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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **June 15, 2017**

QUINPARIO ACQUISITION CORP. 2

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36788
(Commission
File Number)

47-1347291
(IRS Employer
Identification No.)

c/o Quinpario Partners 2, LLC
12935 N. Forty Drive, Suite 201
St. Louis, Missouri
(Address of Principal Executive Offices)

63141
(Zip Code)

Registrant's Telephone Number, Including Area Code: **(314) 548-6200**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

- Emerging Growth Company
 - If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.
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Item 1.01 Entry Into A Material Definitive Agreement.

The Modification Agreement

On February 21, 2017, Quinpario Acquisition Corp. 2 (the “Company” or “Quinpario”), entered into a Business Combination Agreement (the “Business Combination Agreement”) by and among the Company, Quinpario Merger Sub I, Inc., Quinpario Merger Sub II, Inc., Novitex Holdings, Inc. (“Novitex”), SourceHOV Holdings, Inc. (“SourceHOV”), Novitex Parent, L.P., HOVS LLC and HandsOn Fund 4 I, LLC.

On June 15, 2017, the Company and the other parties to the Business Combination Agreement and New SourceHOV LLC entered into a Consent, Waiver and Amendment to the Business Combination Agreement (the “Modification Agreement”). Pursuant to the Modification Agreement, prior to the closing of the transactions contemplated by the Business Combination Agreement, SourceHOV will enter into certain preliminary transactions following which New SourceHOV LLC will be the sole stockholder of SourceHOV upon the closing of the merger of SourceHOV with and into Quinpario Merger Sub I, Inc. pursuant to the Business Combination Agreement, and New SourceHOV LLC will receive 80,600,000 shares of the Company’s common stock, par value \$0.0001 per share (the “Quinpario Common Stock”).

The Modification Agreement is filed with this Current Report on Form 8-K (the “Current Report”) as Exhibit 10.1 and the foregoing description of the Modification Agreement is qualified in its entirety by reference thereto.

Equity Financing

On June 15, 2017, the Company entered into the subscription agreements (the “Subscription Agreements”) or commitment agreements (the “Commitment Agreements”) with certain investors to purchase or waive redemption rights in respect of shares of Quinpario Common Stock for an aggregate commitment amount of approximately \$275.5 million, which will consist of 20,858,389 shares of Quinpario Common Stock sold and 835,626 shares of Quinpario Common Stock issued in respect of waivers of redemptions or conversion rights, and 9,400,000 shares of the Company’s Series A Perpetual Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Convertible Preferred Stock”), which may be convertible into approximately 11,492,690 shares of Quinpario Common Stock (the “PIPE Investment”). The shares of Quinpario Common Stock and Series A Convertible Preferred Stock to be sold in connection with the PIPE Investment will be issued at a price per share of \$8.00. The closing of the PIPE Investment is subject to certain conditions, including the closing of the Business Combination.

In connection with the Business Combination, as part of the PIPE Investment, the Company has entered into commitment agreements with certain parties. The commitment agreements require that such investors (i) hold by June 27, 2017, 3,342,500 shares of Quinpario Common Stock, in the aggregate, until the closing of the Business Combination, (ii) waive the exercise of any redemption rights in respect of such shares and (iii) not resell, transfer, pledge or otherwise dispose of the Quinpario Common Stock prior to the closing of the Business Combination. In exchange such investors will receive 0.25 additional shares for each such share they hold on the date of closing of the Business Combination. In the event that such an investor is unable to acquire any one of the committed number of shares in the open market, such investor will subscribe for and purchase 1.25 shares of Quinpario Common Stock as part of the PIPE Investment for \$8.00 per share.

