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**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: March 29, 2018  
(Date of earliest event reported)**

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

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**Delaware**  
(State or other jurisdiction  
of incorporation)

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**000-55334**  
(Commission  
File Number)

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**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.

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**COHBAR, INC.**  
**FORM 8-K**

**Item 8.01 Other Events**

As previously reported, on March 29, 2018 and April 13, 2018, CohBar, Inc. (the “Company”) entered into Note and Warrant Purchase Agreements (the “Purchase Agreements”) with certain accredited investors (the “Investors”) pursuant to which the Company issued to the Investors an aggregate of \$3,902,500 of its 8% Unsecured Promissory Notes Due 2021 (the “Notes”). The Notes were issued together with warrants to purchase up to an aggregate of 780,500 shares of the Company’s common stock (the “Warrants”).

The forms of Purchase Agreement, Note and Warrant are filed as Exhibits 10.1, 4.1 and 4.2, respectively, to this Current Report on Form 8-K. The forms of Purchase Agreement, Note and Warrant are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit Number	Description
4.1	<a href="#">Form of Note</a>
4.2	<a href="#">Form of Warrant</a>
10.1	<a href="#">Form of Purchase Agreement</a>



THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE TRANSFERRED OR ASSIGNED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THIS NOTE UNDER SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER SUCH ACT AND APPLICABLE LAWS.

**FOR RESIDENTS OF CANADA ONLY:** 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 THE ORIGINAL ISSUE DATE SET FORTH BELOW.

WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THIS NOTE 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 ORIGINAL ISSUE DATE SET FORTH BELOW.

U.S. [\$\_\_\_\_\_]

Original Issue Date: March \_\_, 2018

### 8% UNSECURED PROMISSORY NOTE DUE 2021

CohBar, Inc., a Delaware corporation (“**Maker**” or “**Company**”), for value received, promises to pay to [NAME], [an individual/corporation/limited liability company organized under the laws of/residing in STATE/PROVINCE] (“**Holder**”), the principal sum of [\_\_\_\_\_, in U.S. funds (\$\_\_)] (the “**Principal Amount**”), on the following terms and conditions:

#### 1. PAYMENT PROVISIONS.

**1.1. Payment of Principal and Interest.** Interest shall accrue and be computed on the unpaid Principal Amount from the date of this Note at the rate of eight percent (8%) per annum on the basis of a 365 day year. The Principal Amount and all interest accrued and unpaid thereon shall become due and payable on March 29, 2021 (the “**Maturity Date**”). Upon payment in full of all Principal Amount and accrued interest payable hereunder, Holder shall surrender this Note to Maker for cancellation.

**1.2 Prepayment.** The indebtedness represented by this Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty, at the option of Maker and without the consent of Holder. Any prepayment(s) shall be applied first to any accrued but unpaid interest and second to the reduction of the Principal Amount. Any prepayment of the Principal Amount shall be subject to the provisions of Policy 5.1 of the TSX Venture Exchange (the “**TSXV**”), including but not limited to any adjustment of the term of any common stock purchase warrants issued to Holder by Maker pursuant to that Note and Warrant Purchase Agreement of even date hereof (the “**Purchase Agreement**”).

**1.3. Payment Location.** Unless otherwise directed in writing by Holder, all payments shall be made to Holder by wire transfer in accordance with instructions provided by Holder from time to time in writing.

**1.4 Cancellation of Indebtedness; Application to Exercise/Purchase Price .** Provided that the Company's common stock is not then listed on the TSXV, the Holder may elect to cancel all or a portion of the unpaid principal and interest outstanding hereunder as payment of an equivalent amount due to the Company in respect of (i) the exercise price of any warrant to purchase the Company's common stock issued by the Company and/or (ii) the purchase price payable for securities issued by the Company in a future financing transaction. Notwithstanding the foregoing, nothing herein shall give the Holder the right to participate in any future financing of the Company. In connection with any election to cancel indebtedness under this Section 1.4 the Holder shall execute and deliver to the Company a written acknowledgement confirming the amount of indebtedness to be cancelled and applied to the payment of a warrant exercise price or purchase price, as applicable, together with such other instruments and documents as shall be reasonably requested by the Company in connection therewith.

