature and amount of any mortgages, tax liens or other liens thereon (including without limitation any environmental liens). MYR has previously delivered to GPU accurate and complete copies of each of the leases covering real estate leased by MYR and its subsidiaries, and none of such leases has been amended or modified except to the extent that such amendments or modifications are disclosed in such copies or in the Disclosure Schedule. All of the leases covering the real estate leased by MYR and its subsidiaries are in full force and effect. Neither MYR nor any of its subsidiaries is in material default or material

breach under any such lease. No event has occurred which with the passage of time or the giving of notice or both would cause a material breach of or default under any such lease. MYR has no knowledge of any breach by the other parties to such lease.

4.8.3 Except as otherwise disclosed in the MYR SEC Reports or

the Disclosure Schedule, MYR and its subsidiaries have good and marketable title to each parcel of the real estate owned by them and a valid leasehold interest in each parcel of real estate leased by them, in each case other than rental sites for periods less than one year, free and clear of all liens, mortgages, pledges, charges, encumbrances, assessments, restrictions, covenants and easements or title defects of any nature whatsoever, except for liens for real estate taxes not yet due and payable, and such imperfections of title and encumbrances, if any, as are not substantial in character, amount or extent and do not materially detract from the value, or materially interfere with the present use, of such properties or otherwise impair business operations in any material respect.

4.8.4 All of the leases covering real estate leased by MYR and its subsidiaries, other than rental sites for periods less than one year, are in full force and effect. Neither MYR nor any of its subsidiaries is in material default or material breach under any such lease. No event has occurred which with the passage of time or the giving of notice or both would cause a material breach of or default under any such lease. MYR has no knowledge of any breach by the other parties to such lease.

4.8.5 Neither MYR nor any of its subsidiaries has received any notice of (i) any condemnation proceeding with respect to any portion of real estate owned or leased by them, and, to MYR's knowledge, no proceeding is contemplated by any governmental authority; or (ii) any special assessment which may affect the real estate owned or leased by them, and, to MYR's knowledge, no such special assessment is contemplated by any governmental authority.

4.9 TITLE TO AND CONDITION OF ASSETS. MYR and its subsidiaries have good title to all of their respective assets and properties other than real estate owned or leased by them, free and clear of all liens, mortgages, pledges, encumbrances or charges of every kind, nature, and description whatsoever, except (i) any assets or properties that have been disposed of since the date of the most recent MYR SEC Report, (ii) as disclosed in the MYR SEC Reports or the Disclosure Schedule, (iii) as provided in agreements of indemnity with the sureties that issue bonds on behalf of MYR, and (iv) such imperfections of title and encumbrances, if any, as are not substantial in character, amount or extent and do not materially detract from the value, or materially interfere with MYR's present or intended use, of such assets or properties or otherwise impair business operations in any material respect. To the best of MYR's knowledge, the fixed assets of MYR and its subsidiaries are in operating condition consistent with industry practice.

4.10 LICENSES AND PERMITS. MYR and its subsidiaries possess all required governmental or official approvals, permits, licenses or authorizations, the failure to possess any of which would have a Material Adverse Effect ("Material MYR Licenses"). All Material MYR Licenses are in full force and effect, MYR and its subsidiaries are in compliance with their requirements in all material respects, and no proceeding is pending or, to the best of MYR's

knowledge, threatened to revoke or amend or impose any fines or penalties under any of them. None of the Material MYR Licenses is or will be impaired or in any way affected by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

4.11 PROPRIETARY RIGHTS. MYR or its subsidiaries possess (either through license, ownership or otherwise) all proprietary rights including, without limitation, with respect to intellectual property, computer software, patents, trademarks, copyrights and the like, the failure to possess which would have a Material Adverse Effect. Neither MYR nor any of its subsidiaries has received a notice of the conflict of their respective businesses with proprietary rights of others within the last five years, and, to MYR's knowledge, the conduct of business of MYR and its subsidiaries has not infringed any such rights of others.

4.12 ADEQUACY OF ASSETS; RELATIONSHIPS WITH ITS CUSTOMERS AND SUPPLIERS; RELATED PARTY TRANSACTIONS; RESTRICTIVE COVENANTS. The assets and properties of MYR and its subsidiaries (including their leased assets and properties) constitute, in the aggregate, all of the property necessary for the conduct of their business in the manner in which and to the extent to which it is currently being conducted or is contemplated to be conducted by MYR. Except for and subject to terms and conditions contained in MYR's contracts, and the rights of any customer or supplier thereunder, MYR knows of no written or oral communication, fact, event or action which exists or has occurred within 90 days prior to the date of this Agreement, which indicates that: any current customer of MYR or its subsidiaries which accounted for over 5% of the total consolidated net sales of MYR and its subsidiaries for the year ended December 31, 1998, or any current supplier to MYR or any of its subsidiaries of items material to the conduct of their business, which items cannot be replaced by them at comparable cost to them and the loss of which would have a Material Adverse Effect, will seek to terminate its business relationship with any of them. Set forth in the Disclosure Schedule is a list of the twenty largest customers of MYR for each of the two consecutive years ended December 31, 1998. The MYR SEC Reports set forth any transactions required to be set forth therein under Item 404 of Regulation S-K under the 1933 Act. Except as set forth in the MYR SEC Reports, neither MYR nor any of its subsidiaries is restricted by agreement from carrying on its business anywhere in the world. There is not any default outstanding in any material obligation to be performed by MYR or any of its subsidiaries under any material contract or agreement by which any of them is bound or, to the knowledge of MYR, any other party thereto.

4.13 CERTAIN DOCUMENTS AND INFORMATION. The Disclosure Schedule accurately and completely lists the following: (i) each loan, credit agreement, security agreement or other agreement or instrument with respect to indebtedness (other than guarantees not related to the borrowing of money) to which MYR or any of its subsidiaries is a party or by which it is bound; (ii) each material lease of personal property to which MYR or any of its subsidiaries is a party or by which it is bound; (iii) the name and annual salary rates, from January 1, 1996 to the present, of each salaried employee of MYR or any of its subsidiaries whose current annual salary is in excess of $100,000, the aggregate estimated bonus compensation that will be payable by MYR or any of its subsidiaries to or for the benefit of their employees for the year ending December 31, 1999, and any employment or other agreement, arrangement or understanding (whether oral or written) of MYR or any of its subsidiaries with any of their respective officers or employees; and (iv) the name of each of the officers and directors of MYR and each of its subsidiaries. MYR has

previously furnished GPU with an accurate and complete copy of each such agreement, contract or commitment described in clause (i) of this Section 4.13 and listed in the Disclosure Schedule. There is not any default outstanding in any material obligation to be performed by MYR or any of its subsidiaries under any such instrument.

4.14 INSURANCE. All premiums and other payments which have become due under the policies of insurance of MYR have been paid in full, all of such policies are now in full force and effect and neither MYR nor any of its subsidiaries has received notice from any insurer, agent or broker of the cancellation of, or any material increase in premium with respect to, any of such policies or bonds. Except as set forth in the MYR SEC Reports or the Disclosure Schedule, neither MYR nor any of its subsidiaries has received any notification from any insurer, agent or broker denying or disputing any material claim made by any of them or denying or disputing any coverage for any such material claim or the amount of any such claim or right with respect to the foregoing. Except as set forth in the MYR SEC Reports or the Disclosure Schedule, neither MYR nor any of its subsidiaries has any claim against any of its insurers under any of such policies pending or anticipated and, to the best of MYR's knowledge, there has been no occurrence of any kind which would give rise to any such claim. The Disclosure Schedule includes a list of MYR's material insurance policies.

4.15 LITIGATION. Except as set forth in the MYR SEC Reports, the Disclosure Schedule, or in insurance loss runs previously provided to GPU by MYR, there are no actions, suits, claims, governmental investigations or

arbitration proceedings pending or, to the best of the MYR's knowledge, threatened against or affecting MYR or any of its subsidiaries or any of their assets or properties which could have a Material Adverse Effect. Except as set forth in the MYR SEC Reports or the Disclosure Schedule, there are no outstanding orders, decrees or stipulations issued by any federal, state, local or foreign judicial or administrative authority in any proceeding to which MYR or any of its subsidiaries is or was a party.

4.16 RECORDS. MYR has previously furnished GPU with copies of the certificate of incorporation and bylaws and all amendments thereto to date of MYR and each of its active subsidiaries (certified in each case by the secretary of such company), and such copies are correct and complete in all respects. To the best of MYR's knowledge, all of the operating data and records of MYR and its subsidiaries, including without limitation customer lists and financial, accounting and credit records, are accurate and complete in all material respects and there are no material matters as to which appropriate entries have not been made therein. A record of all action taken by the stockholders and the board of directors of MYR and each of its active subsidiaries all minutes of their meetings are contained in the minute books of MYR and are accurate and complete in all material respects. The record books and stock ledgers of MYR and each of its active subsidiaries contain an accurate and complete record of all issuances and cancellations of shares of their capital stock.

4.17 NO MATERIAL ADVERSE CHANGE. Since the date of the MYR Balance Sheet, except as set forth in the Disclosure Schedule, there have not been any changes in the business, assets, properties, condition (financial or otherwise) or results of operations, of MYR or any of its subsidiaries, other than changes occurring in the ordinary course of business which in the aggregate have not had a Material Adverse Effect. There is not, to the best of MYR's

knowledge, any threatened or prospective event or condition of any character whatsoever which could reasonably be expected to have a Material Adverse Effect.

