UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended: February 28, 2017

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	**27-2692640**
(State of Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)
420 Jericho Turnpike, Suite 110 **Jericho, NY 11753**	**11753**
(Address of Principal Executive Offices)	(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 [X] 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 [X]

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	[ ]	Accelerated filer	[ ]
Non-accelerated filer	[ ]	Smaller reporting company	[X]

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 April 13, 2017 there were 531,030,850 shares of Common Stock, $0.0001 par value per share, issued and outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

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Ecosciences, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

	February 28, 2017	May 31, 2016
ASSETS		
Current Assets		
Cash	$ 14,181	$ 4,220
Inventory	11,557	5,169
Prepaid expenses	2,500	771
Total Assets	$ 28,238	$ 10,160
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	$ 243,715	$ 165,483
Accrued liabilities	405,542	331,505
Due to related parties	89,861	42,046
Notes payable	292,227	261,157
Convertible notes payable, net	112,539	30,177
Derivative liabilities	261,135	–
Total Liabilities	1,405,019	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 710,000 shares issued and outstanding (May 31, 2016 – 610,000)	71	61
Common Stock 1,950,000,000 shares authorized, $0.0001 par value; 239,607,771 shares issued and outstanding (May 31, 2016 – 101,751,500 shares)	23,961	10,175
Additional Paid-in Capital	578,257	108,956
Deficit	(1,979,720)	(940,050)
Total Stockholders' Deficit	(1,376,781)	(820,208)
Total Liabilities and Stockholders' Deficit	$ 28,238	$ 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 February 28, 2017	Three Months Ended February 29, 2016	Nine Months Ended February 28, 2017	Nine Months Ended February 29, 2016
Revenue	$ 4,836	$ 6,127	$ 14,223	$ 12,864
Cost of sales	(954)	(1,898)	(7,650)	(5,843)
Gross Profit	3,882	4,229	6,573	7,021
Expenses				
General and administrative	53,879	16,006	348,546	100,751
Professional fees	102,714	91,331	360,870	267,527
Total Expenses	156,593	107,337	709,416	368,278
Net Loss Before Other Expenses	(152,711)	(103,108)	(702,843)	(361,257)
Other Expenses				
Interest expense	(96,872)	(5,623)	(254,692)	(16,084)
Loss on derivative liabilities	(32,743)	–	(82,135)	–
Net Loss	$ (282,326)	$ (108,731)	$ (1,039,670)	$ (377,341)
Net Loss Per Share – Basic and Diluted	$ –	$ –	$ (0.01)	$ –
Weighted-average Common Shares Outstanding – Basic and Diluted	177,080,478	101,751,500	131,463,163	101,751,500

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

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

	Nine Months Ended February 28, 2017	Nine Months Ended February 29, 2016
Cash Flows from Operating Activities		
Net loss	$ (1,039,670)	$ (377,341)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-Cash Interest Expense	209,324	–
Loss on derivative liabilities	82,135	–
Stock-based compensation	252,260	61,000
Changes in operating assets and liabilities:		
Accounts receivable	–	3,371
Inventory	(6,388)	(1,469)
Prepaid expenses	(1,729)	(3,156)
Accounts payable	106,732	22,094
Accrued liabilities	163,300	201,082
Due to related party	–	23,149
Net Cash Used in Operating Activities	(234,036)	(71,270)
Cash Flows from Financing Activities		
Advances from related party	47,815	272
Proceeds from notes payable	48,250	48,096
Payment of notes payable	(41,068)	(14,709)
Proceeds from convertible notes payable	189,000	14,000
Proceeds from issuance of Series A redeemable preferred stock	–	25,000
Net Cash Provided by Financing Activities	243,997	72,659
Change in Cash	9,961	1,389
Cash - Beginning of Period	4,220	381
Cash - End of Period	$ 14,181	$ 1,770
Supplemental Disclosures of Cash Flow Information:		
Interest paid	$ 332	$ 941
Income taxes paid	$ –	$ –
Non-Cash Investing and Financing Activities:		
Shares issued to settle convertible debt	$ 119,609	$ –
Shares issued to settle accrued interest on convertible debt	$ 3,875	$ –

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.

