

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

Exela Technologies, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001

(Title of Class of Securities)

7874U101

(CUSIP Number)

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

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

April 10, 2018

(Date of Event Which Requires Filing of this Statement)

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

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

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

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

1 Name of Reporting Person
Apollo Novitex Holdings, L.P.

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO

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

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
28,647,136 shares of Common Stock

9 Sole Dispositive Power
0

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

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

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

13 Percent of Class Represented by Amount in Row (11)
18.8%

14 Type of Reporting Person
PN

CUSIP No. 7874U101

13D

2

1 Name of Reporting Person
Novitex Parent GP, LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

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13D

3

1 Name of Reporting Person
Apollo Management VII, L.P.

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(b)

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CUSIP No. 7874U101

13D

4

1 Name of Reporting Person
AIF VII Management, LLC

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(b)

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Apollo Management, L.P.

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13D

6

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

2 Check the Appropriate Box if a Member of a Group

(a) 0

(b) 0

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Schedule 13D/A
Amendment No. 2

The information in this Amendment No. 2 to Schedule 13D (this “Second 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 Novitex Parent, L.P. (“Parent”) and the other Reporting Persons therein described on July 24, 2017, relating to the common stock, par value \$0.0001 per share (the “Common Stock”), of Exela Technologies, Inc. (the “Issuer”), as amended by Amendment No. 1 to the Schedule 13D filed by the Reporting Persons on October 10, 2017 (“Amendment No. 1”). As reported in Amendment Number 1, Parent distributed all its shares of Common Stock to its unitholders, including to Apollo Novitex Holdings, L.P. (“Novitex Holdings”), which is a limited partner and unitholder of Parent. Accordingly, Parent is not included as a Reporting Person on this Schedule 13D/A.

Item 5. Interest in Securities of the Issuer

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

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

- (a) See Items 11 and 13 on the cover pages.
- (b) See Items 7 through 10 on the cover pages.
- (c) There have been no reportable transactions with respect to the Common Stock of the Issuer within the last 60 days by the Reporting Persons.
- (d) Not applicable.
- (e) Not applicable.

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

Item 6 of Schedule 13D is supplemented as follows:

Lock-up Agreement

In connection with an underwritten offering by the Issuer, Novitex Holdings agreed to enter into a lock-up agreement (the “Lock-Up Agreement”) with Morgan Stanley & Co. LLC (the “Underwriter”), relating to shares of Common Stock held by Novitex Holdings, other than any shares purchased on July 12, 2017 in the private placement of shares by the Issuer (“Restricted Stock”). Pursuant to the Lock-Up Agreement, Novitex Holdings agreed that for the period beginning on April 10, 2018, and ending on and including 90 days after the date of the final prospectus relating to the underwritten public offering (the “Restricted Period”), except with the prior written consent of the Underwriter, it would not, among other things and subject to certain exceptions, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Restricted Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended) or hereinafter acquired by the undersigned or any other securities so owned or hereinafter acquired convertible into or exercisable or exchangeable for Restricted Stock, (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Restricted Stock or such other securities, in cash or otherwise or (3) enter into any short sales or other hedging transactions with respect to the Restricted Stock; provided however, that the Restricted Period shall immediately cease if Novitex Holdings ceases to hold 5% or more of the equity securities of the Issuer. The foregoing description of the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Lock-Up Agreement, which is filed as Exhibit No. 1 hereto.

Amended Registration Rights Agreement

On April 10, 2018, Novitex Holdings entered into Amendment No. 1 (“Amendment No. 1”) to the Amended & Restated Registration Rights Agreement, dated as of July 12, 2017 (the “Original Agreement”), by and among the Issuer, Parent, Novitex Holdings and the other stockholders named therein. The Original Agreement was filed as Exhibit 5 to the Initial Schedule 13D. Amendment No. 1 revised and restated certain rights and covenants of the parties relating to demand registration, piggy back registration and confidentiality. The foregoing description of Amendment No. 1 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 1, which is filed as Exhibit No. 2 hereto.

Item 7. Material to be Filed as Exhibits

Exhibit 1: Form of Lock-Up Agreement dated April 10, 2018, by and among Novitex Holdings, L.P., Morgan Stanley & Co. LLC.

