UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): March 17, 2021

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

Nevada	**001-38322**	**81-0438093**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

237 West 35th Street, Suite 806 New York, NY	**10001**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **800-320-1911**

(Former Name or Former Address, if Changed Since Last Report): Not Applicable

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))

Securities registered pursuant to Section 12(b) of the Act: None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging Growth Company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Item 1.01 Entry into a Material Definitive Agreement.

Modification and Settlement Agreement with Lateral

On March 17, 2021, FTE Networks, Inc. (the "Company") entered into a modification and settlement agreement (the "Modification Agreement") with Lateral Juscom Feeder LLC, a Delaware limited liability company ("Lateral"), Lateral US Credit Opportunities Fund, L.P., a Delaware limited partnership ("LUSCOF") and Lateral SMA Agent LLC, a Delaware limited liability company ("Lateral SMA," and WVP Emerging Manager Private Fund, LLC on behalf of and for the account of WVP Emerging Manager Private Fund – Lateral Series, a Delaware limited liability company ("WVP," and together with Lateral, LUSCOF and Lateral SMA, the "Lateral Parties").

Pursuant to the Modification Agreement, the parties agreed to cancel certain warrant agreements held by the Lateral Parties evidencing the right to purchase an aggregate of 3,935,481 shares of Company common stock (the "Warrant Agreements") (along with any additional common shares eligible to be purchased thereunder as a result of the anti-dilution provisions of such Warrant Agreements) in exchange for the issuance of 6,838,481 shares of Company common stock to the Lateral Parties, to be allocated among the Lateral Parties (including 3,202,748 shares issuable upon a future agreed upon trigger date). The parties have agreed that the cancellation and issuance of the foregoing shares will satisfy the original true-up provision contained in the Warrant Agreements.

As further consideration for modification of the Warrants Agreements, the Company agreed to issue to the Lateral Parties an aggregate amount of $10,000,000 in stated value of Series J-1 Convertible Redeemable Preferred Stock (the "Series J-1 Preferred Shares") and an aggregate amount of $10,000,000 in stated value of Series J-2 Non-Voting Non-Convertible Redeemable Preferred Stock (the "Series J-2 Preferred Shares," and together with the Series J-1 Preferred Shares, the "Preferred Shares"), to be allocated among the Lateral Parties.

Additionally, the Lateral Parties have agreed to pay the Company an amount equal to 50% of any net recoveries in connection with certain tort, fraud and insurance claims against—in large part—various lenders under various merchant cash advance agreements (the "MCA Claims"). The Company previously assigned these MCA Claims to the Lateral Parties.

The foregoing description of the Modification Agreement is qualified in its entirety by reference to the full text of the Modification Agreement, which is filed herewith

as Exhibit 10.1 and incorporated herein by reference.

Second Amendment to Purchase Agreement

On April 2, 2021, the Company and its wholly-owned subsidiary, US Home Rentals LLC, entered into a Second Amendment (the "Second Amendment") to that certain Purchase Agreement, dated as of December 20, 2019, as amended by that certain First Amendment, dated as of December 30, 2019 (as may be amended from time to time, the "Purchase Agreement"), by and among the Company, US Home Rentals LLC, a Delaware limited liability company, Alex Szkaradek, an individual ("Alex"), Antoni Szkaradek, an individual ("Antoni"), VPM Holdings, LLC, a South Carolina limited liability company ("VPM Holdings"), Kaja 3, LLC, a South Carolina limited liability company ("Kaja3"), Kaja 2, LLC, a South Carolina limited liability company ("Kaja2"), Kaja, LLC, a South Carolina limited liability company ("Kaja"), Dobry Holdings Master LLC, a Delaware limited liability company ("Dobry" and together with Alex, Antoni, VPM Holdings, Kaja3, Kaja2, and Kaja, the "Equity Sellers"), Vision Property Management, LLC, a South Carolina limited liability company (the "Asset Seller" and together with the Equity Sellers, the "Vision Sellers"), and Alexander Szkaradek, in his capacity as the representative of the Sellers (the "Sellers' Representative").

The Second Amendment, among other things:

- amends the equity component of the Aggregate Consideration to provide for the issuance of 22,063,376 shares of the Company's common stock, par value $0.001 (the "Common Stock Consideration"), 11,031,688 of which will immediately be transferred to the First Capital Realty Trust, Inc., and 200 shares of Series I Preferred Stock having an aggregate stated value equal to $20,000,000 to Alex and Antoni Szkaradek (the "Preferred Stock Consideration" and together with the Common Stock Consideration and any Common Stock issued upon conversion of the Preferred Stock Consideration, the "Equity Consideration") and defines the various transfer restrictions and limitations associated with transfer of same.

- amends and restates the Certificate of Designation of the Series I Preferred Stock to provide for, among other things, certain conversion and redemption rights.

- amends and restates the promissory notes issued to Alex and Antoni Szkaradek in the original aggregate principal amount of $9,750,000 to provide for (among other things) accrued but unpaid principal and interest, a new maturity date, a ten percent (10%) exit fee, and the Company's right of offset (each an "Amended and Restated Promissory Note" and collectively the "A&R Notes").

- provides for the issuance of two promissory grid notes to Alex and Antoni Szkaradek, each in the principal amount of $1,685,451.32, in respect of certain paydowns of Company debt made or facilitated by Alex and Antoni Szkaradek (collectively, the "Grid Notes"). The Grid Notes accrue interest at twelve percent (12%), contain a ten percent (10%) exit fee and are subject to the Company's right of offset.

The foregoing description of the Second Amendment, A&R Notes, and Grid Notes does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, which have been filed herewith as Exhibits 10.2, 10.3, 10.4, 10.5, and 10.6 and incorporated by reference herein.

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

The information in Item 1.01 under the heading "Second Amendment to Purchase Agreement" regarding the A&R Notes and the Grid Notes is hereby incorporated by reference into this Item 2.03.

Item 3.02 Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 3.02. The shares of common stock and preferred stock that the Company has agreed to issue to the Lateral Parties and the Vision Sellers will be issued in reliance upon the exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On March 29, 2021, the Company filed Certificates of Designation for the Series J-1 Preferred Shares and the Series J-2 Preferred Shares with the Nevada Secretary of State establishing the terms of each. The Certificates of Designation have been filed herewith as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated herein by reference.

On April 5, 2021, the Company filed an Amended and Restated Certificate of Designation for the Series I Preferred Stock with the Nevada Secretary of State. The Amended and Restated Certificate of Designation is filed herewith as Exhibit 3.3 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
3.1	Certificate of Designation of Series J-1 Preferred Stock.
3.2	Certificate of Designation of Series J-2 Preferred Stock.
3.3	Amended and Restated Certificate of Designation of Series I Preferred Stock.
10.1	Modification and Settlement Agreement dated March 16, 2021.
10.2	Second Amendment to Purchase Agreement dated April 2, 2021.
10.3	Amended and Restated Promissory Note dated April 2, 2021.
10.4	Amended and Restated Promissory Note dated April 2, 2021.
10.5	Promissory Grid Note dated April 2, 2021.
10.6	Promissory Grid Note dated April 2, 2021.

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, thereunto duly authorized.

FTE NETWORKS, INC.
(Registrant)

Date: April 5, 2021

/s/ Michael P. Beys

Name: Michael P. Beys
Title: Interim Chief Executive Officer

Exhibit 3.1

CERTIFICATE OF DESIGNATION
OF
SERIES J-1 NON-VOTING NON-CONVERTIBLE REDEEMABLE
PREFERRED STOCK
OF
FTE NETWORKS, INC.

I, the undersigned, hereby certify that I am the Interim Chief Executive Officer of FTE Networks, Inc. (the "**Corporation**"), a corporation organized and existing under the Nevada Revised Statutes (the "**NRS**"), and further do hereby certify:

FIRST: The original articles of incorporation of the Corporation were filed with the Secretary of State of Nevada on May 22, 2000, amended and restated on February 15, 2008, and amended and restated on April 24, 2008. The articles of incorporation of the Corporation as such may be amended or restated from time to time, are referred to herein as the "**Articles of Incorporation**."

SECOND: The Certificate of Designation of Series B Preferred Stock was filed with the Secretary of State of Nevada on June 19, 2008, and amended and restated on July 14, 2008.

THIRD: The Certificate of Designation of Series C Preferred Stock was filed with the Secretary of State of Nevada on March 25, 2011, amended on May 11, 2011, and further amended on October 14, 2011.

FOURTH: The Certificate of Designation of Series D Preferred Stock was filed with the Secretary of State of Nevada on June 17, 2013.

FIFTH: The Certificate of Designation of Series E Preferred Stock was filed with the Secretary of State of Nevada on June 17, 2013.

SIXTH: The Certificate of Designation of Series F Preferred Stock was filed with the Secretary of State of Nevada on November 2, 2015.

SEVENTH: The Certificate of Designation of Series G Preferred Stock was filed with the Secretary of State of Nevada on December 4, 2017.

EIGHTH: The Certificate of Designation of Series H Preferred Stock was filed with the Secretary of State of Nevada on June 28, 2019.

NINTH: The Certificate of Designation of Series I Preferred Stock was filed with the Secretary of State of Nevada on December 19, 2019.

TENTH: This Certificate of Designation of Series J-1 Preferred Stock was duly adopted in accordance with the Articles of Incorporation and NRS Section 78.1955 by the Board of Directors of the Corporation on March 15, 2021. No shares of Series J-1 Preferred Stock have been issued as of the date hereof.

ELEVENTH: The Certificate of Designation of Series J-2 Preferred Stock was duly adopted in accordance with the Articles of Incorporation and NRS Section 78.1955 by the Board of Directors of the Corporation on March 15, 2021.

TWELFTH: This Certificate of Designation of Series J-1 Preferred Stock is as follows:

1. Designation and Amount.

(a) Number of Shares. There is hereby created from the Five Million (5,000,000) shares of Preferred Stock, par value $0.01 per share (the "**Preferred Stock**"), authorized under the Articles of Incorporation, a series of preferred stock designated as Series J-1 Preferred Stock, par value $0.01 per share (the "**Series J-1 Preferred Stock**"). The authorized number of shares of the Series J-1 Preferred Stock is One Thousand (1,000) shares (the "**Authorized J-1 Shares**"). Fractional shares may be issued. The Corporation shall not issue or grant more than the Authorized J-1 Shares.

(b) Reacquired Shares. The Corporation may at any time and from time to time in compliance with applicable law purchase shares of Class J-1 Preferred Stock on the open market, pursuant to a tender offer or otherwise, at such price or prices and other terms as it determines; provided that the Corporation may not make any such purchases at a time when there are accumulated but unpaid dividends for one or more past dividend periods. Any shares of Series J-1 Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall become authorized but unissued shares of Series J-1 Preferred Stock and may be reissued, subject to any conditions and restrictions on issuance that may be set forth in the Articles of Incorporation or otherwise required by law.

(c) Rank. The Series J-1 Preferred Stock shall, with respect to voting rights, dividend rights, rights upon liquidation, winding up or dissolution, redemption rights and conversion rights, rank (i) junior to the Series A Preferred Stock, Series A-1 Preferred Stock (the " **Senior Securities**"), (ii) on a parity with the Series J-2 Preferred Stock and all other equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank on parity with the Series J-1 Preferred Stock, including the Series I Preferred Stock; and (iii) senior to all other classes or series of the Corporation's equity securities, currently outstanding or issued hereafter, including, the Corporation's common stock, par value $0.001 per share (the "**Common Stock**"), Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, Series H Preferred Stock and all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank junior to such Series J-1 Preferred Stock. Other than the issuance of shares of Series J-2 Preferred Stock and shares of Series I Preferred Stock (whether pursuant to the terms thereof as exist on the date of filing of this Certificate of Designation, or as the same may be amended hereafter), the Corporation shall not issue or grant any equity securities on parity with or senior to the Series J-1 Preferred Stock unless such issuance is approved in writing by the Required Series J-1 Holders. For purposes of this Section 1(c), the term "equity securities" shall not include convertible debt securities.

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2. Voting. Except as otherwise provided herein, in the Articles of Incorporation or as required by law, after the first issuance of shares of the Corporation's Series I Preferred Stock (the "Series I Issuance Date"), and so long as holders of the Series I Preferred Stock have the right to vote on all matters submitted or required to be submitted to a vote of the stockholders of the Corporation, the holders of the shares of Series J-1 Preferred Stock shall be entitled to vote on all matters submitted or required to be submitted to a vote of the holders of the Common Stock and shall be entitled to Six Thousand Four Hundred and Five and one-half (6,405.5) votes per share of Series J-1 Preferred Stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares or affecting the Common Stock. In each such case, except as otherwise required by law or expressly provided in Section 7 herein, the holders of shares of Series J-1 Preferred Stock, shares of Common Stock and other classes or series of voting capital stock shall vote together and not as separate classes. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Series J-1 Preferred Stock beneficially owned by any particular holder) shall be rounded down to the nearest whole number. At such time after the Series I Issuance Date as no further shares of Series I Preferred Stock are outstanding, the voting rights of the Series J-1 Preferred Stock set forth in this Section 2 shall be permanently extinguished, and the Series J-1 Preferred Stock shall not thereafter have any voting rights

notwithstanding the fact that shares of Series I preferred stock may be issued or sold by the Corporation thereafter.

3. Dividends. The holders of Series J-1 Preferred Stock shall not be entitled to receive dividends paid on the Common Stock.

4. Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series J-1 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, after payment shall be made to the holders of the Senior Securities, but before any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Series J-1 Preferred Stock, by reason of their ownership thereof, an amount equal to Ten Thousand dollars ($10,000.00) per share (or any fractional amount thereof for any fractional share), subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares.

(b) If upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series J-1 Preferred Stock the full preferential amounts to which they shall be entitled, the holders of Series J-1 Preferred Stock and any class or series of stock ranking on liquidation on a parity with the Series J-1 Preferred Stock shall share ratably in any distribution of the available assets and funds of the corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

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5. Conversion Rights. The shares of Series J-1 Preferred Stock shall have no conversion rights.

