

Exhibit 5K
All text is new

AMENDED AND RESTATED PUT AGREEMENT

AMENDED AND RESTATED PUT AGREEMENT, dated as of November [●], 2016 (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"), 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 Subscription Agreement, dated as of May 11, 2016, (the "Casin Group Subscription Agreement"), pursuant to which Casin Group will purchase 5,448 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 Subscription Agreement, dated as of July 8, 2016, (the "Raptor Subscription Agreement"), pursuant to which Raptor will purchase 3,200.5 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 (the "Put Agreement"), pursuant to which Raptor was granted the right (the "Raptor Put") to require Casin Group 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 set forth in this Agreement;

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) the sum of [●] per Raptor Initial Share, plus (C) 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 the Raptor Initial Shares (A) [●] 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) 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) [●] 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]