

## EXHIBIT 5A

All text contained herein is new

**AMENDMENT NO. 1**

**TO**

**SECOND AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**BOX EXCHANGE LLC**

This Amendment No. 1 (this “Amendment”) to the Second Amended and Restated Limited Liability Company Agreement (the “Exchange LLC Agreement”) of BOX Exchange LLC, a Delaware limited liability company (the “Exchange”), is made and effective as of [\_\_\_\_\_].

WHEREAS, MX US 2, Inc. (“MXUS2”) has notified the Exchange of its withdrawal as the Tax Matters Member of the Exchange, as provided in the Exchange LLC Agreement and the Exchange desires to amend the Exchange LLC Agreement to replace MXUS2 with an officer of the Exchange to serve as its tax matters representative; and

WHEREAS, the Exchange has obtained the consent of the requisite parties necessary to amend the Exchange LLC Agreement to accomplish the foregoing;

NOW, THEREFORE, the Exchange hereby amends the Exchange LLC Agreement as follows:

1. Definitions; References; Continuation of Agreement. Unless otherwise specified herein, each term used herein that is defined in the Exchange LLC Agreement shall have the meaning assigned to such term in the Exchange LLC Agreement. Section references herein are references to sections of the Exchange LLC Agreement. Except as amended hereby, all terms and provisions of the Exchange LLC Agreement shall continue unmodified and remain in full force and effect.

2. Defined Term. The following definition shall be inserted into Section 1.1 alphabetically:

““Tax Matters Representative” has the meaning set forth in Section 11.6 hereof.”

3. Tax Matters Representative. Section 11.6 of the Exchange LLC Agreement is hereby deleted in its entirety and replaced with the following:

“11.6 **Tax Matters Representative**. The president of the Exchange, or another officer of the Exchange designated by its chief executive officer, shall be the tax matters representative of the Exchange (the “Tax Matters Representative”) for purposes of the Code, and shall be entitled to take such actions on behalf of the Exchange in any and all proceedings with the Internal Revenue Service and any corresponding provision of state or local income tax law as such officer deems appropriate without regard to whether such actions result in a settlement of tax matters favorable to some Members and adverse to other Members. Notwithstanding the foregoing, the Exchange shall (a) promptly deliver to the Members copies of any notices, letters or other documents received by it as the Tax Matters Representative, (b) keep the Members informed with respect to all matters involving the Tax Matters Representative, and (c) consult with the Members and obtain the approval of the Members prior to taking any actions as the Tax Matters Representative. The Tax Matters Representative shall be reimbursed by the Exchange for all costs and expenses incurred by the Tax Matters Representative in connection with such role and shall be indemnified by the Exchange with respect to any action brought against the Tax Matters Representative in connection with the settlement of any proceeding by applying, *mutatis mutandis*, the provisions of Article 13.”

IN WITNESS WHEREOF, the Exchange has caused this Amendment to be duly executed as of the date first written above.

**BOX EXCHANGE LLC**

By: \_\_\_\_\_  
Name:  
Title: