

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 10-Q**

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: **February 28, 2015**

OR

TRANSACTION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: **333-168413**

**ECOSCIENCES, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Nevada**

(State of Other Jurisdiction of  
Incorporation or Organization)

**420 Jericho Turnpike, Suite 110  
Jericho, NY 11753**

(Address of Principal Executive Offices)

**27-2692640**

(I.R.S. Employer  
Identification Number)

**11753**

(Zip Code)

**(516) 465-3964**

(Registrant's Telephone Number, Including Area Code)

With a copy to:

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N/A

(Former Name, Former Address and Former Fiscal Year, If Changed Since Last Report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "non-accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date. As of April 29, 2015, there were 101,751,500 shares of Common Stock, \$0.0001 par value per share, issued and outstanding.

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**PART I - FINANCIAL INFORMATION**

**Item 1. Financial Statements (unaudited)**

Ecosciences, Inc.  
Condensed Consolidated Financial Statements

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**Ecosciences, Inc.**  
**Condensed Consolidated Balance Sheets**  
**(Unaudited)**

	February 28, 2015	May 31, 2014
<b>ASSETS</b>		
Current Assets		
Cash	\$ 4,178	\$ 19,238
Accounts receivable - net	4,126	1,298
Inventory	2,306	2,035
<b>Total Assets</b>	<b>\$ 10,610</b>	<b>\$ 22,571</b>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIT</b>		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 157,372	\$ 39,749
Due to related party	10,600	10,600
Notes payable	204,232	126,732
Convertible notes payable	6,177	6,177
<b>Total Liabilities</b>	<b>378,381</b>	<b>183,258</b>
Stockholders' Deficit		
Preferred Stock 50,000,000 shares authorized, \$0.0001 par value;		
Series A Redeemable Preferred Stock 1,468,630 shares issued and outstanding (May 31, 2014 – 1,768,630 shares)	147	177
Series B Preferred Stock 200,000 shares issued and outstanding	20	20
Common Stock 500,000,000 shares authorized, \$0.0001 par value; 336,751,500 shares issued and outstanding	33,675	33,675
Deficit	(401,613)	(194,559)
<b>Total Stockholders' Deficit</b>	<b>(367,771)</b>	<b>(160,687)</b>
<b>Total Liabilities and Stockholders' Deficit</b>	<b>\$ 10,610</b>	<b>\$ 22,571</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**Ecosciences, Inc.**  
**Condensed Consolidated Statements of Operations**  
**(Unaudited)**

	Three Months Ended <u>February 28, 2015</u>	Three Months Ended <u>February 28, 2014</u>	Nine Months Ended <u>February 28, 2015</u>	Nine Months Ended <u>February 28, 2014</u>
Revenue	\$ 4,805	\$ 3,562	\$ 12,999	\$ 19,065
Cost of sales	<u>(818)</u>	<u>(244)</u>	<u>(4,713)</u>	<u>(3,920)</u>
Gross Profit	<u>3,987</u>	<u>3,318</u>	<u>8,286</u>	<u>15,145</u>
<b>Expenses</b>				
Selling, general and administrative	<u>20,632</u>	<u>14,229</u>	<u>143,800</u>	<u>10,332</u>
Total Expenses	<u>20,632</u>	<u>14,229</u>	<u>143,800</u>	<u>10,332</u>
Net (Loss) Income Before Other Expenses	(16,645)	(10,911)	(135,514)	4,813
<b>Other Expenses</b>				
Interest expense	<u>(4,048)</u>	<u>(728)</u>	<u>(11,570)</u>	<u>(1,867)</u>
Net (Loss) Income	<u>\$ (20,693)</u>	<u>\$ (11,639)</u>	<u>\$ (147,084)</u>	<u>\$ 2,946</u>
Net (Loss) Income Per Share	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Weighted-average Common Shares Outstanding - Basic and Diluted	<u>336,751,500</u>	<u>250,001,500</u>	<u>336,751,500</u>	<u>250,001,500</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**Ecosciences, Inc.**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

	<u>Nine Months Ended</u> <u>February 28, 2015</u>	<u>Nine Months Ended</u> <u>February 28, 2014</u>
<b>Cash Flows from Operating Activities</b>		
Net (loss) income	\$ (147,084)	\$ 2,946
Changes in operating assets and liabilities:		
Accounts receivable	(2,828)	(8,793)
Prepaid expenses	-	(2,500)
Inventory	(271)	(196)
Accounts payable and accrued liabilities	106,053	9,213
Accrued interest	11,570	1,139
<b>Net Cash (Used in) Provided by Operating Activities</b>	<b><u>(32,560)</u></b>	<b><u>1,809</u></b>
<b>Cash Flows from Financing Activities</b>		
Proceeds from notes payable	77,500	-
Redemption of Series A redeemable preferred stock	(60,000)	-
Repayment to related parties	-	(71)
<b>Net Cash used in Financing Activities</b>	<b><u>17,500</u></b>	<b><u>(71)</u></b>
Change in Cash	(15,060)	1,738
Cash - Beginning of Period	19,238	332
Cash - End of Period	<b><u>\$ 4,178</u></b>	<b><u>\$ 2,070</u></b>
<b>Supplemental Disclosures of Cash Flow Information:</b>		
Interest paid	\$ -	\$ -
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**Ecosciences, Inc.**  
**Notes to the Condensed Consolidated Financial Statements**

1. Nature of Operations

Ecosciences, Inc. (the "Company") was incorporated in the State of Nevada on May 26, 2010. The Company's principal business is focused on the development, production and sale of environmentally focused wastewater products. It currently produces organic tablets and powders to be used regularly and in lieu of harmful chemical cleaning products in grease trap and septic tank systems. The Company intends to generate revenue through the sale of tablets and powders to domestic and international customers in the food and sanitation industries as well as residential consumers.

The accompanying condensed consolidated financial statements of the Company should be read in conjunction with the financial statements and accompanying notes filed with the U.S. Securities and Exchange Commission in the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2014. In the opinion of management, the accompanying condensed consolidated financial statements reflect all adjustments of a recurring nature considered necessary to present fairly the Company's financial position and the results of its operations and its cash flows for the periods shown.

The preparation of condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported. Actual results could differ materially from those estimates. The results of operations and cash flows for the periods shown are not necessarily indicative of the results to be expected for the full year.

2. Going Concern

These condensed consolidated financial statements have been prepared on a going concern basis, which implies that the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has not generated significant revenue since inception and has not generated significant earnings. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary equity financing to continue operations, and the attainment of profitable operations. As of February 28, 2015, the Company has accumulated losses of \$401,613 and a working capital deficit of \$367,771. These factors raise substantial doubt regarding the Company's ability to continue as a going concern. These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

3. Inventory

Inventory consists of the following:

	February 28, 2015	May 31, 2014
Raw Materials	\$ 294	\$ 464
Finished Goods	1,509	866
Packaging Supplies	503	705
Total	<u>\$ 2,306</u>	<u>\$ 2,035</u>

4. Related Party Transactions

At February 28, 2015, and May 31, 2014, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$10,600, for expenses paid on behalf of the Company. The amount is unsecured, non-interest bearing and due on demand.

**Ecosciences, Inc.**  
**Notes to the Condensed Consolidated Financial Statements**

5. Notes Payable

Notes payable consist of the following:

	February 28, 2015	May 31, 2014
a) Notes payable that are unsecured, non-guaranteed, non-interest bearing and due on demand.	\$ 3,732	\$ 3,732
b) Note payable which is unsecured, non-guaranteed, and non-interest bearing. The note is due one year following the borrowing date.	8,000	8,000
c) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note is due 60 days following demand. At February 28, 2015, and May 31, 2014, the Company owed accrued interest of \$3,764 and \$2,159, respectively.	20,000	20,000
d) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At February 28, 2015, and May 31, 2014, the Company owed accrued interest of \$9,736 and \$359, respectively.	170,000*	95,000*
e) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At February 28, 2015, the Company owed accrued interest of \$102.	2,500	—
	<u>\$ 204,232</u>	<u>\$ 126,732</u>

\* On May 9, 2014, the Company entered into a Master Loan Agreement (the "Loan Agreement"), whereby the lender agreed, from time to time, to purchase from the Company one or more Promissory Notes for the account of the Company, provided, however, that the aggregate principal amount of all Promissory Notes then outstanding shall not exceed \$500,000 and that no Event of Default has occurred and remains uncured. Amounts borrowed under the Loan Agreement are evidenced by an unsecured, non-recourse Promissory Note, bearing interest at a rate of 8% per annum, maturing on the first anniversary date thereof, and may be prepaid by the Company before the maturity date. Amounts borrowed under the Loan Agreement and repaid or prepaid may not be re-borrowed. The Loan Agreement will automatically terminate and be of no further force and effect upon the earlier to occur of (i) the satisfaction of all indebtedness, including the promissory notes and any additional indebtedness issued thereafter, between the Company and the lender and (ii) written termination notice is delivered by the Company or the lender to the other party.

