

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934 (Amendment No. __)

AMARANTUS BIOSCIENCE HOLDINGS, INC.

(Name of Issuer)

Common stock, \$0.001 par value
(Title of Class of Securities)

02300U205
(CUSIP Number)

**Mikhail Gurevich
Dominion Capital LLC
256 W. 38th Street, 15th Floor
New York, NY 10018
(203) 293-8313**

With a copy to:

**David E. Danovitch, Esq.
Sullivan & Worcester LLP
1633 Broadway – 32nd Floor
New York, NY 10019
(212) 660-3000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 2, 2020

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.	02300U205
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1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Dominion Capital LLC 452571126	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Connecticut	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 14,176,424*
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 14,176,424*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,176,424*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.99%*	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

* Includes 14,176,424 shares of Common Stock issuable upon the conversion of convertible notes that are subject to a 4.99% blocking provision, meaning that they can be exercised only to the extent that such conversion would not cause the holder's and its affiliates' beneficial ownership of shares of Common Stock to exceed 4.99%. Excludes 721,257,420 shares of Common Stock issuable upon the conversion of convertible notes, none of which can be converted within 60 days of the date hereof, and are, therefore, not deemed to be beneficially owned by the Reporting Person. See Items 5(a) and 5(b).

SCHEDULE 13D

CUSIP No.	02300U205
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1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Mikhail Gurevich	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States Citizen	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 14,176,424*
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 14,176,424*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,176,424*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.99%*	
14	TYPE OF REPORTING PERSON (See Instructions) HC, IN	

* Includes 14,176,424 shares of Common Stock issuable upon the conversion of convertible notes that are subject to a 4.99% blocking provision, meaning that they can be exercised only to the extent that such conversion would not cause the holder's and its affiliates' beneficial ownership of shares of Common Stock to exceed 4.99%. Excludes 721,257,420 shares of Common Stock issuable upon the conversion of convertible notes, none of which can be converted within 60 days of the date hereof, and are, therefore, not deemed to be beneficially owned by the Reporting Person. See Items 5(a) and 5(b).

Item 1. Security and Issuer

This Schedule 13D relates to the common stock, par value \$0.001 (the "Common Stock") of Amaranthus Biosciences Holdings, Inc., a Nevada corporation (the "Issuer"). The address of the Issuer's principal executive offices is 45 Wall St., Suite 920, New York, NY 10005.

Item 2. Identity and Background

- (a) This Schedule 13D is being filed by Dominion Capital LLC, a Connecticut limited liability company (the "Investment Entity"), and Mikhail Gurevich ("Mr. Gurevich" and, together with the Investment Entity, the "Reporting Persons").
- (b) The principal business address of the Reporting Persons is 3 Fraser Lane, Westport CT 06880.
- (c) The principal business of the Investment Entity is to invest in a basket of uncorrelated assets, securities and related instruments. Mr. Gurevich is the Managing Member of the Investment Entity.
- (d) During the last five years, neither the Reporting Persons (or a controlling entity thereof) nor any executive officer or director of any of the Reporting Persons (or a controlling entity thereof) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, neither the Reporting Persons (or a controlling entity thereof) nor any executive officer or director of any of the Reporting Persons (or a controlling entity thereof) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Mr. Gurevich is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Considerations

The Investment Entity expended an aggregate of approximately \$6,236,479 of its own investment capital to acquire the securities of the Issuer held by the Investment Entity and disclosed in this Schedule 13D (the "Securities").

Item 4. Purpose of Transaction

The Investment Entity acquired most of the Securities during 2015 and 2016, based on what are believed to be a series of misstatements and over-aggressive representations by the Issuer's Chief Executive Officer Gerald Commissiong. The Reporting Persons believe that the subsequent decision of the Issuer to suspend its reporting obligations provided the Issuer to undertake a dramatic effort to divert corporate opportunities from the Issuer to other companies in which Mr. Commissiong had an interest, thus depriving the Reporting Persons and other creditors and shareholders the ability to receive value and a return on invested capital in the Issuer.

The Reporting Persons' analysis shows that years of abysmal oversight by the Issuer's Board of Directors, permitted management missteps, dismal operating performance, and a series of questionable transactions that have resulted in significant loss of economic and strategic value by the Issuer and a consequent deleterious effect on all investors and creditors of the Issuer.