Exhibit 2: Amendment No. 1 to the Amended & Restated Registration Rights Agreement dated July 12, 2017 (incorporated herein by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 11, 2018 (File No. 001-36788))

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SIGNATURES

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

Dated: April 11, 2018

APOLLO NOVITEX HOLDINGS, L.P.

By: Novitex Parent GP, LLC
its general partner

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

NOVITEX PARENT GP, LLC

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

APOLLO MANAGEMENT VII, L.P.

By: AIF VII Management, LLC
its general partner

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

AIF VII MANAGEMENT, LLC

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

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APOLLO MANAGEMENT, L.P.

By: Apollo Management GP, LLC
its general partner

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

APOLLO MANAGEMENT GP, LLC

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

APOLLO MANAGEMENT HOLDINGS, L.P.

By: Apollo Management Holdings GP, LLC
its general partner

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

APOLLO MANAGEMENT HOLDINGS GP, LLC

By: /s/ Laurie D. Medley
Name: Laurie D. Medley

FORM OF LOCK-UP LETTER

, 20

Morgan Stanley & Co. LLC
 [NAMES OF OTHER CO-MANAGERS]
 c/o Morgan Stanley & Co. LLC
 1585 Broadway
 New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (“**Morgan Stanley**”) proposes to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Exela Technologies, Inc., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the several Underwriters, including Morgan Stanley (the “**Underwriters**”), of [·] shares (the “**Shares**”) of the common stock (\$0.0001 par value per share) of the Company (the “**Common Stock**”). Restricted Stock shall mean Common Stock other than any shares of Common Stock issued to investors on July 12, 2017 in the private placement of shares of Common Stock by the Company.

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus (the “**Restricted Period**”) relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Restricted Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) or hereinafter acquired by the undersigned or any other securities so owned or hereinafter acquired convertible into or exercisable or exchangeable for Restricted Stock, (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Restricted Stock or such other securities, in cash or otherwise or (3) enter into any short sales or other hedging transactions with respect to the Restricted Stock; provided, however, the Restricted Period shall immediately cease if the undersigned ceases to hold 5% or more of the equity securities of the Company. The foregoing sentence shall not apply to (a) transactions relating to shares of Restricted Stock or other securities acquired in open market transactions after the completion of the Public Offering, provided that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Restricted Stock or any security convertible into Restricted Stock as a bona fide gift, (c) transfers of shares of Restricted

1

Stock or any security convertible into Restricted Stock to any trust or entity wholly-owned by one or more trusts for the direct or indirect benefit of (i) the undersigned or its stockholders, partners, members or beneficiaries or (ii) of any individual related to the undersigned or to the stockholders, partners, members or beneficiaries of the undersigned, by blood, marriage or adoption and not more remote than first cousin, (d) if the undersigned is a corporation, limited liability company, partnership or trust, transfers of shares of Restricted Stock or any security convertible into Restricted Stock by the undersigned to any of its wholly-owned subsidiaries, or to affiliates, stockholders, partners, members or beneficiaries of the undersigned, (e) transfers of shares of Restricted Stock or any security convertible into Restricted Stock pursuant to any take-over bid, acquisition, sale or merger involving the Company, *provided* that in the case of any transfer or distribution pursuant to clause (b), (c), (d) or (e), (i) each donee, distributee or transferee shall sign and deliver a lock-up letter substantially in the form of this letter, and (ii) *provided further* that any public announcement or public filing under Section 16(a) of the Exchange Act required to be made during the Restricted Period in connection with such transfer or disposition shall clearly indicate in the footnotes thereto or comments section thereof that such transfer or disposition was made solely pursuant to the circumstances described in the applicable clause, or (f) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Restricted Stock, *provided* that (i) such plan does not provide for the transfer of Restricted Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Restricted Stock may be made under such plan during the Restricted Period. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any shares of Restricted Stock or any security convertible into or exercisable or exchangeable for Restricted Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the undersigned’s shares of Restricted Stock except in compliance with the foregoing restrictions.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned’s heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

 (Name)

 (Address)