4.18 ABSENCE OF CERTAIN ACTS OR EVENTS. Except as disclosed in the Disclosure Schedule, from the date of the MYR Balance Sheet through the date hereof, neither MYR nor any of its subsidiaries has: (i) authorized or issued any of its shares of capital stock (including any held in its treasury) or any other securities other than issuances of MYR Common Stock upon exercise of outstanding stock options or conversion of outstanding convertible notes; (ii) declared or paid any dividend or made any other distribution of or with respect to its shares of capital stock or other securities or purchased or redeemed any shares of its capital stock or other securities or authorized the same; (iii) sold, leased, transferred or assigned any of its assets other than in the ordinary course of business; (iv) incurred any material obligations or liabilities (including any indebtedness) or entered into any material transaction, except for this Agreement and the transactions contemplated hereby, or in the ordinary course of business; (v) suffered any uninsured theft, damage, destruction or casualty loss in excess of $250,000; or (vi) taken any action which if taken after the date hereof would constitute a breach of Section 6.5.

4.19 COMPLIANCE WITH LAWS. Except as set forth in the MYR SEC Reports or the Disclosure Schedule, MYR and its subsidiaries are in compliance with all laws, regulations and orders applicable to them or their assets, properties and business, except where the failure so to comply would not have a Material Adverse Effect. Neither MYR nor any of its subsidiaries has received notification of any failure to comply with any laws, and, to the best of MYR's knowledge, no proceeding with respect to any such violation is contemplated. Neither MYR nor any of its subsidiaries nor, to the best of MYR's knowledge, any employee of any of them, has knowingly made any payment of funds in connection with their business prohibited by law, and no funds have been knowingly set aside to be used in connection with their business for any payment prohibited by law.

4.20 ENVIRONMENTAL MATTERS. Except as disclosed in the MYR SEC Reports or in the Disclosure Schedule, and except for matters which are not, or would not be, required to be disclosed in the MYR SEC Reports:

4.20.1 Neither MYR nor any of its subsidiaries (or, to the

knowledge of MYR, any predecessor or any of its subsidiaries) has transported, stored, treated or disposed, nor has any of them allowed or arranged for any third parties to transport, store, treat or dispose of Hazardous Substances (as hereinafter defined) to or at any location other than a site lawfully permitted to receive such Hazardous Substances for such purposes, nor has it performed, arranged for or allowed by any method or procedure such transportation, storage, treatment or disposal in contravention of any laws or regulations, except for any of the foregoing which would not have a Material Adverse Effect. Neither MYR nor any of its subsidiaries (or, to the knowledge of MYR, any predecessor or any of its subsidiaries) has disposed, or allowed or arranged for any third parties to dispose, of material amounts of Hazardous Substances upon property currently or, to the knowledge of MYR, formerly owned, leased or operated by them, except as permitted by law. For purposes of this Section 4.20, the term "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, wastes (including,

without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, Bevill Amendment materials, lead, asbestos and asbestos-containing materials ("ACM"), building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by any law, statute, ordinance, rule or regulation governing pollution, contamination, protection of the environment, human health or safety, health or safety of employees, or sanitation.

4.20.2 There has not occurred, nor is there presently occurring, a Release of a material amount of any Hazardous Substance on, into or beneath the surface of any parcel of the real estate currently or, to the knowledge of MYR, formerly owned, leased or operated by MYR or any of its subsidiaries (or, to the knowledge of MYR, any predecessor or any of its subsidiaries). For purposes of this Section 4.20, the term "Release" shall mean releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping in violation of law or regulation.

4.20.3 Neither MYR nor any of its subsidiaries (or, to the knowledge of MYR, any predecessor or any of its subsidiaries) has transported or disposed, nor has any of them allowed or arranged for any third parties to transport or dispose, any Hazardous Substance to or at a site which, pursuant to CERCLA or any similar state law, (i) has been placed on the National Priorities List or its state equivalent, or (ii) the Environmental Protection Agency or the relevant state agency has proposed or is proposing to place on the National Priorities List or its state equivalent. Neither MYR nor any of its subsidiaries has received any notice, and MYR has no knowledge of any facts which could give rise to any notice, that MYR or any of its subsidiaries is a potentially responsible party for a federal or state environmental cleanup site or for corrective action under CERCLA or any other applicable law or regulation. Neither MYR nor any of its subsidiaries has submitted nor was it required to submit any notice pursuant to Section 103(c) of CERCLA with respect to the real estate currently or, to the knowledge of MYR, formerly owned, leased or operated by MYR or any of its subsidiaries (or, to the knowledge of MYR, any predecessor or any of its subsidiaries). Neither MYR nor any of its subsidiaries (or, to the knowledge of MYR, any predecessor or any of its subsidiaries) has received any written or oral request for information in connection with any federal or state environmental cleanup site. Neither MYR nor any of its subsidiaries (or, to the knowledge of MYR, any predecessor or any of its subsidiaries) has undertaken (or been requested to undertake) any response or remedial actions or clean-up actions of any kind at the request of any federal,

state or local governmental entity, or at the request of any other person or entity.

4.20.4 There are no laws, regulations, ordinances, licenses, permits or orders relating to environmental or worker safety matters requiring any work, repairs, construction or capital expenditures with respect to the assets or properties of MYR or any of its subsidiaries.

4.20.5 MYR has delivered or made available to GPU true and complete copies of any material reports, studies, analyses, tests, or monitoring possessed by MYR or any of its subsidiaries relating to material compliance with any environmental law and Hazardous Substances at, on, under, within or migrating to or from any facility or real property currently owned by MYR or any of its subsidiaries.

4.21 LABOR RELATIONS. Except as set forth in the Disclosure Schedule, neither MYR nor any of its subsidiaries is a party to or bound by any collective bargaining agreement or any other agreement with a labor union, and to the best of MYR's knowledge, there has been no effort by any labor union to organize any employees of MYR or any of its subsidiaries into one or more collective bargaining units during the last two fiscal years. There are no pending or, to the best of MYR's knowledge, threatened labor disputes, strikes or work stoppages which could have a Material Adverse Effect. Except as disclosed in the MYR SEC Reports or the Disclosure Schedule, and except for matters which are not, or would not be, required to be disclosed in the MYR SEC Reports, there is not now pending or, to the best of MYR's knowledge, threatened any charge or complaint against MYR or any of its subsidiaries by or with the National Labor Relations Board or any representative thereof.

4.22 EMPLOYEE BENEFITS.

4.22.1 Neither MYR nor any of its subsidiaries, nor any corporation or business which is now or at the relevant time was a member of a controlled group of corporations or trades or businesses including MYR or any of its subsidiaries, within the meaning of Section 414 of the Code, maintains or contributes to, or is required to contribute to, or at any time since January 1, 1997 maintained, contributed to or was required to contribute to, or otherwise has any liability with respect to: (i) any non-qualified deferred compensation or retirement plans or arrangements; (ii) any qualified defined contribution retirement plans or arrangements; (iii) any qualified defined benefit pension plan; (iv) any other plan, program, agreement or arrangement under which former employees of MYR or any of its subsidiaries or their beneficiaries are entitled, or current employees of MYR or any of its subsidiaries will be entitled following termination of employment, to medical, health, life insurance or other benefits other than pursuant to benefit continuation rights granted by state or federal law; or (v) any other health, welfare, medical, disability, life insurance, stock, stock purchase or stock option plan, or any other program, agreement, arrangement or policy providing employee benefits, except in each case as described in the Disclosure Schedule and except for any benefits provided under collective bargaining agreements. The plans described in the Disclosure Schedule are referred to herein as the "Plans."

4.22.2 The administration of the Plans complies in all material respects with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and all other applicable laws, and the Plans meet any applicable requirements for favorable tax treatment under the Code in both form and operation. To the knowledge of MYR, there have been no prohibited transactions as defined in Section 406 of ERISA or Section 4975 of the Code with respect to any of the Plans or any parties in interest or disqualified persons with respect to the Plans or any reduction or curtailment of accrued

benefits with respect to any of the Plans. There are no pending or, to the best knowledge of MYR, threatened, claims, lawsuits, or arbitrations which have been asserted or instituted against the Plans, any fiduciaries thereof with respect to their duties to the Plans or the assets of any of the trusts under any of the Plans. No Plan is under audit or investigation by the IRS, the Department of Labor or the PBGC, and to the best knowledge of MYR and its subsidiaries no such audit or investigation is threatened.

Except for any failure to comply or liability which would not have a Material Adverse Effect, MYR and each of its subsidiaries (i) is in compliance with all applicable laws respecting employment, employment practices, labor, terms and conditions of employment, wages and hours and withholding requirements, (ii) is not liable for any arrears of wages or any taxes or any penalty for failure to comply with any of the foregoing; and (iii) is not liable for any payment to any trust or other fund or to any governmental or administrative authority, with respect to unemployment compensation benefits, social security or other benefits.

4.22.3 All required contributions for all completed Plan years have been made or properly accrued and adequate accruals for contributions with respect to all current Plan years are reflected in the MYR Balance Sheet to the extent required under GAAP. The cost of providing all retirement and post-termination benefits has been properly accrued and is reflected in the MYR Balance Sheet in accordance with GAAP, including Statements of Financial Accounting Standards 87, 106 and 112. If any of the Plans is a multi-employer plan as defined in Section 3(37) of ERISA, neither MYR nor any of its subsidiaries would be liable for any withdrawal liability under Subtitle E of Title IV of ERISA if a complete withdrawal occurred immediately prior to the Effective Time.

