

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

**FORM S-8  
REGISTRATION STATEMENT**

*UNDER  
THE SECURITIES ACT OF 1933*

**COHBAR, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**26-1299952**

(I.R.S. Employer  
Identification Number)

1455 Adams Drive, Suite 2050  
Menlo Park, CA 94025

(Address, including zip code, of Registrant's principal executive offices)

**Inducement Stock Option Award Agreements**  
(Full title of the plan)

Joseph J. Sarret  
Chief Executive Officer  
CohBar, Inc.

1455 Adams Drive, Suite 2050  
Menlo Park, CA 94025  
(415) 388-2222

(Name, address and telephone number, including area code, of agent for service)

*Please send copies of all communications to:*

Amanda Rose, Esq.  
Chelsea Anderson, Esq.  
Fenwick & West LLP  
1191 Second Avenue, Floor 10  
Seattle, WA 98101  
(206) 389-4510

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>		<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
		Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Share <sup>(3)</sup>	Proposed Maximum Aggregate Offering Price <sup>(3)</sup>	Amount of Registration Fee
Common Stock, par value \$0.001 per share (Inducement Stock Option Awards)	3,550,000 <sup>(2)</sup>	\$ 1.35	\$ 4,792,500	\$ 522.86

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's common stock that become issuable in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration that increases the number of the Registrant's outstanding shares of common stock.

(2) Consists of shares issuable under new hire inducement stock option awards granted on May 3, 2021 in accordance with The Nasdaq Stock Market, Inc. Rule 5635(c).

(3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act. The price per share and aggregate offering price are calculated on the basis of the exercise price of \$1.35 per share.

## PART I

### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for by Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the "Registration Statement") and has been or will be sent or given to participating service providers in accordance with Rule 428 of the Securities Act of 1933, as amended (the "Securities Act"), and the instructions to Form S-8. In accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission") and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

---

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference:

- (a) The Registrant's annual report on Form 10-K for the year ended December 31, 2021, as filed with the Commission on [March 30, 2021](#), and as amended on [June 2, 2021](#), including information specifically incorporated into the Registrant's Form 10-K from the Registrant's definitive proxy statement on [Schedule 14A](#), as filed with the Commission on April 30, 2021;
- (b) The Registrant's quarterly reports on Form 10-Q for the quarter ended March 31, 2021, as filed with the Commission on [May 17, 2021](#), and for the quarter ended June 30, 2021, as filed with the Commission on [August 12, 2021](#);
- (c) The Registrant's current reports on Form 8-K filed with the Commission on [April 27, 2021](#), [June 21, 2021](#), [August 10, 2021](#) and [August 17, 2021](#); and
- (d) The description of the Registrant's common stock contained in the Registrant's Registration Statement on [Form 8-A](#) filed with the Commission on December 13, 2017, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement.

#### Item 4. Description of Securities.

Not applicable.

#### Item 5. Interests of Named Experts and Counsel.

Not applicable.

#### Item 6. Indemnification of Directors and Officers.

As permitted by the Delaware General Corporation Law, the Registrant's certificate of incorporation eliminates the liability of directors to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent otherwise required by the Delaware General Corporation Law.

---

II-1

---

The Registrant's bylaws provide for similar indemnity to directors and officers of the Registrant, and further provide that the Registrant will indemnify any person who is or was made a party to any proceeding by reason of the fact that such person is or was a director or officer of the Registrant against expenses, judgments, fines, penalties and amounts paid in settlement incurred in connection therewith to the fullest extent authorized by the Delaware General Corporation Law.

The Registrant's bylaws authorize the Registrant's board of directors to enter into indemnification contracts with each of its officers and directors. The Registrant has entered into indemnification contracts with each of its directors and executive officers. The indemnification contracts provide for the indemnification of directors and officers against all expenses, liability and loss actually reasonably incurred to the fullest extent permitted by the Registrant's certificate of incorporation, bylaws and applicable law.

The Registrant's bylaws also authorize the Registrant to maintain insurance to protect any director or officer against any expense, liability or loss, whether or not the Registrant would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law. The Registrant maintains such insurance.

See also the undertakings set out in response to Item 9 hereof.

#### Item 7. Exemption From Registration Claimed.

Not applicable.

