MATERIAL CHANGE REPORT

Section 75 of the *Securities Act* (Ontario)
Section 67 of the *Securities Act* (British Columbia)
Section 118 of the *Securities Act* (Alberta)
Section 84 of the *Securities Act, 1988* (Saskatchewan)
Section 81 of the *Securities Act* (Nova Scotia)
Section 76 of the *Securities Act, 1990* (Newfoundland)

1. Reporting Issuer

Bracknell Corporation
Suite 1506, 150 York Street
Toronto, Ontario
M5H 3S5

2. Date of Material Change

August 24, 2000

3. Press Release

A press release was issued in Toronto, Ontario on August 24, 2000 and is attached as Schedule "A".

4. Summary of Material Changes

Bracknell Corporation and Bracknell Acquisition Corporation, a Florida corporation and a wholly owned subsidiary of Bracknell ("Subco") have entered into a merger agreement (the "Merger Agreement") dated August 23, 2000 pursuant to which Subco will merge with Able Telcom Holding Corp. ("Able") with Able being the surviving entity. The merger ("Merger") is conditional upon the completion of a number of items, including regulatory and shareholder approval, Bracknell financing, resolution of material litigation, and the completion of satisfactory due diligence.

The Merger will result in all of the outstanding common shares of Able being exchanged for 0.6 common shares (the "Exchange Ratio") of Bracknell Corporation. It is expected that Bracknell will issue approximately 22 million shares in connection with the Merger. The Merger is expected to be completed by December 31, 2000.

5. Full Description of Material Changes

Able Telcom Holding Corp. The following is a summary of the material terms of the Merger Agreement.

Common Share Conversion

Each issued and outstanding common share of Able would be exchanged for 0.6 Bracknell common shares. Bracknell has also agreed to use its commercially reasonable best efforts to grant options to acquire Bracknell common shares in acknowledgement of the cancellation, waiver or other termination of existing options to acquire Able shares to various directors, officers and employees of Able who hold options to acquire Able shares. Bracknell will grant the replacement options with substantially similar vesting criteria and on substantially similar economic terms as the options to acquire Able shares held by the option recipients after having regard to the conversion number, the exercise price of the existing options to acquire Able shares relative to the market price of the Able shares at the close of business on August 22, 2000 and the market price of Bracknell common stock at the close of business on the same date. Bracknell expects to issue up to 2 million replacement options.

Worldcom Commitments

As part of this transaction, WorldCom Inc. ("Worldcom"), an Able Telcom shareholder, will convert its equity holdings in Able into Bracknell common shares and will become a major Bracknell shareholder with an approximate 14% interest. Worldcom has agreed in a letter agreement (the "Commitment Agreement") to:

(a) convert US $37.0 million of current advances to Able into Able preferred shares (the "Able Preferred Shares") which will in turn be converted to Bracknell common stock at a conversion price of CDN $8.25 per share (i.e. 6.6 million shares).

(b) convert a US $4.5 million acquisition note into a seven-year 8% term note.

(c) exchange 2.0 million Able stock appreciation rights into a warrant to acquire 1.2 million Bracknell common shares at US $11.66 per common share, exercisable before July 2002.

(d) enter into a revised and restated Master Services Agreement ("Restated MSA") between WorldCom and Able that provides:

- A new six (6) year term, with good faith negotiations after five years to extend the term of the contract.
- Increase in the minimum limits of local metropolitan network build-out to 75% and minimum yearly revenue to US $55 million, and minimum revenue over the term to US $390 million.
- No termination for convenience by WorldCom.
- Opportunity to self-perform traditionally subcontracted services at market competitive rates.

(e) make available to Able interest free subordinate working capital advances from time to time for up to 18 months matching new working capital contributed by Bracknell, in an aggregate amount not to exceed US $40.0 million. The advances shall be repayable upon the expiration of 6 years after the closing of the Merger.

(f) make available to a subsidiary of Able funding in excess of $20 million which is to be provided by Bracknell to finance the completion of certain specified work to be completed by the subsidiary under an existing contract with a third party. The obligation to provide funding shall terminate on the completion of the work under such contract.