As at February 28, 2017, the Company had 363,585,566 potential dilutive shares outstanding.

2. Going Concern

These unaudited condensed consolidated financial statements have been prepared on a going concern basis, which implies that the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has not generated significant revenue since inception and has not generated significant earnings. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary equity financing to continue operations, and the attainment of profitable operations. As of February 28, 2017, the Company has accumulated losses of $1,979,720 and a working capital deficit of $1,376,781. These factors raise substantial doubt regarding the Company's ability to continue as a going concern. These unaudited condensed consolidated financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

3. Inventory

Inventory consists of the following:

	February 28, 2017	May 31, 2016
Raw Materials	$ 2,246	$ 1,353
Finished Goods	7,202	2,213
Packaging Supplies	2,109	1,603
Total	$ 11,557	$ 5,169

4. Related Party Transactions

a) During the nine months ended February 28, 2017, the Company incurred management services fees of $284,360 (2016 - $33,400) to the President of the Company, of which $243,360 was for issuing 31,200,000 shares of the Company's common stock at $0.0078 per share upon execution of the Amended and Restated Management Services Agreement (Note 10(g)).

b) During the nine months ended February 28, 2017, the Company incurred management services fees of $36,900 (2016 - $nil) to the Chief Operating Officer of the Company, of which $8,900 was for issuing 100,000 shares of the Company's Series D preferred stock at $0.089 per share upon execution of the Management Services Agreement (Note 10(f)).

c) During the nine months ended February 28, 2017, the Company incurred rent fees of $3,000 (2016 - $nil) to a company controlled by the President of the Company.

d) At February 28, 2017, 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 $79,361 and $42,046, respectively. The amount is unsecured, non-interest bearing and due on demand.

e) At February 28, 2017, and May 31, 2016, the Company was indebted to the Chief Operating Officer of the Company for $10,500 and $nil, respectively. The amount is unsecured, non-interest bearing and due on demand.

5. Notes Payable

Notes payable consist of the following:	February 28, 2017	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 was due one year following the borrowing date.	8,000	8,000
c) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note is due 60 days following demand. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $7,770 and $6,274, respectively.	20,000	20,000
d) Notes payable which are unsecured, non-guaranteed, and bear interest at 8% per annum. The notes were due one year following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $20,380 and $27,848, respectively.	65,000(i)	170,000(i)
e) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note was due one year following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $533 and $364, respectively.	2,500	2,500
f) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note was due one year following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $2,441 and $1,465, respectively.	–(ii)	15,000
g) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note was due six months following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $7 and $5, respectively	1,061	1,229
h) Notes payable which are unsecured, non-guaranteed, and bear interest at 8% per annum. The notes were due one year following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $2,231 and $987, respectively.	20,000	20,000
i) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note was due six months following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $1,270 and $527, respectively.	12,000	12,000
j) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note was due six months following the borrowing date. At February 28, 2017, 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 was due six months following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $108 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 February 28, 2017, and May 31, 2016, the Company owed accrued interest of $126 and $36, respectively.	1,200	1,200
m) Notes payable which are unsecured, non-guaranteed, and bear interest at 8% per annum. The notes are due one year following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $494 and $nil, respectively.	35,750	–
n) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $45 and $nil, respectively.	5,000	–
o) Notes payable which are unsecured, non-guaranteed, and non interest-bearing. The notes are due on demand.	113,888(iii)	–
	$ 292,227	$ 261,157

5. Notes Payable (continued)

(i) 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. Several notes matured in 2015 and were not repaid. Therefore, under the default terms of the Loan Agreement, all remaining promissory notes immediately become due and payable. On October 11, 2016, the lender assigned a total of $75,000 of promissory notes payable to two third-party lenders (Note 6(i)).

(ii) On December 8, 2016, the lender assigned the $15,000 promissory note payable to a third party lender (Note 6(l)).

(iii) On October 1, 2016, and December 1, 2016, the Company entered into Promissory Notes of $103,888, and $10,000, respectively, whereby a vendor of the Company agreed to convert amounts owing for services to promissory notes. The Promissory Notes are unsecured, non interest-bearing and due on demand..

