

SCHEDULE 13D

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 7)***

Exela Technologies, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

30162V102

(CUSIP Number)

**Andrej Jonovic
HandsOn Global Management
8550 West Desert Inn Road, Suite 102-452
Las Vegas, Nevada 89117
424-268-8900**

**With a copy to:
Maurice M. Lefkort
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
212-728-8000**

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

October 23, 2019

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this statement on Schedule 13D (this "Schedule 13D"), and is filing this schedule 13D 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 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HandsOn Global Management LLC

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
Delaware

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
80,526,054

9 Sole Dispositive Power
0

10 Shared Dispositive Power
1,250,000

11 Aggregate Amount Beneficially Owned by Each Reporting Person
80,526,054

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
52.4% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC, plus 430,698 shares of Common Stock issuable upon settlement of restricted stock units held by the Reporting Persons.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Par Chadha

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
United States of America

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
80,526,054

9 Sole Dispositive Power
150,142

10 Shared Dispositive Power
76,460,365

11 Aggregate Amount Beneficially Owned by Each Reporting Person
80,526,054

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
52.4% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC, plus 430,698 shares of Common Stock issuable upon settlement of restricted stock units held by the Reporting Persons.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HOF 2 LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO; WC

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,792,421

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,792,421

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,792,421

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.8% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HOVS LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO; WC

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

6 Citizenship or Place of Organization
Delaware

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,764,907

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,764,907

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,764,907

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.7% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HOV Services Ltd

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
India

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,764,907

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,764,907

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,764,907

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.7% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Adesi 234 LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO; WC

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,723,635

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,723,635

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,723,635

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.7% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HandsOn Fund 4 I LLC

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,558,549

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,558,549

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,558,549

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.6% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HOV Capital III LLC

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,558,549

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,558,549

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,558,549

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.6% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Ex-Sigma 2 LLC

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
Delaware

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,558,549

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,558,549

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,558,549

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.6% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Ex-Sigma LLC

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 Item 2(d) or 2(e)

6 Citizenship or Place of Organization
Delaware

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
74,558,549

9 Sole Dispositive Power
0

10 Shared Dispositive Power
74,558,549

11 Aggregate Amount Beneficially Owned by Each Reporting Person
74,558,549

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
48.6% (1)

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 3,263,473 shares of Common Stock issuable upon conversion of Preferred Stock of the Issuer held by Ex-Sigma 2, LLC.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Surinder Rametra

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
United States

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
412,716

9 Sole Dispositive Power
412,716

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
412,716

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.3% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Pidgin Associates LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
288,901

9 Sole Dispositive Power
288,901

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
288,901

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.2% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
SoNino LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
247,630

9 Sole Dispositive Power
247,630

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
247,630

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.2% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Beigam Trust

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
247,630

9 Sole Dispositive Power
247,630

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
247,630

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.2% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Ron Cogburn

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
United States

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
198,757

9 Sole Dispositive Power
198,757

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
198,757

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.1% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q, plus 185,000 shares of Common Stock issuable upon settlement of restricted stock units and exercise of options held by the Reporting Person.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Shadow Pond LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
178,844

9 Sole Dispositive Power
178,844

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
178,844

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.1% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
SunRaj LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
California

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
110,058

9 Sole Dispositive Power
110,058

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
110,058

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.1% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Rifles Trust

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
82,543

9 Sole Dispositive Power
82,543

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
82,543

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0.1% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Andrej Jonovic

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
Serbia; Sweden

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
71,272

9 Sole Dispositive Power
71,272

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
71,272

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
HandsOn 3, LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF, OO

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

6 Citizenship or Place of Organization
Nevada

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
46,500

9 Sole Dispositive Power
0

10 Shared Dispositive Power
46,500

11 Aggregate Amount Beneficially Owned by Each Reporting Person
46,500

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0% (1)

14 Type of Reporting Person
OO

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

SCHEDULE 13D

1 Name of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Kanwar Chadha

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
PF

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

6 Citizenship or Place of Organization
United States

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
13,757

9 Sole Dispositive Power
13,757

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
13,757

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
0% (1)

14 Type of Reporting Person

(1) Calculations are based upon 150,007,085 shares of Common Stock of the Issuer outstanding, as of August 5, 2019, as reported in the Issuer's Form 10-Q.

