

**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: August 31, 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)

With a copy to:

Philip Magri, Esq.
Magri Law, LLC
2642 NE 9th Avenue
Fort Lauderdale, FL 33334
T: (646) 502-5900
F: (646) 826-9200
pmagri@magrilaw.com
www.magrilaw.com

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
Non-accelerated filer

Accelerated filer
Smaller reporting company

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

Yes [] No [X]

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 November 3, 2016, there were 147,951,500 shares of Common Stock, \$0.0001 par value per share, issued and outstanding.

Table of Contents

<u>PART I - FINANCIAL INFORMATION</u>	3
<u>ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)</u>	3
<u>ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</u>	4
<i>Forward Looking Statements</i>	4
<i>Corporate History</i>	4
<i>Overview</i>	5
<i>Product Development</i>	6
<i>Growth Strategy of the Company</i>	6
<i>Critical Accounting Policies, Estimates, and Judgments</i>	6
<i>Results of Operations</i>	6
<i>Financial Condition, Liquidity and Capital Resources</i>	8
<i>Working Capital</i>	10
<i>Cash and Cash Equivalents</i>	10
<i>Off-Balance Sheet Operations</i>	11
<u>ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u>	11
<u>ITEM 4. CONTROLS AND PROCEDURES</u>	11
<i>Evaluation of Disclosure Controls and Procedures.</i>	11
<i>Changes in Internal Control over Financial Reporting</i>	11
<u>PART II – OTHER INFORMATION</u>	11
<u>ITEM 1. LEGAL PROCEEDINGS</u>	11
<u>ITEM 1 A . RISK FACTORS</u>	11
<u>ITEM 2. UNREGISTERED SALE OF EQUITY SECURITIES AND USE OF PROCEEDS</u>	11
<u>ITEM 3. DEFAULTS UPON SENIOR SECURITIES</u>	12
<u>ITEM 5. OTHER INFORMATION</u>	12
<i>Subsequent Events</i>	12
<u>ITEM 6. EXHIBITS</u>	14
<u>SIGNATURES</u>	15

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

Ecosciences, Inc.
Condensed Consolidated Financial Statements
(Unaudited)

Index

Table of Contents

Unaudited Condensed Consolidated Balance Sheets	F-1
Unaudited Condensed Consolidated Statements of Operations	F-2
Unaudited Condensed Consolidated Statements of Cash Flows	F-3
Notes to the Unaudited Condensed Consolidated Financial Statements	F-4

Ecosciences, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

	August 31, 2016	May 31, 2016
ASSETS		
Current Assets		
Cash	\$ 9,435	\$ 4,220
Inventory	4,374	5,169
Prepaid expenses	-	771
Total Assets	\$ 13,809	\$ 10,160
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	\$ 151,545	\$ 165,483
Accrued liabilities	413,284	331,505
Due to related parties	49,083	42,046
Notes payable	230,432	261,157
Convertible notes payable, net	64,868	30,177
Derivative liabilities	186,889	-
Total Liabilities	1,096,101	830,368
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	160	160
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	61	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	108,956
Deficit	(1,202,134)	(940,050)
Total Stockholders' Deficit	(1,082,292)	(820,208)
Total Liabilities and Stockholders' Deficit	\$ 13,809	\$ 10,160

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 August 31, 2016	Three Months Ended August 31, 2015
Revenue	\$ 3,472	\$ 3,354
Cost of sales	(1,774)	(2,421)
Gross Profit	<u>1,698</u>	<u>933</u>
Expenses		
General and administrative	15,462	69,390
Professional fees	125,636	97,500
Total Expenses	<u>141,098</u>	<u>166,890</u>
Net Loss Before Other Expenses	(139,400)	(165,957)
Other Expenses		
Interest expense	(37,795)	(5,128)
Loss on derivative liabilities	(84,889)	-
Net Loss	<u>\$ (262,084)</u>	<u>\$ (171,085)</u>
Net Loss Per Share – Basic and Diluted	<u>\$ -</u>	<u>\$ -</u>
Weighted-average Common Shares Outstanding – Basic and Diluted	<u>101,751,500</u>	<u>101,751,500</u>

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

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

	Three Months Ended August 31, 2016	Three Months Ended August 31, 2015
Cash Flows from Operating Activities		
Net loss	\$ (262,084)	\$ (171,085)
Adjustments to reconcile net loss to net cash used in operating activities:		
Interest expense	24,691	-
Loss on derivative liabilities	84,889	-
Stock-based compensation	-	61,000
Changes in operating assets and liabilities:		
Accounts receivable	-	933
Inventory	795	88
Prepaid expenses	771	487
Accounts payable	(13,938)	30,994
Accrued liabilities	81,779	61,859
Net Cash Used in Operating Activities	(83,097)	(15,724)
Cash Flows from Financing Activities		
Advances from related party, net	7,037	8,800
Proceeds from notes payable	7,500	7,196
Payment of notes payable	(38,225)	-
Proceeds from convertible notes payable	112,000	-
Net Cash Provided by Financing Activities	88,312	15,996
Change in Cash	5,215	272
Cash - Beginning of Period	4,220	381
Cash - End of Period	\$ 9,435	\$ 653
Supplemental Disclosures of Cash Flow Information:		
Interest paid	\$ 175	\$ -
Income taxes paid	\$ -	\$ -

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, 2016. 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 August 31, 2016, the Company has accumulated losses of \$1,202,134 and a working capital deficit of \$1,082,292. 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:

	August 31, 2016	May 31, 2016
Raw Materials	\$ 1,171	\$ 1,353
Finished Goods	1,600	2,213
Packaging Supplies	1,603	1,603
Total	\$ 4,374	\$ 5,169

4. Related Party Transactions

- a) During the three months ended August 31, 2016, the Company incurred management services fees of \$7,800 (2015 - \$17,800) to the President of the Company.
- b) At August 31, 2016, and May 31, 2016, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$49,083 and \$42,046, 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:

	August 31, 2016	May 31, 2016
a) Notes payable that are unsecured, non-guaranteed, non-interest bearing and due on demand.	\$ 5,528	\$ 5,528
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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$6,778 and \$6,274, 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$31,424 and \$27,848, respectively.	140,000*	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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$420 and \$364, 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$1,788 and \$1,465, respectively.	15,000	15,000
g) 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$1 and \$5, respectively.	3,904	1,229
h) 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$1,398 and \$987, respectively.	20,000	20,000
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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$773 and \$527, respectively.	12,000	12,000
j) 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$235 and \$176, respectively.	1,300	4,700
k) 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$58 and \$33, respectively.	1,000	1,000
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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$66 and \$36, respectively.	1,200	1,200
	\$ 230,432	\$ 261,157

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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$1,878 and \$1,778, respectively. At August 31, 2016, and May 31, 2016, 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. At August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$396 and \$367, respectively. At August 31, 2016, and May 31, 2016, 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$468 and \$443, respectively. At August 31, 2016, and May 31, 2016, 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$585 and \$304, respectively. At August 31, 2016, and May 31, 2016, the balance owing on the Note was \$14,000.
- e) On May 12, 2016, the Company entered into a Convertible Promissory Note agreement for \$10,000. 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 August 31, 2016, and May 31, 2016, the Company owed accrued interest of \$237 and \$40, respectively. At August 31, 2016, and May 31, 2016, the balance owing on the Note was \$10,000.
- f) On August 25, 2016, the Company entered into a Convertible Promissory Note agreement for \$10,000. 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 August 31, 2016, the Company owed accrued interest of \$13. At August 31, 2016, the balance owing on the Note was \$10,000.

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

6. Convertible Notes Payable (continued)

g) On July 19, 2016, the Company entered a Securities Purchase Agreement whereas the Company agreed to issue two Convertible Redeemable Notes for an aggregate of \$121,000. The Convertible Redeemable Notes bear interest at 12% per annum and contain a 10% original issue discount, such that the purchase price of each \$60,500 note is \$55,000. The principal amount and any interest thereon are due one year following the borrowing date. During the first six months that the first Convertible Redeemable Note is in effect, the Company may redeem the Note at 140% of the par value plus accrued interest. The first of the two Convertible Redeemable Notes was paid to the Company on July 19, 2016. The second Convertible Redeemable Note (“Back-End Note”) shall initially be paid for by an offsetting \$55,000 promissory note issued to the Company by the lender, provided that prior to the conversion of the Back-End Note, the lender must have paid off the promissory note in cash. Payment to the Company under the promissory note must be no later than April 19, 2017. As of October 27, 2016 the second Convertible Redeemable Note has not funded. The promissory note will initially be secured by the pledge of the Back-End Note. Pursuant to the agreements, the Convertible Redeemable Notes are convertible into shares of common stock at any time at a conversion price equal to 50% of the average of the three lowest trading prices of the common stock for the twenty prior trading days including the day upon which a notice of conversion is received by the Company. In connection with the first Convertible Redeemable Note, the Company incurred financing costs of \$3,000 and an original issue discount of \$5,500, which have been recorded as a discount.

The embedded conversion option qualifies for derivative accounting and bifurcation under ASC 815-15 *Derivatives and Hedging*. The initial fair value of the conversion feature of \$90,990 resulted in an additional discount to the note payable of \$52,000 and the remaining \$38,990 was recognized as a loss on changes in fair value of derivative liability. During the three months ended August 31, 2016, the Company recorded accretion of \$11,479 increasing the carrying value of the note to \$11,479. At August 31, 2016, the Company owed accrued interest of \$855.

h) On July 19, 2016, the Company entered into a Convertible Promissory Note agreement for \$56,750. The principal amount and any interest thereon are due nine months following the borrowing date. The Note bears interest at 12% per annum, increasing to 24% per annum if any principal or interest is not paid when due. For the first 180 days, the Company has the right to prepay the Note of up to 150% of all amounts owed. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price equal to the lesser of (i) a 50% discount to the lowest trading price of the common stock during the 25 trading days prior to the issue date and (ii) a 50% discount to the lowest trading price of the common stock during the 25 trading day period prior to conversion. The Company incurred financing costs of \$6,750 which has been recorded as a discount.

The embedded conversion option qualifies for derivative accounting and bifurcation under ASC 815-15 *Derivatives and Hedging*. The initial fair value of the conversion feature of \$79,631 resulted in an additional discount to the note payable of \$50,000 and the remaining \$29,631 was recognized as a loss on changes in fair value of derivative liability. During the three months ended August 31, 2016, the Company recorded accretion of \$13,212 increasing the carrying value of the note to \$13,212. At August 31, 2016, the Company owed accrued interest of \$802.

7. Derivative Liabilities

The embedded conversion options of the Company’s convertible debentures described in Note 6 contain conversion features that qualify for embedded derivative classification. The fair value of these liabilities will be re-measured at the end of every reporting period and the change in fair value will be reported in the statement of operations as a gain or loss on derivative financial instruments.

The table below sets forth a summary of changes in the fair value of the Company’s Level 3 financial liabilities:

	Three Months Ended August 31, 2016
Balance at the beginning of the period	\$ —
Addition of new derivative liabilities	170,621
Change in fair value of embedded conversion option	16,268
Balance at the end of the period	\$ 186,889

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

7. Derivative Liabilities (continued)

The Company uses Level 3 inputs for its valuation methodology for the warrant derivative liabilities and embedded conversion option liabilities as their fair values were determined by using the Black-Scholes option pricing model based on various assumptions. The model incorporates the price of a share of the Company's common stock (as quoted on the Over the Counter Bulletin Board), volatility, risk free rate, dividend rate and estimated life. Significant changes in any of these inputs in isolation would result in a significant change in the fair value measurement. As required, these are classified based on the lowest level of input that is significant to the fair value measurement. The following table shows the assumptions used in the calculations:

	Expected Volatility	Risk-free Interest Rate	Expected Dividend Yield	Expected Life (in years)
At issuance	222% - 232%	0.56%	0%	0.75-1.00
At August 31, 2016	227% - 241%	0.61%	0%	0.63-0.88

8. 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.
- c) On June 4, 2015, upon execution of the Management Services Agreement referred to in Note 9 (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 9 (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 9 (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.

