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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 4, 2015**

ECOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

333-168413

(Commission
File Number)

27-2692640

(IRS Employer
Identification No.)

420 Jericho Turnpike, Suite 110 Jericho, NY

(Address of principal executive offices)

11753

(Zip Code)

Registrant's telephone number, including area code: **(516) 465-3964**

(Former name or former address, if changed since last report)

With a copy to:
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 3.02 Unregistered Sales of Equity Securities.

On June 4, 2015, Ecosciences, Inc., a Nevada corporation (the “**Company**”), entered into a Restricted Stock Purchase Agreement (“**Purchase Agreement**”) with Joel Falitz in connection with Mr. Falitz’s Management Services Agreement (as discussed below). Pursuant to the Purchase Agreement, the Company issued 100,000 shares of Series D Preferred Stock (as defined below) to Mr. Falitz for a purchase price of \$0.001 per share, which is equal to the Stated Value of the shares, and paid by Mr. Falitz by past services rendered to the Company. A copy of the Purchase Agreement is filed as Exhibit 10.1 to this Form 8-K and is incorporated by reference herein.

On June 4, 2015, the Company entered into a Restricted Stock Purchase Agreement with four (4) persons, each serving as an independent contractor to the Company, pursuant to which the Company issued each independent contractor 100,000 shares of Series D Preferred Stock (as defined below) for a purchase price of \$0.001 per share and paid by such persons by past services rendered to the Company.

On June 11, 2015, the Company entered into a Restricted Purchase Agreement with three (3) persons, each serving as an independent contractor to the Company, pursuant to which the Company issued an aggregate of 110,000 shares of Series D Preferred Stock (as defined below) for a purchase price of \$0.001 per share and paid by such persons by past services rendered to the Company.

The Company issued the foregoing shares of Series D Preferred Stock pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended, available to the Company under Section 4(a)(2) promulgated thereunder due to the fact that such issuances did not involve a public offering of securities, the shares were issued to a small finite group of persons and no solicitation or advertisement was made in connection therewith.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 4, 2015, the Company entered into a Management Services Agreement with Joel Falitz. In consideration for Mr. Falitz serving as the Company’s Chief Executive Officer, President, Secretary and Treasurer, the Company has agreed to pay Mr. Falitz \$31,200 a year, accruing in equal monthly increments of \$2,600, and to issue to Mr. Falitz an aggregate of one million (1,000,000) shares of the Company’s Series D Preferred Stock (as defined below), of which 100,000 shares were issued upon the execution the Management Services Agreement and the Purchase Agreement discussed above, and the remaining 900,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Management Services Agreement. The term of Mr. Falitz’s Management Agreement with the Company is for one year, commencing on the date of the agreement, and is automatically renewable for successive one year terms unless mutually agreed to in writing. A copy of the Amendment is filed as Exhibit 10.2 to this Form 8-K and is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Series C Preferred Stock Amendment

On June 4, 2015, the Company filed a Certificate of Amendment (the “**Amendment**”) to its Certificate of Designation for the Company’s Series C Convertible Preferred Stock (the “**Series C Preferred Stock**”) originally filed with the Secretary of State of Nevada on April 20, 2015 (the “**Original Series C Certificate of Designation**”). Pursuant to the Amendment, the Company increased the number of shares of Common Stock issuable upon the conversion of each share of Series C Preferred Stock from 10 to 12 but also added the restriction that the holder has to wait until the one year anniversary date of issuance before the holder can elect to convert. Also, the Company deleted Section 4 (Repurchase) in in the Original Series C Certificate of Designation and amended Section 9(b) (Voting Rights) to increase the voting equivalency of each share of Series C Preferred Stock from 10 to 12 shares of Common Stock. The Amendment was duly adopted in accordance with the provisions of Chapter 78.1995 of the Nevada Revised States and all other provisions of the Series C Certificate of Designation remain in full force and effect. A copy of the Amendment is filed as Exhibit 3.1 to this Form 8-K and is incorporated by reference herein.

Series D Preferred Stock

On June 4, 2015, the Company filed a Certificate of Designation with the Secretary of State of Nevada thereby designating 10 million (10,000,000) shares of the Company's authorized "blank check" Preferred Stock as "Series D Convertible Preferred Stock" (the "**Series D Preferred Stock**"). A summary of the designations, preferences, limitations, restrictions and relative rights of the Series D Preferred Stock are as follows:

Stated Value:	\$0.001 per share
Conversion:	At the option of the holder, at any time or from time to time from and after the first year anniversary of the issue date, into 10 shares of Common Stock but only to the extent such conversion would cause the holder to beneficially own more than 4.99% of the Company's Common Stock.
Rank:	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 holders of Series D Preferred Stock).
Splits:	The number of shares of Common Stock issuable upon the conversion the Series D 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:	Generally, vote with the Common Stock as a single class and each share of Series D Preferred Stock shall have the voting equivalency of 10 shares of Common Stock.
Registration Rights:	Piggyback registration rights for a self or underwritten offering pursuant to a registration statement (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 the Company's own account or for the account of one or more stockholders of the Company, subject to pro rata reductions and customary market cutbacks.