The information in this Amendment No. 7 to Schedule 13D (this “Seventh Amendment” or this “13D/A”) amends the Schedule 13D (the “Initial Schedule 13D”) filed with the U.S. Securities and Exchange Commission (the “SEC”) by Mr. Par Chadha, HandsOn Global Management, LLC, a Delaware limited liability company (“HGM”), Ex-Sigma 2 LLC, a Delaware limited liability company (“Ex-Sigma 2”), Ex-Sigma LLC, a Delaware limited liability company (“Ex-Sigma”), HOVS LLC, a Delaware limited liability company (“HOVS”), HandsOn Fund 4 I, LLC, a Nevada limited liability company (“HOF 4”), HOV Capital III, LLC, a Nevada limited liability company (“HOV 3”), HOV Services Ltd., an Indian limited liability company (“HOV Services”), Adesi 234 LLC, a Nevada limited liability company (“Adesi”), HOF 2 LLC, a Nevada limited liability company (“HOF 2”) and together with Mr. Chadha, Ex-Sigma, Ex-Sigma 2, HGM, HOVS, HOV Services, HOF 4, HOV 3, and Adesi, the “Initial Reporting Persons”) on July 24, 2017, relating to the common stock, par value \$0.0001 per share (the “Common Stock”), of Exela Technologies, Inc. (the “Issuer”), as amended by Amendment No. 1 to Schedule 13D filed by the Initial Reporting Persons on April 16, 2018, Amendment No. 2 to Schedule 13D filed by the Initial Reporting Persons and HandsOn 3, LLC, a Nevada limited liability company and an affiliate of the Initial Reporting Persons (“HOF 3 and together with the Initial Reporting Persons the “Amended Reporting Persons”) on June 20, 2018, Amendment No. 3 to Schedule 13D filed by the Amended Reporting Persons on May 28, 2019, Amendment No. 4 to Schedule 13D filed by the Amended Reporting Persons on June 26, 2019, Amendment No. 5 to Schedule 13D filed by the Reporting Persons on July 6, 2019 and Amendment No. 6 to Schedule 13D filed by the Reporting Persons on July 18, 2019 (the “Prior Amendments”). This Seventh Amendment is being filed to update the disclosures in Item 6.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby supplemented as follows.

On October 29, 2019, the Issuer announced the termination of discussions between the Issuer’s Special Committee and the internationally recognized private equity firm that, together with HGM, had submitted a preliminary non-binding indication of interest for a transaction with the Issuer.

HGM continues to believe that the Common Stock is undervalued at its current levels and is exploring means to continue to acquire increased beneficial and economic ownership of the Common Stock. The voting agreement entered into on October 23, 2019 reflects an agreement among the members of Ex-Sigma LLC to act in concert with respect to the equity in the Company.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby supplemented as follows.

As a result of the Second Voting Agreement, HGM acquired the power to direct the vote of an additional 1,889,639 shares of the Common Stock.

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

Item 6 of the Schedule 13D is hereby supplemented as follows:

On October 23, 2019, the Reporting Persons, entered into a Voting Agreement (the “Second Voting Agreement”) certain members of Ex-Sigma, including. Pursuant to the Second Voting Agreement, each of the parties thereto have granted to HGM an irrevocable proxy to vote all of such person’s shares then held with respect to any proposal relating to a Change of Control Transaction or a Take private Transaction (as such terms are defined in the Second Voting Agreement) subject to certain restrictions set forth therein. Pursuant to the Second Voting Agreement, HGM has agreed that it shall only vote the subject shares with respect to any such proposal in the event that the holders of at least 85% of the outstanding common units of Ex-Sigma approve of such action. The Second Voting Agreement will terminate upon written notice of such termination by HGM with approval of stockholders who hold at least 85% of the outstanding common units of Ex-Sigma; or when ownership thresholds are met.