6. Convertible Notes Payable

- a) On December 22, 2011, the Company entered into two Convertible Promissory Note agreements for an aggregate of \$4,000. The Notes bear interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreements, the Notes are convertible into shares of common stock at a conversion price equal to \$0.01 per share. At February 28, 2015, and May 31, 2014, the Company owed accrued interest of \$1,276 and \$959, respectively. At February 28, 2015, and May 31, 2014, the balance owing on the two Notes was \$4,000.
- b) On December 22, 2011, the Company entered into a Convertible Promissory Note agreement for \$10,000. The Note bears interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price equal to \$0.01 per share. In addition, as a condition precedent to the right to convert the debt to common stock of the Company, the holder must purchase 3,000,000 shares of common stock at \$0.01 per share. No payments of principle or interest have been made during the nine months ended February 28, 2015. At February 28, 2015, and May 31, 2014, the Company owed accrued interest of \$219 and \$129, respectively. At February 28, 2015, and May 31, 2014, the balance owing on the Note was \$1,177.
- c) On December 28, 2011, the Company entered into a Convertible Promissory Note agreement for \$1,000. The Notes bear interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreements, the Notes are convertible into shares of common stock at a conversion price equal to \$0.001 per share. At February 28, 2015, and May 31, 2014, the Company owed accrued interest of \$317 and \$238, respectively. At February 28, 2015, and May 31, 2014, the outstanding balance on the Note was \$1,000.

**Ecosciences, Inc.**  
**Notes to the Condensed Consolidated Financial Statements**

7. Concentrations

The Company's revenues and receivables were concentrated among three customers as of February 28, 2015, and May 31, 2014:

Customer	Revenue for the Year Ended May 31, 2015	Receivables as at May 31, 2015
1	60%	65%
2	29%	11%
3	11%	11%

Customer	Revenue for the Nine Months Ended February 28, 2015	Receivables as at February 28, 2015
1	47%	47%
2	30%	36%
3	12%	17%

\* not greater than 10%

8. Subsequent Events

- a) On April 20, 2015, the Company designated 10,000,000 shares of preferred stock as Series C convertible preferred stock. The holders of the Series C convertible preferred stock may elect to convert their shares at any time and from time to time in their sole discretion. Each share of Series C convertible preferred stock is redeemable at the option of the Company for \$0.10 per share and is convertible into 10 shares of common stock of the Company; provided, however, that the holder is prohibited from converting such number of shares of Series C preferred stock that would result in the stockholder beneficially owning more than 4.99% of the common stock of the Company. The holders of the Series C convertible preferred stock also have the right to elect to have any portion of the shares be repurchased by the Company at \$0.10 per share. The holders of the Series C preferred stock shall be entitled to a number of votes equal to the number of shares of common stock into which the Series C shares held are convertible.
- b) On April 20, 2015, the Company entered into a Share Exchange Agreement with a shareholder in which it agreed to exchange 235,000,000 shares of common stock for 4,700,000 shares of Series C convertible preferred stock.
- c) On March 16, 2015, the Company sold a promissory note for and in the principal amount \$15,000. The outstanding principal amount of the note is \$15,000, bears interest at 8% per annum and matures on March 16, 2016. The Company may prepay the outstanding principal and accrued interest under the note without penalty thereon.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*You should read the following discussion together with our condensed consolidated financial statements and the related notes included elsewhere in this report. This discussion contains forward-looking statements, which involve risks and uncertainties. Our actual results may differ materially from those we currently anticipate as a result of many factors, including the factors we describe under "Risk Factors" and elsewhere in this report.*

### Forward Looking Statements

Some of the information in this section contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "estimate" and "continue," or similar words. You should read statements that contain these words carefully because they:

- discuss our future expectations;
- contain projections of our future results of operations or of our financial condition; and
- state other "forward-looking" information.

We believe it is important to communicate our expectations. However, there may be events in the future that we are not able to accurately predict or over which we have no control. Our actual results and the timing of certain events could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "Risk Factors," "Business" and elsewhere in this report.

Unless stated otherwise, the words "we," "us," "our," the "Company" or "Ecosciences" in this section collectively refer to Ecosciences, Inc. and its wholly-owned subsidiary, Eco-Logical Concepts, Inc.

### Corporate History

We were formerly known as On-Air Impact, Inc., a Nevada corporation ("On-Air Impact"). From the date of its inception on May 26, 2010 until the consummation of the reverse merger described below on May 9, 2014, On-Air Impact had been a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

On May 9, 2014, On-Air Impact and its wholly-owned subsidiary, Eco Merger Sub, Inc., a Delaware corporation ("Merger Sub"), consummated a reverse merger (the "Merger") with Eco-Logical Concepts, Inc., a Delaware corporation ("Eco-Logical"), pursuant to the terms and conditions of that certain Agreement and Plan of Merger, dated May 9, 2014 (the "Merger Agreement"), whereby Merger Sub merged with and into Eco-Logical with Eco-Logical being the surviving corporation and replacing Merger Sub as On-Air Impact's wholly-owned subsidiary. Since the Merger, the business and operations of Eco-Logical have been business and operations of On-Air Impact.

At the closing of the Merger:

- Every one hundred (100) shares of common stock, par value \$0.0001 per share, of Eco-Logical issued and outstanding immediately prior to the closing of the Merger was converted into one (1) share of common stock, par value \$0.0001 per share (the "Common Stock"), of On-Air Impact, rounding up to the nearest whole number for resulting fractional shares; and
- Each share of Series A Non-Convertible Preferred Stock, par value \$0.0001 per share, of Eco-Logical issued and outstanding immediately prior to the closing of the Merger was converted into one share of Series B Non-Convertible Preferred Stock, par value \$0.0001 per share (the "Series B Non-Convertible Preferred Stock"), of On-Air Impact.

In addition, pursuant to the Merger Agreement, on May 9, 2014, Joel Falitz, the President and Chief Executive Officer of Eco-Logical, was appointed to serve as the Chairman of our Board of Directors for a one-year period until the next annual stockholders' meeting or until his successor is elected and qualified and as the Chief Executive Officer, President, Secretary and Treasurer of the Company.

As a result of the Merger, On-Air Impact ceased to be a shell company. The information contained in our "Super Form 8-K" filed on May 15, 2014 constitutes the current "Form 10 information" necessary to satisfy the conditions contained in Rule 144(i)(2) under the Securities Act of 1933, as amended (the "Securities Act").

The Merger was intended to be treated as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and has been treated as a recapitalization of the Company for financial accounting purposes. Even though On-Air Impact was the legal acquirer, Eco-Logical is considered to be the acquirer for accounting purposes, and the Company's historical financial statements before the Merger will be replaced with the historical financial statements of Eco-Logical before the Merger in this Report and all future filings with the SEC.

To better reflect our new operations as a result of the Merger, on June 23, 2014, the Company changed its name from "On-Air Impact" to "Ecosciences, Inc." On June 23, 2014, we also increased our authorized capital stock from 100 million shares of Common Stock to 500 million shares; and from 10 million shares of "blank check" Preferred Stock, par value \$0.0001 per share ("Preferred Stock") to 50 million shares. We also effectuated a 500-for-1 forward stock split of our outstanding Common Stock on June 23, 2014 (the "Forward Stock Split").

Also, on June 23, 2014, Dorothy Whitehouse and Edward Whitehouse each resigned as a member of our Board of Directors. Their resignations were not due to any disagreement with the Company nor were they related to our operations, policies or practices.

On July 21, 2014, the ticker symbol of our Common Stock on the OTCQB was changed from "OAIR" to "ECEZ" to better reflect our new name.

## **Overview**

Eco-Logical Concepts Inc. (hereinafter referred to as the "Company," "Eco," "Eco-Logical," "our," "we," "us," and similar terms) was incorporated in the State of Delaware on November 30, 2011.

The following discussion highlights Eco-Logical's results of operations and the principal factors that have affected our consolidated financial condition as well as our liquidity and capital resources for the periods described, and provides information that management believes is relevant for an assessment and understanding of our consolidated financial condition and results of operations presented herein. The following discussion and analysis is based on Eco-Logical's audited financial statements contained in this Report, which have been prepared in accordance with generally accepted accounting principles in the United States. You should read the discussion and analysis together with such financial statements and the related notes thereto.