#### Item 8. Exhibits.

The following exhibits are filed herewith:

---

Incorporated by Reference

---

Exhibit Number	Exhibit Description	Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1	<a href="#">Third Amended and Restated Certificate of Incorporation of the Registrant.</a>	S-1	333-200033	3.2	12/16/2014	
3.2	<a href="#">Certificate of Amendment of Third Amended and Restated Certificate of Incorporation of the Registrant.</a>	8-K	001-38326	3.1	06/18/2020	
3.3	<a href="#">Amended and Restated Bylaws of the Registrant.</a>	8-K	000-55334	3.2	01/08/2015	
5.1	<a href="#">Opinion of Fenwick &amp; West LLP.</a>					X
23.1	<a href="#">Consent of independent registered public accounting firm.</a>					X
23.2	<a href="#">Consent of Fenwick &amp; West LLP (contained in Exhibit 5.1).</a>					X
24.1	<a href="#">Power of Attorney (included on the signature page to this Registration Statement).</a>					X
99.1	<a href="#">Forms of Inducement Stock Option Agreements – Sarret</a>					X

II-2

## Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant’s annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-3

## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Menlo Park, State of California, on this 9th day of September, 2021.

COHBAR, INC.

By: /s/ Jeffrey F. Biunno  
Jeffrey F. Biunno

Principal Financial Officer

POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS**, that each person whose signature appears below hereby constitutes and appoints Joseph J. Sarret and Jeffrey F. Biunno, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<b>Name</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Joseph J. Sarret</u> Joseph J. Sarret	Chief Executive Officer and Director (Principal Executive Officer)	September 9, 2021
<u>/s/ Jeffrey F. Biunno</u> Jeffrey F. Biunno	Chief Financial Officer, Treasurer and Secretary (Principal Accounting Officer and Principal Financial Officer)	September 9, 2021
<u>/s/ David Greenwood</u> David Greenwood	Chairman of the Board of Directors	September 9, 2021
<u>/s/ Nir Barzilai</u> Nir Barzilai	Director	September 9, 2021
<u>/s/ Pinchas Cohen</u> Pinchas Cohen	Director	September 9, 2021
<u>/s/ Albion J. Fitzgerald</u> Albion J. Fitzgerald	Director	September 9, 2021
<u>/s/ Phyllis Gardner</u> Phyllis Gardner	Director	September 9, 2021
<u>/s/ Misha Petkevich</u> Misha Petkevich	Director	September 9, 2021
<u>/s/ Carol Nast</u> Carol Nast	Director	September 9, 2021
<u>/s/ John Amatruda</u> John Amatruda	Director	September 9, 2021



1191 SECOND AVENUE, 10TH FLOOR SEATTLE, WA 98101  
TEL: 206.389.4510 FAX: 206.389.4511 WWW.FENWICK.COM

September 9, 2021

CohBar, Inc.  
1455 Adams Drive, Suite 2050  
Menlo Park, CA 94025

Ladies and Gentlemen:

At your request, as your counsel, we have examined the Registration Statement on Form S-8 (the "**Registration Statement**") to be filed by CohBar, Inc., a Delaware corporation (the "**Company**") with the Securities and Exchange Commission (the "**Commission**") on or about September 9, 2021 in connection with the registration under the Securities Act of 1933, as amended (the "**Securities Act**"), of an aggregate of 3,550,000 shares (the "**Shares**") of the Company's Common Stock, par value \$0.001 per share (the "**Common Stock**"), subject to issuance by the Company upon the exercise of awards granted pursuant to inducement stock option awards.

In connection with our opinion, we have examined such matters of fact as we have deemed necessary, which included examination of originals or copies of: the Company's Third Amended and Restated Certificate of Incorporation, as amended, and the Company's Amended and Restated Bylaws (together, the "**Charter Documents**"), the Registration Statement and the exhibits thereto; certain corporate proceedings of the Company's Board of Directors (the "**Board**") and the Company's stockholders; a certificate from the Company's transfer agent and the Company regarding the Company's outstanding and reserved capital stock and other securities; and such other documents as we have deemed advisable, and we have examined such questions of law as we have considered necessary.

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to, the authenticity and completeness of all documents submitted to us as originals, the genuineness of all signatures on documents reviewed by us, the conformity to originals and the completeness of all documents submitted to us as copies, the legal capacity of all parties executing any documents (other than the Company), the lack of any undisclosed termination or modification or waiver of any document, the absence of any extrinsic agreements or documents that might change or affect the interpretation or terms of documents, and the due authorization, execution and delivery of all documents by each party thereto other than the Company. In rendering our opinion, we have also relied upon a Certificate of Good Standing dated September 9, 2021 issued by the Delaware Secretary of State with respect to the Company and representations and certifications made to us by the Company, including without limitation representations in a Management Certificate addressed to us that the Company has available a sufficient number of authorized shares of Common Stock that are not currently outstanding or reserved for issuance under other outstanding securities or plans of the Company, to enable the Company to issue and deliver all of the Shares as of the date of this letter.

We render this opinion only with respect to, and we express no opinion herein concerning the application or effect of the laws of any jurisdiction other than, the existing Delaware General Corporation Law now in effect. We express no opinion with respect to the securities or "blue sky" laws of any state.

Based upon, and subject to, the foregoing, it is our opinion that when the Shares of Common Stock that may be issued by the Company pursuant to the exercise and settlement of the inducement option awards in accordance with the terms (including without limitation payment and authorization provisions) of the inducement option award agreements and have been duly registered on the books of the transfer agent and registrar for the Shares in the name or on behalf of the holders thereof, such Shares will be validly issued, fully paid and non-assessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the prospectuses constituting a part thereof and any amendments thereto. We do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. This opinion is intended solely for use in connection with the issuance and sale of the Shares subject to the Registration Statement and is not to be relied upon for any other purpose. In providing this letter, we are opining only as to the specific legal issues expressly set forth above, and no opinion shall be inferred as to any other matter or matters. This opinion is rendered on, and speaks only as of, the date of this letter first written above, and does not address any potential change in facts or law that may occur after the date of this opinion letter. We assume no obligation to advise you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention, whether or not such occurrence would affect or modify any of the opinions expressed herein.

Very truly yours,

/s/ Fenwick & West LLP

**FENWICK & WEST LLP**

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of CohBar, Inc. on Form S-8 of our report dated March 30, 2021, with respect to our audits of the financial statements of CohBar, Inc. as of December 31, 2020 and 2019 and for the years ended December 31, 2020 and 2019 appearing in the Annual Report on Form 10-K of CohBar, Inc. for the year ended December 31, 2020.

/s/ Marcum llp

Marcum llp  
New York, NY  
September 9, 2021

## COHBAR, INC.

INDUCEMENT STOCK OPTION GRANT NOTICE  
(Time-Based)

CohBar, Inc., a Delaware corporation (the “*Company*”) hereby grants to Optionholder an option to purchase the number of shares of the Company’s common stock (“*Common Stock*”) set forth below (the “*Option*”). The Option is subject to all of the terms and conditions as set forth herein, in the Option Agreement, and the Notice of Exercise<sup>1</sup>, all of which are attached hereto and incorporated herein in its entirety, and the Optionholder’s offer letter of employment from the Company, dated on or around April 26, 2021 (the “*Offer Letter*”).

**Optionholder:** Joseph Sarret

**Date of Grant:** May 3, 2021

**Vesting Commencement Date:** May 3, 2021

**Number of Shares**

**Subject to Option:** 2,250,000

**Exercise Price (Per Share):** \$1.35

**Total Exercise Price:** \$3,037,500

**Expiration Date:** May 2, 2031

The Option expires earlier if your Continuous Service terminates earlier, as described in the Option Agreement.

**Type of Grant:** Nonstatutory Stock Option

**Exercise Schedule:** Same as Vesting Schedule

**Vesting Schedule:** Twenty-five percent (25%) of the shares subject to the Option shall vest on the one-year anniversary of the Vesting Commencement Date. Thereafter, the remaining unvested shares subject to the Option shall vest in thirty-six successive equal monthly installments (rounded down to the nearest whole shares, except for the last vesting installment) on the same day of the month as the Vesting Commencement Date (or if there is no corresponding day in any such month, on the last day of such month), subject to the Optionholder’s Continuous Service (as defined in the Option Agreement) through each such date, such that all shares subject to the Option will be fully vested and exercisable on the fourth (4th) anniversary of the Vesting Commencement Date; provided, however that the Option shall also be eligible for the accelerated vesting provisions set forth in the Offer Letter.

