

EXHIBIT 5B

All text contained herein is new

AMENDMENT NO. 1

TO

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

BOX HOLDINGS GROUP LLC

This Amendment No. 1 (this "Amendment") to the Second Amended and Restated Limited Liability Company Agreement (the "Holdings LLC Agreement") of BOX Holdings Group LLC, a Delaware limited liability company (the "Company"), is made and effective as of [_____].

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

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

NOW, THEREFORE, the Company hereby amends the Holdings LLC Agreement as follows:

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

2. Capitalized Term. The definition of "Depreciation" contained in Section 1.1 shall be amended by deleting the capitalized term "Tax Matters Member" appearing therein and replacing it with the capitalized term, "Tax Matters Representative."

3. Defined Term. The definition of “Tax Matters Member” contained in Section 1.1 shall be deleted in its entirety and replaced with the following:

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

4. Capitalized Term. Section 11.5 shall be amended by deleting the capitalized term “Tax Matters Member” appearing therein and replacing it with the capitalized term, “Tax Matters Representative.”

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

“11.6 **Tax Matters Representative**. The president of BOX Holdings, or another Officer of BOX Holdings designated by its senior executive Officer, shall be the tax matters representative of BOX Holdings (the “Tax Matters Representative”) for purposes of the Code, and shall be entitled to take such actions on behalf of BOX Holdings in any and all proceedings with the Internal Revenue Service and any corresponding provision of state or local income tax law. Notwithstanding the foregoing, the Tax Matters Representative shall (a) promptly deliver to the Members copies of any notices, letters or other documents received by it as the Tax Matters Representative, and (b) keep the Members informed with respect to all matters involving it as the Tax Matters Representative. Each Member shall have the right to participate in any tax audits, controversies and litigations involving BOX Holdings (“Tax Claims”) at its own expense. The Tax Matters Representative shall not settle any material Tax Claim without the prior written consent of all Members that may be adversely affected by such settlement, which consent shall not be unreasonably conditioned, delayed or withheld. The Tax Matters Representative shall be reimbursed by BOX Holdings 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. If needed to have Subchapter C of Chapter 63 of the Code apply to BOX Holdings, the Tax Matters Representative shall make an election on behalf of BOX Holdings pursuant to Code Section 6231(a)(1)(B)(ii).”

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

BOX HOLDINGS GROUP LLC

By: _____
Name:

Title: