
**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: July 14, 2017
(Date of earliest event reported)**

COHBAR, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-55334
(Commission
File Number)

26-1299952
(I.R.S. Employer
Identification No.)

**1455 Adams Drive, Suite 2050
Menlo Park, CA 94025**
(Address of principal executive offices and zip code)

(650) 446-7888
(Registrant's telephone number, including area code)

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(b) under the Exchange Act (17 CFR 240.14a-12(b))
- 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

COHBAR, INC.
FORM 8-K

Item 1.01 Entry into a Material Definitive Agreement

On July 14, 2017, CohBar, Inc. (“CohBar” or the “Company”) accepted subscriptions (the “Subscription Agreements”) from investors and issued common stock and warrants (the “Warrants”) in the private placement described under Item 3.02 below. The disclosure set forth in Item 3.02 of this Current Report is incorporated by reference into this Item 1.01.

The forms of the Subscription Agreement and Warrant are filed as Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K. The summaries of the terms of these documents contained herein are subject to, and qualified in their entirety by, such documents, which are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

On July 14, 2017, the Company issued and sold an aggregate of 3,438,053 units at a price of \$1.50 per unit for total proceeds of approximately \$5.16 million. Officers and directors of the Company purchased an aggregate of 289,334 units in the offering.

Each unit consists of one share of the Company’s common stock and one common stock purchase warrant. Each warrant can be exercised at any time prior to June 30, 2020 for the purchase of one common share of the Company’s stock at an exercise price of \$2.25.

The private placement was completed pursuant to the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, and Rule 506(b) promulgated thereunder.

Item 7.01 Regulation FD Disclosure

On July 17, 2017, the Company issued a press release regarding the transactions described above under Item 1.01 and Item 3.02 of this Current Report on Form 8-K. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, shall not be deemed “filed” for purposes of Section 18 of 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 shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
4.1	Form of Warrant
10.1	Form of Subscription Agreement
99.1	CohBar, Inc. press release dated July 17, 2017

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, NEITHER THIS WARRANT NOR THE WARRANT SHARES MAY BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL FOUR MONTHS FROM THE ORIGINAL ISSUE DATE SET FORTH BELOW.

COHBAR, INC.
COMMON STOCK PURCHASE WARRANT

Warrant No. 2017 - <<>>

Original Issue Date: July 14, 2017 (“**Original Issue Date**”)

COHBAR, INC., a Delaware corporation (the “**Company**”), hereby certifies that, for value received, <<>> or its permitted registered assigns (the “**Holder**”), is entitled to purchase from the Company up to a total of <<>> shares of common stock, \$0.001 par value (the “**Common Stock**”), of the Company (each such share, a “**Warrant Share**” and all such shares, the “**Warrant Shares**”) at the Exercise Price (defined below) at any time and from time to time on or after the Original Issue Date and through and including 5:00 P.M., New York City time, on June 30, 2020 (the “**Expiration Date**”), and subject to the following terms and conditions. All such warrants are referred to herein, collectively, as the “**Warrants**.”

1. Definitions.

“**Affiliate**” of a person means a person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person specified.

“**Exercise Price**” means an amount equal to USD \$2.25 per share (as may be adjusted from time to time as provided herein).

“**Person**” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

“**Trading Day**” means any day on which trading of the Common Stock occurs on the applicable Trading Market.

“**Trading Market**” means the TSX Venture Exchange or, if the Company’s Common Stock is then listed on the NASDAQ capital market or another national securities exchange (as defined in Securities Exchange Act of 1934, as amended), such national securities exchange, or, if the Company’s Common Stock is not then listed on the TSX Venture Exchange or a national securities exchange, then such exchange or quotation system on which the Common Stock then primarily trades.

2. List of Warrant Holders. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “**Warrant Register**”), in the name of the record Holder (which shall include the initial Holder or, as the case may be, any registered assignee to which this Warrant is permissibly assigned hereunder from time to time). The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

3. List of Transfers; Restrictions on Transfer.

(a) This Warrant and the Warrant Shares are subject to the restrictions on transfer set forth in this Section 3.

(b) The Company shall register any such transfer of all or any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached hereto completed and duly signed, to the Company at its address specified herein. Upon any such registration or transfer, a new Warrant to purchase Common Stock, in substantially the form of this Warrant (any such new Warrant, a “**New Warrant**”), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations in respect of the New Warrant that the Holder has in respect of this Warrant.

4. Exercise and Duration of Warrants.

(a) All or any part of this Warrant shall be exercisable by the registered Holder in any manner permitted by Section 10 hereof at any time and from time to time on or after the Original Issue Date and through and including the Expiration Date. At 5:00 p.m., New York City time, on the Expiration Date, the portion of this Warrant not exercised prior thereto shall be and become void and of no value and this Warrant shall be terminated and no longer outstanding.

(b) The Holder may exercise this Warrant by delivering to the Company (i) an exercise notice, in the form attached hereto (the “**Exercise Notice**”), completed and duly signed, and (ii) payment of the Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised. The date such items are delivered to the Company (as determined in accordance with the notice provisions hereof) is an “**Exercise Date**.” The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares.

5. Delivery of Warrant Shares.

(a) Upon exercise of this Warrant, the Company shall promptly (but in no event later than three Trading Days after the Exercise Date) issue or cause to be issued and cause to be delivered to or upon the written order of Holder in such name or names as the Holder may designate (provided that, if a registration statement registering the resale of the Warrant Shares by the Holder is not then effective and the Holder directs the Company to deliver a certificate for the Warrant Shares in a name other than that of the Holder or an Affiliate of the Holder, such delivery shall be subject to Holder’s compliance with Section 14). The Holder, or any Person permissibly so designated by the Holder to receive Warrant Shares, shall be deemed to have become the holder of record of such Warrant Shares as of the Exercise Date.

(b) To the extent permitted by law, the Company's obligations to issue and deliver Warrant Shares in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant Shares. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

6. Charges, Taxes and Expenses. Issuance and delivery of certificates for shares of Common Stock upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; *provided, however,* that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or Warrants in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity (which shall not include a surety bond), if requested. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares; Listing. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares that are then issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of persons other than the Holder (taking into account the adjustments and restrictions of Section 9 hereof). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and nonassessable.

9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock; (ii) subdivides outstanding shares of Common Stock into a larger number of shares; or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination.