**Payment:** By one or a combination of the following items (described in the Option Agreement):

By cash, check, bank draft or money order payable to the Company

By net exercise (if approved by the Board or a Committee thereof)

By cashless exercise through irrevocable directions to a securities broker approved by the Company to sell all or part of the shares of Common Stock covered by this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Exercise Price and any applicable tax withholding obligations.

**Additional Terms/Acknowledgements:** The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice and the Option Agreement. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement and the Offer Letter set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject. Optionholder agrees and consents to electronic delivery of the Option Agreement, the Notice of Exercise, and all related information.

COHBAR, INC.

By: \_\_\_\_\_  
[Signature]

Title: CFO \_\_\_\_\_

Date: \_\_\_\_\_

OPTIONHOLDER:

\_\_\_\_\_ *Joseph Sarret*

Date: \_\_\_\_\_

ATTACHMENTS: Option Agreement, Notice of Exercise

ATTACHMENT I

COHBAR, INC.  
INDUCEMENT OPTION AGREEMENT  
(Time-Based)

Pursuant to your Stock Option Grant Notice (“**Grant Notice**”) and this Option Agreement, Cohbar, Inc. (the “**Company**”) has granted you (“**you**” or “**Optionholder**”) an option to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice, subject to the terms, restrictions, and conditions of your offer letter of employment from the Company, dated on or around April 26, 2021 (the “**Offer Letter**”).

The details of your option are as follows:

**1. VESTING.** Subject to the limitations contained herein, your option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service except as otherwise provided in your Offer Letter.

For purposes of this Option Agreement, “**Continuous Service**” means that the Optionholder’s service with the Company or an affiliate of the Company (“**Affiliate**”), whether as an employee, director or consultant, is not interrupted or terminated. A change in the capacity in which the Optionholder renders service to the Company or an Affiliate as an employee, director, or consultant or a change in the entity for which the Optionholder renders such service, provided that there is no interruption or termination of the Optionholder’s service with the Company or an Affiliate, shall not terminate an Optionholder’s Continuous Service; provided, however, that if the entity for which an Optionholder is rendering service ceases to qualify as an Affiliate, as determined by the board of directors of the Company (the “**Board**”) in its sole discretion, such Optionholder’s Continuous Service shall be considered to have terminated on the date such entity ceases to qualify as an Affiliate. For example, a change in status from an employee of the Company to a consultant of an Affiliate or to a director shall not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company (other than with respect to himself), in that party’s sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence shall be treated as Continuous Service for purposes of vesting in this Option only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Optionholder, or as otherwise required by law.

**2. NUMBER OF SHARES AND EXERCISE PRICE.** The number of shares of Common Stock subject to your Option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments (as defined in the Company’s 2011 Equity Incentive Plan (the “**2011 Plan**”)), and such adjustment will be in the same manner and at the same time as similar adjustments are made pursuant to Section 9(a) of the 2011 Plan.

**3. METHOD OF PAYMENT.** Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in any other manner **permitted by your Grant Notice**, which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded, and to the extent permitted by law, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

3

(b) Provided that at the time of exercise the Common Stock is publicly traded, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. “**Delivery**” for these purposes, in the sole discretion of the Company at the time you exercise your option, shall include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company’s stock. For the purposes of this Option Agreement, “**Fair Market Value**” means, as of any date, the value of shares of Company Common Stock determined as follows: (i) if the shares of Common Stock are listed on any established stock exchange, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported by such stock exchange or national market system; (ii) if shares of Common Stock are regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low asked prices for the shares of Common stock on the day of determination; or (iii) in the absence of an established market for the shares of Common Stock, the Fair Market Value thereof shall be determined by the Board in compliance with Section 409A of the Code.

(c) Pursuant to the following deferred payment alternative:

(i) Not less than 100% of the aggregate exercise price, plus accrued interest, shall be due four years from date of exercise or, at the Company’s election, upon termination of your Continuous Service.

(ii) Interest shall be compounded at least annually and shall be charged at the minimum rate of interest necessary to avoid (1) the treatment as interest, under any applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), of any amounts other than amounts stated to be interest under the deferred payment arrangement and (2) the classification of your option as a liability for financial accounting purposes.

(iii) To elect the deferred payment alternative, you must, as a part of your written notice of exercise, give notice of the election of this payment alternative and, in order to secure the payment of the deferred exercise price to the Company hereunder, if the Company so requests, you must tender to the Company a promissory note and a pledge agreement covering the purchased shares of Common Stock, both in form and substance satisfactory to the Company, or such other or additional documentation as the Company may request.

