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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)**

**FTE NETWORKS, INC.**  
(Name of Issuer)

Common Stock, par value \$0.001 per share  
Series H Preferred Stock, par value \$0.01 per share  
(Title of Class of Securities)

Common Stock: 86723M304  
Series H Preferred Stock: Not Applicable  
(CUSIP Number)

Mr. Brian P. McMahon  
101 Horseshow Road  
Millneck, New York 11765  
Telephone: (917) 796-8220

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)  
Copy to:

Pryor Cashman, LLP  
7 Times Square  
New York, New York 10036  
Attn: Eric M. Hellige, Esq.  
Telephone: (212) 326-0846

July 2, 2019  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only). Brian McMahon	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) N/A  <div style="text-align: right;">(a) <input type="checkbox"/> (b) <input type="checkbox"/></div>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization: United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 713,026 shares of Common Stock owned directly and beneficially by Mr. McMahon. 67 shares of Series H Preferred Stock owned directly and beneficially by Mr. McMahon, which represents 67% of the outstanding shares of Series H Preferred Stock. <sup>(1)</sup>
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 713,026 shares of Common Stock owned directly and beneficially by Mr. McMahon. 67 shares of Series H Preferred Stock owned directly and beneficially by Mr. McMahon. <sup>(1)</sup>
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 713,026 shares of Common Stock. 67 shares of Series H Preferred Stock. <sup>(1)</sup>	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 3.49% of the outstanding shares of Common Stock. 67% of the outstanding shares of Series H Preferred Stock. <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) IN	

\* Percentage calculated based on 20,455,262 shares of Common Stock outstanding as of July 2, 2019.

<sup>(1)</sup> The Series H Preferred Stock entitles the holders, voting separately as a class, to vote 51% of the total number of votes cast by all classes of the Issuer's capital stock. The Series H Preferred Stock is perpetual, but is not convertible into Common Stock or redeemable and is not entitled to any distribution.

**Item 1 of this Schedule 13D is amended to add the following:**

This statement relates to the Common Stock, par value \$0.001 per share (the “Common Stock”) and the Series H Preferred Stock, par value \$0.01 per share (the “Series H Preferred Stock”), of FTE Networks, Inc., a Nevada corporation (“FTE” or the “Issuer”). The Issuer’s principal executive offices are located 237 West 35th Street, Suite 806, 10001.

**Item 3 of this Schedule 13D is amended to add the following:**

On July 2, 2019, the Issuer entered into an Agreement to Exchange Series A and Series A-1 Convertible Preferred Stock for Series H Preferred Stock (the “Exchange Agreement”), with the Reporting Person. The Exchange Agreement provided for the exchange by the Reporting Person of 1,351 shares of the Issuer’s Series A Preferred Stock, par value \$0.01 (the “Series A Preferred Stock”) and 197 shares of the Issuer’s Series A-1 Convertible Preferred Stock, par value \$0.01 (the “Series A-1 Preferred Stock”) for 67 shares of Series H Preferred Stock.

The Reporting Person acquired the Series A Preferred Stock and Series A-1 Preferred Stock on July 2, 2019 as partial consideration for restructuring certain of the Reporting Person’s promissory notes pursuant to the Issuer’s debt restructuring, as further described in the Current Report on Form 8-K filed by the Issuer on June 14, 2019 and the Current Report on Form 8-K to be filed by the Issuer on or about July 8, 2019.

The foregoing description of the Exchange Agreement is not complete and is qualified in its entirety by reference to the full text of such agreement which is referenced as Exhibit 1 to this Statement.

**Item 4 of this Schedule 13D is amended to add the following:**

The shares of the Issuer’s Series H Preferred Stock acquired by the Reporting Person were acquired pursuant to the Exchange Agreement referred to in Item 3 hereto. The purpose of the transaction is described in Item 3 hereto. The information set forth in Item 3 is hereby incorporated in this Item 4 by reference.

The Reporting Person does not have any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Person may, at any time and from time to time, review or reconsider its position and/or change his purpose and/or formulate plans or proposals with respect thereto.

**Item 5 of this Schedule 13D is amended to add the following:**

The information set forth in Item 3 and Item 4 is hereby incorporated by reference into this Item 5. The Reporting Person is the beneficial owner of an aggregate of 67 shares of Series H Preferred Stock, which shares represent 67% of the outstanding shares of Series H Preferred Stock of the Issuer. The Reporting Person has the sole power to vote and to dispose of all of such shares.

**Item 7. Material to be Filed as Exhibits**

Exhibit No.	Description
1.	<a href="#"><u>Agreement to Exchange Series A and Series A-1 Convertible Preferred Stock for Series H Preferred Stock, dated as of July 2, 2019, by and between the Issuer and the Reporting Person.</u></a>

SIGNATURE

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this statement is true, complete and correct.

Date: July 5, 2019

/s/ Brian McMahon

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**AGREEMENT TO EXCHANGE  
SERIES A AND A-1 CONVERTIBLE PREFERRED STOCK FOR SERIES H PREFERRED STOCK**

**THIS AGREEMENT** (this “**Agreement**”) effective as of 3:02 p.m., July 2, 2019 (the “**Effective Time**”), by and between Brian McMahon (“**Holder**”), and FTE Networks, Inc., a Nevada corporation (the “**Company**”).

