Albert J. Kim
Vice President
Associate General Counsel

November 6, 2017

By Email and UPS
Brent J. Fields
Secretary
U.S. Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

Re: Release No. 34-81435;[1] In the Matter of the Chicago Stock Exchange, Inc. ("Exchange" or "CHX") - For an Order Granting the Approval of Proposed Rule Change Regarding the Acquisition of CHX Holdings, Inc. ("CHX Holdings") by North America Casin Holdings, Inc. ("NACH") (File No. SR-CHX-2016-20)

Dear Mr. Fields:

The Exchange respectfully submits this letter and attachment regarding SR-CHX-2016-20. The original proposed rule change ("Initial Filing") was filed on December 2, 2016[2] and modified by Partial Amendment No. 1 on August 7, 2017.[3] On August 9, 2017, the U.S. Securities and Exchange Commission ("Commission" or "SEC"), by the Division of Trading and Markets, pursuant to delegated authority, approved the Initial Filing, as modified by Partial Amendment No. 1.[4] On the same day, the Commission stayed the Approval Order and instituted a review of the delegated action.[5] On August 18, 2017, the Commission issued an order scheduling filing of statements on its review of the delegated action.[6]

The Exchange is submitting this comment letter to facilitate notice of Partial Amendment No. 2 (herein attached) to the public.[7]

* * *

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1 See Exchange Act Release No. 81435 (August 18, 2017), 82 FR 40187 (August 24, 2017) ("Stay Order").

2 See Securities Exchange Act Release No. 79474 (December 6, 2016), 81 FR 89543 (December 12, 2016) (SR-CHX-2016-20) ("Notice").

3 See Exchange Act Release No. 81366 (August 9, 2017), 82 FR 38734 (August 15, 2017) ("Approval Order")

4 See generally Approval Order, id.

5 See Letter to Albert J. Kim, Vice President and Associate General Counsel, CHX, from Brent J. Fields, Secretary, Commission (August 9, 2017).

6 See generally Stay Order, supra note 1.

7 All comment letters may be found at https://www.sec.gov/comments/sr-chx-2016-20/chx201620.shtml.

Sincerely,

Albert J. Kim

cc: Chairman Jay Clayton

Commissioner Michael S. Piwowar

Commissioner Kara M. Stein

OMB APPROVAL	
OMB Number:	3235-0045
Estimated average burden hours per response	38

Required fields are shown with yellow backgrounds and asterisks.

Page 1 of * 80

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
Form 19b-4

File No.* SR - 2016 - * 20

Amendment No. (req. for Amendments *) 2

Filing by Chicago Stock Exchange

Pursuant to Rule 19b-4 under the Securities Exchange Act of 1934

Initial *	Amendment *	Withdrawal	Section 19(b)(2) *	Section 19(b)(3)(A) *	Section 19(b)(3)(B) *
☐	☑	☐	☑	☐	☐

Pilot	Extension of Time Period for Commission Action *	Date Expires *
☐	☐	

Rule

☐ 19b-4(f)(1) ☐ 19b-4(f)(4)
☐ 19b-4(f)(2) ☐ 19b-4(f)(5)
☐ 19b-4(f)(3) ☐ 19b-4(f)(6)

Notice of proposed change pursuant to the Payment, Clearing, and Settlement Act of 2010

Section 806(e)(1) * ☐ Section 806(e)(2) * ☐

Security-Based Swap Submission pursuant to the Securities Exchange Act of 1934

Section 3C(b)(2) * ☐

Exhibit 2 Sent As Paper Document ☐ Exhibit 2 Sent As Paper Document ☐

Description

Provide a brief description of the action (limit 250 characters, required when Initial is checked *).

Contact Information

Provide the name, telephone number, and e-mail address of the person on the staff of the self-regulatory organization prepared to respond to questions and comments on the action.

First Name * Albert Last Name * Kim

Title * VP and Associate General Counsel

E-mail * [redacted]

Telephone * [redacted] Fax [redacted]

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934,

has duly caused this filing to be signed on its behalf by the undersigned thereunto duly authorized.

Date 11/06/2017

By Albert J. Kim
(Name *)

(Title *)
VP and Associate General Counsel

[redacted]

NOTE: Clicking the button at right will digitally sign and lock this form. A digital signature is as legally binding as a physical signature, and once signed, this form cannot be changed.

Required fields are shown with yellow backgrounds and asterisks.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

For complete Form 19b-4 instructions please refer to the EFFS website.

Form 19b-4 Information *

Add Remove View

The self-regulatory organization must provide all required information, presented in a clear and comprehensible manner, to enable the public to provide meaningful comment on the proposal and for the Commission to determine whether the proposal is consistent with the Act and applicable rules and regulations under the Act.

Exhibit 1 - Notice of Proposed Rule Change *

Add Remove View

The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO] -xx-xx). A material failure to comply with these guidelines will result in the proposed rule change being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 1A- Notice of Proposed Rule Change, Security-Based Swap Submission, or Advance Notice by Clearing Agencies *

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The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO] -xx-xx). A material failure to comply with these guidelines will result in the proposed rule change, security-based swap submission, or advance notice being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 2 - Notices, Written Comments, Transcripts, Other Communications

Add Remove View

Exhibit Sent As Paper Document ☐

Copies of notices, written comments, transcripts, other communications. If such documents cannot be filed electronically in accordance with Instruction F, they shall be filed in accordance with Instruction G.

Exhibit 3 - Form, Report, or Questionnaire

Add Remove View

Exhibit Sent As Paper Document ☐

Copies of any form, report, or questionnaire that the self-regulatory organization proposes to use to help implement or operate the proposed rule change, or that is referred to by the proposed rule change.

Exhibit 4 - Marked Copies

Add Remove View

The full text shall be marked, in any convenient manner, to indicate additions to and deletions from the immediately preceding filing. The purpose of Exhibit 4 is to permit the staff to identify immediately the changes made from the text of the rule with which it has been working.

Exhibit 5 - Proposed Rule Text

Add Remove View

The self-regulatory organization may choose to attach as Exhibit 5 proposed changes to rule text in place of providing it in Item I and which may otherwise be more easily readable if provided separately from Form 19b-4. Exhibit 5 shall be considered part of the proposed rule change.

Partial Amendment

Add Remove View

If the self-regulatory organization is amending only part of the text of a lengthy proposed rule change, it may, with the Commission's permission, file only those portions of the text of the proposed rule change in which changes are being made if the filing (i.e. partial amendment) is clearly understandable on its face. Such partial amendment shall be clearly identified and marked to show deletions and additions.

The Chicago Stock Exchange, Inc. ("CHX" or the "Exchange") is filing this Partial Amendment no. 2 to SR-CHX-2016-20, a proposed rule change related to a proposed transaction ("Proposed Transaction") involving, among others, the Exchange's direct parent company, CHX Holdings, Inc. ("CHX Holdings"), and North America Casin Holdings, Inc. ("NA Casin Holdings"), which was originally filed on December 2, 2016 ("Initial Filing") and modified by Partial Amendment No. 1 on August 7, 2017. The proposed rule change was published for comment in the Federal Register on December 12, 2016.[1] The U.S. Securities and Exchange Commission ("SEC" or "Commission") then received seven comment letters, [2] including two response letters from the Exchange.[3] On January 12, 2017, the Commission instituted proceedings to determine whether to approve or disapprove the proposed rule change,[4] pursuant to Section 19(b)(2) of the Securities Exchange Act of 1934 ("Exchange Act").[5] On June 6, 2017, the Commission designated a longer period for Commission action on the proceedings,[6] pursuant to

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1 See Securities Exchange Act Release No. 79474 (December 6, 2016), 81 FR 89543 (December 12, 2016) (SR-CHX-2016-20) ("Notice").

2 All comment letters on the Initial Filing may be found at https://www.sec.gov/comments/sr-chx-2016-20/chx201620.shtml.

3 See Letter to Brent J. Fields, Secretary, Commission, from John K. Kerin, President and CEO, CHX (January 5, 2017) ("First CHX Letter"); see also Letter to Brent J. Fields, Secretary, Commission, from Albert J. Kim, Vice President and Associate General Counsel, CHX (January 6, 2017) ("Second CHX Letter").

4 See Securities Exchange Act Release No. 79781 (January 12, 2017), 82 FR 6669 (January 19, 2017).

5 15 U.S.C. 78s(b)(2).

6 See Securities Exchange Act Release No. 80864 (June 6, 2017), 82 FR 26966 (June 12, 2017).

Section 19(b)(2) of the Exchange Act.[7] During the proceedings, the Commission received 25 comment letters,[8] including two response letters from the Exchange.[9] On August 7, 2017, the Exchange filed Partial Amendment No. 1 to the Initial Filing.[10] On August 9, 2017, the Commission approved, pursuant to delegated authority by Commision staff, the Initial Filing, as modified by Partial Amendment No. 1.[11] On the same day, the Commission stayed the Approval Order and instituted a review of the delegated action.[12] On August 18, 2017, the Commission issued an order scheduling filing of statements on its review of the delegated action.[13] After the Commission stayed the Approval Order, the Commission received 43 comment letters,[14] including two response letters from the Exchange.[15]

The Exchange now submits this Partial Amendment No. 2 to amend the Initial Filing, as modified by Partial Amendment No. 1, as described below.

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7 15 U.S.C. 78s(b)(2).

8 See supra note 2.

9 See Letter to Brent J. Fields, Secretary, Commission, from John K. Kerin, President and CEO, CHX (March 6, 2017) ("Third CHX Letter"); see also Letter to Brent J. Fields, Secretary, Commission, from Albert J. Kim, Vice President and Associate General Counsel, CHX (August 8, 2017) ("Fourth CHX Letter").

10 See Exchange Act Release No. 81366 (August 9, 2017), 82 FR 38734 (August 15, 2017) ("Approval Order"); see also generally Fourth CHX Letter, supra note 9.

11 See generally Approval Order, supra note 10.

12 See Letter to Albert J. Kim, Vice President and Associate General Counsel, CHX, from Brent J. Fields, Secretary, Commission (August 9, 2017).

13 See Exchange Act Release No. 81435 (August 18, 2017), 82 FR 40187 (August 24, 2017).

14 See supra note 2.

15 See Letter to Brent J. Fields, Secretary, Commission, from John K. Kerin, President and CEO, CHX (August 25, 2017) ("Fifth CHX Letter"); see also Letter to Brent J. Fields, Secretary, Commission, from James G. Ongena, Executive Vice President and General Counsel, CHX (October 1, 2017) ("Sixth CHX Letter").

Updated NACH Capitalization Table

In the Initial Filing,[16] as modified by Partial Amendment No. 1,[17] the Exchange stated that upon the Closing[18] of the Proposed Transaction, CHX Holdings will become a wholly-owned direct subsidiary of NA Casin Holdings, which will, in turn, be owned by the following Indirect Upstream Owners in the following percentages:

- Non-U.S. Indirect Upstream Owners:
  - NA Casin Group, a corporation wholly-owned by Chongqing Casin – 20%
  - Chongqing Jintian Industrial Co., Ltd. ("Chongqing Jintian") – 15%
  - Chongqing Longshang Decoration Co., Ltd. ("Chongqing Longshang") – 14.50%
- U.S. Indirect Upstream Owners:
  - Castle YAC Enterprises, LLC ("Castle YAC") – 19%
  - Raptor Holdco LLC ("Raptor") – 11.75%
  - Saliba Ventures Holdings, LLC ("Saliba") – 11.75%
  - Xian Tong Enterprises, Inc. ("Xian Tong") – 6.94%
  - Equity Incentive Shares to five members of the CHX Holdings management team – 0.88%
  - Penserra Securities, LLC ('Penserra') – 0.18%.

Furthermore, the Exchange also stated the following:[19]

- The only Related Persons[20] among the Indirect Upstream Owners are Castle YAC and NA Casin Group.

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16 See Notice, supra note 1, at 89544-89545.

17 See Approval Order, supra note 10, at n. 10.

18 Unless otherwise specified, capitalized terms used in this rule filing are defined as set forth herein, the Initial Filing or Partial Amendment No. 1.

19 See Notice, supra note 1, at 89545.

- There are no other Related Persons among the Indirect Upstream Owners.
- None of the Indirect Upstream Owners directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a governmental entity or any political subdivision thereof.

Since the Approval Order was stayed on August 9, 2017, three of the prospective Indirect Upstream Owners (i.e., Chongqing Jintian, Chongqing Longshang and Xian Tong) have withdrawn from the NACH investor group. Consequently, NA Casin Holdings reorganized the NACH capitalization table to reallocate the shares formerly attributed to Chongqing Jintian, Chongqing Longshang and Xian Tong among the remaining Indirect Upstream Owners. As such, upon the Closing, all of the outstanding and issued shares of NA Casin Holdings will be held by the following Indirect Upstream Owners (by Related Persons) in the following percentages:

Indirect Upstream Owners	**NA Casin Holdings Ownership Percentages**
NA Casin Group (29%) and Castle YAC (11%)	40%
Raptor	25%
Saliba	24.5%
Five Members of the CHX Holdings management[21]	8.32%
Penserra	2.18%

The Exchange submits that the modified NACH capitalization table complies with the proposed Ownership and Voting Limitation.[22] Specifically, no Indirect Upstream

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[20] Mr. Jay Lu, the sole member of Castle YAC, is associated with an affiliate of Chongqing Casin and is also the son of Mr. Shengju Lu, the Chairman of Chongqing Casin.

[21] Prior to the Closing, the five members of the CHX Holdings management will enter into a voting agreement which will require that, among other things, the five members vote as a block, thereby rendering the members Related Persons.

Owner and its Related Persons will exceed the proposed 40% Concentration Limitation. Moreover, no Indirect Upstream Owner and its Related Persons will be permitted to vote in excess of the proposed 20% Voting Limitation.

The Exchange notes that the modified NACH capitalization table provides that 71% of the voting shares of NA Casin Holdings will be owned by U.S. citizens and, due to the proposed Voting Limitations,[23] no less than 80% of the voting power of NA Casin Holdings will be held by U.S. citizens. In addition, none of the Indirect Upstream Owners directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a governmental entity or any political subdivision thereof.

Attached to the Partial Amendment No. 1 were Investor Certificates and Investor Statements for all of the then current Indirect Upstream Owners.[24] In the event the Commission were to lift the stay of the Approval Order or otherwise permit the Closing of the Proposed Transaction, the Exchange will provide the Commission, prior to the Closing of the Proposed Transaction, updated Investor Certificates and Investor Statements that will reflect changes to the proposed NACH investor group described herein.

Other Amendments

This Partial Amendment No. 2 also effects the following changes:

- Amends the proposed NA Casin Certificate to:
  - require a super-majority vote requirement for certain corporate actions, as described under Article IX;

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22 See Notice, supra note 1, at 89552-89554.

23 See id.

24 See generally Fourth CHX Letter, supra note 9.

- reflect a recent name change of the registered agent from "National Corporate Research" to "Cogency Global, Inc." under Article II; and

- modify the term expiration years of the three classes of directors under Section (6) of Article V given that the next annual meeting of the stockholders will be held in 2018.

- Amends the Raptor and Saliba Put Agreements to reflect the increased ownership levels for Raptor and Saliba described above and other changes that would not render the parties to the agreements Related Persons.[25]

- Provide a new put agreement for Penserra (new Exhibit 5L), which is substantively similar to the Raptor and Saliba Put Agreements.

- Other non-substantive amendments.

As such, the Exchange amends the Initial Filing, as modified by Partial Amendment No. 1, as follows:

1. **Amend pages 3 through 5 of the Initial Filing (pages 64 and 65 of the Exhibit 1):**

Replace the second paragraph on page 3 that carries over to pages 4 and 5 (second paragraph on page 64 that carries over to page 65 of the Exhibit 1) with the following text, while retaining footnotes 5 through 9:

> The text of the proposed Third Amended and Restated Certificate of Incorporation of CHX Holdings ("CHX Holdings Certificate") is attached as Exhibit 5A.[5] The text of the proposed amended Bylaws of CHX Holdings ("CHX Holdings Bylaws")[6] is attached as Exhibit 5B.[7] The text of the proposed Amended and Restated Certificate of Incorporation for CHX ("CHX Certificate") is attached as Exhibit 5C.[8] The text of the proposed amended Bylaws of the CHX ("CHX Bylaws") is attached as Exhibit 5D.[9] The text of the proposed amendments to the Rules of the CHX ("CHX Rules") is attached as Exhibit 5E. The text of the proposed Amended and Restated Certificate of Incorporation of NA Casin Holdings ("NA Casin Holdings Certificate") is attached as Exhibit 5F. The text of the proposed Amended and Restated Bylaws of NA Casin Holdings ("NA Casin Holdings Bylaws") is attached as Exhibit 5G. The text of a resolution of the Board of Directors of CHX Holdings dated November 22, 2016 to waive certain ownership and voting limitations to permit the Transaction

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25 See Notice, supra note 1, at 89545.

("Resolutions") is attached as Exhibit 5H. The text of the Stockholders' Agreement of NA Casin Holdings ("NACH Stockholders' Agreement") is herein attached as Exhibit 5I. The text of the Second Amended and Restated Put Agreement by and among North America Casin Group, Inc. ("NA Casin Group"), NA Casin Holdings, and Saliba Ventures Holdings, LLC ("Saliba") ("Saliba Put Agreement") is herein attached as Exhibit 5J. The text of the Second Amended and Restated Put Agreement by and among NA Casin Group, NA Casin Holdings, and Raptor Holdco LLC ("Raptor") ("Raptor Put Agreement") is herein attached as Exhibit 5K. The text of the Put Agreement by and among NA Casin Group, NA Casin Holdings, and Penserra Securities, LLC ("Penserra") ("Penserra Put Agreement") is herein attached as Exhibit 5L.

