

**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 29, 2016

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)

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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 June 2, 2016, 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
(Unaudited)

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Ecosciences, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

	<u>February 29, 2016</u>	<u>May 31, 2015</u>
ASSETS		
Current Assets		
Cash	\$ 1,770	\$ 381
Accounts receivable - net	-	3,371
Inventory	4,241	2,772
Prepaid expenses	<u>4,693</u>	<u>1,537</u>
Total Assets	<u>\$ 10,704</u>	<u>\$ 8,061</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	\$ 163,805	\$ 141,711
Accrued liabilities	223,521	22,439
Due to related parties	34,021	10,600
Notes payable	271,619	238,232
Convertible notes payable	<u>20,177</u>	<u>6,177</u>
Total Liabilities	<u>713,143</u>	<u>419,159</u>
Commitments		
Stockholders' Deficit		
Preferred Stock 50,000,000 shares authorized, \$0.0001 par value;		
Series A Redeemable and Convertible Preferred Stock 1,593,630 shares issued and outstanding (May 31, 2015 – 1,468,630 shares)	160	147
Series B Preferred Stock 200,000 shares issued and outstanding	20	20
Series C Redeemable and Convertible Preferred Stock 4,700,000 shares issued and outstanding	470	470
Series D Convertible Preferred Stock 610,000 shares issued and outstanding (May 31, 2015 – 0 shares)	61	-
Common Stock 500,000,000 shares authorized, \$0.0001 par value; 101,751,500 shares issued and outstanding	10,175	10,175
Additional Paid-in Capital	108,956	23,030
Deficit	<u>(822,281)</u>	<u>(444,940)</u>
Total Stockholders' Deficit	<u>(702,439)</u>	<u>(411,098)</u>
Total Liabilities and Stockholders' Deficit	<u>\$ 10,704</u>	<u>\$ 8,061</u>

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 February 29, 2016	Three Months Ended February 28, 2015	Nine Months Ended February 29, 2016	Nine Months Ended February 28, 2015
Revenue	\$ 6,127	\$ 4,805	\$ 12,864	\$ 12,999
Cost of sales	(1,898)	(818)	(5,843)	(4,713)
Gross Profit	4,229	3,987	7,021	8,286
Expenses				
General and administrative	16,006	3,154	100,751	31,358
Professional fees	91,331	17,478	267,527	112,442
Total Expenses	107,337	20,632	368,278	143,800
Net Loss Before Other Expenses	(103,108)	(16,645)	(361,257)	(135,514)
Other Expenses				
Interest expense	(5,623)	(4,048)	(16,084)	(11,570)
Net Loss	\$ (108,731)	\$ (20,693)	\$ (377,341)	\$ (147,084)
Net Loss Per Share	\$ -	\$ -	\$ -	\$ -
Weighted-average Common Shares Outstanding - Basic and Diluted	101,751,500	336,751,500	101,751,500	336,751,500

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

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

	Nine Months Ended February 29, 2016	Nine Months Ended February 28, 2015
Cash Flows from Operating Activities		
Net loss	\$ (377,341)	\$ (147,084)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	61,000	–
Changes in operating assets and liabilities:		
Accounts receivable	3,371	(2,828)
Inventory	(1,469)	(271)
Prepaid expenses	(3,156)	–
Accounts payable	22,094	106,053
Accrued liabilities	201,082	11,570
Due to related parties	23,149	–
Net Cash Used in Operating Activities	(71,270)	(32,560)
Cash Flows from Financing Activities		
Advances from related party	272	–
Proceeds from notes payable	48,096	77,500
Payment of notes payable	(14,709)	–
Proceeds from convertible notes payable	14,000	–
Redemption of Series A redeemable preferred stock	–	(60,000)
Proceeds from issuance of Series A redeemable preferred stock	25,000	–
Net Cash Provided by Financing Activities	72,659	17,500
Change in Cash	1,389	(15,060)
Cash - Beginning of Period	381	19,238
Cash - End of Period	<u>\$ 1,770</u>	<u>\$ 4,178</u>
Supplemental Disclosures of Cash Flow Information:		
Interest paid	\$ 941	\$ –
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 Unaudited 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 unaudited condensed consolidated financial statements of the Company should be read in conjunction with the consolidated 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, 2015. In the opinion of management, the accompanying unaudited 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 unaudited 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 unaudited 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 29, 2016, the Company has accumulated losses of \$822,281 and a working capital deficit of \$702,439. These factors raise substantial doubt regarding the Company’s ability to continue as a going concern. These unaudited condensed consolidated 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 29, 2016	May 31, 2015
Raw Materials	\$ 1,693	\$ 34
Finished Goods	1,329	1,882
Packaging Supplies	1,219	856
Total	\$ 4,241	\$ 2,772

4. Related Party Transactions

- a) During the nine months ended February 29, 2016, the Company incurred management services fees of \$33,400 (2015 - \$nil) to the President of the Company, of which \$10,000 was paid through the issuance of 100,000 shares of the Company’s Series D convertible preferred stock at \$0.10 per share upon execution of the Management Services Agreement referred to in Note 8 (a).
- b) At February 29, 2016 and May 31, 2015, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$34,021 and \$10,600, respectively. The amount is unsecured, non-interest bearing and due on demand.

