



December 1, 2015

Last Dance Ventures, LLC
The Graybar Building
420 Lexington Avenue, Suite 300
New York, NY 10170

Re: Administrative Services Agreement

Gentlemen:

This letter agreement will confirm our agreement that, commencing on October 1, 2015, and continuing until such date that is two (2) weeks following delivery of written notice from either iAnthus Capital Management, LLC (the “Company”) or Last Dance Ventures, LLC (“LDV”) to the other party hereto of such party’s intention to terminate this letter agreement (such date hereinafter referred to as the “Termination Date”), LDV shall make available to the Company and its affiliates the services set forth on Exhibit A as may be reasonably requested by the Company from time to time. In exchange for such services rendered, the Company shall pay LDV the amount set forth on Exhibit A per month until the Termination Date.

This letter agreement constitutes the entire agreement and understanding of the parties hereto in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

This letter agreement may not be amended, modified or waived as to any particular provision, except by a written instrument executed by all parties hereto.

No party hereto may assign either this letter agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee.

This letter agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles.

[Signature page follows]

Very truly yours,

iANTHUS CAPITAL MANAGEMENT, LLC

By: _____

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and appears to be a variation of the company name.

AGREED TO AND ACCEPTED BY:

LAST DANCE VENTURES, LLC

By: _____

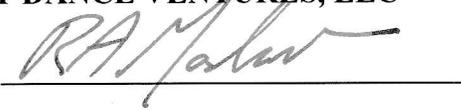
A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the initials 'RA' followed by a surname.

Exhibit A

LDV will provide six (6) full time equivalents (“FTEs”) to deliver the following services to the Company for \$70,000 per month:

1. Financial modeling and valuation analysis
2. Business development support
3. Company travel and administrative services
4. Future and current investment company operational analysis
5. Internal and external Company reporting creation
6. Cash management services
7. Bank account procurement and relationship management
8. Expense management
9. Insurance procurement
10. Staffing for center operations when requested
11. Management of the Company’s audited and unaudited financials creation process
12. Management of the Company’s state and federal entity filings
13. Management of the Company’s corporate books