2. Amend page 7 of the Initial Filing (pages 67 and 68 of the Exhibit 1):

Replace the first sentence of the first paragraph on page 7 (first sentence of the third full paragraph on page 67 that carries over to page 68 of the Exhibit 1) with the following text, while retaining footnote 13:

> Pursuant to the terms of a Merger Agreement dated February 4, 2016, as amended on February 3, 2017 and August 29, 2017 ("Merger Agreement"), by and among NA Casin Holdings, Merger Sub, Chongqing Casin Enterprise Group Co., LTD. ("Chongqing Casin"), a limited company organized under the laws of the People's Republic of China ("PRC"), Richard G. Pane solely in his capacity as the Stockholders Representative thereunder, and CHX Holdings, Merger Sub will merge into CHX Holdings,[13] which will then become a wholly-owned direct subsidiary of NA Casin Holdings.

3. Amend pages 8 through 10 of the Initial Filing (pages 69 through 71 of the Exhibit 1):

Replace all text starting with the first bullet on page 8 through the first paragraph on page 10 (first bullet on page 69 through the first paragraph that begins on page 70 that carries over the page 71 of the Exhibit 1) with the following text, while retaining footnotes 16 through 20:

- Non-U.S. Indirect Upstream Owners:
  - NA Casin Group, a corporation incorporated under the laws of the State of Delaware and wholly-owned by Chongqing Casin – 29%

- U.S. Indirect Upstream Owners:

- Raptor, a limited liability company organized under the laws of the State of Delaware – 25%

- Saliba, a limited liability company organized under the laws of the State of Illinois – 24.5%

- Castle YAC Enterprises, LLC ("Castle YAC"), a limited liability company organized under the laws of the State of New York, the sole member of which is Mr. Jay Lu, a U.S. citizen and Vice President of NA Casin Group – 11%

- Five members of the CHX Holdings management ("CHX Holdings Management"), all U.S. citizens – collectively 8.32%, with no one person attributed more than 5%

- Penserra, a corporation incorporated under the laws of the State of Illinois – 2.18%

The Exchange submits the following regarding the Indirect Upstream Owners:[16]

- The only Related Persons[17] among the Indirect Upstream Owners are as follows:
  - Castle YAC and NA Casin Group.[18]
  - The five members of CHX Holdings Management due to a voting agreement requiring the members to vote as a block, which will be executed prior to the Closing.

- There are no other Related Persons among the Indirect Upstream Owners.

- None of the Indirect Upstream Owners directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a governmental entity or any political subdivision thereof.

As Related Persons, NA Casin Group and Castle YAC would own a combined 40% voting interest in NA Casin Holdings, which is within the proposed 40% Concentration Limitation of NA Casin Holdings and CHX Holdings described below.[19] Also, the CHX Holdings Management would own a combined 8.32% voting interest in NA Casin Holdings, which is within the proposed Concentration Limitations described below. However, NA Casin Group and Castle YAC will not be permitted to exercise their collective voting interest in excess of the proposed 20% Voting Limitations of NA Casin Holdings and CHX Holdings described below.[20] Also, for so long as the voting agreement among the members of the CHX Management Team is in effect, the CHX Holdings Management would be considered Related Persons and would not be permitted to exercise their collective voting interest in excess of the proposed 20% Voting Limitations.

4. Amend pages 11 and 12 of the Initial Filing (pages 72 and 73 of the Exhibit 1):

Replace the first paragraph that begins on page 11 that carries over to page 12 (the first paragraph that begins on page 72 that carries over to page 73 of the Exhibit 1) with the following text, while retaining footnotes 24 and 25:

> The Exchange further notes that execution of the Saliba Put Agreement, the Raptor Put Agreement or the Penserra Put Agreement would not result in any Indirect Upstream Owners becoming Related Persons for the purposes of compliance with the proposed Ownership and Voting Limitations. Specifically, the Saliba Put Agreement grants Saliba a put option ("Saliba Put Option") that, if exercised by Saliba, would compel NA Casin Holdings (and not another Indirect Upstream Owner) to purchase, or arrange for an unspecified third-party to purchase, a specified amount of Saliba's equity interest in NA Casin Holdings. Similarly, the Raptor Put Agreement grants Raptor a put option ("Raptor Put Option") that, if exercised by Raptor, would compel NA Casin Holdings (and not another Indirect Upstream Owner) to purchase, or arrange for an unspecified third-party to purchase, a specified amount of Raptor's equity interest in NA Casin Holdings. Also, the Penserra Put Agreement grants Penserra a put option ("Penserra Put Option") that, if exercised by Penserra, would compel NA Casin Holdings (and not another Indirect Upstream Owner) to purchase, or arrange for an unspecified third-party to purchase, a specified amount of Penserra's equity interest in NA Casin Holdings. Accordingly, the Exchange submits that execution of the Saliba Put Agreement, the Raptor Put Agreement or the Penserra Put Agreement would not result in the parties to each of the agreements becoming Related Persons for the purposes of compliance with the proposed Ownership and Voting Limitations.[24] The Exchange also notes that the exercise of the put options under the Saliba Put Agreement, the Raptor Put Agreement or the Penserra Put Agreement would be subject to, among other things, compliance with the proposed Ownership and Voting Limitations.[25]
>
> Also, replace all text under footnote 25 on page 12 (page 73 of the Exhibit 1) with the following:
>
> See Section 3(c) of the Saliba Put Agreement; see also Section 3(c) of the Raptor Put Agreement.; see also Section 3(c) of the Penserra Put Agreement.

5. Amend page 24 of the Initial Filing (page 86 of the Exhibit 1):

Within the first paragraph following the bullet, in the sentence immediately following footnote 74 (first sentence on page 86 of the Exhibit 1), replace the number "13" with the number "10."

6. Amend page 31 of the Initial Filing (page 92 of the Exhibit 1):

Within the first full sentence (second sentence within the first paragraph beginning on page 92 of the Exhibit 1), replace the number "13" with the number "10."

7. Amend page 45 of the Initial Filing (page 107 of the Exhibit 1):

Under footnote 102, replace reference to "NA Casin Bylaws" with "NA Casin Holdings Bylaws."

8. Amend page 52 of the Initial Filing (page 114 of the Exhibit 1):

Immediate above the subtitle "Statutory Basis," insert the following new text:

Super-Majority Vote Requirement

Sections (2) – (3) of Article VIII of the proposed NA Casin Holdings Certificate provides for a super-majority vote requirement for certain corporate actions. Specifically, Section (2) provides that in addition to any affirmative vote required by applicable law or this Certificate of Incorporation: (a) any merger or consolidation of the Corporation or any Subsidiary with any or any other corporation or other entity; (b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any other corporation or other entity, of all or substantially all of the assets of the Corporation or any Subsidiary; (c) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the Corporation or any Subsidiary that would result in: (i) any an individual, corporation, partnership, joint venture, limited liability company, governmental or regulatory body, unincorporated organization, trust, association or other entity (each a "Person") owning a majority of the shares of Common Stock of the Corporation, or (ii) any Person other than a Subsidiary or the Corporation, owning a majority of the shares of voting stock of any Subsidiary; (d) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation that is not the result of a transaction contemplated by Sections 2(a), 2(b) or 2(c) of this Article VIII; (e) any reclassification of securities (including any reverse stock split), recapitalization of the Corporation or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction which has the effect, directly or indirectly, of increasing the proportionate share of the

> outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which are directly or indirectly owned by any Person with the result that such Person becomes the holder of a majority of the shares of Common Stock of the Corporation; or (f) any agreement, contract or other arrangement providing for any one or more of the actions specified in the foregoing (a) to (e); shall require, except as otherwise prohibited by applicable law, the affirmative vote of the holders of at least 85% of the then outstanding voting shares entitled to be cast on such matter. Moreover, such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be permitted, by applicable law. Section (3) provides that as used in this Article VIII, "Subsidiary" means any corporation or other Person of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by the Corporation.
>
> The proposed super-majority vote requirement is designed to ensure that any significant change to the assets or ownership of NA Casin Holdings or subsidiaries, including the Exchange, be agreed upon by a super-majority of the Indirect Upstream Owners. As a result, this will serve to protect the investments of the Indirect Upstream Owners, as well as to ensure that the Exchange's ownership and assets remain reliable and stable, which further enables the Exchange to meet its self-regulatory obligations. The Exchange notes that the super-majority vote requirement would apply to all NACH stockholders equally and, as such, no one stockholder's voting power would be enhanced or diminished relative to the other stockholders by the requirement

9. Amend page 53 of the Initial Filing (page 116 of the Exhibit 1):

Replace the last sentence within the first full paragraph (first full sentence on page 116 of the Exhibit 1) with the following text, while retaining footnote 108:

> Specifically, the Exchange submits that the CHX Rules, the relevant governing documents of CHX and its upstream affiliates, CHX Holdings and NA Casin Holdings, the NACH Stockholders' Agreement, the Saliba Put Agreement, the Raptor Put Agreement and the Penserra Put Agreement, as proposed to be adopted or amended, to permit the Transaction, are consistent with Section 6(b) of the Act,[108] in general and 6(b)(5), in particular.

10. Amend page 55 of the Initial Filing (page 118 of the Exhibit 1):

Immediately after the first full paragraph (immediately after the first paragraph on page 118 that carries over from page 117 of the Exhibit 1), insert the following text:

Moreover, the proposed super-majority vote requirement under Section (2) of Article IX of the proposed NA Casin Holdings Certificate is designed to ensure that any significant change to the assets or ownership of NA Casin Holdings or subsidiaries, including the Exchange, be agreed upon by a super-majority of the Indirect Upstream Owners. This will serve to ensure that the Exchange's ownership and assets remain reliable and stable, which further enables the Exchange to meet its self-regulatory obligations under Section 6 of the Act.

11. Amend page 57 of the Initial Filing (page 120 of the Exhibit 1):

Replace the first sentence of the first paragraph that begins on page 57 (the first sentence of the first full paragraph on page 120 of the Exhibit 1) with the following text:

In addition, the proposed NACH Stockholders' Agreement, Saliba Put Agreement, Raptor Put Agreement and Penserra Put Agreement includes provisions that provide reasonable financial protections to the Indirect Upstream Owners so as to facilitate consummation of the Transaction without violating the proposed Ownership and Voting Limitations.

12. Amend page 62 of the Initial Filing:

Immediately below the text "Exhibit 5K: Text of Proposed Raptor Put Agreement," insert the following:

Exhibit 5L: Text of Proposed Penserra Put Agreement

* * *

Exhibit 4F

Text that has been added to the Partial Amendment No. 1 filed on August 7, 2017 is double underlined; text that has been deleted has been identified with ~~strike-through formatting~~.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

NORTH AMERICA CASIN HOLDINGS, INC.

The name of the corporation is North America Casin Holdings, Inc. (the "Corporation"). The Corporation was originally incorporated on January 4, 2016 and the original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on the same date. Pursuant to, and being duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation hereby amends and restates the original Certificate of Incorporation in their entirety, and reads in its entirety as follows:

ARTICLE I

Name

The name of the corporation is North America Casin Holdings, Inc. (the "Corporation").

ARTICLE II

Registered Office and Registered Agent

The address of the registered office of the Corporation in the State of Delaware is c/o ~~National Corporate Research, Ltd.~~Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904, County of Kent. The name of the registered agent of the Corporation at such address is ~~National Corporate Research, Ltd.~~Cogency Global, Inc.

ARTICLE III

Corporate Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

ARTICLE IV

Capital Stock; Voting

(1) The total number of shares of all classes of stock that the Corporation shall have authority to issue is 100,000, all of which shall be shares of Common Stock, par value $0.01 per share (the "Common Stock").

(2) Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote. Any action required or which may be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote if the holders of outstanding stock, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, have consented thereto by signed writing and/or by electronic transmission. Prompt notice of taking corporate action by stockholders without a meeting by less than unanimous consent in writing or by electronic transmission shall be given to those stockholders who have not consented in writing or by electronic transmission.

ARTICLE V

Board of Directors

(1) Elections of directors of the Corporation need not be by written ballot, except and to the extent provided in the bylaws of the Corporation.

(2) To the fullest extent permitted by the General Corporation Law as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(3) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the "Board"). In addition to the powers and authority expressly conferred upon them by statute or by this Certificate or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

(4) The directors shall hold office until their successors are elected and qualified, and prior to the election of directors described in paragraph (5) below, any director may be removed with or without cause at any time by a vote of the recordholders of a majority of the Shares then entitled to vote, or by written consent of the recordholders of a majority of the Shares entitled to vote at a meeting of the stockholders.

(5) Within 30 days after the consummation of the merger contemplated by the Agreement and Plan of Merger dated as of February 4, 2016 among CHX Holdings, Inc., the Corporation and Exchange Acquisition Corp. (the "Merger Agreement") the Corporation shall convene a special meeting of its stockholders for the purpose of electing a new Board of Directors. From and after such special meeting, the Board shall be and is divided into three classes, as nearly equal in number as possible, designated: Class I, Class II and Class III. In case of any increase or decrease, from time to time, in the number of directors, the number of directors in each class shall be apportioned as nearly equal as possible. No decrease in the number of directors shall shorten the term of any incumbent director.

(6) Each director shall serve for a term ending on the date of the third annual meeting following the meeting at which such director was elected; provided, that each director initially appointed to Class I shall serve for an initial term expiring at the corporation's annual meeting of stockholders held in ~~2017~~2018; each director initially appointed to Class II shall serve for an initial term expiring at the corporation's annual meeting of stockholders held in ~~2018~~2019; and each director initially appointed to Class III shall serve for an initial term expiring at the corporation's annual meeting of stockholders held in ~~2019~~2020; provided further, that the term of each director shall continue until the election and qualification of a successor and be subject to such director's earlier death, resignation or removal.

ARTICLE VI

Indemnification of Directors, Officers and Others

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(2) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(3) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (1) and (2) of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(4) Any indemnification under Sections (1) and (2) of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer, is proper in the circumstances because the person has met the applicable standard of conduct set forth in such Sections (1) and (2). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation authorized in this Article VI. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(5) The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article VI shall not be deemed exclusive of

any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(6) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the General Corporation Law.

(7) For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(8) For purposes of this Article VI, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director or officer Corporation which imposes duties on, or involves service by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VI. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Bylaws

The directors of the Corporation shall have the power to adopt, amend or repeal bylaws.

ARTICLE VIII

Section 203; Higher Vote Required for Business Combinations

(1) The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law.

(2) In addition to any affirmative vote required by applicable law or this Certificate of Incorporation:

(a) any merger or consolidation of the Corporation or any Subsidiary with any or any other corporation or other entity;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any other corporation or other entity, of all or substantially all of the assets of the Corporation or any Subsidiary;

(c) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the Corporation or any Subsidiary that would result in: (i) any an individual, corporation, partnership, joint venture, limited liability company, governmental or regulatory body, unincorporated organization, trust, association or other entity (each a "Person") owning a majority of the shares of Common Stock of the Corporation, or (ii) any Person other than a Subsidiary or the Corporation, owning a majority of the shares of voting stock of any Subsidiary;

(d) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation that is not the result of a transaction contemplated by Sections 2(a), 2(b) or 2(c) of this Article VIII;

(e) any reclassification of securities (including any reverse stock split), recapitalization of the Corporation or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which are directly or indirectly owned by any Person with the result that such Person becomes the holder of a majority of the shares of Common Stock of the Corporation; or

(f) any agreement, contract or other arrangement providing for any one or more of the actions specified in the foregoing (a) to (e);

shall require, except as otherwise prohibited by applicable law, the affirmative vote of the holders of at least 85% of the then outstanding voting shares entitled to be cast on such

matter. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be permitted, by applicable law.

(3) As used in this Article VIII, "Subsidiary" means any corporation or other Person of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by the Corporation.

ARTICLE IX

Chicago Stock Exchange, Inc.

(1) Reserved

(2) The Corporation and its officers, directors, employees and agents, by virtue of their acceptance of such position, shall comply with the federal securities laws and rules and regulations thereunder and shall: (a) cooperate (i) with the United States Securities and Exchange Commission (the "**Commission**"), and (ii) with the Chicago Stock Exchange, Inc. a Delaware corporation and an indirect wholly-owned subsidiary of the Corporation ("**CHX**"), pursuant to, and to the extent of, CHX's regulatory authority; and (b) take reasonable steps necessary to cause its agents to cooperate (i) with the Commission, and (ii) with CHX pursuant to, and to the extent of, CHX's regulatory authority with respect to such agents' activities related to CHX.

(3) For so long as the Corporation shall control CHX, the Corporation and its Board of Directors, officers, employees and agents shall give due regard to the preservation of the independence of the self-regulatory function of the CHX and to its obligations to investors and the general public and shall not take any actions which would interfere with the effectuation of any decisions by the Board of Directors of the CHX relating to its regulatory functions (including enforcement and disciplinary matters) or the structure of the market which it regulates or which would interfere with the ability of the CHX to carry out its responsibilities under the Securities Exchange Act of 1934, as amended. The Corporation's books and records related to the activities of CHX shall be maintained within the United States.

(4) For so long as the Corporation shall directly or indirectly control CHX, the Corporation shall take reasonable steps necessary to cause CHX Holdings, Inc. ("**CHX Holdings**"), a Delaware corporation and a wholly-owned subsidiary of the Corporation, to be in compliance with the Voting Limitation and the Concentration Limitation, as such terms are defined in Article FOURTH of the certificate of incorporation of CHX Holdings.

As used in this Amended and Restated Certificate of Incorporation, the term "Person" shall mean a natural person, partnership (general or limited), corporation,

limited liability company, trust or unincorporated organization, or a governmental entity or political subdivision thereof.