4.22.4 MYR has furnished GPU with true and complete copies of: (i) the Plans and any related trusts or funding vehicles, policies or contracts and the related summary plan descriptions with respect to each Plan; (ii) the most recent determination letters received from the Internal Revenue Service regarding the tax qualified plans and copies of any pending applications, filings or notices with respect to any of the Plans with the Internal Revenue Service, the Pension Benefit Guaranty Corporation, the Department of Labor or any other governmental agency; and (iii) the latest financial statements and annual reports for each of the Plans and related trusts or funding vehicles, policies or contracts as of the end of the most recent plan year with respect to which the filing date for such information has passed.

4.22.5 Except pursuant to agreements set forth in the Disclosure Schedule, the execution of, and performance of the transactions contemplated in, this Agreement will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any Plan, trust or loan that will or may result in any payment (whether severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, increase in benefits or obligation to fund benefits with respect to any employee of MYR or any of its subsidiaries.

4.22.6 Except as provided on the Disclosure Schedule or pursuant to collective

bargaining agreements, (i) neither MYR nor any entity controlled by or under common control with MYR within the meaning of Section 4001 of ERISA maintains or has maintained a defined benefit plan within the five (5) years preceding the date of this Agreement; and (ii) no employer securities, employer real property or other employer property is included in the assets of any Plan.

4.23 CONTRACT REVENUE. On or prior to the date of this Agreement, MYR

has provided to GPU, with respect to each uncompleted contract of MYR and its subsidiaries having a total contract price in excess of $100,000, in each case as of September 30, 1999, each of the following: (i) the current cumulative contract amount (consisting of the original price and the price for all owner-approved change orders), (ii) estimated contract profit, (iii) costs incurred to date, (iv) estimated cost to complete, (v) revenue recognized to date, (vi) profit recognized to date, (vii) billings to date, (viii) cost and estimated earnings in excess of billings, (ix) billings in excess of costs and estimated earnings, (x) retainage and (xi) backlog. To the best of MYR's knowledge, as of such date the estimated contract profit and estimated cost to complete for each such contract accurately reflected the actual contract profit that was expected to be realized and the actual cost to complete that was expected to be incurred, respectively, for such contract. As described in the Disclosure Schedule, MYR and its subsidiaries have used the same methods for determining the percentage of contract work completed at September 30, 1999 as they used in determining such amounts at the date of each of the balance sheets included in the MYR SEC Reports, for purposes of preparing their financial statements included therein.

4.24 ACCURACY OF SCHEDULE 14D-9, PROXY STATEMENT. None of the Schedule 14D-9, any other document required to be filed by MYR with the SEC in connection with the Offer, or the proxy statement to be submitted to the stockholders of MYR in connection with the meeting at which the Merger is to be voted on, if required by law (the "Proxy Statement"), will, when mailed to the stockholders of MYR, at the time of the meeting of stockholders of MYR, if any, or at the Effective Time include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made, except that MYR makes no representations as to statements or omissions made therein concerning any matter other than the information with respect to MYR.

4.25 INVESTMENT BANKERS' AND BROKERS' FEES. MYR has no obligation to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement except for the fees of Berenson Minella & Company (the "MYR Financial Advisor") as set forth in the agreement between MYR and MYR Financial Advisor previously delivered to GPU.

4.26 TAKEOVER LAWS. The approval of this Agreement and the Merger by the MYR Board of Directors (i) constitutes approval of this Agreement, the Merger, and the transactions contemplated hereby for purposes of Section 203 of the DGCL and (ii) renders inapplicable Article Tenth and Article Eleventh of the MYR Certificate of Incorporation to this Agreement, the Merger and the transactions contemplated hereby. To the knowledge of MYR, except for Section 203 of the DGCL (which has been rendered inapplicable), no "moratorium," "control share," "fair price" or other antitakeover laws and regulations of any state (collectively, "Takeover Laws") are applicable to the Merger or the other transactions contemplated by this

Agreement.

4.27 FAIRNESS OPINION. On or before the date hereof, the MYR Financial Advisor has delivered its opinion to the MYR Board of Directors that the Merger Consideration is fair, from a financial point of view, to the holders of MYR Common Stock.

4.28 YEAR 2000. All internal computer systems that are material to the business, finances or operations of MYR and its subsidiaries ("Material Systems") are (i) able to receive, record, store, process, calculate, manipulate and output dates prior to, on and after January 1, 2000, time periods that include January 1, 2000 and information that is dependent on or relates to such dates or time periods, in a manner necessary to determine the accuracy, functionality, data integrity and performance expected when utilizing properly performing data and (ii) able to store and output information in a manner that is unambiguous as to century ("Year 2000 Compliant") or have been modified to be made Year 2000 Compliant without breaching any third party license agreements or otherwise infringing any intellectual property rights of any third party.

4.29 VOTE REQUIRED. The affirmative vote of the holders of a majority of the shares of MYR Common Stock outstanding on the record date set for the MYR Stockholders Meeting is the only vote of the holders of any of MYR's capital

stock necessary to approve this Agreement and the transactions contemplated hereby.

5. REPRESENTATIONS AND WARRANTIES OF GPU AND MERGER SUBSIDIARY

In order to induce MYR to enter into this Agreement and to consummate the transactions contemplated hereunder, GPU and Merger Subsidiary make the following representations and warranties:

5.1 ORGANIZATION, POWER AND AUTHORITY OF GPU AND MERGER SUBSIDIARY. Each of GPU and Merger Subsidiary is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation with full corporate power and authority to enter into this Agreement and to carry out the transactions and agreements contemplated hereby. GPU is duly qualified to transact business as a foreign corporation, and is in good standing, in each jurisdiction in which its business or property is such as to require that it be thus qualified except for jurisdictions where the failure to be so qualified would not have a Material Adverse Effect.

5.2 DUE AUTHORIZATION; BINDING OBLIGATION; NONCONTRAVENTION. The execution, delivery and performance of this Agreement, and the consummation of the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of GPU and Merger Subsidiary. This Agreement has been duly executed and delivered by GPU and Merger Subsidiary and subject to receipt of the 1935 Act Order, is a legal, valid and binding obligation of each of them, enforceable in accordance with its terms except as enforceability may be affected by bankruptcy, insolvency, moratorium and similar laws and by general principles of equity (whether brought in an action at law or in equity). Neither the execution and delivery of this Agreement by GPU and Merger Subsidiary nor the consummation of the other transactions contemplated hereby or thereby will: (i) conflict with or violate any provision of (a) the certificate of incorporation or bylaws of GPU or Merger Subsidiary or (b) any decree or order of any court

or administrative or other governmental body which is either applicable to, binding upon or enforceable against either of them; or (ii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under, any mortgage, contract, agreement, indenture or other instrument which is either binding upon or enforceable against either of them except in each case set forth in (i)(b) and (ii) above, as would not have a Material Adverse Effect on the ability of GPU and Merger Subsidiary to consummate the transactions contemplated hereby. No permit, consent, approval or authorization of, or declaration to or filing with, any regulatory or other governmental authority is required in connection with the execution and delivery of this Agreement by GPU and Merger Subsidiary or the consummation of the other transactions contemplated hereby or thereby except for the filing of the Certificate of Merger, the filings required by the HSR Act, the 1935 Act Order and any filings required by federal and state securities laws.

5.3 NO PRIOR ACTIVITIES; ASSETS OF MERGER SUBSIDIARY. Merger Subsidiary is being utilized solely for the purpose of the Merger and engaging in the transactions contemplated hereby. Merger Subsidiary has neither incurred any obligations or liabilities nor engaged in any business or activities of any type or kind whatsoever or entered into any agreement or arrangements with any person or entity except in connection with its organization and this Agreement.

5.4 ACCURACY OF OFFER DOCUMENTS, PROXY STATEMENT. None of the Offer Documents or the Proxy Statement, if any, will, when mailed to stockholders of MYR, at the time of the meeting of stockholders of MYR, if any, or at the Effective Time, include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances under which they were made, except that GPU makes no representations as to statements or omissions made therein concerning any matter with respect to MYR.

5.5 INVESTMENT BANKERS' AND BROKERS' FEES. GPU has no obligation to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

5.6 AVAILABILITY OF FUNDS. GPU currently has and will continue to have through the Effective Time sufficient funds (or access thereto) to pay all amounts which may be payable to stockholders of MYR pursuant to the Offer and the Merger and to pay all fees and expenses in connection therewith.

6. ACTIONS PRIOR TO THE EFFECTIVE TIME

The parties covenant to take the following actions between the date hereof and the Effective Time:

6.1 APPROVAL OF MYR STOCKHOLDERS; SECURITIES LAW MATTERS; MERGER WITHOUT MEETING OF STOCKHOLDERS; ACQUISITION PROPOSALS.

6.1.1 If required by applicable law in order to consummate the Merger, MYR

shall duly call and promptly hold a meeting of its stockholders as soon as practicable following the expiration of the Offer for the purpose of approving the Merger on the terms and conditions set forth in this Agreement and in connection therewith will comply with the applicable provisions of the DGCL relating to the calling and holding of a meeting of stockholders for such purpose. Subject to Section 6.1.3, the Board of Directors of MYR shall recommend the approval and adoption of this Agreement by the stockholders of MYR, and MYR shall use its reasonable best efforts to obtain such adoption and approval.

