UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): May 14, 2015

CAPITOL ACQUISITION CORP. II
(Exact Name of Registrant as Specified in Charter)

Delaware	001-35898	27-4749725
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

509 7 th Street, N.W., Washington, D.C.	20004
(Address of Principal Executive Offices)	(Zip Code)

(202) 654-7060
(Registrant’s Telephone Number, Including Area Code)

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

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

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

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth under item 5.07 is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information set forth under item 5.07 is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On May 14, 2015, Capitol Acquisition Corp. II (the "Company" or "Capitol") held a special meeting of stockholders (the "Meeting"). At the Meeting, the stockholders approved the following items: (i) an amendment to the Company's Amended and Restated Certificate of Incorporation (the "Charter") to extend the date by which Capitol has to consummate a business combination (the "Extension") to July 31, 2015 (the "Extension Amendment") and (ii) an amendment to the Charter to allow the holders of the shares of Capitol common stock issued in the Company's initial public offering (the "IPO," and such shares, the "public shares") to elect to convert their public shares into their pro rata portion of the funds held in the trust account established at the time of the IPO (the "trust account") if the Extension is implemented (the "Conversion Amendment"). The affirmative vote of holders of a majority of the issued and outstanding shares of the Company was required to approve each of the proposals. The purpose of the Extension was to allow the Company more time to complete its previously announced proposed business combination with Lindblad Expeditions, Inc. ("Lindblad").

Set forth below are the final voting results for each of the proposals:

Extension Amendment

The Extension Amendment was approved. The voting results were as follows:

For	Against	Abstentions	Broker Non-Votes
22,303,162	0	500	0

Conversion Amendment

The Conversion Amendment was approved. The voting results were as follows:

For	Against	Abstentions	Broker Non-Votes
22,303,162	0	500	0

At the meeting, a stockholder holding 28 public shares properly exercised his right to convert his public shares into a pro rata portion of the trust account at a conversion price of $10.00 per share, or an aggregate of $280. Capitol will promptly distribute such amount from the trust account to the holder of such shares. The remaining amount of approximately $200 million in the trust account, including interest earned on the funds in trust, can be used in connection with the business combination with Lindblad.

Promptly after completion of the Meeting, on May 14, 2015, the Company filed with the Secretary of State of the State of Delaware an amendment to the Charter (the "Charter Amendment") setting forth the Extension Amendment and the Conversion Amendment, a copy of which is attached as Exhibit 3.1 hereto and is incorporated by reference herein.

Also promptly after completion of the Meeting, on May 14, 2015, the Company entered into Amendment No. 1 (the "IMTA Amendment") to the Investment Management Trust Agreement, dated as of May 10, 2013 (as amended, the "Trust Agreement"), between the Company and Continental Stock Transfer & Trust Company. The IMTA Amendment extends the termination date set forth in the Trust Agreement to reflect the Extension and permits liquidation and distribution of the trust account to the extent necessary to convert the 28 shares into cash as described above. A copy of the IMTA Amendment is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

The foregoing summaries of the Charter Amendment and the IMTA Amendment are qualified in their entirety by reference to the text of the Charter Amendment and the IMTA Amendment.

Additional Information

Capitol has filed a preliminary proxy statement with the Securities and Exchange Commission ("SEC") in connection with its previously announced business combination with Lindblad. Stockholders of Capitol and other interested persons are advised to read the preliminary proxy statement and, when available, the definitive proxy statement in connection with Capitol's solicitation of proxies for the special meeting being held to approve the business combination because the proxy statement will contain important information. Such persons can also read Capitol's final prospectus, dated May 10, 2013, and Capitol's annual report on Form 10-K for the fiscal year ended December 31, 2014 for a description of the security holdings of the Capitol officers and directors and their interests as security holders in the successful consummation of the proposed business combination. The definitive proxy statement will be mailed to security holders of Capitol as of a record date to be established for voting on the proposed business combination. Security holders will also be able to obtain a copy of the definitive proxy statement, without charge, by directing a request to: Capitol Acquisition Corp. II, 509 7th Street, N.W., Washington, D.C 20004. The preliminary proxy statement and the definitive proxy statement, once available, and the final prospectus and annual report on Form 10-K can also be obtained, without charge, at the SEC's internet site (http://www.sec.gov).

Item 7.01. Regulation FD Disclosure.

On May 14, 2015, the Company issued a press release announcing the Extension. A copy of the press release is attached to this report as Exhibit 99.1.

The information under this Item 7.01, including the exhibit attached hereto, is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 . Financial Statements, Pro Forma Financial Information and Exhibits.

(d) Exhibits:

Exhibit	Description
3.1	Original Amended and Restated Certificate of Incorporation of Capitol Acquisition Corp. II.
3.2	Amendment to Amended and Restated Certificate of Incorporation of Capitol Acquisition Corp. II.
10.1	Amendment No. 1, dated as of May 14, 2015, to Investment Management Trust Agreement, dated as of May 10, 2013, by and among Capitol Acquisition Corp. II and Continental Stock Transfer & Trust Company.
99.1	Press release dated May 14, 2015.

SIGNATURE

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

Dated: May 14, 2015	CAPITOL ACQUISITION CORP. II
	By: /s/ Mark D. Ein
	Mark D. Ein
	Chief Executive Officer

Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

CAPITOL ACQUISITION CORP. II

Pursuant to Section 245 of the
General Corporation Law of the State of Delaware

CAPITOL ACQUISITION CORP. II, a corporation existing under the laws of the State of Delaware (the "Corporation"), by its Chief Executive Officer, hereby certifies as follows:

1. The name of the Corporation is "Capitol Acquisition Corp. II."

2. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on August 9, 2010.

3. This Amended Restated Certificate of Incorporation restates, integrates and amends the Certificate of Incorporation of the Corporation.

4. This Amended and Restated Certificate of Incorporation was duly adopted by joint written consent of the directors and stockholders of the Corporation in accordance with the applicable provisions of Sections 141(f), 228, 242 and 245 of the General Corporation Law of the State of Delaware ("GCL").

5. The text of the Certificate of Incorporation of the Corporation is hereby amended and restated to read in full as follows:

FIRST: The name of the corporation is Capitol Acquisition Corp. II (hereinafter sometimes referred to as the "Corporation").

SECOND: The registered office of the Corporation is to be located at 615 S. DuPont Hwy., Kent County, Dover, Delaware. The name of its registered agent at that address is National Corporate Research, Ltd.

THIRD: The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the GCL.

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 201,000,000 of which 200,000,000 shares shall be Common Stock of the par value of $0.0001 per share and 1,000,000 shares shall be Preferred Stock of the par value of $0.0001 per share.

A. Preferred Stock . The Board of Directors is expressly granted authority to issue shares of the Preferred Stock, in one or more series, and to fix for each such series such voting powers, full or limited, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such series (a "Preferred Stock Designation") and as may be permitted by the GCL. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

B. Common Stock . Except as otherwise required by law or as otherwise provided in any Preferred Stock Designation, the holders of the Common Stock shall exclusively possess all voting power and each share of Common Stock shall have one vote.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

Name	Address
Jeffrey M. Gallant	Graubard Miller The Chrysler Building 405 Lexington Avenue New York, New York 10174