As used in this Amended and Restated Certificate of Incorporation, the term "Related Persons" shall mean: (i) with respect to any Person, any executive officer (as such term is defined in Rule 3b-7 under the Securities Exchange Act of 1934 (“Exchange Act”)) director, general partner, manager or managing member, as applicable, and all "affiliates" and "associates" of such Person (as those terms are defined in Rule 12b-2 under the Exchange Act), and other Person(s) whose beneficial ownership of shares of stock of the Corporation with the power to vote on any matter would be aggregated with such first Person's beneficial ownership of such stock or deemed to be beneficially owned by such first Person pursuant to Rules 13d-3 and 13d-5 under the Exchange Act; and (ii) in the case of any Person constituting a member (as that term is defined in Section 3(a)(3)(A) of the Exchange Act) of CHX (defined in the Rules of the Chicago Stock Exchange, Inc. (“CHX Rules”), as such rules may be amended from time to time, as a “Participant”) for so long as CHX remains a registered national securities exchange, such Person and any broker or dealer with which such Person is associated; and (iii) any other Person(s) with which such Person has any agreement, an arrangement or understanding (whether or not in writing) to act together for the purpose of acquiring, voting, holding or disposing of shares of the stock of the Corporation; and (iv) in the case of a Person that is a natural person, any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person or who is a director or officer of the Corporation or any of its parents or subsidiaries

(5) Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, (x) no Person, either alone or with its Related Persons, as of any record date for the determination of stockholders entitled to vote on any matter, shall be entitled to vote or cause the voting of shares of stock of the Corporation, in person or by proxy or through any voting agreement or other arrangement, to the extent such shares represent in the aggregate more than 20% of the then outstanding votes entitled to be cast on such matter (the "Voting Limitation"), and if votes have been cast, in person or by proxy or through any voting agreement or other arrangement, by any Person, either alone or with its Related Persons, in excess of the Voting Limitation, the Corporation shall disregard such votes cast in excess of the Voting Limitation and (y) no Person, either alone or with its Related Persons, may enter into any agreement, plan or other an agreement relating to shares of stock of the Corporation entitled to vote on any matter with any other Person, either alone or with its Related Persons, under circumstances which would result in shares of stock of the Corporation that would be subject to such agreement, plan or other arrangement not being voted on any matter, or the withholding of any proxy relating thereto, where the effect of such agreement, plan or other arrangement would be to enable any Person, either alone or with its Related Persons, to vote, possess the right to vote or cause the voting of shares of stock of the Corporation which would, as a result thereof, represent in the aggregate more than 20% of the then outstanding votes entitled to be cast on such matter (the "Nonvoting Agreement Prohibition").

(6) The Voting Limitation or the Nonvoting Agreement Prohibition, as applicable, shall apply unless and until: (x) a Person (and its Related Persons) owning any shares of stock of the Corporation entitled to vote on such matter shall have delivered to the Board of Directors of the Corporation a notice in writing, not less than 45 days (or such shorter period as the Board of Directors of the Corporation shall expressly consent to) prior to any vote, of its intention to cast more than 20% of the votes entitled to be cast on such matter or to enter into an agreement, plan or other arrangement that would violate the Nonvoting Agreement Prohibition, as applicable; (y) the Board of Directors of the Corporation shall have resolved to expressly permit such exercise or the entering into of such agreement, plan or other arrangement, as applicable; and (z) such resolution shall have been filed with the Commission under Section 19(b) of the Exchange Act and shall have become effective thereunder.

(7) Subject to its fiduciary obligations pursuant to the Delaware General Corporation Law, the Board of Directors of the Corporation shall not adopt any resolution pursuant to Section (6) of this Article IX unless the Board of Directors of the Corporation shall have determined that: (v) the exercise of such voting rights or the entering into of such agreement, plan or other arrangement, as applicable, by such Person, either alone or with its Related Persons, will not impair any of the Corporation's or the CHX's ability to discharge its responsibilities under the Exchange Act and the rules and regulations thereunder and is otherwise in the best interests of the Corporation and its stockholders; (w) the exercise of such voting rights or the entering into of such agreement, plan or other arrangement, as applicable, by such Person, either alone or with its Related Persons, will not impair the Commission's ability to enforce the Exchange Act; (x) neither such Person nor any of its Related Persons is subject to any statutory disqualification as defined in Section 3(a)(39) of the Exchange Act; (y) in the case of a resolution to approve the exercise of voting rights in excess of the Voting Limitation, for so long as CHX remains a registered national securities exchange as defined under Section 6 of the Exchange Act, neither such Person nor any of its Related Persons is a Participant (any such Person that is a Related Person of a Participant shall hereinafter also be deemed to be a Participant for purposes of this Amended and Restated Certificate of Incorporation, as the context may require); and (z) in the case of a resolution to approve any waiver of the Nonvoting Agreement Prohibition, no such waiver may be approved with respect to any agreement, plan or other arrangement to which a Participant is a party that relates to shares of stock of the Corporation entitled to vote on any matter. In making such determinations, the Board of Directors of the Corporation may impose such conditions and restrictions on such Person and its Related Persons owning any shares of stock of the Corporation entitled to vote on any matter as the Board of Directors of the Corporation may in its sole discretion deem necessary, appropriate or desirable in furtherance of the objectives of the Exchange Act and the governance of the Corporation.

(8) Sections (5), (6) and (7) above shall not apply to (x) any solicitation of any revocable proxy from any stockholder of the Corporation by or on behalf of the Corporation or by any officer or director of the Corporation acting on behalf of the Corporation or (y) any solicitation of any revocable proxy from any stockholder of the Corporation by any other stockholder.

(9) Except as otherwise provided in this Section (9) of this Article IX, no person, either alone or with its Related Persons, shall be permitted at any time to own beneficially shares of stock of the Corporation representing in the aggregate more than 40% of the then outstanding votes entitled to be cast on any matter (the "Concentration Limitation").

(i) The Concentration Limitation shall apply unless and until: (x) a Person (either alone or with its Related Persons) intending to acquire such ownership shall have delivered to the Board of Directors of the Corporation a notice in writing, not less than 45 days (or such shorter period as the Board of Directors of the Corporation shall expressly consent to) prior to the acquisition of any shares that would cause such Person (either alone or with its Related Persons) to exceed the Concentration Limitation, of its intention to acquire such ownership; (y) the Board of Directors of the Corporation shall have resolved to expressly permit such ownership; and (z) such resolution shall have been filed with the Commission under Section 19(b) of the Exchange Act and shall have become effective thereunder.

(ii) Subject to its fiduciary obligations pursuant to the Delaware General Corporation Law, the Board of Directors of the Corporation shall not adopt any resolution pursuant to paragraph (i) of Section (9) of this Article IX unless the Board of Directors of the Corporation shall have determined that: (x) such acquisition of beneficial ownership by such Person, either alone or with its Related Persons, will not impair any of the Corporation's or CHX's ability to discharge its responsibilities under the Exchange Act and the rules and regulations thereunder and is otherwise in the best interests of the Corporation and its stockholders; (y) such acquisition of beneficial ownership by such Person, either alone or with its Related Persons, will not impair the Commission's ability to enforce the Exchange Act; and (z) neither such Person nor any of its Related Persons is subject to any statutory disqualification as defined in Section 3(a)(39) of the Exchange Act. In making such determinations, the Board of Directors of the Corporation may impose such conditions and restrictions on such Person and its Related Persons owning any shares of stock of the Corporation entitled to vote on any matter as the Board of Directors of the Corporation may in its sole discretion deem necessary, appropriate or desirable in furtherance of the objectives of the Exchange Act and the governance of the Corporation.

(iii) Unless the conditions specified in paragraph (i) of Section (9) of this Article IX are met, if any Person, either alone or with its Related Persons, at any time owns beneficially shares of stock of the Corporation in excess of the Concentration Limitation, the Corporation shall call from such Person and its Related Persons that number of shares of stock of the Corporation entitled to vote on any matter that exceeds the Concentration Limitation in accordance with Section (14) of this Article IX at a price equal to the par value of such shares of stock.

(10) For so long as CHX remains a registered national securities exchange under Section 6 of the Exchange Act, no Participant, either alone or with its Related Persons, shall be permitted at any time to own beneficially shares of stock of the Corporation representing in the aggregate more than 20% of the then outstanding votes entitled to be cast on any matter. If any Participant, either alone or with its Related Persons, at any time owns beneficially shares of stock in excess of such 20% limitation, the Corporation shall call from such Participant and its Related Persons that number of shares of stock of the Corporation entitled to vote on any matter that exceeds such 20% limitation in accordance with Section (14) of this Article IX at a price equal to the par value of such shares of stock.

(11) The Corporation shall not register the purported transfer of any shares of stock of the Corporation in violation of the restrictions imposed by this Section (9) of Article IX.

(12) For purposes of Section (9) of this Article IX, no Person shall be deemed to have any agreement, arrangement or understanding to act together with respect to voting shares of stock of the Corporation solely because such Person or any of such Person's Related Persons has or shares the power to vote or direct the voting of such shares of stock pursuant to a revocable proxy given in response to a public proxy or consent solicitation conducted pursuant to, and in accordance with, Regulation 14A promulgated pursuant to the Exchange Act, except if such power (or the arrangements relating thereto) is then reportable under Item 6 of Schedule 13D under the Exchange Act (or any similar provision of a comparable or successor report).

(13) Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, no Person that is subject to any statutory disqualification as defined in Section 3(a)(39) of the Exchange Act shall be permitted at any time to own beneficially, either alone or with its Related Persons, shares of stock of the Corporation representing in the aggregate more than 20% of the then outstanding votes entitled to be cast on any matter (such Person, a "Disqualified Controlling Stockholder"). If a Person becomes a Disqualified Controlling Stockholder, the Corporation shall call from such Person and its Related Persons that number of shares of stock entitled to vote on any matter that exceeds such 20% limitation in accordance with Section (14) of this Article IX at a price equal to the par value of such shares of stock.

(14) In the event the Corporation shall call shares of stock (the "Called Stock") of the Corporation pursuant to paragraph (iii) of Section (9), Section (10) or Section (13) of this Article IX, notice of such call shall be given by first class mail, postage prepaid, mailed not less than 5 business nor more than 60 calendar days prior to the call date, to the holder of the Called Stock, at such holder's address as the same appears on the stock register of the Corporation. Each such notice shall state: (w) the call date; (x) the number of Called Stock to be called; (y) the aggregate call price; and (z) the place or places where Called Stock are to be surrendered for payment of the call price. Failure to give notice aforesaid, or any defect therein, shall not affect the validity of the

call of Called Stock. From and after the call date (unless default shall be made by the Corporation in providing funds for the payment of the call price), shares of Called Stock, which have been called as aforesaid shall be cancelled, shall no longer be deemed to be outstanding, and all rights of the holder of such Called Stock as a stockholder of the Corporation (except the right to receive from the Corporation the call price against delivery to the Corporation of evidence of ownership of such shares) shall cease. Upon surrender in accordance with said notice of evidence of ownership of Called Stock so called (properly assigned for transfer, if the Board of Directors of the Corporation shall so require and the notice shall so state), such shares shall be called by the Corporation at par value.

(15) The Board of Directors of the Corporation shall have the right to require any Person and its Related Persons reasonably believed (v) to be subject to the Voting Limitation or the Nonvoting Agreement Prohibition, (w) to own beneficially (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) shares of stock of the Corporation entitled to vote on any matter in excess of the Concentration Limitation, (x) to own beneficially (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) an aggregate of 5% or more of the then outstanding shares of stock of the Corporation entitled to vote on any matter, which ownership such Person, either alone or with its Related Persons, has not reported to the Corporation, (y) to be subject to the ownership limitation set forth in Section (10) of this Article IX or (z) to be a Disqualified Controlling Stockholder, to provide the Corporation complete information as to all shares of stock of the Corporation beneficially owned by such Person and its Related Persons and any other factual matter relating to the applicability or effect of this Article IX as may reasonably be requested of such Person and its Related Persons. Any constructions, applications or determinations made by the Board of Directors of the Corporation pursuant to this Article IX in good faith and on the basis of such information and assistance as was then reasonably available for such purpose shall be conclusive and binding upon the Corporation and its directors, officers and stockholders.

(16) All confidential information pertaining to the self-regulatory function of CHX (including, but not limited to, confidential information regarding disciplinary matters, trading data, trading practices and audit information) contained in the books and records of CHX that shall come into the possession of the Corporation shall, to the fullest extent permitted by law: (i) not be made available to any Person (other than as provided in the next sentence) other than to those officers, directors, employees and agents of the Corporation that have a reasonable need to know the contents thereof; (ii) be retained in confidence by the Corporation and the officers, directors, employees and agents of the Corporation; and (iii) not be used for any non-regulatory purposes. Nothing in this Amended and Restated Certificate of Incorporation shall be interpreted as to limit or impede: (A) the rights of the Commission or CHX to access and examine such confidential information pursuant to the federal securities laws and the rules and regulations promulgated thereunder; or (B) the ability of any officers, directors, employees or agents of the Corporation to disclose such confidential information to the Commission or CHX.

(17) For so long as the Corporation shall control, directly or indirectly, CHX, the books, records, premises, officers, directors and employees of the Corporation shall be deemed to be the books, records, premises, officers, directors and employees of CHX for purposes of and subject to oversight pursuant to the Exchange Act, but only to the extent that such books and records are related to, or such officers, directors and employees are involved in, the activities of CHX. The Corporation's books and records relating to the activities of CHX shall be subject at all times to inspection and copying by the Commission and CHX. The Corporation's books and records related to the activities of CHX shall be maintained within the United States.

(18) For so long as a stockholder shall maintain a direct or indirect equity interest in CHX: (a) the books, records, officers, directors (or equivalent) and employees of the stockholder shall be deemed to be the books, records, officers, directors and employees of CHX for purposes of and subject to oversight pursuant to the Exchange Act to the extent that such books and records are related to, or such officers, directors (or equivalent) and employees are involved in, the activities of CHX; (b) the stockholder's books and records related to the activities of CHX shall at all times be made available for inspection and copying by the Commission and CHX; and (c) the stockholder's books and records related to the activities of CHX shall be maintained within the United States.

(19) Required Notices. For so long as the Corporation shall control, directly or indirectly, CHX, the following provisions shall apply.

(i) Notwithstanding any other provisions under this Amended and Restated Certificate of Incorporation, each Person involved in an acquisition for shares of stock of the Corporation shall provide the Corporation with written notice fourteen (14) days prior, and the Corporation shall provide the Commission with written notice ten (10) days prior, to the closing date of any acquisition that would result in a Person having voting rights or beneficial ownership, alone or together with its Related Persons, of record or beneficially, of five percent (5%) or more of the then outstanding shares of stock of the Corporation entitled to vote on any matter. Any Person that, either alone or together with its Related Persons, of record or beneficially, has voting rights or beneficial ownership of five percent (5%) or more (whether by acquisition or by a change in the number of shares outstanding or otherwise) of the then outstanding shares of stock of the Corporation entitled to vote on any matter, shall, immediately upon acquiring knowledge of its ownership thereof, give the Board of Directors of the Corporation written notice of such ownership, which notice shall state: such Person's full legal name; the number of voting shares owned, directly or indirectly, of record or beneficially, by such Person together with such Person's Related Persons; and whether such Person has the power, directly or indirectly, to direct the management or policies of the Corporation, whether through ownership of voting shares, by contract or otherwise. Each Person required to provide written notice pursuant to this paragraph shall update such notice promptly after any change in the contents of that notice; provided that no such updated notice shall be required to be provided to the Board: (A) in the event of an increase or

decrease in the voting rights or beneficial ownership of less than one percent (1%) unless such increase or decrease caused such Person's voting rights or beneficial ownership, together with any Related Persons of such Person, to exceed twenty percent (20%) or forty percent (40%) (at a time when such Person previously owned less than such percentage) or caused such voting rights or beneficial ownership, together with any Related Persons of such Person, to be less than twenty percent (20%) or forty percent (40%) (at a time when such Person previously owned more than such percentage); or (B) in the event the Corporation issues additional voting shares or takes any other action that dilutes the ownership of such Person or acquires voting shares or takes any other action that increases the ownership of such Person, in each case without any change in the number of voting shares held by such Person.

(ii) Notwithstanding any other provisions under this Amended and Restated Certificate of Incorporation, each Person having voting rights or beneficial ownership of stock of the Corporation shall promptly provide the Corporation with written notice of any change in its status as a Related Person of another Person that owns voting share of stock of the Corporation.

(20) By September 1, 2018, and every year thereafter, each stockholder of the Corporation shall attest directly to the Commission and the Corporation as to (1) its equity ownership level in the Corporation and the identity of its Related Persons and (2) the existence of any agreement, arrangement or understanding (whether or not in writing) to act together exists between the stockholder, on the one hand, and any other person, on the other hand, for the purpose of acquiring, voting, holding or disposing of shares of stock of the Corporation.

ARTICLE X

Amendment

The Corporation reserves the right to amend, alter, change or repeal any provision of this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred on stockholders in this Certificate of Incorporation are subject to this reservation. For so long as this Corporation shall control, directly or indirectly, CHX before any amendment to or repeal of any provision of this Certificate of Incorporation shall be effective, the same shall be submitted to the board of directors of CHX and if said board shall determine that the same must be filed with, or filed with and approved by, the Commission before the same may be effective, under Section 19 of the Exchange Act and the rules promulgated thereunder, then the same shall not be effective until filed with, or filed with and approved by, the Commission, as the case may be.

ARTICLE XI

Incorporator

The name and mailing address of the sole incorporator is as follows:

Name	Mailing Address
Brian M. Blood	Orrick, Herrington & Sutcliffe LLP 51 West 52nd Street New York, New York 10019

Exhibit 4J

Text that has been added to the Initial Filing filed on December 2, 2016 is double underlined; text that has been deleted has been identified with ~~strike-through formatting~~.

SECOND AMENDED AND RESTATED PUT AGREEMENT

AMENDED AND RESTATED PUT AGREEMENT, dated as of ~~November [●], 2016~~October [●], 2017 (the "Agreement"), by and among North American Casin Group, Inc., a Delaware corporation ("Casin Group"), North America Casin Holdings, Inc., a Delaware corporation ("NA Casin Holdings") and Saliba Ventures Holdings, LLC, an Illinois limited liability company ("Saliba").

WHEREAS, NA Casin Holdings is party to that certain Agreement and Plan of Merger, dated as of February 4, 2016 (the "Merger Agreement"), as amended, pursuant to which Exchange Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of NA Casin Holdings shall be merged with and into CHX Holdings, Inc., a Delaware corporation ("CHX Holdings"), with CHX Holdings surviving as a wholly owned subsidiary of NA Casin Holdings (the "Merger") as of the closing date of the Merger (the "Merger Closing Date");

WHEREAS, NA Casin Holdings and Casin Group are parties to that certain Amended and Restated Subscription Agreement, dated as of ~~May 11, 2016~~October 25, 2017, (the "Casin Group Subscription Agreement"), pursuant to which Casin Group will purchase ~~5,448~~7,830 shares of NA Casin Holdings on the Merger Closing Date~~, and has agreed to a future subscription for and purchase of additional shares on a pro rata basis in accordance with the terms of the Casin Group Subscription Agreement~~;

WHEREAS, NA Casin Holdings and Saliba are parties to that certain Amended and Restated Subscription Agreement, dated as of ~~June 28, 2016~~the date hereof, (the "Saliba Subscription Agreement"), pursuant to which Saliba will purchase ~~3,200.5~~6,615 shares of NA Casin Holdings on the Merger Closing Date, and NA Casin Holdings has agreed to provide Saliba the option to ~~a future subscription for and~~ purchase ~~of~~ additional shares issued by NA Casin Holdings on a pro rata basis in accordance with the terms of the Saliba Subscription Agreement (all shares purchased by Saliba at any time and from time to time, the "Saliba Shares");

WHEREAS, Casin Group and Saliba entered into that certain Put Agreement, dated as of June 30, 2016, which was amended and restated pursuant to the Amended and Restated Put Agreement dated December 1, 2016 (as so amended, the "Put Agreement"), pursuant to which Saliba was granted the right (the "Saliba Put") to require ~~Casin Group~~NA Casin Holdings to purchase (or arrange for a third party to purchase) the Saliba Shares from Saliba on the terms and conditions set forth in the Put Agreement; and

WHEREAS, NA Casin Holdings, Casin Group and ~~Salbia~~Saliba desire to amend and restate the Put Agreement ~~to, among other provisions, provide that NA Casin Holdings, rather than Casin Group, shall be required to purchase (or arrange for a third party to~~

~~purchase) the Saliba Shares from Saliba upon exercise of the Saliba Put, on the terms and subject to the conditions~~ as set forth ~~in this Agreement;~~herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, NA Casin Holdings, Casin Group and Saliba hereby agree as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Saliba Subscription Agreement.

SECTION 2. Saliba Put.

(a) Commencing on the second anniversary of the Merger Closing Date, and continuing for a period of thirty (30) days thereafter (the "Put Period"), Saliba shall have the right to require NA Casin Holdings to either repurchase or identify a Third Party Purchaser (defined below) to purchase all or a portion of the Saliba Shares specified by Saliba for the Put Price (defined below) by giving written notice (the "Put Notice") to NA Casin Holdings in the manner required by this Agreement during the Put Period (the effective date of delivery of the Put Notice being referred to in this Agreement as the "Exercise Date").

(b) The "Put Price" shall be an amount equal to (i) ~~with respect to the Saliba Initial Shares, (A)~~ the total number of Saliba ~~Initial~~ Shares that Saliba determines to sell, multiplied by (~~B~~ii) the sum of ~~[~~●~~]~~the Average Price per Saliba ~~Initial~~ Share, plus (~~C~~iii) the amount of the Preferred Return with respect to such Saliba ~~Initial Shares; and (ii) with respect to the Saliba Additional Shares, (A) the total number of Saliba Additional Shares that Saliba determines to sell, multiplied by (B) the price per Saliba Additional Share paid by Saliba to acquire such Saliba Additional Shares, plus (C) the amount of the Preferred Return with respect to such Saliba Additional~~ Shares.

(c) The "Preferred Return" shall mean ~~(i) with respect to the Saliba Initial Shares (A)~~ [●]% of the Average Price per Saliba ~~Initial~~ Share per year, compounded annually through the Closing Date (defined below), less ~~(B)~~ any distributions previously paid by NA Casin Holdings to the holder of the Saliba ~~Initial~~ Shares in respect thereof~~, and (ii) with respect to any Saliba Additional Shares (A) an amount per Saliba Additional Share equal to three percent of the price per each such Saliba Additional Share paid by Saliba to acquire each such Saliba Additional Share per year, compounded annually through the Closing Date, less (B) any distributions previously paid by NA Casin Holdings to the holder of the Saliba Additional Shares~~.

(d) The "Average Price" shall mean (i) the total purchase price paid by Saliba to acquire all Saliba Shares divided by (ii) the total number of shares acquired by Saliba from NA Casin Holdings.

(e) At any time prior to the Closing Date (as defined below), NA Casin Holdings may elect to identify a third party purchaser (the "Third Party Purchaser") to purchase all or a portion of the Saliba Shares in accordance with this Agreement ~~and contingent upon the execution by the Third Party Purchaser of such documentation as NA Casin Holdings and Saliba may reasonably require for the Third Party Purchaser to purchase the Saliba Shares~~ (the "Third Party Purchase"). The Third Party Purchase must occur by or before the Closing Date, and any difference between the Put Price minus the price paid by the Third Party Purchaser (the "Third Party Purchase Price") shall be paid by NA Casin Holdings on the Closing Date (the "Third Party Purchase Price Adjustment").

SECTION 3. Closing.

(a) The closing of the purchase and sale of the Saliba Shares pursuant to this Agreement and payment shall take place on a date (the "Closing Date") selected by NA Casin Holdings or the Third Party Purchaser, which date shall not be later than the third anniversary of the Merger Closing Date, subject to Section 3(c) below. NA Casin Holdings shall notify Saliba of the Closing Date by written notice delivered to Saliba no later than twenty (20) days prior to the Closing Date. The closing will take place at 10:00 A.M. on the Closing Date at such location in the United States as NA Casin Holdings and Saliba may agree to in writing.

(b) At the closing and upon NA Casin Holdings' receipt of such documentation as NA Casin Holdings and the Third Party Purchaser may reasonably require evidencing the transfer of the Saliba Shares and all associated ownership and management rights, free and clear of all liens, claims and encumbrances (other than those imposed by the Stockholders' Agreement): (i) NA Casin Holdings shall pay the Put Price on the Saliba Shares it repurchases; and (ii) Third Party Purchaser shall pay the Third Party Purchase Price and NA Casin Holdings shall pay the Third Party Purchase Price Adjustment on the Saliba Shares the Third Party Purchaser purchases, if applicable, to Saliba by wire transfer of funds or by bank cashier's or certified check, all as set forth by Saliba in a written notice (the "Consideration Notice") delivered by Saliba to NA Casin Holdings no later than five (5) business days prior to the Closing Date.

(c) Notwithstanding the foregoing, NA Casin Holdings and Saliba agree that, should any authorization or approval or other action by, or notice to or filing with, any Governmental Authority or regulatory body be required for the consummation of the transactions contemplated hereby, the Closing Date may be extended beyond the third anniversary of the Merger Closing Date to the extent necessary to satisfy any requirements under this Section 3(c), and NA Casin Holdings and Saliba covenant to use their reasonable best efforts to promptly execute and deliver all further instruments and documents and take all further actions as may be necessary to satisfy any requirements under this Section 3(c) by the Closing Date.

SECTION 4. Financing.

(a) NA Casin Holdings represents and warrants to Saliba that, as of the

Effective Date, NA Casin Holdings has sufficient funds legally available to pay the Put Price.

(b) NA Casin Holdings covenants and agrees that from and after the Merger Closing Date until the earlier of the expiration of the Saliba Put pursuant to Section 2(a) and the payment by NA Casin Holdings of its obligations hereunder, NA Casin Holdings, on a consolidated basis, will maintain a minimum net worth of [●] and cash and cash equivalents in a bank account located in the United States of not less than (A) [●] at all times prior to the second anniversary of the date hereof and (B) [●]~~and after the second anniversary of the date hereof~~ on or after the second anniversary of the date hereof.

SECTION 5. General Terms and Conditions.

(a) Notices. All notices required or permitted under this Agreement, including the Put Notice and the Consideration Notice, shall be in writing and shall be effective upon receipt if delivered personally, by courier or via overnight delivery service, or two (2) business days after being deposited with the U.S. Postal Service as Certified or Registered mail, return receipt requested and postage prepaid. All notices shall be addressed as follows:

If to Saliba, to the address set forth on the signature page hereto;

If to NA Casin Holdings:

[●]
Attn: Jay Lu

with a copy to:

[●]
Attention: Peter J. Rooney, Esq.

(b) Conditions to NA Casin Holdings Obligations. The obligations of NA Casin Holdings to acquire the Saliba Shares shall be subject to the following conditions precedent:

(i) No lawsuit or ~~other~~ legal action shall be currently pending against Saliba by any person, other than NA Casin Holdings, its affiliates, Casin Group or any other shareholder of NA Casin Holdings, seeking to prevent Saliba from transferring the Saliba Shares~~, commencing on or after the Merger Closing Date~~.

(ii) Saliba shall not be insolvent or be the subject of a bankruptcy petition under the United States Bankruptcy Code.

(iii) Saliba shall not have transferred the Saliba shares to a third party excluding transfers to a "Permitted Transferee" as set forth in the Stockholder's Agreement between the parties hereto and others.

(c) Arbitration. If any controversy or claim arising out of this Agreement cannot be resolved by the parties, such controversy or claim shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association governing commercial disputes. Such matters shall be arbitrated in Wilmington, Delaware, and, for purposes of this Agreement, each party consents to arbitration in such place. Arbitration proceedings shall commence when any party notifies the other that a dispute to which arbitration applies exists and requests that the dispute be arbitrated. If the parties to a dispute cannot, within thirty (30) days after the date arbitration proceedings commence, mutually agree upon an arbitrator or arbitrators to settle their dispute, each party to the dispute shall select an arbitrator. The two arbitrators shall, within fifteen (15) days after the appointment of the last arbitrator, select a third arbitrator and the three arbitrators shall determine the matter. Each arbitrator shall act impartially. If for any reason an arbitrator is not appointed within the time provided or the arbitrators appointed by the parties cannot agree upon a third arbitrator, then either party shall petition the Delaware Chancery Court to appoint a third arbitrator. Unless the parties mutually agree otherwise, any arbitrator selected shall be familiar with commercial disputes. The final decision will be that of the sole arbitrator or of the majority of arbitrators, and shall be final and binding upon the parties, except as otherwise provided by law. ~~The sole arbitrator or the majority of arbitrators shall also determine the allocation of costs of~~If any party seeks to enforce such party's rights under this Agreement by arbitration ~~among the parties, and shall have the right to award to the~~or legal proceeding the non-prevailing party shall be responsible for all costs ~~of arbitration, regardless of whether such costs are taxable as such under Delaware law~~and expenses in connection therewith, including reasonable attorneys' fees and witness fees. Notwithstanding the foregoing, the parties may bring an action in any court in the State of Delaware to enforce an arbitration award pursuant to this Section 5(c).

(d) Assignment. No party to this Agreement may assign this Agreement, or any rights under this Agreement, without obtaining the prior written consent of the other party, which consent may be given or withheld in each party's sole and absolute discretion; provided, however, that no consent shall be required in connection with any assignment of this Agreement (i) by merger or operation of law~~. The Saliba Put granted herein shall accrue~~ as long as any successor agrees in writing to be bound by the terms of this Agreement, including, without limitation, Section 4(b), and (ii) to a Permitted Transferee as defined in the Stockholders Agreement by and among, inter alia, NA Casin Holdings and the parties hereto, dated as of the Merger Closing Date~~to any Permitted Transferee of the Saliba Shares~~.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Delaware.

(f) Miscellaneous. This Agreement sets forth the entire agreement of the parties with respect to the Saliba Put and ~~supercedes~~supersedes any prior or contemporaneous negotiations, understandings or agreements, and there are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein~~with respect to said matter~~. This Agreement has been duly authorized, executed and delivered by each party hereto and is and will be binding and enforceable against each party. No breach of this Agreement can be waived unless in writing. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by both parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same original agreement. Each party been advised to engage, and has engaged, its own counsel (whether in-house or external) and any other advisors it deems necessary and appropriate. By reason of its business or financial experience, or by reason of the business or financial experience of its own attorneys, accountants and financial advisors, each party is capable of evaluating the risks and merits of this Agreement.

(g) Commercial Cooperation. Saliba shall use its commercially reasonable efforts to cooperate with NA Casin Holdings in developing marketing and other expansion initiatives for CHX Holdings in China and the U.S.

(h) Rights Regarding Shares. The parties acknowledge and agree that all times prior to the Closing Date, Saliba shall retain full ownership of, and full authority with respect to the voting of, the Saliba Shares, and neither NA Casin Holdings nor any Third Party shall have any ownership of, or any authority with respect to the voting of, the Saliba Shares at any time prior to the Closing Date.

(i) Severability. It is the express intention of the parties that the agreements contained herein shall have the widest application possible. If any agreement contained herein is found by an arbitrator or court having jurisdiction to be unreasonable in scope or character, the agreement shall not be rendered unenforceable thereby, but rather the scope or character of such agreement shall be deemed reduced or modified with retroactive effect to render such agreement reasonable and such agreement shall be enforced as thus modified. If the arbitrator or court having jurisdiction will not review the agreement, then the parties shall mutually agree to revise the unenforceable provision to as close as permitted by law to the provision declared unenforceable. The parties further agree that in the event an arbitrator or court having jurisdiction determines, despite the express intent of the parties, that any portion of any covenant or agreement contained herein is not enforceable, the remaining provisions of this Agreement shall nonetheless remain valid and enforceable.

(j) Releases. The parties hereto agree that from and after the execution of this Agreement, Casin Group shall have no further obligations of any kind under the Put Agreement or this Agreement, and all such obligations are hereby waived and released by each of Saliba and NA Casin Holdings. The parties hereto agree that, from and after the execution of this Agreement, Saliba and NA Casin Holdings shall have no further obligations of any kind under the Put Agreement or this Agreement to Casin Group, and all such obligations are hereby waived and released by Casin Group.

[*Signature Page Follows*]

~~Executed as of November [●], 2016 by:~~

~~NORTH AMERICA CASIN GROUP, INC.~~

~~By~~: _____
~~Name~~: ~~Yong Xiao~~
~~Title~~: ~~Chief Executive Officer~~

~~NORTH AMERICA CASIN HOLDINGS, INC.~~

~~By~~: _____
~~Name~~: ~~Jay Lu~~
~~Title~~: ~~Vice President~~

~~SALIBA VENTURES HOLDINGS, LLC~~

~~By~~: _____
~~Name~~:
~~Title~~:

~~Address~~: ~~[●]~~

~~[*Signature Page to Amended and Restated Saliba Put Agreement*]~~

Exhibit 4K

Text that has been added to the Initial Filing filed on December 2, 2016 is double underlined; text that has been deleted has been identified with ~~strike-through formatting~~.

SECOND AMENDED AND RESTATED PUT AGREEMENT

SECOND AMENDED AND RESTATED PUT AGREEMENT, dated as of ~~November [●],2016~~October 24, 2017 (the "Agreement"), by and among North American Casin Group, Inc., a Delaware corporation ("Casin Group"), North America Casin Holdings, Inc., a Delaware corporation ("NA Casin Holdings") and Raptor Holdco LLC, a Delaware limited liability company ("Raptor").

WHEREAS, NA Casin Holdings is party to that certain Agreement and Plan of Merger, dated as of February 4, 2016 (the "Merger Agreement"), as amended, pursuant to which Exchange Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of NA Casin Holdings shall be merged with and into CHX Holdings, Inc., a Delaware corporation ("CHX Holdings"), with CHX Holdings surviving as a wholly owned subsidiary of NA Casin Holdings (the "Merger") as of the closing date of the Merger (the "Merger Closing Date");

WHEREAS, NA Casin Holdings and Casin Group are parties to that certain Amended and Restated Subscription Agreement, dated as of ~~May 11, 2016~~October 24, 2017, (the "Casin Group Subscription Agreement"), pursuant to which Casin Group will purchase ~~5,448~~7,830 shares of NA Casin Holdings on the Merger Closing Date~~, and has agreed to a future subscription for and purchase of additional shares on a pro rata basis in accordance with the terms of the Casin Group Subscription Agreement~~;

WHEREAS, NA Casin Holdings and Raptor are parties to that certain Second Amended and Restated Subscription Agreement, dated as of ~~July 8, 2016,~~the date hereof (the "Raptor Subscription Agreement"), pursuant to which Raptor will purchase ~~3,200.5~~6,750 shares of NA Casin Holdings on the Merger Closing Date (the "Raptor ~~Initial~~ Shares");

~~WHEREAS, from time to time after the date hereof and prior to the start of the Put Period (as defined below) Raptor may purchase additional shares of capital stock of NA Casin Holdings (the "Raptor Additional Shares", and together with the Raptor Initial Shares, the "Raptor Shares").~~

WHEREAS, Casin Group and Raptor entered into that certain Put Agreement, dated as of July 8, 2016, which was amended and restated pursuant to the Amended and Restated Put Agreement dated December 1, 2016 (as so amended, the "Put Agreement"), pursuant to which Raptor was granted the right (the "Raptor Put") to require ~~Casin Group~~NA Casin Holdings to purchase (or arrange for a third party to purchase) the Raptor Shares from Raptor on the terms and conditions set forth in the Put Agreement; and

WHEREAS, NA Casin Holdings, Casin Group and Raptor desire to amend and restate the Put Agreement ~~to, among other provisions, provide that NA Casin Holdings, rather than Casin Group, shall be required to purchase (or arrange for a third party to purchase) the Raptor Shares from Raptor upon exercise of the Raptor Put, on the terms and subject to the conditions~~as set forth ~~in this Agreement;~~ herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, NA Casin Holdings, Casin Group and Raptor hereby agree as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Raptor Subscription Agreement.

