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)

April 20, 2017

FTE NETWORKS, INC.
(Exact name of registrant as specified in its charter)

Nevada	**000-31355**	**81-0438093**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

999 Vanderbilt Beach Rd, Suite 601
Naples, FL **34108**
(Address of principal executive offices) (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))

Introductory Note

On April 20, 2017 (the "Closing Date"), FTE Networks, Inc. ("FTE Networks") acquired all of the issued and outstanding shares of common stock (the "Benchmark Shares") of Benchmark Builders, Inc., a privately held New York corporation ("Benchmark") from each of its stockholders (collectively, the "Sellers"), pursuant to the Stock Purchase Agreement, dated as of March 9, 2017, by and among FTE Networks, Benchmark, and the Sellers (the "Purchase Agreement"), as amended by Amendment No. 1 to Stock Purchase Agreement, dated as of the Closing Date (the "Purchase Agreement Amendment" and together with the Purchase Agreement, the "Amended Purchase Agreement").

The Purchase Agreement Amendment has been included as an exhibit to this Current Report on Form 8-K to provide investors and security holders with information regarding its terms. It is not intended to provide any other financial information about the parties thereto or their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Amended Purchase Agreement are made only for purposes of that agreement and as of specific dates; are solely for the benefit of the parties thereto; may be subject to limitations agreed upon by such parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties thereto instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the parties to the Amended Purchase Agreement or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the dates of the Amended Purchase Agreement, which subsequent information may or may not be fully reflected in public disclosures by the parties thereto.

Item 1.01 Entry into a Material Definitive Agreement.

Purchase Agreement Amendment

Changes to the Purchase Price

On the Closing Date and in conjunction with the completion of the acquisition of the Benchmark Shares, FTE Networks, Benchmark, and the Sellers, entered into the Purchase Agreement Amendment in order to address certain changes in the purchase price as set forth in the Purchase Agreement. As described in FTE Networks' Current Report on Form 8-K filed with filed with the Securities and Exchange Commission (the "SEC") on March 9, 2017, the Purchase Agreement provided that the consideration to the Sellers for the Benchmark Shares would consist of (i) $55,000,000 in cash consideration, (ii) an aggregate of 17,825,350 shares of the Company's common stock, and (iii) promissory notes in the aggregate amount of $10,000,000 to the Sellers. The Purchase Agreement Amendment has, inter alia, modified the purchase price set forth in the Purchase Agreement to consist of (i) cash consideration of approximately $17,250,000, subject to certain prospective working capital adjustments (the "Cash Consideration"), (ii) 26,738,445 shares of FTE Networks' common stock (the "FTE Shares"), (iii) convertible promissory notes in the aggregate principal amount of $12,500,000 to certain stockholders of Benchmark (the "Series A Notes"), (iv) promissory notes in the aggregate principal amount of $30,000,000 to certain stockholders of Benchmark (the "Series B Notes") and (v) promissory notes in the aggregate principal amount of $7,500,000 to certain stockholders of Benchmark (the "Series C Notes" and together with the Series A Notes and the Series B Notes, the "Notes") in the Amended Purchase Agreement.

Benchmark Stockholders' Representation on the FTE Networks Board of Directors

Pursuant to the Amended Purchase Agreement, FTE Networks is required to take certain steps to appoint or use its reasonable best efforts to ensure that Fred Sacramone, a stockholder of Benchmark, is elected to FTE Networks' board of directors (the "Board") following its 2017 annual meeting. FTE Networks is also required to allow Brian McMahon, a stockholder of Benchmark, or his designee to act as an observer to the Board until the satisfaction of the Series B Note he holds.

The foregoing description of the Purchase Agreement Amendment and the Amended Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Stock Purchase Agreement, which was filed as Exhibit 10.1 to FTE Networks' Current Report on Form 8-K on March 9, 2017, and is incorporated by reference herein, and the Purchase Agreement Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Registration Rights Agreement

On the Closing Date, FTE Networks and the Sellers entered into a Registration Rights Agreement (the "Registration Rights Agreement"). Pursuant to the terms of the Registration Rights Agreement, FTE Networks is required to file a registration statement on Form S-1 with the SEC for the FTE Shares on or before the later of (i) 90 calendar days following the Closing Date or (ii) 45 calendar days following the completion of FTE Networks' 2016 fiscal year end audits and use commercially reasonable efforts to cause such registration statement to become effective within 120 days of its filing. FTE Networks is also obligated upon the demand of any holder of 30% or more of the FTE shares then outstanding, to register such FTE Shares not already registered under an effective registration statement, on Form S-3, subject to certain conditions including FTE Networks becoming eligible to use Form S-3.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Credit Facility

Pursuant to the Amended Purchase Agreement and concurrent with the signing of the Purchase Agreement Amendment on the Closing date, FTE Networks entered into Amendment No 3 (the "Credit Agreement Amendment") to that certain existing credit agreement, by and among with Jus-Com, Inc., an Indiana corporation and subsidiary of FTE Networks, certain Credit Parties (as defined therein), Lateral Juscom Feeder LLC ("Lateral") and the several lenders party thereto dated October 28, 2015 (together with the Credit Agreement Amendment, the "Amended Credit Agreement") to provide $11,000,000 in additional term loans (together with all other term loans made under the Amended Credit Agreement the "Term Loans") as financing for the cash consideration paid to the Sellers. The Term Loans mature on March 31, 2019 and bear an interest rate of 16% per annum (unless after April 28, 2017 FTE Networks has not received cash proceeds of 5,000,000 or more from an equity issuance after the Closing Date, during which time the interest rate shall be 19%). The Amended Credit Agreement provides, inter alia, that the Term Loans will be secured by all of the assets of FTE Networks and its subsidiaries and, subject to certain conditions, senior to its existing debt including the Notes. The Amended Credit Agreement also provides that Lateral receive shares of FTE Networks' common stock representing 10% of the outstanding common stock (and securities convertible into common stock) on a fully diluted basis as of the Closing Date, including all issuances under the Amended Purchase Agreement (the "Credit Agreement Shares").

The foregoing description of the Amended Credit Agreement does not purport to be complete and is qualified in its entirety by reference to (i) the Credit Agreement, which was filed as Exhibit 10.1 to FTE Networks' Current Report on Form 8-K on November 3, 2015, and is incorporated by reference herein, (ii) the Credit Agreement Amendment which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference and (iii) FTE Networks' Current Reports on Form 8-K filed with the SEC on November 3, 2015, November 17, 2015 and December 4, 2015.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On the Closing Date, FTE Networks acquired from the Sellers all of the issued and outstanding shares of Benchmark for the purchase price as set forth in Item 1.01 of this Current Report on Form 8-K and hereby incorporated by reference into this Item 2.01, pursuant to the Amended Purchase Agreement (the "Transaction"). As a result, Benchmark is now a wholly owned subsidiary of FTE Networks.

The foregoing description of the Transaction does not purport to be complete and is qualified in its entirety by reference to FTE Networks' Current Report on Form 8-K filed with the SEC on March 9, 2017 and the exhibits thereto and Item 1.01 of this Current Report on Form 8-K and the exhibits hereto.

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

The disclosure provided under the heading "Credit Facilities" in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

On or about the Closing Date, pursuant to the Amended Purchase Agreement, FTE Networks delivered the FTE Shares to the Sellers, together with the Cash Consideration and the Notes as consideration for the Benchmark Shares. Also, on or about the Closing Date, pursuant to the Amended Credit Agreement, FTE Networks delivered Credit Agreement Shares to Lateral. The issuance of the FTE Shares by FTE Networks to Benchmark and the issuance of the Credit Agreement Shares to Lateral were both made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, as the offer and sale of the FTE Shares and the Credit Agreement Shares does not involve a public offering of FTE Networks common stock or preferred stock. FTE Networks has determined that the Sellers and Lateral are "accredited investors" within the meaning of Rule 501(a) under the Securities Act. The certificate or book-entry designations representing the FTE Shares and the Credit Agreement Shares will bear appropriate legends to the effect that such securities have not been registered under the Securities Act or the securities laws of any state and may not be sold or transferred in the absence of an effective registration statement under the Securities Act and applicable state securities laws or an exemption from registration thereunder. In addition, the FTE Shares are subject to Registration Rights Agreement and will be registered thereunder according to its terms.

The foregoing description of the unregistered sales of equity securities does not purport to be complete and is qualified in its entirety by reference to Item 1.01 of this Current Report on Form 8-K and the exhibits hereto.

Item 8.01 Other Events.

On April 25, 2017, FTE Networks issued a press release announcing the closing of its acquisition of Benchmark. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) *Financial Statements of Business Acquired*. The financial statements of Benchmark required by Rule 3-05 of Regulation S-X in connection with the Transaction will be filed by amendment to this Current Report on Form 8-K.

(b) *Pro Forma Financial Information*. The pro forma financial information required by Article 11 of Regulation S-X in connection with the Transaction will be filed by amendment to this Current Report on Form 8-K.

(d) *Exhibits.*

Exhibit No.	Description
10.1	Amendment No. 1 to Stock Purchase Agreement, dated April 20, 2017, by and among FTE Networks, Benchmark and the Sellers
10.2	Registration Rights Agreement, dated April 20, 2017, by and among FTE Networks and the Sellers
10.3	Amendment No 3 to Credit Agreement, dated April 20, 2017, by and among FTE Networks, Jus-Com, Inc., the Credit Parties thereto, Lateral and the lenders party thereto
99.1	Press Release dated April 25, 2017.

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/ David Lethem*
David Lethem
Chief Financial Officer

Date: April 25, 2017

EXHIBIT INDEX

Exhibit No.	Description
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10.2	Registration Rights Agreement, dated April 20, 2017, by and among FTE Networks and the Sellers
10.3	Amendment No 3 to Credit Agreement, dated April 20, 2017, by and among FTE Networks, Jus-Com, Inc., the Credit Parties thereto, Lateral and the lenders party thereto
99.1	Press Release dated April 25, 2017.

AMENDMENT NO. 1
TO
STOCK PURCHASE AGREEMENT

This Amendment No. 1 to Stock Purchase Agreement (this "Amendment"), dated as of April 20, 2017 (the "Amendment Effective Date"), is entered into by and among (i) FTE Networks, Inc., a Nevada corporation (the "Buyer"); (ii) Benchmark Builders, Inc., a New York corporation (the "Company"); and (iii) Brian McMahon ("McMahon"), Fred Sacramone ("Sacramone"), William Reynolds, Irena Spyt, Blaine Henn and Richard Prevost (the "Sellers" and collectively with the Company and the Buyer, the "Parties" and each, a "Party").

RECITALS

WHEREAS, the Parties entered into that certain Stock Purchase Agreement, dated as of March 9, 2017 (the "Purchase Agreement"), pursuant to which the Buyer shall acquire all (100%) of the issued and outstanding capital stock of the Company; and

WHEREAS, the Parties now desire to amend the Purchase Agreement, as provided in this Amendment, to address certain changes in the composition of the Purchase Price set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. Capitalized Terms. Except as expressly provided herein, all capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

2 . Amendments to Section 2.2(a). The Parties desire to remove the Estimated Working Capital adjustment to the Cash Consideration paid at the Closing. As such, Section 2.2(a) of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **(a) pay by wire transfer of immediately available funds to the accounts designated in writing by the Sellers, in the individual amounts set forth on Schedule 2.2(a), an aggregate amount equal to the Cash Consideration.**

3. Amendments to Section 10.22 and Schedule 2.2(a). The Parties desire to change the portion of the Purchase Price that shall be paid by the Buyer in cash to decrease the amount of Cash Consideration from $55,000,000 to $17,250,000. As such, Section 10.22 of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **10.22 Cash Consideration. The Term "Cash Consideration" shall mean Seventeen Million Two Hundred Fifty Thousand Dollars ($17,250,000).**

Further, in connection with the foregoing, Schedule 2.2(a) of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

Cash Consideration

SELLER	AMOUNT
Brian McMahon	**$ 0**
Fred Sacramone	**$ 0**
William Reynolds	**$ 9,750,000**
Irena Spyt	**$ 2,500,000**
Blaine Henn	**$ 2,500,000**
Richard Prevost	**$ 2,500,000**
TOTAL	**$ 17,250,000**

4. Amendments to Section 2.2(b) and Schedule 2.2(b). The Parties desire to change the amount of shares of Buyer Common Stock that will issued to McMahon and Sacramone at the Closing which shall constitute the Buyer Shares from 17,825,350 shares to 26,738,445 shares. As such, Section 2.2(b) of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **(b) issue and deliver to McMahon and Sacramone, in the individual amounts set forth on Schedule 2.2(b) an aggregate of 26,738,445 shares of the Buyer's common stock, par value $0.001 per share ("Buyer Common Stock"), which may be represented by one or more certificates or may be uncertificated, at the Buyer's election (such shares to be issued, the "Buyer Shares"); and**

Further, in connection with the foregoing, Schedule 2.2(b) of the Purchase Agreement that sets forth the amount of Buyer Shares delivered to the Sellers is hereby amended to read in its entirety as follows:

Shares to be Issued

SELLER	NUMBER OF SHARES
Brian McMahon	**17,825,630**
Fred Sacramone	**8,912,815**
William Reynolds	**0**
Irena Spyt	**0**
Blaine Henn	**0**
Richard Prevost	**0**
TOTAL	**26,738,445**

5. Amendments to Section 2.2(c) and Schedule 2.2(c). The Parties desire to change the portion of the Purchase Price that shall be satisfied by the Buyer's issuance of promissory notes to (a) increase the face value of the promissory notes issued and (b) to issued two different forms of promissory notes in connection therewith. As such, Section 2.2(c) of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **(c) (i) issue to McMahon and Sacramone promissory notes substantially in the form attached hereto as Exhibit A in the aggregate principal amount of Twelve Million Five Hundred Thousand Dollars ($12,500,000) (each, a "Series A Note"), and (ii) issue to McMahon and Sacramone promissory notes substantially in the form attached hereto as Exhibit J in the aggregate principal amount of Thirty Million Dollars ($30,000,000) (each, a "Series B Note", and collectively with the Series A Notes the "Notes" and, all Notes collectively with the Buyer Shares, the "Buyer Securities"), in each case in such individual amounts set forth on Schedule 2.2(c).**

Further, in connection with the foregoing, Schedule 2.2(c) of the Purchase Agreement that sets forth the Notes to be delivered to the Sellers is hereby amended to read in its entirety as follows:

Notes to be Issued

Series A Notes

SELLER	PRINCIPAL AMOUNT
Brian McMahon	$ 8,333,333.33
Fred Sacramone	$ 4,166,666.67
William Reynolds	$ 0.00
Irena Spyt	$ 0.00
Blaine Henn	$ 0.00
Richard Prevost	$ 0.00
TOTAL	$ 12,500,000.00

Series B Notes

SELLER	PRINCIPAL AMOUNT
Brian McMahon	$ 20,000,000
Fred Sacramone	$ 10,000,000
William Reynolds	$ 0
Irena Spyt	$ 0
Blaine Henn	$ 0
Richard Prevost	$ 0
TOTAL	$ 30,000,000

6. Amendments to Section 2.2(d). The Parties desire to change the manner by which the Cash Consideration is adjusted following the determination of the Final Working Capital to provide that such adjustment shall be based on the difference between the Final Working Capital and $2,000,000. As such, Section 2.2(d) of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **(d) (i) If the Working Capital set forth on the Final Closing Statement (the "Final Working Capital") is less than $2,000,000, then the Cash Consideration will be adjusted downward by the amount of the difference between $2,000,000 and the Final Working Capital and the Sellers will promptly pay to the Company an amount equal to such difference pro rata in accordance with the percentages set forth on Schedule 2.3(d), an aggregate amount equal to such difference.**
>
> **(ii) If the Final Working Capital is greater than $2,000,000, then the Cash Consideration will be adjusted upward by the difference between the Final Working Capital and $2,000,000 and the Buyer will promptly pay to the Sellers, pro rata in accordance with the percentages set forth on Schedule 2.3(d), an aggregate amount equal to such difference.**

7. Amendments to Article 6. In connection with the amendments being made to the Purchase Agreement pursuant to this Amendment, the Parties desire to amend Section 6.1 of to the Purchase Agreement to add an additional condition to the obligations of the Sellers to carry out the transactions contemplated by the Purchase Agreement. As such, Section 6.1 of the Purchase Agreement is hereby amended by the insertion of an additional subparagraph (u) at the end of Section 6.1:

> **(u) The Buyer shall have borrowed an aggregate of $7.5 million from McMahon and Sacramone and delivered to McMahon and Sacramone promissory notes in the form of Exhibit K-1 hereto (the "Series C Note") in the aggregate principal amount of $7.5 million.**

8. In connection with the amendments being made to the Purchase Agreement pursuant to this Amendment, the Parties desire to amend Section 6.2 to the Purchase Agreement to add an additional condition to the obligations of the Buyer to carry out the transactions contemplated by the Purchase Agreement. As such, Section 6.2 of the Purchase Agreement is hereby amended to by the insertion of the additional subparagraph (z) at the end of Section 6.2:

> **(z) If requested by Buyer at least five (5) Business Days prior to the Closing Date, McMahon and Sacramone shall have made a loan to the Buyer in the aggregate amount of $7.5 million on the terms set forth in the Series C Note.**

9. Amendment to Section 7.5(c). In connection with the additional Notes being issued under the Purchase Agreement pursuant to this Amendment, the Parties desire to clarify which Note is referenced in such Section 7.5(c). As such, Section 7.5(c) of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **(c) If, at any time prior to the maturity date of the Series B Note(s), Sacramone is unwilling or unable to serve as a nominee or director of the Buyer, as the case may be, the Sellers and the nominating committee of the Buyer's Board of Directors will agree on a replacement nominee or director, as the case may be, that is selected by the Sellers and reasonably acceptable to the nominating committee of the Buyer's Board of Directors.**

10. Amendment to Section 7.6. In connection with the additional Notes being issued under the Purchase Agreement pursuant to this Amendment, the Parties desire to amend and restate the last sentence in Section 7.6 to clarify which Note is referenced in such sentence. As such, the last sentence in Section 7.6 of the Purchase Agreement is hereby amended and shall read in its entirety as follows:

> **The rights granted to McMahon under this Section 7.6 shall be effective no later than ten (10) Business Days following the Closing Date and shall continue until the payment in full of his Series B Note.**

11. Amendment to Article 10. In connection with amendments being made to the Purchase Agreement pursuant to this Amendment, the Parties desire to amend Article 10 of the Purchase Agreement to amend the definition of the term "Note" and to add certain defined terms. As such, Article 10 of the Purchase Agreement is hereby amended by amending Section 10.80 of the Purchase Agreement to read in its entirely as follows:

> **10.80 "Notes." The term "Notes" shall have the meaning set forth in Section 2.2(c).**

Article 10 of the Purchase Agreement is also hereby amended by the insertion of the following defined terms at the end of Article 10:

10.120 Series A Note. The term "Series A Note" shall have the meaning set forth in Section 2.2(c).

10.121 Series B Note. The term "Series B Note" shall have the meaning set forth in Section 2.2(c).

10.122 Series C Note. The term "Series C Note" shall have the meaning set forth in Section 6.1(u).

12. Amendments to List of Exhibits and attended Exhibits. In connection with amendments being made to the Purchase Agreement pursuant to this Amendment, the Parties desire to amend the "List of Exhibits" set forth on page vii of the Purchase Agreement to add certain new Exhibits regarding the Notes. As such, the "Exhibit List" is hereby amended to read in its entirety:

LIST OF EXHIBITS

Further, in connection with the foregoing, the Exhibits attached to the Purchase Agreement are hereby amended to (i) replace the form of note attached to Exhibit A with the form of Series A Note attached to this Amendment as Attachment 1, (ii) add the form of note attached to this Amendment as Attachment 2 as Exhibit J of the Purchase Agreement, and (iii) add the form of note attached to this Amendment as Attachment 3 as Exhibit K of the Purchase Agreement:

13. Conforming Changes. All provisions in the Purchase Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this Amendment shall be and hereby are changed to conform to this Amendment.

14. Full Force and Effect. The remainder of the Purchase Agreement is not amended by this Amendment and shall remain in full force and effect, except as otherwise set forth in this Amendment. The parties hereby ratify and confirm the terms and conditions of the Purchase Agreement, as supplemented and amended by this Amendment.

15. Recitals. The Recitals above are true and correct and are hereby incorporated by reference.

16. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and will be effective when counterparts have been signed by the Buyer, the Sellers and the Company and delivered to the Buyer, the Sellers and the Company. A manual signature on this Amendment, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Amendment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Amendment.

*** Signature Page Follows ***

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed on its behalf as of the Amendment Effective Date.

THE BUYER:

FTE NETWORKS, INC.

By: _____
Name: Michael Palleschi
Title: Chief Executive Officer

THE COMPANY:

BENCHMARK BUILDERS, INC.

By: _____
Name:
Title:

THE SELLERS:

By: _____
Name: Brian McMahon

By: _____
Name: Fred Sacramone

By: _____
Name: William Reynolds

By: _____
Name: Irena Spyt

By: _____
Name: Blaine Henn

By: _____
Name: Richard Prevost

ATTACHMENT 1

ATTACHMENT 1 - SERIES A NOTE/EXHIBIT A

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 20, 2017 AMONG (INTER ALIOS) BRIAN MCMAHON, A NATURAL PERSON, AS AN INITIAL SUBORDINATED CREDITOR, FRED SACRAMONE, A NATURAL PERSON, AS AN INITIAL SUBORDINATED CREDITOR, THE OBLIGOR, AND LATERAL JUSCOM FEEDER LLC, AS ADMINISTRATIVE AGENT (THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE OBLIGOR AND ITS SUBSIDIARIES, PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 28, 2015 AMONG THE OBLIGOR, ITS SUBSIDIARIES PARTY THERETO, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO (THE "SENIOR CREDIT AGREEMENT") AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH SENIOR CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

CONVERTIBLE PROMISSORY NOTE

$[_____] April __, 2017

The undersigned, FTE Networks, Inc., a Nevada corporation (the "Obligor"), hereby promises to pay to [_____], (the "Holder"), with an address at [_____], subject to the terms and conditions set forth herein and in the manner and at the place hereafter set forth, the principal sum of [_____] Dollars ($[_____] USD) (the "Principal Amount"), which such amount shall be paid in accordance herewith, together with interest accrued thereon, computed at the rate of five percent (5%) per annum on the outstanding, unpaid Principal Amount hereof, from April 20, 2017 (the "Effective Date") until the date such outstanding Principal Amount has been paid in full, or converted in accordance with the provisions of this Convertible Promissory Note (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, this "Note"). The Obligor and the Holder are sometimes hereinafter collectively called the "Parties" and each individually called a "Party". The "Obligations" include the outstanding Principal Amount, together with any accrued and unpaid interest thereon and all fees, costs and expenses owed to the Holder under this Note, whether incurred before or after the commencement of a proceeding under the U.S. Bankruptcy Code.