(g) provide an indemnity against various losses or claims under surety bonds for specified contracts.

(h) a restriction on transfer of any common shares of Bracknell issued in connection with the Merger for a term of 18 months following completion of the Merger. Worldcom is also restricted from acquiring any additional securities of Bracknell, in each case without approval of the board of directors of Bracknell.

(i) Worldcom will provide Bracknell with a reasonable opportunity to provide Bracknell's complete service offering as a preferred vendor to Worldcom.

Non-Solicitation

Pursuant to the Merger Agreement, Able has agreed not to solicit, initiate or encourage any other proposal for a merger or similar transaction, take-over bid or sale of all or substantially all of the assets of Able or any subsidiary (an "Acquisition Proposal"), participate in any discussions or negotiations regarding, or furnish to any person any information in respect of, or take any other action to facilitate, any Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal; however nothing contained in the Merger Agreement (a) shall prohibit the Able board of directors from furnishing any information to, or entering into discussions or negotiations with, any person that makes an unsolicited bona fide Acquisition Proposal if, and only to the extent that (A) the Able stockholder meeting to approve the Merger shall not have occurred, (B) the Able board of directors, after consultation with outside legal counsel, determines in good faith that the failure to take such action would be inconsistent with its fiduciary duties to Able's stockholders under applicable law, as such duties would exist in the absence of any limitation in the Merger Agreement, (C) the Able board of directors determines in good faith that such Acquisition Proposal is reasonably likely to lead to a transaction that, if accepted, is reasonably likely to be consummated taking into account all legal, financial, regulatory and other aspects of the proposal and the person making the proposal believes in good faith, after consultation with its financial advisor and after taking into account the strategic benefits to be derived from the Merger and the long-term prospects of Bracknell and its subsidiaries, based on the information available to the Able board of directors at the time, that such Acquisition Proposal would, if consummated, result in a transaction more favourable to Able's stockholders than the Merger and (D) prior to taking such action, Able (x) provides reasonable notice to Bracknell to the effect that it is taking such action and (y) receives from the person submitting such Acquisition Proposal an executed confidentiality/standstill agreement in reasonably customary form and in any event containing terms at least as stringent as those that exist between Bracknell, Worldcom and Able pertaining to the Merger.

Support Agreement

Worldcom currently beneficially owns 3,050,000 of the voting shares of Able, representing approximately 19.9% of the total outstanding voting shares of Able. Pursuant to the terms of the Commitment Agreement, WorldCom has irrevocably agreed to vote their common shares, and any voting rights associated with the securities issued under the Commitment Agreement in favour of the Merger. The foregoing agreement terminates upon the earlier of the occurrence of the effective date of the Merger and the termination of the Merger Agreement in accordance with its terms.

Conditions of Closing

The obligations of Bracknell, Able and Subco to consummate the Merger are subject to the satisfaction on or before the closing date of each of the following conditions:

(a) proper shareholder, regulatory, and necessary stock exchange approvals have been obtained;

(b) satisfactory opinions of legal counsel to the effect that the Merger will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended from time to time,

The obligations of Bracknell to consummate the Merger are subject to the satisfaction on or before the closing date of each of the following conditions:

(a) Able shall have performed in all material respects all of its obligations required to be performed by it under the Merger Agreement on or prior to the closing date and the representations and warranties of Able contained in this Agreement shall be true in all material respects at and as of the closing date as if made on and as of such date;

(b) WorldCom shall not be in breach of any term of the Commitment Agreement;

(c) certain specified stockholders shall have entered into support agreements and shall not be in breach of those agreements (where they agree to vote their Able shares in support of the Merger);

(d) neither Able nor WorldCom shall be in breach of any term of the Restated MSA;

(e) Able shall not be in breach of the applicable terms of a specified settlement agreement in connection with certain litigation and the other party to such litigation shall have entered into a support agreement (where they agree to vote their Able shares in support of the Merger), and neither Able nor such third party shall be in breach of the terms of such support agreement;

(f) Bracknell shall have obtained financing necessary to complete the transactions contemplated by this Agreement on terms reasonably satisfactory to it;