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

5. Notes Payable

Notes payable consist of the following:	<u>February 29, 2016</u>	<u>May 31, 2015</u>
a) Notes payable that are unsecured, non-guaranteed, non-interest bearing and due on demand.	\$ 6,928	\$ 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 29, 2016, and May 31, 2015, the Company owed accrued interest of \$5,770 and \$4,268, 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 29, 2016, and May 31, 2015, the Company owed accrued interest of \$24,155 and \$13,164, respectively.	170,000*	170,000*
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 29, 2016, and May 31, 2015, the Company owed accrued interest of \$311 and \$152, respectively.	2,500	2,500
f) 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 29, 2016, and May 31, 2015, the Company owed accrued interest of \$1,151 and \$250, respectively.	15,000	15,000
g) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due three months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$42 and \$137, respectively.	4,291	19,000
h) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due six months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$224 and \$nil, respectively.	4,000	-
i) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due six months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$4 and \$nil, respectively.	2,000	-
j) 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 29, 2016, and May 31, 2015, the Company owed accrued interest of \$598 and \$nil, respectively.	20,000	-
k) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due six months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$295 and \$nil, respectively.	12,000	-
l) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note is due six months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$58 and \$nil, respectively.	4,700	-
m) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note is due six months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$8 and \$nil, respectively.	1,000	-
n) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note is due six months following the borrowing date. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$6 and \$nil, respectively.	1,200	-
	<u>\$ 271,619</u>	<u>\$ 238,232</u>

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

5. Notes Payable (continued)

* 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. Two notes matured in May 2015 and were not repaid. Therefore, under the default terms of the Loan Agreement, all remaining promissory notes immediately become due and payable.

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 29, 2016, and May 31, 2015, the Company owed accrued interest of \$1,677 and \$1,376, respectively. At February 29, 2016, and May 31, 2015, 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 payment of principal or interest have been made during the nine months ended February 29, 2016. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$337 and \$249, respectively. At February 29, 2016, and May 31, 2015, 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 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 \$0.001 per share. At February 29, 2016, and May 31, 2015, the Company owed accrued interest of \$417 and \$342, respectively. At February 29, 2016, and May 31, 2015, the balance owing on the Note was \$1,000.
- d) On February 19, 2016, the Company entered into a Convertible Promissory Note agreement for \$14,000. The Note bears interest at 8% per annum, and the principal amount and any interest thereon are due one year following the borrowing date. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price to be mutually finalized between the Company and the holder of the Convertible Promissory Note within 48 hours of the conversion request. At February 29, 2016, the Company owed accrued interest of \$30. At February 29, 2016, the balance owing on the Note was \$14,000.

7. Preferred Stock

- a) 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 originally filed with the Secretary of State of Nevada on April 20, 2015. 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 shares to 12 shares 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 removed the right of the holder to elect to have any portion of the shares be repurchased by the Company at \$0.10 per share, and amended the voting rights to increase the voting equivalency of each share of Series C preferred stock from 10 shares to 12 shares of common stock.
- b) On June 4, 2015, the Company designated 10,000,000 shares of preferred stock as Series D convertible preferred stock. The holders of the Series D convertible preferred stock may elect to convert their shares at any time and from time to time and after the first year anniversary of the issue date. Each share of Series D convertible preferred stock 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 D convertible 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 D convertible preferred stock shall be entitled to a number of votes equal to the number of shares of common stock into which the Series D shares held are convertible.