6. Redemption Rights.

(a) *Holders' Optional Redemption*. The Series J-1 Preferred Stock shall not be redeemable prior to June 30, 2022, except as described in this Section 6. At any time on or after June 30, 2022, the holders of not less than a majority of the outstanding Series J-1 Preferred Stock (the "**Required Series J-1 Holders**") shall have the right to elect to have, out of funds legally available therefor, all (but not less than all) of the then outstanding shares of Series J-1 Preferred Stock immediately redeemed by the Corporation for a price per share equal to Ten Thousand dollars ($10,000.00) for such share of Series J-1 Preferred Stock (or any fractional amount thereof for any fractional share), plus all declared and unpaid dividends on such share, if any (the "**Redemption Price**") by delivery of a written notice to the Corporation (the "**Holders' Redemption Notice**"). Any such redemption shall occur not more than 30 days following receipt by the Corporation of the Holders' Redemption Notice.

(b) *Change in Control Redemption*. If at any time after the date hereof there shall have been a Change in Control (as defined below), the Corporation shall promptly (and in any event within 30 days of the consummation) give written notice of the Change of Control to all holders of record of the shares of Class J-1 Preferred Stock, which notice shall reference the holders' redemption right pursuant to this Section 6(b) (a "**Change in Control Notice**"). Upon receipt of a Change in Control Notice, the Required Series J-1 Holders shall have the right to elect to have, out of funds legally available therefor, all (but not less than all) of the then outstanding shares of Series J-1 Preferred Stock immediately redeemed by the Corporation for a price per share equal the Redemption Price by delivery of a written notice to the Corporation (the "**Holders' CIC Notice**"). Any such redemption shall occur not more than 30 days following receipt by the Corporation of the Holders' CIC Notice.

(c) *Binding Effect on All Series J-1 Preferred Shares*. Upon receipt by the Corporation of either the Holders' Redemption Notice or Holders' CIC Notice, all holders of Series J-1 Preferred Stock shall be deemed to have elected to have all of their shares of Series J-1 Preferred Stock redeemed pursuant to this Section 6 and such election shall bind all holders of Series J-1 Preferred Stock.

(d) *Definition of Change in Control*. For purposes of Section 6(b), a Change in Control means, and shall be deemed to have occurred upon the occurrence of, any one of the following events:

(i) The acquisition in one or more transactions, other than from the Corporation, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act of 1934, as amended, the "**Exchange Act**")) (other than the Corporation, an affiliate of the Corporation or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or an affiliate of the Corporation, any Series J-1 Holder or any of their respective affiliates or associates (within the meaning of the Exchange Act), Alex or Antoni Szkaradek or any of their respective affiliates or associates, or any individual, entity or group holding of record or beneficially more than five percent (5%) of the Common Shares as of February 1, 2021 or any of their respective affiliates or associates) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a number of the Corporation's voting securities in excess of 50% of the Corporation's voting securities;

(ii) The consummation of a reorganization, merger or consolidation involving the Corporation, unless, following such reorganization, merger or consolidation, all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock and the Corporation's voting securities immediately prior to such reorganization, merger or consolidation, following such reorganization, merger or consolidation beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the entity resulting from such reorganization, merger or consolidation in substantially the same proportion as their ownership of the outstanding common stock and the Corporation's voting securities immediately prior to such reorganization, merger or consolidation, as the case may be;

(iii) The consummation of a sale or other disposition of all or substantially all the assets of the Corporation, unless, following such sale or disposition, all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock and the Corporation's voting securities immediately prior to such sale or disposition, following such sale or disposition beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the entity purchasing such assets in substantially the same proportion as their ownership of the outstanding common stock and the Corporation's voting securities immediately prior to such sale or disposition, as the case may be; or

(iv) a complete liquidation or dissolution of the Corporation.

7. Votes to Issue, or Change the Terms of Shares of Series J-1 Preferred Stock. Any amendment to this Certificate of Designation shall be effective upon (i) the approval of the Board of Directors of the Corporation and (ii) the affirmative vote of the holders of the Required Series J-1 Holders at a meeting duly called for such purpose, or by the written consent without a meeting of such holders. No vote of any other class or series of capital stock of the Corporation shall be required to amend this Certificate of Designation. The affirmative vote of the Required Series J-1 Holders shall be required for any amendment to the Corporation's Articles of Incorporation which would adversely affect any of the powers, designations, preferences and rights of the shares of Series J-1 Preferred Stock.

8 . Lost or Stolen Certificates. Upon receipt by the Corporation of evidence reasonably satisfactory to the Corporation of the loss, theft, destruction or mutilation of any certificates representing shares of Series J-1 Preferred Stock, and, in the case of loss, theft or destruction, of any indemnification undertaking by the holder of Series J-1 Preferred Stock to the Corporation in customary form and in the case of mutilation, upon surrender and cancellation of the certificate(s) representing shares of Series J-1 Preferred Stock, the Corporation shall execute and deliver new preferred share certificate(s) of like tenor and date.

9. Notices. Whenever notice is required to be given hereunder, unless otherwise provided herein, such notice shall be given in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Corporation, at the Corporation's executive offices or (b) if to a holder of the Series J-1 Preferred Stock, at the address set forth on Corporation's books and records.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series J-1 Preferred Stock of FTE Holdings, Inc. to be signed by its Chief Executive Officer on this [__] day of March, 2021.

By: ______________________________
Name: Michael P. Beys
Title: Interim Chief Executive Officer

Exhibit 3.2

CERTIFICATE OF DESIGNATION
OF
SERIES J-2 NON-VOTING NON-CONVERTIBLE REDEEMABLE
PREFERRED STOCK
OF
FTE NETWORKS, INC.

I, the undersigned, hereby certify that I am the Interim Chief Executive Officer of FTE Networks, Inc. (the "**Corporation**"), a corporation organized and existing under the Nevada Revised Statutes (the "**NRS**"), and further do hereby certify:

FIRST: The original articles of incorporation of the Corporation were filed with the Secretary of State of Nevada on May 22, 2000, amended and restated on February 15, 2008, and amended and restated on April 24, 2008. The articles of incorporation of the Corporation as such may be amended or restated from time to time, are referred to herein as the "**Articles of Incorporation**."

SECOND: The Certificate of Designation of Series B Preferred Stock was filed with the Secretary of State of Nevada on June 19, 2008, and amended and restated on July 14, 2008.

THIRD: The Certificate of Designation of Series C Preferred Stock was filed with the Secretary of State of Nevada on March 25, 2011, amended on May 11, 2011, and further amended on October 14, 2011.

FOURTH: The Certificate of Designation of Series D Preferred Stock was filed with the Secretary of State of Nevada on June 17, 2013.

FIFTH: The Certificate of Designation of Series E Preferred Stock was filed with the Secretary of State of Nevada on June 17, 2013.

SIXTH: The Certificate of Designation of Series F Preferred Stock was filed with the Secretary of State of Nevada on November 2, 2015.

SEVENTH: The Certificate of Designation of Series G Preferred Stock was filed with the Secretary of State of Nevada on December 4, 2017.

EIGHTH: The Certificate of Designation of Series H Preferred Stock was filed with the Secretary of State of Nevada on June 28, 2019.

NINTH: The Certificate of Designation of Series I Preferred Stock was filed with the Secretary of State of Nevada on December 19, 2019.

TENTH: The Certificate of Designation of Series J-1 Preferred Stock was duly adopted in accordance with the Articles of Incorporation and NRS Section 78.1955 by the Board of Directors of the Corporation on March 15, 2021.

ELEVENTH: This Certificate of Designation of Series J-2 Preferred Stock was duly adopted in accordance with the Articles of Incorporation and NRS Section 78.1955 by the Board of Directors of the Corporation on March 15, 2021. No shares of Series J-2 Preferred Stock have been issued as of the date hereof.

TWELFTH: This Certificate of Designation of Series J-2 Preferred Stock is as follows:

1. Designation and Amount.

(a) Number of Shares. There is hereby created from the Five Million (5,000,000) shares of Preferred Stock, par value $0.01 per share (the "**Preferred Stock**"), authorized under the Articles of Incorporation, a series of preferred stock designated as Series J-2 Preferred Stock, par value $0.01 per share (the "**Series J-2 Preferred Stock**"). The authorized number of shares of the Series J-2 Preferred Stock is One Thousand (1,000) shares (the "**Authorized J-2 Shares**"). Fractional shares may be issued. The Corporation shall not issue or grant more than the Authorized J-2 Shares.

(b) Reacquired Shares. The Corporation may at any time and from time to time in compliance with applicable law purchase shares of Class J-2 Preferred Stock on the open market, pursuant to a tender offer or otherwise, at such price or prices and other terms as it determines; provided that the Corporation may not make any such purchases at a time when there are accumulated but unpaid dividends for one or more past dividend periods. Any shares of Series J-2 Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall become authorized but unissued shares of Series J-2 Preferred Stock and may be reissued, subject to any conditions and restrictions on issuance that may be set forth in the Articles of Incorporation or otherwise required by law.

(c) Rank. The Series J-2 Preferred Stock shall, with respect to voting rights, dividend rights, rights upon liquidation, winding up or dissolution, redemption rights and conversion rights, rank (i) junior to the Series A Preferred Stock, Series A-1 Preferred Stock (the " **Senior Securities**"), (ii) on a parity with the Series J-1 Preferred Stock and all other equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank on parity with the Series J-2 Preferred Stock, including the Series I Preferred Stock; and (iii) senior to all other classes or series of the Corporation's equity securities, currently outstanding or issued hereafter, including, the Corporation's common stock, par value $0.001 per share (the "**Common Stock**"), Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, Series H Preferred Stock and all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank junior to such Series J-2 Preferred Stock. Other than the issuance of shares of Series J-1 Preferred Stock and shares of Series I Preferred Stock (whether pursuant to the terms thereof as exist on the date of filing of this Certificate of Designation, or as the same may be amended hereafter), the Corporation shall not issue or grant any equity securities on parity with or senior to the Series J-2 Preferred Stock unless such issuance is approved in writing by the Required Series J-2 Holders. For purposes of this Section 1(c), the term "equity securities" shall not include convertible debt securities.

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2. Voting. Except as otherwise provided herein, in the Articles of Incorporation or as required by law, after the first issuance of shares of the Corporation's Series I Preferred Stock (the "Series I Issuance Date"), and so long as holders of the Series I Preferred Stock have the right to vote on all matters submitted or required to be submitted to a vote of the stockholders of the Corporation, the holders of the shares of Series J-2 Preferred Stock shall be entitled to vote on all matters submitted or required to be submitted to a vote of the holders of the Common Stock and shall be entitled to Six Thousand Four Hundred and Five and one-half (6,405.5) votes per share of Series J-2 Preferred Stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares or affecting the Common Stock. In each such case, except as otherwise required by law or expressly provided in Section 7 herein, the holders of shares of Series J-2 Preferred Stock, shares of Common Stock and other classes or series of voting capital stock shall vote together and not as separate classes. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Series J-2 Preferred Stock beneficially owned by any particular holder) shall be rounded down to the nearest whole number. At such time after the Series I Issuance Date as no further shares of Series I Preferred Stock are outstanding, the voting rights of the Series J-2 Preferred Stock set forth in this Section 2 shall be permanently extinguished, and the Series J-2 Preferred Stock shall not thereafter have any voting rights

notwithstanding the fact that shares of Series I preferred stock may be issued or sold by the Corporation thereafter.

3. Dividends. The holders of Series J-2 Preferred Stock shall not be entitled to receive dividends paid on the Common Stock.

4. Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series J-2 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, after payment shall be made to the holders of the Senior Securities, but before any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Series J-2 Preferred Stock, by reason of their ownership thereof, an amount equal to Ten Thousand dollars ($10,000.00) per share (or any fractional amount thereof for any fractional share), subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares.

(b) If upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series J-2 Preferred Stock the full preferential amounts to which they shall be entitled, the holders of Series J-2 Preferred Stock and any class or series of stock ranking on liquidation on a parity with the Series J-2 Preferred Stock shall share ratably in any distribution of the available assets and funds of the corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

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5. Conversion Rights. The shares of Series J-2 Preferred Stock shall have no conversion rights.

6. Redemption Rights.

(a) *Holders' Optional Redemption*. The Series J-2 Preferred Stock shall not be redeemable prior to December 31, 2022, except as described in this Section 6. At any time on or after December 31, 2022, the holders of not less than a majority of the outstanding Series J-2 Preferred Stock (the "**Required Series J-2 Holders**") shall have the right to elect to have, out of funds legally available therefor, all (but not less than all) of the then outstanding shares of Series J-2 Preferred Stock immediately redeemed by the Corporation for a price per share equal to Ten Thousand dollars ($10,000.00) for such share of Series J-2 Preferred Stock (or any fractional amount thereof for any fractional share), plus all declared and unpaid dividends on such share, if any (the "**Redemption Price**") by delivery of a written notice to the Corporation (the "**Holders' Redemption Notice**"). Any such redemption shall occur not more than 30 days following receipt by the Corporation of the Holders' Redemption Notice.

(b) *Change in Control Redemption*. If at any time after the date hereof there shall have been a Change in Control (as defined below), the Corporation shall promptly (and in any event within 30 days of the consummation) give written notice of the Change of Control to all holders of record of the shares of Class J-2 Preferred Stock, which notice shall reference the holders' redemption right pursuant to this Section 6(b) (a "**Change in Control Notice**"). Upon receipt of a Change in Control Notice, the Required Series J-2 Holders shall have the right to elect to have, out of funds legally available therefor, all (but not less than all) of the then outstanding shares of Series J-2 Preferred Stock immediately redeemed by the Corporation for a price per share equal the Redemption Price by delivery of a written notice to the Corporation (the "**Holders' CIC Notice**"). Any such redemption shall occur not more than 30 days following receipt by the Corporation of the Holders' CIC Notice.

(c) *Binding Effect on All Series J-2 Preferred Shares*. Upon receipt by the Corporation of either the Holders' Redemption Notice or Holders' CIC Notice, all holders of Series J-2 Preferred Stock shall be deemed to have elected to have all of their shares of Series J-2 Preferred Stock redeemed pursuant to this Section 6 and such election shall bind all holders of Series J-2 Preferred Stock.