SECTION 2. Raptor Put.

(a) Commencing on the second anniversary of the Merger Closing Date, and continuing for a period of thirty (30) days thereafter (the "Put Period"), Raptor shall have the right to require NA Casin Holdings to either repurchase or identify a Third Party Purchaser (defined below) to purchase all or a portion of the Raptor Shares specified by Raptor for the Put Price (defined below) by giving written notice (the "Put Notice") to NA Casin Holdings in the manner required by this Agreement during the Put Period (the effective date of delivery of the Put Notice being referred to in this Agreement as the "Exercise Date").

(b) The "Put Price" shall be an amount equal to (i) ~~with respect to the Raptor Initial Shares, (A)~~ the total number of Raptor ~~Initial~~ Shares that Raptor determines to sell, multiplied by (~~B~~ii) the sum of ~~[●]~~the Average Price per Raptor ~~Initial~~ Share, plus (~~C~~iii) the amount of the Preferred Return with respect to such Raptor ~~Initial~~ Shares~~; and (ii) with respect to the Raptor Additional Shares, (A) the total number of Raptor Additional Shares that Raptor determines to sell, multiplied by (B) the price per Raptor Additional Share paid by Raptor to acquire such Raptor Additional Shares, plus (C) the amount of the Preferred Return with respect to such Raptor Additional Shares~~.

(c) The "Preferred Return" shall mean ~~(i) with respect to~~[●]% of ~~the Raptor Initial Shares (A) [●]~~Average Price per Raptor ~~Initial~~ Share per year, compounded annually through the Closing Date (defined below), less ~~(B)~~ any distributions previously paid by NA Casin Holdings to the holder of the Raptor ~~Initial~~ Shares in respect thereof~~, and (ii) with respect to any Raptor Additional Shares (A) an amount per Raptor Additional Share equal to three percent of the price per each such Raptor Additional Share paid by Raptor to acquire each such Raptor Additional Share per year, compounded annually through the Closing Date, less (B) any distributions previously paid by NA Casin Holdings to the holder of the Raptor Additional Shares~~.

(d) The "Average Price" shall mean (i) the total purchase price paid by Raptor to acquire all Raptor Shares divided by (ii) the total number of shares acquired by Raptor from NA Casin Holdings.

(e) At any time prior to the Closing Date (as defined below), NA Casin Holdings may elect to identify a third party purchaser (the "Third Party Purchaser") to purchase all or a portion of the Raptor Shares in accordance with this Agreement (the "Third Party Purchase"). The Third Party Purchase must occur by or before the Closing Date, and any difference between the Put Price minus the price paid by the Third Party Purchaser (the "Third Party Purchase Price") shall be paid by NA Casin Holdings on the Closing Date (the "Third Party Purchase Price Adjustment").

SECTION 3. Closing.

(a) The closing of the purchase and sale of the Raptor Shares pursuant to this Agreement and payment shall take place on a date (the "Closing Date") selected by NA Casin Holdings or the Third Party Purchaser, which date shall not be later than the third anniversary of the Merger Closing Date, subject to Section 3(c) below. NA Casin Holdings shall notify Raptor of the Closing Date by written notice delivered to Raptor no later than twenty (20) days prior to the Closing Date. The closing will take place at 10:00 A.M. on the Closing Date at such location in the United States as NA Casin Holdings and Raptor may agree to in writing.

(b) At the closing and upon NA Casin Holdings' receipt of such documentation as NA Casin Holdings and the Third Party Purchaser may reasonably require evidencing the transfer of the Raptor Shares and all associated ownership and management rights, free and clear of all liens, claims and encumbrances (other than those imposed by the Stockholders' Agreement): (i) NA Casin Holdings shall pay the Put Price on the Raptor Shares it repurchases; or (ii) Third Party Purchaser shall pay the Third Party Purchase Price and NA Casin Holdings shall pay the Third Party Purchase Price Adjustment on the Raptor Shares the Third Party Purchaser purchases, as applicable, to Raptor by wire transfer of funds all as set forth by Raptor in a written notice (the "Consideration Notice") delivered by Raptor to NA Casin Holdings no later than five (5) business days prior to the Closing Date.

(c) Notwithstanding the foregoing, NA Casin Holdings and Raptor agree that, should any authorization or approval or other action by, or notice to or filing with, any Governmental Authority or regulatory body be required for the consummation of the transactions contemplated hereby, the Closing Date may be extended beyond the third anniversary of the Merger Closing Date to the extent necessary to satisfy any requirements under this Section 3(c), and the parties covenant to use their reasonable best efforts to promptly execute and deliver all further instruments and documents and take all further actions as may be necessary to satisfy any requirements under this Section 3(c) by the Closing Date.

SECTION 4. Financing.

(a) NA Casin Holdings represents and warrants to Raptor that, as of the Effective Date, NA Casin Holdings has sufficient funds legally available to pay the Put Price.

(b) NA Casin Holdings covenants and agrees that from and after the Merger Closing Date until the earlier of the expiration of the Raptor Put pursuant to Section 2(a) and the payment by NA Casin Holdings of its obligations hereunder, NA Casin Holdings~~, on a consolidated basis,~~ will maintain a minimum net worth of [●] and cash and cash equivalents in a bank account located in the United States of not less than (A) [●] at all times prior to the second anniversary of the date hereof and (B) [●] on and after the second anniversary of the date hereof.

SECTION 5. General Terms and Conditions.

(a) Notices. All notices required or permitted under this Agreement, including the Put Notice and the Consideration Notice, shall be in writing and shall be effective upon receipt if delivered personally, by courier or via overnight delivery service, or two (2) business days after being deposited with the U.S. Postal Service as Certified or Registered mail, return receipt requested and postage prepaid. All notices shall be addressed as follows:

If to Raptor, to the address set forth on the signature page hereto;

If to NA Casin Holdings:

[●]
Attn: Jay Lu

with a copy to:

[●]
Attention: Peter J. Rooney, Esq.

(b) Conditions to NA Casin Holdings Obligations. The obligations of NA Casin Holdings to acquire the Raptor Shares shall be subject to the following conditions precedent:

(i) No lawsuit or legal action shall be currently pending against Raptor by any person, other than NA Casin Holdings, its affiliates, Casin Group or any other shareholder of NA Casin Holdings, seeking to prevent Raptor from transferring the Raptor Shares.

(ii) Raptor shall not be insolvent or be the subject of a

bankruptcy petition under the United States Bankruptcy Code; and

(iii) Raptor shall not have transferred the Raptor Shares to a third party.

(c) Arbitration. If any controversy or claim arising out of this Agreement cannot be resolved by the parties, such controversy or claim shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association governing commercial disputes. Such matters shall be arbitrated in Wilmington, Delaware, and, for purposes of this Agreement, each party consents to arbitration in such place. Arbitration proceedings shall commence when any party notifies the other that a dispute to which arbitration applies exists and requests that the dispute be arbitrated. If the parties to a dispute cannot, within thirty (30) days after the date arbitration proceedings commence, mutually agree upon an arbitrator or arbitrators to settle their dispute, each party to the dispute shall select an arbitrator. The two arbitrators shall, within fifteen (15) days after the appointment of the last arbitrator, select a third arbitrator and the three arbitrators shall determine the matter. Each arbitrator shall act impartially. If for any reason an arbitrator is not appointed within the time provided or the arbitrators appointed by the parties cannot agree upon a third arbitrator, then either party shall petition the Delaware Chancery Court to appoint a third arbitrator. Unless the parties mutually agree otherwise, any arbitrator selected shall be familiar with commercial disputes. The final decision will be that of the sole arbitrator or of the majority of arbitrators, and shall be final and binding upon the parties, except as otherwise provided by law. If any party seeks to enforce such party's rights under this Agreement by arbitration or legal proceeding the non-prevailing party shall be responsible for all costs and expenses in connection therewith, including reasonable attorneys' fees and witness fees. Notwithstanding the foregoing, the parties may bring an action in any court in the State of Delaware to enforce an arbitration award pursuant to this Section 5(c).

(d) Assignment. No party to this Agreement may assign this Agreement, or any rights under this Agreement, without obtaining the prior written consent of the other party, which consent may be given or withheld in each party's sole and absolute discretion; provided, however, that no consent shall be required in connection with any assignment of this Agreement (i) by merger or operation of law as long as any successor agrees in writing to be bound by the terms of this Agreement, including, without limitation, Section 4(b), and (ii) to a Permitted Transferee as defined in the Stockholders Agreement by and among, inter alia, NA Casin Holdings and the parties hereto, dated as of the Merger Closing Date.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Delaware.

(f) Miscellaneous. This Agreement sets forth the entire agreement of the parties with respect to the Raptor Put and supersedes any prior or contemporaneous negotiations, understandings or agreements, and there are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement has been duly authorized, executed and delivered by each party hereto and is and will be binding and enforceable against each party. No breach of this Agreement can be waived unless in writing. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by both parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same original agreement. Each party been advised to engage, and has engaged, its own counsel (whether in-house or external) and any other advisors it deems necessary and appropriate. By reason of its business or financial experience, or by reason of the business or financial experience of its own attorneys, accountants and financial advisors, each party is capable of evaluating the risks and merits of this Agreement.

(g) Rights Regarding Shares. The parties acknowledge and agree that all times prior to the Closing Date, Raptor shall retain full ownership of, and full authority with respect to the voting of, the Raptor Shares, and neither NA Casin Holdings nor any Third Party shall have any ownership of, or any authority with respect to the voting of, the Raptor Shares at any time prior to the Closing Date.

(h) Severability. It is the express intention of the parties that the agreements contained herein shall have the widest application possible. If any agreement contained herein is found by an arbitrator or court having jurisdiction to be unreasonable in scope or character, the agreement shall not be rendered unenforceable thereby, but rather the scope or character of such agreement shall be deemed reduced or modified with retroactive effect to render such agreement reasonable and such agreement shall be enforced as thus modified. If the arbitrator or court having jurisdiction will not review the agreement, then the parties shall mutually agree to revise the unenforceable provision to as close as permitted by law to the provision declared unenforceable. The parties further agree that in the event an arbitrator or court having jurisdiction determines, despite the express intent of the parties, that any portion of any covenant or agreement contained herein is not enforceable, the remaining provisions of this Agreement shall nonetheless remain valid and enforceable.

(i) Releases. The parties hereto agree that from and after the execution of this Agreement, Casin Group shall have no further obligations of any kind under ~~the Put Agreement or~~ this Agreement, and all such obligations are hereby waived and released by each of Raptor and NA Casin Holdings. The parties hereto agree that, from and after the execution of this Agreement, Raptor and NA Casin Holdings shall have no further obligations of any kind under ~~the Put Agreement or~~ this Agreement to Casin Group, and all such obligations are hereby waived and released by Casin Group.

[*Signature Page Follows*]

~~Executed as of November [●], 2016 by:~~

~~NORTH AMERICA CASIN GROUP, INC.~~

~~By~~: _____
~~Name~~: Yong Xiao
~~Title~~: Chief Executive Officer

~~NORTH AMERICA CASIN HOLDINGS, INC.~~

~~By~~: _____
~~Name~~: Jay Lu
~~Title~~: Vice President

~~RAPTOR HOLDCO LLC~~

~~By~~: _____
~~Name~~: Robert Needham
~~Title~~: Chief Financial Officer

~~Address~~: [●]

~~[*Signature Page to Amended and Restated Raptor Put Agreement*]~~

Exhibit 5F
All text is new.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

NORTH AMERICA CASIN HOLDINGS, INC.

The name of the corporation is North America Casin Holdings, Inc. (the "Corporation"). The Corporation was originally incorporated on January 4, 2016 and the original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on the same date. Pursuant to, and being duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation hereby amends and restates the original Certificate of Incorporation in their entirety, and reads in its entirety as follows:

ARTICLE I

Name

The name of the corporation is North America Casin Holdings, Inc. (the "Corporation").

ARTICLE II

Registered Office and Registered Agent

The address of the registered office of the Corporation in the State of Delaware is c/o Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904, County of Kent. The name of the registered agent of the Corporation at such address is Cogency Global, Inc.

ARTICLE III

Corporate Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

ARTICLE IV

Capital Stock; Voting

(1) The total number of shares of all classes of stock that the Corporation shall have authority to issue is 100,000, all of which shall be shares of Common Stock, par value $0.01 per share (the "Common Stock").

(2) Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote. Any action required or which may be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote if the holders of outstanding stock, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, have consented thereto by signed writing and/or by electronic transmission. Prompt notice of taking corporate action by stockholders without a meeting by less than unanimous consent in writing or by electronic transmission shall be given to those stockholders who have not consented in writing or by electronic transmission.

ARTICLE V

Board of Directors

(1) Elections of directors of the Corporation need not be by written ballot, except and to the extent provided in the bylaws of the Corporation.

(2) To the fullest extent permitted by the General Corporation Law as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(3) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the "Board"). In addition to the powers and authority expressly conferred upon them by statute or by this Certificate or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

(4) The directors shall hold office until their successors are elected and qualified, and prior to the election of directors described in paragraph (5) below, any director may be removed with or without cause at any time by a vote of the recordholders of a majority of the Shares then entitled to vote, or by written consent of the recordholders of a majority of the Shares entitled to vote at a meeting of the stockholders.

(5) Within 30 days after the consummation of the merger contemplated by the Agreement and Plan of Merger dated as of February 4, 2016 among

CHX Holdings, Inc., the Corporation and Exchange Acquisition Corp. (the "Merger Agreement") the Corporation shall convene a special meeting of its stockholders for the purpose of electing a new Board of Directors. From and after such special meeting, the Board shall be and is divided into three classes, as nearly equal in number as possible, designated: Class I, Class II and Class III. In case of any increase or decrease, from time to time, in the number of directors, the number of directors in each class shall be apportioned as nearly equal as possible. No decrease in the number of directors shall shorten the term of any incumbent director.

(6) Each director shall serve for a term ending on the date of the third annual meeting following the meeting at which such director was elected; provided, that each director initially appointed to Class I shall serve for an initial term expiring at the corporation's annual meeting of stockholders held in 2018; each director initially appointed to Class II shall serve for an initial term expiring at the corporation's annual meeting of stockholders held in 2019; and each director initially appointed to Class III shall serve for an initial term expiring at the corporation's annual meeting of stockholders held in 2020; provided further, that the term of each director shall continue until the election and qualification of a successor and be subject to such director's earlier death, resignation or removal.

ARTICLE VI

Indemnification of Directors, Officers and Others

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(2) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the

fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(3) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (1) and (2) of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(4) Any indemnification under Sections (1) and (2) of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer, is proper in the circumstances because the person has met the applicable standard of conduct set forth in such Sections (1) and (2). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation authorized in this Article VI. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(5) The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, bylaw, agreement, vote of stockholders or disinterested

directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(6) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the General Corporation Law.

(7) For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(8) For purposes of this Article VI, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director or officer Corporation which imposes duties on, or involves service by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VI. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Bylaws

The directors of the Corporation shall have the power to adopt, amend or repeal bylaws.

ARTICLE VIII

Section 203; Higher Vote Required for Business Combinations

(1) The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law.

(2) In addition to any affirmative vote required by applicable law or this Certificate of Incorporation:

(a) any merger or consolidation of the Corporation or any Subsidiary with any or any other corporation or other entity;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any other corporation or other entity, of all or substantially all of the assets of the Corporation or any Subsidiary;

(c) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the Corporation or any Subsidiary that would result in: (i) any an individual, corporation, partnership, joint venture, limited liability company, governmental or regulatory body, unincorporated organization, trust, association or other entity (each a "Person") owning a majority of the shares of Common Stock of the Corporation, or (ii) any Person other than a Subsidiary or the Corporation, owning a majority of the shares of voting stock of any Subsidiary;

(d) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation that is not the result of a transaction contemplated by Sections 2(a), 2(b) or 2(c) of this Article VIII;

(e) any reclassification of securities (including any reverse stock split), recapitalization of the Corporation or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which are directly or indirectly owned by any Person with the result that such Person becomes the holder of a majority of the shares of Common Stock of the Corporation; or

(f) any agreement, contract or other arrangement providing for any one or more of the actions specified in the foregoing (a) to (e);

shall require, except as otherwise prohibited by applicable law, the affirmative vote of at least 85% of the then outstanding voting shares entitled to be cast on such matter. Such

affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be permitted, by applicable law.

(3) As used in this Article VIII, "Subsidiary" means any corporation or other Person of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by the Corporation.

ARTICLE IX

Chicago Stock Exchange, Inc.

(1) Reserved

(2) The Corporation and its officers, directors, employees and agents, by virtue of their acceptance of such position, shall comply with the federal securities laws and rules and regulations thereunder and shall: (a) cooperate (i) with the United States Securities and Exchange Commission (the "**Commission**"), and (ii) with the Chicago Stock Exchange, Inc. a Delaware corporation and an indirect wholly-owned subsidiary of the Corporation ("**CHX**"), pursuant to, and to the extent of, CHX's regulatory authority; and (b) take reasonable steps necessary to cause its agents to cooperate (i) with the Commission, and (ii) with CHX pursuant to, and to the extent of, CHX's regulatory authority with respect to such agents' activities related to CHX.

(3) For so long as the Corporation shall control CHX, the Corporation and its Board of Directors, officers, employees and agents shall give due regard to the preservation of the independence of the self-regulatory function of the CHX and to its obligations to investors and the general public and shall not take any actions which would interfere with the effectuation of any decisions by the Board of Directors of the CHX relating to its regulatory functions (including enforcement and disciplinary matters) or the structure of the market which it regulates or which would interfere with the ability of the CHX to carry out its responsibilities under the Securities Exchange Act of 1934, as amended. The Corporation's books and records related to the activities of CHX shall be maintained within the United States.