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

7. Preferred Stock (continued)

- c) On June 4, 2015, upon execution of the Management Services Agreement referred to in Note 8 (a), the Company issued 100,000 shares of the Series D convertible preferred stock to the President of the Company at \$0.10 per share in exchange for management services.
- d) On June 4, 2015, upon execution of the Services Agreements referred to in Note 8 (b), the Company issued 400,000 shares of the Series D convertible preferred stock to persons or companies at \$0.10 per share in exchange for services.
- e) On June 11, 2015, upon execution of the Services Agreements referred to in Notes 8 (d) and (e), the Company issued 110,000 shares of the Series D convertible preferred stock to persons or companies at \$0.10 per share in exchange for services.
- f) On September 11, 2015, the Company filed a Certificate of Amendment (the "Amendment") to amend the provisions of the Company's Amended and Restated Certificate of Designation for the Company's Series A convertible preferred stock originally filed with the Secretary of State of Nevada on May 8, 2014. Pursuant to the Amendment, the Company restated the conversion and redemption terms of the Series A convertible preferred stock. For shares of Series A convertible preferred stock issued prior to September 11, 2015, the holders shall have the right to convert the shares from the first anniversary date of issuance. For shares of Series A convertible preferred stock issued on or after September 11, 2015, the holders shall have the right to convert the shares from October 1, 2016. The Company may also redeem all, or any portion of, the outstanding shares of Series A convertible preferred stock for \$0.40 per share.
- g) On September 11, 2015, the Company entered into a Stock Purchase Agreement, whereby the Company issued 125,000 shares of Series A preferred stock at \$0.20 per share for proceeds of \$25,000.

8. Commitments

- a) On June 4, 2015, the Company entered into a Management Services Agreement with the President, CEO, Secretary and Treasurer of the Company. In consideration for his services, the Company has agreed to pay \$31,200 per year, accruing in equal monthly increments of \$2,600, and to issue an aggregate of 1,000,000 shares of the Company's Series D convertible preferred stock, of which 100,000 shares were issued upon the execution of the Management Services Agreement, 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, including the completion of product line expansion, and signing distributors nationally and internationally. The term of the Management Services Agreement 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.
- b) On June 4, 2015, the Company entered into Services Agreements with four unrelated third party persons or companies. In consideration of these services, the Company has agreed to pay an aggregate \$96,000 per year, accruing in equal monthly increments of \$8,000, and to issue an aggregate 4,000,000 shares of the Company's Series D convertible preferred stock, of which 400,000 shares were issued upon the execution of the Services Agreements, and the remaining 3,600,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreements, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreements are for one year, commencing on the date of the agreements, and are automatically renewable for successive one year terms unless mutually agreed to in writing.
- c) On June 9, 2015, the Company entered into a Consultancy Agreement with a company for investor relations services. The Company has agreed to pay \$5,000 per month and the term of the Consultancy Agreement is for six months, commencing June 11, 2015. On January 1, 2016, the Consultancy Agreement was extended for an additional six months.
- d) On June 11, 2015, the Company entered into a Services Agreement with an unrelated third party company. In consideration of these services, the Company has agreed to pay \$60,000 per year, accruing in equal monthly increments of \$5,000, and to issue 500,000 shares of the Company's Series D convertible preferred stock, of which 50,000 shares were issued upon the execution of the Services Agreement, and the remaining 450,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreement 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.

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

8. Commitments (continued)

e) On June 11, 2015, the Company entered into Services Agreements with two unrelated third party persons or companies. In consideration of these services, the Company has agreed to issue an aggregate 600,000 shares of the Company's Series D convertible preferred stock, of which 60,000 shares were issued upon the execution of the Services Agreements, and the remaining 540,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreements, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreements are for one year, commencing on the date of the agreements, and are automatically renewable for successive one year terms unless mutually agreed to in writing.

9. Concentrations

The Company's revenues were concentrated among four customers for the nine months ended February 29, 2016, and three customers for the nine months ended February 28, 2015:

Customer	Revenue for the Nine Months Ended February 29, 2016	Revenue for the Nine Months Ended February 28, 2015
1	30%	30%
2	23%	47%
3	19%	*
4	11%	*
5	*	12%

The Company had no receivables as of February 29, 2016. The Company's receivables were concentrated among two customers as at May 31, 2015:

Customer	Receivables as at February 29, 2016	Receivables as at May 31, 2015
1	*	72%
2	*	28%

* not greater than 10%

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

You should read the following discussion together with our unaudited 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 in this report and our other reports filed with the Securities and Exchange Commission.

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 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., a Delaware corporation.

Corporate History

We were formerly known as On-Air Impact, Inc., a Nevada corporation (“On-Air Impact”). From the date of our 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”).

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.

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.

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 unaudited condensed consolidated 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.

Overview

Our wholly-owned operating subsidiary, 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.

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’s bioremediation products are sold under the brands Trap-Eze, Sept-Eze, Tank-Eze and Wash-Eze.

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.

Product Development

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.

During the last quarter, we commenced developing additional eco-based products in order to expand our product line. During the quarter ended November 30, 2015, we successfully test marketed a liquid version of our Tank-Eze bioremediation product (“Liquid Tank-Eze”). Liquid-Eze is different than the regular Tank-Eze in that it does not have the oxygen feature and is designed to be primarily used in the treatment of drain lines prior to, or in conjunction with, Tank-Eze. As part of its test marketing, we sold the Liquid Tank-Eze product in a four ounce (4 oz.) concentrated size through our online channels. We intend to increase our marketing of Liquid Tank-Eze with a wider and more official launch in the near future. We also intend to sell a line of eco-friendly certified green cleaning solutions, including but not limited to, a multi-surface cleaner and a glass cleaner.

