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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 2)

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

October 10, 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).

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 (a) [ ] (b) [ ]		
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) [ ]		
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. (1)	
	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. (1)	
	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.(1)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11): 3.4% of the outstanding shares of Common Stock.* 67.0% of the outstanding shares of Series H Preferred Stock.(1)		
14.	Type of Reporting Person (See Instructions) IN		

*** Percentage calculated based on 20,865,262 shares of Common Stock outstanding as of October 14, 2019**

(1) 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 4 of this Schedule 13D is amended to add the following:

As previously disclosed in a Current Report on Form 8-K of the Company that was filed with the Securities and Exchange Commission (the "Commission") on September 6, 2019, the failure of the Company to satisfy, vacate or stay certain judgments entered against the Company in favor of six holders of convertible notes of the Company constituted an event of default under that certain Amended and Restated Credit Agreement dated as of July 2, 2019 (the "Credit Agreement") among the Company and its subsidiaries, Jus-Com, Inc. ("Jus-Com") and Benchmark Builders, LLC ("Benchmark"), as borrowers, Lateral Juscom Feeder LLC, as Administrative Agent ("Lateral"), and the several lenders party thereto (together with Lateral, the "Lenders"). In connection with such event of default, as disclosed in the Company's Current Report on Form 8-K dated October 9, 2019 and filed with the Commission on October 11, 2019, on October 10, 2019, the Company, together with Jus-Com, Benchmark, Focus Venture Partners, Inc., FTE Holdings, LLC, Optos Capital Partners, LLC, Focus Fiber Solutions, LLC, Crosslayer, Inc., UBIQ Communications, LLC and Focus Wireless, LLC (together with the Company, the "Credit Parties"), consented to a Proposal for Surrender of Collateral and Strict Foreclosure (the "Foreclosure Proposal"), from Lateral, Lateral Builders LLC ("Lateral Holdings") and Benchmark Holdings, LLC ("Benchmark Holdings" and together with Lateral Holdings, the "Foreclosing Lenders"), and the other Lenders, pursuant to which, effective on October 10, 2019, the Lenders took possession and ownership of certain collateral by means of a strict foreclosure by the Foreclosing Lenders, including the Company's equity interests in Benchmark, certain cash on hand and certain litigation claims.

In connection with such foreclosure and pursuant to an Agreement Regarding Debt and Series H Preferred Stock dated as of October 10, 2019 (the "Debt and Series H Agreement"), entered into between the Company, the Reporting Person and Fred Sacramone, the Reporting Person released the Company and its affiliates from $18,982,640 in the aggregate of the indebtedness represented by the Amended Series B Benchmark Note (as defined in the Credit Agreement) of the Company held by the Reporting Person, which had an outstanding amount equal to $21,823,620 at such time. As a result, the total amount remaining outstanding under the Amended Series A Benchmark Note (as defined in the Credit Agreement) and the Amended Series B Benchmark Note held by the Reporting Person is $9,498,140 and $2,840,980, respectively. Pursuant to the Debt and Series H Agreement, the Reporting Person agreed that the remaining indebtedness of the Company to the Reporting Person will automatically be released and discharged effective December 31, 2019 (the "Termination Date") unless both of the following conditions are satisfied on or before the Termination Date: (1) on or before November 10, 2019, the Company enters into a business combination transaction that enables the Company's common stock to remain listed on the NYSE American stock exchange or the Company's common stock is then listed on any other U.S. national securities exchange; and (2) such business combination transaction is consummated on or before December 31, 2019 (a business combination transaction satisfying both such conditions being herein referred to as a "Qualified Business Combination"). In addition, the Reporting Person agreed to forebear from exercising any remedies against the Company and its affiliates in connection with such remaining indebtedness until December 31, 2019.

Pursuant to the Debt and Series H Agreement, each of the Reporting Person and Mr. Sacramone also agreed that, if a Qualified Business Combination has not yet occurred before the Termination Date, then from the Termination Date until 180 days thereafter (the "Exercise Period"), the Company or its assignee will repurchase all the shares of Series H Preferred Stock, par value $0.01 per share (the "Series H Preferred Stock"), of the Company that such person owns, at a purchase price of One Dollar ($1.00) per share. All the rights of the holder of any such shares of Series H Preferred Stock, other than the right to receive payment for such shares of Series H Preferred Stock, will terminate as of the date the Company exercises its repurchase right.

In connection with the foregoing transactions, on October 10, 2019, the Company entered into a Standstill Agreement with each of the Reporting Person and Mr. Sacramone (the "Standstill Agreements"), pursuant to which the Reporting Person and Mr. Sacramone have agreed, in connection with the foreclosure described above, to abstain from taking certain actions with respect to their shares of Series H Preferred Stock, including, without limitation, (i) acquiring additional voting securities of the Company or any assets, subsidiary or division of the Company, (ii) making or participating in any solicitation of proxies to vote securities of the Company and (iii) making any public announcement with respect to, or submitting a proposal for, or offer of, any extraordinary transaction involving the Company or any of its securities or assets. They also agreed that they will not, without the prior written consent of the Company's Board of Directors, sell or offer to sell any shares of Series H Preferred Stock of the Company or any related securities.

The foregoing descriptions of the Debt and Series H Agreement and the Standstill Agreement of the Reporting Person is not complete and is qualified in its entirety by reference to the full text of such agreements, which are filed as Exhibits 1 and 2, respectively, to this Statement.

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 4 is hereby incorporated by reference into this Item 5.

Item 6 of this Schedule 13D is amended to add the following:

The information set forth in Item 4 is hereby incorporated by reference into this Item 6.

Item 7. Material to be Filed as Exhibits

Exhibit No.	Description
1.	Agreement Regarding Debt and Series H Preferred Stock, dated as of October 10, 2019, by and between FTE Networks, Inc. and Fred Sacramone and Brian McMahon.
2.	Standstill Agreement, dated October 10, 2019, by and between FTE Networks, Inc. and Brian McMahon.

SIGNATURE

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

Date: October 15, 2019

/s/ Brian McMahon

Brian McMahon

AGREEMENT REGARDING DEBT AND SERIES H PREFERRED STOCK

This Agreement Regarding Debt and Series H Preferred Stock (the "Agreement"), is made as of October 10, 2019, by and among FTE Networks, Inc., a Nevada corporation (the "Company"), Fred Sacramone ("Sacramone") and Brian McMahon ("McMahon).

R E C I T A L S:

WHEREAS, the Company has received that certain Proposal For Surrender Of Collateral And Strict Foreclosure (the "Proposal"), dated as of October 10, 2019, to the Company, and the other parties thereto, from Lateral Juscom Feeder LLC, a Delaware limited liability company, as the administrative agent (in such capacity, the " Agent"), and the other lender parties under the Credit Agreement referenced below.

WHEREAS, the Agent, the lenders from time to time party thereto (including their respective successors and assigns, the "Lenders") and the Company, Benchmark Builders, Inc. (as used herein, the term "Benchmark" refers to Benchmark Builders, Inc. and its successors, including by merger) and Jus-Com, Inc. ("Jus-Com," and together with the Company and Benchmark, the "Borrower") have entered into that certain Amended and Restated Credit Agreement, dated as of July 2, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement), pursuant to which, among other things, (i) the Credit Agreement amended and restated that certain Credit Agreement dated as of October 28, 2015 (as amended, restated, supplemented or otherwise modified prior to the Credit Agreement, the "Original Credit Agreement") and (ii) the Lenders agreed, subject to the terms and conditions set forth in the Credit Agreement, to make certain financial accommodations to the Credit Parties;

WHEREAS, on or around July 31, 2019, certain judgments in the aggregate amount of approximately $4.2 million were entered against the Company in favor of six holders of convertible notes of the Company, and the Company failed to satisfy, vacate or stay the first such judgment entered within 30 days, thereby triggering an Event of Default under the Credit Agreement (the "Existing Default");