6. Convertible Notes Payable

a) On December 22, 2011, the Company entered into two Convertible Promissory Note agreements for an aggregate of $4,000. The Notes bear interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreements, the Notes are convertible into shares of common stock at a conversion price equal to $0.01 per share. At February 28, 2017, and May 31, 2016, the Company owed accrued interest of $2,077 and $1,778, respectively. At February 28, 2017, 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 February 28, 2017, and May 31, 2016, the Company owed accrued interest of $455 and $367, respectively. At February 28, 2017, 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 February 28, 2017, and May 31, 2016, the Company owed accrued interest of $518 and $443, respectively. At February 28, 2017, 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 February 28, 2017, and May 31, 2016, the Company owed accrued interest of $887 and $304, respectively. During the nine months ended February 28, 2017, the Company issued 14,000,000 shares of common stock pursuant to the conversion of $14,000 of the Note. At February 28, 2017, and May 31, 2016, the balance owing on the Note was $nil and $14,000, respectively.

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 February 28, 2017, and May 31, 2016, the Company owed accrued interest of $603 and $40, respectively. During the nine months ended February 28, 2017, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $5,000 of the Note. At February 28, 2017, and May 31, 2016, the balance owing on the Note was $5,000, and $10,000, respectively.

6. Convertible Notes Payable (continued)

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 February 28, 2017, the Company owed accrued interest of $410. At February 28, 2017, the balance owing on the Note was $10,000.

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. Subsequent to February 28, 2017, the second Convertible Redeemable Note was funded (Note 12). 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 nine months ended February 28, 2017, the Company issued 16,956,271 shares of common stock pursuant to the conversion of $30,000 of the principal of the Note. During the nine months ended February 28, 2017, the Company recorded accretion of $41,868 increasing the carrying value of the note to $11,868. At February 28, 2017, the Company owed accrued interest of $4,358.

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 nine months ended February 28, 2017, the Company issued 19,700,000 shares of common stock pursuant to the conversion of $18,609 of the principal of the Note and $3,875 of accrued interest. During the nine months ended February 28, 2017, the Company recorded accretion of $43,237 increasing the carrying value of the note to $24,628. At February 28, 2017, the Company owed accrued interest of $231.

i) On October 11, 2016, a lender of the Company assigned at total of $75,000 of promissory notes payable to two third-party lenders (Note 5). On October 21, 2016, the Company entered into Debt Conversion Agreements with the lenders, whereby the loan amount became convertible to common stock of the Company. The Notes bear interest at 8% per annum. Pursuant to the Debt Conversion Agreements, the Notes are convertible into shares of common stock at a conversion price equal to $0.001 per share. Upon entering into the Debt Conversion Agreements, the terms of the notes were determined to be substantially different and debt extinguishment accounting under ASC 470-50 *Modifications and Extinguishments* was required. There was no difference between the reacquisition price of the debt and the net carrying amount of the extinguished debt. As a result, there was no gain or loss on extinguishment of debt recognized.

   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 $90,004 resulted in an additional discount to the note payable of $90,004. Since the Notes are due on demand, the discount was fully accreted upon issuance. At February 28, 2017, the Company owed accrued interest of $19,435. During the nine months ended February 28, 2017, the Company issued 52,000,000 shares of common stock pursuant to the conversion of $52,000 of principal of the Notes. At February 28, 2017, the balance owing on the two Notes was $nil and $23,000, respectively.