Critical Accounting Policies, Estimates, and Judgments

Our unaudited 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 29, 2016 Compared to the Three Months Ended February 28, 2015

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 29, 2016*		February 28, 2015*	
	\$	% of Revenue	\$	% of Revenue
Revenue:	\$ 6,127	–	\$ 4,805	–
Cost of sales:	(1,898)	(30.98)%	(818)	(17.02)%
Gross profit	4,229	69.02%	3,987	82.98%
Operating expenses:				
General and administrative	16,006	261.24%	3,154	65.64%
Professional fees	91,331	1,490.63%	17,478	363.75%
Total Expenses	107,337	1,751.87%	20,632	429.39%
Net loss before other expenses:	(103,108)	(1,682.85)%	(16,645)	(346.41)%
Other expenses:				
Interest expense	(5,623)	(91.77)%	(4,048)	(84.24)%
Net loss	(108,731)	(1,774.62)%	(20,693)	(430.66)%

* 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 29, 2016	February 28, 2015	% Change
Revenue	\$ 6,127	\$ 4,805	27.51%

Our Revenue increased 27.51% for the three months ended February 29, 2016 as compared to the three months ended February 28, 2015. The increase is attributed to more repeat sales and new accounts.

Costs and Expenses

Costs of Sales

	Three-Month Period Ended		
	February 29, 2016	February 28, 2015	% Change
Costs of Sales	\$ 1,898	\$ 818	132.03%

Our Costs of Sales increased 132.03% for the three months ended February 29, 2016 as compared to the three months ended February 28, 2015. The increase is due to an increase in sales volume through E-commerce which carries additional shipping and merchant fees.

Operating Expenses

	Three-Month Period Ended		% Change
	February 29, 2016	February 28, 2015	
Operating Expenses	\$ 107,337	\$ 20,632	420.25%

Our Operating Expenses increased 420.25% for the three months ended February 29, 2016 as compared to the three months ended February 28, 2015. The increase is attributable to an increase in Management and Professional Fees consisting of legal, accounting and consulting fees as well as administrative costs.

Interest Expense

	Three-Month Period Ended		% Change
	February 29, 2016	February 28, 2015	
Interest Expense	\$ 5,623	\$ 4,048	38.91%

Our Interest Expense increased 38.91% for the three months ended February 29, 2016 as compared to the three months ended February 28, 2015. The increase is attributable to the sale of additional promissory notes to finance operations.

Nine Months Ended February 29, 2016 Compared to the Nine Months Ended February 28, 2015

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.

	Nine-month Period Ended			
	February 29, 2016*		February 28, 2015*	
	\$	% of Revenue	\$	% of Revenue
Revenue:	\$ 12,864	-	\$ 12,999	-
Cost of sales:	(5,843)	(45.42)%	(4,713)	(36.26)%
Gross profit	7,021	54.58%	8,286	63.74%
Operating expenses:				
General and administrative	100,751	783.20%	31,358	241.24%
Professional fees	267,527	2,079.66%	112,442	865.01%
Total Expenses	368,278	2,862.86%	143,800	1,106.24%
Net loss before other expenses:	(361,257)	(2,808.28)%	(135,514)	(1,042.50)%
Other expenses:				
Interest expense	(16,084)	(125.03)%	(11,570)	(89.01)%
Net (loss) income	(377,341)	(2,933.31)%	(147,084)	(1,131.50)%

* Amounts may not sum due to rounding.

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

Revenue

	<u>Nine-month Period Ended</u>		<u>% Change</u>
	<u>February 29, 2016</u>	<u>February 28, 2015</u>	
Revenue	\$ 12,864	\$ 12,999	(1.03)%

Our Revenue decreased 1.03% for the nine months ended February 29, 2016 as compared to the nine months ended February 28, 2015. The decrease is attributed to less repeat sales and new accounts.

Costs and Expenses

Costs of Sales

	<u>Nine-month Period Ended</u>		<u>% Change</u>
	<u>February 29, 2016</u>	<u>February 28, 2015</u>	
Costs of Sales	\$ 5,843	\$ 4,713	23.98%

Our Costs of Sales increased 23.98% for the nine months ended February 29, 2016 as compared to the nine months ended February 28, 2015. The increase is due to an increase in sales commissions and merchant fees as compared to the prior period.