SIXTH: The introduction and the following provisions (A) through (J) of this Article Sixth shall apply during the period commencing upon the filing of this Certificate of Incorporation and terminating upon the consummation of any "Business Combination," and may not be amended during the "Target Business Acquisition Period" (defined below). A "Business Combination" shall mean any merger, share exchange, asset acquisition, stock purchase, recapitalization, reorganization or other similar Business Combination involving the Corporation and one or more businesses or entities ("Target Business" or "Target Businesses"). The Business Combination of one or more Target Businesses must together have a fair market value of at least 80% of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on the income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination. If the Corporation acquires less than 100% of the equity interests or assets of a Target Business, the portion of such Target Business that the Corporation acquires is what will be valued for purposes of the 80% of net assets test. Additionally, if the Corporation acquires less than 100% of the equity interests or assets of a Target Business or Businesses in a Business Combination, the Corporation will not enter into a Business Combination unless either the Corporation or its public stockholders acquire at least a controlling interest in the Target Business (meaning not less than 50.1% of the voting equity interests in the Target Business or all or substantially all of the assets of such Target Business). The aggregate fair market value of the portion of the Target Business or Businesses acquired by the Corporation shall be equal to at least 80% of the balance in the Trust Account (excluding deferred underwriting discounts and commissions) at the time of such acquisition.

The “fair market value” for purposes of this Article Sixth will be determined by the Board of Directors of the Corporation based upon one or more standards generally accepted by the financial community (such as actual and potential sales, earnings, cash flow and/or book value). If the Board of Directors is unable to independently determine the fair market value of the Target Business, the Corporation will obtain an opinion from an independent investment banking firm that is a member of the Financial Industry Regulatory Authority (“FINRA”) with respect to the satisfaction of such criteria.

The “Target Business Acquisition Period” shall mean the period from the effectiveness of the registration statement on Form S-1 (“Registration Statement”) filed with the Securities and Exchange Commission (“Commission”) in connection with the Corporation’s initial public offering (“IPO”) up to and including the first to occur of (a) a Business Combination or (b) the Termination Date (defined below).

A. Prior to the consummation of any Business Combination, the Corporation shall submit such Business Combination to its stockholders for approval (“Proxy Solicitation”) pursuant to the proxy rules promulgated under the Securities Exchange Act of 1934, as amended (“Exchange Act”).

B. In connection with any proposed Business Combination, the Corporation will consummate such Business Combination only if a majority of the outstanding shares of Common Stock present and entitled to vote at the meeting to approve the Business Combination are voted for the approval of such Business Combination.

C. Upon consummation of the IPO, the Corporation shall deliver, or cause to be delivered, for deposit into the Trust Account (as defined below) at least $150,000,000 (or $172,050,000 if the underwriters’ over-allotment option is exercised in full), comprising (i) $145,400,000 of the net proceeds of the IPO, including $5,250,000 in Deferred Underwriting Compensation (or $167,450,000 of the net proceeds, including $6,900,000 in Deferred Underwriting Compensation, if the over-allotment option is exercised in full) and (ii) $4,600,000 of the proceeds from the Corporation’s issuance and sale in a private placement of 4,600,000 warrants (the “Sponsors’ Warrants”) issued to its initial stockholders.

D. In the event that a Business Combination is approved in accordance with the above paragraph (B) and is consummated by the Corporation, any holder of shares of Common Stock sold in the IPO ("IPO Shares") who voted on the proposal to approve such Business Combination, whether such holder voted in favor or against such Business Combination, may, contemporaneously with such vote, demand that the Corporation convert his IPO Shares into cash. If so demanded, the Corporation shall, promptly after consummation of the Business Combination, convert such shares into cash at a per share price equal to the quotient determined by dividing (i) the amount then held in the Trust Account (as defined below) less any income taxes owed on such funds but not yet paid, calculated as of two business days prior to the consummation of the Business Combination, by (ii) the total number of IPO Shares then outstanding (such price being referred to as the "Conversion Price"). The Corporation may require any holder of IPO Shares who demands that the Corporation convert such IPO Shares into cash to either tender such holder's certificates to the Corporation's transfer agent at any time prior to the vote taken at the stockholder meeting relating to such Business Combination or to deliver their shares to the transfer agent electronically using the Depository Trust Company's DWAC (Deposit/Withdrawal At Custodian) System at any time prior to the vote taken at the stockholder meeting relating to such Business Combination.