(4) For so long as the Corporation shall directly or indirectly control CHX, the Corporation shall take reasonable steps necessary to cause CHX Holdings, Inc. ("**CHX Holdings**"), a Delaware corporation and a wholly-owned subsidiary of the Corporation, to be in compliance with the Voting Limitation and the Concentration Limitation, as such terms are defined in Article FOURTH of the certificate of incorporation of CHX Holdings.

As used in this Amended and Restated Certificate of Incorporation, the term "Person" shall mean a natural person, partnership (general or limited), corporation, limited liability company, trust or unincorporated organization, or a governmental entity or political subdivision thereof.

As used in this Amended and Restated Certificate of Incorporation, the term "Related Persons" shall mean: (i) with respect to any Person, any executive officer (as such term is defined in Rule 3b-7 under the Securities Exchange Act of 1934 (“Exchange Act”)) director, general partner, manager or managing member, as applicable, and all "affiliates" and "associates" of such Person (as those terms are defined in Rule 12b-2 under the Exchange Act), and other Person(s) whose beneficial ownership of shares of stock of the Corporation with the power to vote on any matter would be aggregated with such first Person's beneficial ownership of such stock or deemed to be beneficially owned by such first Person pursuant to Rules 13d-3 and 13d-5 under the Exchange Act; and (ii) in the case of any Person constituting a member (as that term is defined in Section 3(a)(3)(A) of the Exchange Act) of CHX (defined in the Rules of the Chicago Stock Exchange, Inc. (“CHX Rules”), as such rules may be amended from time to time, as a “Participant”) for so long as CHX remains a registered national securities exchange, such Person and any broker or dealer with which such Person is associated; and (iii) any other Person(s) with which such Person has any agreement, an arrangement or understanding (whether or not in writing) to act together for the purpose of acquiring, voting, holding or disposing of shares of the stock of the Corporation; and (iv) in the case of a Person that is a natural person, any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person or who is a director or officer of the Corporation or any of its parents or subsidiaries

(5) Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, (x) no Person, either alone or with its Related Persons, as of any record date for the determination of stockholders entitled to vote on any matter, shall be entitled to vote or cause the voting of shares of stock of the Corporation, in person or by proxy or through any voting agreement or other arrangement, to the extent such shares represent in the aggregate more than 20% of the then outstanding votes entitled to be cast on such matter (the "Voting Limitation"), and if votes have been cast, in person or by proxy or through any voting agreement or other arrangement, by any Person, either alone or with its Related Persons, in excess of the Voting Limitation, the Corporation shall disregard such votes cast in excess of the Voting Limitation and (y) no Person, either alone or with its Related Persons, may enter into any agreement, plan or other an agreement relating to shares of stock of the Corporation entitled to vote on any matter with any other Person, either alone or with its Related Persons, under circumstances which would result in shares of stock of the Corporation that would be subject to such agreement, plan or other arrangement not being voted on any matter, or the withholding of any proxy relating thereto, where the effect of such agreement, plan or other arrangement would be to enable any Person, either alone or with its Related Persons, to vote, possess the right to vote or cause the voting of shares of stock of the Corporation which would, as a result thereof, represent in the aggregate more than 20% of the then outstanding votes entitled to be cast on such matter (the "Nonvoting Agreement Prohibition").

(6) The Voting Limitation or the Nonvoting Agreement Prohibition, as applicable, shall apply unless and until: (x) a Person (and its Related Persons) owning

any shares of stock of the Corporation entitled to vote on such matter shall have delivered to the Board of Directors of the Corporation a notice in writing, not less than 45 days (or such shorter period as the Board of Directors of the Corporation shall expressly consent to) prior to any vote, of its intention to cast more than 20% of the votes entitled to be cast on such matter or to enter into an agreement, plan or other arrangement that would violate the Nonvoting Agreement Prohibition, as applicable; (y) the Board of Directors of the Corporation shall have resolved to expressly permit such exercise or the entering into of such agreement, plan or other arrangement, as applicable; and (z) such resolution shall have been filed with the Commission under Section 19(b) of the Exchange Act and shall have become effective thereunder.

(7) Subject to its fiduciary obligations pursuant to the Delaware General Corporation Law, the Board of Directors of the Corporation shall not adopt any resolution pursuant to Section (6) of this Article IX unless the Board of Directors of the Corporation shall have determined that: (v) the exercise of such voting rights or the entering into of such agreement, plan or other arrangement, as applicable, by such Person, either alone or with its Related Persons, will not impair any of the Corporation's or the CHX's ability to discharge its responsibilities under the Exchange Act and the rules and regulations thereunder and is otherwise in the best interests of the Corporation and its stockholders; (w) the exercise of such voting rights or the entering into of such agreement, plan or other arrangement, as applicable, by such Person, either alone or with its Related Persons, will not impair the Commission's ability to enforce the Exchange Act; (x) neither such Person nor any of its Related Persons is subject to any statutory disqualification as defined in Section 3(a)(39) of the Exchange Act; (y) in the case of a resolution to approve the exercise of voting rights in excess of the Voting Limitation, for so long as CHX remains a registered national securities exchange as defined under Section 6 of the Exchange Act, neither such Person nor any of its Related Persons is a Participant (any such Person that is a Related Person of a Participant shall hereinafter also be deemed to be a Participant for purposes of this Amended and Restated Certificate of Incorporation, as the context may require); and (z) in the case of a resolution to approve any waiver of the Nonvoting Agreement Prohibition, no such waiver may be approved with respect to any agreement, plan or other arrangement to which a Participant is a party that relates to shares of stock of the Corporation entitled to vote on any matter. In making such determinations, the Board of Directors of the Corporation may impose such conditions and restrictions on such Person and its Related Persons owning any shares of stock of the Corporation entitled to vote on any matter as the Board of Directors of the Corporation may in its sole discretion deem necessary, appropriate or desirable in furtherance of the objectives of the Exchange Act and the governance of the Corporation.

(8) Sections (5), (6) and (7) above shall not apply to (x) any solicitation of any revocable proxy from any stockholder of the Corporation by or on behalf of the Corporation or by any officer or director of the Corporation acting on behalf of the Corporation or (y) any solicitation of any revocable proxy from any stockholder of the Corporation by any other stockholder.

(9) Except as otherwise provided in this Section (9) of this Article IX, no person, either alone or with its Related Persons, shall be permitted at any time to own beneficially shares of stock of the Corporation representing in the aggregate more than 40% of the then outstanding votes entitled to be cast on any matter (the "Concentration Limitation").

(i) The Concentration Limitation shall apply unless and until: (x) a Person (either alone or with its Related Persons) intending to acquire such ownership shall have delivered to the Board of Directors of the Corporation a notice in writing, not less than 45 days (or such shorter period as the Board of Directors of the Corporation shall expressly consent to) prior to the acquisition of any shares that would cause such Person (either alone or with its Related Persons) to exceed the Concentration Limitation, of its intention to acquire such ownership; (y) the Board of Directors of the Corporation shall have resolved to expressly permit such ownership; and (z) such resolution shall have been filed with the Commission under Section 19(b) of the Exchange Act and shall have become effective thereunder.

(ii) Subject to its fiduciary obligations pursuant to the Delaware General Corporation Law, the Board of Directors of the Corporation shall not adopt any resolution pursuant to paragraph (i) of Section (9) of this Article IX unless the Board of Directors of the Corporation shall have determined that: (x) such acquisition of beneficial ownership by such Person, either alone or with its Related Persons, will not impair any of the Corporation's or CHX's ability to discharge its responsibilities under the Exchange Act and the rules and regulations thereunder and is otherwise in the best interests of the Corporation and its stockholders; (y) such acquisition of beneficial ownership by such Person, either alone or with its Related Persons, will not impair the Commission's ability to enforce the Exchange Act; and (z) neither such Person nor any of its Related Persons is subject to any statutory disqualification as defined in Section 3(a)(39) of the Exchange Act. In making such determinations, the Board of Directors of the Corporation may impose such conditions and restrictions on such Person and its Related Persons owning any shares of stock of the Corporation entitled to vote on any matter as the Board of Directors of the Corporation may in its sole discretion deem necessary, appropriate or desirable in furtherance of the objectives of the Exchange Act and the governance of the Corporation.

(iii) Unless the conditions specified in paragraph (i) of Section (9) of this Article IX are met, if any Person, either alone or with its Related Persons, at any time owns beneficially shares of stock of the Corporation in excess of the Concentration Limitation, the Corporation shall call from such Person and its Related Persons that number of shares of stock of the Corporation entitled to vote on any matter that exceeds the Concentration Limitation in accordance with Section (14) of this Article IX at a price equal to the par value of such shares of stock.

(10) For so long as CHX remains a registered national securities exchange under Section 6 of the Exchange Act, no Participant, either alone or with its Related Persons, shall be permitted at any time to own beneficially shares of stock of the Corporation representing in the aggregate more than 20% of the then outstanding votes entitled to be cast on any matter. If any Participant, either alone or with its Related Persons, at any time owns beneficially shares of stock in excess of such 20% limitation, the Corporation shall call from such Participant and its Related Persons that number of shares of stock of the Corporation entitled to vote on any matter that exceeds such 20% limitation in accordance with Section (14) of this Article IX at a price equal to the par value of such shares of stock.

(11) The Corporation shall not register the purported transfer of any shares of stock of the Corporation in violation of the restrictions imposed by this Section (9) of Article IX.

(12) For purposes of Section (9) of this Article IX, no Person shall be deemed to have any agreement, arrangement or understanding to act together with respect to voting shares of stock of the Corporation solely because such Person or any of such Person's Related Persons has or shares the power to vote or direct the voting of such shares of stock pursuant to a revocable proxy given in response to a public proxy or consent solicitation conducted pursuant to, and in accordance with, Regulation 14A promulgated pursuant to the Exchange Act, except if such power (or the arrangements relating thereto) is then reportable under Item 6 of Schedule 13D under the Exchange Act (or any similar provision of a comparable or successor report).

(13) Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, no Person that is subject to any statutory disqualification as defined in Section 3(a)(39) of the Exchange Act shall be permitted at any time to own beneficially, either alone or with its Related Persons, shares of stock of the Corporation representing in the aggregate more than 20% of the then outstanding votes entitled to be cast on any matter (such Person, a "Disqualified Controlling Stockholder"). If a Person becomes a Disqualified Controlling Stockholder, the Corporation shall call from such Person and its Related Persons that number of shares of stock entitled to vote on any matter that exceeds such 20% limitation in accordance with Section (14) of this Article IX at a price equal to the par value of such shares of stock.

(14) In the event the Corporation shall call shares of stock (the "Called Stock") of the Corporation pursuant to paragraph (iii) of Section (9), Section (10) or Section (13) of this Article IX, notice of such call shall be given by first class mail, postage prepaid, mailed not less than 5 business nor more than 60 calendar days prior to the call date, to the holder of the Called Stock, at such holder's address as the same appears on the stock register of the Corporation. Each such notice shall state: (w) the call date; (x) the number of Called Stock to be called; (y) the aggregate call price; and (z) the place or places where Called Stock are to be surrendered for payment of the call price. Failure to give notice aforesaid, or any defect therein, shall not affect the validity of the call of Called Stock. From and after the call date (unless default shall be made by the

Corporation in providing funds for the payment of the call price), shares of Called Stock, which have been called as aforesaid shall be cancelled, shall no longer be deemed to be outstanding, and all rights of the holder of such Called Stock as a stockholder of the Corporation (except the right to receive from the Corporation the call price against delivery to the Corporation of evidence of ownership of such shares) shall cease. Upon surrender in accordance with said notice of evidence of ownership of Called Stock so called (properly assigned for transfer, if the Board of Directors of the Corporation shall so require and the notice shall so state), such shares shall be called by the Corporation at par value.

(15) The Board of Directors of the Corporation shall have the right to require any Person and its Related Persons reasonably believed (v) to be subject to the Voting Limitation or the Nonvoting Agreement Prohibition, (w) to own beneficially (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) shares of stock of the Corporation entitled to vote on any matter in excess of the Concentration Limitation, (x) to own beneficially (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) an aggregate of 5% or more of the then outstanding shares of stock of the Corporation entitled to vote on any matter, which ownership such Person, either alone or with its Related Persons, has not reported to the Corporation, (y) to be subject to the ownership limitation set forth in Section (10) of this Article IX or (z) to be a Disqualified Controlling Stockholder, to provide the Corporation complete information as to all shares of stock of the Corporation beneficially owned by such Person and its Related Persons and any other factual matter relating to the applicability or effect of this Article IX as may reasonably be requested of such Person and its Related Persons. Any constructions, applications or determinations made by the Board of Directors of the Corporation pursuant to this Article IX in good faith and on the basis of such information and assistance as was then reasonably available for such purpose shall be conclusive and binding upon the Corporation and its directors, officers and stockholders.

(16) All confidential information pertaining to the self-regulatory function of CHX (including, but not limited to, confidential information regarding disciplinary matters, trading data, trading practices and audit information) contained in the books and records of CHX that shall come into the possession of the Corporation shall, to the fullest extent permitted by law: (i) not be made available to any Person (other than as provided in the next sentence) other than to those officers, directors, employees and agents of the Corporation that have a reasonable need to know the contents thereof; (ii) be retained in confidence by the Corporation and the officers, directors, employees and agents of the Corporation; and (iii) not be used for any non-regulatory purposes. Nothing in this Amended and Restated Certificate of Incorporation shall be interpreted as to limit or impede: (A) the rights of the Commission or CHX to access and examine such confidential information pursuant to the federal securities laws and the rules and regulations promulgated thereunder; or (B) the ability of any officers, directors, employees or agents of the Corporation to disclose such confidential information to the Commission or CHX.

(17) For so long as the Corporation shall control, directly or indirectly, CHX, the books, records, premises, officers, directors and employees of the Corporation shall be deemed to be the books, records, premises, officers, directors and employees of CHX for purposes of and subject to oversight pursuant to the Exchange Act, but only to the extent that such books and records are related to, or such officers, directors and employees are involved in, the activities of CHX. The Corporation's books and records relating to the activities of CHX shall be subject at all times to inspection and copying by the Commission and CHX. The Corporation's books and records related to the activities of CHX shall be maintained within the United States.

(18) For so long as a stockholder shall maintain a direct or indirect equity interest in CHX: (a) the books, records, officers, directors (or equivalent) and employees of the stockholder shall be deemed to be the books, records, officers, directors and employees of CHX for purposes of and subject to oversight pursuant to the Exchange Act to the extent that such books and records are related to, or such officers, directors (or equivalent) and employees are involved in, the activities of CHX; (b) the stockholder's books and records related to the activities of CHX shall at all times be made available for inspection and copying by the Commission and CHX; and (c) the stockholder's books and records related to the activities of CHX shall be maintained within the United States.

(19) Required Notices. For so long as the Corporation shall control, directly or indirectly, CHX, the following provisions shall apply.

(i) Notwithstanding any other provisions under this Amended and Restated Certificate of Incorporation, each Person involved in an acquisition for shares of stock of the Corporation shall provide the Corporation with written notice fourteen (14) days prior, and the Corporation shall provide the Commission with written notice ten (10) days prior, to the closing date of any acquisition that would result in a Person having voting rights or beneficial ownership, alone or together with its Related Persons, of record or beneficially, of five percent (5%) or more of the then outstanding shares of stock of the Corporation entitled to vote on any matter. Any Person that, either alone or together with its Related Persons, of record or beneficially, has voting rights or beneficial ownership of five percent (5%) or more (whether by acquisition or by a change in the number of shares outstanding or otherwise) of the then outstanding shares of stock of the Corporation entitled to vote on any matter, shall, immediately upon acquiring knowledge of its ownership thereof, give the Board of Directors of the Corporation written notice of such ownership, which notice shall state: such Person's full legal name; the number of voting shares owned, directly or indirectly, of record or beneficially, by such Person together with such Person's Related Persons; and whether such Person has the power, directly or indirectly, to direct the management or policies of the Corporation, whether through ownership of voting shares, by contract or otherwise. Each Person required to provide written notice pursuant to this paragraph shall update such notice promptly after any change in the contents of that notice; provided that no such updated notice shall be required to be provided to the Board: (A) in the event of an increase or

decrease in the voting rights or beneficial ownership of less than one percent (1%) unless such increase or decrease caused such Person's voting rights or beneficial ownership, together with any Related Persons of such Person, to exceed twenty percent (20%) or forty percent (40%) (at a time when such Person previously owned less than such percentage) or caused such voting rights or beneficial ownership, together with any Related Persons of such Person, to be less than twenty percent (20%) or forty percent (40%) (at a time when such Person previously owned more than such percentage); or (B) in the event the Corporation issues additional voting shares or takes any other action that dilutes the ownership of such Person or acquires voting shares or takes any other action that increases the ownership of such Person, in each case without any change in the number of voting shares held by such Person.

(ii) Notwithstanding any other provisions under this Amended and Restated Certificate of Incorporation, each Person having voting rights or beneficial ownership of stock of the Corporation shall promptly provide the Corporation with written notice of any change in its status as a Related Person of another Person that owns voting share of stock of the Corporation.

(20) By September 1, 2018, and every year thereafter, each stockholder of the Corporation shall attest directly to the Commission and the Corporation as to (1) its equity ownership level in the Corporation and the identity of its Related Persons and (2) the existence of any agreement, arrangement or understanding (whether or not in writing) to act together exists between the stockholder, on the one hand, and any other person, on the other hand, for the purpose of acquiring, voting, holding or disposing of shares of stock of the Corporation.

ARTICLE X

Amendment

The Corporation reserves the right to amend, alter, change or repeal any provision of this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred on stockholders in this Certificate of Incorporation are subject to this reservation. For so long as this Corporation shall control, directly or indirectly, CHX before any amendment to or repeal of any provision of this Certificate of Incorporation shall be effective, the same shall be submitted to the board of directors of CHX and if said board shall determine that the same must be filed with, or filed with and approved by, the Commission before the same may be effective, under Section 19 of the Exchange Act and the rules promulgated thereunder, then the same shall not be effective until filed with, or filed with and approved by, the Commission, as the case may be.