Operating Expenses

	<u>Nine-month Period Ended</u>		<u>% Change</u>
	<u>February 29, 2016</u>	<u>February 28, 2015</u>	
Operating Expenses	\$ 368,278	\$ 143,800	156.10%

Our Operating Expenses increased 156.10% for the nine months ended February 29, 2016 as compared to the nine months ended February 28, 2015. The increase is attributable to an increase in Management and Professional Fees consisting of legal, accounting and consulting fees as well as administrative costs.

Interest Expense

	<u>Nine-month Period Ended</u>		<u>% Change</u>
	<u>February 29, 2016</u>	<u>February 28, 2015</u>	
Interest Expense	\$ 16,084	\$ 11,570	39.01%

Our Interest Expense increased 39.01% for the nine months ended February 29, 2016 as compared to the nine months ended February 28, 2015. The increase is attributable to the sale of additional promissory notes to finance operations.

Financial Condition, Liquidity and Capital Resources

At February 29, 2016, we had \$1,770 in cash on hand and an accumulated deficit of \$822,281; and had \$12,864 in revenues for the nine-month period ended February 29, 2016. In their report for the fiscal year ended May 31, 2015, 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 29, 2016, we have financed our operations by the following:

- 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 29, 2016, the outstanding principal and accrued interest of each Note was \$2,838, for a total of \$5,677.
- 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 Note, 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. On December 27, 2012, the Company repaid \$4,005 towards the principal balance and \$995 towards accrued interest. On April 19, 2013, the Company repaid \$4,818 towards the principal balance and \$182 towards accrued interest. At February 29, 2016, the outstanding principal and accrued interest of the Note was \$1,514.
- On December 28, 2011, the Company entered into two Convertible Promissory Note agreements for an aggregate of \$6,000, of which \$5,000 is due to the President of the Company. 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 \$0.0001 per share. On October 27, 2012, the Company issued 50,000,000 shares of Common Stock to the President of the Company upon the conversion of the principal amount of \$5,000. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$1,417.
- On April 12, 2013, the Company entered into a Promissory Note for the principal amount of \$20,000 with an unaffiliated third party, as the lender. The Note bears interest at the rate of 10% per annum and interest shall be paid semi-annually on the 1st day of each calendar quarter commencing on November 1, 2013. All principal and unpaid and accrued interest is due sixty (60) days after demand. The Note may be prepaid without penalty. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$25,770.
- On May 8, 2014, Eco-Logical sold a one-year promissory note to Maverick, LLC (“Maverick”) for the principal amount of \$25,000 and bearing interest at rate of 8% per annum. Pursuant to the terms of the promissory note, simultaneously with the sale of all or substantially all of the assets of Eco-Logical, upon the merger or combination of Eco-Logical with another entity (other than for changing domicile), or change of control of Eco-Logical, the outstanding principal and accrued interest thereon under the promissory note automatically converted, without any action being taken by Eco-Logical or Maverick, into a number of shares of Common Stock and/or preferred stock of Eco-Logical which would enable Maverick to have voting and dispositive control of Eco-Logical. On May 9, 2014, the promissory note issued to Maverick was converted into 5,000,000 shares of Eco-Logical’s Common Stock and 200,000 shares of Eco-Logical’s Series A Preferred Stock. Pursuant to Eco-Logical’s Series A Certificate of Designation filed with the Secretary of State of the State of Delaware, the outstanding shares of Series A Non-Convertible Preferred Stock voted together with the shares of Common Stock and other voting securities of Eco-Logical as a single class and, regardless of the number of shares of Series A Non-Convertible Preferred Stock outstanding and as long as at least one of such shares of Series A Non-Convertible Preferred Stock is outstanding, represented eighty percent (80%) of all votes entitled to be voted at any annual or special meeting of stockholders of Eco-Logical or action by written consent of stockholders. Each outstanding share of the Series A Non-Convertible Preferred Stock shall represent its proportionate share of the 80% which is allocated to the outstanding shares of Series A Non-Convertible Preferred Stock. Upon the consummation of the Merger, Maverick’s 5,000,000 shares of Eco-Logical Common Stock and 200,000 shares of Eco-Logical Series A Non-Convertible Preferred Stock converted into 50,000 shares of our Common Stock and 200,000 shares of our Series B Non-Convertible Preferred Stock, respectively. The voting rights of shares of our Series B Non-Convertible Preferred Stock are identical to the voting rights Eco-Logical’s Series A Non-Convertible Preferred Stock. Therefore, as a result of the Merger, Maverick has voting control over the Company. As a result of the 500-for-1 Forward Stock Split of the Company’s outstanding Common Stock on June 23, 2014, the 50,000 shares of Common Stock held by Maverick resulted in Maverick owning 25,000,000 shares of the Company’s Common Stock.