Item 7. Material to be Filed as Exhibits.

Exhibit 10.1: Voting Agreement, dated October 23, 2019, by and among HandsOn Global Management, LLC and the parties executing such agreement as stockholders.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this Seventh Amendment is true, complete and correct.

Dated: October 30, 2019

HANDSON GLOBAL MANAGEMENT, LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

HOVS LLC

By: /s/ Jim Reynolds
Name: Jim Reynolds
Title: Manager

HANDSON FUND 4 I LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

HOV CAPITAL III LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

HOV SERVICES LTD

By: /s/ Vik Negi
Name: Vik Negi
Title: Director

ADESI 234 LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

HOF 2 LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

EX-SIGMA 2 LLC

By: /s/ Jim Reynolds
Name: Jim Reynolds
Title: President

EX-SIGMA LLC

By: /s/ Jim Reynolds
Name: Jim Reynolds
Title: President

/s/ Par Chadha

Par Chadha

HANDSON 3, LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

SONINO LLC

By: /s/ Jim Reynolds
Name: Jim Reynolds
Title: Manager

BEIGAM TRUST

By: /s/ Sarah Jonovic
Name: Sarah Jonovic
Title: Trustee

RIFLES TRUST

By: /s/ Ajit Singh Chadha
Name: Ajit Singh Chadha
Title: Trustee

SUNRAJ LLC

By: /s/ Sunil Rajadhyksha
Name: Sunil Rajadhyksha
Title: Manager

/s/ Andrej Jonovic

Andrej Jonovic

SHADOW POND LLC

By: /s/ Vik Negi
Name: Vik Negi
Title: Manager

/s/ Ron Cogburn
Ron Cogburn

/s/ Kanwar Chadha
Kanwar Chadha

/s/ Surinder Rametra
Surinder Rametra

PIDGIN ASSOCIATES LLC

By: /s/ Xin Cheng
Name: Xin Cheng
Title: Manager

VOTING AGREEMENT

by and among

HANDSON GLOBAL MANAGEMENT, LLC

and

THE PARTIES EXECUTING THIS AGREEMENT AS STOCKHOLDERS

Dated as of October 23, 2019

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement") is entered into as of October 23, 2019, by and among HandsOn Global Management, LLC ("HGM") and the parties executing this Agreement as Stockholders (the "Stockholders").

WHEREAS, certain of the Stockholders are members of Ex-Sigma LLC, a Delaware limited liability company ("Ex-Sigma");

WHEREAS, Ex-Sigma indirectly owns shares of common stock, par value \$0.0001 per share (the "Shares"), and preferred stock of Exela Technologies Inc. (the "Company") and certain other Stockholders also directly own Shares;

WHEREAS, HGM and certain of the Stockholders (collectively, the "HGM Stockholders") have entered into a Voting Agreement, dated as of June 25, 2019, pursuant to which each HGM Stockholder has agreed to vote its Shares as directed by HGM and has granted an irrevocable proxy to HGM for such purpose (the "Other Voting Agreement");

WHEREAS, upon the occurrence of certain events, Ex-Sigma proposes to dissolve and to distribute Shares and preferred stock of the Company to its members, including certain of the Stockholders; and

WHEREAS, HGM and the Stockholders wish to provide for the orderly voting of Shares, whether acquired upon distribution from Ex-Sigma or otherwise, in connection with a Change of Control Transaction (as defined herein).

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.