(b) Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, distributes to all holders of Common Stock for no consideration (i) evidences of its indebtedness; (ii) any security (other than a distribution of Common Stock covered by the preceding paragraph); (iii) rights or warrants to subscribe for or purchase any security; or (iv) any other asset (including cash) (in each case, “**Distributed Property**”), then, upon any exercise of this Warrant that occurs after the record date fixed for determination of stockholders entitled to receive such distribution, the Holder shall be entitled to receive, in addition to the Warrant Shares otherwise issuable upon such exercise (if applicable), the Distributed Property that such Holder would have been entitled to receive in respect of such number of Warrant Shares had the Holder been the record holder of such Warrant Shares immediately prior to such record date.

(c) Fundamental Transactions. If, at any time while this Warrant is outstanding (i) the Company effects any merger or consolidation of the Company with or into another Person, in which the shareholders of the Company as of immediately prior to the transaction own less than a majority of the outstanding stock of the surviving entity; (ii) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions; (iii) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of a majority of the outstanding shares of Common Stock tender or exchange their shares for other securities, cash or property; or (iv) the Company effects any reclassification of all outstanding Common Stock or any compulsory share exchange pursuant to which all outstanding Common Stock is effectively converted into or exchanged for other securities, cash or property (each, a “**Fundamental Transaction**”), then the Holder shall have the right thereafter to receive, upon any subsequent exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant (the “**Alternate Consideration**”). The Company shall not effect any such Fundamental Transaction unless prior to or simultaneously with the consummation thereof, any successor to the Company, surviving entity or the corporation purchasing or otherwise acquiring such assets or other appropriate corporation or entity shall assume the obligation to deliver to the Holder, such Alternate Consideration as, in accordance with the foregoing provisions, the Holder may be entitled to purchase, and the other obligations under this Warrant.

(d) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to paragraph (a) of this Section 9, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

10. Payment of Exercise Price. The Holder shall pay the Exercise Price wire transfer to the Company or cashier’s check drawn on a United States bank made payable to the order of the Company.

11. No Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares that would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the closing price of one Warrant Share as reported by the applicable Trading Market on the Exercise Date.

12. Notices. Any and all notices or other communications or deliveries hereunder (including, without limitation, any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of confirmed transmission, if such notice or communication is delivered via e-mail as specified in this Section 12 at or prior to 5:00 p.m. (New York City time) on a Trading Day, (ii) the next Trading Day after the date of confirmed transmission, if such notice or communication is delivered by e-mail as specified in this Section 12 on a day that is not a Trading Day or later than 5:00 p.m. (New York City time) on any Trading Day, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon receipt if sent by mail or other courier. The addresses for such notices or communications shall be: (a) if to the Company, to CohBar, Inc., 1455 Adams Drive, Suite 2050, Menlo Park, CA 94025, Attention: Chief Financial Officer, Email: jeff.biunno@cohbar.com (or such other address as the Company shall indicate in writing in accordance with this Section 12) or (b) if to the Holder, to the address or e-mail address appearing on the Warrant Register (or such other address as the Holder shall indicate in writing in accordance with this Section 12).

13. Warrant Agent. The Company shall serve as warrant agent under this Warrant. Upon 10 days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be delivered to the Holder in accordance with Section 12.

14. Compliance with Securities Laws.

(a) The Holder understands that this Warrant and the Warrant Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations this Warrant and the Warrant Shares may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(b) Prior and as a condition to the sale or transfer of the Warrant Shares issuable upon exercise of this Warrant, the Holder shall furnish to the Company such certificates, representations, agreements and other information, including an opinion of counsel, as the Company or the Company's transfer agent reasonably may require to confirm that such sale or transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, unless such Warrant Shares are being sold or transferred pursuant to an effective registration statement.

(c) The Holder acknowledges that the Company may place a restrictive legend on the Warrant Shares issuable upon exercise of this Warrant in order to comply with applicable securities laws, in substantially the following form and substance, unless such Warrant Shares are otherwise freely tradable under Rule 144 of the Securities Act, the rules of the TSX Venture Exchange, and applicable Canadian securities legislation, as applicable.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, NEITHER THESE SECURITIES MAY BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL FOUR MONTHS FROM JULY 14, 2017.

15. Miscellaneous.

(a) This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder, or their successors and assigns.

(b) All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of this Warrant and the transactions herein contemplated (“**Proceedings**”) (whether brought against a party hereto or its respective Affiliates, employees or agents) shall be commenced exclusively in the courts of the State of Delaware or the federal courts located therein (the “**Delaware Courts**”). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any Delaware Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant or the transactions contemplated hereby. If either party shall commence a Proceeding to enforce any provisions of this Warrant, then the prevailing party in such Proceeding shall be reimbursed by the other party for its attorney’s fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

(c) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(d) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(e) Prior to exercise of this Warrant, the Holder hereof shall not, by reason of by being a Holder, be entitled to any rights of a stockholder with respect to the Warrant Shares.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be issued effective as of the date first indicated above.

COHBAR, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Warrant]

FORM OF ASSIGNMENT

To be completed and signed only upon transfer of Warrant

WARRANT ORIGINALLY ISSUED JULY 14, 2017

WARRANT NO. _____

FOR VALUE RECEIVED, [_____] (the "Assignor") hereby sells, assigns and transfers all of the rights of the undersigned Assignor under the attached Warrant with respect to the number of shares of common stock of CohBar, Inc. (the "Company") covered thereby set forth below, to the following "Assignee" and, in connection with such transfer, represents and warrants to the Company that the transfer is in compliance with Section 14 of the Warrant and applicable federal and state securities laws:

Assignee Name: _____

Assignor Signature: _____

Number of Shares: _____

Date: _____

Assignee Address: _____

ASSIGNEE ACKNOWLEDGMENT

The undersigned Assignee acknowledges that it has reviewed the attached Warrant and by its signature below it hereby represents and warrants that it is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and agrees to be bound by the terms and conditions of the Warrant as of the date hereof, including Section 14 thereof.

Assignee Signature: _____

Date: _____

Address: _____

NOTICE OF EXERCISE

To be completed and signed only upon exercise of Warrant

CohBar, Inc.
1455 Adams Drive, Suite 2050,
Menlo Park, CA 94025
Attention: Chief Financial Officer

The undersigned Holder hereby irrevocably elects to exercise the attached Warrant as to:

_____ shares of Common Stock of CohBar, Inc; and tenders herewith payment of

\$ _____ as the exercise price thereof.

