

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**SCHEDULE 13D**

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

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**Exela Technologies, Inc.**

(Name of Issuer)

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**Common Stock, par value \$0.0001**  
(Title of Class of Securities)

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**7874U101**  
(CUSIP Number)

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**John F. Hartigan, Esq.**  
**Morgan, Lewis & Bockius LLP**  
**300 S. Grand Avenue, 22nd Floor**  
**Los Angeles, CA 90071**  
**(213) 612-2500**

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

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**October 6, 2017**

(Date of Event Which Requires Filing of this Statement)

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

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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

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1 Name of Reporting Person  
I.R.S. Identification of Above Person  
Novitex Parent, L.P.

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2 Check the Appropriate Box if a Member of a Group

(a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6 Citizenship or Place of Organization  
Delaware

---

7 Sole Voting Power

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8 Shared Voting Power  
0 shares of Common Stock

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9 Sole Dispositive Power

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10 Shared Dispositive Power  
0 shares of Common Stock

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11 Aggregate Amount Beneficially Owned by Each Reporting Person  
0 shares of Common Stock

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12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares\*

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13 Percent of Class Represented by Amount in Row (11)  
0.0%

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14 Type of Reporting Person  
PN

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1	Name of Reporting Person I.R.S. Identification of Above Person Apollo Novitex Holdings, L.P.
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2	Check the Appropriate Box if a Member of a Group
(a)	<input type="checkbox"/>
(b)	<input type="checkbox"/>

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3	SEC Use Only
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4	Source of Funds OO
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5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
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6	Citizenship or Place of Organization Delaware
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7	Sole Voting Power
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Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 28,647,136 shares of Common Stock
	9	Sole Dispositive Power
	10	Shared Dispositive Power 28,647,136 shares of Common Stock

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11	Aggregate Amount Beneficially Owned by Each Reporting Person 28,647,136 shares of Common Stock
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12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input checked="" type="checkbox"/>
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13	Percent of Class Represented by Amount in Row (11) 19.1%
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14 Type of Reporting Person  
PN

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1 Name of Reporting Person  
I.R.S. Identification of Above Person  
Novitex Parent GP, LLC

---

2 Check the Appropriate Box if a Member of a Group

(a)

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(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

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5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6 Citizenship or Place of Organization  
Delaware

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7 Sole Voting Power

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8 Shared Voting Power  
28,647,136 shares of Common Stock

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9 Sole Dispositive Power

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10 Shared Dispositive Power  
28,647,136 shares of Common Stock

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11 Aggregate Amount Beneficially Owned by Each Reporting Person  
28,647,136 shares of Common Stock

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13 Percent of Class Represented by Amount in Row (11)  
19.1%

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14 Type of Reporting Person  
OO

---

1 Name of Reporting Person  
I.R.S. Identification of Above Person  
Apollo Management VII, L.P.

---

2 Check the Appropriate Box if a Member of a Group

(a)

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(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

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5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6 Citizenship or Place of Organization  
Delaware

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7 Sole Voting Power

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8 Shared Voting Power  
28,647,136 shares of Common Stock

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9 Sole Dispositive Power

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10 Shared Dispositive Power  
28,647,136 shares of Common Stock

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11 Aggregate Amount Beneficially Owned by Each Reporting Person  
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13 Percent of Class Represented by Amount in Row (11)  
19.1%

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14 Type of Reporting Person  
PN

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1 Name of Reporting Person  
I.R.S. Identification of Above Person  
AIF VII Management, LLC

---

2 Check the Appropriate Box if a Member of a Group

(a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

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5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6 Citizenship or Place of Organization  
Delaware

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7 Sole Voting Power

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Number of  
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Reporting  
Person With

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28,647,136 shares of Common Stock

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9 Sole Dispositive Power

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10 Shared Dispositive Power  
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13 Percent of Class Represented by Amount in Row (11)  
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14 Type of Reporting Person  
OO

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1 Name of Reporting Person  
I.R.S. Identification of Above Person  
Apollo Management, L.P.