(g) except as agreed in writing by Bracknell, all outstanding material litigation of Able shall have been settled or otherwise resolved on terms reasonably satisfactory to Bracknell;

(h) specified officers and employees of Able and its subsidiaries shall have entered into, as applicable, (i) severance agreements on economic terms which are substantially similar to the severance entitlements those officers and employees have under their existing employment contracts with Able or its subsidiaries, and (ii) retention agreements which are on terms reasonably satisfactory to Bracknell;

(i) all of the outstanding rights to acquire Able securities, excluding the Bracknell Option (as defined below), shall have been terminated or cancelled;

(j) specified stockholders shall have agreed in writing to accept Bracknell common stock in lieu of any rights they may have had to receive Able common shares on terms reasonably satisfactory to Bracknell;

(k) holders of no more than 5% of the Able common shares outstanding immediately prior to the closing date shall have complied with all requirements for perfecting stockholders' rights of appraisal as set forth under applicable law with respect to such shares;

(l) then outstanding Able Series C Preference Shares issued in settlement of certain litigation shall have been converted into Able common shares;

(m) notwithstanding any of the representations and warranties of Able contained in the Merger Agreement, as a result of Bracknell's due diligence review of (a) each of the documents and materials required to be made available pursuant the Merger Agreement, and (b) any report prepared by Bracknell's environmental consultants, or any other events or circumstances which Bracknell becomes aware of, Bracknell shall not have learned prior to the completion of the Merger any information which, in the reasonable judgement of Bracknell, individually, or in the aggregate, constitutes or would reasonably be expected to constitute an Able material adverse effect or an Able material adverse change;

(n) notwithstanding any of the representations and warranties of Able contained herein, there shall not be, and there shall not have occurred, any circumstance which, in the reasonable judgement of Bracknell, has or have or would reasonably be expected to have, individually or in the aggregate, an Able material adverse effect or an Able material adverse change;

(o) on or prior to the record date for the stockholder meeting to approve the Merger, the WorldCom debt with an aggregate face value of $37,000,000 shall have been converted into Able Series D Shares (see Commitment Agreement summary above);

(p) Bracknell shall have obtained the requisite approval from its stockholders to enter into the Merger Agreement if such approval is required by any regulatory authority or under applicable law;

(q) Able shall have obtained from a qualified financial advisor, a written opinion to the effect that the Exchange Ratio is fair to Able's stockholders from a financial point of view, and Able shall have provided a copy of such opinion to Bracknell;

(r) Bracknell shall have obtained from a qualified financial advisor, to the effect that the Merger consideration to be provided pursuant to the Merger Agreement is fair to Bracknell and its stockholders from a financial point of view.

(s) Bracknell shall have received the necessary consents from its lenders to enter into the transactions contemplated by the Merger Agreement, the Commitment Agreement and the Restated MSA;

(t) no proceeding shall have been commenced by or against Able or an Able significant subsidiary (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization, or compromise of debts or other similar laws; or (iii) seeking appointment of a receiver, trustee, agent or custodian or other similar official for it or for any substantial part of its properties and assets;

(u) Bracknell shall have received opinions of counsel to Able and its subsidiaries, dated the closing date, reasonably satisfactory to Bracknell; and

(v) Bracknell shall have received a copy of the resolutions of the board of directors of Able authorizing the Merger, the issuance of the Bracknell Option (as defined below) and the other transactions contemplated hereby.

Termination

Termination by Bracknell or Able

The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Closing (notwithstanding any approval of this Agreement by the stockholders of Able):

(a) by mutual written consent of Bracknell and Able;

(b) by either Bracknell or Able in writing, if any one or more of the conditions to its obligation to consummate the Merger has not been fulfilled by February 1, 2001;

(c) by either Bracknell or Able, if there shall be any applicable law that makes consummation of the Merger illegal or otherwise prohibited or if any order of a court of competent jurisdiction shall restrain or prohibit the consummation of the Merger, and such order shall become final and nonappealable;

(d) by either Bracknell or Able in writing, if stockholder approval for the Merger shall not have been obtained by February 1, 2001, by reason of the failure to obtain the requisite vote at the stockholder meeting or at any adjournment thereof;