As a result of the Merger and the change in our business and operations, a discussion of the past financial results of On-Air Impact, Inc. is not pertinent, and under generally accepted accounting principles in the United States, the historical financial results of Eco-Logical, the accounting acquirer, prior to the Merger are considered the historical financial results of the Company.

Located in Jericho, New York, Eco-Logical provides bio-remediation services for sewers, sludge ponds, septic tanks, lagoons, farms, car washes, portable sanitation facilities, grease tanks, lakes and ponds. We provide a suite of tablet-based products that can be added to waste systems. The active ingredients in our tablets oxygenate wastewater, remove hydrogen sulfide odors, prevent corrosion in wastewater systems and initiate aerobic biological breakdown of organic sludge including fats, oils and grease. The tablets are non-toxic to the environment, non-caustic and comprised of natural ingredients that do not require any special permitting for use and disposal. The product is simple to use directly by the end consumer.

The Company has formulated a business model that management believes can help it grow and achieve economies of scale over time. We have undertaken the necessary due diligence and prepared a business that will enable us to compete in the market for bio-remediation services.

The Company is focused on building, acquiring and investing in businesses around ecological and life sciences. From waste water remediation to healthcare and more, Ecosciences is committed to building a better living environment for all people.

### **Growth Strategy of the Company**

Our mission is to maximize stockholder value through expanding the scope of products offered. We intend to conduct research and development to bring new, improved products to market to ensure we are competitive in our market space. We intend to focus on growing our distribution channels using master-distributor relationships, full-line distributors and other similar sales channels. We intend to build product and brand awareness through a direct retail channel using online marketing and info-commercials, which we believe will provide a feedback benefit for the growth of our other distribution channels as well as to establish opportunities for indirect retail sales channels, such as through chain stores and small retailers.

We have been working to set up regional distributors in several different market segments, such as septic systems, grease traps, ponds, agricultural and wastewater. Sales this fiscal year have primarily been to Mexico, and we are currently finalizing more orders locally in New Jersey. All sales were completed in US dollars and have not been subject to any foreign taxes.

### **Critical Accounting Policies, Estimates, and Judgments**

Our condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We continually evaluate our estimates and judgments, our commitments to strategic alliance partners and the timing of the achievement of collaboration milestones. We base our estimates and judgments on historical experience and other factors that we believe to be reasonable under the circumstances. Materially different results can occur as circumstances change and additional information becomes known. Besides the estimates identified above that are considered critical, we make many other accounting estimates in preparing our financial statements and related disclosures. All estimates, whether or not deemed critical, affect reported amounts of assets, liabilities, revenues and expenses, as well as disclosures of contingent assets and liabilities. These estimates and judgments are also based on historical experience and other factors that are believed to be reasonable under the circumstances. Materially different results can occur as circumstances change and additional information becomes known, even for estimates and judgments that are not deemed critical.

## Results of Operations

### Three Months Ended February 28, 2015 Compared to the Three Months Ended February 28, 2014

The following table presents Eco-Logical's results of operations for the periods indicated and as a percentage of total revenue. Historical results are not necessarily indicative of results for future periods.

	Three-Month Period Ended February 28,			
	2015*		2014*	
	\$	% of Revenue	\$	% of Revenue
Revenue:	\$ 4,805	-	\$ 3,562	-
Cost of sales:	(818)	(17.04)%	(244)	(6.90)%
Gross profit	3,987	82.98%	3,318	93.15%
Operating expenses:				
Selling, general and administrative	20,632	429.39%	14,229	399.47%
Total Expenses	20,632	429.39%	14,229	399.47%
Net loss before other expenses:	(16,645)	(346.41)%	10,911	306.32%
Other expenses:				
Interest expense	(4,048)	(84.25)%	(728)	(20.44)%
Net (loss) income	\$ (20,693)	(430.66)%	(11,639)	(326.75)%

\*Amounts may not sum due to rounding.

The following tables present our revenue and operating expenses for the periods indicated.

#### Revenue

	Three-Month Period Ended February 28,		
	2015	2014	% Change
	Revenue	\$ 4,805	\$ 3,562

Our Revenue increased 34.90% for the three months ended February 28, 2015 as compared to the three months ended February 28, 2014. The increase is attributed to repeat sales and new accounts.

**Costs and Expenses**

Cost of Sales

	Three-Month Period Ended February 28,		% Change
	2015	2014	
Costs of Sales	\$ 818	\$ 244	235.25%

Our Costs of Sales increased 235.25% for the three months ended February 28, 2015 as compared to the three months ended February 28, 2014. The increase is due to an increase in sales volume of higher marginal cost goods as well as an increase in overall sales.

Operating Expenses

	Three-Month Period Ended February 28,		% Change
	2015	2014	
Operating Expenses	\$ 20,632	\$ 14,229	45.00%

Our Operating Expenses increased 45.00% for three months ended February 28, 2015 as compared to the three months ended February 28, 2014. The increase is attributable to an increase in Professional Fees consisting of legal, accounting and consulting fees as well as administrative costs.

Interest Expense

	Three-Month Period Ended February 28,		% Change
	2015	2014	
Interest Expense	\$ 4,048	\$ 728	456.04%

Our Interest Expense increased 456.04% for the three months ended February 28, 2015 as compared to the three months ended February 28, 2014. The increase is attributable to the Company selling \$170,000 in notes pursuant to the Loan Agreement with Bacarat from May 9, 2014 through to August 25, 2014.

*Nine Months Ended February 28, 2015 Compared to the Nine Months Ended February 28, 2014*

The following table presents Eco-Logical's results of operations for the periods indicated and as a percentage of total revenue. Historical results are not necessarily indicative of results for future periods.

	<b>Nine-Month Period Ended February 28,</b>			
	<b>2015</b>		<b>2014</b>	
	<b>\$</b>	<b>% of Revenue</b>	<b>\$</b>	<b>% of Revenue</b>
Revenue:	\$ 12,999	-%	\$ 19,065	-%
Cost of sales:	(4,713)	(36.26)%	(3,920)	(20.56)%
Gross profit	8,286	63.74%	15,145	79.44%
<b>Operating expenses:</b>				
Selling, general and administrative	143,800	1,106.24%	10,332	54.19%
Total Expenses	143,800	1,106.24%	10,332	54.19%
Net loss before other expenses:	(135,514)	(1,042.50)%	4,813	25.25%
<b>Other expenses:</b>				
Interest expense	(11,570)	(89.01)%	(1,867)	(9.79)%
Net (loss) income	\$ (147,084)	(1,131.50)%	2,946	15.45%

(1) Amounts may not sum due to rounding.

The following tables present our revenue and operating expenses for the periods indicated.

**Revenue**

	<b>Nine-Month Period Ended February 28,</b>		
	<b>2015</b>	<b>2014</b>	<b>% Change</b>
	Revenue	\$ 12,999	\$ 19,065

Our Revenue decreased 31.82% for the nine months ended February 28, 2015 as compared to the nine months ended February 28, 2014. The decrease is attributed the exclusion of a large account within the period.

**Costs and Expenses**

Cost of Sales

	<b>Nine-Month Period Ended February 28,</b>		
	<b>2015</b>	<b>2014</b>	<b>% Change</b>
	Costs of Sales	\$ 4,713	\$ 3,920

Our Costs of Sales increased 20.23% for the nine months ended February 28, 2015 as compared to the nine months ended February 28, 2014. The increase in cost with regards to the decrease in sales is attributed to a significant difference in the marginal costs of products sold in the current period.

### Operating Expenses

	Nine-Month Period Ended		
	February 28,		
	2015	2014	% Change
Operating Expenses	\$ 143,800	\$ 10,332	1,291.79%

Our Operating Expenses increased 1,291.79% for the nine months ended February 28, 2015 as compared to the nine months ended February 28, 2014. The increase is attributable to an increase in Professional Fees consisting of legal, accounting and consulting fees. Prior to the reverse merger on May 9, 2014 between the Company's (then known as On-Air Impact, Inc.) then wholly-owned subsidiary, Eco Merger Sub, Inc., with Eco-Logical Concepts, Inc., the Company had no operations.

### Interest Expense

	Nine-Month Period Ended		
	February 28,		
	2015	2014	% Change
Interest Expense	\$ 11,570	\$ 2,946	292.74%

Our Interest Expense increased 292.74% for the nine months ended February 28, 2015 as compared to the nine months ended February 28, 2014. The increase is attributable to the Company selling \$170,000 in notes pursuant to the Loan Agreement with Bacarat from May 9, 2014 through to August 25, 2014.