- On May 9, 2014, the Company entered into that certain Master Loan Agreement, dated May 9, 2014 (the “Loan Agreement”), with Baccarat Holdings, Inc., an unaffiliated third party lender (“Baccarat” or the “Lender”). Subject to the terms and conditions set forth in the Loan Agreement, Baccarat agreed, from time to time to purchase from the Company, and the Company agreed to sell and issue to Baccarat, 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 Baccarat and (ii) written termination notice is delivered by the Company or Baccarat 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 29, 2016, the Company had sold the following promissory notes to Bacarat pursuant to the Loan Agreement. The Company is currently renegotiating with Bacarat to extend the maturity date of the Notes:

Issue Date	Maturity Date	Principal	Interest Rate	As of February 29, 2016	
				Accrued Interest	Total Outstanding
05/09/14	05/09/15	\$ 50,000	8.0%	\$ 7,503	\$ 57,503
05/19/14	05/19/15	\$ 45,000	8.0%	\$ 6,647	\$ 51,647
06/06/14	06/06/15	\$ 30,000	8.0%	\$ 4,303	\$ 34,303
08/11/14	08/11/15	\$ 25,000	8.0%	\$ 3,195	\$ 28,195
08/18/14	08/18/15	\$ 10,000	8.0%	\$ 1,262	\$ 11,262
08/25/14	08/25/15	\$ 10,000	8.0%	\$ 1,245	\$ 11,245
		<u>\$ 170,000</u>		<u>\$ 24,155</u>	<u>\$ 194,155</u>

- On August 26, 2014, the Company sold a one-year promissory note to unaffiliated third party for the principal amount of \$2,500, bearing interest at the rate of 8% per annum and maturing on the one-year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$2,811. The Company intends to renegotiate with the lender to extend the maturity date of the Note.
- On March 16, 2015, the Company sold a one-year promissory note to unaffiliated third party for the principal amount of \$15,000, bearing interest at the rate of 8% per annum and maturing on the one-year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$16,151.

- On April 28, 2015, the Company sold a nine-month promissory note to unaffiliated third party for the principal amount of \$19,000, bearing interest at the rate of 8% per annum and maturing on the nine-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. During the three months ended November 30, 2015, the Company made payments totaling \$10,950. During the three months ended February 29, 2016, the Company made payments totaling \$4,700. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$4,331. The Company intends to renegotiate with the Noteholder to extend the maturity date of the Note.
- On June 18, 2015, the Company sold a nine-month promissory note to unaffiliated third party for the principal amount of \$4,000, bearing interest at the rate of 8% per annum and maturing on the nine-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$4,224.
- On October 2, 2015 the Company sold a one-year promissory note to unaffiliated third party for the principal amount of \$10,000, bearing interest at the rate of 8% per annum and maturing on the one-year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$10,328.
- On October 29, 2015 the Company sold a one-year promissory note to unaffiliated third party for the principal amount of \$10,000, bearing interest at the rate of 8% per annum and maturing on the one-year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$10,270.
- On November 9, 2015 the Company sold a nine-month promissory note to unaffiliated third party for the principal amount of \$12,000, bearing interest at the rate of 8% per annum and maturing on the one-year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$12,295.

- On September 19, 2015, the Company consummated a sale under a Stock Purchase Agreement, dated September 11, 2015, with an unaffiliated third party “accredited investor” pursuant to which such investor purchased 125,000 shares of Series A Convertible Preferred Stock from the Company for \$0.20 per share (or an aggregate of \$25,000). The Company issued the foregoing securities 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 one accredited investor and no solicitation or advertisement was made in connection therewith.
- On January 15, 2016 the Company sold a six-month promissory note to unaffiliated third party for the principal amount of \$4,700, bearing interest at the rate of 10% per annum and maturing on the six-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$4,758.
- On February 1, 2016 the Company sold a six-month promissory note to unaffiliated third party for the principal amount of \$1,000, bearing interest at the rate of 10% per annum and maturing on the six-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$1,008.
- On February 12, 2016 the Company sold a six-month promissory note to unaffiliated third party for the principal amount of \$1,200, bearing interest at the rate of 10% per annum and maturing on the six-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$1,206.
- On February 19, 2016, the Company sold a six-month promissory note to unaffiliated third party for the principal amount of \$2,000, bearing interest at the rate of 8% per annum and maturing on the six-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$2,004.
- **On February 19, 2016, the Company entered into a Convertible Promissory Note agreement for \$14,000. The Note bears interest at 8% per annum, and the principal amount and any interest thereon are due one year following the borrowing date. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price to be mutually finalized between the Company and the holder of the Convertible Promissory Note within 48 hours of the conversion request. At February 29, 2016, the outstanding principal and accrued interest of the outstanding Note was \$14,030.**

Working Capital

Since the Company’s inception, we have incurred recurring net losses and negative cash flows from operations. As of February 29, 2016, we had a working capital deficit of \$702,439, an accumulated deficit of \$822,281 and a stockholders’ deficit of \$702,439.