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2 Check the Appropriate Box if a Member of a Group

(a)

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(b)

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3 SEC Use Only

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4 Source of Funds  
OO

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13 Percent of Class Represented by Amount in Row (11)  
19.1%

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14 Type of Reporting Person  
PN

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1 Name of Reporting Person  
I.R.S. Identification of Above Person  
Apollo Management GP, LLC

---

2 Check the Appropriate Box if a Member of a Group

(a)

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(b)

---

3 SEC Use Only

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4 Source of Funds  
OO

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Beneficially  
Owned by  
Each  
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28,647,136 shares of Common Stock

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14 Type of Reporting Person  
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1 Name of Reporting Person  
I.R.S. Identification of Above Person  
Apollo Management Holdings, L.P.

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(b)

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3 SEC Use Only

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14 Type of Reporting Person  
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I.R.S. Identification of Above Person  
Apollo Management Holdings GP, LLC

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19.1%

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14 Type of Reporting Person  
OO

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Schedule 13D/A  
Amendment No. 1

The information in this Amendment No. 1 to Schedule 13D (this “First Amendment” or this “13D/A”) amends the Schedule 13D (the “Schedule 13D”) filed with the U.S. Securities and Exchange Commission (the “SEC”) by Novitex Parent, L.P. (“Parent”) and the other Reporting Persons therein described on July 24, 2017, relating to the common stock, par value \$0.0001 per share (the “Common Stock”), of Exela Technologies, Inc. (the “Issuer”).

This First Amendment is filed, in part, to reflect that on October 6, 2017, Parent distributed 27,678,386 shares of Common Stock of the Issuer to Apollo Novitex Holdings, L.P. (“Novitex Holdings”), which is a limited partner and unitholder of Parent, and distributed an aggregate of 2,921,614 shares of Common Stock that it held to its other unitholders.

**Item 5. Interest in Securities of the Issuer**

Item 5 of the Schedule 13D is hereby amended and restated as follows:

Each of the Reporting Persons disclaims beneficial ownership of all of the shares of Common Stock included in this report, and the filing of this report shall not be construed as an admission that any such person or entity is the beneficial owner of any such securities for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or for any other purpose.

- (a) See Items 11 and 13 on the cover page.
- (b) See Items 7 through 10 on the cover page.
- (c) Except as described above in this 13D/A, there have been no reportable transactions with respect to the Common Stock of the Issuer within the last 60 days by the Reporting Persons.
- (d) Not applicable.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of Schedule 13D is supplemented as follows:

Amended and Restated Fund Disposition Agreement

On October 6, 2017, Apollo Management VII, L.P. (“Management VII”) entered into the Amended and Restated Fund Disposition Agreement with the Issuer and the lenders identified therein, in connection with a margin loan agreement entered into by the lenders and another stockholder. Under the Amended and Restated Fund Disposition Agreement, Controlled Affiliates (as defined therein) of Management VII are permitted to transfer Reference Shares (as defined therein) to Novitex Holdings, it being understood that (i) Management VII remains responsible for Novitex Holdings’ compliance with the restrictions set forth therein and (ii) it shall be a violation of the Amended and Restated Fund Disposition Agreement if Novitex Holdings ceases to be a Controlled Affiliate prior to the payment in full of all principal, interest and other obligations of the Borrower under the margin loan agreement.

Capitalized terms not defined herein shall have the meaning ascribed to same in the Amended and Restated Fund Disposition Agreement. The summary of the Amended and Restated Fund Disposition Agreement as described in this Item 6 does not purport to be complete and is qualified in their entirety by reference to that agreement, which is attached to this Schedule 13D as Exhibit 1 and is incorporated herein by this reference.

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

Exhibit 1: Amended and Restated Fund Distribution Agreement, dated as of October 6, 2017, between Management VII, the Issuer and the lenders as identified therein

**SIGNATURES**

After reasonable inquiry and to the best knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement with respect to such person is true, complete and correct.

Dated: October 10, 2017

NOVITEX PARENT, L.P.

By: Novitex Parent GP, LLC  
its general partner

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

APOLLO NOVITEX HOLDINGS, L.P.