ARTICLE XI

Incorporator

The name and mailing address of the sole incorporator is as follows:

Name	Mailing Address
Brian M. Blood	Orrick, Herrington & Sutcliffe LLP 51 West 52nd Street New York, New York 10019

Exhibit 5J
All text is new

SECOND AMENDED AND RESTATED PUT AGREEMENT

AMENDED AND RESTATED PUT AGREEMENT, dated as of October [●], 2017 (the "Agreement"), by and among North American Casin Group, Inc., a Delaware corporation ("Casin Group"), North America Casin Holdings, Inc., a Delaware corporation ("NA Casin Holdings") and Saliba Ventures Holdings, LLC, an Illinois limited liability company ("Saliba").

WHEREAS, NA Casin Holdings is party to that certain Agreement and Plan of Merger, dated as of February 4, 2016 (the "Merger Agreement"), as amended, pursuant to which Exchange Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of NA Casin Holdings shall be merged with and into CHX Holdings, Inc., a Delaware corporation ("CHX Holdings"), with CHX Holdings surviving as a wholly owned subsidiary of NA Casin Holdings (the "Merger") as of the closing date of the Merger (the "Merger Closing Date");

WHEREAS, NA Casin Holdings and Casin Group are parties to that certain Amended and Restated Subscription Agreement, dated as of October 25, 2017, (the "Casin Group Subscription Agreement"), pursuant to which Casin Group will purchase 7,830 shares of NA Casin Holdings on the Merger Closing Date;

WHEREAS, NA Casin Holdings and Saliba are parties to that certain Amended and Restated Subscription Agreement, dated as of the date hereof, (the "Saliba Subscription Agreement"), pursuant to which Saliba will purchase 6,615 shares of NA Casin Holdings on the Merger Closing Date, and NA Casin Holdings has agreed to provide Saliba the option to purchase additional shares issued by NA Casin Holdings on a pro rata basis in accordance with the terms of the Saliba Subscription Agreement (all shares purchased by Saliba at any time and from time to time, the "Saliba Shares");

WHEREAS, Casin Group and Saliba entered into that certain Put Agreement, dated as of June 30, 2016, which was amended and restated pursuant to the Amended and Restated Put Agreement dated December 1, 2016 (as so amended, the "Put Agreement"), pursuant to which Saliba was granted the right (the "Saliba Put") to require NA Casin Holdings to purchase (or arrange for a third party to purchase) the Saliba Shares from Saliba on the terms and conditions set forth in the Put Agreement; and

WHEREAS, NA Casin Holdings, Casin Group and Saliba desire to amend and restate the Put Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, NA Casin Holdings, Casin Group and Saliba hereby agree as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Saliba Subscription Agreement.

SECTION 2. Saliba Put.

(a) Commencing on the second anniversary of the Merger Closing Date, and continuing for a period of thirty (30) days thereafter (the "Put Period"), Saliba shall have the right to require NA Casin Holdings to either repurchase or identify a Third Party Purchaser (defined below) to purchase all or a portion of the Saliba Shares specified by Saliba for the Put Price (defined below) by giving written notice (the "Put Notice") to NA Casin Holdings in the manner required by this Agreement during the Put Period (the effective date of delivery of the Put Notice being referred to in this Agreement as the "Exercise Date").

(b) The "Put Price" shall be an amount equal to (i) the total number of Saliba Shares that Saliba determines to sell, multiplied by (ii) the sum of the Average Price per Saliba Share, plus (iii) the amount of the Preferred Return with respect to such Saliba Shares.

(c) The "Preferred Return" shall mean [●]% of the Average Price per Saliba Share per year, compounded annually through the Closing Date (defined below), less any distributions previously paid by NA Casin Holdings to the holder of the Saliba Shares in respect thereof.

(d) The "Average Price" shall mean (i) the total purchase price paid by Saliba to acquire all Saliba Shares divided by (ii) the total number of shares acquired by Saliba from NA Casin Holdings.

(e) At any time prior to the Closing Date (as defined below), NA Casin Holdings may elect to identify a third party purchaser (the "Third Party Purchaser") to purchase all or a portion of the Saliba Shares in accordance with this Agreement (the "Third Party Purchase"). The Third Party Purchase must occur by or before the Closing Date, and any difference between the Put Price minus the price paid by the Third Party Purchaser (the "Third Party Purchase Price") shall be paid by NA Casin Holdings on the Closing Date (the "Third Party Purchase Price Adjustment").

SECTION 3. Closing.

(a) The closing of the purchase and sale of the Saliba Shares pursuant to this Agreement and payment shall take place on a date (the "Closing Date") selected by NA Casin Holdings or the Third Party Purchaser, which date shall not be later than the third anniversary of the Merger Closing Date, subject to Section 3(c) below. NA Casin Holdings shall notify Saliba of the Closing Date by written notice delivered to Saliba no later than twenty (20) days prior to the Closing Date. The closing will take place at 10:00 A.M. on the Closing Date at such location in the United States as NA Casin Holdings and Saliba may agree to in writing.

(b) At the closing and upon NA Casin Holdings' receipt of such documentation as NA Casin Holdings and the Third Party Purchaser may reasonably require evidencing the transfer of the Saliba Shares and all associated ownership and management rights, free and clear of all liens, claims and encumbrances (other than those imposed by the Stockholders' Agreement): (i) NA Casin Holdings shall pay the Put Price on the Saliba Shares it repurchases; and (ii) Third Party Purchaser shall pay the Third Party Purchase Price and NA Casin Holdings shall pay the Third Party Purchase Price Adjustment on the Saliba Shares the Third Party Purchaser purchases, if applicable, to Saliba by wire transfer of funds or by bank cashier's or certified check, all as set forth by Saliba in a written notice (the "Consideration Notice") delivered by Saliba to NA Casin Holdings no later than five (5) business days prior to the Closing Date.

(c) Notwithstanding the foregoing, NA Casin Holdings and Saliba agree that, should any authorization or approval or other action by, or notice to or filing with, any Governmental Authority or regulatory body be required for the consummation of the transactions contemplated hereby, the Closing Date may be extended beyond the third anniversary of the Merger Closing Date to the extent necessary to satisfy any requirements under this Section 3(c), and NA Casin Holdings and Saliba covenant to use their reasonable best efforts to promptly execute and deliver all further instruments and documents and take all further actions as may be necessary to satisfy any requirements under this Section 3(c) by the Closing Date.

SECTION 4. Financing.

(a) NA Casin Holdings represents and warrants to Saliba that, as of the Effective Date, NA Casin Holdings has sufficient funds legally available to pay the Put Price.

(b) NA Casin Holdings covenants and agrees that from and after the Merger Closing Date until the earlier of the expiration of the Saliba Put pursuant to Section 2(a) and the payment by NA Casin Holdings of its obligations hereunder, NA Casin Holdings, on a consolidated basis, will maintain a minimum net worth of [●] and cash and cash equivalents in a bank account located in the United States of not less than (A) [●] at all times prior to the second anniversary of the date hereof and (B) [●] on or after the second anniversary of the date hereof.

SECTION 5. General Terms and Conditions.

(a) Notices. All notices required or permitted under this Agreement, including the Put Notice and the Consideration Notice, shall be in writing and shall be effective upon receipt if delivered personally, by courier or via overnight delivery service, or two (2) business days after being deposited with the U.S. Postal Service as Certified or Registered mail, return receipt requested and postage prepaid. All notices shall be addressed as follows:

If to Saliba, to the address set forth on the signature page hereto;

If to NA Casin Holdings:

[●]
Attn: Jay Lu

with a copy to:

[●]
Attention: Peter J. Rooney, Esq.

(b) Conditions to NA Casin Holdings Obligations. The obligations of NA Casin Holdings to acquire the Saliba Shares shall be subject to the following conditions precedent:

(i) No lawsuit or legal action shall be currently pending against Saliba by any person, other than NA Casin Holdings, its affiliates, Casin Group or any other shareholder of NA Casin Holdings, seeking to prevent Saliba from transferring the Saliba Shares.

(ii) Saliba shall not be insolvent or be the subject of a bankruptcy petition under the United States Bankruptcy Code.

(iii) Saliba shall not have transferred the Saliba shares to a third party excluding transfers to a "Permitted Transferee" as set forth in the Stockholder's Agreement between the parties hereto and others.

(c) Arbitration. If any controversy or claim arising out of this Agreement cannot be resolved by the parties, such controversy or claim shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association governing commercial disputes. Such matters shall be arbitrated in Wilmington, Delaware, and, for purposes of this Agreement, each party consents to arbitration in such place. Arbitration proceedings shall commence when any party notifies the other that a dispute to which arbitration applies exists and requests that the dispute be arbitrated. If the parties to a dispute cannot, within thirty (30) days after the

date arbitration proceedings commence, mutually agree upon an arbitrator or arbitrators to settle their dispute, each party to the dispute shall select an arbitrator. The two arbitrators shall, within fifteen (15) days after the appointment of the last arbitrator, select a third arbitrator and the three arbitrators shall determine the matter. Each arbitrator shall act impartially. If for any reason an arbitrator is not appointed within the time provided or the arbitrators appointed by the parties cannot agree upon a third arbitrator, then either party shall petition the Delaware Chancery Court to appoint a third arbitrator. Unless the parties mutually agree otherwise, any arbitrator selected shall be familiar with commercial disputes. The final decision will be that of the sole arbitrator or of the majority of arbitrators, and shall be final and binding upon the parties, except as otherwise provided by law. If any party seeks to enforce such party's rights under this Agreement by arbitration or legal proceeding the non-prevailing party shall be responsible for all costs and expenses in connection therewith, including reasonable attorneys' fees and witness fees. Notwithstanding the foregoing, the parties may bring an action in any court in the State of Delaware to enforce an arbitration award pursuant to this Section 5(c).

(d) Assignment. No party to this Agreement may assign this Agreement, or any rights under this Agreement, without obtaining the prior written consent of the other party, which consent may be given or withheld in each party's sole and absolute discretion; provided, however, that no consent shall be required in connection with any assignment of this Agreement (i) by merger or operation of law as long as any successor agrees in writing to be bound by the terms of this Agreement, including, without limitation, Section 4(b), and (ii) to a Permitted Transferee as defined in the Stockholders Agreement by and among, inter alia, NA Casin Holdings and the parties hereto, dated as of the Merger Closing Date.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Delaware.

(f) Miscellaneous. This Agreement sets forth the entire agreement of the parties with respect to the Saliba Put and supersedes any prior or contemporaneous negotiations, understandings or agreements, and there are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement has been duly authorized, executed and delivered by each party hereto and is and will be binding and enforceable against each party. No breach of this Agreement can be waived unless in writing. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by both parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same original agreement. Each party been advised to engage, and has engaged, its own counsel (whether in-house or external) and any other advisors it deems necessary and appropriate. By reason of its business or financial experience, or by reason of the business or financial experience of its own attorneys, accountants and financial advisors, each party is capable of evaluating the risks and merits of this Agreement.

(g) Commercial Cooperation. Saliba shall use its commercially reasonable efforts to cooperate with NA Casin Holdings in developing marketing and other expansion initiatives for CHX Holdings in China and the U.S.

(h) Rights Regarding Shares. The parties acknowledge and agree that all times prior to the Closing Date, Saliba shall retain full ownership of, and full authority with respect to the voting of, the Saliba Shares, and neither NA Casin Holdings nor any Third Party shall have any ownership of, or any authority with respect to the voting of, the Saliba Shares at any time prior to the Closing Date.

(i) Severability. It is the express intention of the parties that the agreements contained herein shall have the widest application possible. If any agreement contained herein is found by an arbitrator or court having jurisdiction to be unreasonable in scope or character, the agreement shall not be rendered unenforceable thereby, but rather the scope or character of such agreement shall be deemed reduced or modified with retroactive effect to render such agreement reasonable and such agreement shall be enforced as thus modified. If the arbitrator or court having jurisdiction will not review the agreement, then the parties shall mutually agree to revise the unenforceable provision to as close as permitted by law to the provision declared unenforceable. The parties further agree that in the event an arbitrator or court having jurisdiction determines, despite the express intent of the parties, that any portion of any covenant or agreement contained herein is not enforceable, the remaining provisions of this Agreement shall nonetheless remain valid and enforceable.

(j) Releases. The parties hereto agree that from and after the execution of this Agreement, Casin Group shall have no further obligations of any kind under the Put Agreement or this Agreement, and all such obligations are hereby waived and released by each of Saliba and NA Casin Holdings. The parties hereto agree that, from and after the execution of this Agreement, Saliba and NA Casin Holdings shall have no further obligations of any kind under the Put Agreement or this Agreement to Casin Group, and all such obligations are hereby waived and released by Casin Group.

[*Signature Page Follows*]

Exhibit 5K
All text is new

SECOND AMENDED AND RESTATED PUT AGREEMENT

SECOND AMENDED AND RESTATED PUT AGREEMENT, dated as of October 24, 2017 (the "Agreement"), by and among North American Casin Group, Inc., a Delaware corporation ("Casin Group"), North America Casin Holdings, Inc., a Delaware corporation ("NA Casin Holdings") and Raptor Holdco LLC, a Delaware limited liability company ("Raptor").

WHEREAS, NA Casin Holdings is party to that certain Agreement and Plan of Merger, dated as of February 4, 2016 (the "Merger Agreement"), as amended, pursuant to which Exchange Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of NA Casin Holdings shall be merged with and into CHX Holdings, Inc., a Delaware corporation ("CHX Holdings"), with CHX Holdings surviving as a wholly owned subsidiary of NA Casin Holdings (the "Merger") as of the closing date of the Merger (the "Merger Closing Date");

WHEREAS, NA Casin Holdings and Casin Group are parties to that certain Amended and Restated Subscription Agreement, dated as of October 24, 2017, (the "Casin Group Subscription Agreement"), pursuant to which Casin Group will purchase 7,830 shares of NA Casin Holdings on the Merger Closing Date;

WHEREAS, NA Casin Holdings and Raptor are parties to that certain Second Amended and Restated Subscription Agreement, dated as of the date hereof (the "Raptor Subscription Agreement"), pursuant to which Raptor will purchase 6,750 shares of NA Casin Holdings on the Merger Closing Date (the "Raptor Shares");

WHEREAS, Casin Group and Raptor entered into that certain Put Agreement, dated as of July 8, 2016, which was amended and restated pursuant to the Amended and Restated Put Agreement dated December 1, 2016 (as so amended, the "Put Agreement"), pursuant to which Raptor was granted the right (the "Raptor Put") to require NA Casin Holdings to purchase (or arrange for a third party to purchase) the Raptor Shares from Raptor on the terms and conditions set forth in the Put Agreement; and

WHEREAS, NA Casin Holdings, Casin Group and Raptor desire to amend and restate the Put Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, NA Casin Holdings, Casin Group and Raptor hereby agree as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Raptor Subscription Agreement.

SECTION 2. Raptor Put.

(a) Commencing on the second anniversary of the Merger Closing Date, and continuing for a period of thirty (30) days thereafter (the "Put Period"), Raptor shall have the right to require NA Casin Holdings to either repurchase or identify a Third Party Purchaser (defined below) to purchase all or a portion of the Raptor Shares specified by Raptor for the Put Price (defined below) by giving written notice (the "Put Notice") to NA Casin Holdings in the manner required by this Agreement during the Put Period (the effective date of delivery of the Put Notice being referred to in this Agreement as the "Exercise Date").

(b) The "Put Price" shall be an amount equal to (i) the total number of Raptor ~~Initial~~ Shares that Raptor determines to sell, multiplied by (ii) the sum of the Average Price per Raptor Share, plus (iii) the amount of the Preferred Return with respect to such Raptor Shares.

(c) The "Preferred Return" shall mean [●]% of the Average Price per Raptor Share per year, compounded annually through the Closing Date (defined below), less any distributions previously paid by NA Casin Holdings to the holder of the Raptor Shares in respect thereof.

(d) The "Average Price" shall mean (i) the total purchase price paid by Raptor to acquire all Raptor Shares divided by (ii) the total number of shares acquired by Raptor from NA Casin Holdings.

(e) At any time prior to the Closing Date (as defined below), NA Casin Holdings may elect to identify a third party purchaser (the "Third Party Purchaser") to purchase all or a portion of the Raptor Shares in accordance with this Agreement (the "Third Party Purchase"). The Third Party Purchase must occur by or before the Closing Date, and any difference between the Put Price minus the price paid by the Third Party Purchaser (the "Third Party Purchase Price") shall be paid by NA Casin Holdings on the Closing Date (the "Third Party Purchase Price Adjustment").

SECTION 3. Closing.

(a) The closing of the purchase and sale of the Raptor Shares pursuant to this Agreement and payment shall take place on a date (the "Closing Date") selected by NA Casin Holdings or the Third Party Purchaser, which date shall not be later than the third anniversary of the Merger Closing Date, subject to Section 3(c) below. NA Casin Holdings shall notify Raptor of the Closing Date by written notice delivered to Raptor no later than twenty (20) days prior to the Closing Date. The closing will take place at 10:00 A.M. on the Closing Date at such location in the United States as NA Casin Holdings and Raptor may agree to in writing.

(b) At the closing and upon NA Casin Holdings' receipt of such documentation as NA Casin Holdings and the Third Party Purchaser may reasonably require evidencing the transfer of the Raptor Shares and all associated ownership and management rights, free and clear of all liens, claims and encumbrances (other than those imposed by the Stockholders' Agreement): (i) NA Casin Holdings shall pay the Put Price on the Raptor Shares it repurchases; or (ii) Third Party Purchaser shall pay the Third Party Purchase Price and NA Casin Holdings shall pay the Third Party Purchase Price Adjustment on the Raptor Shares the Third Party Purchaser purchases, as applicable, to Raptor by wire transfer of funds all as set forth by Raptor in a written notice (the "Consideration Notice") delivered by Raptor to NA Casin Holdings no later than five (5) business days prior to the Closing Date.