Notwithstanding the foregoing, a holder of IPO Shares, together with any affiliate of his or any other person with whom he is acting in concert or as a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) ("Group") with, will be restricted from demanding conversion with respect to 10% or more of the IPO Shares. Accordingly, all IPO Shares beneficially owned by such holder or any other person with whom such holder is acting in concert or as a Group with in excess of 10% or more of the IPO Shares will remain outstanding following consummation of such Business Combination in the name of the stockholder and not be converted. "Trust Account" shall mean the trust account established by the Corporation at the consummation of its IPO and into which a certain amount of the net proceeds of the IPO is deposited, including any amount that is or will be due and payable as deferred underwriting discounts and commissions (the "Deferred Underwriting Compensation") pursuant to the terms and conditions of the underwriting agreement (the "Underwriting Agreement") to be entered into between the Corporation and the underwriters of the IPO, as well as the proceeds of the Corporation's issuance of sponsors' warrants in a private placement prior to the IPO, all as described in the Registration Statement.

E. The Corporation will not consummate any Business Combination unless it has net tangible assets of at least $5 million upon consummation of such Business Combination.

F. In the event that the Corporation does not consummate a Business Combination by the later of (i) 21 months from the consummation of the IPO or (ii) 24 months from the consummation of the IPO in the event that a letter of intent, agreement in principle or definitive agreement to complete a Business Combination was executed within 21 months from the closing of the IPO but was not completed within such 21-month period (such later date being referred to as the "Termination Date"), the Corporation shall (i) cease all operations except for the purposes of winding up, (ii) as promptly as reasonably possible but not more than ten (10) business days thereafter, redeem 100% of the IPO Shares for cash for a redemption price per share equal to the amount then held in the Trust Account, including the interest earned thereon, less any income or franchise taxes payable, divided by the total number of IPO Shares then outstanding (which redemption will completely extinguish such holders' rights as stockholders, including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to approval of the Corporation's then stockholders and subject to the requirements of the GCL, including the adoption of a resolution by the Board pursuant to Section 275(a) of the GCL finding the dissolution of the Corporation advisable and the provision of such notices as are required by said Section 275(a) of the GCL, dissolve and liquidate the balance of the Corporation's net assets to its remaining stockholders, as part of the Corporation's plan of dissolution and liquidation, subject (in the case of clauses (ii) and (iii) above) to the Corporation's obligations under the GCL to provide for claims of creditors and other requirements of applicable law.

G. A holder of IPO Shares shall be entitled only to receive distributions from the Trust Account in the event (i) he demands conversion of his shares in accordance with paragraph D above in connection with any Proxy Solicitation or (ii) that the Corporation has not consummated a Business Combination by the Termination Date. In no other circumstances shall a holder of IPO Shares have any right or interest of any kind in or to the Trust Account.

H. Unless and until the Corporation has consummated a Business Combination as permitted under this Article Sixth, the Corporation may not consummate any other Business Combination, whether by merger, capital stock exchange, asset acquisition, stock purchase, reorganization or other similar Business Combination, transaction or otherwise. The Corporation shall not consummate a Business Combination with an entity that is affiliated with any of the Corporation's officers, directors or sponsor including (i) an entity that is either a portfolio company of, or has otherwise received a material financial investment from, any private equity fund or investment company (or an affiliate thereof) that is affiliated with any of the foregoing, (ii) an entity in which any of the foregoing or their affiliates are currently passive investors, (iii) an entity in which any of the foregoing or their affiliates are currently officers or directors, or (iv) an entity in which any of the foregoing or their affiliates are currently invested through an investment vehicle controlled by them, unless the Corporation has obtained an opinion from an independent investment banking firm which is a member of FINRA and the approval of a majority of the Corporation's disinterested independent directors that the Business Combination is fair to the Corporation's unaffiliated stockholders from a financial point of view.

I. Prior to a Business Combination, the Board of Directors may not issue (i) any shares of Common Stock or any securities convertible into Common Stock; or (ii) any securities which participate in or are otherwise entitled in any manner to any of the proceeds in the Trust Account or which vote as a class with the Common Stock on a Business Combination.