(d) By a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company shall accept a cash or other payment from you to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; *provided further*, that shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter to the extent that (1) shares are used to pay the exercise price pursuant to the “net exercise,” (2) shares are delivered to you as a result of such exercise, and (3) shares are withheld to satisfy tax withholding obligations.

(e) in any other form of legal consideration that may be acceptable to the Board.

4



**4. WHOLE SHARES.** You may exercise your option only for whole shares of Common Stock.

**5. SECURITIES LAW COMPLIANCE.** Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act of 1933, as amended (the “*Securities Act*”). The exercise of your option also must comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

**6. TERM.** You may not exercise your option before the commencement or after the expiration of its term. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause (as defined in the Offer Letter);

(b) six months after the termination of your Continuous Service for any reason other than Cause or your Disability (as defined below) or death, provided that if during any part of such six month period you may not exercise your option solely because of the condition set forth in Section 5 relating to “Securities Law Compliance,” your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of six months after the termination of your Continuous Service;

(c) twelve months after the termination of your Continuous Service due to your Disability;

(d) eighteen months after your death if you die during your Continuous Service;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 6(b) or 6(c) above, the term of your option shall not expire until the earlier of 18 months after your death, the Expiration Date indicated in your Grant Notice, or the day before the tenth anniversary of the Date of Grant.

For purposes of this Option Agreement, “*Disability*” means, the inability of an Optionholder to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code and shall be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

#### **7. EXERCISE.**

(a) You may exercise the vested portion of your option during its term by delivering a Notice of Exercise (in a form designated by the Company at the time of exercise) together with the exercise price to the Chief Financial Officer of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of your option, or (2) the disposition of shares of Common Stock acquired upon such exercise.

**8. TRANSFERABILITY.** Except as otherwise provided in this Section 8, your option is not transferable except by will or by the laws of descent and distribution or by court order and is exercisable during your lifetime only by you or unless otherwise permitted by the Board in a manner consistent with applicable tax and securities laws. The terms of this Option Agreement will be binding upon the executors, administrators, heirs, successors and assigns of Optionholder. Notwithstanding anything to the contrary in this Section 8 or otherwise in this Option Agreement, if at any period of time the Company is relying on Rule 12h-1(f), your option is transferrable during such period only to the extent permissible under Rule 12h-1(f).

(a) **Domestic Relations Orders.** Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to a domestic relations order that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order to help ensure the required information is contained within the domestic relations order.

(b) **Beneficiary Designation.** Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company, designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, the executor or administrator of your estate shall be entitled to exercise this option and receive, on behalf of your estate, the Common Stock or other consideration resulting from such exercise.

**9. CORPORATE TRANSACTIONS.** Except as otherwise set for in this Option Agreement or the Offer Letter, in the event of Dissolution or Liquidation, Corporate Transaction or Change in Control (each as defined in the 2011 Plan), this option shall be treated in accordance with Section 9(b) – (d) of the 2011 Plan.

**10. OPTION NOT A SERVICE CONTRACT.** Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective stockholders, boards of directors, officers or employees to continue any relationship that you might have as a director or consultant for the Company or an Affiliate.

#### **11. WITHHOLDING OBLIGATIONS.**

(a) At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the maximum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock unless such obligations are satisfied.

**12. TAX CONSEQUENCES.** You hereby agree that the Company does not have a duty to design or administer its compensation programs in a manner that minimizes your tax liabilities. You shall not make any claim against the Company, or any of its officers, directors, employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option.

**13. NOTICES.** Any notices provided for in your option shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

**14. GOVERNING LAW; SEVERABILITY.** If one or more provisions of this Option Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Option Agreement, (ii) the balance of this Option Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Option Agreement shall be enforceable in accordance with its terms. This Option Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Notice and this Option Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in San Mateo County or the federal courts of the United States for the Northern District of California and no other courts.

**15. ENTIRE AGREEMENT; ENFORCEMENT OF RIGHTS.** The Stock Option Grant Notice, this Option Agreement and the Offer Letter constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning this option are superseded. No modification of or amendment to this Option Agreement, nor any waiver of any rights under this Option Agreement, shall be effective unless in writing and signed by the parties to this Option Agreement. The failure by either party to enforce any rights under this Option Agreement shall not be construed as a waiver of any rights of such party.