6. Convertible Notes Payable (continued)

j) On January 31, 2017, the Company entered a Securities Purchase Agreement whereas the Company agreed to issue a Convertible Promissory Note for $120,000. The Convertible Promissory Note bears interest at 8% per annum and contains an original issue discount of $18,000, such that the purchase price of the $120,000 note is $102,000. The principal amount and any interest thereon are due one year following the borrowing date. The Company may, with the holders' consent, prepay any amount outstanding under the Convertible Promissory Note during the initial 180 day period after the borrowing date by making a payment equal to 150% of the prepayment amount. The Company may not prepay any amount outstanding after the 180 day period has elapsed. Pursuant to the agreement, the Convertible Promissory Note is convertible into shares of common stock at any time at a conversion price equal to 50% of the lowest trading price of the common stock for the twenty-five prior trading days ending on the last complete trading day prior to the conversion date. If at any time while the note is outstanding the lowest trading price of the Company's common stock is equal to or lower than $0.003, then an additional 10% discount shall be factored into the conversion price until the note is no longer outstanding. The first tranche of the Convertible Promissory Note of $40,000 was paid to the Company on January 31, 2017. In connection with the first tranche, the Company incurred financing costs of $2,000 and an original issue discount of $6,000, 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 $93,615 resulted in an additional discount to the note payable of $32,000 and the remaining $61,615 was recognized as a loss on changes in fair value of derivative liability. During the nine months ended February 28, 2017, the Company recorded accretion of $7,579 increasing the carrying value of the note to $7,579. At February 28, 2017, the Company owed accrued interest of $245.

k) On February 10, 2017, the Company entered into a Convertible Promissory Note agreement for $59,500. The principal amount and any interest thereon are due on November 10, 2017. The Note bears interest at 8% per annum, increasing to 18% per annum if any principal or interest is not paid when due. The Company may, without the holders' consent, prepay any amount outstanding under the Convertible Promissory Note during the initial 180 day period after the borrowing date by making a payment equal to 150% of the prepayment amount. After the 180 day period has elapsed and up to the maturity date, the Company may, with the holders' consent, prepay any amount outstanding under the Convertible Promissory Note by making a payment equal to 150% of the prepayment amount. The note contains an original issue discount of $7,500, such that the purchase price of the $59,500 note is $52,000. Pursuant to the agreement, the Convertible Promissory Note is convertible into shares of common stock at any time at a conversion price equal to 50% of the lowest trading price of the common stock for the twenty-five prior trading days to the date of the conversion notice. If at any time while the note is outstanding the lowest trading price of the Company's common stock is equal to or lower than $0.003, then an additional 10% discount shall be factored into the conversion price until the note is no longer outstanding. Additionally, if at any time while the note is outstanding, the lowest trading price of the Company's common stock is equal to or lower than $0.001, then an additional $10,000 shall immediately be added to the balance of the note. The Company incurred financing costs of $7,000 and an original issue discount of $7,500, 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 $95,335 resulted in an additional discount to the note payable of $45,000 and the remaining $50,335 was recognized as a loss on changes in fair value of derivative liability. During the nine months ended February 28, 2017, the Company recorded accretion of $9,287 increasing the carrying value of the note to $9,287. At February 28, 2017, the Company owed accrued interest of $235.

l) On December 8, 2016, a lender of the Company assigned a $15,000 promissory note payable to a third-party lender (Note 5). On February 3, 2017, the Company entered into a Debt Conversion Agreement with the lender, whereby the loan amount became convertible to common stock of the Company. The Note bears interest at 8% per annum. Pursuant to the Debt Conversion Agreement, the Note is convertible into shares of common stock at a conversion price equal to $0.001 per share. Upon entering into the Debt Conversion Agreement, the terms of the note were determined to be substantially different and debt extinguishment accounting under ASC 470-50 *Modifications and Extinguishments* was required. There was no difference between the reacquisition price of the debt and the net carrying amount of the extinguished debt. As a result, there was no gain or loss on extinguishment of debt recognized.

   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 $17,349 resulted in an additional discount to the note payable of $17,349. Since the Note is due on demand, the discount was fully accreted upon issuance. At February 28, 2017, the Company owed accrued interest of $2,441. At February 28, 2017, the balance owing on the Note was $15,000.

7. Derivative Liabilities

Certain 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:

	Nine Months Ended February 28, 2017
Balance at the beginning of the period	$ –
Addition of new derivative liabilities	359,571
Change in fair value of embedded conversion option	(98,436)
Balance at the end of the period	$ 261,135

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	188% - 232%	0.56% - 0.84%	0%	0.75-1.00
At February 28, 2017	185% - 202%	0.40% - 0.88%	0%	0.14-0.92

8. Common Stock

a) On November 2, 2016, the Company issued 31,200,000 shares of common stock with a fair value of $243,360 to the President of the Company pursuant to the Amended and Restated Management Services Agreement (Note 10(g)).