By: Novitex Parent GP, LLC  
its general partner

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

NOVITEX PARENT GP, LLC

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

APOLLO MANAGEMENT VII, L.P.

By: AIF VII Management, LLC  
its general partner

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

AIF VII MANAGEMENT, LLC

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

APOLLO MANAGEMENT, L.P.

By: Apollo Management GP, LLC  
its general partner

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

APOLLO MANAGEMENT GP, LLC

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

APOLLO MANAGEMENT HOLDINGS, L.P.

By: Apollo Management Holdings GP, LLC  
its general partner

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

APOLLO MANAGEMENT HOLDINGS GP, LLC

By: /s/ Laurie D. Medley  
Name: Laurie D. Medley  
Title: Vice President

THIS AMENDED AND RESTATED FUND DISPOSITION AGREEMENT (this "Agreement") is made as of October 6, 2017, between Apollo Management VII, L.P. (the "Investor"), Morgan Stanley Senior Funding, Inc., as Administrative Agent under the Loan Agreement (as defined below) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), Morgan Stanley Bank, N.A. ("Morgan Stanley"), Loomis, Sayles & Company, L.P., as investment manager for one or more discretionary accounts (such accounts, separately and not jointly, the "Loomis Accounts"), North Haven Credit Partners II L.P. ("North Haven"), and Scoggin International Fund LTD ("Scoggin"), together with Morgan Stanley, Loomis Accounts and North Haven, the "Lenders" under the Loan Agreement) and Exela Technologies, Inc. (the "Issuer"), and amends and restates that certain Fund Disposition Agreement dated as of July 12, 2017 (the "Fund Disposition Agreement"), between the Investor, the Administrative Agent, Morgan Stanley, Loomis, North Haven, Scoggin and the Issuer.

WHEREAS, Quinpario Acquisition Corp. 2, Quinpario Merger Sub I, Inc., Quinpario Merger Sub II, Inc., Novitex Holdings, Inc., SourceHOV Holdings, Inc., Novitex Parent, L.P., HOVS LLC and HandsOn Fund 4 I, LLC entered into that certain Business Combination Agreement, dated as of February 21, 2017, as amended by that certain Consent, Waiver and Amendment to the Business Combination Agreement dated as of June 15, 2017 (as amended, the "Business Combination Agreement");

WHEREAS, Novitex Parent, L.P. is controlled by certain funds managed by affiliates of the Investor;

WHEREAS, in connection with the Business Combination Agreement, the Administrative Agent, Morgan Stanley & Co. LLC, as Calculation Agent, Ex-Sigma 2 LLC, a Delaware limited liability company, as Borrower ("Borrower"), and the Lenders entered into a Margin Loan Agreement, dated as of July 12, 2017 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "Loan Agreement");

WHEREAS, the proceeds of loans advanced under the Loan Agreement will be used by the Borrower to acquire Reference Shares (as defined below) from the Issuer, and the Issuer will use such funds, along with other funds available to the Issuer, to finance the transactions entered into in connection with the Business Combination Agreement; and

WHEREAS, the parties hereto have agreed to amend and restate the Fund Disposition Agreement, as set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Restrictions on Dispositions. At any time prior to the payment in full of all obligations under the Loan Agreement, the Investor shall not, and shall not permit any of its affiliated funds or Controlled Affiliates (as defined below) to, Dispose (as defined below) of any common shares, par value \$0.0001 per share, of the Issuer ("Reference Shares") or any securities convertible into, or exchangeable for, Reference Shares (together with the Reference Shares, the "Reference Securities"); *provided, however*, that the following shall be permitted: (i) transfers of the Reference Shares to the current and former employees, management, officers and directors of Novitex Holdings, Inc. and its direct and indirect subsidiaries that are not employed by Investor or its affiliates (other than for the avoidance of doubt, the Issuer and its direct and indirect subsidiaries), based on current and former employees', management's, officers' and such directors' equity ownership of Novitex Parent L.P., to the extent that such transfers do not exceed 4.5 million Reference Shares in the aggregate and (ii) transfers of the Reference Shares to Apollo Novitex Holdings, L.P., a Controlled Affiliate (it being understood that (i) Investor remains responsible for such Controlled Affiliate's compliance with the restrictions set forth herein and (ii) it shall be a violation of this Agreement if Apollo Novitex Holdings, L.P. ceases to be a Controlled Affiliate prior