### **Financial Condition, Liquidity and Capital Resources**

At February 28, 2015, we had \$4,178 in cash on hand and an accumulated deficit of \$401,613; and had \$4,805 in revenues for the three month period ended February 28, 2015. In their report for the five months ended May 31, 2014, our auditors have expressed that there is substantial doubt as to our ability to continue as a going concern. We have incurred operating losses since our formation and expect to incur losses and negative operating cash flows for the foreseeable future. We expect to incur substantial losses for the foreseeable future and may never become profitable. We also expect to continue to incur significant operating and capital expenditures for the next several years and anticipate that our expenses will increase substantially in the foreseeable future. We also expect to experience negative cash flow for the foreseeable future as we fund our operating losses and capital expenditures. As a result, we will need to generate significant revenues in order to achieve and maintain profitability. We may not be able to generate these revenues or achieve profitability in the future. Our failure to achieve or maintain profitability could negatively impact the value of our Common Stock.

To date, we have financed our operations primarily through the sale of Convertible Promissory Notes to Joel Falitz and other non-affiliated third parties and the issuance and sale of equity securities for cash consideration. As of February 28, 2015, we have financed our operations by the following:

- On May 9, 2014, the Company entered into that certain Master Loan Agreement, dated May 9, 2014 (the "Loan Agreement"), with Bacarat Holdings, Inc., an unaffiliated third party lender ("Bacarat" or the "Lender"). Subject to the terms and conditions set forth in the Loan Agreement, Bacarat agreed, from time to time to purchase from the Company, and the Company agreed to sell and issue to Bacarat, one or more Promissory Notes for the account of the Company, provided, however, that the aggregate principal amount of all Promissory Notes then outstanding shall not exceed the \$500,000 and that no Event of Default has occurred and has remained uncured. Amounts borrowed under the Loan Agreement shall be evidenced by an unsecured, non-recourse Promissory Note, bear interest at a rate of 8% per annum, mature on the first anniversary date thereof, and may be prepaid by the Company before the maturity date thereof. Amounts borrowed under the Loan Agreement and repaid or prepaid may not be re-borrowed. The Loan Agreement shall automatically terminate and be of no further force and effect upon the earlier to occur of (i) the satisfaction of all indebtedness, including the promissory notes and any additional indebtedness issued thereafter, between the Company and Bacarat and (ii) written termination notice is delivered by the Company or Bacarat to the other party. There can be no assurances that any additional funds will be available to us under the Loan Agreement since it provides that the Lender may terminate this Agreement at any time.

As of February 28, 2015, the Company sold the following promissory notes to Bacarat pursuant to the Loan Agreement:

<u>Issue Date:</u>	<u>Maturity Date:</u>	<u>Interest Rate:</u>	<u>Principal:</u>
5/9/2014	5/9/2015	8%	\$ 50,000
5/19/2014	5/19/2015	8%	45,000
6/6/2014	6/6/2015	8%	30,000
8/11/2014	8/11/2015	8%	25,000
8/18/2014	8/18/2015	8%	10,000
8/25/2014	8/25/2015	8%	10,000
<b>TOTAL:</b>	-	-	<b>\$ 170,000</b>

#### Working Capital

The consolidated financial statements filed with this Report have been prepared on a going concern basis, which implies that the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has not generated significant revenue since inception and has not generated significant earnings. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary equity financing to continue operations, and the attainment of profitable operations. As of February 28, 2015, the Company has accumulated losses of \$401,613 and a working capital deficit of \$367,771. These factors raise substantial doubt regarding the Company's ability to continue as a going concern. Our financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Notwithstanding our Loan Agreement with Bacarat that may be terminated upon an uncured Event of Default or by Bacarat at any time, we do not believe our cash resources are sufficient to implement our current business plan, support operations and meet current obligations for the next 12 months. We plan to raise additional capital to finance our operations. There can be no assurance that financing will be available when required in sufficient amounts, on acceptable terms or at all. In the event that the necessary additional financing is not obtained, we may be required to reduce our discretionary overhead costs substantially, including research and development, general and administrative and sales and marketing expenses or otherwise curtail operations.

#### *Cash and Cash Equivalents*

The following table summarizes the sources and uses of cash for the periods stated. The Company held no cash equivalents for any of the periods presented.

	<b>Nine Months Ended</b>	
	<b>February 28,</b>	
	<b>2015</b>	<b>2014</b>
Cash, beginning of period	\$ 19,238	\$ 332
Net cash provided by (used in) operating activities	(32,560)	1,809
Net cash provided by investing activities	-	-
Net cash provided by financing activities	17,500	(71)
Cash, end of period	<b>\$ 4,178</b>	<b>\$ 2,070</b>

***Off-Balance Sheet Operations***

The Company does not have any off-balance sheet transactions.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

N/A

**Item 4. Controls and Procedures**

*Evaluation of Disclosure Controls and Procedures.*

In accordance with Exchange Act Rules 13a-15 and 15d-15, our management is required to perform an evaluation under the supervision and with the participation of the Company's management, including the Company's principal executive officer and principal financial officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of the end of the period.

Based upon that evaluation, our management has concluded that, as of February 28, 2015, our disclosure controls and procedures were not effective.

*Changes in Internal Control over Financial Reporting*

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal quarter ended February 28, 2015 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II - OTHER INFORMATION

### Item 1. Legal Proceedings

None

### Item 1A. Risk Factors

N/A

### Item 2. Unregistered Sale of Equity Securities and Use of Proceeds

On April 20, 2015, the Company issued to Joel Falitz, the Chief Executive Officer, President, Treasurer, Secretary and Chairman of the Company, an aggregate of 4.7 million (4,700,000) shares of Series C Preferred Stock in exchange for 235 million (235,000,000) shares of Common Stock held by Mr. Falitz. The Company issued the Series C Preferred Stock pursuant to that certain Share Exchange Agreement, dated April 20, 2015, discussed below, under Section 3(a)(9) promulgated under the Securities Act of 1933, as amended, due to the following facts: (i) the Company is the same issuer of the Series C Preferred Stock and Common Stock held by Mr. Falitz; (ii) Mr. Falitz did not part with anything of value in the share exchange besides the 235 million (235,000,000) shares of Common Stock; (iii) the offer was not made to anyone other than Mr. Falitz, a preexisting security holder of the Company; and (iv) the Company did not pay any commission or remuneration for the solicitation of the exchange with Mr. Falitz. The Share Exchange Agreement is filed as an exhibit to this Form 10-Q.

### Item 3. Defaults Upon Senior Securities

N/A

### Item 5. Other Information

#### Series C Convertible Preferred Stock

On April 20, 2015, the Company filed a Certificate of Designation with the Nevada Secretary of State pursuant to which the Company established a new series of Preferred Stock, designated as the Series C Convertible Preferred Stock (the "Series C Preferred Stock"), consisting of ten million (10,000,000) shares of Preferred Stock, par value \$0.0001 per share and having the rights, preferences, powers, restrictions and limitations as set forth in the Certificate of Designation, a copy of which is filed as an exhibit to this Form 10-Q and is summarized below:

#### Designations and Amount

Ten Million (10,000,000) shares of the Preferred Stock of the Corporation, \$0.0001 par value per share, shall constitute a new class of Preferred Stock designated as "Series C Convertible Preferred Stock" (the "Series C Preferred Stock") with a stated value of \$0.001 per share (the "Stated Value").

#### Conversion

Each holder of Series C Preferred Stock ("Holder") shall have the right, at such Holder's option, at any time or from time to time from and after the day immediately following the date the Series C Preferred Stock is first issued, to convert each share ("Share") of Series C Preferred Stock into Ten (10) fully-paid and non-assessable shares of common stock, par value \$0.0001 per share, of the Company (the "Common Stock"); provided, however, in connection with any conversion hereunder, each Holder of Series C Preferred Stock may not convert any part of the Series C Preferred Stock if such conversion would cause such Holder or any of its assignees to beneficially own more than 4.99% of the Common Stock of the Company.

### Redemption

The Company may, at the Company's option, at any time or from time to time from and after the day immediately following the date the Series C Preferred Stock is first issued, redeem all or any portion of, on a pro rata basis, the outstanding shares of Series C Preferred Stock for \$0.10 per share.

The Company shall deliver to the Holders of the outstanding Series C Preferred Stock a written irrevocable redemption notice (the "Redemption Notice") indicating the amount of shares of Series C Preferred Stock intended to be so redeemed and the date on which such redemption shall be made (the "Redemption Date"). Such Redemption Notice shall be delivered to the Holders of the Series C Preferred Stock at least fifteen (15) business days prior to the Redemption Date.