By its signature below the undersigned Holder hereby represents and warrants that it is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and agrees to be bound by the terms and conditions of the attached Warrant as of the date hereof, including Section 14 thereof.

The undersigned requests that certificates representing said shares be issued in the name and delivered to the address specified below:

Print Name: _____

Address: _____

(Signature must conform in all respects to name of the Holder as specified on the face of the Warrant)

(Signature)

(Date)

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (the “**Agreement**”) by and between CohBar, Inc., a Delaware corporation (the “**Company**”), and the undersigned individual, corporation, limited liability company, partnership, trust or employee benefit plan executing this Agreement as the investor (the “**Investor**”), provides as follows:

Recitals

A. This Agreement is made in connection with the Company’s offering (the “**Offering**”) of units (the “**Units**”), each consisting of one share (the “**Shares**”) of the Company’s common stock, par value \$0.001 per share (“**Common Stock**”) and one warrant to purchase one Share in substantially the form attached hereto as Exhibit A (the “**Warrants**”) pursuant to that certain Private Placement Memorandum dated June 23, 2017 (the “**Memorandum**”).

B. The Company wishes to sell to the Investor and the Investor wishes to purchase from the Company the number of Units specified on the signature page hereof at the price per Unit set forth in Section 2 hereof, subject to the terms, conditions, and requirements contained in this Agreement.

C. The Investor understands that the Company has the right, in its sole discretion, to refuse to accept the Investor’s subscription in whole or in part at any time and for any reason, including without limitation the Company’s belief that the Investor does not meet the applicable suitability requirements for participation in the Offering or that the investment is otherwise unsuitable for the Investor.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained in this Agreement, the Company and the Investor hereby agree as follows:

1. Sale of Units. In accordance with the terms and conditions of this Agreement, the Company hereby agrees to sell to the Investor, and the Investor hereby agrees to purchase from the Company, on such date, on or before August 15, 2017 (the “**Termination Date**”), that the Company in its sole discretion chooses (the “**Closing Date**”), the number of Units indicated on the signature page hereof. The obligation of the Company to sell the Units to the Investor is subject to, among other things, the conditions that: (i) the Company shall have received approval for the sale of the Units from the TSX Venture Exchange; and (ii) all other necessary regulatory approvals shall have been obtained prior to the Closing Date. If the closing of the transactions contemplated by this Agreement (the “**Closing**”) shall not have occurred on or before 5:00 PM ET on the Termination Date, the Purchase Price shall promptly be returned to the Investor by the Escrow Agent (as such terms are defined below) and the parties’ obligations under this Agreement shall terminate.

2. Purchase Price. The purchase price (“**Purchase Price**”) for each Unit shall be USD\$1.50. The Purchase Price payable for the Units to be purchased by the Investor shall be deposited into the account maintained by American Stock Transfer & Trust Company, LLC (the “**Escrow Agent**”) in relation to the Offering (the “**Escrow Account**”) pursuant to the instructions attached hereto as Schedule 1, which such amount shall be released to the Company by the Escrow Agent on the Closing Date. Additionally, the Purchaser shall have delivered with this executed Agreement prior to the Closing:

- 2.1 a completed Investor Questionnaire (the “**Investor Questionnaire**”) attached hereto as Exhibit B and, if the Investor is a resident of Canada and is:
 - 2.1.1 an Accredited Investor by virtue of the fact that the Investor falls within one or more of the sub-paragraphs of the definition of Accredited Investor (a “**Canadian Accredited Investor**”) set out in the Canadian Accredited Investor Certificate (the “**Canadian Accredited Investor Certificate**”) attached hereto as Exhibit C:
 - 2.1.1.1 a completed Canadian Accredited Investor Certificate; and
 - 2.1.1.2 if the Investor is an individual described in category (j), (k) or (l) of the Canadian Accredited Investor Certificate, a completed Form 45-106F9 - *Form for Individual Accredited Investors*, attached hereto as Exhibit D; or
- 2.2 any other further documentation as required under the applicable securities laws or stock exchange or other regulatory authority including, for greater certainty, the TSX Venture Exchange Form 4C- Designated Corporate Placee.

Subscriptions for Units may be accepted or rejected by the Company for any or no reason in its sole discretion.

3. Representations and Warranties of Investor. The Investor represents and warrants to the Company as follows (which such representations and warranties shall survive the Closing Date):

- 3.1 He, she or it has answered the questions contained in the Investor Questionnaire and, as applicable, the Canadian Accredited Investor Certificate and the Form 45-106F9 - *Form for Individual Accredited Investors* (collectively, the “**Canadian Exemption Certifications**”), and made a part hereof to the best of his, her or its knowledge and the answers thereto are complete and accurate. The Investor understands and agrees that, although such answers will be kept strictly confidential, the Company may present such Investor Questionnaire and, if applicable, the Canadian Exemption Certifications to such parties as it deems advisable if called upon to establish the availability under applicable securities laws of an exemption from registration. The Investor agrees to indemnify the Company, its agents, officers, directors and shareholders, for any and all losses (including without limitation attorneys' fees and other costs of investigating, prosecuting, or defending any litigation claim) incurred by the Company as a result of its reliance on the representations and warranties of the Investor made in this Agreement or any answers contained in the Investor Questionnaire and, if applicable, the Canadian Exemption Certifications.

- 3.2 If the Investor is a corporation, limited liability company, partnership, trust, or employee benefit plan, it is authorized to make the investment contemplated herein, and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.
- 3.3 This Agreement has been duly authorized, executed and delivered by the Investor and constitutes the Investor's legal, valid and binding obligation enforceable in accordance with its terms.
- 3.4 The Investor is acquiring the Units as principal for the Investor's own account for investment and not with a view to resale or distribution. The Investor understands that the Shares and the Warrants have not been, and will not be, registered under the *Securities Act of 1933*, as amended (the "**1933 Act**"), or applicable securities laws by reason of specific exemptions from the registration provisions of the 1933 Act and applicable state securities laws that depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations and warranties as expressed in this Agreement and in the Investor Questionnaire.
- 3.5 The Company has advised the Investor, if the Investor is a resident of Canada, that the Company is relying on an exemption from the requirements under applicable Canadian securities laws to provide the Investor with a prospectus and that no prospectus has been filed by the Company with any securities commission in Canada in connection with the Offering, and as a consequence:
- 3.5.1 the Investor is restricted from using most of the civil remedies available under applicable Canadian securities laws and certain protections, rights and remedies provided by applicable Canadian securities laws, including statutory rights of rescission or damages, will not be available to the Investor;