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

9. 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. The Consultancy Agreement was not renewed and expired during the period.
- 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.
- 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.

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

10. Concentrations

The Company's revenues were concentrated among three customers for the three months ended August 31, 2016, and four customers for the three months ended August 31, 2015:

Customer	Revenue for the Three Months Ended August 31, 2016	Revenue for the Three Months Ended August 31, 2015
1	45%	37%
2	31%	23%
3	11%	16%
4	*	11%

The Company's receivables were concentrated among three customers as at August 31, 2016, and four customers as at May 31, 2016:

Customer	Receivables as at August 31, 2016	Receivables as at May 31, 2016
1	45%	37%
2	19%	35%
3	17%	35%
4	*	16%

* not greater than 10%

11. Subsequent Events

- On October 31, 2016, the Company issued an aggregate of 5 million (5,000,000) shares of common stock to an unaffiliated lender pursuant to a Notice of Conversion whereby the lender elected to convert an aggregate of \$5,000 of indebtedness of the Company into such shares at a price of \$0.001 per share under a Debt Conversion Agreement dated October 18, 2016 between the Company and the lender.
- On October 31, 2016, the Company issued an aggregate of 5 million (5,000,000) shares of common stock to an unaffiliated lender pursuant to a Notice of Conversion whereby the lender elected to convert an aggregate of \$5,000 of indebtedness of the Company into such shares at a price of \$0.001 per share under a Debt Conversion Agreement dated October 19, 2016 between the Company and the lender.
- On October 31, 2016, the Company issued an aggregate of 5 million (5,000,000) shares of common stock to an unaffiliated lender pursuant to a Notice of Conversion whereby the lender elected to convert an aggregate of \$5,000 of indebtedness of the Company into such shares at a price of \$0.001 per share under a Debt Conversion Agreement dated October 21, 2016 between the Company and the lender.
- On November 1, 2016, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of \$12,500, bearing interest at a rate of 8% per annum and maturing the first year anniversary of the date of issuance. The Company may prepay the principal and accrued interest at any time without penalty.
- On November 1, 2016, the Company entered into a lease agreement with a corporation controlled by the Company's Chief Executive Officer. Pursuant to the lease agreement, the Company has agreed to lease the Company's office space located at 420 Jericho Turnpike, Suite 110, Jericho, NY 11753 on a month-to-month basis for \$750.00 per month. Either party may terminate the lease agreement by providing 30 days' prior notice to the other.
- On November 1, 2016, the Board of Directors of the Company appointed Dan Cohen as the Chief Operating Officer of the Company, effective immediately.

Since 2009, Mr. Cohen (57 years old), has been serving as Partner, Vice President and Director of Sales & Marketing for Newco Marketing, Inc., marketing consultants, and manufacturer/distributor of an innovative home shower spa system, as well as service provider of a remote computer support service. From 1988 to 2009, Mr. Cohen was a Partner and held the positions of Vice President and Director of Marketing for Back To Nature Products Co., manufacturers of safer paint removers, lead abatement products and green cleaners. Mr. Cohen has over 28 years of experience running the day-to-day operations of a company, including hiring personnel and negotiating contracts. Mr. Cohen has proven success in the areas of marketing, sales, digital, direct response infomercials, advertising, new product launches, and establishing both retail and commercial distribution. He is also a published author in various trade publications and award winner of the QVC Hobby and Craft Recognition Awards.

On November 1, 2016, the Company entered into a Management Services Agreement with Dan Cohen. In consideration for Mr. Cohen serving as the Company's Chief Operating Officer, the Company has agreed to pay Mr. Cohen \$84,000 a year, accruing in equal monthly increments of \$7,000, plus 3% commission on gross sales, and to issue to Mr. Cohen an aggregate of one million (1,000,000) shares of the Company's Series D Preferred Stock, of which 100,000 shares were issued upon the execution the Management Services Agreement and a Purchase Agreement (as defined below), with the remaining 900,000 incrementally vesting upon the achievement by the Company of the milestones set forth below:

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:		1,000,000

The term of Mr. Cohen’s Management Services Agreement with the Company is for six months, commencing on the date of the agreement, and automatically renews for successive one year terms unless terminated pursuant to the terms thereto.

- On November 1, 2016, the Company entered into a Restricted Stock Purchase Agreement (“Purchase Agreement”) with Dan Cohen in connection with Mr. Cohen’s Management Services Agreement. Pursuant to the Purchase Agreement, the Company issued 100,000 shares of Series D Preferred Stock to Mr. Cohen for a purchase price of \$0.001 per share, which is equal to the Stated Value of the shares, in consideration for services rendered to the Company by Mr. Cohen.
- On November 2, 2016, the Company entered into an Amended and Restated 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 a \$31,200 signing bonus and a salary of \$84,000 per year, accruing at \$7,000 per month. In satisfaction of the \$31,200 signing bonus, the Company issued Mr. Falitz an aggregate of 31.2 million (31,200,000) shares of Common Stock for \$0.001 per share. Pursuant to the Amended and Restated Management Services Agreement, the Company also agreed to issue to Mr. Falitz an aggregate of 900,000 shares of the Company’s Series D Preferred Stock, all of which vest in increments upon the achievement by the Company of the milestones set forth below:

1.	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
2.	Sign Northeast, USA Master Distributor	75,000
3.	Sign Midwest, USA Master Distributor	75,000
4.	Sign West Coast, USA Master Distributor	75,000
5.	Sign Southern, USA Master Distributor	75,000
6.	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
7.	Sign Regional Distributor for expansion into South America	75,000
8.	Sign Regional Distributor for expansion into Europe	75,000
9.	Sign Regional Distributor for expansion into the Middle East	75,000
10.	Sign Regional Distributor for expansion into India	75,000
11.	Sign Regional Distributor for expansion into Asia	75,000
12.	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
13.	Sign contract with Infomercial production company for consumer products and launch the infomercial campaign with the first TV infomercial broadcast	60,000
TOTAL:		900,000

The term of Mr. Falitz’s Amended and Restated Management Agreement with the Company is for one year, commencing on the date of the agreement, and automatically renews for successive one year terms unless terminated pursuant thereto.