Upon receipt of any Redemption Notice, each Holder of the Series C Preferred Stock shall then have the option (by notifying the Company in writing within ten (10) business days of receipt of the Redemption Notice) to accept the Stated Value in cash or elect to convert not less than all of such Holder's shares of Series C Preferred Stock pursuant to the terms and conditions set forth herein.

### Repurchase

At any time, and from time to time, on or after the date of issuance, any Holder of Series C Preferred Stock shall have the right to elect to have, out of funds legally available therefor, all or any portion of the shares of Series C Preferred Stock held by such holder be repurchased by the Company (a "Series C Repurchase") for a price per share equal to \$0.10 per share ("Series C Repurchase Price"). Any such Series C Repurchase shall occur not more than sixty (60) days ("Series C Repurchase Date") following receipt by the Company of a written election notice from any holder of Series C Preferred Stock, stating the aggregate number of shares to be repurchased (the "Series C Election Notice"). In exchange for the surrender to the Company by the respective holders of shares of Series C Preferred Stock of their certificate or certificates representing such Shares, the aggregate Series C Repurchase Price for all shares held by such holder of Series C Preferred Stock shall be payable in cash in immediately available funds to the respective holders of the Series C Preferred Stock on the applicable Series C Repurchase Date, and to no other corporate purpose, except to the extent prohibited by applicable Nevada law.

If on any Series C Repurchase Date, the assets of the Company legally available are insufficient to pay the full Series C Repurchase Price for the total number of shares elected to be repurchased, the Company shall (i) take all appropriate action reasonably within its means to maximize the assets legally available for paying the Series C Repurchase Price, (ii) redeem out of all such assets legally available therefor on the applicable Series C Repurchase Date the maximum possible number of Shares that it can redeem on such date, pro rata among the holders of such Shares to be repurchased in proportion to the aggregate number of Shares elected to be repurchased by each such holder on the applicable Series C Repurchase Date and (iii) following the applicable Series C Repurchase Date, at any time and from time to time when additional assets of the Company become legally available to redeem the remaining Shares, the Company shall immediately use such assets to pay the remaining balance of the aggregate applicable Series C Repurchase Price.

If on any Series C Repurchase Date, all of the Shares elected to be repurchased pursuant to a Series C Election Notice are not repurchased in full by the Company by paying the entire Series C Repurchase Price, until such Shares are fully repurchased and the aggregate Series C Repurchase Price paid in full, (i) all of the non-repurchased Shares shall remain outstanding and continue to have the rights, preferences and privileges expressed herein, including the accrual and accumulation of dividends thereon.

## Rank

Except as specifically provided below, the Series C Preferred Stock shall, with respect to dividend rights, rights on liquidation, winding up and dissolution, rank senior to (i) all classes of Common Stock of the Company and (ii) any class or series of capital stock of the Company hereafter created (unless, with the consent of the Holder(s) of Series C Preferred Stock).

## Liquidation Preference

Except as otherwise provided by the Nevada Revised Statutes and subject to the Certificate of Designation, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, the Holders of shares of the Series C Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value.

## Liquidation

Subject to the provisions of the Certificate of Designation, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, the Holders of shares of the Series C Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value per share.

## Dividends/Stock Splits

If the Company declares or pays a dividend or distribution on the Common Stock, whether such dividend or distribution is payable in cash, securities or other property, including the purchase or redemption by the Company of shares of Common Stock for cash, securities or property, but excluding any repurchases of Common Stock held by employees or consultants of the Company upon termination of their employment or services pursuant to agreements providing for such repurchase, the Company shall simultaneously declare and pay a dividend on the Series C Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all outstanding shares of Series C Preferred Stock had been converted pursuant to Section 0 as of immediately prior to the record date of the applicable dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined).

The number of shares of Common Stock of the Company issuable pursuant to the conversion of outstanding shares of Series C Preferred Stock shall not be adjusted to reflect any forward to reverse stock splits by the Company of its outstanding shares of Common Stock.

## Voting Rights

Each holder of outstanding Shares of Series C Preferred Stock shall be entitled to vote with holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Company for their action or consideration (whether at a meeting of stockholders of the Company, by written action of stockholders in lieu of a meeting or otherwise), except as provided by law or by the provisions below. In any such vote, each Share of Series C Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which the Share is convertible as of the record date for such vote or written consent or, if there is no specified record date, as of the date of such vote or written consent. Each holder of outstanding Shares of Series C Preferred Stock shall be entitled to notice of all stockholder meetings (or requests for written consent) in accordance with the Company's bylaws.

To the extent that under the Nevada Revised Statutes the vote of the Holders of the Series C Preferred Stock, voting separately as a class or series, as applicable, is required to authorize a given action of the Company, the affirmative vote or consent of the Holders of at least a majority of the shares of the Series C Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series C Preferred Stock (except as otherwise may be required under the Nevada Revised Statutes) shall constitute the approval of such action by the class. To the extent that under the Nevada Revised Statutes Holders of the Series C Preferred Stock are entitled to vote on a matter with Holders of Common Stock, voting together as one class, each share of Series C Preferred Stock shall be entitled to ten (10) vote(s).

### Protection Provisions

So long as any shares of Series C Preferred Stock are outstanding, the Company shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Revised Statutes) of the Holders of at least a majority of the then outstanding shares of Series C Preferred Stock:

- alter or change the rights, preferences or privileges of the Series C Preferred Stock;
- alter or change the rights, preferences or privileges of any capital stock of the Company so as to affect adversely the Series C Preferred Stock;
- create any new class or series of capital stock having a preference over the Series C Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company (as previously defined, "Senior Securities");
- create any new class or series of capital stock ranking pari passu with the Series C Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company (as previously defined, "Pari Passu Securities");
- increase the authorized number of shares of Series C Preferred Stock;
- issue any additional shares of Senior Securities; or
- redeem, or declare or pay any cash dividend or distribution on, any Junior Securities.

If Holders of at least a majority of the then outstanding shares of Series C Preferred Stock agree to allow the Company to alter or change the rights, preferences or privileges of the shares of Series C Preferred Stock pursuant to subsection (a) above, then the Company shall deliver notice of such approved change to the Holders of the Series C Preferred Stock that did not agree to such alteration or change (the "Dissenting Holders").

### Merger, Consolidation, etc.

If at any time or from time to time there shall be (i) a merger, or consolidation of the Company with or into another corporation, (ii) the sale of all or substantially all of the Company's capital stock or assets to any other person, (iii) any other form of business combination or reorganization in which the Company shall not be the continuing or surviving entity of such business combination or reorganization, or (iv) any transaction or Series of transactions by the Company in which in excess of 50 percent of the Company's voting power is transferred (each, a "Reorganization"), then as a part of such Reorganization, provision shall be made so that the Holders of the Series C Preferred Stock shall thereafter be entitled to receive the same kind and amount of stock or other securities or property (including cash) of the Company, or of the successor corporation resulting from such Reorganization.

### Share Exchange Agreement

On April 20, 2015, the Company entered into a Share Exchange Agreement with Joel Falitz, the Chief Executive Officer, President, Treasurer, Secretary and Chairman of the Company, pursuant to which the Company exchanged Series C Preferred Stock for Common Stock held by Mr. Falitz on a 1-for-50 basis. Pursuant to the Share Exchange Agreement, the Company issued to Mr. Falitz an aggregate of 4.7 million (4,700,000) shares of Series C Preferred Stock in exchange for 235 million (235,000,000) of Common Stock held by Mr. Falitz. The Share Exchange Agreement is filed as an exhibit to this Form 10-Q.

### Promissory Note

On March 16, 2015, the Company sold a promissory note for and in the principal amount \$15,000. The outstanding principal amount of the note is \$15,000, bears interest at 8% per annum and matures on March 16, 2016. The Company may prepay the outstanding principal and accrued interest under the note without penalty thereon.

### **Item 6. Exhibits**

#### Index to Exhibits

<b>Exhibit:</b>	<b>Description:</b>
3.1*	Certificate of Designation of the Series C Convertible Preferred Stock
10.1*	Share Exchange Agreement, dated April 20, 2015, between Ecosciences, Inc. and Joel Falitz
31.1*	Certification of Principal Executive Officer/Principal Financial and Accounting Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Principal Executive Officer/Principal Financial and Accounting Officer Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase
101.DEF**	XBRL Taxonomy Extension Definition Linkbase
101.LAB**	XBRL Taxonomy Extension Label Linkbase
101.PRE**	XBRL Taxonomy Presentation Linkbase

\* Filed herewith.

\*\* Furnished herewith. Users of this data are advised that, pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933 or Section 18 of the Exchange Act of 1934 and otherwise are not subject to liability.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: April 29, 2015

By: /s/ JOEL FALITZ

Name: Joel Falitz

Title: President, Chief Executive Officer, Secretary and Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

**CERTIFICATE OF THE DESIGNATIONS, POWERS,  
PREFERENCES AND RIGHTS OF THE  
SERIES C CONVERTIBLE PREFERRED STOCK  
(\$0.0001 PAR VALUE PER SHARE)**

OF

**ECOSCIENCES, INC.**  
A NEVADA CORPORATION

Pursuant to Section 78.1955 of Chapter 78 of the Nevada Revised Statutes, **ECOSCIENCES, INC.**, corporation organized and existing under the State of Nevada (the “**Corporation**”), in accordance with the provisions thereof, does hereby submit the following:

**WHEREAS**, the Certificate of Incorporation of the Corporation (the “**Certificate of Incorporation**”) authorizes the issuance of up to 50,000,000 shares of preferred stock, par value \$0.0001 per share, of the Corporation (“**Preferred Stock**”) in one or more series, and expressly authorizes the Board of Directors of the Corporation (the “**Board**”), subject to limitations prescribed by law, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock, and, with respect to each such series, to establish and fix the number of shares to be included in any series of Preferred Stock and the designation, rights, preferences, powers, restrictions and limitations of the shares of such series; and

**WHEREAS**, that pursuant to the authority vested in the Board by the Corporation’s Articles of Incorporation, as amended, a new series of Preferred Stock of the Corporation is created out of the authorized but unissued shares of Preferred Stock of the Corporation, such series to be designated Series C Convertible Preferred Stock, to consist of Ten Million (10,000,000) shares, with the rights, preferences, privileges and restrictions of which shall be as follows:

**NOW, THEREFORE, BE IT RESOLVED**, that the Board does hereby in this Certificate of Designation (the “**Certificate of Designation**”) establish and fix and herein state and express the designation, rights, preferences, powers, restrictions and limitations of a series of Preferred Stock as follows:

1. **DESIGNATIONS AND AMOUNT**. Ten Million (10,000,000) shares of the Preferred Stock of the Corporation, \$0.0001 par value per share, shall constitute a new class of Preferred Stock designated as “**Series C Convertible Preferred Stock**” (the “**Series C Preferred Stock**”) with a stated value of \$0.001 per share (the “**Stated Value**”).
2. **CONVERSION**.
  - (a) **Conversion at the Option of the Holder**. Each holder of Series C Preferred Stock (“**Holder**”) shall have the right, at such Holder’s option, at any time or from time to time from and after the day immediately following the date the Series C Preferred Stock is first issued, to convert each share (“**Share**”) of Series C Preferred Stock into **Ten (10)** fully-paid and non-assessable shares of common stock, par value \$0.0001 per share, of the Corporation (the “**Common Stock**”); *provided, however*, in connection with any conversion hereunder, each Holder of Series C Preferred Stock may not convert any part of the Series C Preferred Stock if such conversion would cause such Holder or any of its assignees to beneficially own more than **4.99%** of the Common Stock of the Corporation.

- (b) **Mechanics of Conversion.** In order to effect a Conversion, a Holder shall: (x) fax (or otherwise deliver) a copy of the fully executed Notice of Conversion (attached hereto) to the Corporation for the Common Stock and (y) surrender or cause to be surrendered the original certificates representing the Series C Preferred Stock being converted (the “**Preferred Stock Certificates**”), duly endorsed, along with a copy of the Notice of Conversion as soon as practicable thereafter to the Corporation or the transfer agent. The Corporation shall not be obligated to issue shares of Common Stock upon a conversion unless either the Preferred Stock Certificates are delivered to the Corporation or the transfer agent as provided above, or the Holder notifies the Corporation or the transfer agent that such certificates have been lost, stolen or destroyed (subject to the requirements of **Section 13**). “**Conversion Date**” means the date specified in the Notice of Conversion in the form attached hereto, so long as the copy of the Notice of Conversion is faxed (or delivered by other means resulting in notice) to the Corporation before Midnight, Eastern U.S. time, on the Conversion Date indicated in the Notice of Conversion. If the Notice of Conversion is not so faxed or otherwise delivered before such time, then the Conversion Date shall be the date a Holder faxes or otherwise delivers the Notice of Conversion to the Corporation.
- (i) **Delivery of Common Stock upon Conversion.** Upon the surrender of Preferred Stock Certificates from a Holder of Series C Preferred Stock accompanied by a Notice of Conversion (attached hereto), the Corporation shall, no later than the ten business days following the later of (a) the Conversion Date (hereinafter defined) and (b) the date of such surrender (or, in the case of lost, stolen or destroyed certificates, after provision of indemnity pursuant to **Section 13** (the “**Delivery Period**”), issue and deliver to the Holder (x) that number of shares of Common Stock issuable upon conversion of such shares of Series C Preferred Stock being converted and (y) a certificate representing the number of shares of Series C Preferred Stock not being converted, if any.
- (ii) **Taxes.** The Corporation shall pay any and all taxes and all other reasonable expenses, which may be imposed upon it with respect to the issuance and delivery of the shares of Common Stock upon the conversion of the Series C Preferred Stock.
- (iii) **No Fractional Shares.** If any conversion of Series C Preferred Stock would result in the issuance of a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon conversion of the Series C Preferred Stock shall be the next higher whole number of shares.
- (c) **Partial Conversion.** In the event some but not all of the shares of Series C Preferred Stock represented by a certificate(s) surrendered by a Holder are converted, the Corporation shall execute and deliver to or on the order of the Holder, at the expense of the Corporation, a new certificate representing the number of shares of Series C Preferred Stock which were not converted.
- (d) **Reservation of Common Stock.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series C Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series C Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series C Preferred Stock, in addition to such other remedies as shall be available to the Holder of such Series C Preferred Stock, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase, and shall increase, its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

- (e) **No Reissuance of Series C Preferred Stock.** In the event any shares of Series C Preferred Stock shall be converted pursuant to this **Section 2** or otherwise reacquired by the Corporation, the shares so converted or reacquired shall be canceled. The Certificate of Incorporation of the Corporation may be appropriately amended from time to time to effect the corresponding reduction in the Corporation's authorized capital stock.
  - (f) **Notices.** In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each Holder of Series C Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.
  - (g) **Transactional Taxes.** The Corporation shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of capital stock of the Corporation upon conversion of any shares of Series C Preferred Stock; *provided, however*, that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the Holder of the shares of Series C Preferred Stock in respect of which such shares are being issued.
  - (h) **Validity of Common Stock.** All shares of Common Stock which may be issued in connection with the conversion provisions set forth herein will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable and free from all taxes (except income taxes), liens or charges with respect thereto.
3. **REDEMPTION.** The Corporation may, at the Corporation's option, at any time or from time to time from and after the day immediately following the date the Series C Preferred Stock is first issued, redeem all or any portion of, on a pro rata basis, the outstanding shares of Series C Preferred Stock for \$0.10 per share.
- (a) The Corporation shall deliver to the Holders of the outstanding Series C Preferred Stock a written irrevocable redemption notice (the "**Redemption Notice**") indicating the amount of shares of Series C Preferred Stock intended to be so redeemed and the date on which such redemption shall be made (the "**Redemption Date**"). Such Redemption Notice shall be delivered to the Holders of the Series C Preferred Stock at least fifteen (15) business days prior to the Redemption Date.
  - (b) Upon receipt of any Redemption Notice, each Holder of the Series C Preferred Stock shall then have the option (by notifying the Corporation in writing within ten (10) business days of receipt of the Redemption Notice) to accept the Stated Value in cash or elect to convert not less than all of such Holder's shares of Series C Preferred Stock pursuant to the terms and conditions set forth herein.

4. **REPURCHASE.**

(a) At any time, and from time to time, on or after the date of issuance, any Holder of Series C Preferred Stock shall have the right to elect to have, out of funds legally available therefor, all or any portion of the shares of Series C Preferred Stock held by such holder be repurchased by the Corporation (a "**Series C Repurchase**") for a price per share equal to \$0.10 per share ("**Series C Repurchase Price**"). Any such Series C Repurchase shall occur not more than sixty (60) days ("**Series C Repurchase Date**") following receipt by the Corporation of a written election notice from any holder of Series C Preferred Stock, stating the aggregate number of shares to be repurchased (the "**Series C Election Notice**"). In exchange for the surrender to the Corporation by the respective holders of shares of Series C Preferred Stock of their certificate or certificates representing such Shares, the aggregate Series C Repurchase Price for all shares held by such holder of Series C Preferred Stock shall be payable in cash in immediately available funds to the respective holders of the Series C Preferred Stock on the applicable Series C Repurchase Date, and to no other corporate purpose, except to the extent prohibited by applicable Nevada law.