At February 29, 2016, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$34,021. The amount is unsecured, non-interest bearing and due on demand.

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.

	For the Nine Months Ended	
	February 29, 2016	February 28, 2015
Cash, beginning of period	\$ 381	\$ 19,238
Net cash used in operating activities	(71,270)	(32,560)
Net cash provided by investing activities	–	–
Net cash provided by financing activities	72,659	17,500
Cash, end of period	<u>\$ 1,770</u>	<u>\$ 4,178</u>

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 29, 2016, 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 29, 2016 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 February 19, 2016, the Company issued a third party a Convertible Promissory Note in the aggregate principal amount of \$14,000. The Note bears interest at 8% per annum and matures on February 19, 2017. The outstanding principal and accrued interest of the Note is convertible into shares of common stock at a conversion price to be mutually finalized between the Company and the holder of the Convertible Promissory Note within 48 hours of the conversion request.

The Company issued the foregoing security 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 group of persons and no solicitation or advertisement was made in connection therewith.

Item 3. Defaults Upon Senior Securities

N/A

Item 5. Other Information

Subsequent Events

On June 1, 2016, our Board of Directors adopted a Code of Ethics and Business Conduct (“**Code of Ethics**”) that applies to the Company’s principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. A copy of the Code of Ethics has been filed as Exhibit 14 to this Report and is available on our website, www.ecosciences.company.

Item 6. Exhibits

Index to Exhibits

<u>Exhibit No:</u>	<u>Description:</u>
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14	Code of Ethics and Business Conduct
31.1	Rule 13(a)-14(a)/15(d)-14(a) Certification
32.1	Section 1350 Certification
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* 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: June 3, 2016

By: /s/ JOEL FALITZ

Name: Joel Falitz

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

ECOSCIENCES, INC.

CODE OF ETHICS AND BUSINESS CONDUCT

1. Introduction.

1.1 The Board of Directors of Ecosciences, Inc. (together with its subsidiaries, the “**Company**”) has adopted this Code of Ethics and Business Conduct (the “**Code**”) in order to:

- (a) promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- (b) promote full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the “**SEC**”) and in other public communications made by the Company;
- (c) promote compliance with applicable governmental laws, rules and regulations;
- (d) promote the protection of Company assets, including corporate opportunities and confidential information;
- (e) promote fair dealing practices;
- (f) deter wrongdoing; and
- (g) ensure accountability for adherence to the Code.

1.2 All directors, officers and employees are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below in **Section 10.**, Reporting and Enforcement.

2. Honest and Ethical Conduct.

2.1 The Company’s policy is to promote high standards of integrity by conducting its affairs honestly and ethically.

2.2 Each director, officer and employee must act with integrity and observe the highest ethical standards of business conduct in his or her dealings with the Company’s customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job.

3. Conflicts of Interest.

3.1 A conflict of interest occurs when an individual's private interest (or the interest of a member of his or her family) interferes, or even appears to interfere, with the interests of the Company as a whole. A conflict of interest can arise when an employee, officer or director (or a member of his or her family) takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest also arise when an employee, officer or director (or a member of his or her family) receives improper personal benefits as a result of his or her position in the Company.

3.2 Loans by the Company to, or guarantees by the Company of obligations of, employees or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Company to, or guarantees by the Company of obligations of, any director or officer or their family members are expressly prohibited.

3.3 Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest should be avoided unless specifically authorized as described in **Section 3.4**.

3.4 Persons other than directors and executive officers who have questions about a potential conflict of interest or who become aware of an actual or potential conflict should discuss the matter with, and seek a determination and prior authorization or approval from, their supervisor or the Chief Executive Officer. A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing the Chief Executive Officer with a written description of the activity and seeking the Chief Executive Officer's written approval. If the supervisor is himself involved in the potential or actual conflict, the matter should instead be discussed directly with the Chief Executive Officer.

Directors and executive officers must seek determinations and prior authorizations or approvals of potential conflicts of interest exclusively from the Audit Committee, if one has been appointed.

4. Compliance.

4.1 Employees, officers and directors should comply, both in letter and spirit, with all applicable laws, rules and regulations in the cities, states and countries in which the Company operates.

4.2 Although not all employees, officers and directors are expected to know the details of all applicable laws, rules and regulations, it is important to know enough to determine when to seek advice from appropriate personnel. Questions about compliance should be addressed to the Legal Department or law firm.