WHEREAS, pursuant to the Proposal, and by virtue of the Existing Default, the Lenders are planning to foreclose on and transfer (i) to Benchmark Holdings LLC ("Benchmark Holdings"), all of FTE's (a) equity interests in Benchmark (the "Benchmark Equity") and (b) cash on hand at the Company in excess of specified levels, as more particularly provided in the Proposal ("FTE Cash" and, together with the Benchmark Equity, the "Benchmark Subject Collateral") and (ii) to Lateral Builders LLC ("Lateral Holdings" and, together with Benchmark Holdings, the "Foreclosing Lenders"), all of the Credit Parties' interests in certain commercial tort litigation claims, fraud claims, and insurance claims as specified in the Proposal (the "Lateral Subject Collateral" and, together with the Benchmark Subject Collateral, the "Subject Collateral"), in each case free and clear of all liens, claims, interests and encumbrances to the full extent provided under applicable law, in full satisfaction of the Obligations, pursuant to Article 9-620 of the UCC, as adopted in the State of New York (the "New York UCC");

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

Section 1. RECITALS INCORPORATED. The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full, and made a part of, this Agreement.

Section 2. TREATMENT OF INDEBTEDNESS

2.1. **Acknowledgment of Obligations.** The parties hereto acknowledge, confirm and agree that as of the close of business on October 9, 2019, the Company is indebted to Sacramone and McMahon in the amounts set forth below:

Amended Sacramone Note: $1,030,000

	Principal and Interest
Benchmark Seller Notes	**46,982,640**
McMahon A	*9,498,140*
Sacramone A	*4,749,070*
McMahon B	*21,823,620*
Sacramone B	*10,911,810*

2.2. **Partial Discharge and Release.**

(a) Subject to Section 2.3, Sacramone, solely in his individual capacity and subject to the consummation of the Proposal in accordance with the terms therein pursuant to which, among other things, the Lenders shall have acquired 100% of the ownership of the Benchmark Subject Collateral free and clear of all liens (the "Proposal Effectiveness"), absolutely and unconditionally releases and forever discharges the Company and its affiliates from all obligations represented by the Amended Sacramone Note payable to Sacramone identified in Section 2.1 above, and the Company and its affiliates shall have no further obligations to Sacramone arising out of said Amended Sacramone Note.

(b) Subject to Section 2.3, McMahon, solely in his individual capacity and subject to the Proposal Effectiveness, absolutely and unconditionally releases and forever discharges the Company and its affiliates from $ 18,982,640 in the aggregate of the indebtedness represented by the Amended Series B Benchmark Notes held by McMahon identified in Section 2.1 above, and the Company and its affiliates shall have no further obligations to McMahon arising out of such amount owed under such Amended Series B Benchmark Notes.

2.3. **Contingent Retention of Indebtedness**

(a) The balance of the amounts owed to Sacramone and McMahon pursuant to the Amended Series A Benchmark Notes and the Amended Series B Benchmark Notes that were not released and discharged pursuant to Section 2.2, amounting in the aggregate to Twenty Eight Million Dollars ($28,000,000) (collectively, the "Remaining Indebtedness") shall remain the obligations of the Company, and shall not be discharged and released pursuant to this Agreement, except as otherwise provided in Section 2.3(c) below. Until discharged or paid, the Remaining Indebtedness shall continue to accrue interest and other fees and charges as provided therein, and shall otherwise remain in full force and effect.

(b) Sacramone and McMahon agree to forbear from exercising any remedies against the Company and its affiliates in connection with the Remaining Indebtedness until December 31, 2019.