(d) *Definition of Change in Control*. For purposes of Section 6(b), a Change in Control means, and shall be deemed to have occurred upon the occurrence of, any one of the following events:

(i) The acquisition in one or more transactions, other than from the Corporation, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act of 1934, as amended, the "**Exchange Act**")) (other than the Corporation, an affiliate of the Corporation or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or an affiliate of the Corporation, any Series J-2 Holder or any of their respective affiliates or associates (within the meaning of the Exchange Act), Alex or Antoni Szkaradek or any of their respective affiliates or associates, or any individual, entity or group holding of record or beneficially more than five percent (5%) of the Common Shares as of February 1, 2021 or any of their respective affiliates or associates) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a number of the Corporation's voting securities in excess of 50% of the Corporation's voting securities;

(ii) The consummation of a reorganization, merger or consolidation involving the Corporation, unless, following such reorganization, merger or consolidation, all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock and the Corporation's voting securities immediately prior to such reorganization, merger or consolidation, following such reorganization, merger or consolidation beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the entity resulting from such reorganization, merger or consolidation in substantially the same proportion as their ownership of the outstanding common stock and the Corporation's voting securities immediately prior to such reorganization, merger or consolidation, as the case may be;

(iii) The consummation of a sale or other disposition of all or substantially all the assets of the Corporation, unless, following such sale or disposition, all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock and the Corporation's voting securities immediately prior to such sale or disposition, following such sale or disposition beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the entity purchasing such assets in substantially the same proportion as their ownership of the outstanding common stock and the Corporation's voting securities immediately prior to such sale or disposition, as the case may be; or

(iv) a complete liquidation or dissolution of the Corporation.

7. Votes to Issue, or Change the Terms of Shares of Series J-2 Preferred Stock. Any amendment to this Certificate of Designation shall be effective upon (i) the approval of the Board of Directors of the Corporation and (ii) the affirmative vote of the holders of the Required Series J-2 Holders at a meeting duly called for such purpose, or by the written consent without a meeting of such holders. No vote of any other class or series of capital stock of the Corporation shall be required to amend this Certificate of Designation. The affirmative vote of the Required Series J-2 Holders shall be required for any amendment to the Corporation's Articles of Incorporation which would adversely affect any of the powers, designations, preferences and rights of the shares of Series J-2 Preferred Stock.

8 . Lost or Stolen Certificates. Upon receipt by the Corporation of evidence reasonably satisfactory to the Corporation of the loss, theft, destruction or mutilation of any certificates representing shares of Series J-2 Preferred Stock, and, in the case of loss, theft or destruction, of any indemnification undertaking by the holder of Series J-2 Preferred Stock to the Corporation in customary form and in the case of mutilation, upon surrender and cancellation of the certificate(s) representing shares of Series J-2 Preferred Stock, the Corporation shall execute and deliver new preferred share certificate(s) of like tenor and date.

9. Notices. Whenever notice is required to be given hereunder, unless otherwise provided herein, such notice shall be given in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Corporation, at the Corporation's executive offices or (b) if to a holder of the Series J-2 Preferred Stock, at the address set forth on Corporation's books and records.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series J-2 Preferred Stock of FTE Holdings, Inc. to be signed by its Chief Executive Officer on this [__] day of March. 2021.

By: ______________________________
Name: Michael P. Beys
Title: Interim Chief Executive Officer

Exhibit 3.3

EXHIBIT A

**AMENDED AND RESTATED CERTIFICATE OF DESIGNATION
OF
SERIES I CONVERTIBLE REDEEMABLE
PREFERRED STOCK
OF
FTE NETWORKS, INC.**

I, the undersigned, hereby certify that I am the Interim Chief Executive Officer of FTE Networks, Inc. (the "**Corporation**"), a corporation organized and existing under the Nevada Revised Statutes (the "**NRS**"), and further do hereby certify:

FIRST: The original articles of incorporation of the Corporation were filed with the Secretary of State of Nevada on May 22, 2000, amended and restated on February 15, 2008, and amended and restated on April 24, 2008. The articles of incorporation of the Corporation as such may be amended or restated from time to time, are referred to herein as the "**Articles of Incorporation**."

SECOND: The Certificate of Designation of Series B Preferred Stock was filed with the Secretary of State of Nevada on June 19, 2008, and amended and restated on July 14, 2008.

THIRD: The Certificate of Designation of Series C Preferred Stock was filed with the Secretary of State of Nevada on March 25, 2011, amended on May 11, 2011, and further amended on October 14, 2011.

FOURTH: The Certificate of Designation of Series D Preferred Stock was filed with the Secretary of State of Nevada on June 17, 2013.

FIFTH: The Certificate of Designation of Series E Preferred Stock was filed with the Secretary of State of Nevada on June 17, 2013.

SIXTH: The Certificate of Designation of Series F Preferred Stock was filed with the Secretary of State of Nevada on November 2, 2015.

SEVENTH: The Certificate of Designation of Series G Preferred Stock was filed with the Secretary of State of Nevada on December 4, 2017.

EIGHTH: The Certificate of Designation of Series H Preferred Stock was filed with the Secretary of State of Nevada on June 28, 2019.

NINTH: The Certificate of Designation of Series I Preferred Stock was filed with the Secretary of State of Nevada on December 23, 2019.

TENTH: The Certificates of Designation of Series J-1 Preferred Stock and Series J-2 Preferred Stock were filed with the Secretary of State of Nevada on March 31, 2021.

ELEVENTH: This Amended and Restated Certificate of Designation of Series I Preferred Stock was duly adopted in accordance with the Articles of Incorporation and NRS Section 78.1955 by the written consent of the Board of Directors of the Corporation on March 25, 2021. No shares of Series I Preferred Stock have been issued as of the date hereof.

TWELFTH: This Amended and Restated Certificate of Designation of Series I Preferred Stock is as follows:

1. Designation and Amount.

(a) Number of Shares. There is hereby created from the Five Million (5,000,000) shares of Preferred Stock, par value $0.01 per share (the "**Preferred Stock**"), authorized under the Articles of Incorporation, a series of preferred stock designated as Series I Preferred Stock, par value $0.01 per share (the "**Series I Preferred Stock**"). The authorized number of shares of the Series I Preferred Stock is Two Hundred (200) shares (the "**Authorized I Shares**"). Fractional shares may be issued. The Corporation shall not issue or grant more than the Authorized I Shares.

(b) Reacquired Shares. The Corporation may at any time and from time to time in compliance with applicable law purchase shares of Series I Preferred Stock on the open market, pursuant to a tender offer or otherwise, at such price or prices and other terms as it determines; provided that the Corporation may not make any such purchases at a time when there are accumulated but unpaid dividends for one or more past dividend periods. Any shares of Series I Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever (other than by conversion into the Corporation's common stock, par value $0.001 per share (the "**Common Stock**")) shall become authorized but unissued shares of Series I Preferred Stock and may be reissued, subject to any conditions and restrictions on issuance that may be set forth in the Articles of Incorporation or otherwise required by law.

(c) Rank. The Series I Preferred Stock shall, with respect to voting rights, dividend rights, rights upon liquidation, winding up or dissolution, redemption rights and conversion rights, rank (i) junior to the Series A Preferred Stock, Series A-1 Preferred Stock (the " **Senior Securities**"), (ii) on a parity with the Series J-1 Preferred Stock and the Series J-2 Preferred Stock (except as to voting rights) and all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank on parity with the Series I Preferred Stock; and (iii) senior to all other classes or series of the Corporation's equity securities, currently outstanding or issued hereafter, including, the Common Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, Series H Preferred Stock, Series I Preferred Stock and all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank junior to such Series I Preferred Stock. Other than shares of Series J-1 or J-2 Preferred Stock, the Corporation shall not issue or grant any equity securities on parity with or senior to the Series I Preferred Stock unless such issuance is approved in writing by the Required Series I Holders (as defined below). For purposes of this Section 1(c), the term "equity securities" shall not include convertible debt securities.

2. Voting. Except as otherwise provided herein, in the Articles of Incorporation or as required by law, the holders of the shares of Series I Preferred Stock and the holders of the Common Stock shall be entitled to vote on all matters submitted or required to be submitted to a vote of the stockholders of the Corporation and shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which such shares of Series I Preferred Stock are convertible pursuant to the provisions hereof, at the record date for the determination of stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited. In each such case, except as otherwise required by law or expressly provided in Section 7 herein, the holders of shares of Series I Preferred Stock and shares of Common Stock shall vote together and not as separate classes. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Preferred Stock held by each holder could be converted) shall be

rounded down to the nearest whole number.

3. Dividends. The holders of Series I Preferred Stock shall not be entitled to receive dividends paid on the Common Stock.

4. Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series I Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, after payment shall be made to the holders of the Senior Securities, but before any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Series I Preferred Stock, by reason of their ownership thereof, an amount equal to One Hundred Thousand dollars ($100,000.00) per share (or any fractional amount thereof for any fractional share), subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares.

(b) If upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series I Preferred Stock the full preferential amounts to which they shall be entitled, the holders of Series I Preferred Stock and any class or series of stock ranking on liquidation on a parity with the Series I Preferred Stock shall share ratably in any distribution of the available assets and funds of the corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

5. Conversion Rights. The shares of Series I Preferred Stock shall have the conversion rights set forth in this Section 5.

(a) Mandatory Conversion. Immediately upon the listing or quotation of the Common Stock, or the availability of the Common Stock for trading, on any stock exchange, over-the-counter market or other trading system (the "Conversion Date"), each outstanding share of Series I Preferred Stock, if any, shall, without any action on the part of the holder thereof or the Corporation, be converted automatically into such number of fully paid and non-assessable shares of Common Stock equal to the Conversion Rate then in effect for the Series I Preferred Stock. Such conversion shall be automatic, without need for any further action by the holders of shares of Series I Preferred Stock and regardless of whether the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing such shares of Series I Preferred Stock so converted are surrendered to the Corporation in accordance with the procedures described in Subsection 5(c) below. Upon the conversion of the Series I Preferred Stock pursuant to this Subsection 5(a), the Corporation shall promptly send written notice thereof, in accordance with Section 9 below, to each holder of record of Series I Preferred Stock at his, her or its address then shown on the records of the Corporation, which notice shall state that certificates evidencing shares of Series I Preferred Stock must be surrendered at the office of the Corporation (or of its transfer agent for the Common Stock, if applicable) in the manner described in Subsection 5(c) below.

(b) No Other Conversion Rights. A holder of Series I Preferred Stock shall have no conversion right other than as set forth in Subsection 5(a).

(c) Mechanics of Conversion.

(i) Before any holder of Series I Preferred Stock shall be entitled to receive certificates representing the shares of Common Stock into which shares of Series I Preferred Stock are converted in accordance with Subsection 5(a) above, such holder shall surrender the certificate or certificates for such shares of Series I Preferred Stock duly endorsed at (or in the case of any lost, mislaid, stolen or destroyed certificate(s) for such shares, deliver an affidavit as to the loss of such certificate(s), in such form as the Corporation may reasonably require, to) the office of the Corporation or of any transfer agent for the Series I Preferred Stock, and shall give written notice (the "**Surrender Notice**") to the Corporation at such office of the name or names (with addresses and tax identification or social security numbers) in which such holder wishes the certificate or certificates for shares of Common Stock to be issued, if different from the name shown on the books and records of the Corporation. Said Surrender Notice shall also contain such representations as may reasonably be required by the Corporation to the effect that the shares to be received upon conversion are not being acquired and will not be transferred in any way that might violate the then applicable securities laws. All certificates issued upon the exercise or occurrence of the conversion may contain a legend governing restrictions upon such shares imposed by law or agreement of the holder or his, her, or its predecessors. Such conversion shall be deemed to have been effected as of the close of business on the Conversion Date, and the person or persons entitled to receive the shares of Common Stock issuable upon conversion shall be treated for all purposes as the holder or holders of record of such shares of Common Stock as of the close of business on the Conversion Date.

(ii) The Corporation shall issue certificates representing the shares of Common Stock to be received by a holder of Series I Preferred Stock upon conversion of the Series I Preferred Stock (the "**Conversion Shares**") and shall transmit the certificates (or a corresponding statement of ownership reflecting a book entry for the Conversion Shares with the Corporation's transfer agent) by messenger or reputable overnight delivery service to reach the address designated by such holder, as promptly as practicable after the receipt by the Corporation of such holders' Surrender Notice.

(d) Conversion Rate. The initial conversion rate for the Series I Preferred Stock shall be Sixty Four Thousand and Fifty Five (64,055), such value to be subject to adjustment in accordance with the provisions of this Section 5. Such conversion rate in effect from time to time, as adjusted pursuant to this Section 5, is referred to herein as the "**Conversion Rate**". All of the remaining provisions of this Section 5 shall apply separately to each Conversion Rate in effect from time to time with respect to Series I Preferred Stock.

(e) Adjustment of Conversion Rate and Conversion Shares.

(i) If at any time while the Series I Preferred Stock is outstanding, the Corporation shall:

(1) cause the holders of its Common Stock to be entitled to receive a dividend, payable in, or other distribution of, additional shares of Common Stock,

(2) subdivide its outstanding shares of Common Stock into a larger number of shares of Common Stock, or

(3) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock,

then in each such case the Conversion Rate shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately after such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately before such event. Any adjustment made pursuant to clause (1) of this Subsection 5(e)(i) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clauses (2) or (3) of this Subsection 5(e)(i) shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that a Conversion Rate is calculated hereunder, then the calculation of such Conversion Rate shall be adjusted appropriately to reflect such event.

(ii) In the event of changes in the outstanding Common Stock of the Corporation by reason of recapitalizations, reclassifications, combinations or exchanges of shares, separations, reorganizations, liquidations, consolidation, acquisition of the Corporation (whether through merger or acquisition of substantially all the

assets or stock of the Corporation), or the like, the number, class and type of shares available upon conversion of the Series I Preferred Stock in the aggregate and the Conversion Value shall be correspondingly adjusted to give each holder of Series I Preferred Stock the total number, class, and type of shares or other property as such holder would have owned on an As-Converted Basis (as defined below) prior to the event and had such holder continued to hold such shares until the event requiring adjustment. "**As-Converted Basis**" means, as of the time of determination, that number of shares of Common Stock which a holder of Series I Preferred Stock would hold if all shares of Series I Preferred Stock held by such holder were converted into shares of Common Stock pursuant to Section 5 hereof (regardless of the number of shares of Common Stock that the Corporation is then authorized to issue) at the then applicable Conversion Value (as defined below) regardless of whether such shares of Common Stock are then authorized for issuance.