J. The Board of Directors shall be divided into three classes: Class A, Class B and Class C. The number of directors in each class shall be as nearly equal as possible. At the first election of directors by the incorporator, the incorporator shall elect a Class C director for a term expiring at the Corporation's third Annual Meeting of Stockholders. The Class C director shall then appoint additional Class A, Class B and Class C directors, as necessary. The directors in Class A shall be elected for a term expiring at the first Annual Meeting of Stockholders, the directors in Class B shall be elected for a term expiring at the second Annual Meeting of Stockholders and the directors in Class C shall be elected for a term expiring at the third Annual Meeting of Stockholders. Commencing at the first Annual Meeting of Stockholders, and at each annual meeting thereafter, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Except as the GCL may otherwise require, in the interim between annual meetings of stockholders or special meetings of stockholders called for the election of directors and/or the removal of one or more directors and the filling of any vacancy in that connection, newly created directorships and any vacancies in the Board of Directors, including unfilled vacancies resulting from the removal of directors for cause, may be filled by the vote of a majority of the remaining directors then in office, although less than a quorum (as defined in the Corporation's Bylaws), or by the sole remaining director. All directors shall hold office until the expiration of their respective terms of office and until their successors shall have been elected and qualified. A director elected to fill a vacancy resulting from the death, resignation or removal of a director shall serve for the remainder of the full term of the director whose death, resignation or removal shall have created such vacancy and until his successor shall have been elected and qualified.

SEVENTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. Election of directors need not be by ballot unless the by-laws of the Corporation so provide.

B. The Board of Directors shall have the power, without the assent or vote of the stockholders, to make, alter, amend, change, add to or repeal the by-laws of the Corporation as provided in the by-laws of the Corporation.

C. The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and binding upon the Corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interests, or for any other reason.

D. In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, 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; subject, nevertheless, to the provisions of the statutes of Delaware, of this Certificate of Incorporation, and to any by-laws from time to time made by the stockholders; provided, however, that no by-law so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

EIGHTH: A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended. Any repeal or modification of this paragraph A by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation with respect to events occurring prior to the time of such repeal or modification.

B. The Corporation, to the full extent permitted by Section 145 of the GCL, as amended from time to time, shall indemnify all persons whom it may indemnify pursuant thereto. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative, or investigative action, suit or proceeding for which such officer or director may be entitled to indemnification hereunder shall 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 he is not entitled to be indemnified by the Corporation as authorized hereby.

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Mark D. Ein, its Chief Executive Officer, as of the 10 th day of May, 2013.

/s/ Mark D. Ein

Mark D. Ein, Chief Executive Officer

Exhibit 3.2

AMENDMENT
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
CAPITOL ACQUISITION CORP. II

Pursuant to Section 242 of the

Delaware General Corporation Law

The undersigned, being a duly authorized officer of **CAPITOL ACQUISITION CORP. II** (the "Corporation"), a corporation existing under the laws of the State of Delaware, does hereby certify as follows:

1. The name of the Corporation is Capitol Acquisition Corp. II.

2. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on August 9, 2010, and an Amended and Restated Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on May 10, 2013.

3. This Amendment to the Amended and Restated Certificate of Incorporation amends the Amended and Restated Certificate of Incorporation of the Corporation.

4. This Amendment to the Amended and Restated Certificate of Incorporation was duly adopted by the affirmative vote of the holders of a majority of the stock entitled to vote at a meeting of stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "GCL").

