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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 3)**

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
237 West 35th Street
Suite 901
New York, NY, 10001
Telephone: (212) 766-8800

(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

November 8, 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 <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. ⁽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) <input type="checkbox"/>	
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 reported, 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 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 "Applicable Date"), 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 the Termination Date (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 the Termination Date.

On November 8, 2019, pursuant to the First Amendment to the Agreement Regarding Debt and Series H Preferred Stock dated as of November 8, 2019 (the "First Amendment") among the Company, the Reporting Person and Fred Sacramone, each of the Reporting Person and Fred Sacramone agreed to extend the Applicable Date from November 10, 2019 to December 31, 2019 and to extend the Termination Date from December 31, 2019 to February 28, 2020.

The foregoing description of First Amendment is not complete and is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 1 to this Amendment No. 3.

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 7. Material to be Filed as Exhibits

Exhibit No.	Description
1.	<u>First Amendment to the Agreement Regarding Debt and Series H Preferred Stock, dated as of November 8, 2019, by and among FTE Networks, Inc. and Fred Sacramone and Brian McMahon.</u>

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: November 21, 2019

/s/ Brian McMahon

Brian McMahon

**FIRST AMENDMENT TO THE
AGREEMENT REGARDING DEBT AND SERIES H PREFERRED STOCK**

This First Amendment to the Agreement Regarding Debt and Series H Preferred Stock (this “**Amendment**”), dated as of November 8, 2019, is entered into by and among FTE Networks, Inc., a Nevada corporation (the “**Company**”), Fred Sacramone (“**Sacramone**”) and Brian McMahon (“**McMahon**”).

WHEREAS, the Company has accepted that certain Proposal For Surrender Of Collateral And Strict Foreclosure dated as of October 10, 2019 (the “**Proposal**”), pursuant to which certain assets of the Company and the other credit parties thereto were foreclosed upon by Lateral Juscom Feeder LLC, a Delaware limited liability company, as the administrative agent, and the other lender parties under that certain Amended and Restated Credit Agreement, dated as of July 2, 2019;

WHEREAS, in connection with the transactions contemplated by the Proposal, the Company, Sacramone and McMahon entered into an Agreement Regarding Debt and Series H Preferred Stock dated October 10, 2019 (the “**Agreement**”);

WHEREAS, the parties hereto deem it mutually beneficial to amend the Agreement in order to extend certain deadlines set forth in the Agreement, as reflected in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, it is agreed as follows:

1. Amendments to Agreement. Section 2.3 of the Agreement is hereby amended as follows:

1.1. The reference to “November 10, 2019” in subsection (c) is hereby changed to “December 31, 2019”.

1.2. The references to “December 31, 2019” in subsections (b) and (c) are hereby changed to “February 28, 2020”.

2. Effect of Amendment. The parties to this Amendment hereby agree and acknowledge that except as provided in this Amendment, the Agreement shall remain in full force and effect and has not been modified or amended in any respect, it being the intention of the parties that this Amendment and the Agreement be read, construed and interpreted as one and the same instrument.

3. Miscellaneous. Sections 4.1 through 4.6 of the Agreement are applicable to this Amendment and are incorporated herein by reference.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned have executed this Amendment as of the date first set forth above.

COMPANY:

FTE NETWORKS, INC.

By: /s/ Stephen Goodwin

Name: Stephen Goodwin

Title: Chief Executive Officer

/s/ Fred Sacramone

FRED SACRAMONE

/s/ Brian McMahon

BRIAN MCMAHON

[Signature Page to the First Amendment to the
Agreement Regarding Debt and Series H Preferred Stock]