6. Redemption Rights Upon Change in Control.

(a) Right of Redemption. If at any time after the date hereof there shall have been a Change in Control (as defined below), the Corporation shall promptly (and in any event within 30 days of the consummation) give written notice of the Change of Control to all holders of record of the shares of Series I Preferred Stock, which notice shall reference the holders' redemption right pursuant to this Section 6(a) (a "**Change in Control Notice**"). Upon receipt of a Change in Control Notice, the holders of not less than a majority of the outstanding Series I Preferred Stock (the "**Required Series I Holders**") shall have the right to elect to have, out of funds legally available therefor, all (but not less than all) of the then outstanding shares of Series I Preferred Stock immediately redeemed by the Corporation for a price per share equal to One Hundred Thousand dollars ($100,000.00) for such share of Series I Preferred Stock (or any fractional amount thereof for any fractional share), plus all declared and unpaid dividends on such share, if any (the "**Redemption Price**") by delivery of a written notice to the Corporation (the "**Holders' CIC Notice**"). Any such redemption shall occur not more than 30 days following receipt by the Corporation of the Holders' CIC Notice.

(b) Binding Effect on All Series I Preferred Shares. Upon receipt by the Corporation of the Holders' CIC Notice, all holders of Series I Preferred Stock shall be deemed to have elected to have all of their shares of Series I Preferred Stock redeemed pursuant to this Section 6 and such election shall bind all holders of Series I Preferred Stock.

(c) Definition of Change in Control. For purposes of Section 6(b), a Change in Control means, and shall be deemed to have occurred upon the occurrence of, any one of the following events:

(i) The acquisition in one or more transactions, other than from the Corporation, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act of 1934, as amended, the "**Exchange Act**")) (other than the Corporation, an affiliate of the Corporation or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or an affiliate of the Corporation, any holder of Series I Preferred Stock or any of their respective affiliates or associates (within the meaning of the Exchange Act), Alex or Antoni Szkaradek or any of their respective affiliates or associates, or any individual, entity or group holding of record or beneficially more than five percent (5%) of the Common Shares as of February 1, 2021 or any of their respective affiliates or associates) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a number of the Corporation's voting securities in excess of 50% of the Corporation's voting securities;

(ii) The consummation of a reorganization, merger or consolidation involving the Corporation, unless, following such reorganization, merger or consolidation, all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock and the Corporation's voting securities immediately prior to such reorganization, merger or consolidation, following such reorganization, merger or consolidation beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the entity resulting from such reorganization, merger or consolidation in substantially the same proportion as their ownership of the outstanding common stock and the Corporation's voting securities immediately prior to such reorganization, merger or consolidation, as the case may be;

(iii) The consummation of a sale or other disposition of all or substantially all the assets of the Corporation, unless, following such sale or disposition, all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock and the Corporation's voting securities immediately prior to such sale or disposition, following such sale or disposition beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the entity purchasing such assets in substantially the same proportion as their ownership of the outstanding common stock and the Corporation's voting securities immediately prior to such sale or disposition, as the case may be; or

(iv) a complete liquidation or dissolution of the Corporation.

7. Votes to Issue, or Change the Terms of Shares of Series I Preferred Stock. Any amendment to this Certificate of Designation shall be effective upon (i) the approval of the Board of Directors of the Corporation and (ii) the affirmative vote of the holders of the Required Series I Holders at a meeting duly called for such purpose, or by the written consent without a meeting of such holders. No vote of any other class or series of capital stock of the Corporation shall be required to amend this Certificate of Designation. The affirmative vote of the Required Series I Holders shall be required for any amendment to the Corporation's Articles of Incorporation which would adversely affect any of the powers, designations, preferences and rights of the shares of Series I Preferred Stock.

8 . Lost or Stolen Certificates. Upon receipt by the Corporation of evidence reasonably satisfactory to the Corporation of the loss, theft, destruction or mutilation of any certificates representing shares of Series I Preferred Stock, and, in the case of loss, theft or destruction, of any indemnification undertaking by the holder of Series I Preferred Stock to the Corporation in customary form and in the case of mutilation, upon surrender and cancellation of the certificate(s) representing shares of Series I Preferred Stock, the Corporation shall execute and deliver new preferred share certificate(s) of like tenor and date.

9. Notices. Whenever notice is required to be given hereunder, unless otherwise provided herein, such notice shall be given in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Corporation, at the Corporation's executive offices or (b) if to a holder of the Series I Preferred Stock, at the address set forth on Corporation's books and records.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series I Preferred Stock of FTE Holdings, Inc. to be signed by its Chief Executive Officer on this 2nd day of April 2021.

By: ______________________________
Name: Michael P. Beys
Title: Interim Chief Executive Officer

Exhibit 10.1

MODIFICATION AND SETTLEMENT AGREEMENT

This Modification and Settlement Agreement (this "Agreement") is entered into as of March 16, 2021, by and among FTE Networks, Inc., a Nevada corporation (the "Corporation"), on the one hand, and Lateral Juscom Feeder LLC, a Delaware limited liability company ("Lateral"), Lateral US Credit Opportunities Fund, L.P., a Delaware limited partnership ("LUSCOF") and Lateral SMA Agent LLC, a Delaware limited liability company ("Lateral SMA," and WVP Emerging Manager Private Fund, LLC on behalf of and for the account of WVP Emerging Manager Private Fund – Lateral Series, a Delaware limited liability company ("WVP," and together with Lateral, LUSCOF and Lateral SMA, the "Lateral Parties") on the other hand. Each of the Corporation and the Lateral Parties is a "Party" and, collectively, the "Parties."

RECITALS

WHEREAS, as of the date hereof, the Lateral Parties collectively beneficially own 8,128,688 shares of the common stock, par value $0.001 per share (the "Common Shares"), of the Corporation, including (i) 4,193,207 outstanding Common Shares, (ii) 1,586,865 Common Shares underlying Series A-1 Warrants (the "Series A-1 Warrants"), pursuant to that certain Series A-1 Warrant Agreement, dated as of July 2, 2019 (the "Series A-1 Warrant Agreement"), (iii) 1,586,865 Common Shares underlying Series A-2 Warrants (the "Series A-2 Warrants"), pursuant to that certain Series A-2 Warrant Agreement, dated as of July 2, 2019 (the "Series A-2 Warrant Agreement" and together with the Series A-1 Warrant Agreement, the "Warrant Agreements"), and 761,750 Common Shares underlying other warrants issued by the Corporation to the Lateral Parties prior to the Warrant Agreements (the "Other Lateral Warrants"), each to purchase one Common Share at a price per share set forth therein, in each case on the terms and conditions set forth in the Warrant Agreements and the Other Lateral Warrants, as the case may be;

WHEREAS, the Warrant Agreements provide that as soon as practicable after December 31, 2019 (the "Original True-Up Date"), the number of Warrant Shares (as defined therein) that may be purchased upon exercise of the Series A-1 Warrants and Series A-2 Warrants of the Corporation would automatically without any further action by any holder thereof or the Corporation be increased or decreased, so that after such adjustment, the sum of (i) the number of Common Shares issuable upon the exercise of all outstanding Series A-1 Warrants and Series A- 2 Warrants of the Corporation, plus (iii) 4,193,207 Common Shares (previously issued to the Lateral Parties other than Niagara Nominee, L.P. prior to the date hereof) equals 25.0% of the total issued and outstanding Common Shares (on a fully-diluted basis) on the Original True-Up Date (the "True-Up Provision").

WHEREAS, on December 30, 2019, the Corporation consummated a purchase of the equity and certain business assets (the "Vision Acquisition") pursuant to that certain Purchase Agreement dated as of December 20, 2019 (the "Purchase Agreement"), by and among the Corporation, (ii) US Home Rentals LLC, a Delaware limited liability company, (x) Vision Property Management, LLC, a South Carolina limited liability company and certain other sellers named therein, and certain other parties named therein.

WHEREAS, the Lateral Parties have provided an aggregate of approximately $2,000,000 in critical funding to support the Corporation's working capital requirements and operations.

WHEREAS, the Parties wish to cancel the Warrant Agreements and the Other Lateral Warrants in exchange for Common Shares to reflect certain negotiated effects of the Vision Acquisition.

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

1. Cancelation of Warrants and Issuance of New Shares.

(a) Each Lateral Party owns, of record and beneficially, warrants evidencing (as of their original issuance date) the right to purchase the number of Series A-1 Warrants or A- 2 Warrants corresponding to each Lateral Party's name on Schedule A attached hereto, together with any additional shares eligible to be purchased thereunder as a result of the anti-dilution provisions of such warrants. The Lateral Parties (i) have good and valid title to and record and beneficial ownership of the Series A-1 Warrants and Series A-2 Warrants originally representing the right to purchase an aggregate of 3,173,731 Common Shares (along with any additional Common Shares eligible to be purchased thereunder as a result of the anti-dilution provisions of such warrants), and Other Lateral Warrants representing the right to purchase an aggregate of 761,750 Common Shares (along with any additional Common Shares eligible to be purchased thereunder as a result of the anti-dilution provisions of such warrants) (all such Series A-1 Warrants, Series A-2 Warrants and Other Lateral Warrants being herein referred to as the " Subject Warrants"), in each case free and clear of any liens or rights of others; (ii) have not transferred any of the Subject Warrants of the Corporation or any rights thereunder to any other person, other than to the Corporation pursuant to the cancellation contemplated by this Agreement.

(b) On the date hereof, the Corporation shall issue to the Lateral Parties the number of Common Shares corresponding to each Lateral Party's name on Schedule A attached hereto designated as "Settlement Date Shares".

(c) Immediately upon the satisfaction of the preceding sentence, all of the Subject Warrants shall be automatically and without any further action of the parties hereto, cancelled and be of no further force or effect, including, without limitation any effect of the True- Up Provision in the Warrant Agreements. No Common Shares or any other securities or other property have been acquired, and as a result of their cancellation pursuant to this paragraph no Common Shares or any other securities or other property may been acquired, pursuant to the Subject Warrants.

2. Issuance of Series J-1 and J-2 Redeemable Non-Convertible Preferred Shares.

(a) In consideration of the modification of the Warrant Agreements as set forth above and for other good and valuable consideration, within three business days after the date of this Agreement, the Corporation shall take all necessary action (including all necessary filings with the Secretary of State of Nevada) to issue to the Lateral Parties an aggregate amount of $10,000,000 in stated value of Series J-1 Non-Voting Non-Convertible Redeemable Preferred Stock (the "Series J-1 Preferred Shares") and an aggregate amount of $10,000,000 in stated value of Series J-2 Non-Voting Non-Convertible Redeemable Preferred Stock (the "Series J-2 Preferred Shares", and together with the Series J-1 Preferred Shares, the "Preferred Shares") to the Lateral Parties, to be allocated among the Lateral Parties as set forth in Schedule B. The Preferred Shares shall have the terms and conditions set forth in the Form of Certificate of Designation set forth as Exhibit A hereto.

(b) The Corporation and the Lateral Parties shall cooperate in good faith to ensure that the Preferred Shares are issued as promptly as possible and to cause the Preferred Shares to be considered to be outstanding as of December 31, 2020, to the extent permitted by and consistent with applicable legal and accounting requirements.

3. MCA Litigation Recovery. The Lateral Parties shall pay to the Corporation, not later than 60 days following receipt of any amounts recovered from any of those certain commercial tort litigation claims, fraud claims, and insurance claims against various lenders under various merchant cash advances for indebtedness (other than, for the avoidance of doubt, any convertible promissory notes or similar notes evidencing indebtedness for borrowed money) that was incurred but not permitted under the agreements governing the Corporation's indebtedness, including but not limited to claims against those entities set forth on Exhibit B hereto (collectively, the "MCA Claims"), an amount

equal to 50% of any amounts received from any such MCA Claim in excess of an annualized preferred return of 100% on any amounts invested or expended by the Lateral Parties in pursuing such MCA Claims. This preferred return shall not exceed three times such amounts invested or expended. By way of illustration, if the recovery on a claim was $120,000 and was received 36 months after the Lateral Parties expended $30,000 to recover that amount, the payment to the Corporation would be $15,000. The Lateral Parties shall provide annually to the Corporation an accounting of any and all amounts invested or expended pursuing the MCA Claims. The Lateral Parties acknowledge that as of the date of this Agreement, they have not yet invested or expended any amounts in pursuing such MCA Claims, nor received any sums on account of such Claims.

4. Future True-Up Shares.

(a) Immediately upon the earlier of the Conversion Date (as defined in the Certificate of Designation with respect to the Series I Preferred Shares) or the conversion of any Series I Preferred Shares into fully paid and non-assessable Common Shares or the redemption, repurchase, repayment, tender or other monetization of any Series I Preferred Shares (the "Future True-Up Date"), the Corporation shall take all necessary action (including all necessary filingswith the Secretary of State of Nevada) to issue to the Lateral Parties the number of Common Shares corresponding to each Lateral Party's name on Schedule A attached hereto designated as "Future True-Up Shares".

5. No Further Adjustments. The Lateral Parties agree and acknowledge that they have no agreement, arrangement or understanding with the Corporation to provide or enter into any modification of this Agreement or the transactions contemplated hereby, or to issue or provide any additional shares of any class or series (or any rights to acquire any such shares) or any consideration of any other type or nature to any of the Lateral Parties, as a result of or relating to any agreement or arrangement that may be entered into with the persons or entities that sold the Vision Property business to the Corporation (the "Vision Arrangement"), whether or not the Vision Arrangement involves the payment or issuance of cash, promissory notes, securities or any combination of the foregoing by the Corporation, and whether or not the Vision Arrangement may wind up being agreed to by the Corporation on materially different terms than may be contemplated on the date of this Agreement.

