

COMAKE, INC.
SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this “**Subscription Agreement**”) is entered into by and between Comake, Inc., a Delaware corporation (the “**Company**”), and the individual or entity (the “**Subscriber**”) whose name appears on the signature page to this Subscription Agreement.

WHEREAS, The Company proposes to offer and sell to a limited number of sophisticated investors certain Convertible Promissory Notes (each a “**Note**”) of the Company on the terms and conditions and for the price specified in that certain July Convertible Promissory Note Purchase Agreement of the Company dated July 31, 2017 (the “**Purchase Agreement**”).

WHEREAS, Subscriber desires to purchase from the Company, and the Company desires to issue and sell to the Purchaser, Note of the Company, subject to the terms of this Subscription Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser agrees with the Company as follows:

1. *Subscription.* Subscriber hereby tenders this subscription and subscribes to purchase a Note of the Company pursuant to the terms of this Subscription Agreement. Subscriber agrees to pay the total purchase price set forth in the Purchase Agreement and in accordance with the Company’s instructions. Subscriber further sets forth statements herein which Company will rely upon to determine the suitability of Subscriber to purchase the Note. In connection with this subscription, Subscriber represents and warrants that all provided by Subscriber is complete and accurate, and presents a true statement of the Subscriber's financial condition. The purchase and sale of a Note (the “**Closing**”) shall be effective for all purposes as of the Closing date and in accordance with the terms of the Offering. Unless otherwise agreed by the parties, the Closing shall take place by delivery via facsimile transmission (with originals sent via first class mail or overnight courier service) of the documents to be delivered at the Closing payment by the Subscriber of the full purchase price for the Note in cash, and satisfaction of such other requirements of the Purchase Agreement.

2. *Representations and Warranties.* Subscriber hereby makes the following representations and warranties:

(i) Subscriber has been given the opportunity to discuss the investment with and ask questions of, and has received answers to all such questions with respect to the Note and business conducted, and to be conducted by the Company, the terms and conditions of the Note and other matters pertaining to the Note, and it also has been given the opportunity to obtain such additional information as may be necessary in order to evaluate the merits and the risks of investing in a Note.

(ii) Subscriber has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto; or the undersigned has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto.

(iii) Subscriber realizes that the purchase of the Note will be a highly speculative investment. Subscriber has evaluated the risks of this investment in the Company and has determined that the investment is suitable for him/her. Subscriber has adequate financial resources for an investment of this character, and at this time he/she can bear a complete loss of his/her investment. Subscriber understands that any projections are mere estimates, and may not reflect the actual results of the Company's operations.

(iv) Subscriber understands that the Note is not being registered under the Securities Act of 1933, as amended (the "**Securities Act**") on the ground that the issuance thereof is exempt under Section 4(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, or another exemption from registration, and that reliance on such exemption is predicated in part on the truth and accuracy of Subscriber's representations and warranties, and those of the other purchasers of Notes.

(v) Subscriber covenants not to sell, transfer, or otherwise dispose of a Note unless such Note has been registered under the Securities Act and applicable state securities laws, or an exemption from registration is available.

(vi) No funds tendered for the acquisition of the Note is directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws.

(vii) Subscriber (i) has a net worth (or joint net worth with the Subscriber's spouse) of at least \$1,000,000, or (ii) had an annual gross income in the last two years of at least \$200,000, and has expected gross income in the current year of at least \$200,000 (or joint annual gross income with spouse of \$300,000), or (iii) otherwise meets the requirements for an Accredited Investor as defined in Rule 501 of Regulation D promulgated under Section 4(2) of the Securities Act, or (iv) is the beneficiary of a fiduciary account, or, if the fiduciary of the account or other party is the donor of funds used by the fiduciary account to make this investment, then such donor, who meets the requirements of either (i), (ii) or (iii) above.

(viii) Subscriber has no need for any liquidity in his or her investment and is able to bear the economic risk of his or her investment for an indefinite period of time. Subscriber has been advised and is aware that: (a) there is no public market for the Note and it is not likely that any such public market will develop; (b) it may not be possible to liquidate the investment readily; (c) Subscriber must bear the economic risk of his/her investment in the Company for an indefinite period of time because the Note has not been registered under the Securities Act and applicable state law or an exemption from such registration is available; and (d) a notation in the appropriate records of the Company will be made with respect to any restrictions on transfer of the Note.

(ix) All contacts and contracts between Subscriber and the Company regarding the offer and sale to him or her of a Note have been made within the state indicated below his/her signature on the signature page of this Subscription Agreement and Subscriber is a resident of such state.

(x) Subscriber has relied solely upon an independent investigation made by him or her, or his or her purchaser representative with respect to the Note subscribed for herein, and no oral or written representations beyond discussions with company officials have been made to the undersigned or relied upon by the undersigned.

(xi) Subscriber has relied solely upon the advice of his, her or its personal financial and tax advisors, counsel and accountants as to the legal, tax, economic and related matters concerning this investment and its suitability for the undersigned before investing in the Company.

(xii) Subscriber agrees not to transfer or assign this subscription or any interest therein.

(xiii) Subscriber hereby acknowledges and agrees that, except as may be specifically provided herein, Subscriber is not entitled to withdraw, terminate or revoke this subscription. Subscriber hereby acknowledges that this subscription may be accepted or rejected in whole or in part in the sole and absolute discretion of the Company.

(xiv) This Subscription Agreement and all other documents executed in connection with this subscription for the Note are valid, binding, and enforceable agreements of Subscriber.

(xv) Subscriber meets any additional suitability standards and/or financial requirements which may be required in the jurisdiction in which he/she resides, or is purchasing in a fiduciary capacity for a person or account meeting such suitability standards and/or financial requirements, and he/she is not a minor.

(xvi) Subscriber has a pre-existing business relationship with an officer, director, employee, consultant or other affiliate of the Company, and was not offered these securities by any form of general solicitation, cold calling, or public advertisement.

(xvii) Subscriber, concurrently with delivery to the Company of an executed copy of this Subscription Agreement, delivers to the Company by check, draft, wire, or money order made payable to the Company escrow account, in the amount set forth on the signature page, representing payment in full of the purchase price of the Note.

(xviii) If Subscriber is a natural person, he or she has all requisite legal capacity to acquire and hold the Note and to execute, deliver and comply with the terms of this Subscription Agreement.

(xix) The execution and delivery by Subscriber, and compliance by Subscriber with the Purchase Agreement does not and will not result in a breach of, or constitute a default under, any instruments governing the undersigned, any law, regulation or order or any agreement to which Subscriber is a party or by which Subscriber is bound. This Subscription Agreement has been duly executed by Subscriber, and constitutes a valid and legally binding agreement of Subscriber, enforceable against Subscriber in accordance with its terms.

(xx) The Subscriber understands that any certificate evidencing the Note will be imprinted with a legend which prohibits the transfer of the Note unless it is registered or such registration is not required in the opinion of counsel for the Company.

3. *Indemnification.* Subscriber hereby agrees to indemnify and hold harmless the Company and all of its affiliates, attorneys, accountants, employees, officers, managers, members, and agents from any liability, claims, costs, damages, losses, or expenses incurred or sustained by them as a result of Subscriber's representations and warranties herein being untrue or inaccurate, or because of a breach of this Subscription Agreement by Subscriber.

4. *Agreements of Subscriber.*

(i) Subscriber hereby agrees that he or she will make no transfer or suffer any transfer, voluntarily or by operation of law, of the Notes, or any interest in the Notes, if such transfer would subject the Company to registration under the Investment Company Act of 1940, as amended, or would subject the Company or any of its officers or directors to registration as an investment adviser under the Investment Advisers Act of 1940, as amended.

(ii) Subscriber will provide such information and execute and deliver such documents as the Company may reasonably request to comply with the securities laws of the United States of America or any other jurisdiction.

(iii) This Subscription Agreement is not binding upon the Company until the Company accepts it, which acceptance is at the sole discretion of the Company. There is no aggregate minimum dollar level of accepted subscriptions required as a condition to the Closing. The Company has the right to reject this Subscription Agreement, in whole or in part, and will not be obligated to allocate the Notes being offered in connection with this financing among any other subscribers, or otherwise pro rata in the event of an over-subscription. This Subscription Agreement will be null and void if the Company does not accept it, and any payment tendered by the Purchaser herewith will be returned to the Purchaser without interest or deduction.

5. *Successors and Assigns; Survival.* This Subscription Agreement shall be binding upon the Subscriber's heirs, executors, personal representatives, successors and assigns, and shall survive the Subscriber as a security holder of the Company.

6. *Assignability.* This Subscription Agreement is not transferable or assignable by Subscriber or any successor thereto.

7. *Governing Law.* This Subscription Agreement will be governed by and construed in accordance with the laws of the State of New York.

8. *Entire Agreement.* This Subscription Agreement (including all of the attachments) constitutes the entire agreement between Subscriber and the Company with respect to the subject matter hereof, and all prior and contemporaneous agreements, understandings, restrictions, warranties or representations, whether written or oral, between Subscriber and the Company with respect to this subject matter are hereby superseded by and merged into this Subscription Agreement.

9. *Counsel Provisions.* Subscriber has consulted with and been counseled by his/her own legal counsel and other advisors, and is entering into this Subscription Agreement voluntarily and with a full understanding of the meaning and legal effects of each provision contained in this Subscription Agreement.

10. *Expenses.* Except as otherwise specified in this Subscription Agreement, Subscriber shall pay its own costs and expenses incurred in negotiating and preparing this Subscription Agreement and carrying out the contemplated transactions.

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Subscriber(s) has/have executed this Subscription Agreement on this 29th day of August, 2017.


Signature

Signature

John V. Dennis
Printed Name

Printed Name

893 Cayuga Heights Road
Ithaca, New York 14850
Street Address
City, State and Zip Code

Street Address
City, State and Zip Code

MANNER IN WHICH TITLE IS TO BE HELD:

- | | |
|--|---|
| <input type="checkbox"/> Community Property * | <input checked="" type="checkbox"/> Individual Property |
| <input type="checkbox"/> Joint Tenancy with
Right of Survivorship* | <input type="checkbox"/> Separate Property |
| <input type="checkbox"/> Individual Retirement Acct. | <input type="checkbox"/> Tenants-by-the-Entirety* |
| <input type="checkbox"/> Pension or Profit Sharing Plan | <input type="checkbox"/> Tenants-in-Common* |
| <input type="checkbox"/> Corporate or Partnership** | <input type="checkbox"/> Keogh Plan |
| <input type="checkbox"/> Trust or Fiduciary Capacity (trust
documents must accompany this form) | <input type="checkbox"/> Fiduciary for a Minor |
| <input type="checkbox"/> Other (Please indicate) | |

*Signature of all parties required.

**In the case of partnership, state names of all partners.

SUBSCRIPTION ACCEPTED (To be completed by the Company):

The above and foregoing Subscription of _____ is
accepted this _____ day of _____, 20__.

COMAKE, INC.

By: _____
_____, President