VOTING AGREEMENT AND IRREVOCABLE PROXY

Section 1.1. Definitions. For purposes of this Agreement:

(a) "Change of Control Transaction" means either (a) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such

other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); or (b) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company;

(b) “Consents Actions” means as set forth in the Director Nomination Agreement;

(c) “Director Nomination Agreement” means that certain Director Nomination Agreement, dated as of July 12, 2017 between the Company and the other parties party thereto;

(d) “Take-Private Transaction” means any transaction or series of related transactions (including, without limitation, any merger or other extraordinary transaction involving the Company) resulting in the delisting of Shares from the Nasdaq Stock Market or the Shares becoming eligible for termination of registration pursuant to Section 12(g) of the Securities Exchange Act of 1934.

Section 1.2. 85% Approval. For purposes of the Other Voting Agreement and Section 1.3 and Section 1.4 below, HGM agrees that it shall only vote the Subject Shares (or direct the voting of the Subject Shares) with respect to any proposal relating to a Change of Control Transaction or a Take-Private Transaction in accordance with the written voting instructions (including via e-mail) of Stockholders who hold at least 85% of the outstanding Common Units of Ex-Sigma (“Ex-Sigma Common Units”), in each case, as of the date hereof (“85% Approval”). In the event 85% Approval is not received with respect to any such proposal prior to the applicable deadline for the voting of the Shares, HGM agrees that it shall vote the Shares (or direct the voting of the Shares) “Against” such proposal. In the event that the Company requests (the “Consents Actions Request”) consent from HGM and/or its affiliates to any Consent Actions pursuant to Section 2 of the Director Nomination Agreement, HGM agrees that it shall only provide such consent to such Consent Action with 85% Approval. In the event that 85% Approval has not been obtained within nine (9) business days after the delivery of the Consents Actions Request, HGM agrees to provide the Company notice of their refusal of consent to such Consents Action.

Section 1.3. Agreement to Vote. Each Stockholder hereby agrees that at any duly called meeting of the stockholders of the Company (or any adjournment or postponement thereof), or in any other circumstances (including action by written consent of stockholders of the Company in lieu of a meeting) with respect to any proposal relating to a Change of Control Transaction or a Take-Private Transaction, such Stockholder shall, if a meeting is held, appear at the meeting, in person or by proxy, and shall provide a written consent or vote (or cause to be voted), in person or by proxy, all of the Shares of the Company held beneficially or of record by such Stockholder, including any Shares acquired by the Stockholder after the date of this Agreement (the “Subject Shares”), as directed by HGM in accordance with Section 1.2.

Section 1.4. Grant of Irrevocable Proxy. Each Stockholder hereby appoints HGM and any designee of HGM, and each of them individually, as such Stockholder's proxy, with full power of substitution and resubstitution, to vote, including by executing written consents with respect to any and all of the Subject Shares on the matters and in the manner specified in Section 1.3. Such Stockholder shall take all further action or execute such other instruments as may be necessary to effectuate the intent of any such proxy. Such Stockholder affirms that the irrevocable proxy given to HGM by such Stockholder to secure the performance of the obligations of such Stockholder under this Agreement.

Section 1.5. Nature of Irrevocable Proxy. The proxy granted pursuant to Section 1.4 to HGM by each Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and, except with respect to the Other Voting Agreement, shall revoke any and all prior proxies or powers of attorney granted by such Stockholder and no subsequent proxy or power of attorney shall be given or written consent executed (and if given or executed, shall not be effective) by such Stockholder with respect thereto. The proxy that may be granted hereunder shall terminate upon the termination of this Agreement, but shall survive the death or incapacity of such Stockholder and any obligation of such Stockholder under this Agreement shall be binding upon the heirs, personal representatives and successors of such Stockholder.

ARTICLE II.

COVENANTS

Section 2.1. Transfer of Subject Shares. Nothing contained herein shall be deemed to limit or restrict the ability of a Stockholder to sell, assign, transfer or convey the Subject Shares or to pledge, margin or otherwise encumber (a "Pledge") the Subject Shares.

(a) Upon the sale of any Shares that constitute Subject Shares through the facilities of a national securities exchange, such Shares shall cease being Subject Shares.