**2. DEFAULT.** The entire unpaid Principal Amount, together with all accrued and unpaid interest, shall become and be immediately due and payable upon written demand of Holder, without any other notice or demand of any kind or any presentment or protest, if any one of the following events (an "**Event of Default**") should occur and be continuing at the time of such demand, whether voluntarily or involuntarily or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or other order of any court or any order, rule or regulation of any governmental authority:

**2.1.** If Maker fails to make any payment as and when required herein, and such failure continues for five (5) business days after written notice from Holder specifying the failure and stating that it is a "notice of non-payment"; or

**2.2.** If Maker (i) makes a general assignment for the benefit of creditors, or (ii) applies for, consents to, acquiesces in, files a petition or an answer seeking, or admits (by answer, default or otherwise) the materials allegations of a petition filed against it seeking the appointment of a trustee, receiver, liquidator debtor-in-possession, or assignee in bankruptcy or insolvency of itself or for all or substantially all of its assets, or a reorganization, arrangement with creditors or other remedy, relief or adjudication available to or against a debtor under any bankruptcy or insolvency law or any law relating to relief of debtors; or

**2.3.** If a decree, order or judgment should have been entered adjudging Maker as bankrupt or insolvent, or appointing a trustee, receiver, liquidator debtor-in-possession, or assignee in bankruptcy or insolvency for it or for all or substantially all of its assets, or approving a petition seeking a reorganization, arrangement with creditors, or winding up or liquidation of its affairs on the grounds of insolvency or nonpayment of debts, and such decree, order or judgment should remain undischarged and unstayed for a period of one hundred twenty (120) days, or if any substantial part of the property of Maker is sequestered or attached and should not be returned to the possession of Maker or released from such attachment within one hundred twenty (120) days.

### 3. USURY LAWS; SENIOR DEBT.

**3.1** It is the intention of Maker and Holder to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable under this Note shall be subject to reduction to an amount that is the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. The aggregate of all interest contracted for under this Note shall under no circumstances exceed the maximum legal rate upon the principal amount remaining unpaid from time to time. If such interest does exceed the maximum legal rate, it shall be deemed a mistake and such excess shall be canceled automatically and, if theretofore paid, rebated to Maker or credited on the principal amount, or if this Note has been repaid, then such excess shall be rebated to Maker.

**3.2** During the term of the Note, Maker shall not, without the prior written consent of Holder, enter into a debt obligation senior in right of payment to Maker's obligations under this Note.

### 4. MISCELLANEOUS.

**4.1. Binding Effect.** This Note shall be binding upon and inure to the benefit of Maker, Holder and their respective permitted successors and assigns.

**4.2. Assignment.** This Note may not be sold, transferred, assigned, pledged or otherwise disposed of by Holder, in whole or part, directly or indirectly, without the prior written consent of Maker.

**4.3. Waiver.** Holder may extend the time for, waive or modify the performance of any obligation, agreement or condition of Maker contained in this Note; however, no such extension, waiver or modification shall (i) be effective unless it is in writing and signed by Holder, or (ii) operate as an extension, waiver, or estoppel of or with respect to any subsequent act or omission.

**4.4. Costs.** Maker shall pay the reasonable costs and expenses incurred by Holder in any legal proceeding brought to enforce Holder's rights under this Note (including reasonable attorneys' fees and court costs), including costs on appeal or in any bankruptcy.

**4.5. Notices.** Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is (a) delivered via courier to such party; (b) sent to the party entitled to receive it by mail, postage prepaid; or (c) delivered via email to such party, in each case at the following addresses:

in the case of Holder:

The address provided to Maker on Holder's signature page to the Purchase Agreement, or such other address as Holder shall have provided to the Company in writing.

in the case of Maker:

CohBar, Inc.  
1455 Adams Dr., Suite 2050  
Menlo Park, CA 94025  
Attn: Chief Financial Officer  
Email: jeff.biunno@cohbar.com

with a copy to:

Garvey Schubert Barer, P.C.  
1191 Second Avenue, Suite 1800  
Seattle, WA 98101  
Attention: Peter B. Cancelmo  
Email: pcancelmo@gsblaw.com

or to such other address as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section 4.5, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid will (i) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; and (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the second (2nd) business day following the date of mailing.

**4.6. Governing Law; Submission to Jurisdiction.** This Note shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in Delaware without reference to the choice of law principles. Any action, suit or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the state or federal courts located in the State of Delaware, and each of the parties consents to the exclusive jurisdiction of such courts in any such action, suit or proceeding and waives any objection to venue laid therein. Each of the parties hereto hereby consents to service of process in any such suit, action or proceeding in any manner permitted by the laws of the State of Delaware and waives and agrees not to assert by way of motion, as a defense or otherwise, in any such action, suit or proceeding any claim that service of process made in accordance with this Agreement does not constitute good and sufficient service of process.