6.1.2 (a) If a meeting of stockholders is required, each of GPU and MYR agrees to cooperate in the preparation of the Proxy Statement and other proxy solicitation materials of MYR constituting a part thereof and all related documents. The Proxy Statement shall comply as to form in all materials respects with the applicable provisions of the 1934 Act and the rules and regulations thereunder. Provided the other party has cooperated as required above, MYR agrees to file the Proxy Statement in preliminary form with the SEC as promptly as reasonably practicable after the expiration of the Offer. MYR shall, as promptly as practicable after receipt thereof, provide copies of any written comments received from the SEC with respect to the Proxy Statement to GPU, and advise GPU of any oral comments with respect to the Proxy Statement received from the SEC. MYR shall use its reasonable best efforts to respond promptly to any SEC comments and to mail the Proxy Statement to stockholders as soon as practicable after such comments are resolved. GPU and Merger Subsidiary shall cause all the shares of MYR Common Stock acquired pursuant to the Offer or otherwise by GPU, Merger Subsidiary or any other subsidiary of GPU to be voted in favor of the Merger.

(b) Notwithstanding anything to the contrary in this Agreement, in the event that the Merger Subsidiary, or any other direct or indirect subsidiary of GPU, acquires at least 90% of the outstanding shares of each class of capital stock of MYR, at the request of GPU or the Merger Subsidiary, the parties shall take all necessary and appropriate action to cause the Merger to become effective, as soon as practicable after the expiration of the Offer, without a meeting of stockholders of MYR in accordance with Section 253 of the DGCL.

6.1.3 (a) MYR shall immediately cease and cause to be terminated any activities, discussions or negotiations conducted prior to the date of this Agreement with any parties other than GPU with respect to any Acquisition Proposal. MYR shall not, and shall cause its subsidiaries and the officers, directors, agents, employees, and advisors of MYR and its subsidiaries not to, initiate, solicit or encourage inquiries or proposals with respect to, or engage in any negotiations concerning, or provide any confidential information to, or have any discussions with, any person relating to, any Acquisition Proposal. Notwithstanding the foregoing, MYR shall be permitted to engage in any discussions or negotiations with, or provide any information to, any person in response to a bona fide written Acquisition Proposal by any such person, if and only to the extent that in each such case such proposal was not solicited in violation of this Agreement and (A) shares of MYR Common Stock shall not have been

accepted for payment under the Offer; (B) the MYR Board of Directors determines in good faith that such Acquisition Proposal would, if consummated, constitute a Superior Proposal; (C) the MYR Board of Directors determines, in good faith

after consultation with outside counsel, that such action is legally advisable for it to act in a manner consistent with its fiduciary duties under applicable law; and (D) prior to providing any information or data to any person or entering into discussions or negotiations with any person, MYR receives from such person an executed confidentiality agreement containing terms no less restrictive with respect to such person than the terms of the Confidentiality Agreement with respect to GPU. MYR shall notify GPU promptly, but in any event within 24 hours, of such inquiries, proposals, or offers received by, any such information requested from, or any such discussions or negotiations sought to be initiated or continued with, any of its representatives indicating, in connection with such notice, the name of such person and the material terms and conditions of any proposals or offers. For the purposes of this Agreement: (i) "Acquisition Proposal" shall mean (a) a merger or consolidation, or any similar transaction, involving MYR (other than mergers, consolidations or similar transactions involving solely MYR and/or one or more wholly-owned subsidiaries of MYR), (b) a purchase or other acquisition of greater than 10% of the consolidated assets of MYR and its subsidiaries, (c) a purchase or other acquisition (including by way of merger, consolidation, share exchange, tender or exchange offer or otherwise) of beneficial ownership of securities of MYR (other than (1) as a result of the exercise or conversion of securities of MYR outstanding on the date hereof, or (2) in connection with any transaction described in the Disclosure Schedule), (d) any substantially similar transaction, or (e) any inquiry or indication of interest with respect to any of the foregoing; in each case other than the transactions contemplated by this Agreement; and (ii) "Superior Proposal" shall mean any bona fide written proposal (a) made by a third party to acquire, directly or indirectly, for consideration consisting of cash and/or securities, all of the MYR Common Stock then outstanding or all or substantially all of the consolidated assets of MYR and otherwise on terms which the MYR Board of Directors determines in its good faith judgment (based on the advice of the MYR Financial Advisor or another financial advisor of nationally recognized reputation) to be more favorable to the stockholders of MYR than the transactions contemplated by this Agreement and (b) which the Board determines in good faith is reasonably likely to be consummated on the terms set forth in the proposal taking into account all legal, financial, regulatory and other aspects of the proposal, including, without limitation, the nature and sufficiency of financing for the proposal and the person making the proposal. MYR shall advise GPU of any material developments with respect to any proposal as to which MYR is exercising its rights pursuant to the third sentence of this Section 6.1.3(a) promptly upon the occurrence thereof. Nothing in this Section 6.1.3(a) shall (w) permit MYR to terminate this Agreement (except as specifically provided in Section 10.4 hereof), (x) permit MYR to enter into any agreement with respect to an Acquisition Proposal during the term of this Agreement, (y) affect any other obligation of MYR under this Agreement, or (z) prohibit consultation by management of MYR with employees of MYR in connection with the purchase or sale of MYR Common Stock by employees in the open market.

(b) Except as set forth in this Section 6.1.3(b), neither the MYR Board of Directors nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to GPU, the approval or recommendation by the MYR

Board of Directors of the Offer and the "agreement of merger" (as such term is used in Section 251 of the DGCL) contained in this Agreement, (ii) approve or recommend, or propose to approve or recommend, any

Acquisition Proposal or (iii) cause MYR or any of its subsidiaries to enter into any letter of intent, agreement in principle, acquisition agreement, merger agreement or other similar agreement with respect to any Acquisition Proposal. Notwithstanding the foregoing, in the event that the MYR Board of Directors determines in good faith, after consultation with outside counsel, that it is legally advisable to do so in order to act in a manner consistent with its fiduciary duties under applicable law, the MYR Board of Directors may withdraw or modify its approval or recommendation of the Offer and the "agreement of merger" contained in this Agreement, the Merger and this Agreement (or not recommend it before the Proxy Statement is sent to stockholders) or approve or recommend a Superior Proposal, but in each case only at a time that is after the third business day following GPU's receipt of written notice advising GPU that the MYR Board of Directors has received a proposal which is a Superior Proposal, specifying the material terms and conditions of such proposal and identifying the Person making such proposal. Nothing in this Section 6.1.3 shall prohibit MYR from complying, to the extent applicable, with Rules 14d-9 and 14e-2(a) promulgated under the 1934 Act with respect to an Acquisition Proposal.

6.2 ACCESS TO INFORMATION; DUE DILIGENCE INVESTIGATIONS. Upon reasonable notice, MYR shall afford to the officers, directors, employees and authorized representatives (including without limitation accountants and lawyers) of GPU access, during normal business hours during the period prior to the Effective Time, to all its properties, books, contracts, commitments and records (including without limitation work papers of independent public accountants) and, during such period, MYR shall (and shall cause its subsidiaries to) furnish promptly to GPU all information concerning its business, properties and personnel as GPU may reasonably request, provided, however, that any furnishing of such information and any such investigation shall not affect the right of GPU to rely on the representations and warranties made in or pursuant to this Agreement. GPU agrees that all information and material received by it will be treated as confidential, and that it will not disclose, divulge or communicate such information to any other person, except to its directors, officers, employees, attorneys, accountants, representatives and consultants and then only to the extent as may be necessary to evaluate the information and any negotiations relating to the transactions contemplated hereby and provided that GPU first advises such person of the confidential nature of the information and the requirements of this Section 6.2 and Section 6.7. GPU further agrees that all such information will be used solely for the purpose of evaluating the transactions contemplated hereby and that it will not use or exploit any such information for any other purpose whatsoever. If the Merger is not concluded for any reason such information will be returned to MYR. The foregoing provisions shall also apply to any information previously furnished by MYR to GPU. The foregoing provisions shall not apply to any information which GPU is required by law to disclose to a third party or is generally known to the public other than as a result of the breach of this Section 6.2.

6.3 DISCLOSURE SCHEDULE SUPPLEMENT; NOTICE OF MATERIAL DEVELOPMENTS; FURNISHING OF CERTAIN INFORMATION. GPU and MYR will each give prompt written notice to the other of (i) any action, suit, claim or governmental investigation that may be brought, asserted, commenced or threatened against the notifying party or any of its officers, directors or

stockholders, and that could affect any of the transactions contemplated hereby, and (ii) any other material development affecting the assets, properties, financial condition, results of operations or business prospects of the notifying party, or (iii) any breach of any representation or warranty of such party, or the occurrence of any event that could reasonably be expected to result in any representation or warranty no longer being accurate, except that neither party shall be obligated to notify the other of any development affecting the line transmission and public utility industries generally.

6.4 MAINTENANCE OF MYR AS GOING CONCERN. Except as expressly contemplated or permitted by this Agreement, or to the extent GPU shall consent in writing, during the period from the date of this Merger Agreement to the Effective Time, MYR shall conduct (and shall cause its subsidiaries to conduct) its operations according to its ordinary and usual course of business, and shall

use its reasonable best efforts to preserve intact its business organization, keep available the services of its officers and employees and maintain satisfactory relationships with licensors, suppliers, distributors, customers and others having business relationships with it. During the period from the date of this Agreement to the Effective Time, representatives of each of GPU and MYR shall confer on a regular and frequent basis with one or more designated representatives of the other to report on operational matters and to report the general status of ongoing operations. MYR shall provide GPU promptly with all documents filed by it with the SEC.