This Note is being issued pursuant to that certain Stock Purchase Agreement dated as of March 9, 2017, and amended as of April 20, 2017, by and between the Obligor, Benchmark Builders, Inc., a New York corporation ("BBI"), and the stockholders of BBI, including the Holder (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which the Obligor acquired one hundred percent (100%) of the issued and outstanding capital stock of BBI. This Note is one of the "Series A Notes" referred to in the Purchase Agreement. Except as defined or unless otherwise indicated herein, capitalized terms used in this Note have the same meanings set forth in the Purchase Agreement.

Repayment. The Obligor shall pay the Principal Amount in one (1) installment of Four Million One Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars ($4,166,666.67 USD) on the earliest to occur (the "Maturity Date") of (a) April 20, 2019, (b) the acceleration of the maturity of this Note by the Holder upon the occurrence of an Event of Default (as defined below), and (c) a Sale of Obligor (as defined below). Interest accrued on the Principal Amount shall be compounded quarterly, on the last day of each March, June, September, and December, occurring during the term of this Note (each, an "Interest Payment Date"), with all accrued and then unpaid interest due and payable on the Maturity Date. If the date on which any payment is due hereunder falls on a day other than a Business Day, the payment thereof shall be extended to the next Business Day. For the purposes of this Note, "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or required by applicable law to be closed.

Interest. Interest shall be computed on the unpaid Principal Amount hereunder on the basis of a year composed of three hundred sixty-five (365) days, but shall accrue and be payable for the actual number of days during which the Principal Amount is outstanding and shall be compounded quarterly by capitalizing such interest quarterly. Accrued but unpaid interest shall be payable in accordance with Paragraph 1.

Location of Payment. The payments due under this Note shall be paid in lawful money of the United States of America in immediately available funds and delivered to the Holder by wire transfer to an account of the Holder designated in writing by the Holder for such purpose or, if no such account is so designated by the Holder, then by check to the Holder at the address set forth above.

Prepayment. If permitted by the Subordination Agreement or otherwise with the prior written consent of the Senior Agent, the Obligor shall have the right to prepay all or any part of the balance of the Obligations, without penalty or premium, provided that any such prepayment of the Obligations shall be applied first, to fees, expenses and other amounts due under this Note (excluding principal and interest), if any, second, to accrued and unpaid interest on the Principal Amount to the date of such prepayment, and third, to the Principal Amount.

Conversion. This Note shall be convertible into Conversion Shares, at the Holder's option, upon an Event of Default, and subject to the Obligor's Offset Rights (as defined below), as set forth herein and on the terms and conditions set forth in this Paragraph 5.

Conversion Amount. Subject to the provisions of Paragraph 5 at any time, the Holder shall be entitled to convert all or any portion of the Conversion Amount (as defined below) into fully paid and non-assessable Conversion Shares in accordance with this Paragraph 5. The number of Conversion Shares issuable upon conversion of any Conversion Amount pursuant to this Paragraph 5 shall be determined by dividing (x) the then unpaid Principal Amount, and accrued interest thereon, of the outstanding indebtedness by (y) the Conversion Price Per Share as in effect on the date the notice of conversion is given. The Obligor shall not issue any fraction of a Conversion Share upon any such conversion. If the issuance would result in the issuance of a fraction of a Conversion Share, the Obligor shall round such fraction of a Conversion Share up to the nearest whole share. The Obligor shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Conversion Shares upon conversion of any Conversion Amount.

Reservation. The Obligor will at all times reserve and keep available out of its authorized but unissued shares of Buyer Common Stock, solely for the purpose of effecting the conversion of this Note into Conversion Shares, such number of shares of its duly authorized shares of Buyer Common Stock as will from time to time be sufficient to effect the conversion of this Note into Conversion Shares in full. If at any time the number of authorized but unissued shares of Buyer Common Stock is not sufficient to effect the conversion of this Note into Conversion Shares, the Obligor will take such action as may, in the reasonable opinion of its counsel, be necessary to increase its authorized but unissued shares of Buyer Common Stock to such number as is sufficient for such purpose, including engaging in commercially reasonable efforts to obtain the requisite stockholder approval of any necessary amendment to its certificate of incorporation. The Obligor further agrees that all shares of Buyer Common Stock that may be issued upon the conversion of the rights represented by this Note will be duly authorized and will be validly issued, fully paid and non-assessable, free from all taxes, Liens (other than Liens created by the Holder), charges and preemptive rights with respect to the issuance thereof, other than restrictions imposed by federal and state securities laws.

Mechanics of Conversion; Delivery of Shares. To convert any Conversion Amount into Conversion Shares pursuant to the terms of this Paragraph 5, the Holder shall (A) transmit by electronic mail or facsimile (or otherwise deliver), for receipt on or prior to 11:59 p.m., Eastern Standard time, a notice of conversion in the form attached hereto as Exhibit A (the "Conversion Notice") to the Obligor and (B) surrender this Note to the Obligor via a nationally recognized overnight delivery service for delivery (or an indemnification undertaking reasonably satisfactory to the Obligor with respect to this Note in the case of its loss, theft or destruction). On or before the third (3rd) Business Day following the date of receipt of a Conversion Notice (the "Share Delivery Date"), the Obligor shall (X) if legends are not required to be placed on certificates of Conversion Shares and provided that the Obligor's transfer agent (the "Transfer Agent") is participating in the Depository Trust Company's ("DTC") Fast Automated Securities Transfer Program, credit such aggregate number of Conversion Shares to which the Holder shall be entitled to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled. If less than all of the outstanding Principal Amount and accrued and unpaid interest of this Note is converted pursuant to Subparagraph 5(a), then the Obligor shall as soon as practicable and in no event later than ten (10) Business Days after receipt of this Note, issue and deliver to the Holder a new Note representing the outstanding Principal Amount and accrued and unpaid interest not converted.

Offset; Dispute. The Parties acknowledge that in connection with the Purchase Agreement, the Obligor has the ability to offset and satisfy in lieu of making any payments hereunder, any Damages incurred by the Obligor for which the Company and/or the Sellers under the Purchase Agreement must provide indemnification, particularly, without limitation, under Section 7.3, Article 8 and Section 9.1 thereof ("Offset Rights"); provided, however, that the Obligor shall not be entitled to reduce the Conversion Amount or the number of Conversion Shares to be issued at any time following receipt of a Conversion Notice by offset unless the Obligor shall have delivered to the Holder a notice of indemnification claim in accordance with the provisions of Section 9.1(j) of the Purchase Agreement prior to receipt by the Obligor of a Conversion Notice.

Adjustment. The number of Conversion Shares issuable upon conversion of this Note or any portion thereof (or any shares of stock or other securities or property at the time receivable or issuable upon conversion of this Note or any portion thereof) and the Conversion Price Per Share therefor are subject to adjustment upon the occurrence of any of the following events between the Effective Date and the date that all Obligations hereunder are repaid or this Note is converted in full into Conversion Shares:

Adjustment for Stock Splits, Stock Dividends, Recapitalizations, etc. The Conversion Price Per Share of this Note will be proportionally adjusted to reflect any stock dividend, stock split, reverse stock split, reclassification, recapitalization or other similar event affecting the number of outstanding Conversion Shares.

Adjustment for Reorganization, Consolidation, Merger. In case of any reorganization, reclassification or similar event involving the Obligor (or of any other corporation the stock or other securities of which are at the time receivable on the conversion of this Note) after the Effective Date, or in case, after such date, the Obligor (or any such corporation) shall consolidate with or merge with another entity, then, and in each such case, the Holder, upon the conversion of this Note at any time after the consummation of such reorganization, consolidation or merger, will be entitled to receive, in lieu of the stock or other securities and property receivable upon the conversion of this Note prior to such consummation, the stock or other securities or property to which the Holder would have been entitled upon the consummation of such reorganization, consolidation or merger if the Holder had converted this Note immediately prior thereto, subject to further adjustment as provided in this Note, and, in such case, appropriate adjustment (as determined in good faith by the board of directors of the Obligor, including Sacramone) will be made in the application of the provisions in this Subparagraph 5(e) with respect to the rights and interests thereafter of the Holder, to the end that the provisions set forth in this Subparagraph 5(e) will thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of this Note. The successor or purchasing corporation in any such reorganization, consolidation or merger will duly execute and deliver to the Holder a supplement hereto reasonably acceptable to the Holder acknowledging such entity's obligations under this Note and, in each such case, the terms of this Note will be applicable to the shares of stock or other securities or property receivable upon the conversion of this Note after the consummation of such reorganization, consolidation or merger.

Conversion of Stock. In case all the authorized Buyer Common Stock is converted, pursuant to the certificate of incorporation, into other securities or property, or the Buyer Common Stock otherwise ceases to exist, then, in such case, the Holder, upon conversion of this Note at any time after the date on which the Buyer Common Stock is so converted or ceases to exist (the "Termination Date"), will receive, in lieu of the number of Conversion Shares that would have been issuable upon such exercise immediately prior to the Termination Date (the "Former Number of Conversion Shares"), the stock and other securities and property which the Holder would have been entitled to receive upon the Termination Date if the Holder had converted this Note with respect to the Former Number of Conversion Shares immediately prior to the Termination Date (all subject to further adjustment as provided in this Note).

Certificate of Adjustments. The Obligor will, at its expense, cause an authorized officer promptly to prepare a written certificate showing each adjustment or readjustment of the Conversion Price Per Share or the number of Conversion Shares or other securities issuable upon conversion of this Note and cause such certificate to be delivered to the Holder in accordance with the provisions of Paragraph 13. The certificate will describe the adjustment or readjustment and include a description in reasonable detail of the facts on which the adjustment or readjustment is based.

Events of Default. For purposes of this Note, each of the following shall constitute an "Event of Default" hereunder:

the failure of the Obligor to make any payment when due of the outstanding, unpaid principal amount on this Note, or of any amount due under Section 2.2 of the Purchase Agreement, whether at maturity, upon acceleration or otherwise;

the failure of the Obligor to make any payment of interest on this Note, or any other amounts due under this Note (other than principal) when due, whether on an Interest Payment Date, at maturity, upon acceleration or otherwise, or the failure of the Obligor to perform or comply with any other duty or obligation of the Obligor under this Note, and such failure continues for more than thirty (30) days after delivery by the Holder of written notice thereof; provided, however, that any failure to make any such foregoing payment due to the Obligor's exercise of its Offset Rights shall not constitute Events of Default;

[reserved];

there shall have occurred an acceleration of the stated maturity of any other indebtedness for borrowed money of the Obligor and/or its subsidiaries of $5,000,000 or more in aggregate principal amount, other than any acceleration resulting from the sale or other disposition of assets that were financed with the proceeds of such Indebtedness, so long as such Indebtedness is repaid with the proceeds of such sale or other disposition;

if the Obligor shall admit in writing that it has become insolvent or cannot pay its debts generally as they become due;

if the Obligor files a petition to take advantage of any bankruptcy or insolvency law;

an order, judgment or decree is entered adjudicating the Obligor or any subsidiary thereof as bankrupt or insolvent; or any order for relief with respect to the Obligor or any subsidiary thereof is entered under the Federal Bankruptcy Code or any other bankruptcy or insolvency law; or the Obligor or any subsidiary thereof petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Obligor or any subsidiary thereof or of any substantial part of the assets of the Obligor or any subsidiary thereof, or commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Obligor or any subsidiary thereof and either (i) the Obligor or such subsidiary by any act indicates its approval thereof, consents thereto or acquiescence therein or (ii) such petition application or proceeding is not dismissed within sixty (60) days;

if any general assignment for the benefit of the Obligor's creditors shall be made;

there shall have occurred and be continuing any default or material breach by the Obligor or its Subsidiaries under this Note, any of the Ancillary Agreements or the Purchase Agreement (collectively, the " Transaction Documents"), which default or breach remains uncured for a period of thirty (30) days following the Obligor's receipt of an initial written notice from Holder to Obligor of the occurrence or existence of such default or breach;

one or more final non-monetary judgments, orders or decrees shall be rendered against the Obligor which have, either individually or in the aggregate, a material adverse effect upon the Obligor, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment, order, or decree, by reason of a pending appeal or otherwise, shall not be in effect;

a final, non-appealable judgment which, in the aggregate with other outstanding final judgments against the Obligor and its subsidiaries, exceeds $5,000,000 (exclusive of amounts reasonably anticipated to be covered by insurance) shall be rendered against the Obligor or any subsidiary thereof and within sixty (60) days after entry thereof, such judgment is not discharged or execution thereof stayed pending appeal, or within sixty (60) days after the expiration of such stay, such judgment is not discharged, or the initiation of any action, suit, proceeding or investigation that questions the validity of this Note or any of the other Transaction Documents or the right of the Obligor to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby; or

any provision of this Note or any of the other Transaction Documents shall for any reason not be now or cease to be in the future, valid, binding and enforceable in accordance with its terms, and any of such conditions remains uncured for a period of fifteen (15) days following the Obligor's receipt of an initial written notice from Holder to Obligor of the occurrence or existence of such condition.

For so long as any Obligation under this Note remains outstanding (other than inchoate indemnity obligations), and in addition to any obligations on and covenants of the Obligor made pursuant to the Transaction Documents, the Obligor covenants and agrees with the Holder that, unless otherwise approved by the Holder in its sole discretion, the Obligor will and will cause each of its subsidiaries to, at all times promptly notify the Holder in writing of (i) the occurrence of an Event of Default, (ii) the occurrence of any event or condition which, with the giving of notice or the lapse of time (or both) would constitute an Event of Default and (iii) the occurrence of any Senior Default event of default under any documentation governing indebtedness.

Consequences of the Occurrence of an Event of Default.

If an Event of Default set forth in Subparagraph 6(a) through 6(d), and 6(i) through 6(l) has occurred and is continuing, which Event of Default remains uncured for a period of ten (10) days following the date of such Event of Default (unless a different cure period is specified therein) regardless of notice to the Obligor (unless otherwise specified therein), the Holder may, subject to the terms and conditions of this Note and the Subordination Agreement, declare all or any portion of the outstanding, unpaid Principal Amount, accrued interest, and other amounts owing under this Note, due and payable and demand immediate payment thereof, by cash or Buyer Common Stock at the election of the Holder, and, under such circumstances, if the Holder demands immediate payment thereof, the Obligor shall immediately pay to the Holder the such amounts requested to be paid. Upon the occurrence of any Event of Default as defined under Subparagraph 6(e) through 6(h), the outstanding, unpaid Principal Amount, accrued interest, and other amounts owing under this Note shall automatically become immediately due and payable in full, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Obligor.

Notwithstanding and without limiting Paragraph 7(a), upon the occurrence and during the continuance of any Event of Default but otherwise subject to the Subordination Agreement, the Holder may pursue any available remedy, whether at law or in equity, including, without limitation, exercising its rights under any of the other Transaction Documents.

Outstanding and unpaid Principal Amount and, to the extent permitted by applicable law, overdue interest and fees or any other amounts payable under this Note shall bear interest from and including the due date thereof until paid at a rate per annum equal to fifteen percent (15%) or the highest interest rate permitted by applicable law, whichever is lower (the "Default Rate"). Upon the occurrence and during the continuance of an Event of Default, the outstanding and unpaid Principal Amount shall bear interest at the Default Rate until such time as the Event of Default has been cured or waived.

The Obligor shall pay to the Holder the reasonable attorneys' fees and disbursements and all other reasonable out-of-pocket costs incurred by the Holder in order to collect amounts due and owing under this Note or otherwise to enforce the Holder's rights and remedies hereunder.

Tax Treatment. The Holder and the Obligor agree to treat this Note and the Obligations evidenced hereby as indebtedness for federal, state, local and foreign tax purposes.

No Impairment. The Obligor will not by amendment of its certificate of incorporation or bylaws, or through reorganization, consolidation, merger, dissolution, issue or sale of securities, sale of assets or any other voluntary action, willfully avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder under this Note against wrongful impairment.

Governing Law and Venue. This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Section 9.5 of the Purchase Agreement is applicable to any proceeding in respect of this Note.

Amendments; Waiver. All amendments to this Note must be in writing and signed by the Holder and the Obligor. No delay or omission on the part of the Holder in exercising any right of the Holder hereunder shall operate as a waiver of such right or of any other right of the Holder under this Note. No waiver of any right of the Holder contained in this Note shall be effective unless in writing and signed by the Holder, nor shall a waiver on one occasion be construed as a waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Holder of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. The Obligor waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

Assignment. The rights and obligations of Obligor and Holder shall be binding upon and benefit the successors and permitted assigns and transferees of Obligor and Holder; provided, that Obligor shall not be permitted to assign this Note or its rights or obligations hereunder without the prior written consent of the Holder in each instance, in the Holder's sole and absolute discretion, and provided, further, that (1) in no event shall Holder sell, exchange, assign, pledge, hypothecate, transfer or otherwise dispose (each, a "Transfer") of this Note or any interest of Holder therein without Obligor's prior written consent, in its sole and absolute discretion, and (2) any Transfer by Holder of this Note shall be subject to the terms of the Subordination Agreement. In the event of any permitted Transfer hereunder, (i) the Holder agrees to pay for all costs associated with documenting, implementing or otherwise accommodating such Transfer, including without limitation, any cost incurred in connection with the issuance of a replacement note as required under Subparagraph 15(c), (ii) each prospective Holder shall be, and shall provide a representation that it is, entering into such Transfer for its own account and not with a view to, or for sale in connection with, any subsequent distribution), and (iii) each prospective Holder shall become a party to this Note (or any replacement note). Any Transfer by the Holder or assignment by the Obligor made other than in strict accordance with this Paragraph 12 shall be null and void. Any permitted transferee of the Holder's rights and obligations under this Note in accordance with this Paragraph 12 shall be deemed to be the "Holder" for purposes of this Note.

Notice. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) two (2) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) upon receipt after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth above, or to the Obligor in accordance with Section 9.4 of the Purchase Agreement, or to such address as may be subsequently provided by a Party by written notice to the other Party given in accordance with this Paragraph 13.

Certain Definitions.

"Conversion Amount" means the then outstanding Principal Amount and accrued interest of this Note (subject to the Obligor's Offset Rights set forth in Section 5(d)) to be converted or otherwise with respect to which this determination is being made.

"Conversion Price Per Share" means $0.475 (subject to adjustment as provided herein).

"Conversion Shares" means the shares of Buyer Common Stock and other securities and property at any time receivable or issuable upon conversion of this Note in accordance with its terms. The number and character of Conversion Shares are subject to adjustment as provided herein.

"Sale of Obligor" means (i) the acquisition of the Obligor by another Person or group of related Persons by means of any transaction or series of related transactions (including any acquisition of Obligor securities or derivative securities, reorganization, merger or consolidation, but excluding (x) any issuance and sale by the Obligor, in one transaction or a series of related transactions, of Obligor securities or derivative securities having less than a majority of the total voting power represented by the outstanding voting securities of the Obligor or (y) any issuance and sale by the Obligor of obligor securities or derivative securities for capital raising purposes, provided that in connection with either clause (x) or (y) above no proceeds are distributed to security holders of the Obligor or are used to repurchase or redeem any securities of the Obligor in connection with such transaction or within 12 months thereafter) after the consummation of which the holders of the voting securities of the Obligor outstanding immediately prior to such transaction or series of related transactions own, directly or indirectly, less than a majority of the total voting power represented by the outstanding voting securities of the Obligor or such other surviving or resulting entity (or if the Obligor or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent) immediately after such transaction or series of related transactions; (ii) a sale, lease or other disposition of all or more than 50% of the assets of the Obligor and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Obligor; or (iii) any bankruptcy, liquidation, dissolution or winding up of the Obligor whether voluntary or involuntary.

Miscellaneous.

With regard to all dates and time periods set forth or referred to in this Note, time is of the essence. Unless specified otherwise, any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days (and not Business Days), provided, however, that if the last day for taking such action falls on a weekend or a holiday in New York, New York, the period during which such action may be taken shall be automatically extended to the next Business Day.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Holder in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Holder of any right or remedy preclude any other right or remedy.

The Obligor or the Holder (i) may, but shall not be obligated to, request in writing the issuance of a replacement note to evidence any increases or decreases in the balance of the Principal Amount pursuant to Paragraphs 1 and 4, (ii) shall request in writing the issuance of a replacement note to evidence any permitted assignment pursuant to Paragraph 12, and (iii) shall request in writing the issuance of a replacement note to evidence the mutilation, destruction, loss or theft of this Note (or any replacement note) and the ownership thereof, in each case, such replacement note being identical in form and substance in all respects to this Note (other than to reflect such changes as set forth in this Subparagraph 15(c)). Upon any such request or requirement, the Obligor shall issue such replacement notes and the Holder(s) of this Note or such replacement notes shall return such notes to be replaced to the Obligor, in each case marked "cancelled", or deliver to the Obligor a lost note indemnity form in substance satisfactory to the Obligor and, with respect to any replaced notes, such notes shall thereafter be deemed no longer unpaid and/or outstanding hereunder.

After the Principal Amount and all interest due thereon, and any other amounts at any time owed on this Note has been paid in full (or deemed paid in full), this Note shall be surrendered to the Obligor for cancellation and shall not be reissued.