The Reporting Persons are making this filing to, among other things, remind the Board that directors bear fiduciary responsibility to all shareholders and, in the case of an Issuer within the zone of insolvency or that is insolvent, to creditors of the Issuer. The Investment Entity, along with Anson Investments Master Fund LP (“AIMF”) and Lorient Ventures Ltd (“Lorient”), have signed a Letter Agreement (as defined below) and thus may be deemed to be a group (the “Group”) for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Act”). The Letter Agreement (as defined below) is described in Item 6 of this Schedule 13D and the attached Exhibit 99.1. Each member of the Group will file a separate Schedule 13D pursuant to Rule 13d-1(k)(2) under the Act containing its required information. No member of the Group assumes any responsibility for the information contained in the Schedule 13D filed by another member of the Group. Additionally, in the event that the Group shall be deemed to be the beneficial owners of all of the securities of the Issuer reported in the Schedule 13Ds filed by the members of the Group, neither of the Reporting Persons shall be deemed to be the beneficial owners of the securities of the Issuer reported in the Schedule 13D of any other member of the Group, and each of the Reporting Persons expressly disclaims beneficial ownership of any securities of the Issuer other than those reported in this Schedule 13D.

The Reporting Persons, along with the other members of the Group, may also take other steps to increase shareholder value as well as pursue other plans or proposals that relate to, or would result in, any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D. As an initial matter, the Group intends to send management of the Issuer a letter that details defaults on obligations and undertakings to the members of the Group, as well as breaches of fiduciary duty and taking of corporate opportunities to the Issuer in favor of other interests of Mr. Commissiong and others. For instance, on March 26, 2018, the Issuer and the members of the Group entered into certain tender exchange agreements, pursuant to which the Issuer issued to the Investment Entity a Senior Secured Convertible Note, dated March 26, 2018, in the original principal amount of \$2,313,244.00 and an Unsecured Convertible Note, dated March 26, 2018, in the original principal amount of \$3,923,235.00 (the “March 2018 Notes”). Despite the Issuer’s obligation to repay the March 2018 Notes by December 26, 2018 (at latest), the Issuer has failed to repay any amounts due under the March 2018 Notes.

The Reporting Persons, along with the other members of the Group, are exploring rights and causes of action against, among others, Todos Medical Ltd. (“Todos”), a public company that Mr. Commissiong serves as Chief Executive Officer and director, and which has engaged in transactions of a questionable nature with the Issuer. For instance, SEC filings of Todos have disclosed that:

On February 27, 2019, we entered into a joint venture agreement with Amarantus, pursuant to which we issued Ordinary Share representing 19.99% of our then outstanding Ordinary Shares to Amarantus, in exchange for Amarantus transferring to us 19.99% of Breakthrough, a wholly-owned subsidiary of Amarantus, and for Amarantus assigning the License to Breakthrough. As part of the transaction, we agreed to provide working capital to Breakthrough to support Breakthrough’s operations. As part of the Breakthrough joint venture, we were granted an exclusive option, which was limited to an exercise period of 60 days from its date, to acquire the remaining 80.01% of Breakthrough from Amarantus. At our 2019 annual meeting of shareholders, our shareholders approved a resolution authorizing us to exercise our option to acquire the remaining 80.01% of Breakthrough from Amarantus in exchange for an additional 30% of our then issued and outstanding Ordinary Shares. While the Breakthrough option has not yet been exercised, the option has been extended by both parties and remains in effect. Our Chief Executive Officer, Gerald Commissiong, is also the Chief Executive Officer of Amarantus.

The Reporting Persons, along with the other members of the Group, intend to review their investment in the securities of the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons, along with other members of the Group, may in the future take such actions with respect to their investments in the Issuer as they deem appropriate including, without limitation, (i) having open communications with the Issuer's management and board of directors in order to monitor their efforts to increase shareholder value and not squander or secrete Issuer resources, assets, or opportunities outside of Amarantus, (ii) pursuing litigation to enjoin corporate transactions that the Reporting Persons and/or other members of the Group believe have or may be designed to create value away from the Issuer's current stakeholders for the benefit of management and other as-yet unidentified persons, (iii) seeking to elect a slate of directors to the Issuer's board of directors who will better manage the affairs of the Issuer and not permit a destructive dissipation of its assets and corporate opportunities, and (iv) reviewing the Issuer's securities filings for compliance with federal securities laws and, where appropriate, making referrals to the SEC. The response under Item 6 below is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