6.5 ABSENCE OF MATERIAL CHANGES. Prior to the Effective Time, MYR and each of its subsidiaries shall not, other than in the normal course of business and in conformity with past practices, or as contemplated by this Agreement or the Disclosure Schedule, without the consent of GPU (which consent will not be unreasonably withheld), (i) make any material change in its business or operations; (ii) make any material change in its accounting policies applied in the preparation of the financial statements referred to in Section 4.5; (iii) declare any dividends in cash on the issued and outstanding shares of its common stock, or make any other distribution of any kind in respect thereof other than regular quarterly dividends consistent with past practices; (iv) issue, sell or otherwise distribute any authorized but unissued shares of its capital stock (other than upon exercise of options outstanding on the date of this Agreement or permitted to be granted hereby or upon conversion of outstanding convertible notes) or effect any stock split, stock dividend or combination or reclassification of any such shares or grant or commit to grant or amend or modify any option, warrant or other right to subscribe for or purchase or otherwise acquire any shares of its capital stock or any security convertible into or exchangeable for any such shares (other than grants of options under stock option plans); (v) purchase or redeem any of its capital stock (or permit any of its subsidiaries to purchase any of its capital stock); (vi) adopt any amendment to its charter or bylaws; or (vii) dispose, or permit any of its subsidiaries to dispose, of any of its assets outside the ordinary course of business. In addition, from and after the date of this Agreement and prior to the Effective Time, except as contemplated by the Disclosure Schedule, neither MYR nor any of its subsidiaries shall, without the consent of GPU (which consent may be granted or withheld in GPU's sole discretion): (i) pay any bonus or increase the rate of compensation of any of their employees, except for (A) payment of bonus compensation for the year ending December 31, 1999 in an aggregate amount not to exceed the amount set forth in the Disclosure Schedule, (B) salary increases for officers of MYR or any of its subsidiaries approved by GPU (which approval shall not be unreasonably withheld), and (C)

regular annual salary increases for other salaried employees consistent with past practice which do not exceed 5% in the aggregate of all employees' existing salary rates, (ii) make or obligate itself to make capital expenditures in excess of $500,000, provided that each individual expenditure in excess of $100,000 shall be made only with GPU's approval (which approval shall not be unreasonably withheld), (iii) voluntarily incur any material obligations or liabilities (including any indebtedness) other than in the ordinary course of business, (iv) make any change in the Plans described in the Disclosure Schedule or adopt new employee benefit plans or enter into any employment or other similar agreement, or (v) amend or waive any provision of, or grant any approval under, any standstill agreement.

6.6 REASONABLE BEST EFFORTS. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including using its reasonable best efforts to satisfy the conditions precedent to the obligations of any of the parties hereto, to obtain all necessary waivers, consents and approvals, to effect all necessary registrations and filings and to lift any injunction or other legal bar to the transactions contemplated hereby (and, in such case, to proceed with the transactions contemplated hereby as expeditiously as possible).

6.7 PUBLICITY. GPU and MYR agree that they will consult with each other concerning any proposed press release or public announcement pertaining to the transactions contemplated hereby and shall use all reasonable efforts to agree upon the text of any such press release or public announcement prior to the

publication of such press release or the making of such public announcement. Except for any such mutually agreed press release or public announcement, and except as and to the extent required by law or as contemplated in the following sentence, neither GPU, without the prior written consent of MYR, nor MYR, without the prior written consent of GPU, shall, and each shall direct its representatives not to, directly or indirectly, make any public comment, statement or communication with respect to the Merger or the terms of this Agreement. The parties agree that each of them may make disclosures to any lender to or other person in a business relationship with such party, including employees of that company, to whom such disclosure is necessary or appropriate in order to satisfy any of the conditions to the consummation of the Merger or to assist in effectuating the Merger or to whom such disclosure otherwise is determined in good faith by such party to be appropriate under the circumstances, provided that the person or persons to whom such disclosure is made has agreed, where appropriate, to restrictions on disclosure consistent with those set forth herein.

6.8 NONSOLICITATION. Each of GPU and MYR agrees that, without the prior consent of the other party, it will not, for a period commencing on the date hereof and continuing until the earlier of (i) the Effective Time, or (ii) December 31, 2001, directly or indirectly solicit for employment any person who is now employed by the other party or any of its subsidiaries provided that any advertisement in a newspaper or other media or general solicitation shall not constitute a solicitation as used herein.

6.9 HSR ACT COMPLIANCE. GPU and MYR shall each prepare and file with the Federal Trade Commission and the United States Department of Justice any notification required

to be filed with respect to the Merger under the HSR Act or any rules or regulations promulgated thereunder. Each of GPU and MYR shall cause any such filing it makes to be true and accurate in all material respects and responsive to the requirements of the HSR Act and any such rules and regulations. Each of GPU and MYR agrees to make available to the other such information relative to its business, assets and property as may be required for the preparation of such notifications.

6.10 PUHCA COMPLIANCE. As promptly as practicable after the execution of this Agreement, GPU shall prepare and file with the SEC an Application on Form U-1 seeking authorization under PUHCA for the acquisition by Merger Subsidiary of the MYR Common Stock, the Merger and the transactions contemplated hereby.

7. CONDITIONS TO THE OBLIGATIONS OF GPU AND MERGER SUBSIDIARY

The obligations of GPU and Merger Subsidiary to consummate the Merger shall be subject to the fulfillment (or waiver by GPU and Merger Subsidiary) at or prior to the Effective Time of each of the following conditions:

7.1 RECEIPT OF NECESSARY CONSENTS. All necessary consents or approvals of any governmental body or agency or third parties necessary for the consummation by GPU and MYR of the transactions contemplated hereby including, without limitation, the 1935 Act Order, shall have been obtained and shall be in full force and effect.

7.2 HSR ACT WAITING PERIOD. The waiting period imposed by the HSR Act with respect to the transactions contemplated by this Agreement shall have expired or been terminated.

7.3 NO RESTRAINT. No court or governmental regulatory authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) or taken any action which prohibits the consummation of the transactions contemplated by this Agreement, and each party agrees to use all reasonable efforts to remove any such prohibition on the consummation of the transactions contemplated by this Agreement.

7.4 CORPORATE ACTION. The stockholders of MYR shall have taken all corporate action (if required under applicable law) necessary to effect the

Merger. MYR shall have furnished GPU with certified copies of resolutions duly adopted by its directors and stockholders in connection with the Merger.

7.5 PURCHASE OF SHARES IN OFFER. The Merger Subsidiary shall have accepted for payment and paid for shares of MYR Common Stock tendered pursuant to the Offer.

8. CONDITIONS TO OBLIGATION OF MYR

The obligation of MYR to consummate the Merger shall be subject to the fulfillment (or waiver by MYR) at or prior to the Effective Time of each of the following conditions:

8.1 RECEIPT OF NECESSARY CONSENTS. All consents or approvals of any governmental

body or agency or third parties necessary for the consummation by GPU and Merger Subsidiary of the transactions contemplated hereby including, without limitation, the 1935 Act Order , shall have been obtained and shall be in full force and effect.

8.2 HSR ACT WAITING PERIOD. The waiting period imposed by the HSR Act with respect to the transactions contemplated by this Agreement shall have expired or been terminated.

8.3 NO RESTRAINT. No court or governmental or regulatory authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) or taken any action which prohibits the consummation of the transactions contemplated by this Merger Agreement, and each party agrees to use all reasonable efforts to remove any such prohibition on the consummation of the transactions contemplated by this Agreement.

8.4 CORPORATE ACTION. The stockholders of MYR shall have taken all corporate action (if required under applicable law) necessary to effect the Merger. GPU and Merger Subsidiary shall have furnished MYR with certified copies of resolutions duly adopted by the directors of GPU and Merger Subsidiary and the stockholder of Merger Subsidiary in connection with the Merger.

8.5 PURCHASE OF SHARES IN OFFER. The Merger Subsidiary shall have accepted for payment and paid for shares of MYR Common Stock tendered pursuant to the Offer; however, this condition shall be deemed satisfied if the Merger Subsidiary fails to accept for payment and pay for shares of MYR Common Stock pursuant to the Offer in violation of the terms of the Offer.

9. CERTAIN ADDITIONAL AGREEMENTS

9.1 INDEMNIFICATION OF DIRECTORS AND OFFICERS.

9.1.1 GPU shall indemnify and provide advancement of expenses to all present and former directors and officers of MYR and its subsidiaries for acts or omissions occurring prior to the Effective Time to the fullest extent now provided or made available to them by MYR and its subsidiaries under applicable law, under their respective articles of incorporation or bylaws and under existing indemnification agreements (which GPU agrees shall continue in full force and effect after the Effective Time). The provisions of this Section 9.1 shall be in addition to the rights any officer or director may have under applicable law, the articles of incorporation or bylaws of MYR or any subsidiary, existing indemnification agreements, or otherwise.

9.1.2 For a period of six years after the Effective Time, GPU, shall, or shall cause the surviving corporation to, maintain in effect, if available, directors' and officers' liability insurance covering those persons who are currently covered by MYR's directors' and officers' liability insurance policy (a copy of which has been made available to GPU) to the extent that it provides coverage for events occurring on or prior to the Effective Time, on

terms (including the amounts of coverage and the amounts of deductibles, if any) that are no less favorable to such persons than the terms now applicable to them under MYR's current policies; provided, however, that in no event shall GPU or the surviving corporation be required to expend more than 200% of the annual premium currently paid by MYR for such coverage; and provided, further, that, if the premium for such coverage exceeds such amount, GPU or the surviving corporation shall purchase a policy with the greatest coverage available for such annual premium.