Notwithstanding any business or personal relationship between the Obligor and the Holder, or any officer, director, member, manager or employee of the Holder, that may exist or have existed, the relationship between the Obligor and the Holder under and with respect to this Note is solely that of debtor and creditor, the Holder has no fiduciary or other special relationship with the Obligor by virtue of this Note, the Obligor and the Holder are not partners or joint venturers, and no term or condition of any of this Note will be construed so as to deem the relationship between the Obligor and the Holder to be other than that of debtor and creditor.

Paragraph headings are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Obligor has caused this Note to be executed as of the Effective Date.

"OBLIGOR":

FTE NETWORKS, INC.

By: _____
Name: Michael Palleschi
Its: Chief Executive Officer

[Signature Page to CONVERTIBLE PROMISSORY NOTE]

NOTICE OF CONVERSION

(To be executed by the Holder in order to Convert the Note)

TO:

Reference is hereby made to that certain Convertible Promissory Note, dated April 20, 2017, made by FTE Networks, Inc. in favor of [_____] (the "Note"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note

The undersigned hereby irrevocably elects to convert $_____of the Conversion Amount of the Note into Conversion Shares according to the conditions stated therein, as of the Conversion Date written below.

Conversion Date: _____

Conversion Amount to be converted: $_____

Number of Conversion Shares to be issued: _____

Amount of Note Unconverted: **$**

Please issue the Conversion Shares in the following name and to the following address:

Issue to: _____
_____
_____
_____

Authorized Signature: _____

Name: _____

Title: _____

Broker DTC Participant Code:

Account Number:

ATTACHMENT 2 - SERIES B NOTE/EXHIBIT J

ATTACHMENT 2

ATTACHMENT 2 - SERIES B NOTE/EXHIBIT J

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 20, 2017 AMONG (INTER ALIOS) BRIAN MCMAHON, A NATURAL PERSON, AS AN INITIAL SUBORDINATED CREDITOR, FRED SACRAMONE, A NATURAL PERSON, AS AN INITIAL SUBORDINATED CREDITOR, THE OBLIGOR, AND LATERAL JUSCOM FEEDER LLC, AS ADMINISTRATIVE AGENT (THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE OBLIGOR AND ITS SUBSIDIARIES, PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 28, 2015 AMONG THE OBLIGOR, ITS SUBSIDIARIES PARTY THERETO, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO (THE "SENIOR CREDIT AGREEMENT") AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH SENIOR CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SERIES B PROMISSORY NOTE

$[_____] April __, 2017

The undersigned, FTE Networks, Inc., a Nevada corporation (the "Obligor"), hereby promises to pay to [_____], (the "Holder"), with an address at [_____], subject to the terms and conditions set forth herein and in the manner and at the place hereafter set forth, the principal sum of [_____] Dollars ($[_____] USD) (the "Principal Amount"), which such amount shall be paid in accordance herewith, together with interest accrued thereon, computed at the rate of three percent (3%) per annum on the outstanding, unpaid Principal Amount hereof, from April 20, 2017 (the "Effective Date") until the date such outstanding Principal Amount has been paid in full in accordance with the provisions of this Series B Promissory Note (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, this "Note"). The Obligor and the Holder are sometimes hereinafter collectively called the "Parties" and each individually called a "Party". The "Obligations" include the outstanding Principal Amount, together with any accrued and unpaid interest thereon and all fees, costs and expenses owed to the Holder under this Note, whether incurred before or after the commencement of a proceeding under the U.S. Bankruptcy Code.

This Note is being issued pursuant to that certain Stock Purchase Agreement dated as of March 9, 2017, and amended as of April 20, 2017, by and between the Obligor, Benchmark Builders, Inc., a New York corporation ("BBI"), and the stockholders of BBI, including the Holder (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which the Obligor acquired one hundred percent (100%) of the issued and outstanding capital stock of BBI. This Note is one of the "Series B Notes" referred to in the Purchase Agreement. Except as defined or unless otherwise indicated herein, capitalized terms used in this Note have the same meanings set forth in the Purchase Agreement.

Mandatory Payments.

Payments. Following satisfaction in full of all obligations under the Series C Notes and subject to the satisfaction of the conditions set forth in the Subordination Agreement, the Obligor shall be entitled to make, and the Holder shall be entitled to accept, Permitted Subordinated Debt Payments (as defined in the Subordination Agreement). Simultaneously with the delivery to the Senior Agent, and in any event within twenty-five (25) days of the end of each fiscal month, the Obligor shall deliver to the Holder a certificate executed by the Chief Financial Officer of the Obligor setting forth calculations of the Monthly Excess Cash Flow (as defined in the Subordination Agreement) and the Monthly Excess Cash Flow Amount (as defined in the Subordination Agreement) for such fiscal month (the "Monthly Statements").

Maturity Date; Acceleration. In addition to the Obligor's payments made pursuant to Paragraph 1(a), so long as no Senior Default (as defined in the Subordination Agreement) has occurred and is continuing or would result therefrom, the Obligor shall pay in full the Principal Amount of and any accrued and unpaid interest on the Series B Notes on the earliest to occur (the "Maturity Date") of (a) April 20, 2020, (b) the acceleration of the maturity of this Note by the Holder upon the occurrence of an Event of Default, and (c) a Sale of Obligor (as defined below).

Interest. Subject to Paragraph 8(c), commencing on and including the Effective Date, this Note will bear interest at a per annum rate equal to three percent (3%) with respect to the unpaid Principal Amount of this Note, payable in arrears on each March 31, June 30, September 30 and December 31 commencing on June 30, 2017 by capitalizing such interest and adding it to the Principal Amount on such date, based on the actual days outstanding and 365 day year. Accrued but unpaid interest shall be paid in cash in accordance with Paragraph 1.

Location of Payment. The payments due under this Note shall be paid in lawful money of the United States of America in immediately available funds and delivered to the Holder by wire transfer to an account of the Holder designated in writing by the Holder for such purpose or, if no such account is so designated by the Holder, then by check to the Holder at the address set forth above. If the date on which any payment is due hereunder falls on a day other than a Business Day, the payment thereof shall be extended to the next Business Day. For the purposes of this Note, "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or required by applicable law to be closed.

Prepayment. If permitted by the Subordination Agreement or otherwise with the prior written consent of the Senior Agent, the Obligor shall have the right to prepay all or any part of the balance of the Obligations, without penalty or premium. Any such prepayment of the Obligations, and any amounts paid in respect of this Note pursuant to Paragraph 1 hereof, shall be applied first, to fees, expenses and other amounts due under this Note (excluding principal and interest), if any, second, to accrued and unpaid interest on the Principal Amount to the date of such prepayment, and third, to the Principal Amount.

Subordination. The indebtedness of the Obligor evidenced by this Note, including the principal and interest on this Note, shall be subordinate and junior in right of payment to the prior payment in full of all existing claims of the holders of the Series C Notes. In the event of liquidation of the Obligor, holders of Series C Notes shall be entitled to be paid in full with such interest as may be provided by law before any payment shall be made on account of principal of or interest on this Note. Additionally, in the event of any insolvency, dissolution, assignment for the benefit of creditors or any liquidation or winding up of or relating to the Obligor, whether voluntary or involuntary, holders of Series C Notes shall be entitled to be paid in full before any payment shall be made on account of the principal of or interest on the Series B Notes, including this Note. If there shall have occurred and be continuing (i) a default in any payment with respect to any Series C Note or (ii) an event of default with respect to any Series C Note as a result of which the maturity thereof is accelerated, unless and until such payment default or event of default shall have been cured or waived or shall have ceased to exist, no payments shall be made by the Company with respect to the Series B Notes.

Priority. Payment of this Note shall be made pari passu with payment of interest and principal on all other Series B Notes.

Events of Default. For purposes of this Note, each of the following shall constitute an "Event of Default" hereunder:

the failure of the Obligor to make any payment when due of the outstanding, unpaid principal amount on this Note, or of any amount due under Section 2.2 of the Purchase Agreement, whether at maturity, upon acceleration or otherwise;

the failure of the Obligor to make any payment of interest on this Note, or any other amounts due under this Note (other than principal) when due, whether on a date specified in Paragraph 1, at maturity, upon acceleration or otherwise, or the failure of the Obligor to perform or comply with any other duty or obligation of the Obligor under this Note, and such failure continues for more than thirty (30) days after delivery by the Holder of written notice thereof; provided, however, that any failure to make any such foregoing payment due to the Obligor's exercise of its Offset Rights shall not constitute Events of Default;

the failure of the Obligor to deliver any Monthly Statements;

there shall have occurred an acceleration of the stated maturity of any Indebtedness of the Obligor and/or its subsidiaries of $5,000,000 or more in aggregate principal amount, other than any acceleration resulting from the sale or other disposition of assets that were financed with the proceeds of such Indebtedness, so long as such Indebtedness is repaid with the proceeds of such sale or other disposition;

if the Obligor shall admit in writing that it has become insolvent or cannot pay its debts generally as they become due;

if the Obligor files a petition to take advantage of any bankruptcy or insolvency law;

an order, judgment or decree is entered adjudicating the Obligor or any subsidiary thereof as bankrupt or insolvent; or any order for relief with respect to the Obligor or any subsidiary thereof is entered under the Federal Bankruptcy Code or any other bankruptcy or insolvency law; or the Obligor or any subsidiary thereof petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Obligor or any subsidiary thereof or of any substantial part of the assets of the Obligor or any subsidiary thereof, or commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Obligor or any subsidiary thereof and either (i) the Obligor or such subsidiary by any act indicates its approval thereof, consents thereto or acquiescence therein or (ii) such petition application or proceeding is not dismissed within sixty (60) days;

if any general assignment for the benefit of the Obligor's creditors shall be made;

there shall have occurred and be continuing any default or material breach by the Obligor or its subsidiaries under this Note, any of the Ancillary Agreements or the Purchase Agreement (collectively, the " Transaction Documents"), which default or breach remains uncured for a period of thirty (30) days following the Obligor's receipt of an initial written notice from the Holder to the Obligor of the occurrence or existence of such default or breach;

one or more final non-monetary judgments, orders or decrees shall be rendered against the Obligor which have, either individually or in the aggregate, a material adverse effect upon the Obligor, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment, order, or decree, by reason of a pending appeal or otherwise, shall not be in effect;

a final, non-appealable judgment which, in the aggregate with other outstanding final judgments against the Obligor and its subsidiaries, exceeds $5,000,000 (exclusive of amounts reasonably anticipated to be covered by insurance) shall be rendered against the Obligor or any subsidiary thereof and within sixty (60) days after entry thereof, such judgment is not discharged or execution thereof stayed pending appeal, or within sixty (60) days after the expiration of such stay, such judgment is not discharged, or the initiation of any action, suit, proceeding or investigation that questions the validity of this Note or any of the other Transaction Documents or the right of the Obligor to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby; or

any provision of this Note or any of the other Transaction Documents shall for any reason not be now or cease to be in the future, valid, binding and enforceable in accordance with its terms, and any of such conditions remains uncured for a period of fifteen (15) days following the Obligor's receipt of an initial written notice from Holder to Obligor of the occurrence or existence of such condition.

For so long as any Obligation under this Note remains outstanding (other than inchoate indemnity obligations), and in addition to any obligations on and covenants of the Obligor made pursuant to the Transaction Documents, the Obligor covenants and agrees with the Holder that, unless otherwise approved by the Holder in its sole discretion, the Obligor will and will cause each of its subsidiaries to, at all times promptly notify the Holder in writing of (i) the occurrence of an Event of Default, (ii) the occurrence of any event or condition which, with the giving of notice or the lapse of time (or both) would constitute an Event of Default and (iii) the occurrence of any Senior Default or other event of default under any documentation governing Indebtedness.

Consequences of the Occurrence of an Event of Default.

If an Event of Default set forth in Subparagraph 7(a) through 7(d), and 7(i) through 7(l) has occurred and is continuing, which Event of Default remains uncured for a period of ten (10) days following the date of such Event of Default (unless a different cure period is specified therein) regardless of notice to the Obligor (unless otherwise specified therein), the Holder may, subject to the terms and conditions of this Note and the Subordination Agreement, declare all or any portion of the outstanding, unpaid Principal Amount, accrued interest, and other amounts owing under this Note, due and payable and demand immediate payment thereof, by cash or Buyer Common Stock at the election of the Holder, and, under such circumstances, if the Holder demands immediate payment thereof, the Obligor shall immediately pay to the Holder the such amounts requested to be paid. Upon the occurrence of any Event of Default as defined under Subparagraph 7(e) through 7(h), the outstanding, unpaid Principal Amount, accrued interest, and other amounts owing under this Note shall automatically become immediately due and payable in full, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Obligor.

Notwithstanding and without limiting Paragraph 8(a), upon the occurrence and during the continuance of any Event of Default, but otherwise subject to the Subordination Agreement, the Holder may pursue any available remedy, whether at law or in equity, including, without limitation, exercising its rights under any of the other Transaction Documents.

Outstanding and unpaid Principal Amount and, to the extent permitted by applicable law, overdue interest and fees or any other amounts payable under this Note shall bear interest from and including the due date thereof until paid at a rate per annum equal to fifteen percent (15%) or the highest interest rate permitted by applicable law, whichever is lower (the "Default Rate"). Upon the occurrence and during the continuance of an Event of Default, the outstanding and unpaid Principal Amount shall bear interest at the Default Rate until such time as the Event of Default has been cured or waived.

The Obligor shall pay to the Holder the reasonable attorneys' fees and disbursements and all other reasonable out-of-pocket costs incurred by the Holder in order to collect amounts due and owing under this Note or otherwise to enforce the Holder's rights and remedies hereunder.

Tax Treatment. The Holder and the Obligor agree to treat this Note and the Obligations evidenced hereby as indebtedness for federal, state, local and foreign tax purposes.

No Impairment. The Obligor will not by amendment of its certificate of incorporation or bylaws, or through reorganization, consolidation, merger, dissolution, issue or sale of securities, sale of assets or any other voluntary action, willfully avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder under this Note against wrongful impairment.

Governing Law and Venue. This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Section 9.5 of the Purchase Agreement is applicable to any proceeding in respect of this Note.

Amendments; Waiver. All amendments to this Note must be in writing and signed by the Holder and the Obligor. No delay or omission on the part of the Holder in exercising any right of the Holder hereunder shall operate as a waiver of such right or of any other right of the Holder under this Note. No waiver of any right of the Holder contained in this Note shall be effective unless in writing and signed by the Holder, nor shall a waiver on one occasion be construed as a waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Holder of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. The Obligor waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

Assignment. The rights and obligations of Obligor and Holder shall be binding upon and benefit the successors and permitted assigns and transferees of Obligor and Holder; provided, that Obligor shall not be permitted to assign this Note or its rights or obligations hereunder without the prior written consent of the Holder in each instance, in the Holder's sole and absolute discretion, and provided, further, that (1) in no event shall Holder sell, exchange, assign, pledge, hypothecate, transfer or otherwise dispose (each, a "Transfer") of this Note or any interest of Holder therein without Obligor's prior written consent, in its sole and absolute discretion, and (2) any Transfer by Holder of this Note shall be subject to the terms of the Subordination Agreement. In the event of any permitted Transfer hereunder, (i) the Holder agrees to pay for all costs associated with documenting, implementing or otherwise accommodating such Transfer, including without limitation, any cost incurred in connection with the issuance of a replacement note as required under Subparagraph 16(c), (ii) each prospective Holder shall be, and shall provide a representation that it is, entering into such Transfer for its own account and not with a view to, or for sale in connection with, any subsequent distribution), and (iii) each prospective Holder shall become a party to this Note (or any replacement note). Any Transfer by the Holder or assignment by the Obligor made other than in strict accordance with this Paragraph 13 shall be null and void. Any permitted transferee of the Holder's rights and obligations under this Note in accordance with this Paragraph 13 shall be deemed to be the "Holder" for purposes of this Note.

Notice. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) two (2) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) upon receipt after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth above, or to the Obligor in accordance with Section 9.4 of the Purchase Agreement, or to such address as may be subsequently provided by a Party by written notice to the other Party given in accordance with this Paragraph 14.

Certain Definitions.

"Capital Stock" means any and all shares, interests, participations, units or other equivalents (however designated) of capital stock of a corporation, membership interests in a limited liability company, partnership interests of a limited partnership, any and all equivalent ownership interests in a Person and any and all warrants, rights or options to purchase any of the foregoing.

"Disqualified Capital Stock" shall mean any Capital Stock that, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payment of dividends in cash or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock; provided, that if such Capital Stock is issued pursuant to a plan for the benefit of employees or consultants of the Obligor or its subsidiaries or by any such plan to such employees or consultants, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Obligor or its subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all indebtedness of such Person for borrowed money and all indebtedness of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person; (c) all obligations of such Person to pay the deferred purchase price of property or services other than trade accounts payable in the ordinary course of business; (d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (e) the capitalized amount of any lease of such Person that would appear as a liability on a balance sheet of such Person prepared as of such date in accordance with GAAP; (f) all obligations of such Person in respect of Disqualified Capital Stock; and (g) any contingent liability of such Person or other obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether directly or indirectly.

"Sale of Obligor" means (i) the acquisition of the Obligor by another Person or group of related Persons by means of any transaction or series of related transactions (including any acquisition of Obligor securities or derivative securities, reorganization, merger or consolidation; (ii) a sale, lease or other disposition of all or more than 50% of the assets of the Obligor and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Obligor; or (iii) any bankruptcy, liquidation, dissolution or winding up of the Obligor whether voluntary or involuntary.

Miscellaneous.

With regard to all dates and time periods set forth or referred to in this Note, time is of the essence. Unless specified otherwise, any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days (and not Business Days), provided, however, that if the last day for taking such action falls on a weekend or a holiday in New York, New York, the period during which such action may be taken shall be automatically extended to the next Business Day.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Holder in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Holder of any right or remedy preclude any other right or remedy.

The Obligor or the Holder (i) may, but shall not be obligated to, request in writing the issuance of a replacement note to evidence any increases or decreases in the balance of the Principal Amount pursuant to Paragraphs 1 and 4, (ii) shall request in writing the issuance of a replacement note to evidence any permitted assignment pursuant to Paragraph 13, and (iii) shall request in writing the issuance of a replacement note to evidence the mutilation, destruction, loss or theft of this Note (or any replacement note) and the ownership thereof, in each case, such replacement note being identical in form and substance in all respects to this Note (other than to reflect such changes as set forth in this Subparagraph 16(c)). Upon any such request or requirement, the Obligor shall issue such replacement notes and the Holder(s) of this Note or such replacement notes shall return such notes to be replaced to the Obligor, in each case marked “cancelled”, or deliver to the Obligor a lost note indemnity form in substance satisfactory to the Obligor and, with respect to any replaced notes, such notes shall thereafter be deemed no longer unpaid and/or outstanding hereunder.

After the Principal Amount and all interest due thereon, and any other amounts at any time owed on this Note has been paid in full (or deemed paid in full), this Note shall be surrendered to the Obligor for cancellation and shall not be reissued.

Notwithstanding any business or personal relationship between the Obligor and the Holder, or any officer, director, member, manager or employee of the Holder, that may exist or have existed, the relationship between the Obligor and the Holder under and with respect to this Note is solely that of debtor and creditor, the Holder has no fiduciary or other special relationship with the Obligor by virtue of this Note, the Obligor and the Holder are not partners or joint venturers, and no term or condition of any of this Note will be construed so as to deem the relationship between the Obligor and the Holder to be other than that of debtor and creditor.

Paragraph headings are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Obligor has caused this Note to be executed as of the Effective Date.

"OBLIGOR":

FTE NETWORKS, INC.

By: _____
Name: Michael Palleschi
Its: Chief Executive Officer

SERIES C PROMISSORY NOTE

$[_____] April , 2017

The undersigned, FTE Networks, Inc., a Nevada corporation (the "Obligor"), hereby promises to pay to [_____], (the "Holder"), with an address at [_____], subject to the terms and conditions set forth herein and in the manner and at the place hereafter set forth, the principal sum of [_____] Dollars ($[_____] USD) (the "Principal Amount"), which such amount shall be paid in accordance herewith, together with interest accrued thereon, computed at the rate of three percent (3%) per annum on the outstanding, unpaid Principal Amount hereof, from April 20, 2017 (the "Effective Date") until the date such outstanding Principal Amount has been paid in full in accordance with the provisions of this Series C Promissory Note (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, this "Note"). The Obligor and the Holder are sometimes hereinafter collectively called the "Parties" and each individually called a "Party". The "Obligations" include the outstanding Principal Amount, together with any accrued and unpaid interest thereon and all fees, costs and expenses owed to the Holder under this Note, whether incurred before or after the commencement of a proceeding under the U.S. Bankruptcy Code.

This Note is being issued pursuant to that certain Stock Purchase Agreement dated as of March 9, 2017, and amended as of April 20, 2017, by and between the Obligor, Benchmark Builders, Inc., a New York corporation ("BBI"), and the stockholders of BBI, including the Holder (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which the Obligor acquired one hundred percent (100%) of the issued and outstanding capital stock of BBI. This Note is one of the "Series C Notes" referred to in the Purchase Agreement. Except as defined or unless otherwise indicated herein, capitalized terms used in this Note have the same meanings set forth in the Purchase Agreement. For purposes of this Note, the following terms have the following meanings:

"Monthly Excess Cash Flow" shall mean, for each fiscal month of the Obligor, without duplication, the result of (a) the net income of the Obligor for such month, plus (b) the sum of (i) depreciation for such month, and (ii) amortization for such month, minus (c) the sum of (i) tax obligations (including a reserve for estimated tax liabilities), capital expenditures and other investments made during such month, (ii) payments made on account of the Senior Debt Documents and equipment financings during such month, and (iii) the amount (to the extent a positive number) by which accounts payable exceeds billed and unbilled accounts receivable as of the end of such month, in each case, determined on a consolidated basis in accordance with generally accepted accounting principles.

"Monthly Excess Cash Flow Amount" shall mean, for any fiscal month of the Obligor, an amount equal to 80% of Monthly Excess Cash Flow for such month.