The Quinpario Common Stock and Series A Convertible Preferred Stock to be issued pursuant to the subscription agreements will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. The conditions to completing the PIPE Investment under the subscription agreements include a condition that all conditions to the closing of the Business Combination shall have been satisfied or waived. The PIPE Investment is anticipated to close immediately prior to the Business Combination. The shares of Quinpario Common Stock to be received in the PIPE Investment will be subject to registration rights and Quinpario has agreed to use commercially reasonable efforts to file a registration statement with the Securities and Exchange Commission (the “SEC”) for resales of such shares within 15 days after completion of the Business Combination and certain of the agreements provide for remedies relating to delays or unavailability of a resale registration statement. These shares of Quinpario Common Stock are not subject to contractual restrictions on resale and may be sold at any time by such investors or advisors following the registration of such shares in accordance with the subscription or commitment agreements (or at any time following the Business Combination in the case of the publicly traded shares).

Apollo Novitex Holdings, L.P. and HGM Group are participants in the PIPE Investment. The Company and Apollo Novitex Holdings, L.P. have entered into a subscription agreement pursuant to which Apollo Novitex Holdings, L.P., will subscribe for and purchase shares of Quinpario Common Stock for \$8.00 per share. Quinpario and members of the HGM Group have also entered into a subscription agreement, pursuant to which HGM Group will reinvest a consulting agreement termination fee to be received by it pursuant to the terms of the Business Combination Agreement in exchange for Quinpario Common Stock for \$8.00 per share.

As part of the PIPE Investment, Quinpario entered into subscription and commitment agreements, each dated June 15, 2017, with certain of its advisors (the “Advisors”), pursuant to which the payment of an aggregate of \$33.6 million of fees owed to such Advisors for their services will be settled either through settlement or investment of such fees (or, for one party, reimbursement of such fees in respect of prior purchases of publicly traded shares) in an aggregate amount of 3,440,625 newly issued shares of Quinpario Common Stock and 762,500 publicly traded shares, in respect of which a waiver of redemption and/or conversion was obtained (the “Advisors Subscription Agreements”). Additionally, certain persons who are not affiliates of Quinpario will receive 1,578,126 shares of Quinpario Common Stock for no or de minimis consideration in connection with the PIPE Investment transactions upon consummation of the Business Combination.

The Subscription Agreements and Commitment Agreements, including the Advisors Subscription Agreements, will be terminated, and be of no further force and effect, upon the earlier to occur of (i) the termination of the Business Combination Agreement in accordance with its terms, (ii) the mutual written agreement of the parties thereto or (iii) if any of the conditions to the closing are not satisfied on or prior to the closing and which make the consummation of the Business Combination fail to occur.

Series A Convertible Preferred Stock

Holders of the Series A Convertible Preferred Stock will be entitled to receive cumulative dividends at a rate per annum of 10% of the liquidation preference of \$8.00 per share of Series A Convertible Preferred Stock, plus accrued dividends on the Series A Convertible Preferred Stock (the "Liquidation Preference"), paid or accrued quarterly in arrears. From the issue date until the third anniversary of the issue date, the amount of all accrued but unpaid dividends on the Series A Convertible Preferred Stock will be added to the Liquidation Preference without any action by the Company's board of directors. Except as required by Delaware law, holders of the Series A Convertible Preferred Stock will have no voting rights except with respect to the approval of any material and adverse amendment to Quinpario's post-closing certificate of incorporation. Quinpario will not be permitted to issue any shares of preferred stock that rank senior to, or pari passu with, such Series A Convertible Preferred Stock without the consent of the holders of such Series A Convertible Preferred Stock.

Each share of Series A Convertible Preferred Stock will be convertible at the holder's option, at any time after the six month anniversary and prior to the third anniversary of the issue date, initially into 1.2226 shares of Quinpario Common Stock. From and after the third anniversary of the issue date, each share of Series A Convertible Preferred Stock will be convertible at the holder's option into shares of Quinpario Common Stock equal to the quotient of the Liquidation Preference divided by the conversion price. Quinpario will have the right, at its option, to cause all outstanding shares of the Series A Convertible Preferred Stock to be automatically converted into shares of Quinpario Common Stock at the then-effective conversion rate on or after such time that the weighted average price of Quinpario Common Stock equals or exceeds \$24.00 for at least five consecutive trading days. In addition, Quinpario will have the option to redeem some or all of the outstanding shares of the Series A Convertible Preferred Stock at the Liquidation Preference as of the date of such redemption on or after the earlier of (i) certain Fundamental Changes and (ii) the fifth anniversary of the issue date.