**4.7. Construction.** The section headings set forth in this Note are for convenience of reference only and do not define, limit, construe the contents of or affect the meaning or interpretation of this Note or such sections. All terms used in this Note in the singular usage includes the plural and the masculine and neuter usages include the other and the feminine.

**4.8. Saturdays, Sundays, Holidays.** If any date that may at any time be specified in this Note as a date for the making of any payment or principal or interest on this Note or the taking of any other action should fall on a Saturday, Sunday, or a day which in New York, New York, should be a legal holiday, then the date for the making of that payment or taking of such other action shall be the next subsequent date which is not a Saturday, Sunday or legal holiday.

**4.9. Severability.** In the event that any provision of this Note is illegal, invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove illegal, invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude Holder from bringing suit or taking other legal action against Maker in any other jurisdiction to collect on Maker's obligations to Holder or to enforce a judgment or other court ruling in favor of Holder.

**4.10 Loss, Theft, Destruction or Mutilation.** Upon receipt of evidence satisfactory to Maker of the loss, theft, destruction or mutilation of this Note and, in the case of such loss, theft or destruction, upon delivery to Maker of an indemnity undertaking reasonably satisfactory to Maker, or, in the case of any such mutilation, upon surrender of this Note to Maker, Maker shall issue a new note, of like tenor and principal amount, in lieu of or in exchange for such lost, stolen, destroyed or mutilated note.

*[Remainder of Page Intentionally Left Blank – Signatures to Follow]*

IN WITNESS WHEREOF, the parties have executed this Note effective as of the day and year first above written.

**MAKER:**

**COHBAR, INC.**

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

Name: Jeffrey Biunno

Its: Chief Financial Officer

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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.

**FOR RESIDENTS OF CANADA ONLY:** 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 THE ORIGINAL ISSUE DATE SET FORTH BELOW.

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.**

**NONTRANSFERABLE  
COMMON STOCK PURCHASE WARRANT**

Warrant No. 2018 – [ ]

Original Issue Date: March [ ], 2018 (“**Original Issue Date**”)

**COHBAR, INC.**, a Delaware corporation (the “**Company**”), hereby certifies that, for value received, [NAME] (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 March 29, 2021 (the “**Expiration Date**”), subject to [Section 3.1\(c\)](#), and further 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 \$5.30 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, the NASDAQ capital market or another national securities exchange (as defined in Securities Exchange Act of 1934, as amended) on which the Company’s Common Stock may be listed, or, if the Company’s Common Stock is not then listed on the TSX Venture Exchange, the NASDAQ capital market or a national securities exchange, then such exchange or quotation system on which the Common Stock then primarily trades.

2. No Transfer. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “**Warrant Register**”), in the name of Holder. This Warrant may not be assigned or transferred by Holder.

3. Exercise and Duration of Warrants.

(a) All or any part of this Warrant shall be exercisable by Holder in any manner permitted by Section 9 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 in the manner indicated on the Exercise Notice. 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 (the “**New Warrant**”) evidencing the right to purchase the remaining number of Warrant Shares.

(c) Notwithstanding the foregoing, in the event that, on or before the first anniversary of the Original Issue Date, the Company prepays any amounts due pursuant to that 8% Unsecured Promissory Note Due 2021 issued by the Company to Holder on the Original Issue Date (the “**Note**”) and the shares of Common Stock are listed on the TSX Venture Exchange (the “**TSXV**”) on the date of such prepayment, the Expiration Date of some or all of this Warrant will be adjusted to be the date of the first anniversary of the Original Issue Date in accordance with Section 2.2 of Policy 5.1 of the TSXV.

4. 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 13). 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.

5. 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.

6. 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.

7. 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 8 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.

8. 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 8.

(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 8, 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.

9. Payment of Exercise Price. The Holder shall pay the Exercise Price by (i) wire transfer to the Company or cashier's check drawn on a United States bank made payable to the order of the Company or (ii) provided that the Company's common stock is not then listed on the TSXV, by the cancellation of indebtedness of the Company under the Note in an amount equal to the Exercise Price.

10. 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.