- 3.5.2 the Investor may not receive information that would otherwise be required to be provided to the Investor under the applicable Canadian securities laws; and
- 3.5.3 the Investor is relieved from certain obligations that would otherwise apply under the applicable Canadian securities laws.
- 3.6 The Investor: (i) has been furnished, has carefully read, understands the terms and conditions of, and the information contained in, the Memorandum and this Agreement (including all exhibits and all amendments thereto and hereto) and (ii) has been given the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this Agreement, the Units, the Company and its business.
- 3.7 The Investor recognizes that (i) the purchase of the Units involves a high degree of risk and has taken full cognizance of and understands such risks, (ii) that all information provided, if any, by the Company relating to its use of proceeds, financial forecasts, and other information which is not of an historical nature (“**Forward-looking Information**”), represents only the Company’s good faith assessment of such Forward-looking Information, and is based upon assumptions which the Company believes are reasonable, although no assurance exists that such Forward-looking Information is accurate or will be fulfilled, and (iii) that the Company has relied on the representations of the Investor as set forth in this Agreement, in the Investor Questionnaire and, if applicable, the Canadian Accredited Investor Certificate, in determining materiality for purposes of satisfying the disclosure obligations of the Company and in determining the availability of exemptions from (a) registration requirements under applicable United States federal and state securities laws; and (b) prospectus requirements under applicable Canadian securities laws.
- 3.8 The Investor is resident in the jurisdiction set out on the execution page of the Investor Questionnaire, which such address is the Investor’s residence or principal place of business, and such address was not obtained or used solely for the purpose of acquiring the Units.
- 3.9 The Investor fully understands and agrees that the Investor must bear the economic risk of the purchase of the Units, including the Shares and the Warrants, for an indefinite period of time because, among other reasons, neither the Units, Shares nor the Warrants have been registered under the 1933 Act, or the securities laws of any state, and therefore cannot be sold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the 1933 Act and applicable state securities laws or exemptions from such registration requirements are available. The Investor further understands and agrees that the Company will not honor any attempt by the Investor to sell, pledge, transfer, or otherwise dispose of all or any portion of the Shares in the absence of an effective registration statement under the 1933 Act and applicable state securities laws or an unqualified opinion of counsel, satisfactory in form and substance to the Company and its counsel, and obtained at the expense of the Investor, that exemptions are available therefrom with respect to such attempted disposition.

3.10 The Investor acknowledges that the certificates representing the Shares and Warrants will bear a legend as of the Closing Date substantially in the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [FOUR MONTHS FROM THE DATE OF CLOSING]

The Investor, if a resident of Canada, acknowledges that the certificates representing the Shares and Warrants will bear a legend as of the Closing Date substantially in the following form (and with the necessary information inserted):

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [INSERT THE DISTRIBUTION DATE].

- 3.11 The Investor (i) can bear the risk of losing the entire investment in the Units; (ii) has overall commitments to other investments which are not readily marketable that are not disproportionate to his, her or its net worth and the investment in the Shares will not cause such overall commitments to become excessive; (iii) has adequate means of providing for current needs and personal contingencies and has no need for liquidity in the investment in the Units; and (iv) has sufficient knowledge and experience in financial and business matters such that he, she or it is capable, either alone, or together with one or more advisors, of evaluating the risks and merits of investing in the Units.
- 3.12 The Investor has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finder's fees or agent's commissions or any similar charges in connection with this Agreement.
- 3.13 The Investor acknowledges that he, she or it must depend entirely upon his, her or its own personal advisors for tax advice concerning an investment in the Company, that the Company has not provided any information on tax matters, and that any information provided to the Investor by, or on behalf of, the Company is not to be construed as tax advice to the Investor from the Company or counsel to the Company. The Investor will rely solely on his, her or its own personal advisors and not on any statements or representations of the Company or any of its agents and understands that the Investor (and not the Company) shall be responsible for the Investor's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.
- 3.14 The Investor understands and agrees that the Company is issuing the Units to him, her or it pursuant to the exemptions from federal and state securities registration requirements under the 1933 Act. In connection therewith, the Investor represents and warrants that the Investor qualifies as an "accredited investor" as such term is defined under Rule 501 of the 1933 Act (a "**U.S. Accredited Investor**") and has confirmed that on the Investor Questionnaire attached hereto as Exhibit C.
- 3.15 If a resident of Canada, the Investor also represents and warrants that the Investor:
- 3.15.1 qualifies as an "accredited investor" as such term is defined in NI 45-106 (a "**Canadian Accredited Investor**"), and has confirmed that on the Canadian Accredited Investor Certificate attached hereto as Exhibit D and that the Investor was not created or used solely to purchase or hold securities as an Accredited Investor as described in paragraph (m) of the definition of Accredited Investor set out in Exhibit D; or

- 3.15.2 is not an individual and purchases as principal such number of Units having an acquisition cost to the Investor of not less than Cdn\$150,000 paid in cash at the time of Closing, such Investor also represents and warrants that the Investor was not created, or is used, solely to purchase or hold securities in reliance on the exemption from the prospectus requirement set out in subsection 2.10(1) of NI 45-106.
- 3.16 The Investor agrees to comply with all securities laws and with the policies of the TSX Venture Exchange concerning the purchase of, the holding of, and the resale restrictions applicable to, the Shares and the Warrants. The Investor recognizes that the securities laws and regulations of certain jurisdictions, which may include the jurisdiction of which the Investor is a resident, may impose additional requirements relating to this Offering and the Investor's purchase of the Shares and the Warrants. The Investor hereby agrees to execute and to comply with the terms of any additions, supplements or amendments to this Agreement which are required by the Company.
- 3.17 The funds representing the aggregate purchase price in respect of the Units which will be advanced by the Investor to the Company hereunder will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTF Act") and the Investor acknowledges that the Company may in the future be required by law to disclose the Investor's name and other information relating to this Agreement and the Investor's subscription hereunder, on a confidential basis, pursuant to the PCMLTF Act; to the best of the Investor's knowledge, none of the subscription funds to be provided hereunder (i) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Investor; the Investor shall promptly notify the Company if he discovers that any such representation ceases to be true, and shall provide the Company with appropriate information in connection therewith.
- 3.18 The Investor acknowledges that no agency, stock exchange or governmental agency, securities commission or similar regulatory authority or other entity has reviewed or passed on or made any finding or determination as to the merits of or made any recommendation or endorsement with respect to the Shares and the Warrants.
- 3.19 There is no government or other insurance covering the Shares or the Warrants.