If Quinpario undergoes certain "Fundamental Changes" (including, among other things, certain change-in-control transactions, asset sales, liquidation events and delisting of Quinpario's securities by a national securities exchange), the Series A Convertible Preferred Stock may, within 15 days following the effective date of such Fundamental Change and at the election of the holder, be converted into Quinpario Common Stock at the applicable conversion rate as of such date (subject to certain adjustments). However, if Quinpario has not delivered a notice of redemption prior to the 5th day after the effective date of such Fundamental Change, then, from and after such 5th day after the effective date until the 15th day following the effective date, the Series A Convertible Preferred Stock may, at the election of the holder, be converted into a number of shares of Quinpario Common Stock equal to the greater of (A) the applicable conversion rate on the effective date of such Fundamental Change and (B) the quotient of (x) the Liquidation Preference, divided by (y) the greater of (1) the applicable holder stock price and (2) \$0.10; provided, that, if such conversion takes place after the fifth anniversary of the issue date, the aggregate number of shares issuable upon such conversion of all shares of Series A Convertible Preferred Stock then outstanding will not exceed the lesser of (i) the difference between (A) the aggregate number of authorized shares at the time minus (B) the sum of the number of shares of Quinpario Common Stock outstanding at such time plus the number of shares of Quinpario Common Stock issuable upon conversion or exchange of debt, warrants or rights which are convertible into or exchangeable for shares of Quinpario Common Stock (other than the shares of Series A Convertible Preferred Stock) and (ii) 85% of the total number of outstanding shares of Quinpario Common Stock.

Debt Financing

In connection with the Business Combination, SourceHOV has entered into a commitment letter pursuant to which certain lenders will provide financing, the net proceeds of which will be used by New SourceHOV LLC to purchase Series A Convertible Preferred Stock and Quinpario Common Stock as part of the PIPE Investment in an amount up to \$57.5 million (the "New SourceHOV Financing"). Pursuant to the New SourceHOV Financing, New SourceHOV LLC will pledge to the lenders 2,875,000 shares of Series A Convertible Preferred Stock and 4,312,500 shares of Quinpario Common Stock acquired by New SourceHOV in the PIPE Investment and the 80,600,000 shares of Quinpario Common Stock acquired by New SourceHOV LLC in the Business Combination. The New SourceHOV Financing is conditioned upon the consummation of the Business Combination concurrently with the closing of the New SourceHOV Financing and other customary conditions. In addition, the borrower under the New SourceHOV Financing will be subject to certain customary affirmative and negative covenants. Each of Quinpario and SourceHOV have agreed to pay certain fees and expenses of the lenders associated with the New SourceHOV Financing and Quinpario has agreed to issue up to 821,429 shares of Quinpario Common Stock to the lenders thereunder.

Additional Information

In connection with the Business Combination, Quinpario intends to file a definitive proxy statement with the SEC. The definitive proxy statement and other relevant documents will be sent or given to the stockholders of the Company and will contain important information about the Business Combination and related matters. **Investors and security holders of Quinpario are advised to read, when available, the definitive proxy statement in connection with Quinpario's solicitation of proxies for its stockholders' meeting to be held to approve the Business Combination because the proxy statement will contain important information about the Business Combination and the parties to the Business Combination. The definitive proxy statement will be mailed to stockholders of Quinpario as of a record date to be established for voting on the Business Combination. Stockholders will also be able to obtain copies of the proxy statement, without charge, once available, at the SEC's website at www.sec.gov or by directing a request to: Quinpario Acquisition Corp. 2, 12935 N. Forty Drive, Suite 201, St. Louis, MO 63141, e-mail: mhzona@quinpario.com.**

Participants in the Solicitation

Quinpario and its directors, executive officers and other members of its management and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of Quinpario stockholders in connection with the Business Combination. **Investors and security holders may obtain more detailed information regarding the names, affiliations**

and interests in Quinpario of directors and officers of Quinpario in the Company's Annual Report on Form 10-K, which was filed with the SEC on March 6, 2017. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to Quinpario's stockholders in connection with the proposed mergers will be set forth in the definitive proxy statement for the Business Combination when available.