"Senior Debt Documents" shall mean, collectively, the Credit Agreement dated as of October 28, 2015 (as the same may be amended, restated, supplemented, modified, replace or refinanced from time to time) among (inter alios) the Obligor and Lateral Juscom Feeder LLC, as administrative agent (the "Senior Agent"), including all notes, guaranties, security documents and other agreements and documents entered into in connection with the foregoing or any replacement or refinancing thereof.

Mandatory Payments.

The Obligor shall repay the principal balance of this Note, as follows:

twice per fiscal month (plus such additional payments as the Senior Agent may approve from time to time) provided that immediately after giving effect to any such payment, BBI has unrestricted cash and cash equivalents of not less than $4,000,000, in an amount not to exceed a ratable portion (together with all other Series C Notes) of the Monthly Excess Cash Flow Amount for the fiscal month most recently ended prior to the repayment date for which financial statements, and supporting calculations supporting the calculation of the Monthly Excess Cash Flow Amount, have been delivered to and approved by the Senior Agent; and

within five (5) business days of the receipt thereof, in an amount not to exceed a ratable portion (together with all other Series C Notes) of 80% of the identifiable net cash proceeds of an offering of equity securities of the Obligor or any subsidiary thereof (and (I) if such proceeds represent proceeds from an offering of convertible debt securities, the issuance of such convertible debt securities is permitted in accordance with the Senior Debt Documents as in effect from time to time and (II) in the case of any offering of equity securities by a subsidiary of the Obligor solely to the extent representing net cash proceeds received from a Person other than the Obligor or another subsidiary of the Obligor).

In addition to the Obligor's payments made pursuant to Paragraph 1(a), the Obligor shall pay in full the Principal Amount of and any accrued and unpaid interest on the Series C Notes on the earliest to occur (the "Maturity Date") of (a) October 20, 2018, (b) the acceleration of the maturity of this Note by the Holder upon the occurrence of an Event of Default, and (c) a Sale of Obligor (as defined below).

Simultaneously with the delivery to the Senior Agent, and in any event within twenty-five (25) days of the end of each fiscal month, the Obligor shall deliver to the Holder a certificate executed by the Chief Financial Officer of the Obligor setting forth calculations of the Monthly Excess Cash Flow and the Monthly Excess Cash Flow Amount for such fiscal month (the "Monthly Statements").

Interest. Subject to Paragraph 7(c), commencing on and including the Effective Date, this Note will bear interest at a per annum rate equal to three percent (3%) with respect to the unpaid Principal Amount of this Note, payable in arrears on each March 31, June 30, September 30 and December 31 by capitalizing such interest and adding it to the Principal Amount on such date, quarterly based on the actual days outstanding and 365 day year. Accrued but unpaid interest shall be paid in cash in accordance with Paragraph 1.

Location of Payment. The payments due under this Note shall be paid in lawful money of the United States of America in immediately available funds and delivered to the Holder by wire transfer to an account of the Holder designated in writing by the Holder for such purpose or, if no such account is so designated by the Holder, then by check to the Holder at the address set forth above. If the date on which any payment is due hereunder falls on a day other than a Business Day, the payment thereof shall be extended to the next Business Day. For the purposes of this Note, "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or required by applicable law to be closed.

Prepayment. The Obligor shall have the right to prepay all or any part of the balance of the Obligations, without penalty or premium. Any such prepayment of the Obligations, and any amounts paid in respect of this Note pursuant to Paragraph 1 hereof, shall be applied first, to fees, expenses and other amounts due under this Note (excluding principal and interest), if any, second, to accrued and unpaid interest on the Principal Amount to the date of such prepayment, and third, to the Principal Amount.

Priority. Payment of this Note shall be made pari passu with payment of interest and principal on all Series C Notes, and the Obligor shall make all payments on the Series C Notes and shall satisfy the Obligations hereunder and thereunder in full prior to making any payments with respect to any Series A Note or any Series B Note.

Events of Default. For purposes of this Note, each of the following shall constitute an "Event of Default" hereunder:

the failure of the Obligor to make any payment when due of the outstanding, unpaid principal amount on this Note, or of any amount due under Section 2.2 of the Purchase Agreement, whether at maturity, upon acceleration or otherwise;

the failure of the Obligor to make any payment of interest on this Note, or any other amounts due under this Note (other than principal) when due, whether on a date specified in Paragraph 1, at maturity, upon acceleration or otherwise, or the failure of the Obligor to perform or comply with any other duty or obligation of the Obligor under this Note, and such failure continues for more than thirty (30) days after delivery by the Holder of written notice thereof; provided, however, that any failure to make any such foregoing payment due to the Obligor's exercise of its Offset Rights shall not constitute Events of Default;

the failure of the Obligor to deliver any Monthly Statements;

there shall have occurred an acceleration of the stated maturity of any Indebtedness of the Obligor and/or its subsidiaries of $5,000,000 or more in aggregate principal amount, other than any acceleration resulting from the sale or other disposition of assets that were financed with the proceeds of such Indebtedness, so long as such Indebtedness is repaid with the proceeds of such sale or other disposition;

if the Obligor shall admit in writing that it has become insolvent or cannot pay its debts generally as they become due;

if the Obligor files a petition to take advantage of any bankruptcy or insolvency law;

an order, judgment or decree is entered adjudicating the Obligor or any subsidiary thereof as bankrupt or insolvent; or any order for relief with respect to the Obligor or any subsidiary thereof is entered under the Federal Bankruptcy Code or any other bankruptcy or insolvency law; or the Obligor or any subsidiary thereof petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Obligor or any subsidiary thereof or of any substantial part of the assets of the Obligor or any subsidiary thereof, or commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Obligor or any subsidiary thereof and either (i) the Obligor or such subsidiariy by any act indicates its approval thereof, consents thereto or acquiescence therein or (ii) such petition application or proceeding is not dismissed within sixty (60) days;

if any general assignment for the benefit of the Obligor's creditors shall be made;

there shall occurred and be continuing any default or material breach by the Obligor or its subsidiaries under this Note, any of the Ancillary Agreements or the Purchase Agreement (collectively, the " Transaction Documents"), which default or breach remains uncured for a period of thirty (30) days following the Obligor's receipt of an initial written notice from the Holder to the Obligor of the occurrence or existence of such default or breach;

one or more final non-monetary judgments, orders or decrees shall be rendered against the Obligor which have, either individually or in the aggregate, a material adverse effect upon the Obligor, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment, order, or decree, by reason of a pending appeal or otherwise, shall not be in effect;

a final, non-appealable judgment which, in the aggregate with other outstanding final judgments against the Obligor and its subsidiaries, exceeds $5,000,000 (exclusive of amounts reasonably anticipated to be covered by insurance) shall be rendered against the Obligor or any subsidiary thereof and within sixty (60) days after entry thereof, such judgment is not discharged or execution thereof stayed pending appeal, or within sixty (60) days after the expiration of such stay, such judgment is not discharged, or the initiation of any action, suit, proceeding or investigation that questions the validity of this Note or any of the other Transaction Documents or the right of the Obligor to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby; or

any provision of this Note or any of the other Transaction Documents shall for any reason not be now or cease to be in the future, valid, binding and enforceable in accordance with its terms, and any of such conditions remains uncured for a period of fifteen (15) days following the Obligor's receipt of an initial written notice from Holder to Obligor of the occurrence or existence of such condition.

For so long as any Obligation under this Note remains outstanding (other than inchoate indemnity obligations), and in addition to any obligations on and covenants of the Obligor made pursuant to the Transaction Documents, the Obligor covenants and agrees with the Holder that, unless otherwise approved by the Holder in its sole discretion, the Obligor will and will cause each of its subsidiaries to, at all times promptly notify the Holder in writing of (i) the occurrence of an Event of Default, (ii) the occurrence of any event or condition which, with the giving of notice or the lapse of time (or both) would constitute an Event of Default and (iii) the occurrence of any event of default under any documentation governing Indebtedness.

Consequences of the Occurrence of an Event of Default.

If an Event of Default set forth in Subparagraph 6(a) through 6(d), and 6(i) through 6(l) has occurred and is continuing, which Event of Default remains uncured for a period of ten (10) days following the date of such Event of Default (unless a different cure period is specified therein) regardless of notice to the Obligor (unless otherwise specified therein), the Holder may, subject to the terms and conditions of this Note, declare all or any portion of the outstanding, unpaid Principal Amount, accrued interest, and other amounts owing under this Note, due and payable and demand immediate payment thereof, by cash or Buyer Common Stock at the election of the Holder, and, under such circumstances, if the Holder demands immediate payment thereof, the Obligor shall immediately pay to the Holder the such amounts requested to be paid. Upon the occurrence of any Event of Default as defined under Subparagraph 6(e) through 6(h), the outstanding, unpaid Principal Amount, accrued interest, and other amounts owing under this Note shall automatically become immediately due and payable in full, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Obligor.

Notwithstanding and without limiting Paragraph 7(a), upon the occurrence and during the continuance of any Event of Default, the Holder may pursue any available remedy, whether at law or in equity, including, without limitation, exercising its rights under any of the other Transaction Documents.

Outstanding and unpaid Principal Amount and, to the extent permitted by applicable law, overdue interest and fees or any other amounts payable under this Note shall bear interest from and including the due date thereof until paid at a rate per annum equal to fifteen percent (15%) or the highest interest rate permitted by applicable law, whichever is lower (the "Default Rate"). Upon the occurrence and during the continuance of an Event of Default, the outstanding and unpaid Principal Amount shall bear interest at the Default Rate until such time as the Event of Default has been cured or waived.

The Obligor shall pay to the Holder the reasonable attorneys' fees and disbursements and all other reasonable out-of-pocket costs incurred by the Holder in order to collect amounts due and owing under this Note or otherwise to enforce the Holder's rights and remedies hereunder.

Tax Treatment. The Holder and the Obligor agree to treat this Note and the Obligations evidenced hereby as indebtedness for federal, state, local and foreign tax purposes.

No Impairment. The Obligor will not by amendment of its certificate of incorporation or bylaws, or through reorganization, consolidation, merger, dissolution, issue or sale of securities, sale of assets or any other voluntary action, willfully avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder under this Note against wrongful impairment.

Governing Law and Venue. This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Section 9.5 of the Purchase Agreement is applicable to any proceeding in respect of this Note.

Amendments; Waiver. All amendments to this Note must be in writing, signed by the Holder and the Obligor. No delay or omission on the part of the Holder in exercising any right of the Holder hereunder shall operate as a waiver of such right or of any other right of the Holder under this Note. No waiver of any right of the Holder contained in this Note shall be effective unless in writing and signed by the Holder, nor shall a waiver on one occasion be construed as a waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Holder of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. The Obligor waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

Assignment. The rights and obligations of Obligor and Holder shall be binding upon and benefit the successors and permitted assigns and transferees of Obligor and Holder; provided, that Obligor shall not be permitted to assign this Note or its rights or obligations hereunder without the prior written consent of the Holder in each instance, in the Holder's sole and absolute discretion, and provided, further, that in no event shall Holder sell, exchange, assign, pledge, hypothecate, transfer or otherwise dispose (each, a "Transfer") of this Note or any interest of Holder therein without Obligor's prior written consent, in its sole and absolute discretion. In the event of any permitted Transfer hereunder, (i) the Holder agrees to pay for all costs associated with documenting, implementing or otherwise accommodating such Transfer, including without limitation, any cost incurred in connection with the issuance of a replacement note as required under Subparagraph 15(c), (ii) each prospective Holder shall be, and shall provide a representation that it is, entering into such Transfer for its own account and not with a view to, or for sale in connection with, any subsequent distribution), and (iii) each prospective Holder shall become a party to this Note (or any replacement note). Any Transfer by the Holder or assignment by the Obligor made other than in strict accordance with this Paragraph 12 shall be null and void. Any permitted transferee of the Holder's rights and obligations under this Note in accordance with this Paragraph 12 shall be deemed to be the "Holder" for purposes of this Note.

Notice. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) two (2) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) upon receipt after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth above, or to the Obligor in accordance with Section 9.4 of the Purchase Agreement, or to such address as may be subsequently provided by a Party by written notice to the other Party given in accordance with this Paragraph 13.

Certain Definitions.

"Capital Stock" means any and all shares, interests, participations, units or other equivalents (however designated) of capital stock of a corporation, membership interests in a limited liability company, partnership interests of a limited partnership, any and all equivalent ownership interests in a Person and any and all warrants, rights or options to purchase any of the foregoing.

"Disqualified Capital Stock" shall mean any Capital Stock that, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payment of dividends in cash or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock; provided, that if such Capital Stock is issued pursuant to a plan for the benefit of employees or consultants of the Obligor or its subsidiaries or by any such plan to such employees or consultants, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Obligor or its subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all indebtedness of such Person for borrowed money and all indebtedness of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person; (c) all obligations of such Person to pay the deferred purchase price of property or services other than trade accounts payable in the ordinary course of business; (d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (e) the capitalized amount of any lease of such Person that would appear as a liability on a balance sheet of such Person prepared as of such date in accordance with GAAP; (f) all obligations of such Person in respect of Disqualified Capital Stock; and (g) any contingent liability of such Person or other obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether directly or indirectly.

"Sale of Obligor" means (i) the acquisition of the Obligor by another Person or group of related Persons by means of any transaction or series of related transactions (including any acquisition of Obligor securities or derivative securities, reorganization, merger or consolidation; (ii) a sale, lease or other disposition of all or more than 50% of the assets of the Obligor and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Obligor; or (iii) any bankruptcy, liquidation, dissolution or winding up of the Obligor whether voluntary or involuntary.

Miscellaneous.

With regard to all dates and time periods set forth or referred to in this Note, time is of the essence. Unless specified otherwise, any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days (and not Business Days), provided, however, that if the last day for taking such action falls on a weekend or a holiday in New York, New York, the period during which such action may be taken shall be automatically extended to the next Business Day.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Holder in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Holder of any right or remedy preclude any other right or remedy.

The Obligor or the Holder (i) may, but shall not be obligated to, request in writing the issuance of a replacement note to evidence any increases or decreases in the balance of the Principal Amount pursuant to Paragraphs 1 and 4, (ii) shall request in writing the issuance of a replacement note to evidence any permitted assignment pursuant to Paragraph 12, and (iii) shall request in writing the issuance of a replacement note to evidence the mutilation, destruction, loss or theft of this Note (or any replacement note) and the ownership thereof, in each case, such replacement note being identical in form and substance in all respects to this Note (other than to reflect such changes as set forth in this Subparagraph 15(c)). Upon any such request or requirement, the Obligor shall issue such replacement notes and the Holder(s) of this Note or such replacement notes shall return such notes to be replaced to the Obligor, in each case marked “cancelled”, or deliver to the Obligor a lost note indemnity form in substance satisfactory to the Obligor and, with respect to any replaced notes, such notes shall thereafter be deemed no longer unpaid and/or outstanding hereunder.

After the Principal Amount and all interest due thereon, and any other amounts at any time owed on this Note has been paid in full (or deemed paid in full), this Note shall be surrendered to the Obligor for cancellation and shall not be reissued.

Notwithstanding any business or personal relationship between the Obligor and the Holder, or any officer, director, member, manager or employee of the Holder, that may exist or have existed, the relationship between the Obligor and the Holder under and with respect to this Note is solely that of debtor and creditor, the Holder has no fiduciary or other special relationship with the Obligor by virtue of this Note, the Obligor and the Holder are not partners or joint venturers, and no term or condition of any of this Note will be construed so as to deem the relationship between the Obligor and the Holder to be other than that of debtor and creditor.

Paragraph headings are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Obligor has caused this Note to be executed as of the Effective Date.

"OBLIGOR":

FTE NETWORKS, INC.

By: _____
Name: Michael Palleschi
Its: Chief Executive Officer

ATTACHMENT 3 - SERIES C NOTE/EXHIBIT K

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of April 20, 2017 by and among FTE Networks, Inc., a Nevada corporation (the "Company"), and each of the several sellers signatory hereto (each such Seller, a "Seller" and, collectively, the "Sellers").

WHEREAS, in connection with that certain Stock Purchase Agreement dated as of March 9, 2017 by and between the Company, Benchmark Builders, Inc., a New York corporation ("Benchmark") and the Sellers (the "Purchase Agreement"), the Sellers have received shares of common stock in the Company, par value $0.001 per share, in the individual amounts set forth on Schedule 2.2(b) of the Purchase Agreement (the "Purchase Agreement Shares") as consideration, in part, for their sale to the Company of all of the issued and outstanding capital stock in Benchmark; and

WHEREAS, to induce the Sellers to enter into the Purchase Agreement, the Company has agreed to grant the Sellers certain rights with respect to registration of Registrable Securities (as defined below) under the Securities Act pursuant to the terms of this Agreement.

NOW, THEREFORE, the Company and each Seller hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Advice" shall have the meaning set forth in Section 6(c).

"Cut-Off Date" shall have the meaning set forth in Section 2(a).

"Demand Registration Statement" shall have the meaning set forth in Section 2(b).

"Effectiveness Date" means, with respect to the Initial Registration Statement or a Demand Registration Statement required to be filed hereunder, the 120th calendar day following the Filing Date and with respect to any additional Registration Statements which may be required pursuant to Section 2(d) or Section 3(c), the 90th calendar day following the date on which an additional Registration Statement is required to be filed hereunder; provided, however, that in the event the Company is notified by the Commission that one or more of the above Registration Statements will not be reviewed or is no longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the 10th calendar day following the date on which the Company is so notified if such date precedes the dates otherwise required above (unless the Company is required to update its financial statements prior to requesting acceleration of such Registration Statement, which will require the Company to file an amendment to such Registration Statement, in which case the Company shall file any necessary amendment to such Registration Statement and request effectiveness thereof as soon as reasonably practicable and in no event later than the 60th calendar day following the Filing Date); provided, further, if such Effectiveness Date falls on a day that is not a Trading Day, then the Effectiveness Date shall be the next succeeding Trading Day.

"Effectiveness Period" shall have the meaning set forth in Section 2(a).

"Filing Date" means, with respect to (a) the Initial Registration Statement required hereunder, the later of (i) the 90th calendar day following the Closing Date or (ii) the 45th calendar day following the Company's completion of all of its 2016 fiscal year end audits; (b) with respect to a Demand Registration Statement, the filing date specified in Section 2(b); and (c) with respect to any additional Registration Statements, which may be required pursuant to Section 2(b), Section 2(d) or Section 3(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

"Holder" or "Holders" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"Indemnified Party" shall have the meaning set forth in Section 5(c).

"Indemnifying Party" shall have the meaning set forth in Section 5(c).

"Initial Registration Statement" means the initial Registration Statement filed pursuant to this Agreement.

"Losses" shall have the meaning set forth in Section 5(a).

"Prospectus" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Purchase Agreement Shares" means the shares of common stock issued to the Sellers pursuant to the Purchase Agreement.

"Registrable Securities" means, as of any date of determination, (a) all of the Purchase Agreement Shares and (b) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale under Rule 144 without restriction or limitation, as determined by counsel to the Company pursuant to a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders, as reasonably determined by the Company, upon the advice of counsel to the Company. For the avoidance of doubt, any such Registrable Securities shall cease to be Registrable Securities after the Cut-Off Date.

"Registration Statement" means any registration statement required to be filed hereunder pursuant to Section 2(a) and Section 2(b), including a Demand Registration Statement, and any additional registration statements contemplated by Section 2(d) or Section 3(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Selling Stockholder Questionnaire" shall have the meaning set forth in Section 3(a).

"SEC Guidance" means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

2. Registration.

(a) On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. Each Registration Statement filed hereunder shall be on Form S-1, unless expressly specified otherwise, or such other Securities Act form available to the Company for such filing. Subject to the terms of this Agreement, the Company shall use its commercially reasonable efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the applicable Effectiveness Date, and shall use its commercially reasonable efforts to keep such Registration Statement continuously effective under the Securities Act until the first to occur of: (A) the date that is three (3) years from the date the Registration Statement is declared effective by the Commission (the "Cut-Off Date") and (B) the date that all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold Rule 144 without restriction or limitation, as determined by the counsel to the Company pursuant to a written opinion letter which shall be obtained at the Company's expense, to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (the "Effectiveness Period"). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. Eastern Time on a Trading Day. The Company shall immediately notify the Holders via facsimile or by e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 a.m. Eastern Time on the Trading Day after the effective date of such Registration Statement, file a final Prospectus with the Commission as required by Rule 424.

(b) Demand Rights.

(i) If at any time after the filing of the Initial Registration Statement and when it is eligible to use a Form S-3 registration statement, the Company shall receive from any Holder (and the Holder remains the owner of at least thirty percent (30%) of the Registrable Securities then outstanding) a written request or requests that the Company file a Registration Statement on Form S-3 ("Demand Registration Statement") with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company will promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders of Registrable Securities within ten (10) Business Days thereafter, and as soon as practicable, but in any event within sixty (60) days after the date such request is given by the initiating Holders in accordance with this Section, file such Demand Registration Statement as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within ten (10) days after receipt of such written notice from the Company.

(ii) Notwithstanding the foregoing obligations, if the Company furnishes to a Holder, after requesting a registration pursuant to Section 2(b)(i), a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's board of directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective, because (i) the Company has engaged or has fixed to engage within ninety (90) days of such request in a registered public offering as to which the Company's stockholders may include Registrable Shares or (ii) the Company is engaged in any other activity that, in the good faith determination of the Company's board of directors, would be adversely affected by the requested registration to the material detriment of the Company, then the Company shall have the right to defer taking action with respect to such filing for a period of not more than one hundred eighty (180) days after the later of (x) the date the request of the Holder is given and (y) the effective date of such offering, the date of commencement of such other material activity, or the date of such written opinion of the Company's investment banker, as applicable; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period.

(iii) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2(b)(i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such Registration Statement to become effective; nor shall the Company be obligated to effect, or to take any action to effect, more than one registration pursuant to Section 2(b)(i). A registration shall not be counted as "effected" for purposes of this Subsection 2(b)(i) until such time as the applicable Registration Statement has been declared effective by the SEC, unless the Holder withdraws its request for such registration, elects not to pay the registration expenses therefor, and forfeits its right to one demand registration statement pursuant to this Section, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Section.