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to the payment in full of all principal, interest and other obligations of the Borrower under the Margin Loan Agreement). “Controlled Affiliate” means an affiliate with respect to which the Investor possesses, directly or indirectly, the power to direct or cause the direction of its management, investments or policies (including investment policies), whether through the ability to exercise voting power, by contract or otherwise. “Dispose” means any (i) offer, sale, issue, or contract to sell any Reference Securities, (ii) financing transaction secured by any Reference Securities, (iii) grant, occurrence or existence of any lien on any Reference Securities, (iv) contract to purchase or grant any option, right or warrant to purchase any Reference Securities, (v) swap, hedge or derivative transaction (including by means of a physically- or cash-settled derivative or otherwise) that transfers, in whole or in part, the economic consequences of ownership related to or secured by any Reference Securities or (vi) establishment or increase of any put equivalent position or liquidation or decrease of any call equivalent position on Reference Securities within the meaning of Section 16 of the Securities Exchange Act of 1934.

2. Representations and Warranties of the Investor and the Issuer. Each of the Investor (on behalf of itself and with respect to its Controlled Affiliates) and the Issuer (solely on behalf of itself) represents and warrants to the Administrative Agent and to the Lenders on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance does not violate or conflict with any provision of its constitutional documents or the constitutional documents of the Controlled Affiliates and does not in any material respect violate or conflict with any law applicable to it or the Controlled Affiliates, any order or judgment of any court or other agency of government applicable to it or any of its assets (or to the Controlled Affiliates or any of their assets) or any contractual restriction binding on or affecting it or any of its assets (or the Controlled Affiliates or any of their assets);

(c) any governmental and other consents that are required to have been obtained by it or the Controlled Affiliates with respect to this Agreement have been obtained and are in full force and effect and any conditions of any such consents have been complied with; and

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors’ rights generally and to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof.

5. Jurisdiction. Each party hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any state or federal court of competent jurisdiction in the State, County and City of New York, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment relating to this Agreement, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state court or, to the fullest extent permitted by applicable law, in such

federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6. Waiver Of Jury Trial. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

7. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, parties that subsequently become lenders under the Loan Agreement). This Agreement may be enforced by each Lender (or its successor or assign), and the Administrative Agent, on behalf of the Lenders (and their respective successors and assigns).

8. Counterparts: Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same document and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Delivery by email or facsimile to counsel for the other parties hereto of a counterpart executed by a party hereto shall be deemed to meet the requirements of the previous sentence.

9. Descriptive Headings. Descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10. Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

[Signature page to follow]

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

APOLLO MANAGEMENT VII, L.P., as  
Investor

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Fund Disposition Agreement]

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EXELA TECHNOLOGIES, INC., as Issuer

By:

\_\_\_\_\_  
Name:

Title:

[Signature Page to Fund Disposition Agreement]

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Confirmed and agreed as of the date first written above:

MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

MORGAN STANLEY BANK N.A., as a Lender

By: \_\_\_\_\_  
Name:  
Title:

LOOMIS, SAYLES & COMPANY, L.P., as investment manager for one or more discretionary accounts (each of such accounts, separately and not jointly, as a Lender)

By: Loomis, Sayles & Company, Incorporated  
Its General Partner

By: \_\_\_\_\_  
Name: Thomas H. Day  
Title: Assistant General Counsel

NORTH HAVEN CREDIT PARTNERS II L.P., as a Lender

By: MS Credit Partners II GP L.P., its general partner  
By: MS Credit Partners II GP Inc., its general partner

By: \_\_\_\_\_  
Name:  
Title:

SCOGGIN INTERNATIONAL FUND LTD, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Fund Disposition Agreement]

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