Forward Looking Statements

Certain statements made herein are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "may", "should", "would", "plan", "intend", "anticipate", "believe", "estimate", "predict", "potential", "seem", "seek", "continue", "future", "will", "expect", "outlook" or other similar words, phrases or expressions. These forward-looking statements include statements regarding our industry, future events, the Business Combination between the Company, SourceHOV and Novitex, the estimated or anticipated future results and benefits of the combined company following the transaction, including the likelihood and ability of the parties to successfully consummate the Business Combination, future opportunities for the combined company, and other statements that are not historical facts. These statements are based on the current expectations of the Company, SourceHOV and Novitex management and are not predictions of actual performance. These statements are subject to a number of risks and uncertainties regarding the Company's, SourceHOV's and Novitex's respective businesses and the transaction, and actual results may differ materially. These risks and uncertainties include, but are not limited to, changes in the business environment in which SourceHOV and Novitex operate, including inflation and interest rates, and general financial, economic, regulatory and political conditions affecting the industry in which SourceHOV and Novitex operate; changes in taxes, governmental laws, and regulations; competitive product and pricing activity; difficulties of managing growth profitably; the loss of one or more members of the Company, SourceHOV or Novitex management teams; the inability of the parties to successfully or timely consummate the Business Combination, including the risk that the required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the transaction or that the approval of the stockholders of the Company is not obtained; failure to realize the anticipated benefits of the transaction, including as a result of a delay in consummating the transaction or a delay or difficulty in integrating the businesses of the Company, SourceHOV and Novitex; uncertainty as to the long-term value of the Company's common stock; the inability to realize the expected amount and timing of cost savings and operating synergies; those discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2016 under the heading "Risk Factors," as updated from time to time by the Company's Quarterly Reports on Form 10-Q and other documents of the Company on file with the SEC or in the definitive proxy statement that will be filed with the SEC by the Company. There may be additional risks that neither the Company, SourceHOV or Novitex presently know or that the Company, SourceHOV or Novitex currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements provide the Company's, SourceHOV's and Novitex's expectations, plans or forecasts of future events and views as of the date of this communication. The Company, SourceHOV and Novitex anticipate that subsequent events and developments will cause the Company's, SourceHOV's and Novitex's assessments to change. However, while the Company, SourceHOV and Novitex may elect to update these forward-looking statements at some point in the future, the Company, SourceHOV and Novitex specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing the Company's, SourceHOV's and Novitex's assessments as of any date subsequent to the date of this communication.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1*	Modification Agreement, dated as of June 15, 2017.

* Filed herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: June 21, 2017

QUINPARIO ACQUISITION CORP. 2

By: /s/ D. John Srivisal

Name: D. John Srivisal

Title: President and Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Description
10.1*	Modification Agreement, dated as of June 15, 2017.

* Filed herewith.

CONSENT, WAIVER AND AMENDMENT

This CONSENT, WAIVER AND AMENDMENT (this “**Modification Agreement**”), dated as of June 1, 2017, is entered into by and among Quinpario Acquisition Corp. 2, a Delaware corporation (“**Parent**”), Quinpario Merger Sub I, Inc., a Delaware corporation (“**SourceHOV Merger Sub**”), Quinpario Merger Sub II, Inc., a Delaware corporation (“**Novitex Merger Sub**” and, each of the SourceHOV Merger Sub and the Novitex Merger Sub, a “**Merger Sub**”), Novitex Holdings, Inc., a Delaware corporation (“**Novitex**”), SourceHOV Holdings, Inc., a Delaware corporation (“**SourceHOV**” and, together with Novitex, each a “**Company**” and collectively, the “**Companies**”), Novitex Parent, L.P. (“**Novitex Parent**”), Ex-Sigma LLC, a Delaware limited liability company (“**New LLC**”), HOVS LLC and HandsOn Fund 4 I, LLC (collectively, the “**HGM Group**” and together with Parent, SourceHOV Merger Sub, Novitex Merger Sub, Novitex, and SourceHOV, the “**Parties**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Business Combination Agreement (as defined below).