A copy of the Series D Preferred Stock Certificate of Designation is filed as Exhibit 3.2 to this Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number:	Description:
3.1	Certificate of Amendment to the Series C Convertible Preferred Stock Certificate of Designation
3.2	Series D Convertible Preferred Stock Certificate of Designation
10.1	Restricted Stock Purchase Agreement, dated June 4, 2015, between Ecosciences, Inc. and Joel Falitz
10.2	Management Services Agreement, dated June 4, 2015, between Ecosciences, Inc. and Joel Falitz

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 hereunto duly authorized.

ECOSCIENCES, INC.

Dated: June 12, 2015

By: /s/ Joel Falitz

Joel Falitz
Chief Executive Officer, President, Secretary & Treasurer
(Principal Executive Officer)
(Principal Financial and Accounting Officer)

AMENDMENT TO
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

Ecosciences, Inc. (the "**Corporation**"), a corporation organized and existing under Chapter 78 of the Nevada Revised Statutes, hereby certifies as follows:

1. This Certificate of Amendment (the "**Certificate of Amendment**") amends the provisions of the Corporation's Certificate of Designation filed with the Secretary of State on April 20, 2015 (the "**Series C Certificate of Designation**") in connection with the establishment by the Board of Directors of the Corporation of a class of preferred stock designated as the Series C Convertible Preferred Stock (the "**Series C Preferred Stock**") of the Corporation.

2. **Section 2(a) (CONVERSION)** of the Series C Certificate of Designation is hereby amended and restated in its entirety as follows:

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 first year anniversary of the date the Series C Preferred Stock is issued to such Holder, to convert each share ("**Share**") of Series C Preferred Stock into twelve (12) 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.

3. **Section 4 (REPURCHASE)** of the Series C Certificate of Designation is hereby deleted in its entirety.

4. **Section 9(b) (VOTING RIGHTS)** of the Series C Certificate of Designation of the Series C Certificate of Designation is hereby amended and restated in its entirety as follows:

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 twelve (12) vote(s).

5. This amendment was duly adopted in accordance with the provisions of Chapter 78.1995 of the Nevada Revised States.

6. All other provisions of the Series C Certificate of Designation shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Joel Falitz, its Chief Executive Officer, President, Secretary and Treasurer, this 4th day of June 2015.

By: /s/ Joel Falitz

Name: Joel Falitz

Title: Chief Executive Officer, President, Secretary and Treasurer

**CERTIFICATE OF THE DESIGNATIONS, POWERS,
PREFERENCES AND RIGHTS OF THE
SERIES D 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 D 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 D Convertible Preferred Stock**” (the “**Series D 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 D Preferred Stock (“**Holder**”) shall have the right, at such Holder’s option, at any time or from time to time from and after the first year anniversary of the date the Series D Preferred Stock is issued to such Holder, to convert each share (“**Share**”) of Series D 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 D Preferred Stock may not convert any part of the Series D 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 D 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 11**). “**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 D 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 11** (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 D Preferred Stock being converted and (y) a certificate representing the number of shares of Series D 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 D Preferred Stock.
- (iii) **No Fractional Shares.** If any conversion of Series D 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 D 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 D 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 D 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 D 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 D 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 D Preferred Stock, in addition to such other remedies as shall be available to the Holder of such Series D 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 D Preferred Stock.** In the event any shares of Series D 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 D 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 D 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 D 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. **RANK.** Except as specifically provided below, the Series D 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 D Preferred Stock).
 4. **LIQUIDATION PREFERENCE.** Except as otherwise provided by the Nevada Revised Statutes and subject to the provisions of **Section 3**, 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 D 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.
 5. **LIQUIDATION.** Subject to the provisions of **Section 3**, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the Holders of shares of the Series D 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.

6. 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 D Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all outstanding shares of Series D 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 D Preferred Stock shall not be adjusted to reflect any forward to reverse stock splits by the Corporation of its outstanding shares of Common Stock.

