

**AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**4chan community support LLC**

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of 4chan community support LLC (the "Company") is entered into among Good Smile Company, Inc., Brazil Co., Ltd. and Hiroyuki Nishimura, as members (the "Members"). The Members previously entered into an agreement dated July 22, 2015 (the "Original Agreement") relating to the Company. This Agreement amends and restates, and supersedes, the Original Agreement.

Pursuant to the Original Agreement, the Members formed the Company, a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act"). In relation to the Company, the Members hereby agree and confirm as follows:

1. Name. The name of the Company is 4chan community support LLC.
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Principal Business Office. The principal business office of the Company shall be located at such location as may be hereafter determined by the Members.
4. Registered Agent and Registered Office. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Capitol Services, Inc., 1675 South State Street, Suite B, Dover, Delaware 19901, Kent County.
5. Members. The name and the business, residence or mailing address of each of the Members is as follows:

Name	Address
Good Smile Company, Inc.	████████████████████ ████████████████████ Sumida-ku, Tokyo
Brazil Co., Ltd.	████████████████████ ████████████████████ Shibuya-ku, Tokyo
Hiroyuki Nishimura	████████████████████ Shibuya-ku, Tokyo

6. Powers.
  - (a) Hiroyuki Nishimura is appointed as Managing Member. The Managing Member shall have exclusive control over the business of the Company and shall have all rights, powers and authority conferred by law as necessary, advisable or consistent in connection therewith. Without limiting the generality of the foregoing, the Managing Member shall have the right, power

and authority to execute any documents relating to the business of the Company without the prior approval of the Members.

(b) Hiroyuki Nishimura is designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

7. Meetings of Members; Actions without a Meeting. The Company shall not be required to hold annual meetings of Members. Whenever under the Act, the Certificate of Formation or this Agreement the Members are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by all the Members.

8. Capital Contributions; Percentage Interests. The Members have agreed to contribute the amounts set forth in the chart below, in cash, and no other property, to the Company. The percentage indicated after each Member's name is such Member's "Percentage Interest".

Name	Amount of Contribution/Percentage Interest
Good Smile Company, Inc.	US \$ 2,400,000.00 / 30%
Brazil Co., Ltd.	US \$ 4,800,000.00 / 60%
Hiroyuki Nishimura	US \$ 800,000.00 / 10%

9. Additional Contributions. No Member is required to make any additional capital contribution to the Company.

10. Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be co-mingled in any fashion with the funds of any other person, including any Member.

11. Non-liquidating Distributions. Non-liquidating distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in proportion to their respective Percentage Interests.

12. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon: (i) the unanimous written agreement of all the Members, or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Upon the dissolution and winding up of the Company, the assets of the Company shall be distributed in proportion to their respective Percentage Interests, subject to the requirements of Section 18-804 of the Act.

13. Assignments. A Member may not assign in whole or in part such Member's limited liability company interest without the consent of all Members.

14. Resignation. A Member may resign from the Company at any time. A Member shall be required to resign from the Company upon the unanimous decision of the other Members. A resigning Member shall be entitled to receive the fair value of such Member's interest in the Company as of the date of resignation.

15. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

16. Amendments. This Agreement may be amended or modified by a writing executed and delivered by each of the Members.

17. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of Japan, provided that matters relating to the Company's organization (such as formation, internal governance and powers) shall be governed by the Act. Any legal action or proceeding relating to this Agreement or the subject matter hereof shall be brought exclusively in the Tokyo District Court.

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the 24th day of August, 2015.

GOOD SMILE COMPANY, INC.

By: Takanon. Aki  
Name:  
Title:

BRAZIL CO., LTD.

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

\_\_\_\_\_  
HIROYUKI NISHIMURA

14. Resignation. A Member may resign from the Company at any time. A Member shall be required to resign from the Company upon the unanimous decision of the other Members. A resigning Member shall be entitled to receive the fair value of such Member's interest in the Company as of the date of resignation.

15. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

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GOOD SMILE COMPANY, INC.

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

BRAZIL CO., LTD.

By: 深水英一郎  
Name: EIICHIRO FUKAMI  
Title: President

\_\_\_\_\_  
HIROYUKI NISHIMURA

14. Resignation. A Member may resign from the Company at any time. A Member shall be required to resign from the Company upon the unanimous decision of the other Members. A resigning Member shall be entitled to receive the fair value of such Member's interest in the Company as of the date of resignation.

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

BRAZIL CO., LTD.

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

  
\_\_\_\_\_  
HIROYUKI NISHIMURA