WHEREAS, Parent, SourceHOV Merger Sub, Novitex Merger Sub, Novitex, SourceHOV, Novitex Parent and the HGM Group, have entered into that certain Business Combination Agreement, dated as of February 21, 2017 (the “**Business Combination Agreement**”);

WHEREAS, concurrently herewith, Novitex Parent and SourceHOV have entered into that certain commitment letter, dated the date hereof, attached hereto as *Exhibit F* (the “**Loan Commitment Letter**”), pursuant to which the lenders named therein have committed to provide financing (the “**PIPE Financing**”), the net proceeds of which will be used to purchase shares of Parent Common Stock as part of the PIPE Investment concurrently with the closing of the transactions contemplated by the Business Combination Agreement;

WHEREAS, in connection with the PIPE Financing and immediately prior to the closing of the transactions contemplated by the Business Combination Agreement, SourceHOV contemplates entering into the reorganization transactions set forth on *Exhibit G* hereto (the “**Preliminary Merger**” and together with the PIPE Financing, the “**Preliminary Transactions**”);

WHEREAS, following the Preliminary Merger, New LLC will own all of the outstanding shares of SourceHOV Common Stock and all SourceHOV RSU Awards shall become equivalent awards at New LLC (the “**New LLC RSU Awards**”) and, upon the closing of the SourceHOV Merger under the Business Combination Agreement, New LLC will be issued 80,600,000 shares of Parent Common Stock;

WHEREAS, following the consummation of the transactions contemplated by the Business Combination Agreement, it is intended that the members of New LLC who hold membership interests in New LLC will, upon their receipt of shares of Parent Common Stock as a result of any distribution by New LLC, be entitled to the same rights set forth in the Registration Rights Agreement as if such members were original “**Holders**” thereunder; and

WHEREAS, the Parties desire to amend the Business Combination Agreement and waive certain provisions of the Business Combination Agreement in accordance with Section 10.8 and Section 10.9 of the Business Combination Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Consent, Waiver and Amendment.

(a) Each of the Parties hereby agrees and consents to the Preliminary Transactions and waives any breach or violation by any Party as a result of any action taken by such Party or its Affiliates, on, prior to or after the date hereof, in furtherance of such Preliminary Transactions; provided, that each of Novitex Parent and Parent and their Representatives shall be given the opportunity to review and

comment on any and all agreements, arrangements, certificates or other documents entered into in order to effect the Preliminary Transactions and SourceHOV and the HGM Group will incorporate any such comments reasonably proposed by Novitex Parent and/or Parent. Each of the Parties acknowledges and agrees that (i) New LLC will own all of the outstanding shares of SourceHOV Common Stock immediately prior to the closing of the transactions contemplated by the Business Combination Agreement and, upon consummation of the Preliminary Transactions and the closing of the SourceHOV Merger under the Business Combination Agreement, will receive 80,600,000 shares of Parent Common Stock in consideration of the SourceHOV Merger and (ii) except as expressly amended or modified by this Modification Agreement, all of the representations, warranties, covenants and other agreements set forth in the Business Combination Agreement shall continue in full force and effect.

(b) Each of the Parties and their respective Affiliates shall use all reasonable best efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by the Business Combination Agreement, after giving effect to this Modification Agreement, as promptly as practicable, including to promptly make any necessary filings and submissions required under the HSR Act as a result of the Preliminary Transactions, which filings and submissions shall be subject to Section 7.4 of the Business Combination Agreement. For the avoidance of doubt, the Preliminary Transactions shall be deemed to be “transactions contemplated by the Business Combination Agreement” including for purposes of the closing condition set forth in Section 8.1(a) of the Business Combination Agreement and all documents, agreements and certificates entered into in order to effect the Preliminary Transactions shall be deemed Related Documents.