- 3.20 The Investor has no knowledge of a “material fact” or “material change” (as those terms are defined in applicable Canadian securities laws or under the 1933 Act, as applicable) in the affairs of the Company that has not been generally disclosed to the public, save knowledge of this particular transaction.
- 3.21 The Investor’s decision to tender this offer and purchase the Units has not been made as a result of any verbal or written representation as to fact or otherwise made by or on behalf of the Company or any other person and is based entirely upon this Agreement and currently available public information concerning the Company.
- 3.22 The representations and warranties made in this Agreement, the Investor Questionnaire and, if applicable, the Canadian Exemption Certifications, as well as all other information that the Investor has provided to the Company, either directly or indirectly, concerning the Investor’s financial position and knowledge of financial and business matters, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the issuance to Investor of the Shares, Investor will immediately notify the Company.

4. Representations and Warranties of the Company. The Company represents and warrants to the Investor as follows (which such representations and warranties shall survive the Closing Date):

- 4.1 The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted or proposed to be conducted, to execute and deliver the Agreement, to issue and sell the Units and to perform its obligations pursuant to the Agreement. The Company is presently qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified could reasonably be expected to have a material adverse effect on the Company’s financial condition or business as now conducted or proposed to be conducted.
- 4.2 All corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of the Agreement by the Company, the authorization, sale, issuance (or reservation for issuance) and delivery of the Units, and the performance of all of the Company’s obligations under the Agreement has been taken or will be taken prior to the Closing. The Agreement, when executed and delivered by the Company, shall constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, except (i) as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity.

5. Registration. The Company covenants to use its commercially reasonable efforts to file and have declared effective by the Securities and Exchange Commission (the “SEC”) a registration statement on Form S-1 registering the resale in the United States by the Investor of the Shares and the Common Stock underlying the Warrants within 120 days after the Closing. Investors who are residents of Canada acknowledge that the Shares will be subject to a 4 month hold period in Canada under applicable Canadian securities laws, regardless of whether or not the Company has filed and have declared effective by the SEC a registration statement on Form S-1 registering the resale in the United States by the Investor of the Shares.

6. Personal Information. If the Investor is a resident of a jurisdiction of Canada and is an individual, the Investor authorizes the indirect collection of the Personal Information by the securities regulatory authority or regulator (each as defined in National Instrument 14-101 - *Definitions*) and confirms that the Investor has been notified by the Company: (a) that the Company will be delivering the Personal Information to the securities regulatory authority or regulator; (b) that the Personal Information is being collected by the securities regulatory authority or regulator under the authority granted in applicable securities laws; (c) that the Personal Information is being collected for the purposes of the administration and enforcement of applicable securities laws; and (d) that the title, business address and business telephone number of the public official who can answer questions about the securities regulatory authority’s or regulator’s indirect collection of the Personal Information is as set out in Exhibit E.

7. Applicable Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without reference to the choice of law principles of any jurisdiction. THE INVESTOR IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE UNITED STATES LOCATED IN THE STATE OF DELAWARE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE OFFERING AND AGREES NOT TO COMMENCE ANY SUIT, ACTION, OR PROCEEDING RELATING THERETO EXCEPT IN SUCH COURTS.

8. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns.

9. Notice. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given three business days after the date mailed when mailed by registered or certified mail, postage prepaid, or the next business day if sent by special courier such as FedEx (except that notice of change of address shall be deemed given only when received), to the address shown on the Company's records, in the case of the Investor, and of the Company's registered office, in the case of the Company, or to such other names or addresses as the Company or the Investor, as the case may be, shall designate by notice to the other party in the manner specified in this Section.

10. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement that can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable the invalid or unenforceable provision in any other jurisdiction or under any other circumstance.

11. Entire Agreement. This Agreement, and the Units purchased hereunder, constitute the entire agreement by and between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous understandings of the parties.

12. Counterparts. This Agreement may be executed in any number of counterparts, and any party hereto may execute such counterpart, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement shall become binding when either this Agreement or two or more counterparts hereto shall have been executed and delivered by the parties hereto

13. Variation in Pronouns. All pronouns shall be deemed to refer to masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require.

14. Counsel. This Agreement and all other agreements related to the Offering (the “**Offering Agreements**”) have been prepared by Garvey Schubert Barer, as counsel to the Company (“**Counsel**”), after full disclosure of its representation of the Company and with the consent and direction of the Company and the Investor. The Investor has reviewed the contents of the Offering Agreements and fully understands their terms. The Investor acknowledges that he, she or it is fully aware of his, her or its right to the advice of counsel independent from that of the Company, that Counsel has advised the Investor of such right and disclosed to the Investor the risks in not seeking such independent advice, and that he, she or it understands the potentially adverse interests of the parties with respect to the Offering Agreements. The Investor further acknowledges that no representations have been made with respect to the tax or other consequences of the Offering Agreements to the Investor and that he, she or it has been advised of the importance of seeking independent counsel with respect to such consequences. By executing this Agreement, the Investor represents that he, she or it has, after being advised of the potential conflicts between the Investor and the Company with respect to the future consequences of the Offering Agreements, either consulted independent legal counsel or elected, notwithstanding the advisability of seeking such independent legal counsel, not to consult such independent legal counsel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

IN WITNESS WHEREOF, this Subscription Agreement has been duly executed by the duly authorized officer of the Company and the undersigned Investor or its duly authorized signatory, as the case may be, as of the date first written beneath the signature of such officer of the Company below.