b) On November 7, 2016, the Company issued 5,000,000 shares of common stock pursuant to the conversion of $5,000 of a convertible note payable (Note 6(d)), in which the notice of conversion was received on October 18, 2016.

c) On November 17, 2016, the Company issued 6,053,600 shares of common stock pursuant to the conversion of $6,054 of notes payable (Note 6(i)), in which the notice of conversion was received on October 26, 2016.

d) On December 13, 2016, the Company issued 3,946,400 shares of common stock pursuant to the conversion of $3,946 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on December 13, 2016.

e) On December 20, 2016, the Company issued 5,000,000 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on December 12, 2016.

f) On December 27, 2016, the Company issued 10,000,000 shares of common stock pursuant to the conversion of $10,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on December 13, 2016.

g) On January 9, 2016, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $4,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on December 23, 2016.

h) On January 9, 2017, the Company issued 8,000,000 shares of common stock pursuant to the conversion of $8,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on January 3, 2017.

i) On January 11, 2017, the Company issued 8,000,000 shares of common stock pursuant to the conversion of $8,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on January 3, 2017.

j) On January 25, 2017, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on January 3, 2017.

k) On February 7, 2017, the Company issued 2,142,857 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 6, 2017.

l) On February 10, 2017, the Company issued 9,300,000 shares of common stock pursuant to the conversion of $9,363 of convertible notes payable and $3,657 of accrued interest (Note 6(h)), in which the notice of conversion was received on February 3, 2017.

8. Common Stock (continued)

m) On February 13, 2017, the Company issued 2,571,429 shares of common stock pursuant to the conversion of $6,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 9, 2017.

n) On February 15, 2017, the Company issued 9,000,000 shares of common stock pursuant to the conversion of $9,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on February 3, 2017.

o) On February 17, 2017, the Company issued 7,000,000 shares of common stock pursuant to the conversion of $7,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on February 7, 2017.

p) On February 22, 2017, the Company issued 4,329,897 shares of common stock pursuant to the conversion of $7,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 16, 2017.

q) On February 22, 2017, the Company issued 10,400,000 shares of common stock pursuant to the conversion of $9,246 of convertible notes payable and $218 of accrued interest (Note 6(h)), in which the notice of conversion was received on February 17, 2017.

r) On February 23, 2017, the Company issued 7,912,088 shares of common stock pursuant to the conversion of $12,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 22, 2017.

9. 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 10 (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 10 (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 10 (d) and €, 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.

h) On November 1, 2016, upon execution of the Management Services Agreement referred to in Note 10 (f), the Company issued 100,000 shares of the Series D convertible preferred stock to the Chief Operating Officer of the Company at $0.089 per share in exchange for management services.

10. 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 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. On November 2, 2016, the Company entered into an Amended and Restated Management Services Agreement with the President, CEO, Secretary and Treasurer of the Company (Note 10(g)).

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 agreed to pay $5,000 per month and the term of the Consultancy Agreement was 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.

f) On November 1, 2016, the Company entered into a Management Services Agreement with the Chief Operating Officer of the Company. In consideration for his services, the Company has agreed to pay $84,000 per year, accruing in increments of $7,000 per month, commission of 3% of all gross sales, 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 Company also agreed to reimburse the Chief Operating Officer for a health insurance plan beginning January 1, 2017. The term of the Management Services Agreement is for six months, commencing on the date of the agreement, and is automatically renewable for successive one year terms unless mutually agreed to in writing.

10. Commitments (continued)

g) On November 2, 2016, the Company entered into an Amended and Restated Management Services Agreement with the President, CEO, Secretary and Treasurer of the Company. In consideration for his services, the Company has agreed to pay $84,000 per year, accruing in equal monthly increments of $7,000, and to issue an aggregate of 900,000 shares of the Company's Series D convertible preferred stock, which shall vest in increments upon the achievement by the Company of the milestones set forth in the Amended and Restated Management Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. In addition, the Company agreed to pay a signing bonus of $31,200, convertible or payable into shares of common stock at $0.001 per share. The Company also agreed to determine a commission structure within 90 days of the agreement, and shall reimburse the President for a health insurance plan beginning January 1, 2017. The term of the Amended and Restated 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.

h) On February 9, 2017, the Company entered into an Advertising Agreement with a TV production company for production and airing on TV of a feature integration segment about septic systems. The Company has agreed to pay $29,700 for pre-production and scheduling fees payable as follows: $2,500 on or before February 24, 2017; $13,600 on or before March 15, 2017 and a final payment of $13,600 on or before April 15, 2017.