11. 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 11 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 11 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 11) 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 11).

12. 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 11.

13. 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.

**FOR RESIDENTS OF CANADA ONLY:** 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 MARCH [ ], 2018.

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 MARCH [ ], 2018.

#### 14. 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: Jeffrey Biunno  
Title: Chief Financial Officer

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**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. (the "Company"); and tenders herewith payment of

\$ \_\_\_\_\_ as the exercise price ("Exercise Price") thereof by:

- cash payment, or
- cancellation of Company indebtedness under the Note (as defined in the Warrant) in an amount equal to the Exercise Price

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 13 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)

\_\_\_\_\_



**NOTE AND WARRANT PURCHASE AGREEMENT**

This Note and Warrant Purchase Agreement, dated as of March 29, 2018 (this “**Agreement**”), is entered into by and among 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. The Company currently requires funds to help finance its continued operations.

B. The Investors are willing to advance funds to the Company in exchange for the issuance to them of certain promissory notes evidencing the Company’s obligation to repay the Investors’ loans of the advanced funds, all as provided in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Issuance of Notes and Warrants.**

(a) *The Notes.* The Company has authorized the issuance and sale to the Investors of the Company’s 8.0% Unsecured Promissory Notes due 2021 in the original aggregate principal amount of up to \$5,000,000 (the “**Maximum Amount**”). The Promissory Notes shall be substantially in the form set forth as Exhibit A hereto and are herein referred to individually as a “**Note**” and collectively as the “**Notes**,” which terms shall also include any notes delivered in exchange or replacement therefor.

(b) *The Warrants.* Concurrently with the issuance of the Notes the Company will issue to each Investor a non-transferable warrant (each a “**Warrant**” and collectively the “**Warrants**”) to purchase up to that number of shares of the Company’s Common Stock as shall be equal to the aggregate original principal amount the Note purchased by such Investor divided by \$5.00. Each Warrant will be issued in substantially the form set forth as Exhibit B hereto.

**2. Closings.** The Notes and Warrants (collectively, the “**Securities**”) shall be issuable in one or more closings as follows:

(a) *Initial Closing.* The first closing of the sale and purchase of the Securities (the “**Initial Closing**”) shall occur on such date, on or before March 30, 2018 (the “**Initial Termination Date**”), that the Company in its sole discretion chooses (the “**Initial Closing Date**”).

(b) *Second Closing*. If the Company issues and sells less than the Maximum Amount of Notes at the Initial Closing, then the Company may issue and sell in a subsequent closing (the “*Second Closing*”) held no later than April 15, 2018 (the “*Second Termination Date*”), additional Notes in an aggregate original principal amount up to the Maximum Amount, less the aggregate original principal amount of Notes issued in the Initial Closing. The issue and sale of the Notes to Investors in the Second Closing (“*Subsequent Investors*”) shall take place on such date, on or before the Second Termination Date as the Company in its sole discretion chooses (the “*Second Closing Date*”). Any Subsequent Investor who commits to purchase Notes in the Second Closing shall execute a counterpart signature page to this Agreement and shall thereafter be bound by this Agreement as an Investor.

3. **Investor Deliveries at Closing**. At or prior to each Closing, each Investor participating in such Closing will deliver to the Company:

(a) The purchase price for the Notes indicated on such Investor’s signature page hereto by wire transfer to the account designated by the Company or other delivery of immediately available funds.

(b) A completed and signed Investor Questionnaire (the “*Investor Questionnaire*”) in the form attached hereto as Exhibit C.

(c) If the Investor is resident in Canada:

(i) a completed Canadian Accredited Investor Certificate attached hereto as Exhibit D; (the “*Canadian Accredited Investor Certificate*”) and

(A) 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 E;

(B) if the Investor or, if applicable, the Disclosed Principal, is a Designated Corporate Placee, it either: (i) has previously filed with the TSX Venture Exchange (the “*TSXV*”) a Form 4C, Corporate Placee Registration Form (which can be found at <https://www.tsx.com/resource/en/470>), and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Agreement; or (ii) hereby delivers to the Company a duly signed and completed Form 4C for filing with the TSXV. For purposes of this Agreement, “*Designated Corporate Placee*” means a person that is not an individual and (i) is or will on Closing become an “insider” (as such term is defined in the policies of the TSXV) of the Company; (ii) is a member of the “Aggregate Pro Group” (as such term is defined in the policies of the TSXV); or (iii) will hold 5% or more of the issued and outstanding shares of Common Stock on Closing on either an undiluted or diluted basis (calculated in accordance with the policies of the TSXV); and

(C) any other further documentation as required under the applicable securities laws or stock exchange or other regulatory authority.