9.1.3 This Section 9.1 shall survive the consummation of the Merger at the Effective Time, and shall be binding on all successors and assigns of the surviving corporation.

9.2 BENEFIT PLANS.

9.2.1 Each Plan with respect to which any current or former employee of MYR or any of its subsidiaries (each, an "MYR Employee") participates immediately prior to the Effective Time shall become obligations of the surviving corporation at the Effective Time and, for at least one year thereafter, GPU shall, or shall cause the surviving corporation to either maintain the Plans (including incentive compensation arrangements) or provide benefits that are comparable, in the aggregate, to the benefits provided to the MYR Employees, considered as a group, under such Plans as in effect immediately prior to the Effective Time. Nothing in this Section 9.2.1 shall require the surviving corporation or GPU to continue the employment of any MYR Employee.

9.2.2 With respect to any employee benefit plans covering employees of GPU and its subsidiaries ("GPU Plans"), GPU shall, or shall cause the surviving corporation to: (i) with respect to any medical or health plan, waive any pre-existing condition or exclusion in any GPU Plans in which any MYR Employee may be entitled to participate that would result in a lack of coverage for any condition for which an MYR Employee would have been entitled to coverage under the corresponding Plan; (ii) provide each MYR Employee with credit for any co-payments and deductibles paid prior to the Effective Time (to the same extent such credit was given under the analogous Plan prior to the Effective Time) in satisfying any applicable deductible or out-of-pocket requirements under any GPU Plans in which such employees may be eligible to participate after the Effective Time, and (iii) recognize all service of the MYR Employees with MYR or any of its subsidiaries for purposes of eligibility to participate and vesting credit in any GPU Plan in which the MYR Employees may be eligible to participate after the Effective Time; provided that the foregoing shall not apply to the extent it would result in duplication of benefits. GPU represents that there are no waiting periods under any of its current medical or health plans.

10. MISCELLANEOUS

10.1 AMENDMENT AND MODIFICATION. The parties hereto may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing, whether before or after approval of the stockholders of MYR, except that after such approval is obtained,

any amendment, modification or supplement which requires stockholder approval under applicable law shall not be made without such required approval.

10.2 EXPENSES.

10.2.1 Except as otherwise provided in this Section 10.2, the parties agree that whether or not the Merger is consummated, GPU will pay and bear all of the expenses incurred by it and MYR will bear all

of the expenses incurred by MYR in connection with the Merger and this Agreement.

10.2.2 The parties agree that: (i) if MYR shall terminate this Agreement pursuant to Section 10.4.7, (ii) if GPU shall terminate this Agreement pursuant to Section 10.4.4 due to the failure to satisfy the condition set forth in paragraph (g) of Annex A hereto, (iii) if (a) MYR or GPU shall terminate this Agreement pursuant to Section 10.4.4 due to the failure to satisfy the Minimum Condition, (b) at any time after the date of this Agreement and at or before the time of the event giving rise to such termination there shall exist an Acquisition Proposal and (c) within 12 months of the termination of this Agreement, MYR enters into a definitive agreement with any third party with respect to an Acquisition Proposal or an Acquisition Proposal is consummated, or (iv) if GPU shall terminate this Agreement pursuant to Section 10.4.6, then MYR concurrent with such termination in the case of a termination as set forth in clause (i), (ii) and (iv) and concurrent with the occurrence of an event set forth in clause (iii)(c), shall pay to GPU $7 million. The payment provided by this Section 10.2.2 shall be GPU's exclusive remedy in the event of the termination of this Agreement under circumstances where such payment is or becomes payable.

10.3 CERTAIN DEFINITIONS. For purposes of this Agreement:

10.3.1 The "actual knowledge" or "knowledge" of a person shall include anything which any of the executive officers or directors of such person or directors of any of its subsidiaries actually knows and "best of knowledge" of a person shall include anything which any of the executive officers or directors of such person or directors of any of its subsidiaries knows after reasonable inquiry.

10.3.2 "Disclosure Schedule" shall refer to the disclosure schedule delivered by MYR to GPU concurrently with the execution and delivery of this Agreement, which disclosure schedule shall form a part of this Agreement.

10.3.3 "Material Adverse Effect" means, when used in connection with GPU or MYR, any change or development that either individually or in the aggregate with all other such changes or developments is materially adverse to the business, assets, properties, condition (financial or otherwise), or results of operations of such party and its subsidiaries taken as a whole.

10.3.4 "Material" means, when used in connection with GPU or MYR, material to the business, assets, properties, condition (financial or otherwise), or results of

operations of such party and its subsidiaries taken as a whole.

10.3.5 A "person" shall include an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other entity.

10.3.6 A "subsidiary" of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person.

10.4 TERMINATION. Anything to the contrary herein notwithstanding, this Agreement may be terminated and the Merger may be abandoned, whether before or after approval of the stockholders of GPU and MYR:

10.4.1 by the mutual written consent of all of the parties hereto at any time prior to the Effective Time;

10.4.2 by GPU and Merger Subsidiary (i) if due to an occurrence that would result in a failure to satisfy any of the

conditions set forth in Annex A, the Merger Subsidiary shall have (A) failed to commence the Offer within five business days following the date of this Agreement, or (B) terminated the Offer; or (ii) if MYR deliberately fails to perform in any material respect any of its obligations under this Agreement, and, at the time of such failure, GPU's and the Merger Subsidiary's designees on the board of directors of MYR do not constitute a majority of the members of the board of directors of MYR;

10.4.3 by MYR if the Merger Subsidiary shall have (A) failed to commence the Offer within five business days following the date of this Agreement, (B) terminated the Offer or (C) failed to pay (by deposit with the depository for the Offer) for shares of MYR Common Stock pursuant to the Offer within five business days following the expiration of the Offer;

10.4.4 by any party giving written notice to the other parties at any time after the expiration or termination of the Offer without GPU or Merger Subsidiary purchasing any shares of MYR Common Stock pursuant thereto, provided that a party may not terminate pursuant to this Section 10.4.4 if it is in material breach of the terms of this Agreement;

10.4.5 by any party hereto if the purchase of shares of MYR Common Stock pursuant to the Offer shall not have taken place by June 30, 2000, provided that a party may not terminate pursuant to this Section 10.4.5 if such party is in material breach of any of its obligations specified herein;

10.4.6 by GPU if the Board of Directors of MYR, prior to the purchase of shares of MYR Common Stock pursuant to the Offer (i) shall withdraw or modify in any adverse manner its approval or recommendation of this Agreement pursuant to Section 6.1.3, (ii)

shall approve or recommend any Acquisition Proposal or Superior Proposal or (iii) shall resolve to take any of the actions specified in clauses (i) or (ii) above; or

10.4.7 by MYR at any time prior to the purchase of shares of MYR Common Stock pursuant to the Offer, upon three business days' prior notice to GPU, if the Board of Directors of MYR shall approve a Superior Proposal; provided, however, that (i) MYR shall have complied with Section 6.1.3, (ii) the Board of Directors of MYR shall have concluded in good faith, after giving effect to all concessions which may be offered by GPU pursuant to clause (iii) below, after consultation with its financial advisors and outside counsel, that such proposal continues to be a Superior Proposal and (iii) prior to any such termination, MYR shall, and shall cause its financial and legal advisors to, negotiate with GPU to make such adjustments in the terms and conditions of this Agreement as would enable GPU to proceed with the transactions contemplated hereby; provided, however, that it shall be a condition to termination by MYR pursuant to this Section 10.4.7 that MYR shall have made the payment to GPU required by Section 10.2.2.

The liability of any party to this Agreement for any breach or violation of this Agreement shall not be limited except as specifically set forth in Section 10.2.2.

10.5 BINDING EFFECT; THIRD PARTY BENEFICIARIES. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns; provided, however, that the provisions of Section 9.1 are intended for the benefit of the persons identified therein. No person who is a party to this Agreement shall be permitted to assign this Agreement or any of its rights hereunder without the consent of the other parties hereto. No person for whose benefit this Agreement or any of its provisions are intended shall be permitted to assign any of such party's rights without the consent of GPU.

10.6 ENTIRE AGREEMENT. This instrument, the exhibits attached hereto and the Disclosure Schedule contain the entire agreement of the parties hereto with respect to the Merger and the other transactions contemplated herein, and supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. Any reference herein to this Agreement shall be deemed to include the exhibits attached hereto and the Disclosure Schedule.

10.7 HEADINGS. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

10.8 EXECUTION IN COUNTERPART. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

10.9 NOTICES. Any notice, request, information or other document to be given hereunder shall be in writing. Any notice, request, information or other document shall be deemed duly given upon receipt after it is sent by registered or certified mail, postage prepaid, to the intended recipient, addressed as follows:

If to MYR prior to the Closing Date, addressed to such party as follows:

MYR Group, Inc.
Three Continental Towers
1701 West Golf Road, Suite 1012
Rolling Meadows, IL 60008
Attention: Chairman and Chief Executive Officer
Fax: (847) 290-8046

with a copy to:

Bell, Boyd & Lloyd
70 West Madison Street, Suite 3300
Chicago, IL 60602
Attention: William G. Brown
Fax: (312) 372-2098

If to GPU or Merger Subsidiary:

GPU, Inc.
c/o GPU Service, Inc.
300 Madison Avenue
Morristown, NJ 07962
Attention: David C. Brauer
Vice President - Strategic Initiatives
Fax: (973) 455-8532

with copies to:

Berlack, Israels & Liberman LLP
120 West 45th Street
New York, NY 10036
Attention: Douglas E. Davidson
Fax: (212) 704-0196

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, NY 10004
Attention: Paul M. Reinstein
Fax: (212) 859-8586

Any party may send any notice, request, information or other document to be given hereunder using any other means (including personal delivery, courier, messenger service, facsimile transmission or ordinary mail), but no such notice, request, information or other document shall be deemed duly given unless and until it is actually received by the party for whom it is intended.

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice.

10.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without reference to its conflicts of laws rules).

10.11 FURTHER ASSURANCES. In the event that at any time after the Effective Time further action is necessary to carry out the purposes of this Agreement, the parties shall take all such necessary action.

10.12 NO INDIVIDUAL LIABILITY. Whether or not the Effective Time shall occur, no incorporator, director, officer, employee, or stockholder of MYR or GPU shall have any liability under the terms of this Agreement or as a result of the transactions contemplated hereby, and, no recourse shall be had against any such incorporator, director, officer, employee, or stockholder of GPU or MYR, whether by virtue of any constitutional provision or statute or rule of law, or by enforcement of any assessment or penalty or in any other manner, all such liability being expressly waived and released by the parties hereto as part of the consideration in entering into this Agreement, in each case to the fullest extent permitted by law.

10.13 NONSURVIVAL OF REPRESENTATIONS AND WARRANTIES. None of the representations and warranties of this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time. This Section 10.13 shall not limit any covenant or agreement of the parties hereto which by its terms contemplates performance after the Effective Time.

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

GPU, INC.

By /s/ Fred D. Hafer

Fred D. Hafer
Chairman and Chief Executive Officer

MYR GROUP INC.

By /s/ Charles M. Brennan III

Charles M. Brennan III
Chairman and Chief Executive Officer

GPX ACQUISITION CORP.

By /s/ David C. Brauer

David C. Brauer

MYR DISCLOSURE SCHEDULES

Schedule 2.1.3	Option Disclosure
Schedule 4.1	Subsidiaries
Schedule 4.2	Capital Stock
Schedule 4.3	Consents
Schedule 4.6	Liabilities

Schedule 4.7	Taxes
Schedule 4.8	Real Estate
Schedule 4.9	Liens and Encumbrances
Schedule 4.12	Customers
Schedule 4.13	Certain Documents and Information
Schedule 4.14	Insurance
Schedule 4.15	Litigation
Schedule 4.17	Material Adverse Change
Schedule 4.18	Absence of Certain Acts or Events
Schedule 4.19	Compliance with Laws
Schedule 4.20	Environmental Matters
Schedule 4.21	Labor Relations
Schedule 4.22	Employee Benefits
Schedule 4.23	Contract Revenue
Schedule 6.5	Conduct of Business

EXHIBITS

Exhibit 1.5	Amended and Restated Certificate of Incorporation of Surviving Corporation
Exhibit 1.8	Certificate of Merger

ANNEX A
TO
AGREEMENT AND PLAN OF MERGER

Conditions of the Offer. Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) the Merger Subsidiary's right to amend the Offer at any time in its sole discretion, but nevertheless subject to the provisions of the Agreement (capitalized terms used herein and not otherwise defined herein having the meanings ascribed to such terms in the Agreement) the Merger Subsidiary shall not be required to accept for payment, or pay for, and may delay the acceptance for payment, or the payment, of, any tendered shares of MYR Common Stock, if (i) the Minimum Condition shall not have been satisfied, (ii) all waiting periods under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, applicable to the purchase of shares of MYR Common Stock pursuant to the Offer shall not have expired or been terminated, (iii) the SEC shall not have issued an order reasonably acceptable to GPU and the Merger Subsidiary authorizing the acquisition of the MYR Common Stock, the Merger and the other transactions contemplated by this Agreement under the Public Utility Holding Company Act of 1935, as amended or (iv) at any time on or after the date of the Agreement and at or before the time of payment for any such shares of MYR Common Stock (whether or not any shares of MYR Common Stock have theretofore been accepted for payment or paid for pursuant to the Offer), any of the following events shall occur:

(a) any Material Adverse Effect with respect to MYR shall have occurred or be threatened; or

(b) there shall have occurred (1) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or the American Stock Exchange (excluding any coordinated trading halt triggered solely

as a result of a specified decrease in a market index), (2) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (3) any material limitation (whether or not mandatory) imposed by any governmental authority on the extension of credit by banks or other lending institutions in the United States that materially and adversely affects the ability of GPU and the Merger Subsidiary to obtain extensions of credit, or (4) from the date of the Agreement through the date of termination or expiration of the Offer, a decline of at least 33% in either the Dow Jones Average of Industrial Stocks or the Standard & Poor's 500 Index; or

(c) any of the representations and warranties made by MYR in the Agreement that are qualified by materiality or Material Adverse Effect shall not be true and correct in all respects, or any other representation or warranty made by MYR in the Agreement shall not be true and correct in any material respect, or MYR shall have breached any covenant contained in the Agreement or the Agreement shall have been terminated in accordance with its terms; or

(d) there shall have been any action taken, or any statute, rule, regulation, judgment, order or injunction promulgated, enacted, entered or enforced, by any state, federal or foreign

government or governmental authority or by any court, domestic or foreign (a "Governmental Entity), that could reasonably be expected to, or any Governmental Entity shall have instituted or threatened litigation that seeks to, (i) make the acceptance for payment of, or the payment for, some or all of the shares of MYR Common Stock or consummation of the Merger illegal or otherwise prohibited or impose any damages or fines in connection therewith that are material in amount in relation to the transactions contemplated by the Agreement, (ii) impose material limitations on the ability of GPU or the Merger Subsidiary to acquire or hold or to exercise effectively all rights of ownership of MYR Common Stock, including, without limitation, the right to vote any shares of MYR Common Stock purchased by either of them on all matters properly presented to the stockholders of MYR, (iii) require GPU and MYR or any of their respective affiliates or subsidiaries to dispose or hold separate any material portion of their assets or business of any of them, or (iv) prohibit or impose any material limitation on GPU's or the Merger Subsidiary's ownership or operation of all or a material portion of the assets or business of MYR or any of its subsidiaries or affiliates; or

(e) MYR, GPU or the Merger Subsidiary shall have failed to receive any or all governmental consents and approvals to consummation of the Offer, which, if not received, could reasonably be expected to have a Material Adverse Effect; or

(f) the board of directors of MYR shall have publicly (including by amendment of its Schedule 14D-9) withdrawn or amended in any respect its recommendation of the Offer or shall have resolved to do so, unless such withdrawal or amendment results from a material breach by GPU or Merger Subsidiary of any representations or warranties herein or a failure by GPU or Merger Subsidiary to fulfill any material covenant herein; or

(g) any corporation, entity, "group" or "person" (as defined in the Securities Exchange Act of 1934, as amended), other than GPU or any of its affiliates, shall have acquired beneficial ownership of a majority of the outstanding shares of MYR Common Stock.

The foregoing conditions are for the sole benefit of GPU and Merger Subsidiary and may be asserted by GPU or Merger Subsidiary regardless of the circumstance giving rise to such condition and, subject to the terms of the Agreement, may be waived by GPU and Merger Subsidiary, in whole or in part at any time and from time to time, in their sole discretion (except that the Minimum Condition may not be waived by GPU without the consent of MYR). The failure by GPU and Merger Subsidiary at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right, which may be asserted at any time and from time to time. Any determination by GPU and Merger Subsidiary shall be final and binding upon all parties, including tendering stockholders.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

MYR GROUP INC.

It is hereby certified that:

FIRST: The name of the corporation (hereinafter called the "corporation") is MYR GROUP INC.

SECOND: The address, including street, number, city and county, of the registered office of the corporation in the State of Delaware is 1013 Centre Road, City of Wilmington, County of New Castle; and the name of the registered agent of the corporation in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is one hundred (100) shares, all of which are without par value. All such shares are of one class and are shares of Common Stock.

FIFTH: The corporation is to have perpetual existence.

SIXTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented from time to time.

SEVENTH: The board of directors of the corporation is expressly authorized to adopt, amend or repeal bylaws of the corporation.

EIGHTH: Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this __th day of December, 1999.

EXHIBIT 1.8

CERTIFICATE OF MERGER

OF

MYR GROUP INC.

AND

GPX ACQUISITION CORP.

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) MYR GROUP INC., which is incorporated under the laws of the State of Delaware; and

(ii) GPX ACQUISITION CORP., which is incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation in the merger herein

certified is MYR Group Inc., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation law of the State of Delaware.

4. The Amended and Restated Certificate of Incorporation of MYR Group Inc. attached hereto shall be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

5. The executed Agreement of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid surviving corporation, the address of which is as follows:

[address]

6. A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of

the aforesaid constituent corporations.

Dated: December ___, 1999

MYR GROUP INC.

By:
Name:
Title:

Dated: December ___, 1999

GPX ACQUISITION CORP.

By:
Name:
Title:

December 21, 1999

GPU, Inc.
GPX Acquisition Corp.
300 Madison Avenue
Morristown, NJ 07962

Re: Agreement and Plan of Merger, dated as of December 21, 1999 by and among GPU, Inc., GPX Acquisition Corp. and MYR Group Inc. ("Merger Agreement")

Dear Sirs:

Reference is made to the above-captioned Merger Agreement executed today by GPU, Inc. ("GPU"), GPX Acquisition Corp. ("Merger Subsidiary") and MYR Group Inc. ("MYR"). Capitalized terms in this Letter Agreement shall have the meaning given to them in the Merger Agreement unless otherwise defined herein.

Pursuant to the Merger Agreement, GPU has agreed to cause Merger Subsidiary to commence an offer to purchase all of MYR's issued and outstanding shares of Common Stock for $30.10 per share ("Offer Price"). In the event the Minimum Condition and other conditions to the offer are satisfied, Merger Subsidiary will accept and pay for all MYR Common Stock tendered pursuant to the Offer. The Merger Agreement provides that, on or after March 23, 2000, Merger Subsidiary will, subject to the terms and conditions of the Merger Agreement, merge with and into MYR, with MYR as the surviving corporation. If Merger Subsidiary is successful in acquiring at least

90% of MYR's Common Stock through the Offer, the Merger may be consummated under applicable Delaware law without a meeting of MYR's shareholders.

Each of the undersigned (the "Executives") has previously advised GPU and Merger Subsidiary and hereby confirms that, in order to avoid substantial adverse income tax consequences if they were to sell 319,446 shares of MYR Common Stock in the case of Mr. Brennan and 27,779 such shares in the case of Mr. Nelson (collectively, the "Withheld Shares") prior to March 23, 2000, they would not tender any of their Withheld Shares in response to the Offer if the Offer is consummated by its terms prior to March 23, 2000.

By this Letter Agreement, each of the Executives, severally and not jointly, hereby undertakes and agrees that (a) if the Offer is consummated prior to March 23, 2000, they will tender to Merger Subsidiary and not withdraw all of their shares of MYR Common Stock, other than the Withheld Shares, pursuant to the Offer and (b) if the Offer is consummated on or after March 23, 2000, they will tender to Merger Subsidiary and not withdraw all of their shares of MYR Common Stock, including the Withheld Shares, pursuant to the Offer. Each of the Executives, severally and not jointly, further undertakes and agrees that if the Offer is consummated prior to March 23, 2000, as promptly as possible following March 22, 2000 and their receipt of a written request from Merger Subsidiary to do so, they will, and each Executive hereby, severally and not jointly, agrees to, sell to Merger Subsidiary all of their Withheld Shares for a price

equal to the Offer Price, it being agreed and understood that any such sale by the Executives and purchase by Merger Subsidiary shall be subject to the Executives' delivery of such instruments of transfer and other terms as are contained in the Offer. Neither of the Executives shall transfer any of his shares of MYR Common Stock except as set forth herein.

This Letter Agreement is intended to be a legally binding and enforceable several obligation of each of the Executives, shall be governed and construed in accordance with New York law (without giving effect to conflict of law principles) and may be executed in several counterparts.

Very truly yours,

/s/ Charles M. Brennan III

Charles M. Brennan III

/s/ Byron D. Nelson

Byron D. Nelson

Acknowledged, agreed and accepted as of December 21, 1999.
GPU, Inc.
GPX Acquisition Corp.

By: /s/ Fred D. Hafer

Fred D. Hafer
Chairman

September 13, 1999

GPU Service Inc.
300 Madison Avenue
P.O. Box 1911
Morristown, NJ 07962
Attention: Mr. David Brauer

Dear Sirs:

You have requested information from MYR Group Inc. (the "Company") in connection with the consideration of a possible negotiated transaction between the Company and you. We are willing to furnish such information to you on behalf of the Company only for the purpose of evaluating such transaction and pursuant to the terms of this Agreement. You agree that such information and any other information the Company or its Representatives (as hereinafter defined) furnish to you or your Representatives, whether before or after the date of this letter, together with any reports, analyses, compilations, memoranda, notes and any other writings prepared by you or your Representatives which contain, reflect or are based upon such information (collectively, the "Evaluation Material"), will be treated confidentially and will not be used by you in any way detrimental to the Company; provided, however, that (i) any of such information may be disclosed to officers, directors, general partners, employees, counsel, investment bankers and other representatives (such persons being generally referred to herein as "GPU Service Inc.") of yours who need to know such information for the purpose of evaluating a possible negotiated transaction between the Company and you (it being understood that you will cause your Representatives to treat such information confidentially and in accordance with the terms hereof), and (ii) any disclosure of such information may be made to which the Company consents in writing.

You agree that neither you nor any of your Representatives will discuss a transaction involving the Company with any other person, or disclose to any other person either the fact that discussions or negotiations are taking place concerning a possible transaction or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, the media and any corporation, company, group, partnership or individual.

In the event that you or any of your Representatives are required to disclose any Evaluation Material (i) in connection with any judicial or administrative proceedings (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigation Demand or similar process) or (ii) in order, in the opinion of your outside counsel, to avoid violating the federal securities laws or applicable stock exchange regulations, you will in advance of such disclosure provide the Company with prompt notice of such requirement(s). You also agree, to the extent legally permissible, to provide the Company, in advance of any

such disclosures, with copies of any Evaluation Material you intend to disclose (and, if applicable, to the extent practicable, the text of the disclosure language itself) and to cooperate with the Company to the extent it may seek to limit such disclosure. If, in the absence of a protective order or the receipt of a waiver from the Company after a request in writing threrefor is made by you (such request to be made as soon as practicable to allow the Company a reasonable amount of time to respond thereto), you or your Representatives are legally required to disclose Evaluation Material to any tribunal or in order to comply with the federal securities laws, you may disclose such information without liability hereunder.

In consideration for being furnished with the Evaluation Material you agree

that for a period of three (3) years from the date of this Agreement, unless the Company's Board of Directors shall otherwise request in writing in advance, you will not, and shall cause your affiliates not to (and you and they will not assist, form a group, act in concert or participate with or encourage other persons to), directly or indirectly, (i) acquire or offer to acquire, seek, propose or agree to acquire, by means of a purchase, agreement, business combination or in any other manner, beneficial ownership of any securities or assets of the Company or its subsidiaries, including rights or options to acquire such ownership, (ii) seek or propose to influence, advice, change or control the management, Board of Directors, governing instruments or policies or affairs of the Company, including, without limitation, by means of a solicitation of proxies (as such terms are defined in Rule 14a-1 of Regulation 14A promulgated pursuant to Section 14 of the Securities Exchange Act of 1934, disregarding clause (iv) of Rule14a-1(1)(2) and including any exempt solicitation pursuant to Rule 14a-2(b)(1)), contacting any person relating to any of the matters set forth in this agreement or seeking to influence, advise or direct the vote of any holder of voting securities of the Company or making a request to amend or waive any provision of this paragraph or the second paragraph of this letter, or (iii) make any public disclosure, or take any action which could require the Company to make any public disclosure, with respect to any of the matters set forth in this agreement.

In the event that no transaction is effected involving you and the Company after you have been furnished with Evaluation Material, you will (and you will cause your Representatives to) promptly, upon the request of the Company, deliver to the Company the Evaluation Material, including any notes relating thereto, without retaining any copy thereof. If requested by the Company, an appropriate officer of yours will certify to the Company that all such material has been so delivered.

For a period of two years from the date hereof, you agree that you and your affiliates will not, directly or indirectly, hire or seek to hire any individuals who at the time are employees of the Company, except that the foregoing shall not prohibit you from hiring or seeking to hire such employees through a general solicitation made through advertisement or a professional search firm.

The term "Evaluation Material" does not include information which was or becomes generally available to you on a non-confidential basis, provided that the source of such information was not the Company or its Representatives or reasonable believed by you to be

bound by a confidentiality agreement. The term "affiliate" as used in this letter shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

Although the Company has endeavored to include in the Evaluation Material information known to them which they believe to be relevant for the purpose of your investigation, you understand that neither the Company nor any of its Representatives makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor its Representatives shall have any liability to you or any of your Representatives resulting from the use of the Evaluation Material supplied by the Company or its Representatives except to the extent provided in any definitive agreement between you and the Company.

It is agreed that no failure or delay by us or the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

You agree that the Company, without prejudice to any rights to judicial relief it may otherwise have, shall be entitled to seek equitable relief, including injunction, in the event of any breach of the provisions of this letter agreement and that you shall not oppose the granting of such relief on the basis that the Company has an adequate remedy at law. You also agree that you will not seek and agree to waive any requirement for the securing or posting of a bond in connection with the Company's seeking or obtaining such

relief.

It is further understood and agreed that unless and until the execution and delivery of a definitive agreement with respect to any transaction referred to in the first paragraph of this letter, neither the Company nor you intends to be, nor shall either of you be, under any legal obligation of any kind whatsoever with respect to such a transaction or otherwise, by virtue of any written or oral expressions by your or the Company's respective Representatives with respect to such a transaction, except for the matters specifically agreed to in this letter. This provision may only be modified or waived by a separate writing signed by the Company and you expressly so modifying or waiving this provision.

You hereby confirm that you are aware and that your Representatives have been advised that the United States securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter, whereupon this letter will constitute our agreement with respect to the subject matter hereof.

Very truly yours,

BERENSON MINELLA & COMPANY
ON BEHALF OF MYR GROUP INC.

By: /s/ Christopher J. Picotte
Name: Christopher J. Picotte
Title: Vice President

CONFIRMED AND AGREED TO:

GPU SERVICE INC.

By: /s/ David C. Brauer

Name: David C. Brauer

Title: Vice President

Dated: 9/14/99