(b) **Insufficient Funds; Remedies for Nonpayment.**

(i) **Insufficient Funds.** If on any Series C Repurchase Date, the assets of the Corporation legally available are insufficient to pay the full Series C Repurchase Price for the total number of shares elected to be repurchased pursuant to **Section 4**, the Corporation shall (i) take all appropriate action reasonably within its means to maximize the assets legally available for paying the Series C Repurchase Price, (ii) redeem out of all such assets legally available therefor on the applicable Series C Repurchase Date the maximum possible number of Shares that it can redeem on such date, *pro rata* among the holders of such Shares to be repurchased in proportion to the aggregate number of Shares elected to be repurchased by each such holder on the applicable Series C Repurchase Date and (iii) following the applicable Series C Repurchase Date, at any time and from time to time when additional assets of the Corporation become legally available to redeem the remaining Shares, the Corporation shall immediately use such assets to pay the remaining balance of the aggregate applicable Series C Repurchase Price.

(ii) **Remedies for Nonpayment.** If on any Series C Repurchase Date, all of the Shares elected to be repurchased pursuant to a Series C Election Notice are not repurchased in full by the Corporation by paying the entire Series C Repurchase Price, until such Shares are fully repurchased and the aggregate Series C Repurchase Price paid in full, (i) all of the non-repurchased Shares shall remain outstanding and continue to have the rights, preferences and privileges expressed herein, including the accrual and accumulation of dividends thereon as provided in **Section 8**.

(iii) **Rights Subsequent to Repurchase.** If on the applicable Series C Repurchase Date, the Series C Repurchase Price is paid (or tendered for payment) for any of the Shares to be repurchased on such Series C Repurchase Date, then on such date all rights of the holder in the Shares so repurchased and paid or tendered, including any rights to dividends on such Shares, shall cease, and such Shares shall no longer be deemed issued and outstanding.

5. **RANK.** Except as specifically provided below, the Series C Preferred Stock shall, with respect to dividend rights, rights on liquidation, winding up and dissolution, rank senior to (i) all classes of Common Stock of the Corporation and (ii) any class or series of capital stock of the Corporation hereafter created (unless, with the consent of the Holder(s) of Series C Preferred Stock).

6. **LIQUIDATION PREFERENCE.** Except as otherwise provided by the Nevada Revised Statutes and subject to the provisions of **Section 5**, or elsewhere in this Certificate of Designation, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the Holders of shares of the Series C Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value.
7. **LIQUIDATION.** Subject to the provisions of **Section 5**, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the Holders of shares of the Series C Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value per share.
8. **DIVIDENDS/STOCK SPLITS.**
- (a) If the Corporation declares or pays a dividend or distribution on the Common Stock, whether such dividend or distribution is payable in cash, securities or other property, including the purchase or redemption by the Corporation of shares of Common Stock for cash, securities or property, but excluding any repurchases of Common Stock held by employees or consultants of the Corporation upon termination of their employment or services pursuant to agreements providing for such repurchase, the Corporation shall simultaneously declare and pay a dividend on the Series C Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all outstanding shares of Series C Preferred Stock had been converted pursuant to **Section 2** as of immediately prior to the record date of the applicable dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined).
  - (b) The number of shares of Common Stock of the Corporation issuable pursuant to the conversion of outstanding shares of Series C Preferred Stock shall not be adjusted to reflect any forward to reverse stock splits by the Corporation of its outstanding shares of Common Stock.
9. **VOTING RIGHTS.**
- (a) Each holder of outstanding Shares of Series C Preferred Stock shall be entitled to vote with holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration (whether at a meeting of stockholders of the Corporation, by written action of stockholders in lieu of a meeting or otherwise), except as provided by law or by the provisions of **Section 10** below. In any such vote, each Share of Series C Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which the Share is convertible pursuant to Section 2 herein as of the record date for such vote or written consent or, if there is no specified record date, as of the date of such vote or written consent. Each holder of outstanding Shares of Series C Preferred Stock shall be entitled to notice of all stockholder meetings (or requests for written consent) in accordance with the Corporation's bylaws.

- (b) To the extent that under the Nevada Revised Statutes the vote of the Holders of the Series C Preferred Stock, voting separately as a class or series, as applicable, is required to authorize a given action of the Corporation, the affirmative vote or consent of the Holders of at least a majority of the shares of the Series C Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series C Preferred Stock (except as otherwise may be required under the Nevada Revised Statutes) shall constitute the approval of such action by the class. To the extent that under the Nevada Revised Statutes, , Holders of the Series C Preferred Stock are entitled to vote on a matter with Holders of Common Stock, voting together as one class, each share of Series C Preferred Stock shall be entitled to ten (10) vote(s).

10. **PROTECTION PROVISIONS.** So long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Revised Statutes) of the Holders of at least a majority of the then outstanding shares of Series C Preferred Stock:

- (a) alter or change the rights, preferences or privileges of the Series C Preferred Stock;
- (b) alter or change the rights, preferences or privileges of any capital stock of the Corporation so as to affect adversely the Series C Preferred Stock;
- (c) create any new class or series of capital stock having a preference over the Series C Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation (as previously defined, “**Senior Securities**”);
- (d) create any new class or series of capital stock ranking *pari passu* with the Series C Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation (as previously defined, “**Pari Passu Securities**”);
- (e) increase the authorized number of shares of Series C Preferred Stock;
- (f) issue any additional shares of Senior Securities; or
- (g) redeem, or declare or pay any cash dividend or distribution on, any Junior Securities.

If Holders of at least a majority of the then outstanding shares of Series C Preferred Stock agree to allow the Corporation to alter or change the rights, preferences or privileges of the shares of Series C Preferred Stock pursuant to subsection (a) above, then the Corporation shall deliver notice of such approved change to the Holders of the Series C Preferred Stock that did not agree to such alteration or change (the “**Dissenting Holders**”).

11. **MERGER, CONSOLIDATION, ETC.**

- (a) If at any time or from time to time there shall be (i) a merger, or consolidation of the Corporation with or into another corporation, (ii) the sale of all or substantially all of the Corporation’s capital stock or assets to any other person, (iii) any other form of business combination or reorganization in which the Corporation shall not be the continuing or surviving entity of such business combination or reorganization, or (iv) any transaction or Series of transactions by the Corporation in which in excess of 50 percent of the Corporation’s voting power is transferred (each, a “**Reorganization**”), then as a part of such Reorganization, provision shall be made so that the Holders of the Series C Preferred Stock shall thereafter be entitled to receive the same kind and amount of stock or other securities or property (including cash) of the Corporation, or of the successor corporation resulting from such Reorganization.
- (b) The provisions of this **Section 11** are in addition to and not in lieu of the provisions of **Section 8** hereof.

12. **NO IMPAIRMENT.** The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Certificate of Designation and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the Holders of the Series C Preferred Stock against impairment.
13. **LOST OR STOLEN CERTIFICATES.** Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificate(s) and (ii) (y) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Corporation, or (z) in the case of mutilation, upon surrender and cancellation of the Preferred Stock Certificate(s), the Corporation shall execute and deliver new Preferred Stock Certificate(s) of like tenor and date.
14. **PIGGYBACK REGISTRATION.**
- (a) Whenever the Corporation proposes to register any shares of its Common Stock under the Securities Act of 1933, as amended (the “**Securities Act**”) (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable, or a Registration Statement on Form S-4, S-8 or any successor form thereto or another form not available for registering the Registrable Securities for sale to the public), whether for its own account or for the account of one or more stockholders of the Corporation and the form of Registration Statement to be used may be used for any registration of Registrable Securities (a “**Piggyback Registration**”), the Corporation shall give prompt written notice (in any event no later than thirty (30) days prior to the filing of such Registration Statement) to the holders of Registrable Securities of its intention to effect such a registration and, subject to subsections (b) and (c), shall include in such registration all Registrable Securities with respect to which the Corporation has received written requests for inclusion from the holders of Registrable Securities within ten days after the Corporation’s notice has been given to each such holder. The Corporation may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion.
  - (b) If a Piggyback Registration is initiated as a primary underwritten offering on behalf of the Corporation and the managing underwriter advises the Corporation and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration) in writing that in its opinion the number of shares of Common Stock proposed to be included in such registration, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration would adversely affect the price per share of the Common Stock to be sold in such offering, the Corporation shall include in such registration (i) first, the number of shares of Common Stock that the Corporation proposes to sell; (ii) second, the number of shares of Common Stock requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree; and (iii) third, the number of shares of Common Stock requested to be included therein by holders of Common Stock (other than holders of Registrable Securities), allocated among such holders in such manner as they may agree.