(b) Upon the bona fide Pledge of any Shares that constitute Subject Shares, such Shares shall be released from this Agreement, to the extent, and only to the extent, required by the terms of such Pledge.

(c) Upon any other sale, assignment, transfer, conveyance or Pledge of Shares that constitute Subject Shares (including, but not limited to, a sale by the Stockholder's trustee in bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect.

Section 2.2. Additional Subject Shares.

(a) In the event of a stock dividend or distribution, or any change in the Subject Shares by reason of any stock dividend or distribution, split-up, recapitalization,

combination, conversion, exchange of shares or the like, the term “Subject Shares” shall be deemed to refer to and include the Subject Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of the Subject Shares may be changed or exchanged or which are received in such transaction.

(b) Each Stockholder further agrees that, in the event Stockholder purchases or otherwise acquires beneficial or record ownership of or an interest in, or acquires the right to vote or share in the voting of, any additional Shares, in each case after the execution of this Agreement, the Stockholder shall deliver promptly to HGM written notice of such event, which notice shall state the number of additional Shares so acquired. The Stockholder agrees that any such additional Shares shall be subject to the terms of this Agreement, including all covenants, agreements, obligations, representations and warranties set forth herein as if those additional shares were owned by the Stockholder on the date of this Agreement.

(c) Each Stockholder further agrees that, in the event that any affiliate of a Stockholder (a “Stockholder Affiliate”) purchases or otherwise acquires beneficial or record ownership of or an interest in, or acquires the right to vote or share in the voting of, any Shares, in each case after the execution of this Agreement and is not already party to this Agreement, such Stockholder Affiliate shall deliver promptly to HGM and the other parties hereto an executed signature page to this Agreement, and upon such execution and delivery such Stockholder Affiliate shall be deemed a “Stockholder” for all purposes of this Agreement.

Section 2.3. Stockholder’s Capacity. All agreements and understandings made herein shall be made solely in the Stockholder’s capacity as a holder of the Subject Shares and not in any other capacity. Nothing herein shall limit or affect a Stockholder’s ability to act as an officer or director of the Company or its subsidiaries.

Section 2.4. No Inconsistent Agreements. Each Stockholder agrees that it will not, nor will it permit any entity under its control to, deposit any of its Subject Shares in a voting trust or subject any of its Subject Shares to any arrangement with respect to the voting of such Subject Shares other than as provided herein. For the avoidance of doubt, the Other Voting Agreement shall remain in place in accordance with its existing terms and be subject to Section 1.2 of this Agreement with respect to any proposal relating to a Change of Control Transaction or a Take Private Transaction.

Section 2.5. Further Actions. Subject to the terms and conditions set forth in this Agreement, each Stockholder agrees to take any all actions and to do all things reasonably necessary or appropriate to effectuate this Agreement.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF EACH STOCKHOLDER

Each Stockholder hereby, severally and not jointly, represents and warrants:

Section 3.1. Due Authorization. If such Stockholder is an entity: (a) such Stockholder has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; and (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such Stockholder have been duly authorized by all necessary action on the part of such Stockholder and no other proceedings on the part of such Stockholder are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby.

Section 3.2. Enforceability. This Agreement has been duly executed and delivered by such Stockholder and (assuming the due authorization, execution and delivery by HGM) constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except to the extent enforcement is limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and by general equitable principles.

Section 3.3. Ownership of Shares. Schedule I hereto sets forth opposite such Stockholder's name (i) the Ex-Sigma Common Units over which such Stockholder has sole record and beneficial ownership as of the date hereof and (ii) the Shares over which such Stockholder has indirect beneficial ownership as of the date hereof. As of the date hereof, such Stockholder is the lawful owner of the Ex-Sigma Common Units denoted as being owned by such Stockholder on Schedule I hereto, has the sole power to vote or cause to be voted such Ex-Sigma Common Units and has the sole power to dispose of or cause to be disposed such Ex-Sigma Common Units. Such Stockholder has good and valid title to the Ex-Sigma Common Units denoted as being owned by such Stockholder on Schedule I hereto, free and clear of any and all pledges, mortgages, liens, charges, proxies, voting agreements, encumbrances, adverse claims, options, security interests and demands of any nature or kind whatsoever, other than (i) those created by this Agreement, or (ii) those existing under applicable securities laws.