5. The text of Paragraph (f) of ARTICLE SIXTH is hereby amended and restated to read in full as follows:

   In the event that the Corporation does not consummate a Business Combination by July 31, 2015 (such date being referred to as the "Termination Date"), the Corporation shall (i) cease all operations except for the purposes of winding up, (ii) as promptly as reasonably possible but not more than ten (10) business days thereafter, redeem 100% of the IPO Shares for cash for a redemption price per share equal to the amount then held in the Trust Account, including the interest earned thereon, less any income or franchise taxes payable, divided by the total number of IPO Shares then outstanding (which redemption will completely extinguish such holders' rights as stockholders, including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to approval of the Corporation's then stockholders and subject to the requirements of the GCL, including the adoption of a resolution by the Board pursuant to Section 275(a) of the GCL finding the dissolution of the Corporation advisable and the provision of such notices as are required by said Section 275(a) of the GCL, dissolve and liquidate the balance of the Corporation's net assets to its remaining stockholders, as part of the Corporation's plan of dissolution and liquidation, subject (in the case of clauses (ii) and (iii) above) to the Corporation's obligations under the GCL to provide for claims of creditors and other requirements of applicable law.

6. The text of Paragraph (g) of ARTICLE SIXTH is hereby amended and restated to read in full as follows:

   A holder of IPO Shares shall be entitled only to receive distributions from the Trust Account in the event (i) such holder demands conversion of its shares in accordance with paragraph D above in connection with any Proxy Solicitation, (ii) such holder demands conversion of its shares in accordance with an amendment of this Certificate of Incorporation providing for dissenting holders of IPO Shares to demand conversion of such shares prior to the Termination Date or (iii) that the Corporation has not consummated a Business Combination by the Termination Date. In no other circumstances shall a holder of IPO Shares have any right or interest of any kind in or to the Trust Account.

IN WITNESS WHEREOF, I have signed this Amendment to the Amended and Restated Certificate of Incorporation this 14 th day of May, 2015.

By: /s/ L. Dyson Dryden

Name: L. Dyson Dryden

Title: Chief Financial Officer

Exhibit 10.1

AMENDMENT NO. 1 TO

INVESTMENT MANAGEMENT TRUST AGREEMENT

This Amendment No. 1 (this "Amendment"), dated as of May 14, 2015, to the Trust Agreement (as defined below) is made by and among Capitol Acquisition Corp. II, a Delaware corporation (including its successors and assigns, the "SPAC") and Continental Stock Transfer & Trust Company ("Trustee"). All terms used but not defined herein shall have the meanings assigned to them in the Trust Agreement.

WHEREAS, SPAC and the Trustee entered into an Investment Management Trust Agreement dated as of May 10, 2013 (the "Trust Agreement"); and

WHEREAS, Section 1(i) of the Agreement sets forth the terms that govern the liquidation of the Trust Account under the circumstances described therein; and

WHEREAS, at a special meeting of stockholders of the SPAC (the "Special Meeting") held on May 14, 2015, the SPAC stockholders approved (i) a proposal (the "Extension Proposal") to amend the SPAC's amended and restated certificate of incorporation to provide that the date by which SPAC shall be required to effect a Business Combination shall be July 31, 2015 (the "Extension Amendment"), and (ii) a proposal (the "Conversion Proposal") to amend the SPAC's amended and restated certificate of incorporation to allow the holders of shares of common stock issued in the IPO (the "Public Shares") to elect to convert their Public Shares into their pro rata portion of the funds held in the Trust Account if the Extension is implemented (the "Conversion Amendment"); and

WHEREAS, on the date hereof, the SPAC is filing the Extension Amendment and Conversion Amendment with the Secretary of State of the State of Delaware.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 1(i) of the Agreement is hereby amended by deleting the existing Section 1(i) in its entirety and replacing it with the following:

> (i) Commence liquidation of the Trust Account only after and promptly after receipt of, and only in accordance with, the terms of a letter ("Termination Letter"), in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B hereto, (subject in the case of Exhibit B, to the provisions below) signed on behalf of the Company by its Chief Executive Officer, President or Chairman of the Board of Directors and Secretary or Assistant Secretary and affirmed by counsel for the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account only as directed in the Termination Letter and the other documents referred to therein; provided, however, that in the event that a Termination Letter has not been received by the Trustee by July 31, 2015 ("Termination Date"), the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B to the stockholders of record on the Termination Date.

2. A new Section 1(j) of the Agreement is hereby added as follows:

(j) Effect conversions of shares held by Public Stockholders (the "Converting Stockholders") that properly sought conversion of such shares at the Company's Special Meeting of Stockholders held on May 14, 2015 and tendered such shares to the Trustee prior to the vote at such meeting ("Tendered Shares"), at a conversion price of $10.00 per share, by liquidating a sufficient portion of the Trust Account to pay the aggregate amount for the Tendered Shares and distributing such amount to the Converting Stockholders, only after and promptly after receipt of, and only in accordance with, the terms of a letter, in a form substantially similar to that attached hereto as Exhibit E hereto, signed on behalf of the Company by its Chief Executive Officer, President or Chairman of the Board of Directors and Secretary or Assistant Secretary.

3. The first sentence of Section 3(b) of the Agreement is hereby amended by deleting the existing sentence in its entirety and replacing it with the following:

Subject to the provisions of Section 7(h) of this Agreement, hold the Trustee harmless and indemnify the Trustee from and against, any and all expenses, including reasonable counsel fees and disbursements, or loss suffered by the Trustee in connection with any claim, potential claim, action, suit or other proceeding brought against the Trustee involving any claim, or in connection with any claim or demand which in any way arises out of or relates to this Agreement, the services of the Trustee hereunder, or the Property or any income earned from investment of the Property, including any claim arising from any amendment of this Agreement, except for expenses and losses resulting from the Trustee's gross negligence, fraud or willful misconduct.

4. Section 7(c) of the Agreement is hereby amended by deleting the existing Section 7(c) in its entirety and replacing it with the following:

(c) This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement or any provision hereof may only be changed, amended or modified by a writing signed by each of the parties hereto; provided, however, that no such change, amendment or modification may be made without the prior written consent of the Representatives. As to any claim, cross-claim or counterclaim in any way relating to this Agreement, each party waives the right to trial by jury.

5. A new Exhibit E attached hereto is hereby added to the Agreement immediately following Exhibit D of the Agreement.

6. All other provisions of the Agreement shall remain unaffected by the terms hereof.

7. This Amendment may be signed in any number of counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument. A facsimile signature shall be deemed to be an original signature for purposes of this Amendment.

8. This Amendment is intended to be in full compliance with the requirements for an Amendment to the Agreement as required by Section 7(c) of the Agreement, and every defect in fulfilling such requirements for an effective amendment to the Agreement is hereby ratified, intentionally waived and relinquished by all parties hereto.

9. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF , the parties hereto have duly executed this Amendment as of the day and year first above written.

CAPITOL ACQUISITION CORP. II

By: /s/ L. Dyson Dryden
Name: L. Dyson Dryden
Title: Chief Financial Officer

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Steven Nelson
Name: Steven Nelson
Title: President

Acknowledged and agreed:

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Neil Shah
Name: Neil Shah
Title: Managing Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Frank Windels
Name: Frank Windels
Title: Managing Director

Exhibit E

[**Letterhead of Company**]

_______________, 2015

Continental Stock Transfer & Trust Company
17 Battery Place
New York, New York 10004
Attn: Frank DiPaolo

Re: Trust Account No. 530-157349 – Disbursal Letter

Gentlemen:

Pursuant to paragraph 1(j) of the Investment Management Trust Agreement between Capitol Acquisition Corp. II ("Company") and Continental Stock Transfer & Trust Company ("Trustee"), dated as of May 10, 2013, as amended by Amendment No. 1 thereto dated as of May 14, 2015 ('Trust Agreement"), this is to advise you that the Company has held a special meeting of stockholders pursuant to which the holders of _______ Tendered Shares have properly sought to convert such shares into cash as further described in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to liquidate such investments in the Trust Account as shall be required to effect the conversion of the Tendered Shares and promptly convert those shares into cash as described in the Trust Agreement. You shall commence distribution of such funds in accordance with the terms of the Trust Agreement and the Second Amended and Restated Certificate of Incorporation of the Company and you shall oversee the distribution of the funds.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Trust Agreement.