(c) Notwithstanding the foregoing, NA Casin Holdings and Raptor agree that, should any authorization or approval or other action by, or notice to or filing with, any Governmental Authority or regulatory body be required for the consummation of the transactions contemplated hereby, the Closing Date may be extended beyond the third anniversary of the Merger Closing Date to the extent necessary to satisfy any requirements under this Section 3(c), and the parties covenant to use their reasonable best efforts to promptly execute and deliver all further instruments and documents and take all further actions as may be necessary to satisfy any requirements under this Section 3(c) by the Closing Date.

SECTION 4. Financing.

(a) NA Casin Holdings represents and warrants to Raptor that, as of the Effective Date, NA Casin Holdings has sufficient funds legally available to pay the Put Price.

(b) NA Casin Holdings covenants and agrees that from and after the Merger Closing Date until the earlier of the expiration of the Raptor Put pursuant to Section 2(a) and the payment by NA Casin Holdings of its obligations hereunder, NA Casin Holdings will maintain a minimum net worth of [●] and cash and cash equivalents in a bank account located in the United States of not less than (A) [●] at all times prior to the second anniversary of the date hereof and (B) [●] on and after the second anniversary of the date hereof.

SECTION 5. General Terms and Conditions.

(a) Notices. All notices required or permitted under this Agreement, including the Put Notice and the Consideration Notice, shall be in writing and shall be effective upon receipt if delivered personally, by courier or via overnight delivery service, or two (2) business days after being deposited with the U.S. Postal Service as Certified or Registered mail, return receipt requested and postage prepaid. All notices shall be addressed as follows:

If to Raptor, to the address set forth on the signature page hereto;

If to NA Casin Holdings:

[●]
Attn: Jay Lu

with a copy to:

[●]
Attention: Peter J. Rooney, Esq.

(b) Conditions to NA Casin Holdings Obligations. The obligations of NA Casin Holdings to acquire the Raptor Shares shall be subject to the following conditions precedent:

(i) No lawsuit or legal action shall be currently pending against Raptor by any person, other than NA Casin Holdings, its affiliates, Casin Group or any other shareholder of NA Casin Holdings, seeking to prevent Raptor from transferring the Raptor Shares.

(ii) Raptor shall not be insolvent or be the subject of a bankruptcy petition under the United States Bankruptcy Code; and

(iii) Raptor shall not have transferred the Raptor Shares to a third party.

(c) Arbitration. If any controversy or claim arising out of this Agreement cannot be resolved by the parties, such controversy or claim shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association governing commercial disputes. Such matters shall be arbitrated in Wilmington, Delaware, and, for purposes of this Agreement, each party consents to arbitration in such place. Arbitration proceedings shall commence when any party notifies the other that a dispute to which arbitration applies exists and requests that the dispute be arbitrated. If the parties to a dispute cannot, within thirty (30) days after the date arbitration proceedings commence, mutually agree upon an arbitrator or arbitrators to settle their dispute, each party to the dispute shall select an arbitrator. The two

arbitrators shall, within fifteen (15) days after the appointment of the last arbitrator, select a third arbitrator and the three arbitrators shall determine the matter. Each arbitrator shall act impartially. If for any reason an arbitrator is not appointed within the time provided or the arbitrators appointed by the parties cannot agree upon a third arbitrator, then either party shall petition the Delaware Chancery Court to appoint a third arbitrator. Unless the parties mutually agree otherwise, any arbitrator selected shall be familiar with commercial disputes. The final decision will be that of the sole arbitrator or of the majority of arbitrators, and shall be final and binding upon the parties, except as otherwise provided by law. If any party seeks to enforce such party's rights under this Agreement by arbitration or legal proceeding the non-prevailing party shall be responsible for all costs and expenses in connection therewith, including reasonable attorneys' fees and witness fees. Notwithstanding the foregoing, the parties may bring an action in any court in the State of Delaware to enforce an arbitration award pursuant to this Section 5(c).

(d) Assignment. No party to this Agreement may assign this Agreement, or any rights under this Agreement, without obtaining the prior written consent of the other party, which consent may be given or withheld in each party's sole and absolute discretion; provided, however, that no consent shall be required in connection with any assignment of this Agreement (i) by merger or operation of law as long as any successor agrees in writing to be bound by the terms of this Agreement, including, without limitation, Section 4(b), and (ii) to a Permitted Transferee as defined in the Stockholders Agreement by and among, inter alia, NA Casin Holdings and the parties hereto, dated as of the Merger Closing Date.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Delaware.

(f) Miscellaneous. This Agreement sets forth the entire agreement of the parties with respect to the Raptor Put and supersedes any prior or contemporaneous negotiations, understandings or agreements, and there are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement has been duly authorized, executed and delivered by each party hereto and is and will be binding and enforceable against each party. No breach of this Agreement can be waived unless in writing. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by both parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same original agreement. Each party been advised to engage, and has engaged, its own counsel (whether in-house or external) and any other advisors it deems necessary and appropriate. By reason of its business or financial experience, or by reason of the business or financial experience of its own attorneys, accountants and financial advisors, each party is capable of evaluating the risks and merits of this Agreement.

(g) Rights Regarding Shares. The parties acknowledge and agree that all times prior to the Closing Date, Raptor shall retain full ownership of, and full authority with respect to the voting of, the Raptor Shares, and neither NA Casin Holdings nor any Third Party shall have any ownership of, or any authority with respect to the voting of, the Raptor Shares at any time prior to the Closing Date.

(h) Severability. It is the express intention of the parties that the agreements contained herein shall have the widest application possible. If any agreement contained herein is found by an arbitrator or court having jurisdiction to be unreasonable in scope or character, the agreement shall not be rendered unenforceable thereby, but rather the scope or character of such agreement shall be deemed reduced or modified with retroactive effect to render such agreement reasonable and such agreement shall be enforced as thus modified. If the arbitrator or court having jurisdiction will not review the agreement, then the parties shall mutually agree to revise the unenforceable provision to as close as permitted by law to the provision declared unenforceable. The parties further agree that in the event an arbitrator or court having jurisdiction determines, despite the express intent of the parties, that any portion of any covenant or agreement contained herein is not enforceable, the remaining provisions of this Agreement shall nonetheless remain valid and enforceable.

(i) Releases. The parties hereto agree that from and after the execution of this Agreement, Casin Group shall have no further obligations of any kind under this Agreement, and all such obligations are hereby waived and released by each of Raptor and NA Casin Holdings. The parties hereto agree that, from and after the execution of this Agreement, Raptor and NA Casin Holdings shall have no further obligations of any kind under this Agreement to Casin Group, and all such obligations are hereby waived and released by Casin Group.

[*Signature Page Follows*]

Exhibit 5L
All text is new

PUT AGREEMENT

PUT AGREEMENT ("Put Agreement"), dated as of October 23, 2017 (the "Agreement"), by and among North American Casin Group, Inc., a Delaware corporation ("Casin Group"), North America Casin Holdings, Inc., a Delaware corporation ("NA Casin Holdings") and Penserra Securities LLC, a New York limited liability company, ("Penserra").

WHEREAS, NA Casin Holdings is party to that certain Agreement and Plan of Merger, dated as of February 4, 2016 (the "Merger Agreement"), as amended, pursuant to which Exchange Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of NA Casin Holdings shall be merged with and into CHX Holdings, Inc., a Delaware corporation ("CHX Holdings"), with CHX Holdings surviving as a wholly owned subsidiary of NA Casin Holdings (the "Merger") as of the closing date of the Merger (the "Merger Closing Date");

WHEREAS, NA Casin Holdings and Casin Group are parties to that certain Amended and Restated Subscription Agreement, dated as of October 23, 2017, (the "Casin Group Subscription Agreement"), pursuant to which Casin Group will purchase 7,830 shares of NA Casin Holdings on the Merger Closing Date;

WHEREAS, NA Casin Holdings and Penserra are parties to that certain Amended and Restated Subscription Agreement, dated as the date hereof (the "Penserra Subscription Agreement"), pursuant to which Penserra will purchase 589 shares of NA Casin Holdings on the Merger Closing Date (the "Penserra Shares");

WHEREAS, Casin Group, NA Casin Holdings and Penserra desire to grant Penserra the right (the "Penserra Put") to require NA Casin Holdings to purchase (or arrange for a third party to purchase) the Penserra Shares from Penserra on the terms and conditions set forth in the Put Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, NA Casin Holdings, Casin Group and Penserra hereby agree as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Penserra Subscription Agreement.

SECTION 2. Penserra Put.

(a) Commencing on the second anniversary of the Merger Closing Date, and continuing for a period of thirty (30) days thereafter (the "Put Period"),

Penserra shall have the right to require NA Casin Holdings to either repurchase or identify a Third Party Purchaser (defined below) to purchase all or a portion of the Penserra Shares specified by Penserra for the Put Price (defined below) by giving written notice (the "Put Notice") to NA Casin Holdings in the manner required by this Agreement during the Put Period (the effective date of delivery of the Put Notice being referred to in this Agreement as the "Exercise Date").

(b) The "Put Price" shall be an amount equal to (i) the total number of Penserra Shares that Penserra determines to sell, multiplied by (ii) the sum of the Average Price per Penserra Share, plus (iii) the amount of the Preferred Return with respect to such Penserra Shares.

(c) The "Preferred Return" shall mean [●]% of the Average Price per Penserra Share per year, compounded annually through the Closing Date (defined below), less any distributions previously paid by NA Casin Holdings to the holder of the Penserra Shares in respect thereof.

(d) The "Average Price" shall mean (i) the total purchase price paid by Penserra to acquire all Penserra Shares divided by (ii) the total number of shares acquired by Penserra from NA Casin Holdings.

(e) At any time prior to the Closing Date (as defined below), NA Casin Holdings may elect to identify a third party purchaser (the "Third Party Purchaser") to purchase all or a portion of the Penserra Shares in accordance with this Agreement (the "Third Party Purchase"). The Third Party Purchase must occur by or before the Closing Date, and any difference between the Put Price minus the price paid by the Third Party Purchaser (the "Third Party Purchase Price") shall be paid by NA Casin Holdings on the Closing Date (the "Third Party Purchase Price Adjustment").

SECTION 3. Closing.

(a) The closing of the purchase and sale of the Penserra Shares pursuant to this Agreement and payment shall take place on a date (the "Closing Date") selected by NA Casin Holdings or the Third Party Purchaser, which date shall not be later than the third anniversary of the Merger Closing Date, subject to Section 3(c) below. NA Casin Holdings shall notify Penserra of the Closing Date by written notice delivered to Penserra no later than twenty (20) days prior to the Closing Date. The closing will take place at 10:00 A.M. on the Closing Date at such location in the United States as NA Casin Holdings and Penserra may agree to in writing.

(b) At the closing and upon NA Casin Holdings' receipt of such documentation as NA Casin Holdings and the Third Party Purchaser may reasonably require evidencing the transfer of the Penserra Shares and all associated ownership and management rights, free and clear of all liens, claims and encumbrances (other than those imposed by the Stockholders' Agreement): (i) NA Casin Holdings shall pay the Put Price on the Penserra Shares it repurchases; or (ii) Third Party Purchaser shall pay the Third Party Purchase Price

and NA Casin Holdings shall pay the Third Party Purchase Price Adjustment on the Penserra Shares the Third Party Purchaser purchases, as applicable, to Penserra by wire transfer of funds all as set forth by Penserra in a written notice (the "Consideration Notice") delivered by Penserra to NA Casin Holdings no later than five (5) business days prior to the Closing Date.

(c) Notwithstanding the foregoing, NA Casin Holdings and Penserra agree that, should any authorization or approval or other action by, or notice to or filing with, any Governmental Authority or regulatory body be required for the consummation of the transactions contemplated hereby, the Closing Date may be extended beyond the third anniversary of the Merger Closing Date to the extent necessary to satisfy any requirements under this Section 3(c), and the parties covenant to use their reasonable best efforts to promptly execute and deliver all further instruments and documents and take all further actions as may be necessary to satisfy any requirements under this Section 3(c) by the Closing Date.

SECTION 4. Financing.

(a) NA Casin Holdings represents and warrants to Penserra that, as of the Effective Date, NA Casin Holdings has sufficient funds legally available to pay the Put Price.

(b) NA Casin Holdings covenants and agrees that from and after the Merger Closing Date until the earlier of the expiration of the Penserra Put pursuant to Section 2(a) and the payment by NA Casin Holdings of its obligations hereunder, NA Casin Holdings will maintain a minimum net worth of [●] and cash and cash equivalents in a bank account located in the United States of not less than (A) [●] at all times prior to the second anniversary of the date hereof and (B) [●] on and after the second anniversary of the date hereof.

SECTION 5. General Terms and Conditions.

(a) Notices. All notices required or permitted under this Agreement, including the Put Notice and the Consideration Notice, shall be in writing and shall be effective upon receipt if delivered personally, by courier or via overnight delivery service, or two (2) business days after being deposited with the U.S. Postal Service as Certified or Registered mail, return receipt requested and postage prepaid. All notices shall be addressed as follows:

If to Penserra, to the address set forth on the signature page hereto;

If to NA Casin Holdings:

[●]

Attn: Jay Lu

with a copy to:

[●]
Attention: Peter J. Rooney, Esq.

(b) Conditions to NA Casin Holdings Obligations. The obligations of NA Casin Holdings to acquire the Penserra Shares shall be subject to the following conditions precedent:

(i) No lawsuit or legal action shall be currently pending against Penserra by any person, other than NA Casin Holdings, its affiliates, Casin Group or any other shareholder of NA Casin Holdings, seeking to prevent Penserra from transferring the Penserra Shares.

(ii) Penserra shall not be insolvent or be the subject of a bankruptcy petition under the United States Bankruptcy Code; and

(iii) Penserra shall not have transferred the Penserra Shares to a third party.

(c) Arbitration. If any controversy or claim arising out of this Agreement cannot be resolved by the parties, such controversy or claim shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association governing commercial disputes. Such matters shall be arbitrated in Wilmington, Delaware, and, for purposes of this Agreement, each party consents to arbitration in such place. Arbitration proceedings shall commence when any party notifies the other that a dispute to which arbitration applies exists and requests that the dispute be arbitrated. If the parties to a dispute cannot, within thirty (30) days after the date arbitration proceedings commence, mutually agree upon an arbitrator or arbitrators to settle their dispute, each party to the dispute shall select an arbitrator. The two arbitrators shall, within fifteen (15) days after the appointment of the last arbitrator, select a third arbitrator and the three arbitrators shall determine the matter. Each arbitrator shall act impartially. If for any reason an arbitrator is not appointed within the time provided or the arbitrators appointed by the parties cannot agree upon a third arbitrator, then either party shall petition the Delaware Chancery Court to appoint a third arbitrator. Unless the parties mutually agree otherwise, any arbitrator selected shall be familiar with commercial disputes. The final decision will be that of the sole arbitrator or of the majority of arbitrators, and shall be final and binding upon the parties, except as otherwise provided by law. If any party seeks to enforce such party's rights under this Agreement by arbitration or legal proceeding the non-prevailing party shall be responsible for all costs and expenses in connection therewith, including reasonable attorneys' fees and witness fees. Notwithstanding the foregoing, the parties may bring an action in any court in the State of Delaware to enforce an arbitration award pursuant to this Section 5(c).

(d) Assignment. No party to this Agreement may assign this Agreement, or any rights under this Agreement, without obtaining the prior written consent of the other party, which consent may be given or withheld in each party's sole and absolute discretion; provided, however, that no consent shall be required in connection with any assignment of this Agreement (i) by merger or operation of law as long as any successor agrees in writing to be bound by the terms of this Agreement, including, without limitation, Section 4(b), and (ii) to a Permitted Transferee as defined in the Stockholders Agreement by and among, inter alia, NA Casin Holdings and the parties hereto, dated as of the Merger Closing Date.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Delaware.

(f) Miscellaneous. This Agreement sets forth the entire agreement of the parties with respect to the Penserra Put and supersedes any prior or contemporaneous negotiations, understandings or agreements, and there are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement has been duly authorized, executed and delivered by each party hereto and is and will be binding and enforceable against each party. No breach of this Agreement can be waived unless in writing. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by both parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same original agreement. Each party been advised to engage, and has engaged, its own counsel (whether in-house or external) and any other advisors it deems necessary and appropriate. By reason of its business or financial experience, or by reason of the business or financial experience of its own attorneys, accountants and financial advisors, each party is capable of evaluating the risks and merits of this Agreement.

(g) Rights Regarding Shares. The parties acknowledge and agree that all times prior to the Closing Date, Penserra shall retain full ownership of, and full authority with respect to the voting of, the Penserra Shares, and neither NA Casin Holdings nor any Third Party shall have any ownership of, or any authority with respect to the voting of, the Penserra Shares at any time prior to the Closing Date.

(h) Severability. It is the express intention of the parties that the agreements contained herein shall have the widest application possible. If any agreement contained herein is found by an arbitrator or court having jurisdiction to be unreasonable in scope or character, the agreement shall not be rendered unenforceable thereby, but rather the scope or character of such agreement shall be deemed reduced or modified with retroactive effect to render such agreement reasonable and such agreement shall be enforced as thus modified. If the arbitrator or court having jurisdiction will not review

the agreement, then the parties shall mutually agree to revise the unenforceable provision to as close as permitted by law to the provision declared unenforceable. The parties further agree that in the event an arbitrator or court having jurisdiction determines, despite the express intent of the parties, that any portion of any covenant or agreement contained herein is not enforceable, the remaining provisions of this Agreement shall nonetheless remain valid and enforceable.

(i) Releases. The parties hereto agree that from and after the execution of this Agreement, Casin Group shall have no further obligations of any kind under this Agreement, and all such obligations are hereby waived and released by each of Penserra and NA Casin Holdings. The parties hereto agree that, from and after the execution of this Agreement, Penserra and NA Casin Holdings shall have no further obligations of any kind under this Agreement to Casin Group, and all such obligations are hereby waived and released by Casin Group.

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