(c) Notwithstanding the registration obligations set forth in Sections 2(a) and 2(b), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1 or Form S-3.

(d) Notwithstanding any other provision of this Agreement, if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), the Company shall give the Holder at least five (5) Trading Days prior written notice along with the calculations as to such Holder's allotment as anticipated by the Company. In the event the Company amends the Initial Registration Statement in connection with the foregoing, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by the Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-1, Form S-3, or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended.

3. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five (5) Trading Days prior to the filing of each Registration Statement and not less than one (1) Trading Day prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. Notwithstanding the above, the Company shall not be obligated to provide the Holders advance copies of any universal shelf registration statement registering securities in addition to those required hereunder, or any Prospectus prepared thereto. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of 67% or more of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than three (3) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex A (a "Selling Stockholder Questionnaire") on a date that is not less than three (3) Trading Days prior to the Filing Date or by the end of the third (3rd) Trading Day following the date on which such Holder receives draft materials in accordance with this Section. The Company shall furnish to each Holder (A) a Selling Stockholder Questionnaire for completion at least ten (10) Trading Days prior to the Filing Date, together with a request that such Selling Stockholder Questionnaire be completed and returned to the Company in a timely manner and (B) a specific reference to this Section 3(a).

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of shares of Common Stock then registered in a Registration Statement, then the Company shall file as soon as reasonably practicable, but in any case, prior to the applicable Filing Date, an additional Registration Statement covering the resale by the Holders of not less than the number of such Registrable Securities.

(d) Notify the Holders of Registrable Securities to be sold (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement, and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose, (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus, provided, however, in no event shall any such notice contain any information which would constitute material, non-public information regarding the Company.

(e) Use its reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(f) Furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that any such item which is available on the EDGAR system (or successor thereto) need not be furnished in physical form.

(g) Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(d).

(h) The Company shall cooperate with any broker-dealer through which a Holder proposes to resell its Registrable Securities in effecting a filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110, as requested by any such Holder.

(i) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within such states as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; provided, that, the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(j) If requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Purchase Agreement and applicable law, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(k) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(d) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its reasonable best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 3(k) to suspend the availability of a Registration Statement and Prospectus, subject to the payment of partial liquidated damages otherwise required pursuant to Section 3(d), for a period not to exceed 60 calendar days (which need not be consecutive days) in any 12-month period.

(l) Comply with all applicable rules and regulations of the Commission.

(m) The Company shall use its reasonable best efforts to maintain eligibility for use of Form S-1 (or any successor form thereto) for the registration of the resale of Registrable Securities.

(n) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of shares of Common Stock beneficially owned by such Holder and, if required by the Commission, the natural persons thereof that have voting and dispositive control over the shares. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities solely because any Holder fails to furnish such information within three Trading Days of the Company's request, any breach that may otherwise occur because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with, this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities) and (D) if not previously paid by the Company, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, stockholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent that (i) such untrue statements or omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities or (ii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: (x) such Holder's failure to comply with any applicable prospectus delivery requirements of the Securities Act or the plan of distribution in any Registration Statement through no fault of the Company or (y) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent that such information relates to such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or in any amendment or supplement thereto or (iii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), to the extent related to the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that, the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party; provided, that, the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to a Registration Statement.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(d)(iii) through (vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its commercially reasonable efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable.

(d) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 67% or more of the then outstanding Registrable Securities (for purposes of clarification, this includes any Registrable Securities issuable upon exercise or conversion of any Security). If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6(d). No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

(e) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities. Each Holder may assign their respective rights hereunder only in the manner and to such Persons as may permitted under the Purchase Agreement.

(g) No Inconsistent Agreements. The Company has not entered, as of the date hereof, and the Company shall not, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The Company has not previously entered into any agreement granting any registration rights with respect to any of its securities to any Person that have not been satisfied in full.

(h) Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(i) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

(j) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(k) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(l) Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(m) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters, and the Company acknowledges that the Holders are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or transactions. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Holder. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

****

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the Execution Date.

THE COMPANY:

FTE NETWORKS, INC.

By: _____
Name: Michael Palleschi
Title: Chief Executive Officer

THE SELLERS:

By: _____
Name: Brian McMahon

By: _____
Name: Fred Sacramone

Annex A

Selling Stockholder Notice and Questionnaire

FTE Networks, Inc.

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owners of shares of the Company's common stock, par value $0.001 per share (the "Common Stock") of FTE Networks, Inc. (the "Company"), understand that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act") for the registration of the resale of the shares of Common Stock held by the undersigned (the " Registrable Securities"). This Questionnaire is being furnished to you and other stockholders whose Common Stock will be included in the Registration Statement. This Questionnaire seeks information necessary to complete the registration of these shares with the Commission.

To sell or otherwise dispose of any Registrable Securities in the offering, a holder or beneficial owner of Registrable Securities will be required to agree to be named as a selling stockholder in the related prospectus and execute and return this Selling Stockholder Questionnaire.

Please respond to every question unless otherwise directed. If the answer is "none" or "not applicable," please so state. Please include all information sought by the related question. Unless stated otherwise, answers should be given as of the date you complete this Questionnaire. If there is any response or underlying factual matter about which you are uncertain, please discuss the matter fully and include any additional explanation or information which you believe is helpful.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related prospectus.

Please complete, sign, date, and email or fax this Questionnaire as soon as possible to David Lethem, CFO at FTE Networks, Inc, fax: 1-877-781-2583, email: dlethem@ftenet.com. Please call David Lethem at 239-561-9935 with any questions regarding this Questionnaire.

NOTICE

The undersigned beneficial owner (the "Selling Stockholder") of Registrable Securities hereby elects to register for resale the Registrable Securities owned by it and listed below in Question 5 (unless otherwise specified under such Question 5) in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. **Name.** Full Legal Name of Selling Stockholder:

_____

2. **Address for Notices to Selling Stockholder.**

_____

_____

_____

Telephone: _____

Fax: _____

Email address: _____

Contact Person: _____

3. **Relationship with the Company.**

Describe the nature of any position, office or other material relationship the Selling Stockholder has had with the Company during the past three years:

_____

_____

4. **Organizational Structure.** Please indicate or (if applicable) describe how the Selling Stockholder is organized.

(a) Is the Selling Stockholder a natural person? (**If so, please mark the box and skip to Question 5.**)

Yes [ ] No [ ]

(b) Is the Selling Stockholder a reporting company under the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**)? (**If so, please mark the box and skip to Question 5.**)

Yes [ ] No [ ]

(c) Is the Selling Stockholder a majority-owned subsidiary of a reporting company under the Exchange Act? (**If so, please mark the box and skip to Question 5.**)

Yes [ ] No [ ]

(d) Is the Selling Stockholder a registered investment company under the Investment Company Act of 1940? (**If so, please mark the box and skip to Question 5.**)

Yes [ ] No [ ]

If the answer to all of the foregoing questions is "no," please complete the following:

(e) *Legal Description of Selling Stockholder:*

Please describe the type of legal entity that the Selling Stockholder is (e.g., corporation, partnership, limited liability company, etc.);

(f) *Please indicate whether the Selling Stockholder is controlled by another entity (such as a parent company, a corporate member, corporate shareholder, etc.) or is controlled by a natural person.*

Controlled by: Natural Person(s) [ ] Entity [ ]

If you checked "Natural Person(s)":

Please indicate the name of the natural person(s) *who has voting or investment control over the shares held by the Selling Stockholder and the position of control that person(s) holds in or over the Selling Stockholder,* ***then move to Question 5.***

Name of natural person(s):_____

Controlling position in Selling Stockholder (e.g., sole member, controlling shareholder, sole stockholder, trustee, etc.): _____ _____

If you checked "Entity":

Please indicate the name and type of entity that controls the Selling Stockholder.

Name of controlling entity: _____

Type of legal entity (e.g., corporation, partnership, limited liability company, etc.): _____

Is this entity controlled by another entity (such as a parent company, a corporate member, corporate shareholder, etc.) or is it controlled by a natural person?

Controlled by: Natural Person(s) [ ] Entity* [ ]

If you checked "Natural Person(s)":

Name of natural person(s) who controls this entity and *has voting or investment control over the shares held by the Selling Stockholder the Selling Stockholder*: _____

Natural person's position in this entity (e.g., sole member, controlling shareholder, sole stockholder, trustee, etc.): _____

**If you answered "Entity" here, please repeat step (f) for each controlling entity moving up the corporate chain of control until you reach the level at which there is only a natural person or persons in control (e.g., Acme LLC is controlled by ABC Corp., its member, which is controlled by X shareholder, its controlling shareholder). List the name of the entities along that chain of control, the types of entity each is, the natural person(s) in control of the ultimately controlling entity, and his or her control position over that entity in the lines below:*

_____

_____

_____

_____

(*Continued on next page…*)

5. Beneficial Ownership of Registrable Securities:

This question covers beneficial ownership of the Company's securities.

(a) Please state the number of shares of the Company's Common Stock that the Selling Stockholder beneficially owns as of the date of this Questionnaire:

_____

_____

(b) Please state the number of shares of the Registrable Securities that the Selling Stockholder wishes to have registered for resale in the Registration Statement.

Common Stock: _____

6. Broker-Dealer Status:

(a) Is the Selling Stockholder a broker-dealer?

Yes [ ] No [ ]

(b) If "yes" to Question 6(a), did the Selling Stockholder receive the Registrable Securities as compensation for investment banking services to the Company?

Yes [ ] No [ ]

Note: If the answer to Question 6(b) is no, Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Is the Selling Stockholder an affiliate of a broker-dealer?

Yes [ ] No [ ]

(d) If the Selling Stockholder is an affiliate of a broker-dealer, does the Selling Stockholder certify that it purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, the Selling Stockholder had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes [ ] No [ ]

Note: If the answer to Question 6(d) no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

7. Legal Proceedings with the Company. Is the Company a party to any pending legal proceeding in which the Selling Stockholder is named as an adverse party?

Yes [ ] No [ ]

State any exceptions here:

---

8. **Reliance on Responses.** The undersigned acknowledges and agrees that the Company and its legal counsel shall be entitled to rely on its responses in this Questionnaire in all matters pertaining to the Registration Statement and the sale of any Registrable Securities pursuant to the Registration Statement.

[SIGNATURE PAGE FOLLOWS]

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Questions 1 through 7 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

BENEFICIAL OWNER (individual)	**BENEFICIAL OWNER** (entity)
Print Name	Name of Entity
Signature	Signature
Signature (if Joint Tenants or Tenants in Common)	Print Name:
	Title:

PLEASE FAX OR PDF A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL TO:

FTE Networks, Inc.

999 Vanderbilt Beach Road, Suite 601

Naples, FL 34108

ATTN: David Lethem, CFO

FAX: **1-877-781-2583**

Email: dlethem@ftenet.com

AMENDMENT NO. 3
TO CREDIT AGREEMENT

AMENDMENT NO. 3 TO CREDIT AGREEMENT dated as of April 20, 2017 (the "Amendment") among (1) **JUS-COM, INC.**, an Indiana corporation (the "Initial Borrower"), (2) **FTE NETWORKS, INC.**, a Nevada corporation ("Holdings"), (3) the lenders party hereto, and (4) **LATERAL JUSCOM FEEDER LLC** , a Delaware limited liability company, as Administrative Agent (in such capacity, together with its successors in such capacity, the "Administrative Agent").

PRELIMINARY STATEMENTS

A. The Initial Borrower, Holdings, each lender from time to time party thereto (the "Lenders"), and the Administrative Agent have entered into that certain Credit Agreement dated as of October 28, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, including pursuant to the Amendment No. 1 to Credit Agreement dated as of April 5, 2016, and Amendment No. 2 to Credit Agreement dated as of September 30, 2016, the "Existing Credit Agreement" and as amended, restated, supplemented or otherwise modified from time to time including pursuant hereto, the "Credit Agreement").

B. The Initial Borrower has requested that the Administrative Agent and the Lenders amend the Credit Agreement to, among other matters, provide additional extensions of credit, and the Administrative Agent and each of the Lenders party hereto are willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency and receipt of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Existing Credit Agreement or, if not defined therein, the Credit Agreement as modified by this Amendment.

SECTION 2. Amendments to Loan Documents; Other Agreements. (a) Subject to the terms and conditions set forth herein, on the Third Amendment Effective Date (as defined below):

(i) the Existing Credit Agreement shall be amended to incorporate the changes reflected in, and read in its entirety as set forth in, the form attached hereto as Annex A; and

(ii) Exhibits B-1, B-2, H-1 and P-1 to the Credit Agreement shall mean and refer to Exhibits B-1, B-2, H-1 and P-1 attached to this Amendment.

(b) On the Third Amendment Effective Date, each Person executing this Amendment in its capacity as a "Lender" under the Credit Agreement hereby consents to this Amendment and the terms and provisions thereof.

(c) The Credit Parties hereby acknowledge and agree that:

(i) as of the last day of the calendar month most recently ended prior to the date hereof, the outstanding principal amount of the Term Loans (inclusive of all Principal Increases) was $[●], which Term Loans constitute valid and subsisting obligations of the Credit Parties to the Lenders and are not subject to any credit, offset, defense, claim, counterclaim or adjustment of any kind; and

(ii) in connection with the Amendment No. 1 to Credit Agreement dated as of April 5, 2016, the Credit Parties agreed to pay to the Lenders composing the Lateral Entities a fee equal to $240,000, and to pay to the Lenders composing the WP Entities a fee equal to $240,000, and that such fees remain unpaid as of the Third Amendment Effective Date. The Lenders hereby agree that such fees shall be paid, effective as of March 31, 2017, by being added to the principal amount outstanding in respect of the Term Loans of the corresponding Lenders (and applied ratably among the Term Loans of the Lenders composing the Lateral Entities and WP Entities, as the case may be), and thereafter shall accrue interest in accordance with the terms of the Credit Agreement.

(d) Holdings has advised the Administrative Agent and the Lenders that (i) FTE Properties, LLC and UBIQ Communications, LLC (each a Subsidiary of Holdings and herein referred to as the "Designated Subsidiaries") hold no assets, are otherwise not in good standing in their respective jurisdictions of organization, and are likely to be administratively dissolved, (ii) the Credit Parties have potentially accrued certain payroll tax liabilities for activities arising prior to the Third Amendment Effective Date (all as disclosed to the Administrative Agent prior to the Third Amendment Effective Date and herein referred to the " Designated Tax Liabilities"), and (iii) Messrs. Palleschi and Lethem (affiliates of Holdings and herein referred to herein as the "Designated Individuals") have collectively advanced an aggregate of $777,000 to Holdings (the "Related Party Payables") and that the Designated Individuals have requested that all such Related Party Payables be repaid following the Third Amendment Effective Date. The Administrative Agent and the Lenders hereby agree (effective with the Third Amendment Effective Date) that (i) so long as neither Designated Subsidiary holds any assets, neither the fact that the Designated Subsidiaries are not in good standing in their respective jurisdictions of organization and are likely to be administratively dissolved nor the actual administrative dissolution of either or both of the Designated Subsidiaries shall constitute an Event of Default, (ii) so long as the aggregate liability in respect of the Designated Tax Liabilities does not exceed $1.8 million, the representations and warranties in Section 3.10 of the Credit Agreement, and the covenant in Section 4.7(a) of the Credit Agreement, shall be deemed qualified by reference to the existence of the Designated Tax Liabilities, and (iii) so long as (A) no Default or Event of Default has occurred and is continuing or would result therefrom, and (B) Holdings shall have paid all amounts otherwise due and payable in respect of the Benchmark Indebtedness for the month most recently ended prior to the proposed payment date, Holdings may repay the Related Party Payables not more frequently than monthly and then in an amount in any month not greater than the lesser of (1) $100,000, and (2) 20% of the "Monthly Excess Cash Flow" (as defined in the Benchmark Subordination Agreement), giving effect to the $4.0 million minimum unrestricted cash and cash equivalents qualification set forth in the definition of "Monthly Excess Cash Flow Amount" (as defined in the Benchmark Subordination Agreement).

SECTION 3. Conditions to Effectiveness of Amendment. This Amendment shall become effective (the "Third Amendment Effective Date") upon satisfaction of the following conditions in a manner reasonably satisfactory to the Administrative Agent and the Lenders:

(a) The Administrative Agent shall have received executed counterparts of the following documents and instruments or such other items as are described below, as the case may be:

(i) this Amendment, duly executed and delivered by the Initial Borrower, Holdings, the Administrative Agent and each of the Lenders;

(ii) a Consent and Reaffirmation, in the form attached hereto as Annex C, duly executed and delivered by the Initial Borrower, Holdings and each other Credit Party;

(iii) a fee agreement, in form and substance acceptable to the Administrative Agent, duly executed and delivered by the Initial Borrower, Holdings, each other Credit Party and the Affiliate of the Administrative Agent party thereto (the "Amendment Fee Letter");

(iv) a Notice of Borrowing in respect of the Third Amendment Term Loans;

(v) if requested by the Lender with the Third Amendment TL Commitment, a Third Amendment Term Note evidencing the Third Amendment Term Loans advanced on the Third Amendment Effective Date;

(vi) the Holdings Assumption Agreement, duly executed and delivered by the parties signatory thereto;

(vii) the Benchmark Subordination Agreement, duly executed and delivered by the parties signatory thereto;

(viii) a solvency certificate from the chief executive officer or chief financial officer of Holdings in substantially the form of Exhibit 2.1(c) to the Credit Agreement; and

(ix) a certificate of a Responsible Officer of Crosslayer, Inc., a newly organized subsidiary of Holdings ("Crosslayer"), and each Credit Party (other than the Designated Subsidiaries) dated the Third Amendment Effective Date, certifying (A) that attached thereto is (1) a true and complete copy of a certificate as to the good standing of Crosslayer and each Credit Party (in so-called "long-form" if available), as of a recent date, from the Secretary of State of the state of its organization (or other applicable Governmental Authority to the extent available), (2) a true and complete copy of each Organization Document of Crosslayer and each Credit Party certified as of a recent date by the Secretary of State of the state of its organization (or, if any such Organizational Document of a Credit Party has not been amended, restated, supplemented, or otherwise modified since the Closing Date, certifying the absence of any amendments, restatements, supplements, or modifications to such Organizational Documents of such Credit Party), (3) a true and complete copy of resolutions duly adopted by the board of directors or similar governing body of Crosslayer and each Credit Party authorizing the execution, delivery and performance of this Amendment and each other document or instrument required to be delivered in connection herewith, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, and (4) a true and complete copy of the Benchmark Purchase Agreement and each other document or instruments to be executed and delivered in connection with the consummation of the Benchmark Acquisition, and (B) as to the incumbency and specimen signature of each officer executing this Amendment or any other document or instrument delivered in connection herewith on behalf of Crosslayer or any Credit Party (together with a certificate of another officer as to the incumbency and specimen signature of the Responsible Officer executing the certificate in this clause (ix)).

(b) Evidence reasonably satisfactory to the Administrative Agent that, in accordance with the Benchmark Purchase Agreement, the Benchmark Acquisition has been consummated (or will be consummated concurrently) with the funding of the Third Amendment Term Loans.

(c) There shall not exist any judgment, decree or order of any Governmental Authority which would prevent the performance of this Amendment, the Credit Agreement (as modified hereby), the Benchmark Acquisition or the transactions contemplated hereby or declare unlawful this Amendment or the other transactions contemplated hereby.

(d) The Administrative Agent and the Lenders shall have received all documentation and other information requested by the Administrative Agent or any Lender and required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

(e) All other documents and legal matters in connection with the transactions contemplated by this Amendment shall have been delivered or executed or recorded and shall be in form and substance satisfactory to the Administrative Agent.

It shall be a condition subsequent to the Third Amendment Effective Date that each of the following conditions subsequent are satisfied (and the failure to satisfy such conditions subsequent shall constitute an immediate Event of Default):

(a) the Administrative Agent shall have received (unless extended by the Administrative Agent in the exercise of its sole discretion):

(i) no later than April 21, 2017:

(A) amended and restated Schedules 3.18, 3.19, 3.25, 5.1, 5.4, 5.5, and 5.9 to the Existing Credit Agreement (giving pro forma effect to the Benchmark Acquisition), each of which shall be acceptable to the Administrative Agent and the Lenders;

(B) a Perfection Certificate, duly executed and delivered by (A) Benchmark, (B) Crosslayer, and (C) each Credit Party;

(C) the Benchmark Assumption Agreement, duly executed and delivered by the parties signatory thereto;

(D) a joinder agreement (in the form attached to the Guaranty and Security Agreement) duly executed and delivered by Benchmark, each other Credit Party thereto and the Administrative Agent;

(E) a joinder agreement (in the form attached to the Guaranty and Security Agreement) duly executed and delivered by Crosslayer, each other Credit Party thereto and the Administrative Agent;

(F) (1) a pledge amendment (in the form attached to the Guaranty and Security Agreement) duly executed by Holdings in respect of the Stock of Benchmark acquired with the proceeds of the Third Amendment Term Loans, (2) all certificates evidencing the Stock of Benchmark acquired in the Benchmark Acquisition, accompanied by instruments of transfer or stock powers undated and endorsed in blank, and (3) UCC financing statements in appropriate form for filing under the UCC, filings with the United States Patent and Trademark Office and United States Copyright Office and such other documents under applicable Requirements of Law in each United States jurisdiction as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to perfect the Liens created, or purported to be created, by Benchmark pursuant to the Collateral Documents;

(G) a certificate of a Responsible Officer of Benchmark, certifying (A) that attached thereto is (1) a true and complete copy of a certificate as to the good standing of Benchmark (in so-called "long-form" if available), as of a recent date, from the Secretary of State of the state of its organization (or other applicable Governmental Authority to the extent available), (2) a true and complete copy of each Organization Document of Benchmark certified as of a recent date by the Secretary of State of the state of its organization, and (3) a true and complete copy of resolutions duly adopted by the board of directors or similar governing body of Benchmark authorizing the execution, delivery and performance of the Benchmark Assumption Agreement, the Credit Agreement (as supplemented thereby) and each other document or instrument required to be delivered in connection herewith, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (B) as to the incumbency and specimen signature of each officer executing the Benchmark Assumption Agreement or any other document or instrument delivered in connection herewith or therewith on behalf of Benchmark (together with a certificate of another officer as to the incumbency and specimen signature of the Responsible Officer executing the certificate in this clause (F));

(H) (1) a pledge amendment (in the form attached to the Guaranty and Security Agreement) duly executed by Holdings in respect of the Stock of Crosslayer, (2) all certificates evidencing the Stock of Crosslayer, accompanied by instruments of transfer or stock powers undated and endorsed in blank, (3) UCC financing statements in appropriate form for filing under the UCC, filings with the United States Patent and Trademark Office and United States Copyright Office and such other documents under applicable Requirements of Law in each United States jurisdiction as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to perfect the Liens created, or purported to be created, by Crosslayer pursuant to the Collateral Documents, and (4) copies of UCC, United States Patent and Trademark Office, tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches, each of a recent date listing all effective financing statements, lien notices or comparable documents that name Benchmark, Crosslayer or any Credit Party as debtor and that are filed in those state and county jurisdictions in which any property of Benchmark, Crosslayer or any Credit Party is located and the state and county jurisdictions in which Benchmark, Crosslayer or any Credit Party is organized or maintains its principal place of business and such other searches that the Administrative Agent deems necessary or appropriate, none of which encumber the Collateral covered or intended to be covered by the Collateral Documents (other than Permitted Liens);

(ii) no later than April 28, 2017:

(A) for the benefit of the Lender with the Third Amendment TL Commitment, the Administrative Agent shall have received a number of shares of common Stock of Holdings representing an aggregate of 10.0% (determined on a fully diluted basis after giving effect to the consummation of the Benchmark Acquisition and all Stock and Stock Equivalents (or securities convertible into or exchangeable for Stock and\or Stock Equivalents) issued in connection therewith) of the outstanding Stock and Stock Equivalents of Holdings, accompanied by supporting evidence (in form and substance reasonably acceptable to the Administrative Agent) that the issuance of such shares have been duly authorized and issued in accordance with the Organizational Documents of Holdings and all Requirements of Law; and

(B) the Administrative Agent shall have received (for the benefit of the applicable Persons described therein) all Stock contemplated to be issued pursuant to the Conditional Termination of Redemption Rights Agreement dated on or about the Third Amendment Effective Date among Holdings and the Lenders party thereto;

(iii) no later than April [●], 2017:

(A) a legal opinion from K&L Gates LLP, designated transactional counsel to Benchmark and the Credit Parties, and from such other counsel as the Administrative Agent may reasonably request, each in form and substance reasonably satisfactory to the Administrative Agent;

(B) updated certificates evidencing the record ownership of Holdings of all of the issued and outstanding Stock of Benchmark, accompanied by instruments of transfer or stock powers undated and endorsed in blank;

(C) customary insurance certificates and endorsements thereto in form and substance reasonably satisfactory to the Administrative Agent naming the Administrative Agent (on behalf of the Lenders) as an additional insured or loss payee (and mortgagee), as the case may be, under all insurance policies to be maintained with respect to the properties of the Credit Parties (including Benchmark and Crosslayer) forming part of the Collateral; and

(iv) no later than May [●], 2017:

(A) the Administrative Agent shall have received Control Agreements in respect of all Deposit Accounts of Benchmark and (to the extent not otherwise in effect on the Third Amendment Effective Date) each Credit Party; and

(B) the Administrative Agent shall have received such other documents and instruments as the Administrative Agent may reasonably request to evidence (or further evidence) that the Administrative Agent has a perfected, first priority Lien in all Collateral, subject only to Permitted Liens.

SECTION 4. Representations and Warranties. The Initial Borrower represents and warrants to the Administrative Agent and the Lenders that:

(a) Each Credit Party and each of their respective Subsidiary (i) is a corporation, limited liability company or limited partnership, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable; (ii) has the power and authority and all governmental licenses, authorizations, Permits, consents and approvals to own its assets, carry on its business and execute, deliver, and perform its obligations under, this Amendment (and the Credit Agreement); (iii) is duly qualified as a foreign corporation, limited liability company or limited partnership, as applicable, and licensed and in good standing, under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification or license; and (iv) is in compliance with all Requirements of Law; except, in each case referred to in clause (iii) or clause (iv), to the extent that the failure to do so would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) The execution, delivery and performance by each of the Credit Parties of this Amendment have been duly authorized by all necessary action, and do not and will not (i) contravene the terms of any of that Person's Organization Documents, (ii) conflict with or result in any material breach or contravention of, or result in the creation of any Lien under, any document evidencing any material Contractual Obligation to which such Person is a party or any order, injunction, writ or decree of any Governmental Authority to which such Person or its Property is subject, or (iii) violate any material Requirement of Law in any material respect.

(c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Credit Party or any Subsidiary of any Credit Party of this Amendment (or the Credit Agreement) except (a) for recordings and filings in connection with the Liens granted to the Administrative Agent under the Collateral Documents and (b) those obtained or made on or prior to the Third Amendment Effective Date.

(d) This Amendment (and the Credit Agreement) constitute the legal, valid and binding obligations of the Initial Borrower and Holdings, enforceable against such Person in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

SECTION 5. Reference to and Effect on the Credit Agreement and the Loan Documents.

(a) On and after the Third Amendment Effective Date, each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Existing Credit Agreement as amended by this Amendment on the Third Amendment Effective Date. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

(b) The Existing Credit Agreement and each of the other Loan Documents, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Credit Parties under the Loan Documents, in each case, as amended by this Amendment. Furthermore, the Initial Borrower and Holdings acknowledge that neither Person has any offsets or defenses to its obligations under the Loan Documents to which it is a party and no claims or counterclaims against the Administrative Agent or any Lender.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a modification, acceptance or waiver of any other provision of any of the Loan Documents. No failure or delay or course of dealing on the part of the Administrative Agent and Lenders in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies provided in the Loan Documents are cumulative and not exclusive of any rights, powers or remedies which the Administrative Agent and the Lenders would otherwise be entitled to exercise. No notice to or demand on any Credit Party in any case shall entitle any such Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent and the Lenders to any other or further action in any circumstances without notice or demand

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Miscellaneous. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Amendment, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York. Sections 9.18(b), 9.18(c), 9.18(d), and 9.19 of the Credit Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*, and the parties hereto hereby agree that such provisions shall apply to this Amendment with the same force and effect as if set forth herein in their entirety.

[*The remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

INITIAL BORROWER:

JUS-COM, INC.

By: _____
Name: Michael Palleschi
Title: Chief Executive Officer

HOLDINGS:

FTE NETWORKS, INC.

By: _____
Name: Michael Palleschi
Title: CEO/President

LATERAL JUSCOM FEEDER LLC,
as Administrative Agent

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LATERAL JUSCOM FEEDER LLC,
as a Lender

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LATERAL FTE FEEDER LLC,
as a Lender

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LATERAL U.S. CREDIT OPPORTUNITIES FUND, L.P.,
as a Lender

By: Lateral Credit Opportunities, LLC, its General Partner

By: _____
Richard de Silva, Manager

ANNEX A

REDLINE VERSION OF
CREDIT AGREEMENT AS AMENDED BY AMENDMENT NO. 3

[Attached]

ANNEX B

RESERVED

ANNEX C

CONSENT AND REAFFIRMATION

April 20, 2017

Reference is made to (i) that certain Credit Agreement, dated as of October 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (1) **JUS-COM, INC.**, an Indiana corporation (the "Initial Borrower"), (2) **FTE NETWORKS, INC.**, a Nevada corporation ("Holdings"), (3) the lenders party hereto, and (4) **LATERAL JUSCOM FEEDER LLC**, a Delaware limited liability company, as Administrative Agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and (ii) Amendment No. 3 to Credit Agreement dated as of April 20, 2017 (the "Amendment") among the Initial Borrower, Holdings, the Lenders party thereto, and the Administrative Agent. Capitalized terms used but not otherwise defined in this Consent and Reaffirmation (this "Consent") are used with the meanings attributed thereto in the Amendment.

Each Credit Party hereby consents to the execution, delivery and performance of the Amendment and the Existing Credit Agreement (as modified by the Amendment upon the satisfaction of the conditions set forth in Section 3 of the Amendment) and agrees that each reference to the Existing Credit Agreement in the Loan Documents shall, on and after the Third Amendment Effective Date, be deemed to be a reference to the Existing Credit Agreement as amended by the Amendment on the Third Amendment Effective Date. The Existing Credit Agreement and each of the other Loan Documents, as specifically amended by the Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Credit Parties under the Loan Documents, in each case, as amended by the Amendment. Furthermore, each Credit Party acknowledges that such Credit Party has no offsets or defenses to its obligations under the Loan Documents to which it is a party and no claims or counterclaims against the Administrative Agent or any Lender.

This Consent shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Consent and Reaffirmation as of the date first set forth above.

JUS-COM, INC., an Indiana corporation

By: _____
Name: _____
Title: _____

FTE NETWORKS, INC., a Nevada corporation

By: _____
Name: _____
Title: _____

UBIQ COMMUNICATIONS, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

FOCUS VENTURE PARTNERS, INC., a Nevada corporation

By: _____
Name: _____
Title: _____

FTE HOLDINGS, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

FTE PROPERTIES, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

FOCUS FIBER SOLUTIONS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

FOCUS WIRELESS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

OPTOS CAPITAL PARTNERS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT B-1

FORM OF BENCHMARK ASSUMPTION AGREEMENT

[Attached]

DRAFT: APRIL 14, 2017

BENCHMARK ASSUMPTION AGREEMENT

BENCHMARK ASSUMPTION AGREEMENT dated as of April [●], 2017 (the "Agreement") among (1) **BENCHMARK BUILDERS, INC.**, a New York corporation ("Benchmark"), (2) each other Person composing the Borrower under the below-referenced Credit Agreement, (3) the other Credit Parties, (4) **LATERAL JUSCOM FEEDER LLC** , a Delaware limited liability company, as Administrative Agent (in such capacity, together with its successors in such capacity, the " Administrative Agent"), and (5) the Lenders party to the below referenced Credit Agreement.

RECITALS:

WHEREAS, this Agreement is entered into pursuant to that certain Amendment No. 3 to Credit Agreement dated as of April [●], 2017 (the "Amendment") among (*inter alios*) FTE Networks, Inc., a Nevada corporation ("Holdings"), and the Administrative Agent, that amends that certain Credit Agreement dated as of October 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement (after giving effect to the Amendment) and not otherwise defined herein are used herein as therein defined) among (*inter alios*) Holdings and the Administrative Agent;

WHEREAS, it is a condition subsequent to the effectiveness of the Amendment that Benchmark assume (on a joint and several basis with each other Person composing the Borrower) the Obligations of the Borrower under the Credit Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to execute and deliver the Amendment, and to make the Third Amendment Term Loans contemplated by the Credit Agreement, Benchmark desires to enter into this Agreement in order to satisfy the condition described in the preceding paragraph.

NOW, THEREFORE, in consideration of the foregoing and the other benefits accruing to Benchmark, the receipt and sufficiency of which are hereby acknowledged, Benchmark covenants and agrees with the Administrative Agent and each Lender as follows:

(1) Agreement.

(a) Benchmark hereby acknowledges, agrees and confirms that, by its execution of this Agreement, it shall become a party to the Credit Agreement and the other Loan Documents and it shall be fully bound by, and subject to, and assumes all of the covenants, terms, obligations (including, without limitation, all payment obligations) and conditions of the Credit Agreement and the other Loan Documents applicable to a Person composing the Borrower thereunder as though originally party thereto as the Borrower, and Benchmark shall be deemed a Person composing the Borrower (together with each other Person composing the Borrower under the Credit Agreement) for all purposes of the Credit Agreement from and after the date hereof.

(b) By its signature below, each other Person composing the Borrower, the Lenders and the Administrative Agent hereby agrees and consents to Benchmark becoming bound by, and subject to, the terms and conditions of the Credit Agreement as provided herein, and agrees and acknowledges that Benchmark shall be afforded the benefits of the Borrower under the Credit Agreement, in accordance with the terms and conditions thereof as provided herein, in each case as fully and the same as if Benchmark was originally party thereto as a Person composing the Borrower thereunder.

(c) Benchmark acknowledges and confirms that it has received a copy of the Credit Agreement, the other Loan Documents and all schedules and exhibits thereto and has reviewed and understands all of the terms and provisions thereof.

(2) Effect of this Agreement. Except as expressly provided in this Agreement, the Credit Agreement shall remain in full force and effect, without modification or amendment.

(3) Successors and Assigns; Entire Agreement. This Agreement is binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement, the Credit Agreement and the Loan Documents set forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them. This Agreement is a Loan Document.

(4) Headings and Counterparts. The descriptive headings of this Agreement are for convenience or reference only and do not constitute a part of this Agreement. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, including by way of facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(5) Miscellaneous. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Sections 9.18(b), 9.18(c), 9.18(d), and 9.19 of the Credit Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*, and the parties hereto hereby agree that such provisions shall apply to this Amendment with the same force and effect as if set forth herein in their entirety.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Benchmark, the Lenders the Administrative Agent have executed this Agreement as of the date first written above.

BENCHMARK:

BENCHMARK BUILDERS, INC.

By: _____
Name:
Title:

[Signature Page – Benchmark Assumption Agreement]

ADMINISTRATIVE AGENT:

LATERAL JUSCOM FEEDER LLC,
as Administrative Agent

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LENDER:

LATERAL JUSCOM FEEDER LLC,
as a Lender

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LENDER:

LATERAL FTE FEEDER LLC,
as a Lender

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LENDER:

LATERAL U.S. CREDIT OPPORTUNITIES FUND, L.P.,
as a Lender

By: Lateral Credit Opportunities, LLC, its General Partner

By: _____
Richard de Silva, Manager

AGREED AND CONSENTED TO BY THE PERSONS COMPOSING THE BORROWER AND EACH OTHER CREDIT PARTY:

INITIAL BORROWER: **JUS-COM, INC.**

By: _____
Name:
Title:

HOLDINGS: **FTE NETWORKS, INC.**

By: _____
Name:
Title:

OTHER CREDIT PARTIES: **UBIQ COMMUNICATIONS, LLC**, a Nevada limited liability company

By: _____
Name:
Title:

FOCUS VENTURE PARTNERS, INC., a Nevada corporation

By: _____
Name:
Title:

FTE HOLDINGS, LLC, a Nevada limited liability company

By: _____
Name:
Title:

[FTE PROPERTIES, LLC, a Nevada limited liability company]

By: _____
Name:
Title:

FOCUS FIBER SOLUTIONS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

FOCUS WIRELESS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

OPTOS CAPITAL PARTNERS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT B-2

FORM OF BENCHMARK SUBORDINATION AGREEMENT

[Attached]

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this " Agreement") is entered into as of April 20, 2017, by and among Brian McMahon, a natural person, as a Subordinated Creditor ("McMahon"), Fred Sacramone, a natural person, as a Subordinated Creditor ("Sacramone" and, together with McMahon, the "Initial Subordinated Creditors"), FTE NETWORKS, INC., a Nevada corporation ("Holdings"), each of the subsidiaries of Holdings signatory hereto (such subsidiaries, together with Holdings, the "Companies"), and LATERAL JUSCOM FEEDER LLC, as Senior Agent.

R E C I T A L S

A. The Companies, Senior Agent and Senior Lenders have entered into the Credit Agreement dated a of October 28, 2015 (as the same has been and may further be amended, supplemented or otherwise modified from time to time, the "Senior Credit Agreement") pursuant to which, among other things, Senior Lenders have agreed, subject to the terms and conditions set forth in the Senior Credit Agreement, to make certain loans to Companies named therein. All of the Companies' obligations to Senior Agent and Senior Lenders under the Senior Credit Agreement and the other Senior Debt Documents are secured by liens on and security interests in the Collateral (as hereinafter defined).

B. As an inducement to and as one of the conditions precedent to the agreement of Senior Agent and Senior Lenders to consummate the transactions contemplated by that certain Amendment No. 3 to Credit Agreement dated as of the date hereof (the " Senior Amendment") and to make the Third Amendment Term Loans (as defined therein) thereunder, the proceeds of which are being used, among other purposes, to finance the acquisition of Benchmark Builders, Inc., a New York corporation ("Benchmark"), Senior Agent and Senior Lenders have required the execution and delivery of this Agreement by the Initial Subordinated Creditors and the Companies (including, without limitation, Benchmark via execution of an assumption agreement) in order to set forth the relative rights and priorities of Senior Agent, Senior Lenders and Subordinated Creditors under the Senior Debt Documents and the Subordinated Debt Documents.

NOW, THEREFORE, in order to induce Senior Agent and Senior Lenders to consummate the transactions contemplated by the Senior Amendment and to make the Third Amendment Term Loans (as defined therein) thereunder, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions**. The following terms shall have the following meanings in this Agreement:

"Affiliate" of any Person shall mean (a) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director, manager, member, managing member, general partner or officer (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 5% or more of the Equity Interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for any such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by ownership of Equity Interests, contract or otherwise.

"Bankruptcy Code" shall mean Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Benchmark 18 Month Notes" shall mean each of the Series C Promissory Notes dated as of the date hereof and delivered by Holdings to the Subordinated Creditors in connection with the consummation of the transactions contemplated by the Benchmark Purchase Agreement, together with any notes issued in substitution or exchange thereof.

"Benchmark 24 Month Notes" shall mean each of the Series A Promissory Notes dated as of the date hereof and delivered by Holdings to the Subordinated Creditors pursuant to the Benchmark Purchase Agreement, together with any notes issued in substitution or exchange thereof.

"Benchmark 36 Month Notes" shall mean each of the Series B Promissory Notes dated as of the date hereof and delivered by Holdings to the Subordinated Creditors pursuant to the Benchmark Purchase Agreement, together with any notes issued in substitution or exchange thereof.

"Benchmark Purchase Agreement" shall mean the Stock Purchase Agreement dated as of March 9, 2017, and amended as of April 20, 2017, among Holdings, Benchmark Builders, Inc., a New York corporation ("BBI"), and the stockholders of BBI, including the Subordinated Creditors, as amended, restated, supplemented, or otherwise modified.

"Collateral" shall mean all of the existing or hereafter acquired property, whether real, personal or mixed, of each Company.

"Disposition" shall mean, with respect to any interest in property, the sale, lease, license or other disposition of such interest in such property.

"Distribution" shall mean, with respect to any indebtedness or obligation, (a) any payment or distribution by any Person of cash, securities or other property, by set-off or otherwise, on account of such indebtedness or obligation, or (b) any redemption, purchase or other acquisition of such indebtedness or obligation by any Person.

"Enforcement Action" shall mean (a) except to the extent constituting a Permitted Subordinated Debt Payment, to take from or for the account of any Company or any guarantor of the Subordinated Debt, by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by any Company or any such guarantor with respect to the Subordinated Debt, (b) to initiate or participate with others in any suit, action or proceeding against any Company or any such guarantor to (i) sue for or enforce payment of the whole or any part of the Subordinated Debt, (ii) commence or join with other Persons to commence a Proceeding, or (iii) commence judicial enforcement of any of the rights and remedies under the Subordinated Debt Documents or applicable law with respect to the Subordinated Debt, (c) to accelerate the Subordinated Debt, (d) to take any action to enforce any rights or remedies with respect to the Subordinated Debt, (e) to exercise any put option or to cause any Company or any such guarantor to honor any redemption or mandatory prepayment obligation under any Subordinated Debt Document or (f) to exercise any rights or remedies of a creditor under the Subordinated Debt Documents or applicable law or take any action under the provisions of any state or federal law, including, without limitation, the Uniform Commercial Code, or under any contract or agreement, to enforce, foreclose upon, take possession of or sell any property or assets of any Company or any such guarantor.

"Lateral Loan Documents" shall mean the Senior Credit Agreement and all other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, supplemented or otherwise modified from time to time.

"Monthly Excess Cash Flow" shall mean, for each fiscal month of Holdings, without duplication, the result of (a) the net income of Holdings for such month, plus (b) the sum of (i) depreciation for such month, and (ii) amortization for such month, minus (c) the sum of (i) tax obligations (including a reserve for estimated tax liabilities), capital expenditures and other investments made during such month, (ii) payments made on account of the Senior Debt Documents and equipment financings during such month, and (iii) the amount (to the extent a positive number) by which accounts payable exceeds billed and unbilled accounts receivable as of the end of such month, in each case, determined on a consolidated basis in accordance with generally accepted accounting principles.

"Monthly Excess Cash Flow Amount" shall mean, for any fiscal month of Holdings, an amount equal to (a) 80% of Monthly Excess Cash Flow for such month, minus (b) such amounts such that, immediately after giving effect to any applicable payment on the Benchmark 18 Month Notes or the Benchmark 36 Month Notes, as the case may be, Benchmark has unrestricted cash and cash equivalents of not less than $4,000,000.

"Paid in Full," "Payment in Full," "paid in full" or "payment in full" shall mean, as of any date of determination with respect to the Senior Debt, that: (a) all of such Senior Debt (other than contingent indemnification obligations not yet due and payable or with respect to which a claim has not been asserted has been paid in full in cash), (b) no Person has any further right to obtain any loans or other extensions of credit under the Senior Debt Documents, and (c) any costs, expenses and contingent indemnification obligations which are not yet due and payable but with respect to which a claim has been or may reasonably be expected to be asserted by Senior Agent or a Senior Lender, are backed by standby letters of credit (issued by a bank, and in form and substance, acceptable to Senior Agent) or cash collateralized, in each case in an amount reasonably estimated by Senior Agent to be the amount of costs, expenses and contingent indemnification obligations that may become due and payable.

"Permitted Refinancing" shall mean any refinancing or replacement of the Senior Debt under the Lateral Loan Documents (or any Permitted Refinancing Senior Debt Documents).

"Permitted Refinancing Senior Debt Documents" shall mean any financing documentation which replaces the Lateral Loan Documents (or any Permitted Refinancing Senior Debt Documents) and pursuant to which the Senior Debt under the Lateral Loan Documents (or any Permitted Refinancing Senior Debt Documents) is refinanced or replaced, whether by the same or any other Senior Agent, lender or group of lenders, as such financing documentation may be amended, supplemented or otherwise modified from time to time in compliance with this Agreement.