6. Notices. Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered (a) upon receipt, when delivered personally, (b) upon confirmation of receipt, when sent by email (provided such confirmation is not automatically generated), or (c) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses and emails for such communications:

If to the Corporation:

FTE Networks, Inc.
237 West 35th Street, Suite 806
New York, NY 10001
Attention: General Counsel
Email: mfernandez@ftenet.com

with a copy (which will not constitute notice) to:

Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103
Attention: Robert Friedel
Email: robert.friedel@troutman.com

If to Lateral:

Lateral Investment Management, LLC
400 South El Camino Real, Suite 1100,
San Mateo, CA 94402
650-396-2200
Attention: Richard de Silva, Managing Partner
Email: Rd@lateralim.com

with a copy (which will not constitute notice) to

King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036
Attention: Kevin E. Manz
Email: kmanz@kslaw.com

If to WVP:

Worth Venture Partners, LLC
295 Sunset Avenue
Englewood, NJ 07631
212-558-9017
Email: hfdata@worthventure.com

7. Applicable Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York without reference to the conflict of laws principles thereof. Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by another Party or its successors or assigns, will be brought and determined exclusively in the courts of the State of New York (or, if a New York state court declines to accept jurisdiction over a particular matter, any federal court within the Southern District of New York). Each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the Parties hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable legal requirements, any claim that (i) the suit, action or

proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

8. Counterparts. This Agreement may be executed in two or more textually identical counterparts, each of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to the other Parties (including by means of electronic delivery or facsimile).

9. Entire Agreement; Amendment and Waiver; Successors and Assigns; Third Party Beneficiaries; Term. This Agreement, the Warrant Agreements, the Series J-1 Preferred Shares, the Series J-2 Preferred Shares, the Series I Preferred Shares and a separate letter agreement dated the date hereof together constitute the entire agreement of the Parties with respect to the subject matter discussed herein and together supersede all prior agreements, arrangements, or understandings, whether written or oral, between the parties with respect to the transactions contemplated hereby. No modifications of this Agreement can be made except in writing signed by an authorized representative of each Party. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors, heirs, executors, legal representatives, and permitted assigns. No Party will assign or delegate this Agreement or any rights or obligations hereunder without, with respect to Lateral, the prior written consent of the Corporation, and with respect to the Corporation, the prior written consent of the Lateral Parties. This Agreement is solely for the benefit of the Parties and is not enforceable by any other persons or entities.

10. Interpretation. When a reference is made in this Agreement to “Sections,” or “Exhibits,” such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. The headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.” No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to “$” or “dollars” mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. Whenever the words “hereof”, “hereby”, “herein” and “hereunder” and words of like import are used in this Agreement, they shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the Parties as of the date first indicated above.

THE CORPORATION:

FTE NETWORKS, INC.

By: */s/ Michael P. Beys*
Name: Michael B. Beys
Title: Interim Chief Executive Officer

THE LATERAL PARTIES:

LATERAL US CREDIT OPPORTUNITIES FUND LP

By: */s/ Richard de Silva*
Name: Richard de Silva
Title: Manager

LATERAL JUSCOM FEEDER, LLC

By: */s/ Richard de Silva*
Name: Richard de Silva
Title: Manager

LATERAL SMA AGENT, LLC

By: */s/ Richard de Silva*
Name: Richard de Silva
Title: Manager

WVP EMERGING MANAGER PRIVATE FUND, LLC ON BEHALF OF AND FOR THE ACCOUNT OF WVP EMERGING MANAGER PRIVATE FUND – LATERAL SERIES

By:
Name:
Title:

SCHEDULE A

Lateral Party	Series A-1 Warrants	Series A-2 Warrants	Other Lateral Warrants	Settlement Date Shares to be Issued on the Date Hereof *(See Section 1)* Fu	Future True Up Shares to be Issued on the Future True Up Date *(See Section 4)*
Lateral US Credit Opportunities Fund, L.P.	1,235,110	1,235,110	748,250	5,477,971	2,492,805
Lateral Juscom Feeder, LLC	251,254	251,253	0	962,148	507,101
Lateral SMA Agent, LLC	30,151	30,151	4,050	119,510	60,853
WVP Emerging Manager Private Onshore Fund, LLC	70,351	70.351	9,450	278,852	141,988
Total:	*1,516,585*	*1,516,584*	*761,750*	*6,838,481*	*3,202,748*

SCHEDULE B

Lateral Party	Series J-1 Preferred Shares	Series J-2 Preferred Shares
Lateral US Credit Opportunities Fund, L.P.	$ 3,891,667	$ 3,891,667
Lateral Juscom Feeder, LLC	$ 3,291,666	$ 3,291,666
WVP Emerging Manager Private Onshore Fund, LLC	$ 221,667	$ 221,667
Lateral Home Agent, LLC	$ 2,595,000	$ 2,595,000
Total:	*$ 10,000,000*	*$ 10,000,000*

EXHIBIT B

	Borrower	Guarantor(s)	Counterparty	Date	Indebtedness
Secured Merchant Agreement	FTE Networks, Inc.	FTE Holdings, LLC Jus- Com, Inc Focus Venture Partners, Inc Benchmark Buildings, Inc. Focus Wireless LLC	Influx Capital, LLC	December 14, 2018	$ 2,000,000.00
Secured Merchant Agreement	FTE Networks, Inc.	FTE Holdings, LLC Jus- Com, Inc Focus Venture Partners, Inc Benchmark Buildings, Inc. Focus Wireless LLC	Franklin Funding Group LLC	December 14, 2018	$ 2,000,000.00
Merchant Agreement	Benchmark Builders Inc. FTE Networks Inc Focus Wireless LLC Jus-Com Inc.	David S. Lethem Michael C. Palleschi	Cap Call, LLC	December 14, 2018	$ 250,000.00
Secured Merchant Agreement	Benchmark Builders Inc. FTE Networks Inc Focus Wireless LLC Jus-Com Inc.	David S. Lethem Michael C. Palleschi	Preferred Capital	December 12, 2018	$ 500,000.00
Secured Merchant Agreement	FTE Networks, Inc.	Michael C. Pelleschi David S. Lethem	Alfa Advance	December 12, 2018	$ 450,000.00
Agreement for the Purchase and Sale of Future Receipts	FTE Holdings, LLC	David Scott Lethem FTE Networks, Inc. Jus-Com, Inc. Focus Venture Partners, Inc. Benchmark Builders, Inc. Optos Capital Partners, LLC Focus Wireless, LLC FTE Wireless, LLC Crosslayer, Inc.	Unique Funding Solutions LLC	December 17, 2018	$ 750,000.00
Secured Merchant Agreement	Benchmark Builders Inc. FTE Networks, Inc. Focus Wireless, LLC Jus-Com, Inc.	Davis S. Lethem Michael C. Palleschi	Addy Source LLC	December 12, 2018	$ 500,000.00
Merchant Agreement	Benchmark Builders Inc. FTE Networks, Inc. Focus Wireless, LLC Jus-Com, Inc.	Davis S. Lethem Michael C. Palleschi	Cap Call, LLC	November 30, 2018	$ 800,000.00
Secured Merchant Funding	FTE Networks, Inc.	Davis S. Lethem Michael C. Palleschi FTE Holdings, LLC Jus-Com, Inc Focus Venture Partners, Inc. Benchmark Builders, Inc.	Queen Funding LLC	November 28, 2018	$ 1,250,000.00
Future Merchant Services, LLC	FTE Networks, Inc.	David S. Lethem Michael C. Palleschi FTE Holdings, LLC Jus-Com, Inc Focus Venture Partners, Inc Benchmark Builders, Inc Focus Wireless LLC	Capital Merchant Services, LLC	November 28, 2018	$ 750,000.00
Future Receivables Sale and Purchase Agreement	FTE Networks, Inc.	David S. Lethem Michael C. Palleschi FTE Holdings, LLC Jus-Com, Inc Focus Venture Partners, Inc Benchmark Builders, Inc Focus Wireless LLC	Green Capital Funding, LLC	November 27, 2018	$ 600,000.00
Merchant Agreement	FTE Networks, Inc.	Davis S. Lethem	HFH CAP	October 30, 2018	$ 1,000,000.00

		Michael C. Palleschi FTE Holdings, LLC Jus-Com, Inc. Focus Venture Partners, Inc. Benchmark Builders, Inc. Focus Fiber Solutions, LLC Crosslayer Inc.				
Secured Merchant	FTE Networks, Inc.	Davis S. Lethem Michael C. Palleschi Benchmark Builders, Inc. FTE Holdings LLC Jus-Com, Inc. Focus Venture Partners, Inc.	Hop Capital	November 8,	$	2,750,000.00

Exhibit 10.2

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into as of April 2, 2021, by and among (i) FTE Networks Inc., a Delaware corporation ("Parent"), (ii) US Home Rentals LLC, a Delaware limited liability company and direct wholly owned subsidiary of Parent (the "Acquisition Sub") (iii) Alexander Szkaradek, an individual ("Alex"), (iv) Antoni Szkaradek, an individual ("Antoni"), (v) VPM Holdings, LLC, a South Carolina limited liability company ("VPM Holdings"), (vi) Kaja 3, LLC, a South Carolina limited liability company ("Kaja3"), (vii) Kaja 2, LLC, a South Carolina limited liability company ("Kaja2"), (viii) Kaja, LLC, a South Carolina limited liability company ("Kaja"), (ix) Dobry Holdings Master LLC, a Delaware limited liability company ("Dobry" and together with Alex, Antoni, VPM Holdings, Kaja3, Kaja2, and Kaja, the "Equity Sellers"), (x) Vision Property Management, LLC, a South Carolina limited liability company (the "Asset Seller" and together with the Equity Sellers, the "Sellers"), and (xi) Alexander Szkaradek, in his capacity as the representative of the Sellers (the "Sellers' Representative"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Parties have entered into that certain Purchase Agreement dated as of December 20, 2019; and

WHEREAS, the Parties have entered into Amendment No. 1 to the Purchase Agreement as of December 30, 2019 (the original Purchase Agreement, as amended by Amendment No. 1 and this Amendment, being herein referred to as the "Purchase Agreement"); and

WHEREAS, pursuant to Section 11.6 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement as per the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, the Parties, in consideration of their mutual covenants and agreements herein set forth, and intending to be legally bound hereby, do hereby covenant and agree as follows:

1. *Amendments.*

1.1 Section 1.4 of the Purchase Agreement is hereby amended to read in full as follows:

> 1.4 Aggregate Consideration. The aggregate consideration for the Equity Interests and the Transferred Assets and Liabilities shall be Three Hundred Fifty Million Dollars ($350,000,000) (the "Base Purchase Price") which shall be consist of (i) a $250,000 deposit previously paid pursuant to Section 2.14, (ii) promissory notes in the principal amount of $9,750,000 previously issued to the Sellers, (ii) the Common Stock Consideration issuable in accordance with Section 6.13, (iii) the Entities' Indebtedness, and (iv) shares of Series I Preferred Stock (the "Preferred Stock") having an aggregate stated value equal to Twenty Million Dollars ($20,000,000) issuable in accordance with Section 6.13 (collectively the amounts in clauses (i) through (iv), the "Purchase Price").

1.2 Sections 2.4 and 2.6(a) of the Purchase Agreement are hereby deleted.

1.3 All references in Section 2.6 of the Purchase Agreement to "Parent Securities" are hereby replaced with "Equity Consideration," and all references in the Purchase Agreement and in Amendment No. 1 to the Purchase Agreement to "Closing Preferred Stock" are hereby replaced with "Preferred Stock." The term "Equity Consideration" in Section 12.1 of the Purchase Agreement is hereby amended to read as follows: "Equity Consideration" means Common Stock Consideration and the Preferred Stock, together with any Common Stock issued upon conversion of the Preferred Stock, and any securities issued or distributed by way of stock dividend, stock split or other distribution, merger, consolidation, exchange offer, recapitalization or reclassification or similar transaction.

1.4 Section 4.7(b) is hereby deleted and replaced with the following:

(b) Restriction on Transfer.

(i) Sellers may freely transfer any of the Equity Consideration without FTE consent, except as provided in this Section 4.7(b), and subject to compliance with applicable law.

(ii) Sellers agree not to distribute, sell or otherwise transfer any of the Equity Consideration to Suneet Singal ("Singal") or any immediate family member or affiliate of Singal (Singal and any of his current or future immediate family members or affiliates being herein referred to as a "Singal Party"), and any distribution, sale or other transfer of any of the Equity Consideration (or any successive transfers) shall be subject to the same restriction, except as otherwise provided by clause (iii) or (iv) below. Except as otherwise provided by clause (iii) or (iv) below, any purported distribution, sale or other transfer of any Equity Consideration to any Singal Party shall be null and void ab initio, and in the event of any purported transfer in violation of this clause (ii), then:

(1) all voting rights associated with such Equity Consideration (or any securities issued by Parent upon conversion or exchange thereof) shall be suspended; and

(2) upon demand by Parent, the participants to such purported transfer shall (and the Sellers shall cause them to) promptly take all steps necessary to rescind the purported transfer and to restore record and beneficial ownership of all of the purportedly transferred Equity Consideration to the Sellers. If record and beneficial ownership of such Equity Consideration is not restored as contemplated by the preceding sentence within 10 days of Parent's demand therefor, Parent shall instruct its transfer agent to mark such Equity Consideration as canceled and no longer issued or outstanding, and the Sellers hereby consent to such action by Parent and its transfer agent.

For purposes of this paragraph (ii), the term "immediate family member" shall have the meaning given in Rule 303A.02 of the NYSE Listed Company Manual and the term "affiliate" shall have the meaning given under Rule 12b-2 under the Securities Exchange Act of 1934, as the same may be amended from time to time hereafter, provided that Singal or any immediate family member of Singal shall not be deemed to be an affiliate of an entity if if any them, individually or collectively, own less than 40% of the total equity interests in such entity (a "Non-Singal Affiliate").