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 Ecosciences’ 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 Ecosciences’ 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 fourth quarter ended May 31, 2016, 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 Tank-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 August 31, 2016 Compared to the Three Months Ended August 31, 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			
	August 31, 2016 *		August 31, 2015 *	
	\$	% of Revenue	\$	% of Revenue
Revenue:	\$ 3,472	–	\$ 3,354	–
Cost of sales:	(1,774)	(51.09)%	(2,421)	(72.18)%
Gross profit	1,698	48.91%	933	27.82%
Operating expenses:				
General and administrative	15,462	445.33%	69,390	2,068.87%
Professional fees	125,636	3,618.55%	97,500	2,906.98%
Total Expenses	141,098	4,063.88%	166,890	4,975.85%
Net loss before other expenses:	(139,400)	(4,014.98)%	(165,957)	(4,948.03)%
Other expenses:				
Interest expense	(37,795)	(1,088.57)%	(5,128)	(152.89)%
Loss on derivative liabilities	(84,889)	(2,444.96)%	-	-
Net loss	\$ (262,084)	(7,548.50)%	\$ (171,085)	(5,100.92)%

* 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		
	August 31, 2016	August 31, 2015	% Change
Revenue	\$ 3,472	\$ 3,354	3.52%

Our Revenue increased 3.52% for the three months ended August 31, 2016 as compared to the three months ended August 31, 2015. The increase is attributed to more repeat sales from existing customers.

Costs and Expenses

Costs of Sales

	Three-Month Period Ended		
	August 31, 2016	August 31, 2015	% Change
Costs of Sales	\$ 1,774	\$ 2,421	(26.72)%

Our Costs of Sales decreased 26.72% for the three months ended August 31, 2016 as compared to the three months ended August 31, 2015. The decrease is due to a decrease in sales volume through E-commerce which carries additional shipping and merchant fees.

Operating Expenses

	Three-Month Period Ended		% Change
	August 31, 2016	August 31, 2015	
Operating Expenses	\$ 141,098	\$ 166,890	(15.45)%

Our Operating Expenses decreased 15.45% for the three months ended August 31, 2016 as compared to the three months ended August 31, 2015. The decrease is the result of a decrease in Management Fees as well as several less significant decreases in administrative costs.

Interest Expense

	Three-Month Period Ended		% Change
	August 31, 2016	August 31, 2015	
Interest Expense	\$ 37,795	\$ 5,128	637.03%

Our Interest Expense increased 637.03% for the three months ended August 31, 2016 as compared to the three months ended August 31, 2015. The increase is attributable to the sale of additional promissory notes to finance operations, some of which included debt discounts which are amortized to interest expense each period.

Financial Condition, Liquidity and Capital Resources

At August 31, 2016, we had \$9,435 in cash on hand and an accumulated deficit of \$1,202,134; and had \$3,472 in revenues for the three-month period ended August 31, 2016. In their report for the fiscal year ended May 31, 2016, 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. During the quarter ended August 31, 2016, we have financed our operations by the following:

- *Auctus Fund, LLC*. On July 25, 2016, the Company closed on the issuance of a Convertible Promissory Note, dated July 19, 2016 (the "Issue Date"), in the original principal amount of \$56,750 (the "Auctus Note") to Auctus Fund, LLC, a Delaware limited liability company ("Auctus"), pursuant to which Auctus funded \$50,000 to the Company after the deduction of \$6,750 of diligence and legal fees. The Company sold the Auctus Note to Auctus pursuant to a Securities Purchase Agreement, dated as of July 19, 2016, between the Company and Auctus.

The Auctus Note bears interest at the rate of 12% per annum and matures on April 19, 2017. Any amount of principal or interest on the Auctus Note which is not paid when due shall bear interest at the rate of twenty-four percent (24%) per annum from the due date thereof until the same is paid. The Company has the right to prepay the Auctus Note with a premium of up to 150% of all amounts owed to Auctus, depending upon when the prepayment is effectuated. The Auctus Note may not be prepaid after the 180th day after the Issue Date.

All principal and accrued interest on the Auctus Note is convertible into shares of the Company's common stock at the election of Auctus at any time at a conversion price equal to the lesser of (i) a 50% discount to the lowest trading price of the common stock during the 25 trading days prior to the Auctus Note being issued and (ii) a 50% discount to the lowest trading price of the common stock during the 25 trading day period prior to conversion ("Conversion Price").

If the Company fails to maintain its status as "DTC Eligible" for any reason, or, if the Conversion Price is less than \$0.001, the principal amount of the Auctus Note shall increase by \$15,000 and the Conversion Price shall be redefined to mean forty percent (40%).

The Auctus Note contains default events which, if triggered and not timely cured, will result in default interest and penalties. The Auctus Notes provides for "piggyback" registration rights for shares issuable upon the conversion of the Auctus Note.