**16. ADMINISTRATION.** This Option Agreement will be administered by the either the Board or the Compensation Committee of the Board, which will have full power to implement and carry out this Option Agreement.

## ATTACHMENT II

### NOTICE OF EXERCISE COHBAR, INC.

Cohbar, Inc.  
1455 Adams Drive  
Menlo Park, CA 94025  
Attention: CFO

Date of Exercise: \_\_\_\_\_

Ladies and Gentlemen:

This constitutes notice under my option that I elect to purchase the number of shares of Common Stock of Cohbar, Inc. (the "Company") for the price set forth below.

Type of option:	<u>Nonstatutory Stock Option</u>
Option dated:	_____
Number of shares as to which option is exercised:	_____
Shares to be issued in name of:	_____
Total exercise price:	\$ _____
Cash payment delivered herewith:	\$ _____

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Option Agreement, and (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of the option.

I acknowledge that I have received a copy of the prospectus relating to this Option and the tax consequences of exercise. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the shares at this time.

I understand that all sales of shares are subject to compliance with the Company's policy on securities trades.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Option Agreement, the Company's Articles of Incorporation, Bylaws and/or applicable securities laws.

Very truly yours,

COHBAR, INC.

INDUCEMENT STOCK OPTION GRANT NOTICE  
(Performance-Based)

CohBar, Inc., a Delaware corporation (the “Company”) hereby grants to Optionholder an option to purchase the number of shares of the Company’s common stock (“Common Stock”) set forth below (the “Option”). The Option is subject to all of the terms and conditions as set forth herein, in the Option Agreement, and the Notice of Exercise<sup>1</sup>, all of which are attached hereto and incorporated herein in its entirety, and the Optionholder’s offer letter of employment from the Company, dated on or around April 26, 2021 (the “Offer Letter”).

Optionholder: Joseph Sarret  
Date of Grant: May 3, 2021  
Vesting Commencement Date: May 3, 2021  
Number of Shares  
Subject to Option: 1,300,000  
Exercise Price (Per Share): \$1.35  
Total Exercise Price: \$1,775,000  
Expiration Date: May 2, 2031

The Option expires earlier if your Continuous Service terminates earlier, as described in the Option Agreement.

Type of Grant: Nonstatutory Stock Option

Exercise Schedule: Same as Vesting Schedule

Vesting Schedule: The Option shall vest based on (i) the Optionholder’s Continuous Service (as defined in the Option Agreement) as set forth on Schedule A to this Stock Option Grant Notice (the “Vesting and Performance Schedule”) and (ii) the satisfactory achievement of the performance conditions set forth on the Vesting and Performance Schedule; provided, however that the Option shall also be eligible for the accelerated vesting provisions set forth in the Offer Letter.

Payment: By one or a combination of the following items (described in the Option Agreement):

By cash, check, bank draft or money order payable to the Company

By net exercise (if approved by the Board or a Committee thereof)

By cashless exercise through irrevocable directions to a securities broker approved by the Company to sell all or part of the shares of Common Stock covered by this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Exercise Price and any applicable tax withholding obligations.

Additional Terms/Acknowledgements: The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice and the Option Agreement. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement and the Offer Letter set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject. Optionholder agrees and consents to electronic delivery of the Option Agreement, the Notice of Exercise, and all related information.

COHBAR, INC.

OPTIONHOLDER:

By: [Signature]

Joseph Sarret

Title: CFO

Date:

Date:

ATTACHMENT I  
COHBAR, INC.  
INDUCEMENT OPTION AGREEMENT  
(Performance-Based)

Pursuant to your Stock Option Grant Notice (“*Grant Notice*”) and this Option Agreement, Cohbar, Inc. (the “*Company*”) has granted you (“*you*” or “*Optionholder*”) an option to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice, subject to the terms, restrictions, and conditions of your offer letter of employment from the Company, dated on or around April 26, 2021 (the “*Offer Letter*”).

The details of your option are as follows:

**1. VESTING.** Subject to the limitations contained herein, your option will vest as provided in your Grant Notice and the Vesting and Performance Schedule, provided that vesting will cease upon either the failure to achieve the applicable performance metrics set forth in the Vesting and Performance Schedule or the termination of your Continuous Service except as otherwise provided in your Offer Letter.