7. VOTING RIGHTS.

- (a) Each holder of outstanding Shares of Series D 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 8** below. In any such vote, each Share of Series D 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 D 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 D 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 D 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 D Preferred Stock (except as otherwise may be required under the Nevada Revised Statutes) shall constitute the approval of such action by the class.

8. **PROTECTION PROVISIONS**. So long as any shares of Series D 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 D Preferred Stock:

- (a) alter or change the rights, preferences or privileges of the Series D 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 D Preferred Stock;
- (c) create any new class or series of capital stock having a preference over the Series D 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 D 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 D 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 D Preferred Stock agree to allow the Corporation to alter or change the rights, preferences or privileges of the shares of Series D Preferred Stock pursuant to subsection (a) above, then the Corporation shall deliver notice of such approved change to the Holders of the Series D Preferred Stock that did not agree to such alteration or change (the “**Dissenting Holders**”).

9. **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 D 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 9** are in addition to and not in lieu of the provisions of **Section 6** hereof.

10. **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 D Preferred Stock against impairment.

11. **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.

12. 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 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 D 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 12(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 June 4, 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 D Preferred Stock)

The undersigned hereby irrevocably elects to convert _____ shares of Series D 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 D 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 D 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 D Preferred Stock is convertible into ten (10) shares 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.

ECOSCIENCES, INC.

RESTRICTED STOCK PURCHASE AGREEMENT

THIS RESTRICTED STOCK PURCHASE AGREEMENT (the “**Agreement**”) is made as of June 4, 2015, by and between Ecosciences, Inc., a Nevada corporation with offices located at 420 Jericho Turnpike, Suite 110, Jericho, NY 11753 (the “**Company**”), and Joel Falitz (the “**Purchaser**”).

RECITALS

WHEREAS, the Purchaser has provided, consulting services to the Company (the “**Services**”) pursuant to that certain Services Agreement, dated June 4 2015 (the “**Services Agreement**”) between the Purchaser and the Company, and, in consideration for the Services in connection the completion of one or more milestones set forth on **Schedule A** to the Services Agreement (the “**Milestones**”), the Company desires to issue and sell the Restricted Shares (as defined in **Section 1** below) to the Purchaser, and the Purchaser desires to purchase the Restricted Shares from the Company; and

NOW THEREFORE, the Company and Purchaser agree as follows:

1. Sale of Restricted Shares. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Company will issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, **100,000** unregistered shares of the Company’s Series D Convertible Preferred Stock (the “**Restricted Shares**”) at a purchase price of \$0.001 per Share, which is equal to the Stated Value of the shares. The term “**Restricted Shares**” refers to the purchased Restricted Shares and all securities received in replacement of or in connection with the Restricted Shares pursuant to stock dividends or splits, all securities received in replacement of the Restricted Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Purchaser is entitled by reason of Purchaser’s ownership of the Restricted Shares.

2. Purchase. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Company simultaneously with the execution of this Agreement by the parties or on such other date as the Company and Purchaser shall agree (the “**Purchase Date**”). The Board has determined that the Services rendered by Purchaser on or prior to the date hereof (the “**Past Services**”) have a value in excess of the aggregate purchase price of the Shares. On the Purchase Date, the Company will issue shares as book entry and at the earliest practicable date deliver to Purchaser a certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser’s name) and the Purchaser shall agree that such Shares shall constitute full payment for the Past Services.

3. Investment and Taxation Representations. In connection with the purchase of the Restricted Shares, Purchaser represents to the Company the following:

(a) Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Restricted Shares. Purchaser is purchasing the Restricted Shares for investment for its own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act.

(b) Purchaser understands that the Restricted Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

(c) Purchaser understands that the Restricted Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Restricted Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser acknowledges that the Company has no obligation to register or qualify the Restricted Shares for resale. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Restricted Shares, and requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(d) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Restricted Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Restricted Shares and that Purchaser is not relying on the Company for any tax advice.

4. Restrictive Legends and Stop-Transfer Orders.

(a) **Legends.** The certificate or certificates representing the Restricted Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE CONVERTED ONLY IN ACCORDANCE WITH THE TERMS THE CERTIFICATE OF DESIGNATION OF THE SERIES D CONVERTIBLE PREFERRED STOCK OF THE COMPANY, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

(b) **Stop-Transfer Notices.** Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Restricted Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Restricted Shares shall have been so transferred.

5. No Continuing Rights. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a parent or subsidiary of the Company, to terminate Purchaser’s consulting relationship, for any reason, with or without cause.

6. Miscellaneous.

(a) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law.