Very truly yours,

CAPITOL ACQUISITION CORP. II

By: ______________________________
Name: Mark D. Ein
Title: Chief Executive Officer and Secretary

Exhibit 99.1

Capitol Acquisition Corp. II Shareholders Approve Extension to Consummate Merger with Lindblad Expeditions

WASHINGTON, May 14, 2015 – Capitol Acquisition Corp. II (NASDAQ: CLAC; "Capitol") today announced that it has received stockholder approval to extend the date by which it must complete a business combination to July 31, 2015 (the “Extension”).

Capitol obtained the Extension in order to allow more time to complete its previously announced business combination with Lindblad Expeditions, Inc. (“Lindblad”). While the Extension allows Capitol until July 31, 2015 to complete the business combination, Capitol anticipates closing the proposed business combination by June 30, 2015.

At the special meeting held to approve the Extension, Capitol also received stockholder approval to allow holders of public shares in Capitol to convert their shares into a pro rata portion of the cash held in Capitol’s trust account in connection with the Extension. One shareholder exercised such right for 28 shares, representing a redemption amount of $280. A total of approximately $200 million, including interest earned on the funds in trust, remains in Capitol’s trust account to be used in the business combination with Lindblad.

ADDITIONAL INFORMATION ABOUT THE TRANSACTION AND WHERE TO FIND IT

In connection with the proposed business combination with Lindblad, Capitol has filed a preliminary proxy statement with the SEC to be used at its special meeting in lieu of annual meeting of stockholders to approve the proposed business combination and certain other related matters. Stockholders are advised to read the preliminary proxy statement and, when available, the definitive proxy statement in connection with the solicitation of proxies for such meeting because the proxy statement will contain important information. Such persons can also read Capitol’s final prospectus, dated May 10, 2013, and Capitol’s annual report on Form 10-K for the fiscal year ended December 31, 2014 for a description of the security holdings of the Capitol officers and directors and their interests as security holders in the successful consummation of the proposed business combination. The definitive proxy statement will be mailed to stockholders as of a record date established for the meeting. Stockholders will also be able to obtain a copy of the proxy statement, without charge, by directing a request to: Capitol Acquisition Corp. II, 509 7th Street, N.W., Washington, D.C. 20004. The preliminary proxy statement and definitive proxy statement, once available, can also be obtained, without charge, at the SEC’s internet site (http://www.sec.gov).

About Capitol Acquisition Corp. II

Capitol Acquisition Corp. II is a public investment vehicle formed for the purpose of effecting a merger, acquisition or similar business combination. Capitol is led by Chairman and Chief Executive Officer Mark D. Ein, and Director and Chief Financial Officer L. Dyson Dryden. Capitol's securities are quoted on the NASDAQ stock exchange under the ticker symbols CLAC, CLACW and CLACU. The company, which raised $200 million of cash proceeds in an initial public offering in May 2013, is Mark Ein's second publicly traded acquisition vehicle. The first, Capitol Acquisition Corp., created Two Harbors Investment Corp. (NYSE: "TWO"), a leading mortgage real estate investment trust (REIT) with a current market capitalization of more than $3.8 billion.

FORWARD LOOKING STATEMENTS

This written communication contains forward-looking statements that involve risks and uncertainties concerning Capitol's proposed business combination with Lindblad, Lindblad's expected financial performance, as well as its strategic and operational plans. Actual events or results may differ materially from those described in this written communication due to a number of risks and uncertainties. The potential risks and uncertainties include, among others, the possibility that the proposed business combination will not close or that the closing may be delayed; the reaction of Lindblad's customers to the proposed business combination; general economic conditions; or the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement. In addition, please refer to the documents that Capitol files with the SEC. The filings by Capitol identify and address other important factors that could cause its financial and operational results to differ materially from those contained in the forward-looking statements set forth in this written communication. Capitol is under no duty to update any of the forward-looking statements after the date of this written communication to conform to actual results.