
**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: April 6, 2019
(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))

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.

The information in Item 5.02 is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously reported, CohBar, Inc. (the “**Company**”) entered into an Interim Chief Executive Officer Agreement with Dr. Philippe Calais, a director of the Company, pursuant to which Dr. Calais was engaged to serve as the Company’s Interim Chief Executive Officer (the “**Agreement**”), effective on December 7, 2018 (the “**Start Date**”).

On April 6, 2019, the Company and Dr. Calais entered into a letter agreement (the “**Extension Agreement**”) to, among other things, amend the term of Dr. Calais’ employment under the Agreement until the earliest of (i) the date that is seven (7) months after the Start Date, which shall be automatically extended by successive thirty (30) day periods unless terminated by either party, (ii) the date on which a permanent Chief Executive Officer commences employment with the Company and any transition services that Dr. Calais agrees to provide thereafter have been completed, or (iii) Dr. Calais’ resignation or the termination of Dr. Calais’ employment by the Company. Upon the expiration or termination of the Agreement as amended by the Extension Agreement, and except in the event of a termination by the Company for cause, Dr. Calais will also receive an additional stock option award under the Company’s Amended and Restated 2011 Equity Incentive Plan to purchase up to 24,000 shares of the Company’s common stock for each 30 day period he serves as the Company’s Interim Chief Executive Officer past the initial four (4) month term of the Agreement (the “**Subsequent Option Award**”). The exercise price of the Subsequent Option Award will be determined on the date of grant.

The foregoing summary of the material terms of the Extension Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Extension Agreement, a copy of which is attached as an exhibit hereto and which is incorporated by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1#	Interim Chief Executive Officer Agreement Extension, dated April 6, 2019, between Philippe Calais and CohBar, Inc.

Indicates management contract or compensatory plan, contract or arrangement.

Dr. Philippe Calais
2040 Alta Meadows Lane #1609
Del Ray Beach, Florida 33333

April 6, 2019

Re: Interim Chief Executive Officer Agreement Extension

Dear Philippe:

Reference is made to that Interim Chief Executive Officer Agreement (the "Agreement"), dated December 7, 2018, by and between you and CohBar, Inc. (the "Company"). Capitalized terms used herein but not defined shall the meanings given to such terms in the Agreement.

By this letter agreement (the "Extension Agreement"), the Company and you agree that Section 1(i) of the Agreement is hereby amended and restated in its entirety as follows:

(i) the date that is seven (7) months after the Start Date, which shall be automatically extended by successive thirty (30) day periods unless you or the Company terminates your employment pursuant to Section 6 of this Agreement;

The Company and you further agree that Section 4(f) of the Agreement is hereby amended and restated in its entirety as follows:

(f) Stock Options. Pursuant to the Company's Amended and Restated 2011 Equity Incentive Plan or a successor plan (the "Plan"), the Company shall grant you options to purchase up to 96,000 shares of the Company's common stock at an exercise price to be determined by the Board of Directors at the time of the grant in accordance with applicable law (the "Initial Options"). The Initial Options will be subject to the terms of the Plan and will become exercisable over a vesting term of four (4) months, subject to your continuous employment during such period. Vesting of the Initial Options will commence on the Start Date will vest in equal monthly installments of 24,000 shares on the same day of each month following the Start Date such that all shares subject to the award shall be vested and exercisable as of the date that is four (4) months after the Start Date (the "Initial Option Period"). The terms of the Initial Options shall be governed by the Plan and a Stock Option Agreement. You acknowledge that the Initial Options do not, and will not, constitute wages or compensation. Unless otherwise provided in the Plan or required by law, the Board of Directors of the Company shall have sole discretion regarding the exercise price of the Initial Options and other terms and conditions of the Initial Options grant.

Further, pursuant to the Plan, upon the expiration or termination of the term of your employment under this Agreement (except in the case of termination by the Company for Cause), the Company shall grant you options to purchase up to 24,000 shares of the Company's common stock for each full thirty (30) day period you serve as Interim Chief Executive Officer between the expiration of the Initial Option Period and the Separation Date, at an exercise price to be determined by the Board of Directors at the time of the grant in accordance with applicable law (the "Subsequent Options"). The Subsequent Options will be subject to the terms of the Plan and will be immediately vested upon grant. The terms of the Subsequent Options shall be governed by the Plan and a Stock Option Agreement. You acknowledge that the Subsequent Options do not, and will not, constitute wages or compensation. Unless otherwise provided in the Plan or required by law, the Board of Directors of the Company shall have sole discretion regarding the exercise price of the Subsequent Options and other terms and conditions of the Subsequent Options grant.

The Company and you further agree that the second paragraph of Section 6 of the Agreement is hereby amended and restated in its entirety as follows:

If, prior to the date that is seven (7) months after the Start Date, your employment is terminated by the Company without Cause or as a result of the hiring of a permanent Chief Executive Officer, then, in addition to payments earned through the Separation Date: (i) the Company will pay you the amount of your Base Salary as would have been earned had your employment continued until the date that is seven (7) months after the Start Date and (ii) all unvested Initial Options shall become fully vested and exercisable. Payments due to you after the Separation Date shall be paid in accordance with the Company's regular payroll practices.

Except to the extent amended hereby, (a) all of the definitions, terms, provisions and conditions set forth in the Agreement are hereby ratified and confirmed and shall remain in full force and effect, (b) the Agreement shall be read and construed with the amendments set forth in this Extension Agreement as a single agreement, and (c) the term "Agreement" in the Agreement shall henceforth be deemed a reference to such agreement as amended by this Extension Agreement.

This Extension Agreement may be signed in counterparts and the counterparts taken together will constitute one agreement. This Extension Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflicting provision or rule.

If this Extension Agreement is acceptable to you, please sign below and return the original, fully executed Extension Agreement to the Company.

Sincerely,

/s/ Albion Fitzgerald
Albion Fitzgerald

ACCEPTED AND AGREED:

/s/ Phillipe Calais
Phillipe Calais