For purposes of this Option Agreement, “*Continuous Service*” means that the Optionholder’s service with the Company or an affiliate of the Company (“*Affiliate*”), whether as an employee, director or consultant, is not interrupted or terminated. A change in the capacity in which the Optionholder renders service to the Company or an Affiliate as an employee, director, or consultant or a change in the entity for which the Optionholder renders such service, provided that there is no interruption or termination of the Optionholder’s service with the Company or an Affiliate, shall not terminate an Optionholder’s Continuous Service; provided, however, that if the entity for which an Optionholder is rendering service ceases to qualify as an Affiliate, as determined by the board of directors of the Company (the “*Board*”) in its sole discretion, such Optionholder’s Continuous Service shall be considered to have terminated on the date such entity ceases to qualify as an Affiliate. For example, a change in status from an employee of the Company to a consultant of an Affiliate or to a director shall not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company (other than with respect to himself), in that party’s sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence shall be treated as Continuous Service for purposes of vesting in this Option only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Optionholder, or as otherwise required by law.

**2. NUMBER OF SHARES AND EXERCISE PRICE.** The number of shares of Common Stock subject to your Option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments (as defined in the Company’s 2011 Equity Incentive Plan (the “*2011 Plan*”), and such adjustment will be in the same manner and at the same time as similar adjustments are made pursuant to Section 9(a) of the 2011 Plan.

**3. METHOD OF PAYMENT.** Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in any other manner *permitted by your Grant Notice*, which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded, and to the extent permitted by law, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

(b) Provided that at the time of exercise the Common Stock is publicly traded, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. “*Delivery*” for these purposes, in the sole discretion of the Company at the time you exercise your option, shall include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company’s stock. For the purposes of this Option Agreement, “*Fair Market Value*” means, as of any date, the value of shares of Company Common Stock determined as follows: (i) if the shares of Common Stock are listed on any established stock exchange, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported by such stock exchange or national market system; (ii) if shares of Common Stock are regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low asked prices for the shares of Common stock on the day of determination; or (iii) in the absence of an established market for the shares of Common Stock, the Fair Market Value thereof shall be determined by the Board in compliance with Section 409A of the Code.

(c) Pursuant to the following deferred payment alternative:

(i) Not less than 100% of the aggregate exercise price, plus accrued interest, shall be due four years from date of exercise or, at the Company’s election, upon termination of your Continuous Service.

(ii) Interest shall be compounded at least annually and shall be charged at the minimum rate of interest necessary to avoid (1) the treatment as interest, under any applicable provisions of the Internal Revenue Code of 1986, as amended (the “*Code*”), of any amounts other than amounts stated to be interest under the deferred payment arrangement and (2) the classification of your option as a liability for financial accounting purposes.

(iii) To elect the deferred payment alternative, you must, as a part of your written notice of exercise, give notice of the election of this payment alternative and, in order to secure the payment of the deferred exercise price to the Company hereunder, if the Company so requests, you must tender to the Company a promissory note and a pledge agreement covering the purchased shares of Common Stock, both in form and substance satisfactory to the Company, or such other or additional documentation as the Company may request.

(d) By a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company shall accept a cash or other payment from you to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; *provided further*, that shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter to the extent that (1) shares are used to pay the exercise price pursuant to the “net exercise,” (2) shares are delivered to you as a result of such exercise, and (3) shares are withheld to satisfy tax withholding obligations.

(e) in any other form of legal consideration that may be acceptable to the Board.

**4. WHOLE SHARES.** You may exercise your option only for whole shares of Common Stock.

**5. SECURITIES LAW COMPLIANCE.** Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act of 1933, as amended (the “*Securities Act*”). The exercise of your option also must comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

**6. TERM.** You may not exercise your option before the commencement or after the expiration of its term. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause (as defined in the Offer Letter);

(b) six months after the termination of your Continuous Service for any reason other than Cause or your Disability (as defined below) or death, provided that if during any part of such six month period you may not exercise your option solely because of the condition set forth in Section 5 relating to “Securities Law Compliance,” your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of six months after the termination of your Continuous Service;

(c) twelve months after the termination of your Continuous Service due to your Disability;

(d) eighteen months after your death if you die during your Continuous Service;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 6(b) or 6(c) above, the term of your option shall not expire until the earlier of 18 months after your death, the Expiration Date indicated in your Grant Notice, or the day before the tenth anniversary of the Date of Grant.