4.3 No director, officer or employee may purchase or sell any Company securities while in possession of material non-public information regarding the Company, nor may any director, officer or employee purchase or sell another company's securities while in possession of material non-public information regarding that company. It is against Company policies and illegal for any director, officer or employee to use material non-public information regarding the Company or any other company to:

- (a) obtain profit for himself or herself; or
- (b) directly or indirectly "tip" others who might make an investment decision on the basis of that information.

5. Disclosure.

5.1 The Company's periodic reports and other documents filed with the SEC, including all financial statements and other financial information, must comply with applicable federal securities laws and SEC rules.

5.2 Each director, officer and employee who contributes in any way to the preparation or verification of the Company's financial statements and other financial information must ensure that the Company's books, records and accounts are accurately maintained. Each director, officer and employee must cooperate fully with the Company's accounting and internal audit departments, as well as the Company's independent public accountants and counsel.

5.3 Each director, officer and employee who is involved in the Company's disclosure process must:

(a) be familiar with and comply with the Company's disclosure controls and procedures and its internal control over financial reporting; and

(b) take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Company provide full, fair, accurate, timely and understandable disclosure.

6. Protection and Proper Use of Company Assets.

6.1 All directors, officers and employees should protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability and are prohibited.

6.2 All Company assets should be used only for legitimate business purposes. Any suspected incident of fraud or theft should be reported for investigation immediately.

6.3 The obligation to protect Company assets includes the Company's proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business and marketing plans, engineering and manufacturing ideas, designs, databases, records and any non-public financial data or reports. Unauthorized use or distribution of this information is prohibited and could also be illegal and result in civil or criminal penalties.

7. Corporate Opportunities. All directors, officers and employees owe a duty to the Company to advance its interests when the opportunity arises. Directors, officers and employees are prohibited from taking for themselves personally (or for the benefit of friends or family members) opportunities that are discovered through the use of Company assets, property, information or position. Directors, officers and employees may not use Company assets, property, information or position for personal gain (including gain of friends or family members). In addition, no director, officer or employee may compete with the Company.

8. Confidentiality. Directors, officers and employees should maintain the confidentiality of information entrusted to them by the Company or by its customers, suppliers or partners, except when disclosure is expressly authorized or legally required. Confidential information includes all non-public information (regardless of its source) that might be of use to the Company's competitors or harmful to the Company or its customers, suppliers or partners if disclosed.

9. Fair Dealing. Each director, officer and employee must deal fairly with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job. No director, officer or employee may take unfair advantage of anyone through manipulation, concealment, abuse or privileged information, misrepresentation of facts or any other unfair dealing practice.

10. Reporting and Enforcement.

10.1 Reporting and Investigation of Violations.

(a) Actions prohibited by this code involving directors or executive officers must be reported to the Board of Directors.

(b) Actions prohibited by this code involving any other person must be reported to the reporting person's supervisor or the Chief Executive Officer.

(c) After receiving a report of an alleged prohibited action, the Board of Directors, the relevant supervisor or the Chief Executive Officer.

(d) All directors, officers and employees are expected to cooperate in any internal investigation of misconduct.

10.2 Enforcement.

(a) The Company must ensure prompt and consistent action against violations of this Code.

(b) If, after investigating a report of an alleged prohibited action by a director or executive officer, the Chief Executive Officer determines that a violation of this Code has occurred, the Chief Executive Officer will report such determination to the Board of Directors.

(c) If, after investigating a report of an alleged prohibited action by any other person, the Chief Executive Officer determines that a violation of this Code has occurred, the Chief Executive Officer will report such determination to the General Counsel or law firm.

(d) Upon receipt of a determination that there has been a violation of this Code, the Board of Directors or the General Counsel will take such preventative or disciplinary action as it deems appropriate, including, but not limited to, reassignment, demotion, dismissal and, in the event of criminal conduct or other serious violations of the law, notification of appropriate governmental authorities.

10.3 Waivers.

(a) Each of the Board of Directors (in the case of a violation by a director or executive officer) and the General Counsel (in the case of a violation by any other person) may, in its discretion, waive any violation of this Code.

(b) Any waiver for a director or an executive officer shall be disclosed as required by SEC rules.

10.4 Prohibition on Retaliation.

The Company does not tolerate acts of retaliation against any director, officer or employee who makes a good faith report of known or suspected acts of misconduct or other violations of this Code.

Certification of Principal Executive Officer/Principal Financial 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, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended February 29, 2016 of Ecosciences, Inc.;
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 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 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: June 3, 2016

By: /s/ JOEL FALITZ

Name: Joel Falitz

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

**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 29, 2016 (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: June 3, 2016

By: /s/ JOEL FALITZ

Name: Joel Falitz

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