- (a) (b) As of 9:30 a.m., New York City time, on the date of this Schedule 13D, the Reporting Persons beneficially own an aggregate of 14,176,424 shares of the Issuer's Common Stock, all of which are held in the name of the Investment Entity. The Securities represent 4.99% of the Issuer's Common Stock outstanding. Percentages of the Common Stock outstanding reported in this Schedule 13D are calculated based upon the 269,920,256 shares of Common Stock outstanding as of December 31, 2019, as reported in the Issuer's Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines, filed by the Issuer with the OTC Market on July 29, 2020. Each of the Reporting Persons shares voting and dispositive power over the shares of Common Stock beneficially owned by the Investment Entity.

Additionally, the Investment Entity owns convertible securities of the Issuer and/or securities which may be exercised for additional shares of the Issuer's Common Stock, which contain provisions limiting the beneficial ownership of the Investment Entity to 4.99% of the Issuer's Common Stock outstanding. In the event that all of these beneficial ownership limitations were removed, which the Investment Entity could do at anytime by providing at least 61 days' prior written notice to the Issuer, the beneficial ownership of each of the Reporting Persons could be increased to 735,433,844 shares of Common Stock or approximately 73.15% of the Issuer's Common Stock outstanding.

As a result of entering into the Letter Agreement (as defined below), the Investment Entity and the other members of the Group may be deemed to have formed a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Act. The Securities reported in this Schedule 13D do not include securities of the Issuer owned by AIMF or Lorient, each of which will file a separate Schedule 13D reporting, based solely on the information provided to the Reporting Persons by each of AIMF and Lorient, beneficial ownership of 14,176,424 shares of Common Stock (the "AIMF Shares") and the beneficial ownership of 14,176,424 shares of Common Stock (the "Lorient Shares"), respectively. The Reporting Persons assume no responsibility for the information contained in the Schedule 13D of either AIMF or Lorient, or any amendment to either of such Schedule 13Ds.

As a result of the Letter Agreement, based solely on the information provided to the Reporting Persons by AIMF and Lorient, with respect to their respective reported beneficial ownership of the Issuer's Common Stock, the Group may be deemed to beneficially own in the aggregate 14,176,424 shares of Common Stock, which represents approximately 4.99% of the outstanding shares of Common Stock; provided, however, that the Reporting Persons disclaim beneficial ownership with respect to any of the AIMF Shares or the Lorient Shares. Additionally, to the extent that any limitations on beneficial ownership are removed from securities held by all of the members of the Group and, based solely on information provided to the Reporting Persons by AIMF and Lorient, with respect to any beneficial ownership limitations included in securities of the Issuer held by them, the beneficial ownership of the Group could be increased to 1,472,806,799 shares of Common Stock or approximately 84.51% of the Issuer's Common Stock outstanding; provided, however, that the Reporting Persons disclaim beneficial ownership with respect to any of the shares of Common Stock beneficially owned by AIMF and Lorient.

- (c) None of the Reporting Persons has effected any transactions in the Common Stock of the Issuer in the past 60 days.
- (d) Other than the Investment Entity, and except as set forth in this Schedule 13D, no other person is known to have the right to receive, or the power to direct the receipt of, dividends from or proceeds from the sale, of the Securities.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

On October 2, 2020, the Investment Entity entered into an agreement (the "Letter Agreement") with AIMF and Lorient to coordinate certain efforts with respect to their investments in the Issuer. The Letter Agreement provides that the Investment Entity will take the lead on all activities related to the Group's pursuit of the collection efforts on behalf of the several institutional investors including: (i) the making, revising or withdrawing of any proposals to the Issuer regarding the conduct of its business, corporate governance matters, corporate transactions or otherwise; (ii) the conduct or settlement of any proxy contest, consent solicitation or similar actions involving the Issuer; (iii) the manner, form, content and timing of any communications with the Issuer as well as any public disclosures, public statements or other public communications, in each case relating to the Issuer, the Letter Agreement or the activities contemplated by the Letter Agreement (except to the extent such disclosure is required by applicable law); (iv) the conduct of any litigation or investigation related to the Issuer or the activities contemplated by the Letter Agreement, involving the Issuer, its Board, members of management, and any third-party recipients of assets or value that has been illegally or improperly directed away from the Issuer; and (v) otherwise seeking to change or influence the management, directors, governing instruments, stockholders, policies or affairs of the Issuer.