For purposes of this Option Agreement, “*Disability*” means, the inability of an Optionholder to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code and shall be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

#### 7. EXERCISE.

(a) You may exercise the vested portion of your option during its term by delivering a Notice of Exercise (in a form designated by the Company at the time of exercise) together with the exercise price to the Chief Financial Officer of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of your option, or (2) the disposition of shares of Common Stock acquired upon such exercise.

**8. TRANSFERABILITY.** Except as otherwise provided in this Section 8, your option is not transferable except by will or by the laws of descent and distribution or by court order and is exercisable during your lifetime only by you or unless otherwise permitted by the Board in a manner consistent with applicable tax and securities laws. The terms of this Option Agreement will be binding upon the executors, administrators, heirs, successors and assigns of Optionholder. Notwithstanding anything to the contrary in this Section 8 or otherwise in this Option Agreement, if at any period of time the Company is relying on Rule 12h-1(f), your option is transferrable during such period only to the extent permissible under Rule 12h-1(f).

(a) **Domestic Relations Orders.** Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to a domestic relations order that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order to help ensure the required information is contained within the domestic relations order.

(b) **Beneficiary Designation.** Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company, designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, the executor or administrator of your estate shall be entitled to exercise this option and receive, on behalf of your estate, the Common Stock or other consideration resulting from such exercise.

**9. CORPORATE TRANSACTIONS.** Except as otherwise set for in this Option Agreement or the Offer Letter, in the event of Dissolution or Liquidation, Corporate Transaction or Change in Control (each as defined in the 2011 Plan), this option shall be treated in accordance with Section 9(b) – (d) of the 2011 Plan.

**10. OPTION NOT A SERVICE CONTRACT.** Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective stockholders, boards of directors, officers or employees to continue any relationship that you might have as a director or consultant for the Company or an Affiliate.

#### 11. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “cashless exercise” pursuant to a program developed under

Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

6

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the maximum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock unless such obligations are satisfied.

**12. TAX CONSEQUENCES.** You hereby agree that the Company does not have a duty to design or administer its compensation programs in a manner that minimizes your tax liabilities. You shall not make any claim against the Company, or any of its officers, directors, employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option.

**13. NOTICES.** Any notices provided for in your option shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

**14. GOVERNING LAW; SEVERABILITY.** If one or more provisions of this Option Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Option Agreement, (ii) the balance of this Option Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Option Agreement shall be enforceable in accordance with its terms. This Option Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Notice and this Option Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in San Mateo County or the federal courts of the United States for the Northern District of California and no other courts.

**15. ENTIRE AGREEMENT; ENFORCEMENT OF RIGHTS.** The Stock Option Grant Notice, this Option Agreement and the Offer Letter constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning this option are superseded. No modification of or amendment to this Option Agreement, nor any waiver of any rights under this Option Agreement, shall be effective unless in writing and signed by the parties to this Option Agreement. The failure by either party to enforce any rights under this Option Agreement shall not be construed as a waiver of any rights of such party.

**16. ADMINISTRATION.** This Option Agreement will be administered by the either the Board or the Compensation Committee of the Board, which will have full power to implement and carry out this Option Agreement.

7

## ATTACHMENT II

### NOTICE OF EXERCISE COHBAR, INC.

Cohbar, Inc.  
1455 Adams Drive  
Menlo Park, CA 94025  
Attention: CFO

Date of Exercise: \_\_\_\_\_

Ladies and Gentlemen:

This constitutes notice under my option that I elect to purchase the number of shares of Common Stock of Cohbar, Inc. (the "Company") for the price set forth below.

Type of option:	<u>Nonstatutory Stock Option</u>
Option dated:	_____
Number of shares as to which option is exercised:	_____
Shares to be issued in name of:	_____
Total exercise price:	\$ _____
Cash payment delivered herewith:	\$ _____

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Option Agreement, and (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of the option.

I acknowledge that I have received a copy of the prospectus relating to this Option and the tax consequences of exercise. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the shares at this time.

I understand that all sales of shares are subject to compliance with the Company's policy on securities trades.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Option Agreement, the Company's Articles of Incorporation, Bylaws and/or

applicable securities laws.

Very truly yours,

---

[Name]