(b) **Entire Agreement; Enforcement of Rights.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

(c) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(d) **Construction; Disclaimer.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto. The Purchaser agrees and acknowledges that Company is not providing, nor has it provided, any legal or financial advice to the Purchaser, including, without limitation, advice as to state and federal securities laws and the valuation of the Company’s securities forming the subject matter hereof. Accordingly, Company hereby strongly urges the Purchaser to retain its own legal and/or financial advisors to assist the Purchaser in evaluating the merits of the transactions described herein. This Agreement shall only be used for the specific purposes described herein and is not suitable for any other purpose.

(e) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address or fax number as set forth below or as subsequently modified by written notice.

(f) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(g) **Successors and Assigns.** The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ECOSCIENCES, INC.

By: /s/ Joel Falitz

Name: Joel Falitz

Title: Chief Executive Officer and President

PURCHASER:

By: /s/ Joel Falitz

Name: Joel Falitz

June 4, 2015

JOEL FALITZ
420 Jericho Turnpike, Suite 110
Jericho, NY 11753

Re: Management Services Agreement

Dear Mr. Falitz:

This Management Services Agreement (this “**Agreement**”) sets forth the terms and conditions whereby you agree to provide certain services (as described on **Schedule A** attached hereto) to Ecosciences, Inc., a Nevada corporation with offices located at 420 Jericho Turnpike, Suite 110, Jericho, NY 11753 (the “**Company**”).

1. Services

- 1.1 The Company hereby engages you, and you hereby accept such engagement, as the Company’s Chief Executive Officer, President, Secretary and Treasurer of the Company on the terms and conditions set forth in this Agreement.
- 1.2 You shall provide to the Company the services set forth on **Schedule A** attached hereto (the “**Services**”).
- 1.3 To the extent you perform any Services on the Company’s premises or using the Company’s equipment, you shall comply with all applicable policies of the Company relating to business and office conduct, health and safety and use of the Company’s facilities, supplies, information technology, equipment, networks and other resources.

2. Term

The term of this Agreement is set forth on **Schedule A**, unless earlier terminated in accordance with **Section 8** (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between the parties.

3. Fees and Expenses

- 3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you a fixed fee set forth on **Schedule A** (the “**Fees**”), payable as set forth on **Schedule A**, and, as a restricted stock grant, issue to you the shares of the Company’s Series D Convertible Preferred Stock (the “**Restricted Shares**”) vesting in increments upon the completion by the Company of the milestones as set forth on **Schedule A**.

- 3.2 The Company shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.
- 3.3 Upon earning the Restricted Shares in accordance with **Schedule A**, you and the Company shall enter into a Restricted Stock Purchase Agreement, in substantially in form attached hereto as **Exhibit A**, pursuant to which the Restricted Shares shall be issued to you.
- 3.4 The Company agrees to reimburse you for all reasonable and documented travel and other costs or expenses incurred or paid by you in connection with the performance of the Services in accordance with the general reimbursement policy of the Company then in effect, and in each case that have been approved in writing in advance by the Company.
- 3.5 The Company shall pay all undisputed Fees within five (5) business days after the Company's receipt of an invoice submitted by you in accordance with the payment schedule set forth in **Schedule A**.

4. Intellectual Property Rights

- 4.1 The Company is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the "**Deliverables**"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively, the "**Intellectual Property Rights**") therein. You agree that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. §101 for the Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," you hereby irrevocably assign to the Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.
- 4.2 Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, the "**Moral Rights**"). You hereby irrevocably waive, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.

- 4.3 You shall make full and prompt disclosure to the Company of any inventions or processes, as such terms are defined in 35 U.S.C. §100 (the “**Patent Act**”), made or conceived by you alone or with others during the Term, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of the Company. You shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Company.
- 4.4 Upon the request of the Company, you shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.
- 4.5 Notwithstanding **Section 4.1**, to the extent that any of your pre-existing materials are contained in the Deliverables, you retain ownership of such pre-existing materials and hereby grant to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof. The Company may assign, transfer and sublicense such rights to others without your approval.
- 4.6 Except for such pre-existing materials, you have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. You have no right or license to use the Company’s trademarks, service marks, trade names, trade names, logos, symbols or brand names.