Section 3.4. No Conflicts. (a) Except for the filing of a Schedule 13D by certain Stockholders, no filing with any governmental entity, and no authorization, consent or approval of any other person is necessary for the execution of this Agreement by such Stockholder and (b) none of the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated hereby or compliance by such Stockholder with any of the provisions hereof: (i) if such Stockholder is an entity, conflict with or result in any breach of the organizational documents of such Stockholder, (ii) result in, or give rise to, a violation or breach of or a default under any of the terms of any material contract, understanding, agreement or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or any of the Subject Shares may be bound or (iii) violate any applicable order, writ, injunction, decree, judgment, statute, rule or regulation, except for any of the foregoing as would not reasonably be expected to impair such Stockholder's ability to perform its obligations under this Agreement.

Section 3.5. No Litigation. As of the date of this Agreement, there is no claim or proceeding pending or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to impair the ability of such Stockholder to perform its obligations hereunder or consummate the transactions contemplated hereby.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF HGM

HGM hereby represents and warrants to each Stockholder as follows:

Section 4.1. Due Organization, etc. HGM is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. HGM has all necessary limited liability power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by HGM have been duly authorized by all necessary action on the part of HGM and no other proceedings on the part of HGM are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by HGM and (assuming the due authorization, execution and delivery by each Stockholder) constitutes a valid and binding obligation of HGM, enforceable against HGM in accordance with its terms, except to the extent enforcement is limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and by general equitable principles.

Section 4.2. No Conflicts. (a) Except for the filing of a Schedule 13D, no filing with any governmental entity, and no authorization, consent or approval of any other person is necessary for the execution of this Agreement by HGM and (b) none of the execution and delivery of this Agreement by HGM, the consummation by HGM of the transactions contemplated hereby or compliance by HGM with any of the provisions hereof shall (i) conflict with or result in any breach of the organizational documents of HGM, (ii) result in, or give rise to, a violation or breach of or a default under any of the terms of any material contract, understanding, agreement or other instrument or obligation to which HGM is a party or by which HGM or any of its assets may be bound or (iii) violate any applicable order, writ, injunction, decree, judgment, statute, rule or regulation, except for any of the foregoing as would not reasonably be expected to materially impair HGM's ability to perform its obligations under this Agreement.

ARTICLE V.

TERMINATION

Section 5.1. Termination. This Agreement shall terminate and be of no further force and effect upon the first to occur of: (a) the written notice of termination by HGM with 85% Approval; and (b) with respect to a Stockholder, at such time as such Stockholder ceases to beneficially own any Shares. Termination of this Agreement shall not excuse a party for breach of this Agreement occurring prior to such termination.

ARTICLE VI.

MISCELLANEOUS

Section 6.1. Fees and Expenses. Except as otherwise specifically provided herein, each party shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

Section 6.2. Amendments, Waivers, etc. This Agreement may not be amended or waived with respect to a party without the express written consent of the party to be bound by such amendment or waiver, except that Schedule I may be amended by HGM to reflect changes in the Subject Shares.

Section 6.3. Notices. Any notice, request, instruction or other document required to be given hereunder shall be sufficient if in writing, and sent by confirmed facsimile or electronic mail transmission of a "portable document format" (".pdf") attachment (provided that any notice received by facsimile or electronic mail transmission or otherwise at the addressee's location on any business day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next business day), by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

If to HGM, to

8550 West Desert Inn Road, Suite 102-452,
Las Vegas, Nevada 89117
Attention: Par Chadha

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

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Maurice M. Lefkort
Facsimile: (212) 728-9239