"Permitted Subordinated Debt Payments" shall mean:

(a) regularly scheduled payments of interest in-kind (and, for purposes of clarification, not in cash) on the Subordinated Debt as set forth in the Benchmark 24 Month Notes and the Benchmark 36 Month Notes, as the case may be, to the extent due and payable on a non-accelerated basis in accordance with the terms of the Subordinated Debt Documents as in effect on the date hereof.

(b) payments made on account of the Benchmark 36 Month Notes; provided, that:

(i) (A) no Senior Default shall have occurred and be continuing or would result therefrom, and (B) the Benchmark 18 Month Notes have been paid in full and have otherwise been retired;

(ii) no payment shall be made more frequently than once per fiscal month; and

(iii) the aggregate principal amount that may be repaid in any instance shall not exceed the Monthly Excess Cash Flow Amount for the fiscal month most recently ended prior to the repayment date for which financial statements, and supporting calculations supporting the calculation of the Monthly Excess Cash Flow Amount, have been delivered to and approved by the Senior Agent.

(c) payments made on account of the Benchmark 36 Month Notes; provided, that:

(i) (A) no Senior Default shall have occurred and be continuing or would result therefrom, and (B) the Benchmark 18 Month Notes have been paid in full and have otherwise been retired; and

(ii) any such payment (A) shall be made solely from the identifiable net cash proceeds of an offering of equity securities of Holdings or any subsidiary thereof (and (I) if such proceeds represent proceeds from an offering of convertible debt securities, the issuance of such convertible debt securities is permitted in accordance with the Senior Debt Documents as in effect from time to time and (II) in the case of any offering of equity securities by a subsidiary of Holdings, solely to the extent representing net cash proceeds received from a Person other than Holdings or another subsidiary of Holdings), and (B) shall not exceed an amount equal to 80% of such net cash proceeds.

(d) payment at the stated maturity date of the Benchmark 24 Month Notes and the Benchmark 36 Month Notes (each as in effect on the date hereof), provided, that, no Senior Default shall have occurred and be continuing or would result therefrom.

"Person" shall mean any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

"Proceeding" shall mean any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

"Senior Agent" shall mean Lateral Juscom Feeder LLC, as agent for the Senior Lenders, or any other Person appointed by the holders of the Senior Debt as administrative agent for purposes of the Senior Debt Documents and this Agreement.

"Senior Amendment" shall have the meaning set forth in the recitals hereto.

"Senior Credit Agreement" shall have the meaning set forth in the recitals hereto.

"Senior Debt" shall mean all obligations, liabilities and indebtedness of every nature of the Companies from time to time owed to Senior Agent or any Senior Lender under the Senior Debt Documents, including, without limitation, the principal amount of all debts, claims and indebtedness, accrued and unpaid interest and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable, whether before or after the filing of a Proceeding under the Bankruptcy Code together with any interest, fees, costs and expenses accruing thereon after the commencement of a Proceeding, without regard to whether or not such interest, fees, costs and expenses are allowed; provided, however, that the aggregate principal amount of borrowed money constituting Senior Debt shall not exceed an amount equal to (1) $30,500,000 minus (2) other than any payments received in connection with a Permitted Refinancing, principal payments received by the Senior Lenders in respect of the borrowed money constituting Senior Debt (such limitation to exclude any fees or interest paid-in-kind or otherwise accreted to the principal amount of loans outstanding under the Senior Debt Documents). Senior Debt shall be considered to be outstanding whenever any loan commitment under the Senior Debt Document is outstanding.

"Senior Debt Documents" shall mean the Lateral Loan Documents and, after the consummation of any Permitted Refinancing, the Permitted Refinancing Senior Debt Documents.

"Senior Default" shall mean any "Default" or "Event of Default" under the Senior Debt Documents.

"Senior Lenders" shall mean the holders of the Senior Debt.

"Senior Secured Parties" shall mean Senior Agent and Senior Lenders.

"Subordinated Creditor" shall mean each Initial Subordinated Creditor and each other holder of Subordinated Debt.

"Subordinated Debt" shall mean all of the obligations of the Companies to Subordinated Creditors evidenced by or incurred pursuant to the Subordinated Debt Documents.

"Subordinated Debt Documents" shall mean the Benchmark 24 Month Notes, the Benchmark 36 Month Notes, any guaranty with respect to the Subordinated Debt, and all other documents, agreements and instruments now existing or hereinafter entered into in connection with Benchmark 24 Month Notes and Benchmark 36 Month Notes.

2. **Subordination**.

2.1. Subordination of Subordinated Debt to Senior Debt. Each Company covenants and agrees, and each Subordinated Creditor likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Debt Documents, that the payment of any and all of the Subordinated Debt shall be subordinate and subject in right and time of payment, to the extent (including giving effect to subsection 2.3 hereof) and in the manner hereinafter set forth, to the prior payment in full of the Senior Debt. Each holder of Senior Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt in reliance upon the provisions contained in this Agreement.

2.2. Liquidation, Dissolution, Bankruptcy. In the event of any Proceeding involving any Company:

(a) All Senior Debt shall first be paid in full before any Distribution, whether in cash, securities or other property, shall be made to Subordinated Creditors on account of any Subordinated Debt.

(b) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Debt shall be paid or delivered directly to Senior Agent (to be held and/or applied by Senior Agent in accordance with the terms of the Senior Debt Documents) until all Senior Debt is paid in full. Subordinated Creditors irrevocably authorize, empower and direct any debtor, debtor in possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to Senior Agent. Subordinated Creditors also irrevocably authorize and empower Senior Agent, in the name of Subordinated Creditors, to demand, sue for, collect and receive any and all such Distributions.

(c) Each Subordinated Creditor agrees to execute, verify, deliver and file any proofs of claim in respect of the Subordinated Debt requested by Senior Agent in connection with any such Proceeding and hereby irrevocably authorizes, empowers and appoints Senior Agent its agent and attorney-in-fact to (i) execute, verify, deliver and file such proofs of claim upon the failure of such Subordinated Creditor promptly to do so prior to 30 days before the expiration of the time to file any such proof of claim and (ii) vote such claim in any such Proceeding upon the failure of such Subordinated Creditor to do so prior to 15 days before the expiration of the time to vote any such claim; provided, Senior Agent shall have no obligation to execute, verify, deliver, file and/or vote any such proof of claim. In the event that Senior Agent votes any claim in accordance with the authority granted hereby, Subordinated Creditors shall not be entitled to change or withdraw such vote.

(d) Each Subordinated Creditor agrees that it will consent to, and not object to or oppose any use of cash collateral consented to by Senior Agent or any financing provided by any Senior Lender to any Company (or any financing provided by any other Person consented to by Senior Agent) (collectively, "DIP Financing") on such terms and conditions as Senior Agent, in its sole discretion, may decide. In connection therewith, any Company may grant to Senior Agent and Senior Lenders or such other lender, as applicable, liens and security interests upon all of the property of such Company, which liens and security interests (i) shall secure payment of all Senior Debt (whether such Senior Debt arose prior to the commencement of any Proceeding or at any time thereafter) and all other financing provided by any Senior Lender or consented to by Senior Agent during the Proceeding and (ii) shall be superior in priority to the liens and security interests, if any, in favor of Subordinated Creditors on the property of such Company. If, in connection with any cash collateral use or DIP Financing, any liens and security interests on the Collateral held by Senior Agent are subject to a surcharge or are subordinated to an administrative priority claim, a professional fee "carve out," or fees owed to the United States Trustee, then the liens on the Collateral of Subordinated Creditors, if any, shall also be subordinated to such interest or claim and shall remain subordinated to the liens and security interests on the Collateral of Senior Agent consistent with this Agreement. Each Subordinated Creditor agrees that it will consent to, and not object to or oppose, a sale or other disposition of any property securing all or any part of any Senior Debt free and clear of security interests, liens or other claims of Subordinated Creditors under the Bankruptcy Code, including Sections 363, 365 and 1129 of the Bankruptcy Code, if Senior Agent has consented to such sale or disposition. Each Subordinated Creditor agrees not to assert any right it may have in any Proceeding arising from any Company's use, sale or other disposition of Collateral and agrees that it will not seek (or support any other Person seeking) to have any stay, whether automatic or otherwise, lifted with respect to any Collateral without the prior written consent of Senior Agent. Each Subordinated Creditor agrees that it will not, and will not permit, any of its Affiliates to, directly or indirectly provide, participate in or otherwise support, any financing in a Proceeding to any Company without the prior written consent of Senior Agent. No Subordinated Creditor will object to or oppose any adequate protection sought by Senior Agent or any Senior Lender or object to or oppose any motion by Senior Agent to lift the automatic stay or any other stay in any Proceeding. No Subordinated Creditor will seek or assert any right it may have for adequate protection of its interest in any Collateral, if any. Each Subordinated Creditor waives any claim it may now or hereafter have arising out of Senior Agent's or Senior Lenders' election, in any Proceeding, of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by any Company, as debtor in possession. Each Subordinated Creditor further agrees that it shall not, without Senior Agent's prior written consent, commence or continue any Proceeding, propose any plan of reorganization, arrangement or proposal or file any motion, pleading or material in support of any motion or plan of reorganization, arrangement or proposal that would impair the rights of the Senior Lenders, is in conflict with the terms of this Agreement, or is opposed by Senior Lenders or Senior Agent, or oppose any plan of reorganization or liquidation supported by Senior Agent.

(e) The Senior Debt shall continue to be treated as Senior Debt and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Lenders and Subordinated Creditors even if all or part of the Senior Debt or the security interests securing the Senior Debt are subordinated, set aside, avoided, invalidated or disallowed in connection with any such Proceeding.

(f) Any claim that the Subordinated Creditors have by reason of Section 507(b) of the Bankruptcy Code, if any, may be satisfied under a plan of reorganization with cash, securities or other property, having a value, as of the effect date of such plan, equal to the allowed amount of such claim under Section 507(b).

2.3. Subordinated Debt Payment Restrictions. Notwithstanding the terms of the Subordinated Debt Documents, each Company hereby agrees that it may not make, and each Subordinated Creditor hereby agrees that it will not accept, any Distribution with respect to the Subordinated Debt until the Senior Debt is paid in full other than, subject to the terms of subsection 2.2 of this Agreement, Permitted Subordinated Debt Payments.

2.4. Subordinated Debt Standstill Provisions. Until the Senior Debt is paid in full, no Subordinated Creditor shall, without the prior written consent of Senior Agent, take any Enforcement Action with respect to the Subordinated Debt or under the Subordinated Debt Documents; provided, however, the Subordinated Creditors may, in accordance with the terms and conditions of the Benchmark 24 Month Notes (as in effect on the date hereof), elect to convert such note into common equity securities of Holdings. Any Distributions or other proceeds of any Enforcement Action obtained by any Subordinated Creditor shall in any event be held in trust by it for the benefit of Senior Agent and Senior Lenders and promptly paid or delivered to Senior Agent for the benefit of Senior Lenders in the form received until the Senior Debt is paid in full.

2.5. Incorrect Payments. If any Distribution on account of the Subordinated Debt not permitted to be made by a Company or accepted by a Subordinated Creditor under this Agreement is knowingly received by any Subordinated Creditor, such Distribution shall not be commingled with any of the assets of such Subordinated Creditor, shall be held in trust by such Subordinated Creditor for the benefit of Senior Secured Parties and shall be promptly paid over to Senior Agent for application (in accordance with the Senior Debt Documents) to the payment of the Senior Debt then remaining unpaid, until all of the Senior Debt is paid in full.

2.6. Subordination of Liens and Security Interests; Agreement Not to Contest; Sale of Collateral; Release of Liens. Until the Senior Debt has been paid in full, any liens and security interests of Subordinated Creditors in the Collateral, if any, which may exist shall be and hereby are subordinated for all purposes and in all respects to the liens and security interests of Senior Agent and Senior Lenders in the Collateral, regardless of the time, manner or order of perfection of any such liens and security interests and regardless of the validity, perfection or enforceability of such liens and security interests of Senior Agent. Each Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Debt, the Senior Debt Documents, or the liens and security interests of Senior Agent and Senior Lenders in the Collateral securing the Senior Debt. In the event that a Company desires to sell, lease, license or otherwise dispose of any interest in any of the Collateral (including the equity interests of a Company) and Senior Agent consents to such Disposition, each Subordinated Creditor shall be deemed to have consented to such Disposition and such Disposition shall be free and clear of any liens and security interests of Subordinated Creditors in such Collateral, if any (and if such Disposition involves the equity interests of a Company, each Subordinated Creditor shall release such Company from any guaranty or other obligation owing to Subordinated Creditors), and any purchaser of any Collateral may rely on this Agreement as evidence of each Subordinated Creditor's consent to such Disposition and that such Disposition is free and clear of any liens and security interests of such Subordinated Creditor in such Collateral, if any (and if such Disposition involves the equity interests of a Company, that such Company is released from any guaranty or other obligation owing to Subordinated Creditors). Each Subordinated Creditor shall (or shall cause its agent) to promptly execute and deliver to Senior Agent such termination statements and releases as Senior Agent shall request to effect the release of the liens and security interests of Subordinated Creditors in such Collateral, if any, in accordance with this subsection 2.6. In furtherance of the foregoing, each Subordinated Creditor hereby irrevocably appoints Senior Agent its attorney-in-fact, with full authority in the place and stead of such Subordinated Creditor and in the name of such Subordinated Creditor or otherwise, to execute and deliver any document or instrument which such Subordinated Creditor may be required to deliver pursuant to this subsection 2.6.

2.7. Sale, Transfer or other Disposition of Subordinated Debt.

(a) No Subordinated Creditor shall sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Debt or any Subordinated Debt Document: (i) without giving prior written notice of such action to Senior Agent, and (ii) unless, prior to the consummation of any such action, the transferee thereof shall execute and deliver to Senior Agent an agreement joining such transferee as a party to this Agreement as a Subordinated Creditor or an agreement substantially identical to this Agreement, providing for the continued subordination of the Subordinated Debt to the Senior Debt as provided herein and for the continued effectiveness of all of the rights of Senior Agent and Senior Lenders arising under this Agreement.

(b) Notwithstanding the failure of any transferee to execute or deliver an agreement substantially identical to this Agreement, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Debt, and the terms of this Agreement shall be binding upon the successors and assigns of any Subordinated Creditor, as provided in Section 9 hereof.

2.8. Legends. Until the termination of this Agreement in accordance with Section 15 hereof, each Subordinated Creditor will cause to be clearly, conspicuously and prominently inserted on the face of the Subordinated Note and any other Subordinated Debt Document, as well as any renewals or replacements thereof, the following legend:

"This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of April 20, 2017 among (*inter alios*) Brian McMahon, a natural person, as an Initial Subordinated Creditor, Fred Sacramone, a natural person, as an Initial Subordinated Creditor, FTE NETWORKS, INC., a Nevada corporation ("Holdings"), and LATERAL JUSCOM FEEDER LLC, as Senior Agent, to the indebtedness (including interest) owed by Holdings and its subsidiaries, pursuant to that certain Credit Agreement dated as of October 28, 2015 among the Holdings, its subsidiaries party thereto, Senior Agent and the lenders from time to time party thereto (the "Senior Credit Agreement") and the other Senior Debt Documents (as defined in the Subordination Agreement), as such Senior Credit Agreement and other Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement."

2.9. Obligations Hereunder Not Affected. All rights and interest of Senior Secured Parties hereunder, and all agreements and obligations of Subordinated Creditors and Companies hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any document evidencing any of the Senior Debt;

(b) any change in the time, manner or place of payment of, or any other term of, all or any of the Senior Debt, or any other permitted amendment or waiver of or any release or consent to departure from any of the Senior Debt Documents;

(c) any exchange, subordination, release or non-perfection of any collateral for all or any of the Senior Debt;

(d) any failure of any Senior Secured Party to assert any claim or to enforce any right or remedy against any other party hereto under the provisions of this Agreement or any Senior Debt Document other than this Agreement;

(e) any reduction, limitation, impairment or termination of the Senior Debt for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Companies and Subordinated Creditors hereby waive any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, nongenuiness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Debt; and

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Companies in respect of the Senior Debt or Subordinated Creditors in respect of this Agreement.

Each Subordinated Creditor acknowledges and agrees that Senior Secured Parties may in accordance with the terms of the Senior Debt Documents, without notice or demand and without affecting or impairing such Subordinated Creditor's obligations hereunder, (i) modify the Senior Debt Documents; (ii) take or hold security for the payment of the Senior Debt and exchange, enforce, foreclose upon, waive and release any such security; (iii) apply such security and direct the order or manner of sale thereof as Senior Agent and Senior Lenders in their sole discretion, may determine; (iv) release and substitute one or more endorsers, warrantors, borrowers or other obligors; and (v) exercise or refrain from exercising any rights against any Company or any other Person. The Senior Debt shall continue to be treated as Senior Debt and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Secured Parties and Subordinated Creditors even if all or part of the Senior Debt or the security interests securing the Senior Debt are subordinated, set aside, avoided, invalidated or disallowed.

2.10. Marshaling. Each Subordinated Creditor hereby waives any rights it may have under applicable law to assert the doctrine of marshaling or to otherwise require any Senior Secured Party to marshal any property of any Company or of any guarantor or other obligor of the Senior Debt for the benefit of any Subordinated Creditor.

2.11. Application of Proceeds from Sale or other Disposition of the Collateral. In the event of any Disposition (including a casualty loss or taking through eminent domain) of the Collateral, the proceeds resulting therefrom (including insurance proceeds) shall be applied to the Senior Debt in the order and manner set forth in the Senior Debt Documents until such time as the Senior Debt is Paid in Full.

2.12. Rights Relating to Senior Agent's Actions with respect to the Collateral. Each Subordinated Creditor hereby waives, to the extent permitted by applicable law, any rights which it may have to enjoin or otherwise obtain a judicial or administrative order preventing Senior Secured Parties from taking, or refraining from taking, any action with respect to all or any part of the Collateral. Without limitation of the foregoing, each Subordinated Creditor hereby agrees (a) that it has no right to direct or object to the manner in which a Senior Secured Party applies the proceeds of the Collateral resulting from the exercise by Senior Secured Parties of rights and remedies under the Senior Debt Documents to the Senior Debt, (b) that it waives any right to object to any action or inaction by any Senior Secured Party with respect to exercising its rights or remedies under the Senior Debt Documents or with respect to the Collateral (including in connection with any foreclosure or enforcement of liens in respect of Collateral), if any, and (c) no Senior Secured Party has assumed any obligation to act as the agent for any Subordinated Creditor with respect to the Collateral. No Subordinated Creditor shall object to any proposed retention or acceptance of Collateral by a Senior Secured Party in full or partial satisfaction of such Senior Secured Party's Senior Debt and agrees that any such retention or acceptance by a Senior Secured Party shall be free and clear of Subordinated Creditors' security interests and liens, if any.

2.13. Insurance Proceeds. Until the Senior Debt has been Paid in Full, Senior Agent shall have the sole and exclusive right, as against Subordinated Creditors, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of such Collateral. All proceeds of such insurance shall inure to Senior Secured Parties, to the extent of the Senior Debt, and each Subordinated Creditor shall cooperate (if necessary) in a reasonable manner in effecting the payment of insurance proceeds to the holders of Senior Debt (or any representative thereof). In the event the requisite holders of Senior Debt (or any representative thereof), in their or its sole discretion or pursuant to agreement with any Company, permits such Company to utilize the proceeds of insurance, the consent of the holders of Senior Debt (or any representative thereof) shall be deemed to include the consent of each Subordinated Creditor.

3. **Modifications**.

3.1. Modifications to Senior Debt Documents. Senior Lenders may at any time and from time to time without the consent of or notice to Subordinated Creditors, without incurring liability to Subordinated Creditors and without impairing or releasing the obligations of Subordinated Creditors under this Agreement, change the manner or place of payment or extend the time of payment of or renew or alter any of the terms of the Senior Debt, or amend in any manner any agreement, note, guaranty or other instrument evidencing or securing or otherwise relating to the Senior Debt.

3.2. Modifications to Subordinated Debt Documents. Until the Senior Debt has been paid in full, and notwithstanding anything to the contrary contained in the Subordinated Debt Documents, Subordinated Creditors shall not, without the prior written consent of Senior Agent, (a) amend, modify or supplement the Subordinated Debt Documents, (b) take any liens or security interests in any assets of any Company or any of its subsidiaries or any other assets securing the Senior Debt or (c) obtain any guaranties or credit support from any Person in respect of the Subordinated Debt.

4. **Representations and Warranties**.

4.1. Representations and Warranties of Subordinated Creditors. Each Subordinated Creditor hereby represents and warrants to Senior Agent and Senior Lenders that as of the date hereof: (a) such Subordinated Creditor has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action; (b) the execution of this Agreement by such Subordinated Creditor will not violate or conflict with any material agreement binding upon such Subordinated Creditor or any law, regulation or order or require any consent or approval which has not been obtained; (c) this Agreement is the legal, valid and binding obligation of each Subordinated Creditor, enforceable against each Subordinated Creditor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles; and (e) Subordinated Creditors are the sole owners, beneficially and of record, of the Subordinated Debt Documents and the Subordinated Debt.

4.2. Representations and Warranties of Senior Agent. Senior Agent hereby represents and warrants to Subordinated Creditors that as of the date hereof: (a) Senior Agent is a limited liability company duly formed and validly existing under the laws of the State of Delaware; (b) Senior Agent has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action; (c) the execution of this Agreement by Senior Agent will not violate or conflict with the organizational documents of Senior Agent, any material agreement binding upon Senior Agent or any law, regulation or order or require any consent or approval which has not been obtained; and (d) this Agreement is the legal, valid and binding obligation of Senior Agent, enforceable against Senior Agent in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles.