5. Confidentiality

- 5.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel operations of the Company, its affiliates or their suppliers or customers, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the “**Confidential Information**”). Any Confidential Information that you develop in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this **Section 5**. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

5.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through your breach of this Agreement; or
- (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

5.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. You agree to provide written notice of any such order to an authorized officer of the Company within 24 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

6. Representations, Warranties and Covenants

6.1 You represent, warrant and covenant to the Company that:

- (a) you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;
- (b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
- (c) you have the required skill, experience and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) you shall perform the Services in compliance with all applicable federal, state and local laws and regulations;

- (e) the Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- (f) all Deliverables are and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.
- (g) You are acquiring the Restricted Shares solely for your own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof.
- (h) You acknowledge that the Restricted Shares are not registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities laws, and that the Restricted Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.
- (i) The certificate evidencing the Restricted Shares and underlying Common Stock shall bear a customary restrictive Rule 144 legend.
- (j) In addition to the 4.99% conversion limitation of the Restricted Shares pursuant to the Certificate of Designation for the Restricted Shares on file with the Secretary of State of Nevada, the Restricted Shares shall be earned and become issuable only in compliance with the provisions as set forth on **Schedule A**.

6.2 The Company hereby represents and warrants to you that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

7. Indemnification

7.1 You shall defend, indemnify and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys’ fees) arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions; and
- (b) your breach of any representation, warranty or obligation under this Agreement.

7.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

8. Termination

8.1 The Company may terminate this Agreement without cause upon 30 days' written notice to you. In the event of termination pursuant to this **Section 8.1**, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination. The Company shall also issue you the Restricted Shares earned as of the date of such termination.

8.2 The Company may terminate this Agreement, effective immediately upon written notice to you, in the event that you breach this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, you do not cure such breach within ten (10) days after receipt of written notice of such breach.

8.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall within five (5) days after such expiration or termination:

- (a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for your use by the Company;
- (b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from your computer systems; and
- (d) certify in writing to the Company that you have complied with the requirements of this **Section 8.3**.

8.4 The terms and conditions of this Section 8 and Section Error! Reference source not found., Section 4, Section 5, Section 6, Section 7, Section 8.3, Section 10, Section 11 and Section 12 shall survive the expiration or termination of this Agreement.

9. Other Business Activities

You may be engaged or employed in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Company; provided, that, during the Term, you shall not be engaged in any business activities that do or may compete with the business of the Company without the Company's prior written consent to be given or withheld in its sole discretion.

10. Non-Solicitation

You agree that during the Term of this Agreement and for a period of 24 months following the termination or expiration of this Agreement, you shall not make any solicitation to employ or employ the Company's personnel without written consent of the Company to be given or withheld in the Company's sole discretion.

11. Assignment

You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent to be given or withheld in the Company's sole discretion. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

12. Miscellaneous

12.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

12.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

12.3 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

- 12.4 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 12.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the Country of New York, in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 12.6 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.7 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

If this Management Services Agreement accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

ECOSCIENCES, INC.

By: /s/ Joel Falitz

Name: Joel Falitz

Title: Chief Executive Officer and President

ACCEPTED AND AGREED:

Signature: /s/ Joel Falitz

Name: Joel Falitz

Title: Chief Executive Officer, President, Secretary and Treasurer

Date: June 4, 2015

Fed. Tax Id/SSN: _____

SCHEDULE A

Services: Sales and marketing
International Growth and Development
Strategic partnerships and distributor expansion
Media and Promotion - shows, test marketing etc.

Term: One year from the date above written and automatically renewable for one year terms unless mutually agreed to in writing

Fees: \$31,200/year payable \$2,600/month

Restricted Shares: 1,000,000 shares of Series D Preferred Stock

Restricted Shares Vesting Schedule:

Milestone:	No. of Restricted Shares:
1. Execution of this Agreement	100,000
2. Complete product line expansion with the development and introduction of "green line" products that complement our existing line for use in commercial kitchens, the food service industry and other industries and produce Green Seal approved Eco-Logical market ready inventory	45,000
3. Sign Northeast, USA Master Distributor	75,000
4. Sign Midwest, USA Master Distributor	75,000
5. Sign West Coast, USA Master Distributor	75,000
6. Sign Southern, USA Master Distributor	75,000
7. Sign Retail Distributor - Design and produce a retail package for in-store shelf and clip strip displays and place product in minimum of five (5) retail outlets	60,000
8. Sign Regional Distributor for expansion into South America	75,000
9. Sign Regional Distributor for expansion into Europe	75,000
10. Sign Regional Distributor for expansion into the Middle East	75,000
11. Sign Regional Distributor for expansion into India	75,000
12. Sign Regional Distributor for expansion into Asia	75,000
13. Redesign the product for expansion into the municipal wastewater service industry and sign minimum of two (2) contracts with municipalities within the industry	60,000
14. Sign contract with Infomercial production company for consumer products and launch the infomercial campaign with the first TV infomercial broadcast	60,000
TOTAL:	<u><u>1,000,000</u></u>