

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **February 8, 2016**

FTE NETWORKS, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation)

000-31355

(Commission File Number)

81-0438093

(I.R.S. Employer
Identification No.)

999 Vanderbilt Beach Rd, Suite 601

Naples, FL

(Address of principal executive offices)

34108

(Zip Code)

877-878-8136

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

(d) On February 8, 2016, the Board of Directors unanimously voted to elect Mr. Brad Mitchell to serve as a director of the Company, effective February 8, 2016.

Mr. Mitchell is entitled to receive the following compensation under the Company's standard compensation for non-employee directors:

- An annual payment of \$10,000 for service on the Board;
- Eligibility to receive grants of stock options, restricted stock units, and other awards under the Company's Long-Term Incentive Plan; and
- Reimbursement of actual expenses related to meeting attendance

Mr. Mitchell entered into the Company's standard agreement for Directors, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On February 8, 2016, the Company issued a press release announcing the election of Mr. Mitchell to serve as a director of the Company. A copy of the press release is attached hereto as Exhibit 99.1 to this report and incorporated herein by reference.

The information contained in this Item 7.01 of this Current Report on Form 8-K is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section. The information in this Item 7.01 shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | Form Appointment of Director Agreement between the Company and Director |
| 99.1 | Press Release of FTE Networks, Inc. dated February 8, 2016 |

SIGNATURES

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

FTE NETWORKS, INC.

By: /s/ Michael Palleschi
Michael Palleschi
Chief Executive Officer

Date: February 8, 2016



Brad Mitchell
101 Colorado St.
Apt. 3007
Austin, TX 78701

Appointment Letter Agreement – FTE Networks, Inc. Board of Directors

Dear Mr. Mitchell:

We are pleased to tell you that the Board of Directors (the "Board") of FTE Networks, Inc. (the "Company") has elected you to serve as a member of the Board commencing from February 8, 2016.

1. Your Duties:

- a) You will be expected to attend (either in person or by teleconference) all regular meetings of the Board, of which we expect to hold approximately four to six per annum, as well as to attend (either in person or by teleconference), if feasible, any special meetings of the Board and to sign all written consents if you deem appropriate. In addition, you will be expected to perform such other duties as are reasonably contemplated by your holding office as a director of the Company or which may reasonably be assigned to you by the Board from time to time, including Committee(s) membership.
- b) As a director you will at all times act as a fiduciary in the service of the best interests of the Company. In addition, you agree to (i) provide all information regarding yourself as the Company requires to satisfy its disclosure obligations under applicable securities laws; and (ii) timely file with the Securities and Exchange Commission all reports and schedules required of you in your personal capacity by virtue of your relationship with the Company (e.g., Forms 3, 4 and 5 as contemplated by Section 16(a) of the Securities Exchange Act of 1934). The Company will provide the necessary forms to you and will assist you to file the required reports and schedules.
- c) As you will appreciate, your time commitment will ultimately be a function of the matters confronting the Company from time to time and matters properly requiring your attention as a director of the Company.
- d) You shall comply with all the fiduciary-duty obligations of a director as imposed by Nevada law. Without limitation, you specifically agree not to, during the time of your service on the Company's Board, serve as a director of or a consultant to any of the companies listed on Exhibit A hereto. Subject to your fiduciary-duty obligations as a director as imposed by Nevada Law, this Letter does not otherwise restrict you from accepting appointment as a director of any other company, providing consulting services, becoming employed by or engaging in any other business or other activity whatsoever.

2. Remuneration:

- a) Annual Options: The Company expects to provide you and other outside directors, for service on the Board, stock in the form of (i) 2,500 shares of Series F Preferred Stock and (ii) an annual grant of 5,000 five-year stock options under the Company's 2016 Stock Plan with an exercise price equal to the mean average of the closing sale prices of Company common stock for the 10 trading days immediately before the date of grant (or, the date-of-grant closing sale price of Company common stock on any national securities exchange on which Company common stock is listed, if it has become so listed), which annual options would vest in one lump amount immediately upon grant, subject to continuation of service. Such stock options shall remain exercisable until the earlier of the scheduled expiration date or 18 months after the cessation of service, whichever is sooner.
- b) Cash: You shall receive an annual cash stipend at a rate of \$10,000, payable on the last day of fiscal quarter 4, for your service on the Board.
- c) Expenses: Subject to you providing the Company with receipts or other evidence of payment, the Company will pay for or reimburse you for all travelling, hotel and other expenses reasonably incurred by you in connection with attending and returning from Board or Committee meetings, or otherwise, in connection with the Company's business. "Reasonable" air travel expenses assume economy class for flights under 4 hours and business class for flights over 4 hours.

3. Termination of Director Status:

- a) Your status as a Director may be terminated at any time by the vote of the stockholders of the Company (including any failure to elect you for an ensuing term at any annual meeting of stockholders) in accordance with the certificate of incorporation and bylaws of the Company. Any such termination will not affect your rights under options that have become vested, subject to the post-service exercisability period.
- b) You acknowledge and agree that if the stockholders of the Company terminate your status as a Director (including any failure to elect you for an ensuing term at any annual meeting of stockholders), you will have no claim of any kind, other than indemnity claims, against the Company by reason of the termination.



c) You are at liberty to resign from the Board at any time by notice in writing to the Company.

4. What happens after termination of Director Status?

a) If your Director status is terminated for any reason or you resign for any reason:

b) The Company may set off any amounts you owe the Company against any amounts the Company owes to you as a Director at the date of termination except for amounts the Company is not entitled by law to set off;

c) You must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, keys and vehicles; and

d) You shall return to the Company all confidential information and documentation (including any copies thereof) regarding the Company and its affiliates (including confidential information of third parties entrusted to the Company) within 5 days following the Company's request to delete or destroy any electronic or written information relating to the Company, as shall be requested by the Company.