(e) (i) By Bracknell in writing, if (x) there has been a breach by Able of any representation or warranty of Able contained in the Merger Agreement which, in the reasonable judgement of Bracknell, would have or would be reasonably likely to have an Able material adverse effect, or (y) there has been any material breach of any of the covenants or agreements of Able set forth in the Merger Agreement, which breach is not curable or, if curable is not cured within 30 days after written notice of such breach is given by Bracknell to Able; provided that Able shall not have the right to cure any such breach after February 1, 2001; or

(ii) by Able in writing, if (x) there has been a breach by Bracknell of any representation or warranty of Bracknell contained in the Merger Agreement which would have or would be reasonably likely to have a Bracknell material adverse effect, or (y) there has been any material breach of any of the covenants or agreements of Bracknell set forth in the Merger Agreement, which breach is not curable or, if curable, is not cured within 30 days after written notice of such breach is given by Able to Bracknell; provided that Bracknell shall not have the right to cure any such breach after February 1, 2001; or

(f) (i) by Bracknell in writing, if there shall have been after the date hereof (x) a change, even or occurrence on or before the date of such termination which, in the reasonable judgement of Bracknell, would constitute an Able material adverse change, or (y) any change of law on or before the date of such termination shall have occurred which, in the reasonable judgement of Bracknell has or will have an Able material adverse effect, excluding however, any change, condition, event or occurrence which affects the industry of Able generally and also affects Bracknell; or

(ii) by Able in writing, if there shall have been after the date hereof (x) a change, event or occurrence on or before the date of such termination which would constitute a Bracknell material adverse change, or (y) any change of law on or before the date of such termination shall have occurred which, in the reasonable judgement of Able has or will have a Bracknell material adverse effect, excluding however, any change, condition, event or occurrence which affects the industry of Bracknell generally and also affects Able.

Termination by Able

The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Closing by action of the Able board of directors in writing, if (i) Able is not in breach of its obligations listed under "Non-Solicitation" above, (ii) the Merger shall not have been approved by the Able stockholders, (iii) the Able board of directors authorizes Able, subject to complying with the terms of the Merger Agreement, to enter into a binding written agreement concerning a transaction contemplated under "Non-Solicitation" above and Able promptly notifies Bracknell in writing that it intends to enter into such an agreement, attaching the most current version of such agreement to such notice, and (iv) during the three business day period after Able's notice, (A) Able shall have negotiated with, and shall have caused its respective financial and legal advisors to negotiate with, Bracknell to attempt to make such commercially reasonable adjustments in the terms and conditions of the Merger Agreement as would enable Able to proceed with the transactions contemplated hereby, and (B) the Able board of directors shall have concluded after considering the results of such negotiations, that any proposal contemplated under "Non-Solicitation" above giving rise to Able's notice continues to be such proposal. Able may not effect such termination unless contemporaneously therewith Able pays to Bracknell in immediately available funds the amount of U.S.$3 million. Able agrees (x) that it will not enter into a binding agreement referred to in clause (iii) above until at least the day following the third business day after it has provided the notice to Bracknell required thereby, and (y) to notify Bracknell promptly if its intention to enter into a written agreement referred to in its notification shall change at any time after giving such notification.

Termination by Bracknell

The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the closing by Bracknell in writing, if either (i) Able enters into a binding agreement for a proposal as contemplated under "Non-Solicitation", or (ii) the Able board of directors shall have withdrawn or adversely modified its approval or recommendation of the Merger.

Effect of Termination

(a) In the event that (i) a bona fide Acquisition Proposal shall have been made or any person shall have publicly announced an intention (whether or not conditional) to make a bona fide Acquisition Proposal in respect of Able or any of its subsidiaries and thereafter the Merger Agreement is terminated by either Bracknell or Able pursuant to paragraph (d) above or by

Bracknell pursuant to paragraph (e) above as a result of a material breach by Able of any of the covenants set forth under “Non-Solicitation” hereof, or (ii) the Merger Agreement is terminated by Able pursuant to the terms described under “Termination by Able” above, or (iii) this Agreement is terminated by Bracknell pursuant to the terms described under “Termination by Bracknell” above, then on the date of such termination Able shall pay Bracknell a termination fee of U.S.$3,000,000 as liquidated damages in immediately available funds and the Bracknell Option (as described below) shall become exercisable according to its terms. The Bracknell Option means the right of Bracknell to purchase that number of shares of Able common stock equal to 10% of the issued shares of the common stock on a fully diluted basis.