- (c) If a Piggyback Registration is initiated as an underwritten offering on behalf of a holder of Common Stock other than Registrable Securities, and the managing underwriter advises the Corporation in writing that in its opinion the number of shares of Common Stock proposed to be included in such registration, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration would adversely affect the price per share of the Common Stock to be sold in such offering, the Corporation shall include in such registration (i) first, the number of shares of Common Stock requested to be included therein by the holder(s) requesting such registration and by the holders of Registrable Securities, allocated pro rata among such holders on the basis of the number of shares of Common Stock (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree; and (ii) second, the number of shares of Common Stock requested to be included therein by other holders of Common Stock, allocated among such holders in such manner as they may agree.
- (d) If any Piggyback Registration is initiated as a primary underwritten offering on behalf of the Corporation, the Corporation shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.
- (e) As used herein, the term “**Registrable Securities**” means (a) any shares of Common Stock issued or issuable upon conversion of shares of Series C Preferred Stock owned by the initial holders thereof at any time, and (b) any shares of Common Stock issued or issuable with respect to any shares described in **Section 14(a)** by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization (it being understood that for purposes of hereof, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Corporation any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a Registration Statement covering such securities has been declared effective by the U.S. Securities and Exchange Commission and such securities have been disposed of pursuant to such effective Registration Statement, (ii) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act are met, (iii) such securities are otherwise transferred and such securities may be resold without subsequent registration under the Securities Act, or (iv) such securities shall have ceased to be outstanding.
- (f) As used herein, the term “**Registration Statement**” means any registration statement of the Corporation which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all materials incorporated by reference in such Registration Statement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by its Authorized Officer this April 20, 2015.

**ECOSCIENCES, INC.**

By: /s/ Joel Falitz

Name: Joel Falitz

Title: President

NOTICE OF CONVERSION

(To be Executed by the Registered Holder in order to  
Convert the Series C Preferred Stock)

The undersigned hereby irrevocably elects to convert \_\_\_\_\_ shares of Series C Preferred Stock (the "**Conversion**"), represented by stock certificate No.(s). \_\_\_\_\_ (the "**Preferred Stock Certificates**") into shares of common stock, par value \$0.0001 per share (the "**Common Stock**"), of ECOSCIENCES, Inc., a Nevada corporation (the "**Corporation**"), according to the conditions of the Certificate of Designations, Preferences and Rights of Series C Preferred Stock (the "**Certificate of Designation**"), as of the date written below. If securities are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any. A copy of each Preferred Stock Certificate is attached hereto (or evidence of loss, theft or destruction thereof).

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable to the undersigned upon conversion of the Series C Preferred Stock shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the "**Act**"), or pursuant to an exemption from registration under the Act.

[ ] The undersigned hereby requests that the Corporation transmit the Common Stock issuable pursuant to this Notice of Conversion to the address of the undersigned.

Date of Conversion: \_\_\_\_\_

Applicable Conversion Rate: Each share of Series C Preferred Stock is convertible into one share of Common Stock.

Number of Shares of Common Stock to be Issued: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* The Corporation is not required to issue shares of Common Stock until the original Preferred Stock Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Corporation or its transfer agent. The Corporation shall issue and deliver shares of Common Stock to an overnight courier not later than the later of (a) two (2) business days following receipt of this Notice of Conversion and (b) delivery of the original Preferred Stock Certificates (or evidence of loss, theft or destruction thereof) and shall make payments pursuant to the Certificate of Designation for the failure to make timely delivery.

## SHARE EXCHANGE AGREEMENT

**THIS SHARE EXCHANGE AGREEMENT**, dated as of April 20, 2015 (the “**Agreement**”), is entered into by and between **ECOSCIENCES, INC.**, a Nevada corporation (the “**Company**”), and **JOEL FALITZ** (the “**Stockholder**”).

### WITNESSETH:

**WHEREAS**, Stockholder is the owner of an aggregate of Two Hundred Fifty Million, One Thousand Five Hundred (250,001,500) shares of common stock, par value \$0.0001 per share (the “**Common Stock**”), of the Company;

**WHEREAS**, Stockholder wishes to exchange Two Hundred Thirty Five Million (235,000,000) shares of Common Stock of the Company for an aggregate of Four Million Seven Hundred Thousand (4,700,000) shares of Series C Convertible Preferred Stock, par value \$0.0001 per share (the “**Series C Preferred Stock**”), of the Company on a 1-for-50 basis (i.e., 1 share of Series C Preferred Stock for every 50 shares of Common Stock) (the “**Share Exchange**”); and

**WHEREAS**, Stockholder and the Company wish to effectuate the Share Exchange pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”).

**NOW, THEREFORE**, in consideration for the foregoing, the parties hereto agree as follows:

1. Stockholder and the Company hereby agree to exchange Two Hundred and Thirty Five Million (235,000,000) shares of Common Stock (the “**Shares**”) held by Stockholder for an aggregate of Four Million Seven Hundred Thousand (4,700,000) shares of Series C Preferred Stock (the “**Preferred Shares**”) of the Company pursuant to Section 3(a)(9) of the Securities Act.
  2. Concurrently with the execution and delivery of this Agreement, Stockholder shall deliver to the Company one or more certificates evidencing the Shares, with duly endorsed Stock Power(s), and the Company shall promptly issue one or more certificates evidencing the Preferred Shares to Stockholder.
  3. Stockholder represents and warrants to, and covenants and agrees with the Company as follows:
    - a. Stockholder is authorized to enter into this Agreement and to consummate the Share Exchange.
    - b. Stockholder has not given anything nor will give anything in exchange for the Preferred Shares other than the Shares.
    - c. Stockholder is exchanging the Shares for the Preferred Shares for its own account for investment only and not with a view towards the public sale or distribution thereof and not with a view to or for sale in connection with any distribution thereof.
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- d. Stockholder is (i) an “accredited investor” as defined under Rule 501(a) of Regulation D promulgated under the Securities Act, and (ii) experienced in making investments of the kind described in this Agreement and the related documents, (iii) able to protect its own interests in connection with the transactions described in this Agreement, and the related documents, and (iv) able to afford the entire loss of its investment in the securities of the Company.
4. Stockholder and the Company hereby represent and warrant that no commission or other remuneration has been paid or given directly or indirectly for the solicitation of the Share Exchange.
5. The Company represents and warrants that it is authorized to enter into this Agreement and to consummate the Share Exchange and that the Preferred Shares, when issued in accordance with this Agreement, shall be fully paid, validly issued, and nonassessable, and not subject to any preemptive rights or any liens, claims, equities, encumbrances, or security interests or any restrictions on the transfer thereof other than those set forth in this Agreement, the Amended and Restated Certificate of Designations of the Series C Preferred Stock or imposed by law.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction. This Agreement may be amended only by an instrument in writing signed by the party to be charged with enforcement. This Agreement, and the Shares attached hereto, contains the entire agreement of the parties with respect to the subject matter hereto, superseding all prior agreements, understandings or discussions.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Telecopied or email (via PDF) signatures shall be deemed to have the same effect as an original.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Company and Stockholder have caused this Agreement to be executed by their duly authorized representatives on the date as first written above.

**ECOSCIENCES, INC.**

By: /s/ Joel Falitz  
Joel Falitz  
President and Chief Executive Officer

**STOCKHOLDER:**

/s/ Joel Falitz  
Joel Falitz

**Certification of Principal Executive Officer/Principal Financial and Accounting Officer  
Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Joel Falitz, the President, Chief Executive Officer, Secretary and Treasurer of Ecosciences, Inc., a Nevada corporation (the "Company"), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of the Company for the quarter ended February 28, 2015;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2015

By: /s/ JOEL FALITZ

Name: Joel Falitz

Title: President, Chief Executive Officer, Secretary and Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

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**Certification of Principal Executive Officer/Principal Financial and Accounting Officer  
Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Joel Falitz, the President, Chief Executive Officer, Secretary and Treasurer of Ecosciences, Inc., a Nevada corporation (the "Company"), hereby certify, that, to my knowledge:

1. The Quarterly Report on Form 10-Q for the period ended February 28, 2015 (the "Report") of the Company fully complies with the requirements of Section 13(a)/15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2015

By: /s/ JOEL FALITZ

Name: Joel Falitz

Title: President, Chief Executive Officer, Secretary and Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

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