<u>Subscription</u>	<u>Signature</u>
Number of Units: _____ Aggregate Purchase Price for Units : \$ _____ (USD \$1.50 times # of Units) Social Security or Federal Tax Identification No.: _____ Typed or printed name and address of the Investor: _____ _____ Fax No: _____ E-mail address: _____ Consent to receive notices by e-mail: Yes " No "	_____ (Print or type name of the Investor exactly as securities should be registered) By: _____ (Signature) _____ (Name of above signatory) _____ (Title, if applicable) _____ (Additional Signature, if applicable, e.g., joint tenants) _____ (Name of additional signatory)

IMPORTANT NOTE:

ALL INVESTORS MUST ALSO COMPLETE THE INVESTOR QUESTIONNAIRE ATTACHED AS EXHIBIT B. ADDITIONALLY, INVESTORS RESIDENT IN CANADA MUST COMPLETE THE CANADIAN ACCREDITED INVESTOR CERTIFICATE ATTACHED AS EXHIBIT C AND, IF APPLICABLE, THE FORM FOR INDIVIDUAL ACCREDITED INVESTORS ATTACHED AS EXHIBIT D.

IN WITNESS WHEREOF, CohBar, Inc. hereby accepts the above subscription, as of the date set forth below:

COHBAR, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE 1

Wire Instructions for Escrow Account

JP Morgan Chase
55 Water St.
New York, N.Y. 10041
ABA: 021000021
Account No: 530-354624
Swift code: CHASUS33
Beneficiary: American Stock Transfer
Reference: CohBar subscription escrow FBO [investor name]

EXHIBIT A

FORM OF WARRANT

[Filed Separately]

EXHIBIT B

INVESTOR QUESTIONNAIRE

The information contained herein is being furnished to CohBar, Inc., a Delaware corporation (the "Company"), in order for the Company to determine whether the undersigned's subscription for Units of the Company may be accepted pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "1933 Act") and/or Rule 506 of Regulation D promulgated thereunder ("Regulation D"). The Units are being offered without registration under the 1933 Act or the securities laws of any state or any other jurisdiction. Under the 1933 Act and/or certain state securities laws, the Company may be required to determine that an individual, an investing entity and/or each individual equity owner of an investing entity meets certain suitability requirements before selling the Units to such individual or entity.

The undersigned Investor understands that: (i) the Company will rely upon the following information; (ii) the Units and the Common Stock issuable upon conversion and exercise of the Warrants included in the Units, will not be registered under the 1933 Act in reliance upon the exemptions from registration provided by Section 4(2) of the 1933 Act and/or Rule 506 of Regulation D (although the Company has agreed to use its commercially reasonable efforts to register the resale of the Common Stock included in the Units and issuable upon exercise of the Warrants included in the Units); (iii) this Confidential Investor Questionnaire is not an offer to sell or a solicitation of any offer to buy or sell the Units or any other securities to the undersigned; and (iv) no subscription for any Units will be accepted unless the Subscriber is an Accredited Investor.

Your answers will be kept strictly confidential. However, by signing this Questionnaire, you agree that the Company may present this Questionnaire to such parties as it deems appropriate if called upon to establish the Company's entitlement to an exemption under the 1933 Act or any applicable state securities laws.

PLEASE ANSWER ALL QUESTIONS

If the appropriate answer is "None" or "Not Applicable", so state. Attach additional sheets if necessary to complete your answers to any item. The undersigned makes the following representations and warranties:

1. Name: _____

Name of spouse or additional purchaser: _____

If an Entity, type of Entity (e.g. Corporation, LLC, Partnership, Trust, etc.) and State of Organization:

_____ State: _____

Date of Birth or Date of Trust: _____

2. Home address or, if other than an individual, principal office address: _____

Telephone number: _____

Social Security Number: _____

Tax Identification Number: _____

3. The undersigned is an accredited investor (as defined in Rule 501(a) of Regulation D) because the undersigned is (check each appropriate description):

_____ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds \$1,000,000, excluding the value of the primary residence of such natural person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property, up to the estimated fair market value of the property;

_____ a natural person who had individual income exceeding \$200,000 in each of the two most recent years or joint income with that person's spouse exceeding \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

_____ a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

_____ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the Units, with total assets exceeding \$5,000,000.

_____ a corporation, Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Units, with total assets exceeding \$5,000,000.

_____ a trust, not formed for the specific purpose of acquiring the Units, with total assets exceeding \$5,000,000 and whose purchase is directed by a "sophisticated person," as defined in Rule 506(b)(2)(ii) of Regulation D.

(For the purposes of this questionnaire, a "sophisticated person" means any person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.)

_____ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, and (i) investment decisions for such plan are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is a bank, savings and loan association, insurance company or registered investment adviser or (ii) such plan has total assets exceeding \$5,000,000 or (iii) if a self directed plan, investment decisions are made solely by accredited investors.

- _____ an entity in which all of the equity owners are accredited investors.
- _____ a member of the Board of Directors or an executive officer of the Company.
- _____ a bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity.
- _____ an insurance company as defined in Section 2(13) of the 1933 Act.
- _____ an investment company registered under the Investment Company Act of 1940, as amended (the “ICA”).
- _____ a business development company as defined in Section 2(a)(48) of the ICA.
- _____ a Small Business Investment Company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958, as amended.
- _____ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.
- _____ a plan which has total assets in excess of \$5,000,000 and which is established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees.
- _____ a revocable trust which may be amended or revoked at any time by the grantors thereof, and all such grantors are Accredited Investors.
- _____ an Accredited Investor for the following reasons (describe reasons, if not previously provided):

4. The undersigned, if a resident of Canada, is one or more of the following:

(complete only if resident of Canada, check each appropriate description):

- _____ (a) purchasing the Units as principal and is an “Accredited Investor” within the meaning of National Instrument 45-106 entitled “Prospectus Exemptions” (“**NI 45-106**”);

(Important Note: You must also complete the Canadian Accredited Investor Certificate attached as Exhibit C and, if applicable, the Canadian Individual Accredited Investor Form at Exhibit D.)

_____ (b) a non-individual purchasing as principal such number of Units having an acquisition cost to the Investor of not less than Cdn\$150,000 paid in cash at the time of Closing; or

_____ (c) purchasing the Units as principal and is (*check the appropriate box below*)

- (i) a director, executive officer or control person of the Company (as such terms are defined in NI 45-106) or of an affiliate of the Company; or
- (ii) a spouse (as such term is defined in NI 45-106), parent, grandparent, brother, sister, child or grandchild of [insert name], a person referred to in (i) above; or
- (iii) a parent, grandparent, brother, sister, child or grandchild of [insert name], the spouse of a person referred to in (i) above; or
- (iv) a close personal friend of [insert name], a person referred to in (i) above; or
- (v) a close business associate of [insert name], a person referred to in (i) above; or
- (vi) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Company; or
- (vii) a parent, grandparent, brother, sister, child or grandchild of [insert name], the spouse of a founder of the Company; or
- (viii) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in (i) to (vii) above; or
- (ix) a trust or estate of which all the beneficiaries or a majority of the trustees or executors are persons described in (i) to (vii) above.