Pursuant to the Letter Agreement, the Investment Entity, AIMP and Lorient have each acknowledged and agreed that none of them has any interest in the profits or losses of any other member of the Group, in connection with its acquisition or disposition of any securities of the Company. Additionally, none of the members of the Group have entered into any voting agreements or similar arrangement, among themselves, and no member of the Group has any voting rights or dispositive power over any securities of the Issuer held by any other member of the Group.

Item 7. Material to Be Filed as Exhibits

[Exhibit 99.1 – Letter Agreement, dated as of October 2, 2020, by and among Dominion Capital LLC, Anson Investments Master Fund LP and Lorient Ventures Ltd.](#)

[Exhibit 99.2 – Joint Filing Agreement, dated as of October 2, 2020, by and among Dominion Capital LLC and Mikhail Gurevich.](#)

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated : October 5, 2020

DOMINION CAPITAL LLC
By Dominion Capital Holdings LLC, its investment adviser

/s/ Mikhail Gurevich
Signature

Mikhail Gurevich / Managing Member
Name/Title

/s/ Mikhail Gurevich
Mikhail Gurevich

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of this filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).

AGREEMENT

THIS AGREEMENT, dated as of October 2, 2020, (the "Agreement") is by and between Dominion Capital LLC ("Dominion"), Anson Investments Master Fund LP ("AIMF") and Lorient Ventures Ltd.

WHEREAS, the parties believe that the value of their investment in the securities listed on Schedule I to this Agreement ("Securities"), of Amarantus Biosciences Holding Inc. (the "Company"), have been compromised by certain actions taken by the Company and its management and inaction or ambivalence by the Company's Board of Directors; and

WHEREAS, the parties will seek to engage in private and public discussions with members of the Company's board and management, and consider the necessity and benefits of more aggressive action, including, among other things, initiation of litigation against the Company and other third parties.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. Coordinated Activities. Dominion will take the lead on all activities related to the parties' pursuit of representation on the Board of Directors of the Company (the "Board") including: (i) the making, revising or withdrawing of any proposals to the Company regarding the conduct of its business, corporate governance matters, corporate transactions or otherwise; (ii) the conduct or settlement of any proxy contest, consent solicitation or similar actions involving the Company; (iii) the manner, form, content and timing of any communications with the Company as well as any public disclosures, public statements or other public communications, in each case relating to the Company, this Agreement or the activities contemplated by this Agreement (except to the extent such disclosure by AIMF and/or Lorient is required by a regulatory filing, but subject to Section 4 below); and (iv) the conduct of any litigation or investigation related to the Company or the activities contemplated by this Agreement so long as, in each case, AIMF or Lorient is not a party thereto; provided, however, that Dominion will not enter into any settlement or other agreement with the Company or its Board or the pursuit of a corporate transaction involving the Company without the consent of AIMF or Lorient. Dominion covenants and agrees to consult with AIMF and Lorient with respect to the form, content and timing of any communications with the Company or the taking of any of the other actions set forth in the foregoing sentence. Neither Dominion nor AIMF nor Lorient will enter into any agreement, arrangement or understanding with any other person in connection with the holding, voting or disposition of Securities; provided that notwithstanding the foregoing Dominion may enter into any such agreement, arrangement or understanding with its affiliates. Each of AIMF and Lorient covenants and agrees to cooperate with Dominion in connection with the activities contemplated by this Section 1.

2. Communications. This Agreement shall not restrict AIMF's or Lorient's ability to have discussions with family members and fiduciaries acting for their benefit or their respective advisors, provided, that (i) if AIMF or Lorient determines to send any written material in connection with such discussions, each will send only publicly available documents (or links thereto) or will otherwise provide Dominion with an opportunity to comment on any such written materials before the same are sent, and (ii) AIMF and/or Lorient will keep Dominion reasonably informed of any oral discussions that are relevant to the process. Except (i) for communications in accordance with the foregoing sentence and (ii) as required by law, neither AIMF nor Lorient will and will request that its affiliates do not, make any statements (a) which could reasonably be expected to be made public, (b) to Company officers or directors or to persons acting on behalf of such persons, in each case regarding the Company or AIMF's or Lorient's investment in the Company, without the prior written consent of Dominion, which will not be unreasonably withheld. Each party shall reasonably promptly inform the other following any inquiry, outreach or other communication, including any, e-mail correspondence and telephone calls, from, or on behalf of, the Company, including any of its officers, directors, legal advisors, financial advisors or other representatives, that are relevant to the process.