11. Concentrations

The Company's revenues were concentrated among three customers for the nine months ended February 28, 2017, and four customers for the nine months ended February 29, 2016:

Customer	Revenue for the Nine Months Ended February 28, 2017	Revenue for the Nine Months Ended February 29, 2016
1	52%	30%
2	*	23%
3	*	19%
4	*	11%
5	16%	*
6	10%	*

The Company's receivables were concentrated among four customers as at February 28, 2017, and May 31, 2016:

Customer	Receivables as at February 28, 2017	Receivables as at May 31, 2016
1	44%	37%
2	*	35%
3	19%	16%
4	12%	35%
5	21%	*

* not greater than 10%

12. Subsequent Events

i. On March 10, 2017, the Company filed a Certificate of Amendment to its Articles of Incorporation with the Secretary of State of Nevada thereby increasing the authorized number of shares of Common Stock from Five Hundred Million (500,000,000) to One Billion Nine Hundred Fifty Million (1,950,000,000) without changing the $0.0001 par value of the Common Stock. The Amendment went into effect on March 13, 2017. The Amendment was approved, on February 9, 2017 by written consent, by the Board of Directors of the Company and the holder of 100% of the outstanding shares of the Company's outstanding Series B Preferred Stock having 80% majority voting control.

ii. On March 1, 2017 the Company entered into a Promissory Note for $15,000 whereby a vendor of the Company agreed to convert amounts owing for services to a promissory note. The Promissory Note is unsecured, non interest-bearing and due on demand.

iii. On March 6, 2017, the Company issued 11,956,400 shares of common stock pursuant to the conversion of $3,886 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 2, 2017.

iv. On March 6, 2017 the Company issued 9,767,442 shares of common stock pursuant to the conversion of $7,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 1, 2017.

v. On March 7, 2017, a lender of the Company assigned a $20,000 promissory note payable to a third-party lender (the "First Assignee"). On March 8, 2017, the First Assignee assigned a $7,000 portion of the $20,000 promissory note payable to another third-party lender (the "Second Assignee") On March 20, 2017, the Company entered into a Debt Conversion Agreement with the lender, whereby $7,000 of the loan principal and unpaid interest became convertible to common stock of the Company. The note bears interest at 10% per annum. Pursuant to the Debt Conversion Agreement, the note is convertible into shares of common stock at a conversion price equal to $0.000275 per share.

vi. On March 8, 2017, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on February 8, 2017.

vii. On March 10, 2017, the Company issued 9,000,000 shares of common stock pursuant to the conversion of $9,000 of convertible notes payable (Note 6(l)), in which the notice of conversion was received on February 3, 2017.

viii. On March 10, 2017, the Company issued 13,621,622 shares of common stock pursuant to the conversion of $8,400 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 7, 2017.

ix. On March 13, 2017, the Company issued 11,500,000 shares of common stock pursuant to the conversion of $11,500 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on February 23, 2017.

x. On March 15, 2017, the Company amended a Debt Conversion Agreement with a lender of the Company dated October 12, 2016 amending the conversion price from $0.001 per share to $0.000275 per share.

xi. On March 16, 2017, the Company amended a Debt Conversion Agreement with a lender of the Company dated February 3, 2017 amending the conversion price from $0.001per share to $0.000275 per share.

xii. On March 16, 2017, the Company issued 14,350,000 shares of common stock pursuant to the conversion of $3,946 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 13, 2017.

xiii. On March 16, 2017, the Company issued 14,916,201 shares of common stock pursuant to the conversion of $8,900 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 15, 2017.

xiv. On March 16, 2017, the second ADAR Bays Convertible Redeemable Note was funded.

xv. On March 16, 2017, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $14,000, 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.