(iii) Notwithstanding the prohibition set forth in clause (ii) above, Sellers may distribute, sell or otherwise transfer any of the Equity Consideration to a Singal Party, provided that:

(1) So long as such Equity Consideration is owned by any Singal Party, all voting rights associated with such Equity Consideration (or any securities

issued by Parent upon conversion or exchange thereof) shall be exercised by the Seller that transferred such Equity Consideration to such Singal Party; and

(2) Within 150 days after acquisition of record of any Equity Consideration by any Singal Party, either (a) if such Singal Party is an affiliate of Singal or an immediate family member of Singal and such affiliate becomes a Non-Singal Affiliate, or (b) all right, title and interest in and to all such Equity Consideration shall be transferred to one or more Persons who are not Singal Parties. If the foregoing sentence is not complied with, then upon demand by Parent, the beneficial owners of the applicable Equity Consideration shall (and the Sellers shall cause them to) promptly take all steps necessary to rescind the purported transfer and to restore record and beneficial ownership of all of such Equity Consideration to the Sellers. If record and beneficial ownership of such Equity Consideration is not restored as contemplated by the preceding sentence within 20 days of Parent's demand therefor, Parent shall instruct its transfer agent to mark such Equity Consideration as canceled and no longer issued or outstanding, and the Sellers hereby consent to such action by Parent and its transfer agent.

(iv) Any distribution, sale or other transfer of any Equity Consideration pursuant to a Qualified Disposition (as defined below) shall not be subject to the transfer restrictions set forth in this Section 4.7(b), and any Equity Consideration previously distributed, sold or otherwise transferred pursuant to a Qualified Disposition shall no longer be subject to the transfer restrictions set forth in this Section 4.7(b). For purposes of this Section 4.7(b), a "Qualified Disposition" shall mean any distribution, sale or other transfer of any shares of Equity Consideration pursuant to (a) a public offering pursuant to a registration statement filed and declared effective under the Securities Act, or (b) a sale pursuant to and in compliance with Rule 144(i) under the Securities Act.

(v) Except as otherwise provided by clause (iv) above, any distribution, sale or other transfer of any Equity Consideration not otherwise prohibited by clause (ii) above shall be conditioned upon the distributee, purchaser or other transferee executing such documentation in form and substance satisfactory to Parent in its sole discretion evidencing such distributee's, purchaser's or other transferee's agreement to the restrictions on transfer as that set forth in this Section 4.7. The same transfer restrictions and documentation requirement shall be imposed upon successive distributees, purchasers or other transferees of such shares.

(vi) Nothing in this Section 4.7(b) shall limit the right of any Singal Party to serve as a broker with respect to a sale of any Equity Consideration by the Sellers, provided that such Singal Party is duly licensed as a broker-dealer in all applicable jurisdictions to the extent required by law, and provided further that no Singal Party acquires record or beneficial ownership to any of the Equity Consideration.

(vii) The stock certificates or other evidence of ownership for the Equity Consideration shall be legended to reflect the transfer restrictions set forth in this Section 4.7(b).

1.5 Section 6.13 of the Purchase Agreement is hereby deleted, and all references in the Purchase Agreement to Section 6.13 of the Purchase Agreement shall be deemed to refer to this Section 1.5 of this Amendment. Promptly following the date of this Amendment, Parent shall issue to Sellers, in accordance with the Payment Allocation Schedule attached as Schedule A hereto, (i) Twenty Two Million Sixty Three Thousand Three Hundred Seventy Six (22,063,376) shares of Common Stock, and (ii) Two Hundred (200) shares of Preferred Stock; provided that, with respect to one-half of the common shares referred to in clause (i) above (i.e. Eleven Million Thirty One Thousand Six Hundred Eighty Eight (11,031,688) shares of Common Stock, the "FC REIT Shares"), the Sellers agree to sell, transfer and convey the FC REIT Shares to First Capital Real Estate Trust, Inc. effective immediately following the issuance of such shares to the Sellers, and the obligation of Parent to issue the FC REIT Shares to the Sellers shall be suspended until, and shall be subject to the condition precedent that, Sellers shall have provided such documentation as shall be reasonably requested by Parent to demonstrate that Sellers have agreed to sell, transfer and convey the FC REIT Shares to First Capital Real Estate Trust, Inc. and to enable and instruct Parent's transfer agent to transfer the FC REIT Shares from the Sellers to First Capital Real Estate Trust, Inc. immediately following the issuance of such shares to the Sellers.

1.6 Section 6.16 of the Purchase Agreement is hereby deleted. The Parties hereby agree as follows relative to the Fix Pads properties. Consistent with the established pattern, Fix Pads properties will continue to be rehabbed with construction loans by Acquisition Sub and then sold to third parties, with the profits being distributed to the Sellers. The Sellers will continue to cooperate with and use commercially reasonable efforts to support Acquisition Sub's rehab activities, consistent with past practices. Any Fix Pad properties that have not yet been sold by September 30, 2021 ("Unrehabbed Properties") will either be transferred by the current fee title owner to the Sellers free and clear of any liens for borrowed money, or Acquisition Sub will pay the then-current fair market value of such Unrehabbed Properties to the Sellers.

2. Except as otherwise provided by law, by the Purchase Agreement or by any other contractual provisions binding on the Sellers, the Common Stock, the Preferred Stock shall be freely transferable by the Sellers. Any Seller who is a member of the Board of Directors or an officer or employee of Parent or any subsidiary will also be subject to any insider trading policy or other policy or similar document binding on all members of the Board of Directors or officers or employees, respectively.

3. The Parties acknowledge that prior to the date hereof, no Equity Consideration has been issued to or delivered to Sellers. The Sellers acknowledge and agree that the issuance of Equity Consideration as provided in Section 1.5 hereof satisfy and discharge in full Parent's obligations with respect to the issuance of Equity Consideration in respect of the Purchase Price. For the avoidance of doubt, Equity Consideration does not include the issuance by Parent of the Promissory Notes and Promissory Grid Notes as defined below.

4 Promptly following the date hereof, and prior to the issuance of the shares of Preferred Stock to the Sellers pursuant to Section 1.5 of this the Amendment, the Certificate of Designation for the Preferred Stock shall be amended so as to read in full as set forth in Schedule B attached hereto. The Parties hereby consent to such amendment.

5. The Sellers agree that the Promissory Notes issued by Parent to each of Alex and Antoni Szkaradek, dated December 30, 2019, each in the original principal amount of $4,875,000, each as amended from time to time thereafter, are hereby amended and restated in the forms attached hereto as Exhibits A and B, respectively, each in the modified principal amount of $5,372,250 (the "Amended and Restated Promissory Notes"). Promptly following the date hereof, Parent shall also issue to each of Alex and Antoni Szkaradek a Promissory Grid Note, in the forms attached hereto as Exhibits C and D, respectively (the "Grid Notes"). The Parties agree that the Heloc-related debt which is already reflected in FTE's financial information (in the principal amount of approximately $800,000, the "Heloc Debt") is senior in right of repayment to the Amended and Restated Promissory Notes and the Grid Notes, the Grid Notes are senior in right of repayment to the Amended and Restated Promissory Notes, and the Heloc Debt, the Amended and Restated Promissory Notes and the Grid Note are all senior to right of repayment to all other FTE debt except for debt which may already have contractually-provided priority.

6. So long as the Sellers or a Transferee (as defined below) own shares of Common Stock and shares of Preferred Stock convertible into shares of Common Stock equal to an aggregate of not less than Eleven Million Thirty-One Thousand Six Hundred Eighty Eight (11,031,688) shares of Common Stock (as equitably adjusted for any stock splits, stock dividends, reclassifications, recapitalizations or similar events occurring after the date hereof) (the "Threshold Shares"), Parent shall facilitate the nomination and election of any one individual designated by the holders of a majority of the shares of Common Stock or the Preferred Stock held by the Sellers or such Transferee from time to time for election to the Board of Directors of Parent by, among other things, including such individual on any proxy statement soliciting votes for the election of directors of Parent. Any such nominees must (a) be reasonably acceptable to the Board (such acceptance not to be unreasonably withheld) in accordance with the Board's internal procedures and bylaws, (b) qualify as "independent," in accordance with the applicable rules of the SEC and the New York Stock Exchange ("NYSE") listing standards, and (c) not be an immediate family member or an affiliate (with "immediate family member" having the meaning given in Rule 303A.02 of the NYSE Listed Company Manual and with "affiliate" having the meaning given under Rule 12b-2 under the Securities Exchange Act of 1934, as the same may be amended from time to time hereafter) of any then-incumbent board members ("Independent Board Members"). For purposes of this Section 6, the term "Transferee" shall mean a Parent stockholder who can trace his, her or its ownership of all of the Threshold Shares, through one or more intermediate acquisitions, back to one or more of the Sellers as the original holders of such Threshold Shares.

7. *Miscellaneous*.

7.1 *No Further Amendment*. Except as expressly modified by this Amendment, all of the terms, covenants and provisions of the Purchase Agreement (as previously modified) shall continue in full force and effect. In the event of any conflict or ambiguity between the terms, covenants and provisions of this Amendment and those of the Purchase Agreement as existing prior to this Amendment, the terms, covenants and provisions of this Amendment shall control.

7.2 *Governing Law*. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws rules of such state.

7.3 *Successors and Assigns*. The provisions of this Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7.4 *Binding Agreement*. This Amendment shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

7.5 *Counterparts; Delivery*. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signed counterpart may be delivered by facsimile or other form of electronic transmission (*e.g.*, .pdf) with the same legal force and effect for all purposes as delivery of an originally signed agreement.

[Signature Page Follows]

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

By: ______________________________
Name: Alexander Szkaradek

By: ______________________________
Name: Antoni Szkaradek

VPM HOLDINGS, LLC

By: ______________________________
Name: Alexander Szkaradek
Title: Manager

VISION PROPERTY MANAGEMENT, LLC

By: ______________________________
Name: Alexander Szkaradek
Title: Managing Member

[Signature Page to Second Amendment to Stock Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

KAJA, LLC

By: ______________________________
Name: Alexander Szkaradek
Title: Managing Member

KAJA 2, LLC

By: ______________________________
Name: Alexander Szkaradek
Title: Managing Member

KAJA 3, LLC

By: ______________________________
Name: Alexander Szkaradek
Title: Managing Member

DOBRY HOLDINGS MASTER LLC,

By: VPM Holdings, LLC, its Manager

By: ______________________________

Name: Alexander Szkaradek
Title: Manager

[Signature Page to Second Amendment to Stock Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS' REPRESENTATIVE:

By: ______________________
Name: Alexander Szkaradek

[Signature Page to Second Amendment to Stock Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PARENT:

FTE NETWORKS INC.

By: ______________________
Name: Michael P. Beys
Title: Interim Chief Executive Officer

ACQUISITION SUB:

US HOME RENTALS LLC

By: ______________________
Name: Michael P. Beys
Title: Interim Chief Executive Officer

[Signature Page to Second Amendment to Stock Purchase Agreement]

Schedule A

Payment Allocation Schedule

	Shares of Common Stock	Shares of Series I Preferred Stock
Alex Szkaradek	11,031,688*	100
Antoni Szkaradek	11,031,688*	100

* One-half of these shares are being immediately transferred to First Capital Realty Trust, Inc.

Schedule B

Designations of Series I Preferred Stock

[See Attached]

Exhibit A

Amended and Restated Promissory Note – Alex Szkaradek

[See Attached]

Exhibit B

Amended and Restated Promissory Note – Antoni Szkaradek

[See Attached]

Exhibit C

Promissory Grid Note – Alex Szkaradek

[See Attached]

Exhibit D

Promissory Grid Note – Antoni Szkaradek

[See Attached]

Exhibit 10.3

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS PURSUANT TO SEC RULE 144 OR UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE COVERING SUCH SECURITIES OR SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE.

AMENDED AND RESTATED PROMISSORY NOTE

$5,372,250 April 2, 2021

THIS AMENDED AND RESTATED PROMISSORY NOTE (this " **Note**") is made and entered as of April 2, 2021 (the "**Effective Date**"), by and between FTE Networks, Inc., a Nevada corporation, as maker ("**FTE**" or the "**Company**") and Alex Szkaradek (the "**Payee**," which term shall also apply to successors and assigns who become holders of this Note).

RECITALS

WHEREAS, the Company executed and delivered a promissory note dated as of December 30, 2019 for the benefit of Payee in the original principal amount of $4,875,000 (the "**Original Note**") in connection with the purchase of certain real-estate assets owned and/or controlled by Payee;

WHEREAS, FTE has been unable to repay the Original Note within the time prescribed therein for reasons outside of its control;

WHEREAS, as of the Effective Date, the outstanding balance of principal and accrued cash interest due under the Original Note is FIVE MILLION THREE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars ($5,372,250) (the "**Unpaid Note Balance**"); and

WHEREAS, the Company and Payee wish to amend and restate the Original Note, it being the express intent of the parties hereto that no novation of the Unpaid Note Balance under the Original Note shall be deemed to have occurred by virtue of this Note, and that none is intended or implied. And to the extent that any rights, benefits or provisions in favor of Payee or Company existed in the Original Note, then such rights, benefits or provisions are acknowledged to be and to continue to be effective from and after the date of the Original Note.

NOW, THEREFORE, in consideration of the premises, the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows, as of the Effective Date:

FOR VALUE RECEIVED, the Company promises to pay to Payee the principal amount of FIVE MILLION THREE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars ($5,372,250) (the "**Principal**"), subject to adjustment pursuant to the terms and conditions hereunder, which shall be due and payable in full on the earliest to occur of (a) April 2, 2022 and (b) the date immediately preceding the date on which any indebtedness owed to Lateral Investment Management LLC ("Lateral") (and affiliates) is repaid or matures (the "**Maturity Date**").

The Principal shall bear simple interest at twelve percent (12%) per annum ("**Cash Interest**") beginning on the Effective Date. Cash Interest hereunder shall be due and payable on the Maturity Date. Interest shall be calculated on the basis of a 360-day year for the actual number of days in which any Principal, accrued but unpaid interest, or any other sum due from FTE to Payee pursuant to this Note remains outstanding. Collectively, all amounts payable from FTE to Payee under this Note, including, without limitation, Principal and accrued but unpaid interest, shall be hereinafter referred to as the "**Indebtedness**." FTE may prepay all or any portion of the Indebtedness at any time, in whole or in part, without premium or penalty. All payments on account of the Indebtedness, including prepayments, if any, shall be applied first to Payee's costs of collecting the Indebtedness, if any, then to accrued and unpaid interest and lastly to payment of outstanding Principal. Payments of the Indebtedness shall be delivered to Payee by wire transfer of immediately available funds to an account designated by Payee or such other method as Payee may designate in writing from time to time.