5. If the undersigned, is a resident of Canada, check the following, if applicable (*complete only if resident of Canada*):

_____ the undersigned is a registrant pursuant to applicable Canadian securities laws; and/or

_____ the undersigned is an insider of the Company pursuant to applicable Canadian securities laws.

SIGNATURE PAGE TO INVESTOR QUESTIONNAIRE

The undersigned represents and warrants to the Company that foregoing responses are complete and accurate. The undersigned will provide such further information as may be requested by the Company to verify the foregoing. The undersigned will notify the Company in writing regarding any material change in its responses prior to the Closing of the purchase of Units by the undersigned. Absent such notification, the issuance of the Units shall be deemed to be an automatic affirmation by the undersigned of the truth and accuracy of the statements and information set forth above.

Date: _____

(Exact name of Investor)

By: _____
(Signature)

(Name of above signatory)

(Title, if applicable)

(Additional Signature, if applicable, e.g., joint tenants)

(Name of Additional Signatory)

EXHIBIT C

CANADIAN ACCREDITED INVESTOR CERTIFICATE

TO BE COMPLETED ONLY IF THE INVESTOR IS RESIDENT IN CANADA

TO: CohBar, Inc. (the “**Company**”)

In connection with the issuance by the Company of common stock and warrants to the undersigned, the undersigned hereby represents, warrants and certifies to the Company that:

1. the undersigned is an “Accredited Investor” as defined in NI 45-106 or section 73.3 of the *Securities Act* (Ontario), on the basis that the undersigned fits within the category of Accredited Investor which the undersigned has indicated below; and
2. the undersigned was not created and is not being used solely to purchase or hold securities as an Accredited Investor described in paragraph (m) below.

The undersigned has indicated below the categories which the undersigned satisfies in order to qualify as an “Accredited Investor” *[Please initial or place a checkmark above the line to the left of each applicable item, complete the relevant information, if applicable, and sign this certificate].*

- (a) a Schedule I, II or III bank, or a Canadian financial institution
- (b) the Business Development Bank of Canada
- (c) a subsidiary of any person referred to in paragraph (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary
- (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer
- (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d)
- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador)
- (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec

- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government
- _____ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada

{Note: If you are an accredited investor described in paragraphs (j), (k) or (l) below you must also deliver a completed Form 45-106F9 – Form for Individual Accredited Investors (Exhibit D).}

- _____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds Cdn\$1,000,000

{Note: Financial assets include cash and securities, but do not include a personal residence – see the definition of “financial assets” later in this certificate. Financial assets are generally liquid or relatively easy to liquidate. You must subtract any liabilities related to your financial assets to calculate your net financial assets—see the definition of “related liabilities”. Financial assets held in a group RRSP under which you do not have the ability to acquire the financial assets and deal with them directly are not considered to be beneficially owned by you.}

- _____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds Cdn\$5,000,000

{Note: The financial assets of your spouse (including financial assets in a spousal RRSP) cannot be included in the calculation of net financial assets under this paragraph (j.1).}

- _____ (k) an individual whose net income before taxes exceeded Cdn\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded Cdn\$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year

- _____ (l) an individual who, either alone or with a spouse, has net assets of at least Cdn\$5,000,000

- _____ (l) an individual who, either alone or with a spouse, has net assets of at least Cdn\$5,000,000

{Note: To calculate net assets, take the value of your total assets (which may include a personal residence) and subtract your total liabilities (which may include a mortgage). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the subscription.}

- _____ (m) a person, other than an individual or investment fund, that has net assets of at least Cdn\$5,000,000 as shown on its most recently prepared financial statements
- _____ (n) an investment fund that distributes or has distributed its securities only to:
 - (i) a person that is or was an accredited investor at the time of the distribution;
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 (*Minimum amount investment*), or 2.19 (*Additional investment in investment funds*) of NI 45-106; or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 (*Investment fund reinvestment*) of NI 45-106
- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction
- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function

_____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors

{Note: If you have initialed this paragraph (t), name each owner of an interest, and indicate the category of accredited investor into which that person fits (by reference to the paragraph numbers in this Exhibit C). If a person named below is a director required by law to own a voting security, and that person is not an accredited investor, indicate "director" under Category.}

Name: _____ Category: _____

_____ (u) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse

{Note: If you have initialed this paragraph (u), name the person who established the trust and each trustee, and indicate the category of accredited investor into which that person fits (by reference to the paragraph numbers in this Exhibit C). If a person named below is not an accredited investor, indicate "N/A" under Category.}

Person who established trust: _____ Category: _____

Trustee(s): _____

_____ (v) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser

_____ (w) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor

[Signature Page Follows]

SIGNATURE PAGE TO CANADIAN ACCREDITED INVESTOR CERTIFICATE

The undersigned represents and warrants to the Company that foregoing responses are complete and accurate. The undersigned will provide such further information as may be requested by the Company to verify the foregoing. The undersigned will notify the Company in writing regarding any material change in its responses prior to the Closing of the purchase of Units by the undersigned. Absent such notification, the issuance of the Units shall be deemed to be an automatic affirmation by the undersigned of the truth and accuracy of the statements and information set forth above.

Date: _____

(Exact name of Investor)

By: _____
(Signature)

(Name of above signatory)

(Title, if applicable)

(Additional Signature, if applicable, e.g., joint tenants)

(Name of Additional Signatory)

Appendix to Canadian Accredited Investor Certificate – Definitions

As used in this certificate, the following terms have the following meanings.

“**Canadian financial institution**” means:

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; and
- (b) in Ontario, also means a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, *caisse populaire*, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be; and
- (c) outside of Ontario, also means a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, *caisse populaire*, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.

“**eligibility adviser**” means:

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
- (b) in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons; and
 - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.

“**executive officer**” means, for an issuer, an individual who is:

- (a) a chair, vice-chair or president;
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production; or
- (c) performing a policy-making function in respect of the issuer.

“**financial assets**” means:

- (a) cash;

- (b) securities; or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation.