If to a Stockholder, to the address set forth on its signature page hereto;

or to such other person or address as any party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or mailed. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this paragraph; *provided* that such notification shall only be effective on the date specified in such notice or five (5) business days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 6.4. Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

Section 6.5. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application of such provision to any person or any circumstance, is invalid or unenforceable (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

Section 6.6. Entire Agreement; Assignment. This Agreement, together with the Other Voting Agreement, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Notwithstanding anything to the contrary set forth herein, each Stockholder agrees that, to the extent set forth in Section 2.1, this Agreement and the obligations hereunder shall be binding upon any Person to which record or beneficial ownership of each Stockholder's Subject Shares shall pass, whether by operation or law or otherwise, including each Stockholder's heirs, guardians, administrators or successors and assigns, and each Stockholder agrees to take all actions necessary to effect the foregoing.

Section 6.7. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, including, without limitation, the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto.

Section 6.8. Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The

definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented in accordance with the terms hereof, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if drafted by all the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. References to dollars or "US\$" are to the official currency of the United States of America.

Section 6.9. Governing Law. THIS AGREEMENT AND ALL QUESTIONS RELATING TO THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION.

Section 6.10. Specific Performance. The parties hereto acknowledges that any breach of this Agreement would give rise to irreparable harm for which monetary damages would not be an adequate remedy and the parties hereto shall be entitled to a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without the necessity of proving the inadequacy of monetary damages as a remedy.

Section 6.11. Submission to Jurisdiction. The parties hereby irrevocably submit to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, or, if the Chancery Court declines jurisdiction, the United States District Court for the District of Delaware or the courts of the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims relating to such action, suit or proceeding shall be heard and determined in such courts. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in [Section 6.3](#) or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

Section 6.12. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.12.

Section 6.13. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile transmission or other means of electronic transmission, such as by electronic mail in “pdf” form), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other parties.

Section 6.14. Relationship of the Parties. This Agreement has been negotiated on an arm’s length basis between the parties and is not intended to create a partnership, joint venture or agency relationship between the parties.

Section 6.15. Role of Counsel. Each of the parties hereto understands and acknowledges that Willkie Farr & Gallagher LLP has from time to time represented HGM, the Company and certain of the Stockholders, both collectively and individually. Each of the parties hereto acknowledges that in connection with this Agreement and the transactions contemplated hereby, Willkie Farr & Gallagher LLP is acting as counsel to HGM and not to the Company or any of the Stockholders and that Willkie Farr & Gallagher LLP owes no duty or obligation to the Company or any of the Stockholders in connection therewith. Each Stockholder waives any conflict of interest arising out of such representation, and agrees that Willkie Farr & Gallagher LLP may represent HGM in connection with any dispute between the Stockholders on the one hand and HGM on the other.

IN WITNESS WHEREOF, HGM has caused this Agreement to be duly executed as of the day and year first above written.

HANDSON GLOBAL MANAGEMENT, LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HOF 2 LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Adesi 234 LLC

By: /s/ Par Chadha

Name: Par Chadha

Title: Manager

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HOVS LLC

By: /s/ Jim Reynolds

Name: Jim Reynolds

Title: Manager

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HandsOn Fund 4 I LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HOV Capital III LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HOV Services Ltd

By: /s/ Vik Negi
Name: Vik Negi
Title: Director

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Ex-Sigma 2 LLC

By: /s/ Jim Reynolds

Name: Jim Reynolds

Title: President

Address for Notices:

2701 E. Grauwylor Road Irving, Texas 75061

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Ex-Sigma LLC

By: /s/ Jim Reynolds

Name: Jim Reynolds

Title: President

Address for Notices:

2701 E. Grauwylar Road Irving, Texas 75061

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HandsOn Global Management LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Par Chadha

By: /s/ Par Chadha

Name:

Title:

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

HandsOn 3, LLC

By: /s/ Par Chadha
Name: Par Chadha
Title: Manager

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

SoNino LLC

By: /s/ Jim Reynolds

Name: Jim Reynolds

Title: Manager

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

SunRaj LLC

By: /s/ Sunil Rajadhyksha
Name: Sunil Rajadhyksha
Title: Manager

Address for Notices:

4260 Pilon Point
San Diego, CA 92130

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Pidgin Associates LLC

By: /s/ Xin Cheng
Name: Xin Cheng
Title: Manager

Address for Notices:

12707 Heritage Glen Ct.
San Diego, CA 92130

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Delos Investment Fund, L.P.
c/o Delos Capital Management, LP

By: /s/ Matthew Constantino
Name: Matthew Constantino
Title: Authorised Signatory

Address for Notices:

120 5th Ave, Third Floor
New York, NY 10011

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Ronald Cogburn

By: /s/ Ronald Cogburn

Name:

Title:

Address for Notices:

712 Bandit Trail

Keller, TX 76248

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Beigam Trust

By: /s/ Sarah Jonovic

Name: Sarah Jonovic

Title: Authorized Signatory

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Rifles Trust

By: /s/ Ajit Singh Chadha
Name: Ajit Singh Chadha
Title: Trustee

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Andrej Jonovic

By: /s/ Andrej Jonovic

Name:

Title:

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Shadow Pond LLC

By: /s/ Vik Negi
Name: Vik Negi
Title: Manager

Address for Notices:

8550 West Desert Inn Road
Suite 102-452
Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Kanwar Chadha

By: /s/ Kanwar Chadha

Name: _____

Title:

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as a Stockholder as of the day and year first above written.

STOCKHOLDER:

Surinder Rametra

By: /s/ Surinder Rametra

Name:

Title:

Address for Notices:

8550 West Desert Inn Road

Suite 102-452

Las Vegas, Nevada 89117

[Signature Page to Voting Agreement]

Schedule I
Ownership of Common Shares

Name and Address of Stockholder	Number of Common Shares	Number of Ex-Sigma Common Units	Number of Ex-Sigma Exchangeable Preferred Interests
HOF 2 LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	233,872		448.47
Adesi 234 LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	165,086		316.56
HOVS LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	206,358	64,715	395.71
HandsOn Fund 4 I LLC c/o HandsOn 3, LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	0	40,994	
HOV Capital III LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	0	8,738	
HOV Services Ltd 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	0		
Ex-Sigma 2 LLC 2701 E. Grauwlyer Road Irving, Texas 75061	74,558,549		

Ex-Sigma LLC 2701 E. Grauwlyer Road Irving, Texas 75061	0		
HandsOn Global Management LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	1,250,000		2,000
Par Chadha 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	78,244		
HandsOn 3, LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	46,500		
SoNino LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, Nevada 89117	247,630	1,019	474.85
SunRaj LLC 4260 Pilon Point San Diego, CA 92130	110,058	1,000	211.04
Pidgin Associates LLC 12707 Heritage Glen Ct. San Diego, CA 92130		108	553.99
Delos Investment Fund, L.P. c/o Delos Capital Management, LP 120 5th Ave, Third Floor New York, NY 10011	1,889,639	25,826	6,043.57
Ronald Cogburn 712 Bandit Trail Keller, TX 76248	13,757	110	26.38

Beigam Trust 8550 West Desert Inn Road, Suite 102-452 Las Vegas, NV 89117	247,630	474.85
Rifles Trust 8550 West Desert Inn Road, Suite 102-452 Las Vegas, NV 89117	82,543	158.28
Andrej Jonovic 8550 West Desert Inn Road, Suite 102-452 Las Vegas, NV 89117	71,272	79.14
Shadow Pond LLC 8550 West Desert Inn Road, Suite 102-452 Las Vegas, NV 89117	178,844	342.95
Kanwar Chadha 8550 West Desert Inn Road, Suite 102-452 Las Vegas, NV 89117	13,757	26.38
Surinder Rametra 8550 West Desert Inn Road, Suite 102-452 Las Vegas, NV 89117	412,716	791.41