The Company shall have the right to set-off certain claims it may have against Payee against amounts otherwise payable under this Note as provided herein (each, an "**Offset**, and collectively, the "**Offsets**"). An Offset shall be for an amount paid to, or on behalf of the Payee from December 31, 2019 through the present date for personal expenditures, including, but not limited to, car leases, legal fees, amounts paid on behalf of Payee in satisfaction of Payee's obligations under separate business agreements or venture(s) unrelated to the Company's business, and any other liabilities that were not expressly assumed by the Company under the Vision Purchase Agreement as reflected in and according to the books and records of the Company and memorialized in a written statement executed by the Company's CEO or interim CEO, as applicable, and provided to any Holder and which shall list each Offset, the respective dollar-for-dollar reductions to the Principal amount hereunder, including the date of such Offset.

Concurrently with any prepayment of the Note by the Company before the Maturity Date, or the full payment by the Company of the Note on or before the Maturity Date, the Company shall pay to Payee or any Holder an exit fee (the "**Exit Fee**") in an amount equal to ten percent (10%) multiplied by any such amount so paid, including principal and accrued interest.

FTE hereby represents and warrants to Payee that (a) FTE is duly organized and validly existing, with all the requisite power and authority to execute, deliver and perform all of its obligations under this Note, (b) FTE's obligations under this Note have been duly authorized and approved by all necessary actions, and (c) this Note constitutes a valid and binding obligation of FTE, enforceable against FTE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

The occurrence of any one of the following events shall constitute a default by FTE (an "**Event of Default**") under this Note: (a) FTE fails to pay when and as required to be paid herein (i) any principal due under or in connection with this Note, (ii) any interest or any fee payable under or in connection with this Note, or (iii) any Exit Fee due hereunder, and such failure shall continue for a period of ten business days; (b) FTE fails to perform or observe any other covenant or agreement (not specified in subsection (a) above) contained in this Note or any other document executed in connection herewith or therewith on its part to be performed or observed and such failure continues for more than thirty business days; (c) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of FTE herein or in any document delivered in connection herewith or therewith shall be incorrect or misleading when made or deemed made in any material respect and such representation, warranty certification or statement shall not have been cured within thirty (30) business days; (d) FTE institutes or consents to the institution of any proceeding under any insolvency law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any insolvency law relating to any such person or to all or any material part of its property is instituted without the consent of such person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; (e) FTE becomes unable or admits in writing its inability or fails generally to pay its debts as they become due; or (f) this Note ceases to be in full force and effect.

Upon the occurrence and during the continuance of any Event of Default, Payee may declare all Indebtedness hereunder to be immediately due and payable and shall be entitled to exercise any and all of its rights and remedies under applicable law; provided that Payee shall not take any enforcement or collection actions for 60 calendar days following an Event of Default set forth in subsection (a) above..

FTE, for itself and for its successors and assigns, hereby irrevocably: (a) waives diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any kind whatsoever and (b) agrees that this Note and any or all payments coming due hereunder may be extended from time to time in the discretion of Payee without in any way affecting or diminishing FTE's liability hereunder.

No delay in exercise of any right or remedy hereunder by Payee shall be deemed to be a waiver of any such right or remedy, nor shall the exercise of any right or remedy hereunder by Payee be deemed an election of remedies or a waiver of any other right or remedy. No waiver or limitation of any right or remedy hereunder by Payee shall be effective unless (and any such waiver or limitation shall be effective only to the extent) expressly set forth in a writing, signed and delivered by Payee to FTE. No amendment to this Note shall be effective unless expressed in a writing signed by Payee and FTE.

All notices or other communications hereunder shall be given in writing and shall be delivered personally or by messenger, transmitted via email, mailed, U.S. certified mail return receipt requested, or delivered by overnight courier service to the addresses of Payee and FTE set forth on the signature pages hereto, or such other address as any party hereto designates by written notice to the other party hereto, and shall be deemed to have been given upon delivery, if delivered personally or by messenger, upon confirmed receipt if transmitted by email, three (3) days after mailing, if sent by certified mail, or one (1) business day after delivery to the courier, if delivered by overnight courier service.

Time is hereby declared to be of the essence of this Note and of every part hereof.

This Note shall be governed by, interpreted under and construed in accordance with the laws and decisions of the State of New York, without regards to conflicts of law. This Note shall inure to the benefit of Payee and its successors, assigns and legal representatives, and shall be binding upon FTE and its successors and assigns; provided that FTE shall not assign any of its rights or obligations under this Note without the prior written consent of Payee. This Note is freely transferable and assignable by the Payee or any Holder and without any consent of the Company. The Payee and any Holder may transfer and assign this Note in whole, or in increments of not less than Two Million Five Hundred Thousand Dollars ($2,500,000).

It is the intention of FTE and Payee to conform to applicable usury laws, if any. Accordingly, notwithstanding anything to the contrary in this Note or any other agreement entered into in connection herewith, it is agreed as follows: (i) the aggregate of all interest and any other charges constituting interest under applicable law and contracted for, chargeable, or receivable under this Note or otherwise in connection with the obligation evidenced hereby shall under no circumstances exceed the maximum amount of interest permitted by applicable law, if any, and any excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall, at the option of FTE, be refunded to FTE or credited on the principal amount of this Note; and (ii) in the event that the entire unpaid balance of this Note is declared due and payable by Payee, then earned interest may never include more than the maximum amount permitted by applicable law, if any, and any unearned interest shall be cancelled automatically and, if therefore paid, shall at the option of FTE, either be refunded to FTE or credited, to the extent permitted by law, on the principal amount of this Note outstanding.

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Note, the balance of which shall remain in and have its intended full force and effect; provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

FTE AND PAYEE IRREVOCABLY AGREE, AND HEREBY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN NEW YORK, NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, LOCATED IN NEW YORK, NEW YORK, WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH INDEBTEDNESS OR THIS NOTE. FTE AND PAYEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, FTE has executed and delivered this Note to Payee as of the date first above written.

FTE NETWORKS, INC.,
as FTE

By: ____________________
Name: Michael Beys
Title: Interim Chief Executive Officer

Exhibit 10.4

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS PURSUANT TO SEC RULE 144 OR UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE COVERING SUCH SECURITIES OR SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE.

AMENDED AND RESTATED PROMISSORY NOTE

$5,372,250 April 2, 2021

THIS AMENDED AND RESTATED PROMISSORY NOTE (this " **Note**") is made and entered as of April 2, 2021 (the "**Effective Date**"), by and between FTE Networks, Inc., a Nevada corporation, as maker ("**FTE**" or the "**Company**") and Antoni Szkaradek (the "**Payee**," which term shall also apply to successors and assigns who become holders of this Note).

RECITALS

WHEREAS, the Company executed and delivered a promissory note dated as of December 30, 2019 for the benefit of Payee in the original principal amount of $4,875,000 (the "**Original Note**") in connection with the purchase of certain real-estate assets owned and/or controlled by Payee;

WHEREAS, FTE has been unable to repay the Original Note within the time prescribed therein for reasons outside of its control;

WHEREAS, as of the Effective Date, the outstanding balance of principal and accrued cash interest due under the Original Note is FIVE MILLION THREE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars ($5,372,250) (the "**Unpaid Note Balance**"); and

WHEREAS, the Company and Payee wish to amend and restate the Original Note, it being the express intent of the parties hereto that no novation of the Unpaid Note Balance under the Original Note shall be deemed to have occurred by virtue of this Note, and that none is intended or implied. And to the extent that any rights, benefits or provisions in favor of Payee or Company existed in the Original Note, then such rights, benefits or provisions are acknowledged to be and to continue to be effective from and after the date of the Original Note.

NOW, THEREFORE, in consideration of the premises, the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows, as of the Effective Date:

FOR VALUE RECEIVED, the Company promises to pay to Payee the principal amount of FIVE MILLION THREE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars ($5,372,250) (the "**Principal**"), subject to adjustment pursuant to the terms and conditions hereunder, which shall be due and payable in full on the earliest to occur of (a) April 2, 2022 and (b) the date immediately preceding the date on which any indebtedness owed to Lateral Investment Management LLC ("Lateral") (and affiliates) is repaid or matures (the "**Maturity Date**").

The Principal shall bear simple interest at twelve percent (12%) per annum ("**Cash Interest**") beginning on the Effective Date. Cash Interest hereunder shall be due and payable on the Maturity Date. Interest shall be calculated on the basis of a 360-day year for the actual number of days in which any Principal, accrued but unpaid interest, or any other sum due from FTE to Payee pursuant to this Note remains outstanding. Collectively, all amounts payable from FTE to Payee under this Note, including, without limitation, Principal and accrued but unpaid interest, shall be hereinafter referred to as the "**Indebtedness**." FTE may prepay all or any portion of the Indebtedness at any time, in whole or in part, without premium or penalty. All payments on account of the Indebtedness, including prepayments, if any, shall be applied first to Payee's costs of collecting the Indebtedness, if any, then to accrued and unpaid interest and lastly to payment of outstanding Principal. Payments of the Indebtedness shall be delivered to Payee by wire transfer of immediately available funds to an account designated by Payee or such other method as Payee may designate in writing from time to time.

The Company shall have the right to set-off certain claims it may have against Payee against amounts otherwise payable under this Note as provided herein (each, an "**Offset**, and collectively, the "**Offsets**"). An Offset shall be for an amount paid to, or on behalf of the Payee from December 31, 2019 through the present date for personal expenditures, including, but not limited to, car leases, legal fees, amounts paid on behalf of Payee in satisfaction of Payee's obligations under separate business agreements or venture(s) unrelated to the Company's business, and any other liabilities that were not expressly assumed by the Company under the Vision Purchase Agreement as reflected in and according to the books and records of the Company and memorialized in a written statement executed by the Company's CEO or interim CEO, as applicable, and provided to any Holder and which shall list each Offset, the respective dollar-for-dollar reductions to the Principal amount hereunder, including the date of such Offset.

Concurrently with any prepayment of the Note by the Company before the Maturity Date, or the full payment by the Company of the Note on or before the Maturity Date, the Company shall pay to Payee or any Holder an exit fee (the "**Exit Fee**") in an amount equal to ten percent (10%) multiplied by any such amount so paid, including principal and accrued interest.

FTE hereby represents and warrants to Payee that (a) FTE is duly organized and validly existing, with all the requisite power and authority to execute, deliver and perform all of its obligations under this Note, (b) FTE's obligations under this Note have been duly authorized and approved by all necessary actions, and (c) this Note constitutes a valid and binding obligation of FTE, enforceable against FTE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

The occurrence of any one of the following events shall constitute a default by FTE (an "**Event of Default**") under this Note: (a) FTE fails to pay when and as required to be paid herein (i) any principal due under or in connection with this Note, (ii) any interest or any fee payable under or in connection with this Note, or (iii) any Exit Fee due hereunder, and such failure shall continue for a period of ten business days; (b) FTE fails to perform or observe any other covenant or agreement (not specified in subsection (a) above) contained in this Note or any other document executed in connection herewith or therewith on its part to be performed or observed and such failure continues for more than thirty business days; (c) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of FTE herein or in any document delivered in connection herewith or therewith shall be incorrect or misleading when made or deemed made in any material respect and such representation, warranty certification or statement shall not have been cured within thirty (30) business days; (d) FTE institutes or consents to the institution of any proceeding under any insolvency law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any insolvency law relating to any such person or to all or any material part of its property is instituted without the consent of such person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; (e) FTE becomes unable or admits in writing its inability or fails generally to pay its debts as they become due; or (f) this Note ceases to be in full force and effect.

Upon the occurrence and during the continuance of any Event of Default, Payee may declare all Indebtedness hereunder to be immediately due and payable and shall be entitled to exercise any and all of its rights and remedies under applicable law; provided that Payee shall not take any enforcement or collection actions for 60 calendar days following an Event of Default set forth in subsection (a) above..

FTE, for itself and for its successors and assigns, hereby irrevocably: (a) waives diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any kind whatsoever and (b) agrees that this Note and any or all payments coming due hereunder may be extended from time to time in the discretion of Payee without in any way affecting or diminishing FTE's liability hereunder.

No delay in exercise of any right or remedy hereunder by Payee shall be deemed to be a waiver of any such right or remedy, nor shall the exercise of any right or remedy hereunder by Payee be deemed an election of remedies or a waiver of any other right or remedy. No waiver or limitation of any right or remedy hereunder by Payee shall be effective unless (and any such waiver or limitation shall be effective only to the extent) expressly set forth in a writing, signed and delivered by Payee to FTE. No amendment to this Note shall be effective unless expressed in a writing signed by Payee and FTE.

All notices or other communications hereunder shall be given in writing and shall be delivered personally or by messenger, transmitted via email, mailed, U.S. certified mail return receipt requested, or delivered by overnight courier service to the addresses of Payee and FTE set forth on the signature pages hereto, or such other address as any party hereto designates by written notice to the other party hereto, and shall be deemed to have been given upon delivery, if delivered personally or by messenger, upon confirmed receipt if transmitted by email, three (3) days after mailing, if sent by certified mail, or one (1) business day after delivery to the courier, if delivered by overnight courier service.

Time is hereby declared to be of the essence of this Note and of every part hereof.

This Note shall be governed by, interpreted under and construed in accordance with the laws and decisions of the State of New York, without regards to conflicts of law. This Note shall inure to the benefit of Payee and its successors, assigns and legal representatives, and shall be binding upon FTE and its successors and assigns; provided that FTE shall not assign any of its rights or obligations under this Note without the prior written consent of Payee. This Note is freely transferable and assignable by the Payee or any Holder and without any consent of the Company. The Payee and any Holder may transfer and assign this Note in whole, or in increments of not less than Two Million Five Hundred Thousand Dollars ($2,500,000).