(c) Within two (2) hours after the execution and delivery of this Modification Agreement, the HGM Group will execute and deliver to Parent, SourceHOV Merger Sub, Novitex Merger Sub, Novitex and Novitex Parent a written consent pursuant to which, among other things, the HGM Group will act by written consent in favor of the adoption of this Modification Agreement and the Business Combination Agreement (as modified by the Modification Agreement), the approval of the Preliminary Transactions and the other transactions contemplated by the Business Combination Agreement thereby waiving any and all rights under the DGCL or otherwise to assert dissenters’ rights or demand appraisal of its shares of SourceHOV Common Stock (as defined herein) in connection with the Preliminary Merger.

(d) Exhibit A of the Business Combination Agreement is amended and restated in the form attached as *Exhibit A* hereto.

(e) Exhibit B of the Business Combination Agreement is amended and restated in the form attached as *Exhibit B* hereto.

(f) Exhibit C of the Business Combination Agreement is amended and restated in the form attached as *Exhibit C* hereto.

(g) Exhibit D of the Business Combination Agreement is amended and restated in the form attached as *Exhibit D* hereto.

(h) The Parties acknowledge and agree that the resolution contemplated by Section 7.18 of the Business Combination Agreement will cover the acquisition by any officer, director or shareholder (by “director by deputization”) of the Companies of (i) any shares of Parent Common Stock issued in the PIPE Investment and (ii) any shares of Parent Common Stock issued in lieu of cash for the payment of fees and expenses contemplated by Section 7.7 of the Business Combination Agreement.

(i) Notwithstanding anything to the contrary in the Business Combination Agreement, including Section 7.24 thereof, the Parties have entered into Subscription Agreements as of the date hereof on terms and conditions mutually agreed upon by the Parties. The Parties further acknowledge and agree

that the Preferred Stock to be issued in connection with the PIPE Investment shall be issued pursuant to the terms set forth in that certain Certificate of Designations, Rights and Limitations of Series A Perpetual Convertible Preferred Stock attached hereto as *Exhibit H*. In addition, in the event of a foreclosure by the lenders providing the PIPE Financing on any shares of Preferred Stock pledged to secure such PIPE Financing, Parent hereby waives the six month limitation on the voluntary conversion of such Preferred Stock such that the lenders may immediately voluntarily convert such shares of Preferred Stock into Parent Common Stock.

Section 2. Specific Amendments. Without limiting Section 1, the following provisions of the Business Combination Agreement are amended as set forth below:

(a) *Section 2.1(c)*. Section 2.1(c) is amended and restated as follows:

(c) *Notwithstanding anything in this Agreement to the contrary, any SourceHOV Common Stock issued and outstanding immediately prior to the Preliminary Merger that is held by any holder who has not voted in favor of the Preliminary Merger or consented thereto in writing and who is entitled to demand and properly demands appraisal of such SourceHOV Common Stock pursuant to Section 262 of the DGCL (“SourceHOV Dissenting Shares”) shall not be converted into the right to receive membership interests in New LLC, unless and until such holder shall have failed to perfect, or shall have effectively withdrawn or lost, such holder’s right to appraisal under the DGCL. The holders of SourceHOV Dissenting Shares shall be entitled to receive payment of the fair value of such SourceHOV Dissenting Shares in accordance with the provisions of Section 262 of the DGCL. The SourceHOV Merger Consideration shall be reduced by a number of shares equal to the product of (i) a fraction, the numerator of which is the number of SourceHOV Dissenting Shares, and the denominator of which is the number of shares of SourceHOV Common Stock outstanding immediately prior to the Preliminary Merger assuming the settlement (in shares of SourceHOV Common Stock) of all SourceHOV RSU Awards outstanding, whether vested or unvested, immediately prior to the Preliminary Merger, and (ii) 80,600,000. If any such holder fails to perfect such appraisal right in accordance with the DGCL or withdraws or otherwise loses any such right to appraisal, each such share of SourceHOV Common Stock shall thereupon be converted into and become exchangeable only for the right to receive from New LLC, as of the later of the time that such right to appraisal has been irrevocably lost, withdrawn or expired, consideration payable in the Preliminary Merger, without any interest thereon, and the SourceHOV Merger Consideration shall be recalculated as if such shares were not SourceHOV Dissenting Shares. At the effective time of the Preliminary Merger, any holder of SourceHOV Dissenting Shares shall cease to have any rights with respect thereto, except the rights provided in Section 262 of the DGCL and as provided in the previous sentence. SourceHOV shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisals or compromise, offer to settle or settle, or otherwise make any binding agreement regarding, any such demands. Except pursuant to Section 2.2(a) or in connection with any prepayment of the PIPE Financing as required pursuant to the collateral coverage requirements thereof, HGM Group shall not permit New LLC to transfer, sell or otherwise dispose of the SourceHOV Dissenting Shares unless and until the holders thereof shall have failed to perfect, or shall have effectively withdrawn or lost, such holder’s right to appraisal under the DGCL and the SourceHOV Merger Consideration shall have been recalculated.*