**4. Company Deliveries at Closing.** At each Closing the Company will issue and deliver to each Investor participating in the applicable Closing:

(a) A duly executed Note in the principal amount funded by such Investor at such Closing.

(b) A duly executed Warrant to purchase the number of shares of the Company's common stock calculated in accordance with Section 1(b) above.

(c) The Company shall send the Notes and accompanying Warrants to the Investors at the addresses furnished to the Company for that purpose.

(d) Any Investor funds received by the Company prior to the Initial Closing Date or the Second Closing Date, as applicable, shall be held in trust by the Company for the benefit of the Investor until consummation of the applicable Closing; provided, however, that if the Initial Closing or Second Closing, as applicable, shall not have occurred on or before 5:00 PM ET on the Initial Termination Date or the Second Termination Date, respectively, then, unless the Investor directs otherwise, the Company shall promptly return such funds to the Investor and the obligations of the Company and such Investor under this Agreement shall terminate.

**5. Representations and Warranties of the Company.** The Company represents and warrants to each Investor that:

(a) *Due Incorporation, Qualification, etc.* The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted; and (iii) is duly qualified, licensed to do business and in good standing as a foreign corporation in each jurisdiction where the failure to be so qualified or licensed could reasonably be expected to have a material adverse effect on the Company.

(b) *Authority.* The execution, delivery and performance by the Company of this Agreement, the Notes and the Warrants (the "**Transaction Documents**"), and the consummation of the transactions contemplated thereby (i) are within the power of the Company and (ii) have been duly authorized by all necessary actions on the part of the Company, except for corporate actions and filings necessary to effect the issuance of securities for which the Warrants may be exercised from time to time.

(c) *Enforceability.* Each Transaction Document executed, or to be executed, by the Company has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(d) *Non-Contravention*. The execution and delivery by the Company of the Transaction Documents executed by the Company and the performance and consummation of the transactions contemplated thereby do not and will not (i) violate the Company's Certificate of Incorporation or Bylaws (as amended, the "*Charter Documents*") or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other Person to accelerate (whether after the giving of notice or lapse of time or both), any material mortgage, indenture, agreement, instrument or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien or encumbrance upon any property, asset or revenue of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

(e) *Subsidiaries*. The Company does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity.

(f) *Approvals*. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other individual or entity (including, without limitation, the shareholders of any entity) is required in connection with the execution and delivery of the Transaction Documents executed by the Company and the performance and consummation of the transactions contemplated thereby, other than such as have been obtained and remain in full force and effect and other than such qualifications or filings under applicable securities laws or policies of the TSXV as may be required in connection with the transactions contemplated by this Agreement.

(g) *No Violation or Default*. The Company is not in violation of or in default with respect to (i) its Charter Documents or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company; or (ii) any material mortgage, indenture, agreement, instrument or contract to which the Company is a party or by which it is bound (nor is there any waiver in effect which, if not in effect, would result in such a violation or default).

(h) *Litigation*. No actions (including, without limitation, derivative actions), suits, proceedings or investigations are pending or, to the knowledge of the Company, threatened in writing against the Company at law or in equity in any court or before any other governmental authority that if adversely determined (i) would (alone or in the aggregate) result in a material liability; or (ii) seeks to enjoin, either directly or indirectly, the execution, delivery or performance by the Company of the Transaction Documents or the transactions contemplated thereby.

**6. Representations and Warranties of Investors.** Each Investor, for that Investor alone, represents and warrants to the Company upon the acquisition of a Note and Warrant as follows:

(a) 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.

(b) 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.

(c) 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.

(d) The Investor is acquiring the Securities as principal for the Investor's own account for investment and not with a view to resale or distribution. The Investor understands that neither the Securities, nor the shares issuable upon exercise of the Warrants (the “**Warrant Shares**”) 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.

(e) 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 sale and issuance of the Securities, and as a consequence:

(i) 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;

(ii) the Investor may not receive information that would otherwise be required to be provided to the Investor under the applicable Canadian securities laws; and

(iii) the Investor is relieved from certain obligations that would otherwise apply under the applicable Canadian securities laws.