5. **Subrogation; Recovery**. Subject to the payment in full of the Senior Debt, Subordinated Creditors shall be subrogated to the rights of Senior Agent and Senior Lenders to receive Distributions with respect to the Senior Debt until the Subordinated Debt is paid in full. If Senior Agent or any Senior Lender is required to disgorge any proceeds of Collateral, payment or other amount received by such Person (whether because such proceeds, payment or other amount is invalidated, declared to be fraudulent or preferential or otherwise) or turn over or otherwise pay any amount (a "Recovery") to the estate or to any creditor or representative of a Company or any other Person, then the Senior Debt shall be reinstated (to the extent of such Recovery) as if such Senior Debt had never been paid and to the extent any Subordinated Creditor has received proceeds, payments or other amounts to which such Subordinated Creditor would not have been entitled under this Agreement had such reinstatement occurred prior to receipt of such proceeds, payments or other amounts, such Subordinated Creditor shall turn over such proceeds, payments or other amounts to Senior Agent for reapplication to the Senior Debt. A Distribution made pursuant to this Agreement to Senior Agent or Senior Lenders which otherwise would have been made to Subordinated Creditors is not, as between the Companies and Subordinated Creditors, a payment by the Companies to or on account of the Senior Debt.

6. **Modification**. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by Senior Agent and each Subordinated Creditor, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on any party hereto in any event not specifically required hereunder shall not entitle the party receiving such notice or demand to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

7. **Further Assurances**. Each party to this Agreement promptly will execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other party hereto that may be necessary or desirable in order to effect fully the purposes of this Agreement.

8. **Notices**. Unless otherwise specifically provided herein, any notice delivered under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served, facsimile or sent by overnight courier service or certified or registered United States mail and shall be deemed to have been given (a) if delivered in person, when delivered; (b) if delivered by facsimile, on the date of transmission if transmitted on a business day before 5:00 p.m. (New York time) or, if not, on the next succeeding business day; (c) if delivered by overnight courier, one business day after delivery to such courier properly addressed; or (d) if by United States mail, three business days after deposit in the United States mail, postage prepaid and properly addressed.

Notices shall be addressed as follows:

If to any Subordinated Creditor:

c/o Fred Sacramone
34 Haas Road
Basking Ridge, New Jersey 07920

With a copy to:

Pryor Cashman LLP
7 Times Square
New York, New York 10036
Attention: Eric M. Hellige, Esq.
Facsimile: 212.798.6380

If to a Company:

c/o FTE Networks, Inc.
999 Vanderbilt Beach Road, Suite 601
Naples, Florida 34109
Attention: Michael Palleschi, Chief Executive Officer
Facsimile: 877.781.2583

With a copy to:

K&L Gates LLP
200 S. Biscayne Blvd., Suite 3900
Miami, Florida 33131
Attention: Clayton E. Parker, Esq.
Facsimile: 305.358.7095

If to Senior Agent or Senior Lenders:

LATERAL JUSCOM FEEDER LLC
1825 South Grant Street, Suite 210
San Mateo, California 94402
Attention: Patrick Feeney

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section 8.

9. **Successors and Assigns; Permitted Refinancing**. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Senior Agent, Senior Lenders, Subordinated Creditors and the Companies. To the extent permitted under the Senior Debt Documents, Senior Lenders may, from time to time, without notice to Subordinated Creditors, assign or transfer any or all of the Senior Debt or any interest therein to any Person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Debt shall, subject to the terms hereof, be and remain Senior Debt for purposes of this Agreement, and every permitted assignee or transferee of any of the Senior Debt or of any interest therein shall, to the extent of the interest of such permitted assignee or transferee in the Senior Debt, be entitled to rely upon and be the third party beneficiary of the subordination provided under this Agreement and shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto. Each Subordinated Creditor agrees that any party that consummates a Permitted Refinancing may rely on and enforce this Agreement. Each Subordinated Creditor further agrees that it will, at the request of Senior Agent, enter into an agreement, in the form of this Agreement, mutatis mutandis, with the party that consummates the Permitted Refinancing; provided, that the failure of any Subordinated Creditor to execute such an agreement shall not affect such party's right to rely on and enforce the terms of this Agreement.

10. **Relative Rights**. This Agreement shall define the relative rights of Senior Secured Parties and Subordinated Creditors. Nothing in this Agreement shall (a) impair, as among the Companies and Senior Secured Parties and as between the Companies and Subordinated Creditors, the obligation of the Companies with respect to the payment of the Senior Debt and the Subordinated Debt in accordance with their respective terms or (b) affect the relative rights of Senior Secured Parties or Subordinated Creditors with respect to any other creditors of any Company.

11. **Conflict**. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Subordinated Debt Documents, the provisions of this Agreement shall control and govern.

12. **Headings**. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

13. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. **Severability**. In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

15. **Continuation of Subordination; Termination of Agreement** . This Agreement shall be applicable both before and after the commencement of any Proceeding and all converted or succeeding cases in respect thereof. Accordingly, the provisions of this Agreement are intended to be and shall be enforceable as a subordination agreement within the meaning of Section 510 of the Bankruptcy Code. This Agreement shall remain in full force and effect until the payment in full of the Senior Debt after which this Agreement shall terminate without further action on the part of the parties hereto; provided, that if any payment is, subsequent to such termination, recovered from any holder of Senior Debt, this Agreement shall be reinstated; provided, further that a Permitted Refinancing shall not be deemed to be payment in full of the Senior Debt.

16. **APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

17. **CONSENT TO JURISDICTION**. EACH SUBORDINATED CREDITOR AND EACH COMPANY HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE, COUNTY AND CITY OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO SENIOR AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH SUBORDINATED CREDITOR AND EACH COMPANY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH SUBORDINATED CREDITOR AND EACH COMPANY HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH SUBORDINATED CREDITOR OR SUCH COMPANY AT ITS RESPECTIVE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE 10 DAYS AFTER THE SAME HAS BEEN POSTED.

18. **WAIVER OF JURY TRIAL**. EACH SUBORDINATED CREDITOR, EACH COMPANY AND SENIOR AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE SUBORDINATED DEBT DOCUMENTS OR ANY OF THE SENIOR DEBT DOCUMENTS. EACH SUBORDINATED CREDITOR, EACH COMPANY AND SENIOR AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE SENIOR DEBT DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH SUBORDINATED CREDITOR, EACH COMPANY AND SENIOR AGENT WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

19. Additional Company. Holdings shall cause any Person that becomes a Credit Party (as defined in the Senior Credit Agreement) to execute a joinder (in form and substance satisfactory to Senior Agent) to this Agreement to bind such Person to this Agreement as a Company.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Initial Subordinated Creditors, the Companies and Senior Agent have caused this Agreement to be executed as of the date first above written.

COMPANIES:

JUS-COM, INC., an Indiana corporation

By: _____
Name: _____
Title: _____

FTE NETWORKS, INC., a Nevada corporation

By: _____
Name: _____
Title: _____

UBIQ COMMUNICATIONS, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

FOCUS VENTURE PARTNERS, INC., a Nevada corporation

By: _____
Name: _____
Title: _____

FTE HOLDINGS, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

FTE PROPERTIES, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

FOCUS FIBER SOLUTIONS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

FOCUS WIRELESS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

OPTOS CAPITAL PARTNERS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

CROSSLAYER, INC.

By: _____
Name: _____
Title: _____

SENIOR AGENT:

LATERAL JUSCOM FEEDER LLC,
as Senior Agent

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

[Signature Page – Subordination and Intercreditor Agreement]
[FTE Networks, Inc.]

INITIAL SUBORDINATED CREDITOR:

Brian McMahon

INITIAL SUBORDINATED CREDITOR:

Fred Sacramone

EXHIBIT H-1

FORM OF HOLDINGS ASSUMPTION AGREEMENT

[Attached]

EXECUTION VERSION

HOLDINGS ASSUMPTION AGREEMENT

HOLDINGS ASSUMPTION AGREEMENT dated as of April 20, 2017 (the "Agreement") among (1) **FTE NETWORKS, INC.**, a Nevada corporation ("Holdings"), (2) **JUS-COM, INC.**, an Indiana corporation (the "Initial Borrower"), (3) the other Credit Parties, (4) **LATERAL JUSCOM FEEDER LLC** , a Delaware limited liability company, as Administrative Agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), and (5) the Lenders party to the below referenced Credit Agreement.

RECITALS:

WHEREAS, this Agreement is entered into pursuant to that certain Amendment No. 3 to Credit Agreement dated as of April 20, 2017 (the "Amendment") among (*inter alios*) Holdings, the Initial Borrower and the Administrative Agent, that amends that certain Credit Agreement dated as of October 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement (after giving effect to the Amendment) and not otherwise defined herein are used herein as therein defined) among (*inter alios*) Holdings, the Initial Borrower and the Administrative Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of October 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among (*inter alios*) Holdings and the Administrative Agent, Holdings (1) guaranteed the payment and performance of all Obligations of the Initial Borrower under the Credit Agreement and the other Loan Documents to which the Initial Borrower is a party and (2) granted Liens in favor of the Administrative Agent in all or substantially all of its assets to secure its Obligations under the Credit Agreement, the Security Agreement and each other Loan Document to which it is a party;

WHEREAS, it is a condition precedent to the effectiveness of the Amendment that Holdings assume (on a joint and several basis with the Initial Borrower) the Obligations of the Initial Borrower, as "Borrower", under the Credit Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to execute and deliver the Amendment, and to make the Third Amendment Term Loans contemplated by the Credit Agreement, Holdings desires to enter into this Agreement in order to satisfy the condition described in the preceding paragraph.

NOW, THEREFORE, in consideration of the foregoing and the other benefits accruing to Holdings, the receipt and sufficiency of which are hereby acknowledged, Holdings covenants and agrees with the Administrative Agent and each Lender as follows:

(1) Agreement.

(a) Holdings hereby acknowledges, agrees and confirms that, by its execution of this Agreement, it shall be fully bound by, and subject to, and assumes all of the covenants, terms, obligations (including, without limitation, all payment obligations) and conditions of the Credit Agreement and the other Loan Documents applicable to a Person composing the Borrower thereunder as though originally party thereto as the Borrower, and Holdings shall be deemed a Person composing the Borrower (together with each other Person composing the Borrower under the Credit Agreement) for all purposes of the Credit Agreement from and after the date hereof.

(b) By its signature below, each other Person composing the Borrower, the Lenders and the Administrative Agent hereby agrees and consents to Holdings becoming bound by, and subject to, the terms and conditions of the Credit Agreement as provided herein, and agrees and acknowledges that Holdings shall be afforded the benefits of the Borrower under the Credit Agreement, in accordance with the terms and conditions thereof as provided herein, in each case as fully and the same as if Holdings was originally party thereto as a Person composing the Borrower thereunder.

(c) Holdings acknowledges and confirms that it has received a copy of the Credit Agreement, the other Loan Documents and all schedules and exhibits thereto and has reviewed and understands all of the terms and provisions thereof.

(2) Effect of this Agreement. Except as expressly provided in this Agreement, the Credit Agreement shall remain in full force and effect, without modification or amendment.

(3) Successors and Assigns; Entire Agreement. This Agreement is binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement, the Credit Agreement and the Loan Documents set forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them. This Agreement is a Loan Document.

(4) Headings and Counterparts. The descriptive headings of this Agreement are for convenience or reference only and do not constitute a part of this Agreement. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, including by way of facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(5) Miscellaneous. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Sections 9.18(b), 9.18(c), 9.18(d), and 9.19 of the Credit Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*, and the parties hereto hereby agree that such provisions shall apply to this Amendment with the same force and effect as if set forth herein in their entirety.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Holdings, the Lenders the Administrative Agent have executed this Agreement as of the date first written above.

HOLDINGS:

FTE NETWORKS, INC.

By: _____
Name:
Title:

[Signature Page – Holdings Assumption Agreement]

ADMINISTRATIVE AGENT:

LATERAL JUSCOM FEEDER LLC,
as Administrative Agent

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LENDER:

LATERAL JUSCOM FEEDER LLC,
as a Lender

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LENDER:

LATERAL FTE FEEDER LLC,
as a Lender

By: Lateral Global Investors, LLC, its Manager

By: _____
Richard de Silva, Manager

LENDER:

LATERAL U.S. CREDIT OPPORTUNITIES FUND, L.P., as a Lender

By: Lateral Credit Opportunities, LLC, its General Partner

By: _____
Richard de Silva, Manager

AGREED AND CONSENTED TO BY THE PERSONS COMPOSING THE BORROWER:

INITIAL BORROWER: **JUS-COM, INC.**

By: _____
Name:
Title:

OTHER CREDIT PARTIES: **UBIQ COMMUNICATIONS, LLC**, a Nevada limited liability company

By: _____
Name:
Title:

FOCUS VENTURE PARTNERS, INC., a Nevada corporation

By: _____
Name:
Title:

FTE HOLDINGS, LLC, a Nevada limited liability company

By: _____
Name:
Title:

[FTE PROPERTIES, LLC, a Nevada limited liability company]

By: _____
Name:
Title:

FOCUS FIBER SOLUTIONS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

FOCUS WIRELESS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

OPTOS CAPITAL PARTNERS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT P-1

FORM OF PERFECTION CERTIFICATE

[Attached]

PERFECTION CERTIFICATE

April [●], 2017

Reference hereby is made to that certain Credit Agreement dated as of October 28, 2015 (the "**Credit Agreement**") among, *inter alios*, the below referenced Company, and Lateral Juscom Feeder LLC, as administrative agent (the "**Administrative Agent**"). Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement

The undersigned, the [●] of [●] (the "**Company**"), hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(1) NAMES OF THE COMPANY

(A) The name of the Company as it appears in its current Organizational Documents is:_____.

(B) The federal employer identification number of the Company is:_____.

(C) The Company is formed under the laws of the State of _____.

(D) The organizational identification number of the Company is: _____.

(E) The Company is duly qualified to transact business as a foreign entity in the following jurisdictions (list jurisdictions other than jurisdiction of formation):_____.

(F) The Company has not changed its jurisdiction of organization or incorporation at any time since the Closing Date (or, in the case of Benchmark, in the five years prior to the date hereof).

(G) Other than the Benchmark Acquisition, the Company has not been a party to an acquisition of all or substantially all of the assets of any Person, or otherwise consummated a merger, amalgamation or other similar transaction at any time during the five years prior to the date hereof.

(2) SUBSIDIARIES OF THE COMPANY.

(A) The legal name (and, in the case of Benchmark, each tradename used in the last five years), federal employer identification number and organizational identification number of each subsidiary of the Company is as follows.

Name	Fed. Employer ID No.	Organizational ID No.

(B) The following is a list of the respective jurisdictions of formation of each subsidiary of the Company:

Name	Jurisdiction

(C) No subsidiary of the Company has changed its jurisdiction of organization or incorporation at any time since the Closing Date (or, in the case of Benchmark, in the five years prior to the date hereof).

(D) Schedule A hereto is a true and correct organizational chart of the Company and its subsidiaries.

(3) LOCATIONS OF COMPANY AND ITS SUBSIDIARIES

(A) The chief executive offices of the Company and its subsidiaries are presently located at the following addresses:

Company/Subsidiary	Complete Street and Mailing Address, including County and Zip Code

(B) The Company's books and records and those of its subsidiaries are located at the following additional addresses (if different from the above):

Company/Subsidiary	Complete Street and Mailing Address, including County and Zip Code

(C) The following are all the locations where the Company and its subsidiaries own, lease, or occupy any real property (and, in the case of Benchmark, the address of any chief executive office in the last five years) (if different from the above) :

Company/Subsidiary	Complete Street and Mailing Address, including County and Zip Code

(4) SPECIAL TYPES OF COLLATERAL

(A) The Company and its subsidiaries own (or have rights in) the following kinds of assets. (If the answer is "Yes" to any of the following questions, Schedule B hereto describes each such asset owned by the Company or its subsidiaries and identifying which party owns the asset

Copyrights or copyright applications	Yes [ ] No [ ]
Patents and patent applications	Yes [ ] No [ ]
Trademarks or trademark applications (including any service marks, collective marks and certification marks	Yes [ ] No [ ]
Stocks, bonds or other securities	Yes [ ] No [ ]
Promissory notes, or other instruments or evidence of indebtedness	Yes [ ] No [ ]

(B) The following are all institutions at which the Company and its subsidiaries maintain any deposit, securities or commodities accounts:

Company/Subsidiary	Bank/Securities/Commodities Intermediary Name	Account Number(s)	Branch Address

(C) The following is a list of letters of credit naming the Company or any subsidiary as "beneficiary" thereunder:

LC Number	Name of LC Issuer	LC Applicant

[Signature Page Follows]

The Company agrees to advise you of any change or modification to any of the foregoing information or any supplemental information provided on any continuation pages attached hereto, and, until such notice is received by you, you shall be entitled to rely upon such information and presume it is correct. The Company acknowledges that your acceptance of this Perfection Certificate does not imply any commitment on your part to enter into a loan transaction with the Company.

[●]

By: _____
Name:
Title:

Schedule A

Organizational Chart

[See Attached]

Schedule B

Special Collateral

FTE Networks Acquires Benchmark Builders, Leading Construction Manager with 2016 Revenues of $386 Million

Transformational Acquisition Leverages FTE's Technology and Network Infrastructure Platform with Benchmark's Construction Management Expertise

NAPLES, Fla.—(BUSINESS WIRE) — FTE Networks, Inc. (OTCQX:FTNW) ("FTE" or the "Company"), a leading network infrastructure solutions provider in the technology and communications industries, today announced that it has closed a transaction to join forces with privately held Benchmark Builders, Inc. ("Benchmark"), a leading provider of construction management services based in New York with unaudited revenues of approximately $386 million in 2016.

The $75 million acquisition will enable FTE to deliver integrated network services, cutting-edge technology, and construction management services on the largest and most complex projects, from conception to completion.

Benchmark intends to immediately begin to aggressively roll-out FTE's "compute to the edge" technology in New York City and the surrounding region. This leading edge technology, called CrossLayer, allows building owners to provide exceptional broadband access at significant savings to both landlords and tenants, while creating revenue generating opportunities for landlords and recurring revenue platforms for FTE.

The transaction will allow FTE and Benchmark to begin offering services to each other's clients and expanding their offerings nationally.

"This transaction is transformational for FTE and provides us with a powerful platform to continue to roll out our network services solutions," said Michael Palleschi, FTE's President and Chief Executive Officer. "Our combination with Benchmark reflects our strategy of growth and diversification, and enables us to offer clients a one-stop shop, providing the highest quality design, construction, operation, and maintenance of network infrastructure and meeting customer demand for turnkey infrastructure solutions. Benchmark's expertise in the strategically important New York market further deepens our market presence there."

The acquisition provides significant economies of scale, synergies, and complementary business activities. The Company believes the addition of Benchmark's customer base and project pipeline propel FTE to the forefront of the network infrastructure, technology, and general contracting markets.

The transaction offers valuable benefits to FTE's clients, stockholders, and employees – and significantly accelerates the company's strategy of developing an integrated technology and construction management offering. The acquisition will immediately add Benchmark's backlog over the next year of $216 million and $300 million over the next three years to FTE's three-year $170 million project backlog.

FTE financed the transaction with a combination of cash, seller's notes, and FTE stock.

Benchmark is a premier construction management services firm and general contractor, with a powerful industry brand and strong presence in the New York City metropolitan market.

Benchmark President Fred Sacramone will continue as President and become a member of the FTE Networks Board of Directors, and Benchmark, now a wholly owned subsidiary of FTE, will continue to operate as it always has. “We are thrilled to be joining forces with FTE,” Sacramone said. “This powerful combination will allow Benchmark to offer our clients the very best construction and network infrastructure services, both in the New York City area and around the country.”

Lateral Investment Management, which invests in growth capital solutions for leading middle market businesses in the United States, has been FTE’s Senior Lender since 2015 and has amended its current credit agreement to add additional capital to facilitate this transaction.

“The dynamic combination of FTE and Benchmark brings together unique capabilities to build high quality commercial offices, next-generation infrastructure and network services at scale for Fortune 500 clients,” said Patrick Feeney, Managing Director of Lateral Investment Management. “We are enthusiastic supporters of this transformational acquisition which launches a new phase in the growth of the company.”

Benchmark, founded in 2008, has a track record of consistent revenue growth and profitability. The company has seasoned leaders with an average of 30 years of construction management experience.

Benchmark specializes in construction management services, and provides program management and other construction-related services. The company serves both publicly listed and private clients in many sectors, including telecommunications, commercial, industrial, broadcast, technology, infrastructure, healthcare, and education.

About FTE Networks, Inc.

FTE Networks is on the leading edge of network transformation helping communications service providers, government and enterprise customers evolve their networks to meet advancing technology requirements via network infrastructure, and edge computing solutions to quickly enhance service innovation and deliver new revenue streams. With a focus on smart design, open architectures and consistent standards, along with expertise in building, operating, and maintaining networks, FTE solves complex network and system challenges that reduce costs and deployment time to accelerate delivery and optimize performance of network infrastructure. Operating five (5) industry segments; Data Center Infrastructure, Fiber Optics, and Wireless Integration, Network Engineering, Compute to the Edge, FTE Networks is headquartered in Naples, Florida, with offices throughout the US and presence in Europe. For more information, please visit: www.ftenet.com.

About Benchmark Builders, Inc.

Benchmark is a New York-based construction manager and general contractor serving a diverse and sophisticated client base in the telecommunications, commercial, industrial, broadcast, technology, infrastructure, healthcare, and education industries. The company delivers unique project solutions in the complex New York marketplace. It emphasizes the ability of its experienced staff to become an integral part of a client’s project team, responding to every client need and request. Benchmark excels at technologically complex work building broadcast studios and infrastructure, as well as large projects from $30 million to $100 million. Benchmark maintains its strong reputation by consistently delivering on the quality, budget, and schedule expectations of some of the industry’s most demanding clients.

Forward Looking Statements

This release may contain forward-looking statements relating to the business of FTE. 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 FTE’s current expectations and beliefs concerning future developments and their potential effects on FTE. There is no assurance that future developments affecting FTE will be those anticipated by FTE. FTE 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.

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FTE Networks, Inc.

Kirstin Gooldy, 877-850-4308

ir@ftenet.com

or

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Source: FTE Networks, Inc.

Released March 9, 2017