(b) *Section 2.2*. Section 2.2 (a) through (c) are amended and restated as follows:

(a) *At the SourceHOV Effective Time, Parent shall deliver the SourceHOV Merger Consideration to New LLC without any deduction with respect to SourceHOV Dissenting Shares. If it is subsequently determined that there should have been a reduction in the SourceHOV Merger Consideration as a result of Section 2.1(c), then upon the repayment in full of the PIPE Financing, New LLC shall return the excess shares to Parent.*

(b) *Intentionally omitted.*

(c) *Intentionally omitted.*

(c) *Section 2.3(a)*. Section 2.3(a) is amended and restated as follows:

(a) SourceHOV RSU Awards. Each SourceHOV RSU Award, whether vested or unvested, that is outstanding immediately prior to the Preliminary Merger shall, upon the effectiveness of the Preliminary Merger, automatically and without any action on the part of the holder thereof, be assumed by New LLC and converted into a New LLC RSU Award covering an equal equity interest in New LLC as it previously covered in SourceHOV. Each such equity interest in New LLC shall be subject to the same terms and conditions (including the applicable time-vesting and/or performance-vesting conditions) as applied to the corresponding SourceHOV RSU Award immediately prior to the effectiveness of the Preliminary Merger. Parent shall promptly reimburse New LLC for the cost of administering the New LLC RSU Awards including any tax liability arising out of the New LLC RSU Awards.

(d) *Section 3.2(c)(ii)*. Section 3.2(c)(ii) is amended and restated as follows:

(ii) to New LLC, the aggregate SourceHOV Merger Consideration into which its SourceHOV Common Stock has been converted pursuant to Section 2.1(a)(iii) and any cash in lieu of fractional shares which the holder has the right to receive pursuant to Section 2.2(e) if it has delivered its share certificates duly endorsed for transfer or a stock power in lieu thereof;

(e) *Section 7.5 and 7.6*. Sections 7.5 and 7.6 shall apply mutatis mutandis to the PIPE Financing.

(f) *Section 7.7(c)*. A new Section 7.7(c) is added to the Business Combination Agreement as follows:

(c) In consideration of the purchase of Parent Common Stock with the proceeds of the PIPE Financing, following the Closing, SourceHOV shall reimburse New LLC for any and all reasonable fees, costs and expenses related to the incurrence of the PIPE Financing, and shall provide such reimbursement for all reasonable fees, costs and expenses related to the maintenance of the PIPE Financing, except, in each case, for principal, interest and original issue discount.

(g) *Section 7.16(h)*. The first sentence of Section 7.16(h) is amended and restated as follows:

(h) Notwithstanding any other provision of this Section 7.16, the parties hereto acknowledge that Parent intends to file with the SEC as soon as practicable following the date hereof one or more registration statements to provide for the resale from time to time of (i) an aggregate of 3,016,071 of the Retained Shares, as defined in the Forfeiture Agreement, held by certain Affiliates of Parent and related parties and (ii) an aggregate of 17,500,000 Parent Common Shares issuable upon the exercise of an aggregate of 35,000,000 Parent Warrants to be outstanding at Closing; provided that Parent shall not request effectiveness of such registration statement prior to the Closing.