3. Regulatory Reporting. The parties shall cooperate including providing the other party with not less than 24 hours prior notice (unless a shorter time is reasonably required by the circumstances) in connection with any regulatory filing that may be required to be made in connection with the matters contemplated by this Agreement, including any filing made pursuant to Regulation 13D under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The parties will file their own Schedule 13D in the event any group formed hereunder is required to make such filing. Each of the parties agrees that it shall be responsible for the completeness and accuracy of the information concerning it contained in any filing pursuant to Section 13(d), Section 14(a) or Section 16 of the Exchange Act and hereby agrees to indemnify the other party, from and against any losses, damages, costs, expenses (including any reasonable and documented attorneys' fees), fines, penalties, disbursements and amounts paid in settlement arising out of any failure with respect to the completeness or accuracy of such information. Each party will disclaim beneficial ownership of the securities reported by each of the other parties in their respective Schedule 13D.

4. Termination. This Agreement will terminate at October 2, 2021, unless earlier terminated by mutual written agreement of the parties. Notwithstanding anything to the contrary contained herein, the last sentence of Section 3 and Sections 6, 7 and 8 shall survive any termination of this agreement.

5. Relationship of the Parties. Nothing in this Agreement shall be construed as creating among the parties any joint venture, partnership, association or other entity for any purpose (including, without limitation, for U.S. income tax purposes) or any agency relationship, nor shall any party, except as expressly set forth in this Agreement, (i) have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party or (ii) have any fiduciary or other duties to any other party. Each party agrees that it does not have any interest in the profits or losses of the other party in connection with its acquisition or disposition of any securities of the Company.

6. Expenses. Each party shall bear a proportionate amount of the expenses incurred pursuant to this Agreement, which proportion shall be such party's ratable percentage of the total investment amount outstanding as of the date of this Agreement.

7. Miscellaneous. This Agreement (i) shall be governed by and construed in accordance with the laws of the State of New York, (ii) may not be assigned, amended, waived or modified except by a writing signed by each party, (iii) may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument and (iv) represents the entire agreement between the parties with respect to the subject matter of this agreement. For purposes of this agreement "beneficially own" or "beneficial ownership" with respect to any securities shall mean having "beneficial ownership" of such securities as determined pursuant to Rule 13d-3 under the Exchange Act.

8. Confidentiality. Each party will treat all non-public information received from the other party as confidential and use reasonable precautions to safeguard the confidentiality of such information.

9. Privilege: Joint Defense. To the extent that any confidential information may include materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each party understands and agrees that the parties have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of the parties that the sharing of such materials is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All confidential information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this agreement, and under the joint defense doctrine.

10. Specific Performance. Each party to this agreement acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by it and consents to a court of competent jurisdiction entering an order finding that the non-breaching party has been irreparably harmed as a result of any such breach and to the granting of injunctive relief as a remedy for any such breach, without the necessity of posting a bond.

11. Each party hereby represents and warrants to the other party that, except as set forth on Schedule I, such party does not have beneficial ownership of any securities of the Company as of the date hereof.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first written above.

DOMINION CAPITAL LLC

By: /s/ Mikhail Gurevich
Name: Mikhail Gurevich
Title: Authorized Signatory

ANSON INVESTMENTS MASTER FUND LP

By: /s/ Amin Nathoo
Name: Amin Nathoo
Title: Director of Anson Advisors Inc., co-investment advisor
of Anson Investments Master Fund LP

LORIENT VENTURES LTD.

By: /s/ Eliyahu Hassett
Name: Eliyahu Hassett
Title: Director

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including any and all amendments thereto) with respect to the common stock, par value \$0.001 per share, of Amaranthus Biosciences Holdings, Inc., a Nevada corporation, and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filings.

The undersigned further agree that each party hereto is responsible for the timely filing of such Statement on Schedule 13D and any amendments thereto, and for the accuracy and completeness of the information concerning such party contained therein; provided, however, that no party is responsible for the accuracy or completeness of the information concerning any other party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of October 2, 2020.

DOMINION CAPITAL LLC

By: Dominion Capital Holdings LLC,
its investment adviser

/s/ Mikhail Gurevich
Mikhail Gurevich
Managing Member

/s/ Mikhail Gurevich
Mikhail Gurevich