5. Confidential Information:

a) You acknowledge and agree that during your service with the Company, you will receive confidential information regarding the Company and its affiliates (including confidential information of third parties entrusted to the Company) and that you will not disclose any such information to any other party nor use for your own benefit or for the benefit or for the benefit of any third person any of the confidential information so obtained at any time during or after the term of your service with the Company without the Company's prior written consent.

b) You recognize and affirm that in the event of your breach of any provision of this Section 5, money damages would be inadequate and the Company and its subsidiaries would have no adequate remedy at law. Accordingly, you agree that in the event of a breach or threatened breach by you of the provisions of this Section 5, the Company, in addition and supplementary to any other rights and remedies existing in its favor, may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

6. Protection:

- a) During the term of your engagement hereunder, the Company will procure and maintain directors' and officers' liability insurance policies with a minimum of \$2,000,000 Aggregate Limit, and to ensure you are included as an insured thereunder.
- b) The Company will enter into a standard and customary Indemnification Agreement with you on terms reasonably acceptable to you which will provide for (i) your indemnification by the Company to the fullest extent permitted by law for all acts and/or omissions directly and/or indirectly related to any services provided by you to the Company and (ii) a continuing obligation for the payment of your expenses in the event any action and/or investigation is commenced regarding any acts/or omissions directly and/or indirectly related to any services provided to you by the Company, including any action and/or investigation that begins after your service as a Director has ended.

7. Miscellaneous:

- a) Alterations: This Letter cannot be amended except in writing signed by each party.
- b) Entire Agreement: This Letter constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- c) Further Action: Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the performance of his/its obligations under this Letter and the transactions contemplated by it.
- d) Waiver: A party does not waive a right, power or remedy (or any other right, power or remedy) if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another of further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- e) Relationship: This Letter does not create a relationship of employment, agency or partnership between parties. Unless the Board adopts a specific resolution so providing, you do not have authority to bind the Company to any contract or commitment; and you agree not to purport to do so.



- f) Governing Law: This Letter shall be governed by and construed in accordance with the laws of Florida (without giving effect to choice of law principles or rules thereof that would cause the application to the laws of any jurisdiction other than Florida).
- g) Severability: Any provision of this Letter which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdictions.
- h) Counterparts: This Letter may be executed in counterparts. All executed counterparts constitute one document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

DIRECTOR

FTE NETWORKS, INC.

By: /s/ Brad Mitchell _____

By: /s/ Michael Palleschi _____

Brad Mitchell
101 Colorado St. Apt. 3007
Austin, TX 78701

Michael Palleschi, CEO
999 Vanderbilt Beach Rd.
Suite 601
Naples, Florida 34108
Date: 02/08/16

Date: 02/08/16

FTE Networks, Inc. Appoints Brad Mitchell to its Board of Directors

NAPLES, FL (February 8, 2016) - FTE Networks, Inc. (OTC Pink: FTNW) ("FTE" or the "Company"), a leading networking infrastructure service solutions provider in the technology and telecommunications vertical, is pleased to announce the appointment of Brad Mitchell to the Company's Board of Directors.

Brad Mitchell (56) currently serves as President of TelePacific Communications - Texas, and is responsible for TelePacific's operations across the state of Texas. Mr. Mitchell brings a unique combination of knowledge and wide-ranging telecommunications industry experience gained in both the venture capital and established industry leader arenas. Mitchell returned to TelePacific after previously serving as Senior Vice President - Field Operations, and was instrumental in creating TelePacific's customer-centric structure by leading the TelePacific's sales operations during TelePacific's early years.

Prior to TelePacific, Mr. Mitchell served as Area Vice President at Sprint PCS, where he launched and operated several markets in the southeast, including New Orleans and Atlanta. More recently, he served as Executive Vice President of Cable & Wireless' International Accounts and also built a highly successful retail franchise operation. Mitchell earned a degree in Business Administration from Oglethorpe University in Atlanta.

On behalf of the entire Board of FTE Networks, Michael Palleschi, FTE Networks Chairman and Chief Executive Officer, proudly welcomes Mr. Brad Mitchell to the Board noting that "the addition of Brad will add significant depth and breadth of proven business experience and leadership to FTE and is a strong complement to our existing Directors. We are thrilled to have Brad join our board."

About FTE Networks, Inc.

FTE Networks, Inc., and its wholly owned subsidiaries, is a leading international networking infrastructure service solutions company. We design, build, and support telecommunications and technology systems and infrastructure services for Fortune 500 companies operating four (4) industry segments: Data Center Infrastructure, Fiber Optics, Wireless Integration, and Surveillance & Security. FTE Networks is headquartered in Naples, Florida, with offices throughout the United States and Europe.

Forward Looking Statements

This release may contain forward-looking statements relating to the business of FTNW. All statements other than historical facts are forward-looking statements, which can be identified by the use of forward-looking terminology such as "believes," "expects" or similar expressions. These statements involve risks and uncertainties that may cause actual results to differ materially from those anticipated, believed, estimated or expected. These risks and uncertainties are described in detail in our filings with the Securities and Exchange Commission. Forward-looking statements are based on FTNW's current expectations and beliefs concerning future developments and their potential effects on FTNW. There is no assurance that future developments affecting FTNW will be those anticipated by FTNW. FTNW undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required under applicable securities laws.

Company Contact Details:

FTE Networks, Inc.
999 Vanderbilt Beach Rd., Suite 601
Naples, FL 23108
(877) 850-4308
Email: ir@fnet.com

Investor Relations Contact:

Porter, LeVay & Rose
Michael Porter or Matthew Abenante
(212) 564-4700
Email: matthew@plinvest.com