(h) *Section 7.25*. A new Section 7.25 is added to the Business Combination Agreement as follows:

Upon the repayment in full of the PIPE Financing, New LLC shall promptly distribute all shares of Parent Common Stock held thereby to the holders of membership interests of New LLC (other than any shares held by New LLC in respect of any SourceHOV Dissenting Shares or shares underlying any then unvested New LLC RSU Awards).

(i) *Section 8.1(c)*. Section 8.1(c) is amended and restated as follows:

(c) The SourceHOV Merger and the Novitex Merger. The Preliminary Merger shall have been consummated immediately prior to the SourceHOV Merger and the Novitex Merger. Both the SourceHOV Merger and the Novitex Merger shall have been consummated substantially simultaneously pursuant to the terms of this Agreement and the Related Documents.

(j) *Definition of SourceHOV Merger Consideration.* The definition of the term “SourceHOV Merger Consideration” is amended and restated as follows:

“SourceHOV Merger Consideration” means a number of shares of Parent Common Stock equal to the quotient obtained by dividing 80,600,000 by the number of shares of SourceHOV Common Stock outstanding immediately prior to the SourceHOV Effective Time after giving effect to the Preliminary Merger.

(k) *Definition of HGM Group.* The definition of the term “HGM Group” is amended and restated as follows:

“HGM Group” means HOVS LLC and HandsOn Fund 4 I, LLC and, immediately upon consummation of the Preliminary Merger, New LLC.

Section 3. Full Force and Effect. From and after the date hereof, all references in the Business Combination Agreement to “this Agreement,” “hereof” or words of similar import shall mean the Business Combination Agreement as amended and modified by this Modification Agreement. Except as expressly set forth herein, the Business Combination Agreement shall remain in full force and effect on the terms and conditions set forth therein.

Section 4. Miscellaneous. All terms and provisions contained in Article 10 of the Business Combination Agreement are incorporated herein by reference to the same extent as if expressly set forth herein.

[signature page follows.]

IN WITNESS WHEREOF, the parties have executed and delivered this Consent, Waiver and Amendment as of the day and year first written above.

QUINPARIO ACQUISITION CORP. 2

By: _____
Name:
Title:

QUINPARIO MERGER SUB I, INC.

By: _____
Name:
Title:

QUINPARIO MERGER SUB II, INC.

By: _____
Name:
Title:

NOVITEX HOLDINGS, INC.

By: _____
Name:
Title:

SOURCEHOV HOLDINGS, INC.

By: _____
Name:
Title:

[Signature Page to Consent, Waiver and Amendment]

NOVITEX PARENT, L.P.

By: _____
Name:
Title:

HOVS LLC

By: _____
Name:
Title:

HANDSON FUND 4 I, LLC

By: _____
Name:
Title:

EX-SIGMA, LLC

By: _____
Name:
Title:

[Signature Page to Consent, Waiver and Amendment]

Exhibit A
Nomination Agreement

Exhibit B
Registration Rights Agreement

Exhibit C

Parent Amended and Restated Certificate of Incorporation

Exhibit D

Parent Amended and Restated Bylaws

Exhibit F
Loan Commitment Letter

Exhibit G

Preliminary Merger

- SourceHOV will form New LLC as a new wholly-owned limited liability company.
- New LLC will form a new wholly-owned corporate subsidiary referred to as “*Grandchild Merger Sub.*”
- Grandchild Merger Sub will be merged with and into SourceHOV, resulting in:
 - The stockholders of SourceHOV receiving all of the outstanding membership interests in New LLC;
 - The SourceHOV RSU Awards being converted into New LLC RSU Awards; and
 - SourceHOV becoming a wholly-owned subsidiary of New LLC.

Exhibit H
Certificate of Designations