(c) Sacramone and McMahon agree that the Remaining Indebtedness will automatically, without the need for further action on the part of the Company or any other person, be absolutely and unconditionally released and forever discharged effective December 31, 2019 (the "Termination Date") unless both of the following conditions are satisfied on or before the Termination Date: (1) on or before November 10, 2019 , the Company enters into a business combination transaction that enables the Company's common stock to remain listed on the NYSE American stock exchange or the Company's common stock is then listed on any other U.S. national securities exchange; and (2) such business combination transaction is consummated on or before December 31, 2019 (a business combination transaction satisfying both such conditions being herein referred to as a "Qualified Business Combination").

Section 3. SERIES H PREFERRED STOCK

3.1. **Repurchase Right.**

(a) Each of Sacramone and McMahon agrees that, if a Qualified Business Combination has not yet occurred before the Termination Date, then from the Termination Date until 180 days thereafter (the "Exercise Period"), the Company or its assignee will repurchase all the shares of Series H Preferred Stock ("Series H Shares") that he owns, at a purchase price of One Dollar ($1.00) per share. With respect to each Series H Share subject to repurchase pursuant to this Section 3.1, the Company (or its assignee) may exercise its repurchase right by delivery of written notice to the holder of such Series H Share at any time during the Exercise Period (which notice may be delivered by certified mail, overnight delivery, telecopier or e-mail), which notice shall contain an irrevocable offer to purchase the Series H Shares. All the rights of the holder of any such Series H Shares, other than the right to receive payment for such Series H Shares, will terminate as of the date of delivery by the Company of the written notice described in this paragraph ("Notice Date").

(b) If Sacramone or McMahon becomes obligated to transfer Series H Shares to the Company or its assignee pursuant to this Section 3.1, he agrees to endorse in blank the certificates evidencing the Series H Shares to be sold and deliver those certificates to the Company or its assignee within five business days of the Notice Date, and the Company shall contemporaneously deliver the purchase price for such Series H Shares. Upon such delivery, full right, title and interest in such Series H Shares will pass to the Company or its assignee. If a holder of Series H Shares fails to deliver those shares in accordance with the terms of this Section 3.1, the Company or its assignee may, at its option, in addition to all other remedies it may have, either (i) send to that holder the purchase price for such Series H Shares, as herein specified, or (ii) deposit such amount with a trustee or escrow agent for the benefit of that holder for release upon delivery of Series H Shares in accordance with the terms of this Agreement. Thereupon, the Company or its assignee, upon written notice to the holder, will (x) cancel on its books the certificate or certificates representing the Series H Shares required to be transferred, and (y) issue, in lieu thereof, in the name of the Company (or its assignee) a new certificate or certificates representing such Series H Shares.

Section 4. MISCELLANEOUS

4.1. **Further Assurances.** The parties hereto shall execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

4.2. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

4.3. **Reviewed by Attorneys.** Each party has been afforded an opportunity to discuss this Agreement with, and have this Agreement reviewed by, such attorneys and other persons as such party may wish, and has entered into this Agreement and executed and delivered all documents in connection herewith, of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that this Agreement shall not be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Agreement and any other documents executed pursuant hereto or in connection herewith.

4.4. **Final Agreement**. This Agreement represents the final agreement between the parties hereto with respect to its subject matter and may not be contradicted by evidence of prior or contemporaneous oral agreements among the parties. There are no oral agreements between the parties hereto with respect to the subject matter of this Agreement.

4.5. **Governing Law and Jurisdiction.**

(a) Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement and all transactions and agreements contemplated hereby, 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).

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America sitting in the Southern District of New York and each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto irrevocably waive any objection, including an objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the brining of any such action or proceeding in such jurisdictions.

4.6. **Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.7. **Counterparts.** This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

FTE NETWORKS, INC.

By: */s/ Maria Fernandez*
Name: Maria Fernandez
Title: Corporate Secretary

/s/ Fred Sacramone
FRED SACRAMONE

/s/ Brian McMahon
BRIAN MCMAHON

October 10, 2019

STANDSTILL AGREEMENT

Brian McMahon
237 West 35th Street
Suite 806
New York, NY 10001

Dear Brian:

In connection with the transactions contemplated by that certain Proposal For Surrender Of Collateral And Strict Foreclosure (the "Proposal"), dated as of October 10, 2019, to FTE Networks, Inc. ("FTE"), and certain other parties named therein, from Lateral Juscom Feeder LLC, in order to induce FTE to enter into the Proposal and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby agree as set forth herein.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this agreement. Those definitions are a part of this agreement.