(f) The Investor: (i) has been furnished, has carefully read, understands the terms and conditions of, and the information contained in 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 Securities, the Company and its business.

(g) The Investor recognizes that (i) the purchase of the Securities 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 Exemption Certificates, 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.

(h) 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 Securities.

(i) The Investor fully understands and agrees that the Investor must bear the economic risk of the purchase of the Securities for an indefinite period of time because, among other reasons, neither the Securities nor the Warrant Shares 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 Notes, Warrants or Warrant 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.

(j) The Investor acknowledges that the Warrants and the certificates representing Warrant Shares 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 ORIGINAL ISSUE DATE SET FORTH BELOW.**

(k) The Investor, if a resident of Canada, acknowledges that the Warrants and the Warrant Shares 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].**

(l) The Investor (i) can bear the risk of losing the entire investment in the Securities; (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 Securities 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 Securities; 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 Securities.

(m) 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.

(n) 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.

(o) The Investor understands and agrees that the Company is issuing the Securities 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.

(p) If a resident of Canada, the Investor also represents and warrants that the Investor:

(i) qualifies as an “accredited investor” (a “*Canadian Accredited Investor*”) as such term is defined in National Instrument 45-106 - *Prospectus Exemptions* (“*NI 45-106*”), and has confirmed that on the Canadian Accredited Investor Certificate 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 the Canadian Accredited Investor Certificate; or

(ii) is not an individual and purchases as principal such number of Securities 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.

(iii) The Investor agrees to comply with all applicable 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 Securities and the Warrant Shares. 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 the Investor’s purchase of the Securities. 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.

(q) The funds representing the aggregate purchase price in respect of the Securities 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 the Investor discovers that any such representation ceases to be true, and shall provide the Company with appropriate information in connection therewith.



(r) 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 Securities or the Warrant Shares.

(s) The Investor acknowledges that there is no government or other insurance covering the Securities or the Warrant Shares.

(t) 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.

(u) The Investor’s decision to tender this offer and purchase the Securities 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.

(v) The Investor acknowledges and understands that the expiry date of the Warrants may be accelerated in certain circumstances as set out in the certificate representing the Warrants, including in connection with an early prepayment of the Notes.

(w) 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.

**7. Conditions to Closing of the Investors.** Each Investor’s obligations at the applicable Closing are subject to the fulfillment, on or prior to the Initial Closing Date or the Second Closing Date, as applicable, of all of the following conditions:

(a) *Representations and Warranties.* The representations and warranties made by the Company in Section 5 hereof shall have been true and correct when made, and shall be true and correct on the applicable Closing Date.

(b) *Governmental Approvals and Filings.* Except for any notices required or permitted to be filed after the applicable Closing Date with the TSXV and with certain federal and state securities commissions, the Company shall have obtained all governmental and stock exchange approvals required in connection with the lawful sale and issuance of the Notes and Warrants.

(c) *Legal Requirements.* At the applicable Closing, the sale and issuance by the Company, and the purchase by the Investors, of the Notes and Warrants shall be legally permitted by all laws and regulations to which the Investors or the Company are subject.

(d) *Proceedings and Documents.* All corporate and other proceedings in connection with the transactions contemplated at the applicable Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Investors.

(e) *Transaction Documents.* The Company shall have duly executed and delivered to the Investor the following documents:

(i) This Agreement; and

(ii) The Note and Warrant to be issued to such Investor at the applicable Closing.

**8. Conditions to Obligations of the Company.** The Company's obligation to issue and sell the Notes and Warrants at the Closing is subject to the fulfillment, on or prior to the applicable Closing Date, of the following conditions, any of which may be waived in whole or in part by the Company:

(a) *Representations and Warranties.* The representations and warranties made by the applicable Investors in Section 6 hereof shall be true and correct when made, and shall be true and correct on the applicable Closing Date.

(b) *Governmental Approvals and Filings.* Except for any notices required or permitted to be filed after the Closing Date with certain federal and state securities commissions, the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Securities.

(c) *TSXV Approval.* The Company shall have received conditional approval for the issuance and sale of the Securities from the TSXV.

(d) *Purchase Price.* Each Investor shall have delivered to the Company the Purchase Price in respect of the Note and Warrant being purchased by such Investor.