“**foreign jurisdiction**” means a country other than Canada or a political subdivision of a country other than Canada.

“**founder**” means, in respect of an issuer, a person who:

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; and
- (b) at the time of the distribution or trade is actively involved in the business of the issuer.

“**investment fund**” has the same meaning as in National Instrument 81-106 — Investment Fund Continuous Disclosure and means a mutual fund or a non-redeemable investment fund.

“**jurisdiction of Canada**” means a province or territory of Canada.

“**non-redeemable investment fund**” means an issuer:

- (a) whose primary purpose is to invest money provided by its securityholders;
- (b) that does not invest:
 - (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund; or
 - (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund; and
- (c) that is not a mutual fund.

“**person**” includes:

- (a) an individual;
- (b) a corporation;
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
- (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative.

“**related liabilities**” means:

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or
- (b) liabilities that are secured by financial assets.

“**spouse**” means an individual who:

- (a) is married to another individual and is not living separate and apart within the meaning of *the Divorce Act* (Canada), from the other individual;
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

EXHIBIT D

FORM 45-106F9

FORM FOR INDIVIDUAL CANADIAN ACCREDITED INVESTORS

THIS EXHIBIT D MUST BE COMPLETED IF THE INVESTOR IS AN INDIVIDUAL RESIDENT OF CANADA DESCRIBED IN CATEGORY (j), (k) OR (l) OF THE CANADIAN ACCREDITED INVESTOR CERTIFICATE.

WARNING!	
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.	
SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Units	Issuer: CohBar, Inc.
Purchased from: CohBar, Inc.	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. (Instruction: Insert the total dollar amount of the investment.)	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of Information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
• Your net income before taxes was more than Cdn\$200,000 in each of the 2 most recent calendar years, and you expect it to be more than Cdn\$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than Cdn\$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than Cdn\$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than Cdn\$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than Cdn\$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON**5. Salesperson information**

(Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.)

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**6. For more information about this investment**

CohBar, Inc.
Attn: Jeffrey Biunno, Chief Financial Officer
1455 Adams Drive, Suite 2050
Menlo Park, CA 94025
Phone: (650) 446-7888, Ext. 109

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

(The Investor should keep one copy of this form (signed by the Investor) for the Investor's records.)

EXHIBIT E
CONTACT INFORMATION

Alberta Securities Commission

Suite 600, 250—5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

The Manitoba Securities Commission

500-400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba: 1-800-655-5244
Facsimile: (204) 945-0330

**Government of Newfoundland and Labrador
Financial Services Regulation Division**

P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593-8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of
information: Inquiries Officer

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

**Financial and Consumer Services
Commission (New Brunswick)**

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

**Government of the Northwest Territories
Office of the Superintendent of Securities**

P.O. Box 1320
Yellowknife, Northwest Territories X1A
2L9
Attention: Deputy Superintendent, Legal &
Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

**Government of Nunavut
Department of Justice**

Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A
7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca
(For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (for investment
fund issuers)

**Government of Yukon
Department of Community Services**

Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

Financial and Consumer Affairs

Authority of Saskatchewan
Suite 601—1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899



CohBar, Inc. Completes US\$5.2 Million Private Placement

Menlo Park, California – July 17, 2017 – CohBar, Inc. (OTCQX: CWBR and TSXV: COB.U) (“CohBar” or the “Company”), a preclinical stage biotechnology company focused on developing mitochondria based therapeutics (MBTs) to treat age-related diseases, announced today that it has closed its previously-announced non-brokered private placement offering (the “Offering”).

The Company issued 3,438,053 units at a price of US\$1.50 per unit for total proceeds of approximately US\$5.16 million. Each unit consists of one share of the Company’s common stock and one common stock purchase warrant. Each warrant can be exercised at any time prior to June 30, 2020 for the purchase of one common share of the Company’s stock at an exercise price of US\$2.25.

The securities issued in the Offering are subject to a Canadian statutory hold period of four months plus one day, during which they may not be traded through the facilities of the TSX Venture Exchange, or to or for the benefit of a Canadian resident. The Offering remains subject to final acceptance by the TSX Venture Exchange. The Offering was conducted as a non-brokered private placement and no fees were paid by the Company to finders or agents.

The Company intends to use the proceeds of the Offering primarily to continue advancing its lead drug candidate into clinical studies targeted for early 2018, and for general corporate purposes.

With the proceeds from the Offering, CohBar will have a cash and investments balance of approximately US\$12.5 million.

About CohBar

CohBar (OTCQX: CWBR and TSXV: COB.U) is a preclinical stage biotechnology company focused on the research and development of mitochondria based therapeutics (MBTs), an emerging class of drugs for the treatment of age-related diseases. MBTs originate from the discovery by CohBar’s founders of a novel group of peptides within the mitochondrial genome which regulate metabolism and cell death, and whose biological activity declines with age. CohBar’s efforts focus on the development of these mitochondrial-derived peptides (MDPs) into clinically relevant MBTs that offer the potential to address a broad range of age-related diseases, including obesity, fatty liver disease (NASH), type 2 diabetes, cancer, cardiovascular and neurodegenerative diseases. To date, the Company and its founders have discovered more than 65 biologically active mitochondrial peptides.

Forward-Looking Statements

This news release contains forward-looking statements (statements which are not historical facts) within the meaning of the Private Securities Litigation Reform Act of 1995 and “forward-looking information” within the meaning of applicable Canadian securities laws. Forward-looking statements include statements regarding CohBar’s planned use of the proceeds from this offering, anticipated final approval of the TSX Venture Exchange, and anticipated timeline for initiating clinical studies. Forward-looking statements are based on current expectations, estimates and projections that involve a number of risks and uncertainties that could cause actual results to differ materially from those anticipated by CohBar, including: uncertainties inherent in research and development; CohBar’s ability to meet anticipated commencement and completion dates for IND-enabling and initial clinical studies; the possibility of unfavorable study results; whether and when any investigational new drug application may be filed with or approved by regulatory authorities; and CohBar’s discretion to re-allocate the use of proceeds in the context of its business. Additional assumptions, risks and uncertainties are described in detail in our registration statements, reports and other filings with the Securities and Exchange Commission and applicable Canadian securities regulators, which are available on our website, and at www.sec.gov or www.sedar.com.

Neither TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

Contact Information:

Jon Stern
CohBar, Inc.
(650) 446-7888 ext. 111
jon.stern@cohbar.com