(b) In the event that the Merger Agreement is terminated by Bracknell or Able pursuant to paragraph (d) above or by Bracknell pursuant to paragraph (e) above (other than in certain specified circumstances), then Able shall pay Bracknell a termination fee of U.S.$3,000,000 as liquidated damages in immediately available funds on the date of such termination.

6. Reliance on Section 75(3) of the Ontario Securities Act or Equivalent Provisions

Not applicable.

7. Omitted Information

Not applicable.

8. Senior Officer

For further information please contact John R. Naccarato, Corporate Counsel and Secretary, at (416) 360-4105.

9. Statement of Senior Officer

The foregoing accurately discloses the material changes referred to herein.

DATED at Toronto, Ontario this 5th day of September, 2000.

BRACKNELL CORPORATION

by (signed John R. Naccarato)

Name: John R. Naccarato

Title: Corporate Counsel and Secretary

SCHEDULE A

PRESS RELEASE

For Immediate Release

Source: Bracknell Corporation

Contact: Mr. John R. Naccarato

Corporate Counsel and Secretary

Tel: (416) 360-4105

Fax: (416) 362-3290

Website: www.bracknell.ca

For Immediate Release **TSE: BRK**

Bracknell Announces Major U.S. Acquisition and WorldCom

Strategic Alliance

Accelerates Growth in Expanding Telecom Sector with New Economy Customers Exceeding 50% of Revenues

Third Quarter Results Expected to be on Track

Toronto, Ontario, August 24, 2000… Bracknell Corporation today announced plans to acquire Able Telcom Holding Corp., a NASDAQ listed telecom network services company, in a stock-for-stock transaction. In the latest 12 months, Able Telcom reported revenues of US$440 million.

Under the deal, Bracknell and WorldCom, Inc., a global communications leader, will form a strategic alliance in which Bracknell will perform at least 75% of WorldCom's network build out over the next 6 years. As part of this transaction, WorldCom, an Able Telcom shareholder, will convert its equity holdings in Able Telcom into Bracknell common shares and will become a major Bracknell shareholder with an approximate 14% interest.

Able Telcom is a leader in the turnkey deployment of fiber optic networks and is the sixth ranked U.S. broadband infrastructure services provider. Able's capabilities in telecom networks complements Bracknell's expertise in critical use telecom facilities and in deploying intelligent network infrastructure within buildings. As a result, Bracknell will be the only end-to-end telecommunication services company with the ability to deliver outside plant fiber deployment, inside plant operating centers, in-building wiring, customer connections and turnkey wireless systems.

"Upon completion of the Able Telcom acquisition, Bracknell will have more than 50% of its revenues from the rapidly expanding, higher margin telecom infrastructure sector, up from virtually nothing 12 months ago," said Paul D. Melnuk, President and Chief Executive Officer. "We will also forge a valuable, long-term and preferred supplier relationship with WorldCom, one of the world's largest communication companies," he added.

The acquisition agreement is conditional upon the completion of a number of items including regulatory and shareholder approval, financing and completion of satisfactory due diligence. Bracknell will issue approximately 22 million common shares in the transaction and seek a listing on a United States exchange. The transaction is expected to close by the end of 2000.

Bracknell is scheduled to report results for the third quarter ended July 31 on September 5, 2000. The Company is comfortable with analysts' estimates of third quarter net operating earnings of $0.13 per fully diluted share, which is three times the $0.04 earned in the same period last year.

"Our integration results are well ahead of expectations and we continue to achieve strong operating performance with improving margins," said Rick Green, Bracknell's Chief Operating Officer. "Able has quality operating businesses with good management teams and well developed practices and disciplines that are very consistent with Bracknell's, ensuring a seamless integration when the transaction is completed later this year," he added.