**9. 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-3 registering the resale in the United States by the Investors of the Warrant Shares within 120 days after the Closing. Investors who are residents of Canada acknowledge that such Warrant Shares will be subject to a hold period in Canada expiring on the date 4 months and a day after the applicable Closing Date under applicable Canadian securities laws, regardless of whether or not the Company has an effective registration statement covering the resale of such Warrant Shares in the United States.

## 10. Miscellaneous.

(a) *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 F.

(b) *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.

(c) *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.

(d) *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.

(e) *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.

(f) *Entire Agreement.* This Agreement, and the Securities 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.

(g) *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

(h) *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.

(i) *Counsel.* This Agreement and all other agreements related to the issue and sale of the Notes and Warrants (the “**Offering Agreements**”) have been prepared by Garvey Schubert Barer, P.C., as counsel solely 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 NOTE AND WARRANT PURCHASE AGREEMENT**

IN WITNESS WHEREOF, this Note and Warrant Purchase 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.

**Subscription**

**Signature**

Principal Amount of Notes:

\$ \_\_\_\_\_

Social Security or

Federal Tax Identification No.:

\_\_\_\_\_

Typed or printed name and address of the Investor:

\_\_\_\_\_

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

\_\_\_\_\_

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

**COHBAR, INC.**

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

Name: Jeffrey Biunno

Title: Chief Financial Officer

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

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**Exhibit A**

FORM OF NOTE

*[intentionally omitted]*

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**Exhibit B**

FORM OF WARRANT

*[intentionally omitted]*

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**EXHIBIT C**

**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 the promissory notes (the "Notes") and common stock purchase warrants (the "Warrants" and together with the Notes, the "Securities") 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 Securities 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 Securities to such individual or entity.

The undersigned Investor understands that: (i) the Company will rely upon the following information; (ii) the Securities and the Common Stock issuable upon conversion and exercise of the Warrants (the "Warrant Shares") 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 Warrant Shares); (iii) this Confidential Investor Questionnaire is not an offer to sell or a solicitation of any offer to buy or sell the Securities or any other securities to the undersigned; and (iv) no subscription for any of the Securities 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: \_\_\_\_\_

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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

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 Securities, 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 Securities, with total assets exceeding \$5,000,000.

\_\_\_\_\_ a trust, not formed for the specific purpose of acquiring the Securities, 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.)

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\_\_\_\_\_ 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):

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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 Securities 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 D and, if applicable, the Canadian Individual Accredited Investor Form at Exhibit E).*
- \_\_\_\_\_ (b) a non-individual purchasing as principal such number of Securities 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 Securities 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 \_\_\_\_\_ [insert name], 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.

*(Important Note: If you are purchasing Securities under paragraph 4(c) and are a resident of Ontario or Saskatchewan you must also complete a risk acknowledgement form in Form 45-106F12 or 45-106F5, respectively. Please contact the Company for a copy of these forms).*

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.

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**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 Securities by the undersigned. Absent such notification, the issuance of the Securities 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)

  

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**EXHIBIT D**

**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

*{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 D). 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 D). 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]*

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**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 Securities by the undersigned. Absent such notification, the issuance of the Securities 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)

  

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## 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.

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**“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.

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**EXHIBIT E**

**FORM 45-106F9**

**FORM FOR INDIVIDUAL CANADIAN ACCREDITED INVESTORS**

THIS EXHIBIT E 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: Notes and Warrants 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](http://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](http://www.securities-administrators.ca).**

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

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**EXHIBIT F**  
**CONTACT INFORMATION**

**Alberta Securities Commission**

Suite 600, 250—5<sup>th</sup> 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  
2<sup>nd</sup> 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, 22<sup>nd</sup> 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](mailto:exemptmarketfilings@osc.gov.on.ca)  
Public official contact regarding indirect collection of information: Inquiries Officer

**Autorité des marchés financiers**

800, Square Victoria, 22<sup>e</sup> 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: [financementdesocietes@lautorite.qc.ca](mailto:financementdesocietes@lautorite.qc.ca)  
(For corporate finance issuers);  
[fonds\\_dinvestissement@lautorite.qc.ca](mailto:fonds_dinvestissement@lautorite.qc.ca) (for investment fund issuers)

**Government of Yukon  
Department of Community Services**

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

**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](mailto: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@fcnbc.ca](mailto:info@fcnbc.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  
1<sup>st</sup> Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: (867) 975-6590  
Facsimile: (867) 975-6594

**Prince Edward Island Securities Office**

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

**Financial and Consumer Affairs Authority of  
Saskatchewan**

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