It is the intention of FTE and Payee to conform to applicable usury laws, if any. Accordingly, notwithstanding anything to the contrary in this Note or any other agreement entered into in connection herewith, it is agreed as follows: (i) the aggregate of all interest and any other charges constituting interest under applicable law and contracted for, chargeable, or receivable under this Note or otherwise in connection with the obligation evidenced hereby shall under no circumstances exceed the maximum amount of interest permitted by applicable law, if any, and any excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall, at the option of FTE, be refunded to FTE or credited on the principal amount of this Note; and (ii) in the event that the entire unpaid balance of this Note is declared due and payable by Payee, then earned interest may never include more than the maximum amount permitted by applicable law, if any, and any unearned interest shall be cancelled automatically and, if therefore paid, shall at the option of FTE, either be refunded to FTE or credited, to the extent permitted by law, on the principal amount of this Note outstanding.

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Note, the balance of which shall remain in and have its intended full force and effect; provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

FTE AND PAYEE IRREVOCABLY AGREE, AND HEREBY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN NEW YORK, NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, LOCATED IN NEW YORK, NEW YORK, WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH INDEBTEDNESS OR THIS NOTE. FTE AND PAYEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, FTE has executed and delivered this Note to Payee as of the date first above written.

FTE NETWORKS, INC.,
as FTE

By: ______________________________
Name: Michael Beys
Title: Interim Chief Executive Officer

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS PURSUANT TO SEC RULE 144 OR UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE COVERING SUCH SECURITIES OR SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE.

GRID PROMISSORY NOTE
("Note")

US $1,684,451.32 **Issue Date: April 2, 2021**

FOR VALUE RECEIVED, the undersigned, FTE Networks, Inc. a Nevada corporation (the "**Company**"), hereby promises to pay to the order of Antoni Szkaradek **(**the **"Holder")** the principal sum of the lesser of (a) **ONE MILLION SIX HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED FIFTY ONE AND 32/100 DOLLARS ($1,684,451.32) or** (b) the principal amount shown to be due on the schedule attached to and hereby incorporated in this Note (**Schedule A**"), together with interest on the unpaid principal balance from time to time at the rate of twelve percent (12%) per year from the date of borrowing of such principal amount until paid in full. The Company authorizes and appoints its Chief Financial Officer to enter each borrowing and repayment of principal borrowing under this Note on Schedule A and agrees that such entries shall be conclusive evidence of the principal balance due under this Note at any time, absent manifest error.

1. Maturity Date. The maturity date for each borrowing shall be the earlier of: (a) twelve (12) months from the respective Issue Date (as set forth in Schedule A) and (b) the date immediately preceding the date on which any indebtedness owed to Lateral Investment Management LLC ("Lateral") (and affiliates) is repaid or matures (each a "**Maturity Date**") and is the date upon which the principal sum of each respective borrowing, as well as any accrued and unpaid interest relating to that respective borrowing, shall be due and payable.

2. Payment and Prepayment. The Company shall be entitled, from time to time, to prepay all or any part of the indebtedness evidenced by this Note without penalty or premium, except for the payment of the Exit Fee (as defined below). If any payment of Principal or Interest on this Note shall become due on a Saturday, Sunday or any other day on which national banks are not open for business, such payment shall be made on the next succeeding business day.

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3. Exit Fee. Concurrently with any prepayment of the Note by the Company before the Maturity Date, or the full payment by the Company of the Note on or before the Maturity Date, the Company shall pay to the Holder an exit fee (the "**Exit Fee**") in an amount equal to ten percent (10%) multiplied by any such amount so paid, including principal and accrued interest.

4. Default. If, after the date of this Agreement, an Event of Default (as defined herein) occurs (unless all Events of Default have been cured or waived by Holder), Holder may, by written notice to Company, declare the principal amount then outstanding of, and the accrued Interest and all other amounts payable on, this Note to be immediately due and payable and can take all other actions provided for under applicable law. The following events and/or any other Events of Default defined elsewhere in this Note are "**Events of Default**" under this Note:

(a) Company shall fail to pay, when and as due, the Principal, Interest or any other amount payable hereunder, and ten (10) days shall have passed following written demand by Holder; or

(b) Company shall: (i) be adjudicated insolvent; (ii) make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or a trustee for it or a substantial portion of its assets; (iii) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation or statute of any jurisdiction, whether now or hereafter in effect; (iv) have filed against it any such petition or application in which an order for relief is entered or which remains undismissed for a period of thirty (30) days or more; (v) indicate its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets; (vi) suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more; or (vii) Company shall take any action authorizing, or in furtherance of, any of the foregoing.

5. Rights and Remedies. In the event that one or more Events of Default shall have occurred and be continuing, the Holder may at its option by written notice to the Company declare all amounts due hereunder, including accrued and unpaid interest on this Note to be immediately due and payable, and thereupon the same shall become so due and payable, without presentment, demand, protest or further notice, all of which are hereby waived by the Company. No course of dealing or delay on the part of the Holder of this Note in exercising any right shall operate as a waiver thereof or otherwise prejudice the right of the Holder. Subject as aforesaid, no remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute, other agreement or instrument, or otherwise.

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6. Offset. The Company shall have the right to set-off certain claims it may have against Payee against amounts otherwise payable under this Note as provided herein (each, an "**Offset**, and collectively, the "**Offsets**"). An Offset shall be for an amount paid to, or on behalf of the Payee from December 31, 2019 through the present date for personal expenditures, including, but not limited to, car leases, legal fees, amounts paid on behalf of Payee in satisfaction of Payee's obligations under separate business agreements or venture(s) unrelated to the Company's business, and any other liabilities that were not expressly assumed by the Company under the Vision Purchase Agreement, as reflected in and according to the books and records of the Company and memorialized in a written statement executed by the Company's CEO or interim CEO, as applicable, and provided to any Holder and which shall list each Offset, the respective dollar-for-dollar reductions to the Principal amount hereunder, including the date of such Offset.

7. Transfer and Assignment. This Note is freely transferable and assignable by the Payee or any Holder and without any consent of the Company. The Payee and any Holder may transfer and assign this Note in whole, or in increments of not less than Two Million Five Hundred Thousand Dollars ($2,500,000). Company may not assign its obligations hereunder, whether by operation of law or otherwise, without the prior written approval of Holder.

8. Miscellaneous.

(a) This Note shall be binding upon Company and inure to the benefit of Holder and Holder's respective successors and assigns. Each holder of this Note, by accepting the same, agrees to and shall be bound by all of the provisions of this Note.

(b) This Note may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Note or any counterpart hereof to produce or account for any of the other counterparts. A copy of this Note signed by one party and faxed or scanned and emailed to another party (as a PDF or similar image file) shall be deemed to have been executed and delivered by the signing party as though an original. A photocopy or PDF of this Note shall be effective as an original for all purposes.

(c) It is the intention of the parties hereto that the terms and provisions of this Note are to be construed in accordance with and governed by the laws of the State of New York, except as such laws may be preempted by any federal law controlling the rate of Interest which may be charged on account of this Note. The parties hereby consent and agree that, in any actions predicated upon this Note, venue is properly laid in New York and that the courts of the State of New York or in the Federal courts sitting in the county or city of New York, shall have full subject matter and personal jurisdiction over the parties to determine all issues arising out of or in connection with the execution and enforcement of this Note.

(d) Anything else in this Note to the contrary notwithstanding, in any action arising out of this Note, the prevailing party shall be entitled to collect from the non- prevailing party all of its attorneys' fees. For the purposes of this Note, the party who receives or is awarded a substantial portion of the damages or claims sought in any proceeding shall be deemed the "prevailing" party and attorneys' fees shall mean the reasonable fees charged by an attorney or a law firm for legal services and the services of any legal assistants, and costs of litigation, including, but not limited to, fees and costs at trial and appellate levels.

(e) If any term or other provision of this Note is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Note shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Note so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(f) No modification, amendment, addition to, or termination of this Note, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all the parties hereto.

(g) This Note constitutes the entire agreement of the parties regarding the matters contemplated herein, or related thereto, and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Company has duly executed this Grid Promissory Note as of Effective Date provided above.

"Company"

FTE Networks, Inc.

By: ____________________

Its: Interim CEO

Printed Name: Michael Beys

Date: ____________________

SCHEDULE A

ISSUE DATE	AMOUNT OF BORROWING	AMOUNT REPAID	PRINCIPAL BALANCE DUE	SIGNATURE OF PERSON MAKING NOTATION
	$		$	

Exhibit 10.6

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS PURSUANT TO SEC RULE 144 OR UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE COVERING SUCH SECURITIES OR SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE.

GRID PROMISSORY NOTE
("Note")

US $1,684,451.32 **Issue Date: April 2, 2021**

FOR VALUE RECEIVED, the undersigned, FTE Networks, Inc. a Nevada corporation (the "**Company**"), hereby promises to pay to the order of Alex Szkaradek**(the "Holder")** the principal sum of the lesser of (a) **ONE MILLION SIX HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED FIFTY ONE AND 32/100 DOLLARS ($1,684,451.32) or** (b) the principal amount shown to be due on the schedule attached to and hereby incorporated in this Note (**Schedule A**"), together with interest on the unpaid principal balance from time to time at the rate of twelve percent (12%) per year from the date of borrowing of such principal amount until paid in full. The Company authorizes and appoints its Chief Financial Officer to enter each borrowing and repayment of principal borrowing under this Note on Schedule A and agrees that such entries shall be conclusive evidence of the principal balance due under this Note at any time, absent manifest error.

1. Maturity Date. The maturity date for each borrowing shall be the earlier of: (a) twelve (12) months from the respective Issue Date (as set forth in Schedule A) and (b) the date immediately preceding the date on which any indebtedness owed to Lateral Investment Management LLC ("Lateral") (and affiliates) is repaid or matures (each a "**Maturity Date**") and is the date upon which the principal sum of each respective borrowing, as well as any accrued and unpaid interest relating to that respective borrowing, shall be due and payable.

2. Payment and Prepayment. The Company shall be entitled, from time to time, to prepay all or any part of the indebtedness evidenced by this Note without penalty or premium, except for the payment of the Exit Fee (as defined below). If any payment of Principal or Interest on this Note shall become due on a Saturday, Sunday or any other day on which national banks are not open for business, such payment shall be made on the next succeeding business day.

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3. Exit Fee. Concurrently with any prepayment of the Note by the Company before the Maturity Date, or the full payment by the Company of the Note on or before the Maturity Date, the Company shall pay to the Holder an exit fee (the "**Exit Fee**") in an amount equal to ten percent (10%) multiplied by any such amount so paid, including principal and accrued interest.

4. Default. If, after the date of this Agreement, an Event of Default (as defined herein) occurs (unless all Events of Default have been cured or waived by Holder), Holder may, by written notice to Company, declare the principal amount then outstanding of, and the accrued Interest and all other amounts payable on, this Note to be immediately due and payable and can take all other actions provided for under applicable law. The following events and/or any other Events of Default defined elsewhere in this Note are "**Events of Default**" under this Note:

(a) Company shall fail to pay, when and as due, the Principal, Interest or any other amount payable hereunder, and ten (10) days shall have passed following written demand by Holder; or

(b) Company shall: (i) be adjudicated insolvent; (ii) make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or a trustee for it or a substantial portion of its assets; (iii) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation or statute of any jurisdiction, whether now or hereafter in effect; (iv) have filed against it any such petition or application in which an order for relief is entered or which remains undismissed for a period of thirty (30) days or more; (v) indicate its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets; (vi) suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more; or (vii) Company shall take any action authorizing, or in furtherance of, any of the foregoing.

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6. Offset. The Company shall have the right to set-off certain claims it may have against Payee against amounts otherwise payable under this Note as provided herein (each, an "**Offset**, and collectively, the "**Offsets**"). An Offset shall be for an amount paid to, or on behalf of the Payee from December 31, 2019 through the present date for personal expenditures, including, but not limited to, car leases, legal fees, amounts paid on behalf of Payee in satisfaction of Payee's obligations under separate business agreements or venture(s) unrelated to the Company's business, and any other liabilities that were not expressly assumed by the Company under the Vision Purchase Agreement, as reflected in and according to the books and records of the Company and memorialized in a written statement executed by the Company's CEO or interim CEO, as applicable, and provided to any Holder and which shall list each Offset, the respective dollar-for-dollar reductions to the Principal amount hereunder, including the date of such Offset.

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8. Miscellaneous.

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(b) This Note may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Note or any counterpart hereof to produce or account for any of the other counterparts. A copy of this Note signed by one party and faxed or scanned and emailed to another party (as a PDF or similar image file) shall be deemed to have been executed and delivered by the signing party as though an original. A photocopy or PDF of this Note shall be effective as an original for all purposes.

(c) It is the intention of the parties hereto that the terms and provisions of this Note are to be construed in accordance with and governed by the laws of the State of New York, except as such laws may be preempted by any federal law controlling the rate of Interest which may be charged on account of this Note. The parties hereby consent and agree that, in any actions predicated upon this Note, venue is properly laid in New York and that the courts of the State of New York or in the Federal courts sitting in the county or city of New York, shall have full subject matter and personal jurisdiction over the parties to determine all issues arising out of or in connection with the execution and enforcement of this Note.

(d) Anything else in this Note to the contrary notwithstanding, in any action arising out of this Note, the prevailing party shall be entitled to collect from the non- prevailing party all of its attorneys' fees. For the purposes of this Note, the party who receives or is awarded a substantial portion of the damages or claims sought in any proceeding shall be deemed the "prevailing" party and attorneys' fees shall mean the reasonable fees charged by an attorney or a law firm for legal services and the services of any legal assistants, and costs of litigation, including, but not limited to, fees and costs at trial and appellate levels.

(e) If any term or other provision of this Note is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Note shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Note so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(f) No modification, amendment, addition to, or termination of this Note, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all the parties hereto.

(g) This Note constitutes the entire agreement of the parties regarding the matters contemplated herein, or related thereto, and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Company has duly executed this Grid Promissory Note as of Effective Date provided above.

"Company"

FTE Networks, Inc.

By: ______________________

Its: Interim CEO

Printed Name: Michael Beys

Date: ______________________

SCHEDULE A

ISSUE DATE	AMOUNT OF BORROWING	AMOUNT REPAID	PRINCIPAL BALANCE DUE	SIGNATURE OF PERSON MAKING NOTATION
	$		$	