1. You agree that, for a period of four (4) months from the date hereof (unless earlier terminated), neither you nor your Affiliates (as defined below) nor any other person acting on your or their behalf will, in any manner, directly or indirectly, without the prior written consent of FTE's Board of Directors or an authorized committee thereof, in each case, except as contemplated by the Proposal: (i) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any voting securities or direct or indirect rights to acquire any voting securities of FTE or any subsidiary or affiliate thereof, or of any successor to or person in control of FTE, or any assets of FTE or any subsidiary, division or affiliate thereof or of any such successor or controlling person; (ii) make, or in any way participate in, directly or indirectly, any "solicitation" of "proxies" to vote (as such terms are used in the rules of the Securities and Exchange Commission), or seek to influence or control any person with respect to the voting of any voting securities of FTE; (iii) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving FTE or any of its securities or assets; (iv) form, join or in any way participate in a "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) with respect to any securities of FTE; (v) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of FTE; (vi) publicly disclose any intention, plan or arrangement inconsistent with the foregoing; (vii) take any action that would reasonably be expected to require FTE to make a public announcement regarding the matters set forth described above; or (viii) file any application with any regulatory authority seeking approval or authority in connection with any action described above. The provisions of this paragraph will not be applicable in the event (i) any person shall have acquired or become the owner of, or entered into a definitive agreement with FTE to acquire or become the owner of (in each case whether by tender offer, merger, consolidation, business combination or otherwise), more than 50% of the voting securities of FTE or assets of FTE representing more than 50% of its consolidated earning power or (ii) a third party makes a tender or exchange offer for more than 50% of the outstanding voting securities of FTE, which tender offer FTE's Board of Directors has not within ten business days of commencement recommended that stockholders of FTE reject, provided that the provisions of this paragraph shall again be applicable in accordance with their terms upon the termination of such definitive agreement (in the case of clause (i)) or the withdrawal or termination of the tender offer or rejection thereof by FTE's Board of Directors (in the case of clause (ii)).

2. You agree that, without the prior written consent of FTE's Board of Directors or an authorized committee thereof you will not, Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned by you, of record or beneficially (as defined in Rule 13d-3 under the Exchange Act), except as contemplated by the Proposal.

3. FTE agrees that it will use commercially reasonable efforts to take all customary actions reasonably requested by you to enable you to sell the common stock of FTE held by you within the limitation of the exemption provided by Rule 144.

4. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in .pdf or similar format shall constitute effective execution and delivery of this Agreement as to the parties. For purposes of this Agreement any reference to "written" or "in writing" shall be deemed to include correspondence by signed letter or facsimile or by e-mail.

5. This Agreement (other than Paragraph 3 which shall survive the termination of this Agreement and remain in full force and effect as long as you own shares of common stock of FTE) shall terminate on the date that all Shares currently or hereafter owned by you, of record or beneficially, have been conveyed and transferred to FTE or its designee.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours,

FTE Networks, Inc.

By: */s/ Maria Fernandez*
Maria Fernandez
Corporate Secretary

Confirmed and Agreed to:

By: */s/ Brian McMahon*
BRIAN MCMAHON

ANNEX A

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

"**Affiliate**" shall have the meaning set forth in Rule 12b-2 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

"**Call Equivalent Position**" shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.

"**Put Equivalent Position**" shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.

"**Related Securities**" shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.

"**Sell or Offer to Sell**" shall mean to:

- sell, offer to sell, contract to sell or lend,
- effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position
- pledge, hypothecate or grant any security interest in, or
- in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

"**Shares**" shall mean shares of Series H Preferred Stock of FTE.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this lock-up agreement.