**RECITALS**

**WHEREAS**, Holder owns One Thousand Three Hundred One (1,301) shares of Series A Convertible Preferred Stock, par value \$0.01 per share of the Company and One Hundred and Ninety-Seven (197) shares of Series A-1 Convertible Preferred Stock, par value \$0.01 per share of the Company (collectively, the “**Series A Preferred Stock**”); and

**WHEREAS**, Holder is willing to exchange the Series A Preferred Stock for Sixty Seven (67) shares of the Company’s Series H Preferred Stock, par value \$0.01 per share (the “**Series H Preferred Stock**”), and the Company is willing to exchange Holder’s Series A Preferred Stock for Sixty Seven (67) shares of Series H Preferred Stock; and

**WHEREAS**, the Parties intend that the exchange of Series A Preferred Stock for Series H Preferred Stock contemplated by this Agreement shall qualify as a transaction in securities exempt from registration or qualification under section 4(a)(2) of the Securities Act of 1933, as amended, as in effect on the date of this Agreement (the “**Securities Act**”); and

**WHEREAS**, the Parties intend that the transaction contemplated by this Agreement shall constitute a tax free transaction pursuant to the Internal Revenue Code of 1986, as amended.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements contained herein and intending to be legally bound, the parties agree as follows:

1. **Exchange.** Each of the Company and Holder agrees that, on the date hereof, Holder shall transfer and assign to the Company One Thousand Three Hundred One (1,301) shares of Series A Convertible Preferred Stock of the Company and One Hundred and Ninety-Seven (197) shares of Series A-1 Convertible Preferred Stock of the Company and the Company shall issue to Holder in exchange therefore Sixty Seven (67) shares of Series H Preferred Stock. The exchange of the Series A Preferred Stock for the Series H Preferred Stock will be made in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act.
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2. **Representations and Warranties of Holder.** Holder hereby represents and warrants to the Company that, as of the date of this Agreement:

- 2.1. Holder has all requisite legal capacity to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. This Agreement constitutes a legal, valid and binding obligation of Holder and is enforceable according to its terms, subject as to enforceability to general principles of equity and to bankruptcy, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally.
- 2.2. Holder's execution, delivery and performance of this Agreement do not contravene, conflict with, result in a breach of or constitute a default under any agreement to which Holder is a party.
- 2.3. Holder has title to the Series A Preferred Stock free and clear of all encumbrances (other than federal and state securities laws). Holder has full right to assign, transfer, convey, and deliver the Series A Preferred Stock to Company as contemplated by this Agreement.

3. **Representations and Warranties of Company.** Company hereby represents and warrants to Holder that, as of the date of this Agreement:

- 3.1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the business or properties of the Company and its subsidiaries taken as a whole.
- 3.2. This Agreement and the transactions contemplated hereby have been duly and validly authorized by the Company. This Agreement has been duly executed and delivered by the Company and is a valid and binding agreement of the Company enforceable in accordance with its terms, subject as to enforceability to general principles of equity and to bankruptcy, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally.
- 3.3. The execution and delivery of this Agreement by the Company, and the consummation by the Company of the other transactions contemplated by this Agreement do not and will not conflict with or result in a breach by the Company of any of the terms or provisions of, or constitute a default under (i) the articles of incorporation or by-laws of the Company, (ii) any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or by which it or any of its properties or assets are bound, (iii) any existing applicable law, rule, or regulation or any applicable decree, judgment, or (iv) any order of any court, United States federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company or any of its properties or assets, except such conflict, breach or default which would not have a material adverse effect on the transactions contemplated herein. The Company is not in violation of any material laws, governmental orders, rules, regulations or ordinances to which its property, real, personal, mixed, tangible or intangible, or its businesses related to such properties, are subject.

- 3.4. No authorization, approval or consent of any court, governmental body, regulatory agency, self-regulatory organization, or stock exchange or market is required to be obtained by the Company for the exchange of the Series A Preferred Stock for the Series H Preferred Stock as contemplated by this Agreement, except such authorizations, approvals and consents that have been obtained. The Series H Preferred Stock, when issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein, will be validly issued, and, based in part upon the representations of Holder in this Agreement, will be issued in compliance with all applicable U.S. federal and state securities laws.
- 3.5. The Series H Preferred Stock have been properly and validly issued and are fully paid and non-assessable.
- 3.6. Without the prior written consent of Holder, the Company will not authorize or issue any shares of Series H Preferred Stock to any person or entity other than Holder.
4. **The Investment Intent.** Holder (i) understands that the Series H Preferred Stock to be received hereunder have not been, and will not be, registered under the Securities Act or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, (ii) is acquiring the Series H Preferred Stock solely for his own account for investment purposes, and not with a view to the distribution thereof, (iii) is an “accredited investor” within the meaning of Rule 501 of Regulation D of the Securities Act and is a sophisticated investor with knowledge and experience in business and financial matters, (iv) has received certain information concerning the Company and has had the opportunity to obtain additional information as desired in order to evaluate the merits and the risks inherent in holding the Series H Preferred Stock, and (v) is able to bear the economic risk and lack of liquidity inherent in holding the Series H Preferred Stock. Transferor’s address set forth in the signature page to this Agreement is his current address, and his state of residence is the same state included in such address.
5. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, relating to such subject matter. This Agreement may be executed by the parties in multiple counterparts which may be delivered by fax or email and shall be effective as of the Effective Time when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document.
6. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Nevada, all rights and remedies being governed by said laws.
7. **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights or remedies hereunder upon, and will not be enforceable by, any other person or entity, other than the parties to this Agreement.

*Signature Page Follows*



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

**BRIAN MCMAHON**

*/s/ Brian McMahon*

Brian McMahon

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**FTE NETWORKS, INC.**

*/s/ Fred Sacramone*

Fred Sacramone

President

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