"By leveraging the capabilities, relationships and management depth of Able, Bracknell is in an exceptional position to serve the growing network infrastructure needs of the New Economy," said Mr. Melnuk. "Able Telcom's recent difficulties stem from the Company's transportation division, a select number of unprofitable construction projects and the effect of several lawsuits all of which have been, or will be, resolved to our satisfaction prior to completion of the transaction. This will leave the core business which offers substantial growth potential from its long standing customer relationships, including WorldCom, Enron, Williams and many others," he added.

"This transaction will resolve the issues that have kept us from realizing the full value and potential of our organization," said Billy V. Ray, Jr., Chairman and Chief Executive Officer of Able Telecom. "The combined financial and operational strength of Bracknell and Able give our stockholders and employees the opportunity to realize the potential of the telecom infrastructure services industry," he added.

Since June of 1999, Bracknell has transformed its business, investing US$250 million in strategic acquisitions. Upon completion of the Able Telcom acquisition, Bracknell will have increased operating margins by more than 150% and will have revenues of more than US$1.4 billion, over 50% of which will be derived from customers in telecommunications, technology and other New Economy businesses.

About Able Telcom

Able Telcom Holding Corp. is an international telecommunications systems integrator, project developer and facilities manager of innovative, large scale, facilities-based fiber optic and other communications networks for a range of customers including emerging telecom services providers, entrepreneurial Internet Service Providers and many of the world's largest telecommunications companies.

About Bracknell

Bracknell Corporation is a leading provider of value-added facilities infrastructure services to businesses across North America. Bracknell serves customers in the technology, telecommunication, industrial and commercial market sectors. The company's shares trade on the Toronto Stock Exchange under the symbol BRK and are included in the TSE 300 Composite Index.

This release contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations or beliefs and are subject to a *number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. The forward-looking statements in this release address the following subjects: expected date of closing the merger; future financial and operating results; and timing and benefits of the merger.*

The following factors, among others, could cause actual results to differ materially from those described in the forward-looking statements: the risk that Bracknell's and Able Telcom's businesses will not be integrated successfully; costs related to the merger; failure of the Able Telcom stockholders to approve the merger; inability to obtain, or meet conditions imposed for, governmental approvals for the merger; inability to further identify, develop and achieve commercial success for new services; increased competition and its effects on pricing, spending, third-party relationships, the customer base and revenues; risks of new and changing regulation in the U.S. and internationally.

For a detailed discussion of these and other cautionary statements, please refer to Bracknell's filings with the Ontario Securities Commission, and Able Telcom's filings with the Securities and Exchange Commission, especially in the "Forward-Looking Statements" section of Management's Discussion and Analysis in its Form 10-K for the year ended October 31, 1999.

The Company does not undertake any obligation to release publicly any revisions to such forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

*In connection with the proposed merger, Bracknell will file a registration statement on Form F-4 with the U.S. Securities and Exchange Commission and Able Telcom expects to mail a proxy statement/ prospectus to its shareholders. Investors are encouraged to read the registration statement, because it will contain important information about the merger, Bracknell and Able Telcom. After the registration statement is filed with the SEC, it will be available at no cost, both on the SEC's web site (*http://www.sec.gov/*) and from Bracknell and Able Telcom's corporate secretaries.*

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For further information, please contact

Bracknell Corporation

Investors	Media
Joe Ruffo	Laurie Ludwick
Director, Corporate Development	Advisor
and Investor Relations	Ludwick & Leaist Inc.
Tel: (416) 360-4105	Tel: (416) 363-5200

Fax: (416) 362-3290 Fax: (416) 363-0400

E-mail:http://www.investor-relation@bracknell.ca/

Able Telcom Holdings Corp.

Billy Ray, Jr.	Edwin D. Johnson	James E. Brands
Chief Executive Officer	President	Senior Executive Vice President
Tel: (770) 993-1570	Tel: (954) 838-5020	Tel: (770) 993-1570
Fax: (770) 993-8703	Fax: (888) 351-9588	Fax: (770) 993-8703

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A complete investor package on the Able Telcom acquisition and the Worldcom alliance is available on Bracknell's website at www.bracknellcorp.com