- ADAR Bays, LLC. On July 21, 2016, the Company closed a Securities Purchase Agreement ("ADAR SPA") with ADAR Bays, LLC, a Florida limited liability company ("ADAR"), providing for the purchase of two Convertible Redeemable Notes in the aggregate principal amount of \$121,000 (the "ADAR Notes"), with the first note being in the amount of \$60,500 ("ADAR First Note") and the second note being in the amount of \$60,500 ("ADAR Back End Note"), each with a 10% original issue discount ("OID"). ADAR First Note was funded, with the Company receiving \$55,000, net of the 10% OID. With respect to ADAR Back End Note, also with a 10% OID, ADAR issued a note to the Company in the amount of \$55,000 to offset ADAR Back End Note, secured by ADAR Back End Note ("Secured Note"). The funding of ADAR Back End Note is subject to certain conditions as described in ADAR Back End Note. As of October 27, 2016 the second Convertible Redeemable Note has not funded. ADAR is required to pay the principal amount of the Secured Note in cash and in full prior to executing any conversions under ADAR Back End Note.

The ADAR Notes may be converted by ADAR at any time into shares of Company's common stock calculated at the time of conversion, except for ADAR Back End Note, which requires full payment of the Secured Note by ADAR before conversions may be made, at a conversion price equal to 50% of the average of the three lowest trading prices of the Common Stock as reported on the National Quotations Bureau OTC Markets exchange which the Company's shares are traded or any exchange upon which the Common Stock may be traded in the future ("Exchange"), for the twenty (20) prior trading days including the day upon which a Notice of Conversion is received by the Company. In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 40% instead of 50% while that "Chill" is in effect. In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 9.9% of the outstanding shares of the Common Stock of the Company.

The ADAR Notes bear an interest rate of 12%, and are due and payable on July 19, 2017. Interest shall be paid by the Company in Common Stock ("Interest Shares"). Holder may, at any time, send in a Notice of Conversion to the Company for Interest Shares. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice. The Secured Note bears interest at the rate of 12% per annum is payable no later than April 19, 2017, unless the Company does not meet the "current information requirements" required under Rule 144 of the Securities Act, in which case ADAR may declare the ADAR Back End Note to be in Default (as defined in that note) and cross cancel its payment obligations under the Secured Note as well as the Company's payment obligations under ADAR Back End Note.

During the first six months the ADAR First Note is in effect, the Company may redeem the ADAR First Note by paying to an amount equal to 140% of the face amount plus any accrued interest. The ADAR First Note may not be prepaid after the six-month anniversary. The ADAR Back End Note may not be prepaid, except that if the ADAR First Note is redeemed by the Company within 6 months of the issuance date of the ADAR First Note, all obligations of the Company under the ADAR Back End Note and all obligations of ADAR under the Secured Note will be automatically be deemed satisfied and such notes will be automatically be deemed cancelled and of no further force or effect.

The ADAR SPA and ADAR Notes contain certain representations, warranties, covenants and events of default including if the Company is delinquent in its periodic report filings with the Securities and Exchange Commission, and increases in the amount of the principal and interest rates under the Notes in the event of such defaults. In the event of default, at the option of ADAR and in ADAR's sole discretion, ADAR may consider the Notes immediately due and payable.

- On August 25, 2016, the Company entered into a Convertible Promissory Note Agreement for \$10,000 with a third party unaffiliated lender. 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.
- On August 25, 2016, the Company borrowed \$1,237 from the President of the Company, \$1,000 of which was repaid on August 30, 2016. The loan is unsecured, non-recourse and non-interest bearing.
- On November 1, 2016, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of \$12,500, bearing interest at a rate of 8% per annum and maturing the first year anniversary of the date of issuance. The Company may prepay the principal and accrued interest at any time without penalty.

Working Capital

Since the Company's inception, we have incurred recurring net losses and negative cash flows from operations. As of August 31, 2016, we had a working capital deficit of \$1,082,292, an accumulated deficit of \$1,202,134 and a stockholders' deficit of \$1,082,292.

At August 31, 2016, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$49,083. 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 Three Months Ended	
	August 31, 2016	August 31, 2015
Cash, beginning of period	\$ 4,220	\$ 381
Net cash used in operating activities	(83,097)	(7,224)
Net cash provided by investing activities	-	-
Net cash provided by financing activities	88,312	7,496
Cash, end of period	<u>\$ 9,435</u>	<u>\$ 653</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 August 31, 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 August 31, 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

- *Auctus Fund, LLC*. On July 25, 2016, the Company closed on the issuance of a Convertible Promissory Note, dated July 19, 2016, in the original principal amount of \$56,750 (the "Auctus Note") to Auctus Fund, LLC, a Delaware limited liability company ("Auctus"), pursuant to which Auctus funded \$50,000 to the Company after the deduction of \$6,750 of diligence and legal fees. The Company sold the Auctus Note to Auctus pursuant to a Securities Purchase Agreement, dated as of July 19, 2016 (the "Auctus SPA"), between the Company and Auctus. The Note bears interest at 12% per annum, increasing to 24% per annum if any principal or interest is not paid when due. For the first 180 days, the Company has the right to prepay the Note of up to 150% of all amounts owed. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price equal to the lesser of (i) a 50% discount to the lowest trading price of the common stock during the 25 trading days prior to the issue date and (ii) a 50% discount to the lowest trading price of the common stock during the 25 trading day period prior to conversion.

- ADAR Bays, LLC. On July 21, 2016, the Company closed a Securities Purchase Agreement with ADAR Bays, LLC, a Florida limited liability company (“ADAR”), providing for the purchase of two Convertible Redeemable Notes in the aggregate principal amount of \$121,000, with the first note being in the amount of \$60,500 and the second note being in the amount of \$60,500 (“ADAR Back End Note”), each with a 10% original issue discount (“OID”). ADAR First Note was funded, with the Company receiving \$55,000, net of the 10% OID. With respect to ADAR Back End Note, also with a 10% OID, ADAR issued a note to the Company in the amount of \$55,000 to offset ADAR Back End Note, secured by ADAR Back End Note (“Secured Note”). The funding of ADAR Back End Note is subject to certain conditions as described in ADAR Back End Note. ADAR is required to pay the principal amount of the Secured Note in cash and in full prior to executing any conversions under ADAR Back End Note. Pursuant to the agreements, the Convertible Redeemable Notes are convertible into shares of common stock at any time at a conversion price equal to 50% of the average of the three lowest trading prices of the common stock for the twenty prior trading days including the day upon which a notice of conversion is received by the Company.
- On August 25, 2016, the Company entered into a Convertible Promissory Note Agreement for \$10,000 with a third party unaffiliated lender. 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.

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 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 October 31, 2016, the Company issued an aggregate of 5 million (5,000,000) shares of common stock to an unaffiliated lender pursuant to a Notice of Conversion whereby the lender elected to convert an aggregate of \$5,000 of indebtedness of the Company into such shares at a price of \$0.001 per share under a Debt Conversion Agreement dated October 18, 2016 between the Company and the lender.
- On October 31, 2016, the Company issued an aggregate of 5 million (5,000,000) shares of common stock to an unaffiliated lender pursuant to a Notice of Conversion whereby the lender elected to convert an aggregate of \$5,000 of indebtedness of the Company into such shares at a price of \$0.001 per share under a Debt Conversion Agreement dated October 19, 2016 between the Company and the lender.
- On October 31, 2016, the Company issued an aggregate of 5 million (5,000,000) shares of common stock to an unaffiliated lender pursuant to a Notice of Conversion whereby the lender elected to convert an aggregate of \$5,000 of indebtedness of the Company into such shares at a price of \$0.001 per share under a Debt Conversion Agreement dated October 21, 2016 between the Company and the lender.
- On November 1, 2016, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of \$12,500, bearing interest at a rate of 8% per annum and maturing the first year anniversary of the date of issuance. The Company may prepay the principal and accrued interest at any time without penalty.
- On November 1, 2016, the Company entered into a lease agreement with a corporation controlled by the Company’s Chief Executive Officer. Pursuant to the lease agreement, the Company has agreed to lease the Company’s office space located at 420 Jericho Turnpike, Suite 110, Jericho, NY 11753 on a month-to-month basis for \$750.00 per month. Either party may terminate the lease agreement by providing 30 days’ prior notice to the other.
- On November 1, 2016, the Board of Directors of the Company appointed Dan Cohen as the Chief Operating Officer of the Company, effective immediately.

Since 2009, Mr. Cohen (57 years old), has been serving as Partner, Vice President and Director of Sales & Marketing for Newco Marketing, Inc., marketing consultants, and manufacturer/distributor of an innovative home shower spa system, as well as service provider of a remote computer support service. From 1988 to 2009, Mr. Cohen was a Partner and held the positions of Vice President and Director of Marketing for Back To Nature Products Co., manufacturers of safer paint removers, lead abatement products and green cleaners. Mr. Cohen has over 28 years of experience running the day-to-day operations of a company, including hiring personnel and negotiating contracts. Mr. Cohen has proven success in the areas of marketing, sales, digital, direct response infomercials, advertising, new product launches, and establishing both retail and commercial distribution. He is also a published author in various trade publications and award winner of the QVC Hobby and Craft Recognition Awards.

On November 1, 2016, the Company entered into a Management Services Agreement with Dan Cohen. In consideration for Mr. Cohen serving as the Company’s Chief Operating Officer, the Company has agreed to pay Mr. Cohen \$84,000 a year, accruing in equal monthly increments of \$7,000, plus 3% commission on gross sales, and to issue to Mr. Cohen an aggregate of one million (1,000,000) shares of the Company’s Series D Preferred Stock, of which 100,000 shares were issued upon the execution the Management Services Agreement and a Purchase Agreement (as defined below), with the remaining 900,000 incrementally vesting upon the achievement by the Company of the milestones set forth below:

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:		1,000,000

The term of Mr. Cohen’s Management Services Agreement with the Company is for six months, commencing on the date of the agreement, and automatically renews for successive one year terms unless terminated pursuant to the terms thereto.

- On November 1, 2016, the Company entered into a Restricted Stock Purchase Agreement (“Purchase Agreement”) with Dan Cohen in connection with Mr. Cohen’s Management Services Agreement. Pursuant to the Purchase Agreement, the Company issued 100,000 shares of Series D Preferred Stock to Mr. Cohen for a purchase price of \$0.001 per share, which is equal to the Stated Value of the shares, in consideration for services rendered to the Company by Mr. Cohen.
- On November 2, 2016, the Company entered into an Amended and Restated 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 a \$31,200 signing bonus and a salary of \$84,000 per year, accruing at \$7,000 per month. In satisfaction of the \$31,200 signing bonus, the Company issued Mr. Falitz an aggregate of 31.2 million (31,200,000) shares of Common Stock for \$0.001 per share. Pursuant to the Amended and Restated Management Services Agreement, the Company also agreed to issue to Mr. Falitz an aggregate of 900,000 shares of the Company’s Series D Preferred Stock, all of which vest in increments upon the achievement by the Company of the milestones set forth below:

1.	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
2.	Sign Northeast, USA Master Distributor	75,000
3.	Sign Midwest, USA Master Distributor	75,000
4.	Sign West Coast, USA Master Distributor	75,000
5.	Sign Southern, USA Master Distributor	75,000
6.	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
7.	Sign Regional Distributor for expansion into South America	75,000
8.	Sign Regional Distributor for expansion into Europe	75,000
9.	Sign Regional Distributor for expansion into the Middle East	75,000
10.	Sign Regional Distributor for expansion into India	75,000
11.	Sign Regional Distributor for expansion into Asia	75,000
12.	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
13.	Sign contract with Infomercial production company for consumer products and launch the infomercial campaign with the first TV infomercial broadcast	60,000
TOTAL:		900,000

The term of Mr. Falitz’s Amended and Restated Management Agreement with the Company is for one year, commencing on the date of the agreement, and automatically renews for successive one year terms unless terminated pursuant thereto.

Item 6. ExhibitsIndex to Exhibits

Exhibit No:	Description:
10.1	Management Services Agreement, dated November 1, 2016, between Ecosciences, Inc. and Dan Cohen
10.2	Restricted Stock Purchase Agreement, dated November 1, 2016, between Ecosciences, Inc. and Dan Cohen
10.3	Management Services Agreement, dated November 2, 2016, between Ecosciences, Inc. and Joel Falitz
10.4	Restricted Stock Purchase Agreement, dated November 2, 2016, between Ecosciences, Inc. and Joel Falitz
10.5	Lease Agreement, dated November 1, 2016, between Ecosciences, Inc. and Preferred Distribution, Inc.
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: November 4, 2016

By: /s/ JOEL FALITZ

Name: Joel Falitz

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



420 Jericho Turnpike, Suite 110, Jericho, NY 11753

November 1, 2016

Dan Cohen
420 Jericho Turnpike, Suite 110
Jericho, NY 11753

Re: Management Services Agreement

Dear Mr. Cohen:

This Management Services Agreement (this “**Agreement**”) sets forth the terms and conditions whereby Dan Cohen (referred to herein as “**You**” or “**Executive**”) agrees to provide certain management 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 Operating Officer of the Company on the terms and conditions set forth in this Agreement.
- 1.2 You shall provide to the Company the management 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. COMPENSATION (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 of the milestones as set forth on **Schedule A**.
- 3.2 The Company represents that the restricted stock grant and milestones referred to in paragraph 3.1 are the same as the restricted stock grant and milestones contained in the Management Services Agreement of Joel Falitz, CEO of the Company.
- 3.3 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.
- 3.4 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.
- 3.5 The Company agrees to reimburse you for all reasonable and documented travel and other costs or expenses (“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. The Company, as soon as practicable, shall provide the Executive with an American Express or other business card to pay for said Expenses where a credit card payment would be feasible and applicable.
- 3.6 The Company shall pay all undisputed Fees & Expense 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**.

3.7 The Company shall make you eligible to participate in the Company's equity incentive plan or any successor plan (the "**Equity Incentive Plan**"), when an Equity Incentive Plan has been implemented by the Board and subject to the terms and conditions of the Equity Incentive Plan or such successor plan, as determined by the Board. Any equity securities of the Company ("**Company Securities**") granted to you shall be formalized through an executed grant agreement between you and the Company ("**Grant Agreement**"). All of the terms and conditions of any Company Securities issued to you shall be governed by the terms and conditions of the Equity Incentive Plan and the Grant Agreement

3.8 During the Term, the Executive shall be entitled to participate in all employee benefit plans, practices and programs implemented and approved by the board of directors and subsequently maintained by the Company, including any defined contribution plan (i.e. 401K Sep IRA or other pension plan), any insurance program and any medical and other health benefit plan, in each case, sponsored by the Company and as in effect from time to time (collectively, "**Employee Benefit Plans**") to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans.

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) the Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- (e) 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.
- (f) 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.

- (g) 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.
- (h) The certificate evidencing the Restricted Shares and underlying Common Stock shall bear a customary restrictive Rule 144 legend.
- (i) 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. I NDEMNIFICATION

7.1 Both parties shall defend, indemnify and hold harmless each other 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) The breach of any representation, warranty or obligation under this Agreement.

8. T ERMINATION

8.1 Except for the initial six (6) month term, the Company may terminate this Agreement without cause upon 90 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, at any time during the Term of this Agreement, 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 thirty (30) 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 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 After termination, 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 pre-paid), 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/ Dan Cohen

Name: Dan Cohen

Date: November 1, 2016

Fed. Tax Id/SSN: _____

SCHEDULE A

Title: Chief Operating Officer

Services/Job Description Run the day to day sales & marketing operation for the Company

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

Fees: Salary as an employee of \$84,000/year or \$7,000/month paid bi-monthly (“W2 Salary”) plus Commission*
W2 Salary subject to annual review and mutually agreed upon increase.

***Commission %:** 1. 3% of all gross sales**

**Subject to any exceptions as per a commission schedule to be completed within 90 days of this Agreement or as soon as practicable thereafter

2. Commissions shall be calculated on a quarterly basis and payable within 30 days after end of quarter

Health Insurance expenses: As of January 1, 2017, the Company shall either pay directly or reimburse Executive for agreed upon individual health insurance plan or enter into a Group health insurance plan where Executive is eligible and participating.

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

Restricted Shares Vesting Schedule:

Milestone***:	No. of Restricted Shares:
1. Upon 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:	1,000,000

Note: ***The milestones are subject to change to better reflect the Company’s business plan including an analysis of the sales markets, distribution channels and goals.

ECOSCIENCES, INC.

RESTRICTED STOCK PURCHASE AGREEMENT

THIS RESTRICTED STOCK PURCHASE AGREEMENT (the “**Agreement**”) is made as of November 1, 2016, by and between Ecosciences, Inc., a Nevada corporation with offices located at 420 Jericho Turnpike, Suite 110, Jericho, NY 11753 (the “**Company**”), and Dan Cohen (the “**Purchaser**”).

RECITALS

WHEREAS, the Purchaser has provided, management services to the Company (the “**Services**”) pursuant to that certain Services Agreement, dated November 1, 2016 (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 parties have agreed that the Services rendered by Purchaser on or prior to the date hereof (the “**Past Services**”) have a value equal to 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/ Dan Cohen
Name: Dan Cohen

Address: 420 Jericho Turnpike, Suite 110
Jericho, NY 11753

Tax ID: _____



420 Jericho Turnpike, Suite 110, Jericho, NY 11753

November 2, 2016

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

Re: Amended and Restated Management Services Agreement

Dear Mr. Falitz:

This Amended and Restated Management Services Agreement (this "**Agreement**") sets forth the terms and conditions whereby Joel Falitz (referred to herein as "**You**" or "**Executive**") agrees 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 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 (“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. The Company, as soon as practicable, shall provide the Executive with an American Express or other business card to pay for said Expenses where a credit card payment would be feasible and applicable.
- 3.5 The Company shall make you eligible to participate in the Company’s equity incentive plan or any successor plan (the “**Equity Incentive Plan**”), when an Equity Incentive Plan has been implemented by the Board and subject to the terms and conditions of the Equity Incentive Plan or such successor plan, as determined by the Board. Any equity securities of the Company (“**Company Securities**”) granted to you shall be formalized through an executed grant agreement between you and the Company (“**Grant Agreement**”). All of the terms and conditions of any Company Securities issued to you shall be governed by the terms and conditions of the Equity Incentive Plan and the Grant Agreement
- 3.6 During the Term, the Executive shall be entitled to participate in all employee benefit plans, practices and programs implemented and approved by the board of directors and subsequently maintained by the Company, including any defined contribution plan (i.e. 401K Sep IRA or other pension plan), any insurance program and any medical and other health benefit plan, in each case, sponsored by the Company and as in effect from time to time (collectively, “**Employee Benefit Plans**”) to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans.

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) the Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The certificate evidencing the Restricted Shares and underlying Common Stock shall bear a customary restrictive Rule 144 legend.
- (i) 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 Both parties shall defend, indemnify and hold harmless each other 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) The 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 90 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, at any time during the Term of this Agreement, 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 thirty (30) 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 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 After termination 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 pre-paid), 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 Amended and Restated 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: 11/2/2016

Fed. Tax Id/SSN: _____

SCHEDULE A

Title: Chief Executive Officer, President, Secretary and Treasurer

Services: Perform all principal executive functions & operational duties for the Company.

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

Fees: \$31,200 signing bonus convertible into common stock of the Company @ \$0.001/share (“Signing Bonus”)
\$84,000/year or \$7,000/month paid bi-monthly (“Annual Fees”) plus Commission*
Annual Fees subject to annual review and mutually agreed upon increase.

***Commission %:** 1. The Company agrees to determine a commission structure for the Executive as per a commission schedule to be completed within 90 days of this Agreement or as soon as practicable thereafter.
2. Commissions shall be calculated on a quarterly basis and payable within 30 days after end of quarter

Health Insurance expenses: As of January 1, 2017, or as soon as practicable thereafter, the Company shall either pay directly or reimburse Executive for agreed upon individual health insurance plan or enter into a Group health insurance plan where Executive is eligible and participating.

Restricted Shares: 900,000 shares of Series D Preferred Stock

Restricted Shares Vesting Schedule:

Milestone:	No. of Restricted Shares:
1. Execution of this Agreement	0
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:	900,000

Note: ***The milestones are subject to change to better reflect the Company’s business plan including an analysis of the sales markets, distribution channels and goals.

ECOSCIENCES, INC.

RESTRICTED STOCK PURCHASE AGREEMENT

THIS RESTRICTED STOCK PURCHASE AGREEMENT (the “**Agreement**”) is made as of November 2, 2016, 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, management services to the Company (the “**Services**”) pursuant to that certain Amended and Restated Management Services Agreement, dated November 2, 2016 (the “**Services Agreement**”) between the Purchaser and the Company, and, in consideration for the Services in connection with the signing bonus set forth on Schedule A to the Services Agreement (the “**Signing Bonus**”), 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, 31,200,000 unregistered shares of the Company’s Common Stock (the “**Restricted Shares**”) at a purchase price of \$31,200 (the “**Signing Bonus**”) or \$0.001 per Share. 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 parties have agreed that the Services rendered by Purchaser on or prior to the date hereof (the “**Past Services**”) have a value equal to 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

Address: 420 Jericho Turnpike, Suite 110
Jericho, NY 11753

Tax ID: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made this 1st day of November 2016, by and between Preferred Distribution, Inc. (herein called the "Landlord") and Ecosciences, Inc. (herein called the "Tenant").

WHEREAS, the Landlord desires to rent to the Tenant, and the Tenant desire to rent from the Landlord, the real property located in the City of Jericho, State of New York, described as follows: office space located at 420 Jericho Turnpike, Suite 110, Jericho, NY 11753 (the "Premises") on the following terms and conditions.

1. Rent. Tenant agrees to pay Landlord as rent the sum of \$750.00 per month, due and payable monthly in advance on the first day of each month during the term of this agreement.
 2. Term. The term of this Agreement shall commence as of the date above and shall continue on a month-to-month basis until terminated pursuant to Section 3 of this Agreement.
 3. Termination. Either Landlord or Tenant may terminate this Agreement by providing 30 days' prior notice to the other.
 4. Governing Law. This Agreement shall be governed by the laws of the State of New York.
 5. Submission to Jurisdiction. The parties hereby:
 - a. Irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the State of New York in respect to any action or proceeding brought therein by Landlord against Tenant concerning any matters arising out of or in any way relating to this Lease;
 - b. Irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings;
 - c. Agrees that the laws of the State of New York shall govern in any such action or proceeding and waives any defense to any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of New York; and
 - d. Agrees that any final judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
 - e. Tenant further agrees that any action or proceeding by Tenant against Landlord in respect to any matters arising out of or in any way relating to this Lease shall be brought only in the State of New York, County of New York. In furtherance of the foregoing, Tenant hereby agrees that its address for notices given by Landlord and service of process under this Lease shall be the Premises.
-

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

**PREFERRED DISTRIBUTION, INC.
(as Landlord)**

By: /s/ Joel Falitz

Name: Joel Falitz

Title: President

**ECOSCIENCES, INC.
(as Tenant)**

By: /s/ Joel Falitz

Name: Joel Falitz

Title: President, Chief Executive Officer

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 August 31, 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: November 4, 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 August 31, 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: November 4, 2016

By: /s/ JOEL FALITZ

Name: Joel Falitz

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