xvi. On March 17, 2017, the Company issued 13,994,118 shares of common stock pursuant to the conversion of $5,200 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 16, 2017.

xvii. On March 22, 2017, the Company issued 10,058,824 shares of common stock pursuant to the conversion of $5,700 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 17, 2017.

xviii. On March 22, 2017, the Company issued 17,100,000 shares of common stock pursuant to the conversion of $9,690 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 20, 2017.

xix. On March 22, 2017, the Company issued 17,082,353 shares of common stock pursuant to the conversion of $9,680 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 21, 2017.

xx. On March 27, 2017, the Company issued 4,733,824 shares of common stock pursuant to the conversion of $1,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 22, 2017.

xxi. On March 28, 2017, the Company issued 19,309,412 shares of common stock pursuant to the conversion of $10,942 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 23, 2017.

xxii. On March 28, 2017, the Company issued 19,235,294 shares of common stock pursuant to the conversion of $10,900 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 27, 2017.

xxiii. On March 28, 2017, the Company issued 17,000,000 shares of common stock pursuant to the conversion of $4,675 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on March 17, 2017.

xxiv. On March 28, 2017, the Company issued 19,300,000 shares of common stock pursuant to the conversion of $5,308 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 24, 2017.

xxv. On March 30, 2017, the Company entered a Securities Purchase Agreement with a lender whereas the Company agreed to issue nine Convertible Redeemable Notes for an aggregate of $285,450. The principal amount of the Convertible Redeemable Notes and any interest thereon are due twelve months following the Issuance Date of March 30, 2017. The Convertible Redeemable Notes bear interest at 12% per annum commencing on March 30, 2017 and contain a 10% original issue discount, such that the purchase price of the first note is $47,500 and the rest of the eight notes (or “Back End Notes”) is $26,500. On April 3, 2017, in consideration for the first Convertible Redeemable Note, the Company received cash proceeds of $45,000, net of $2,500 of legal fees. The proceeds for the Back End Notes will be funded one at a time in 30 day increments commencing April 30, 2017 through November 30, 2017. The Closing of each of the Back End Notes, shall be contingent on the following condition: (i) the Company must maintain a bid of $0.001 per share over 5 consecutive trading days.

Each of the eight remaining $29,150 Back End Notes shall initially be paid for by the issuance of an offsetting $26,500 collateralized secured note issued to the Company by the Buyer effective on March 30, 2017 (a “Buyer Note”), provided that prior to conversion of a particular Back End Note, the Buyer must have paid off that particular Buyer Note in cash such that the particular Back End Note may not be converted until it has been paid for in cash by Buyer. Each Buyer Note is secured by a cash deposit of $26,500 placed in escrow with the attorney of the lender. The first Buyer Note only is also collateralized by the first Convertible Redeemable Note.

During the first six months that the first Convertible Redeemable Note is in effect, the Company may redeem the first Convertible Redeemable Note at 140% of the par value plus accrued interest. The Back End Notes may not be prepaid, except if the first Convertible Redeemable Note is redeemed by the Company within 6 months of its issuance date then all obligations of the Company under the Back End Note and all obligations of the Lender under the Buyer note will be deemed satisfied and cancelled.

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.

xxvi. On April 4, 2017, a lender of the Company assigned a $7,000 promissory note payable to a third-party lender. On April 5, 2017, the Company entered into a Debt Conversion Agreement with the lender, whereby $7,000 of the loan principal became convertible to common stock of the Company. The Note is non interest-bearing. Pursuant to the Debt Conversion Agreement, the Note is convertible into shares of common stock at a conversion price equal to $0.000275 per share.

xxvii. On April 4, 2017, the Company issued 23,250,000 shares of common stock pursuant to the conversion of $6,394 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 31, 2017.

xxviii. On April 4, 2017, the Company issued 22,214,118 shares of common stock pursuant to the conversion of $12,588 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 30, 2017.

xxix. On April 5, 2017, the Company issued 2,033,471 shares of common stock pursuant to the conversion of $1,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on April 3, 2017.

xxx. On April 6, 2017, the Company issued 17,000,000 shares of common stock pursuant to the conversion of $4,675 of convertible notes payable (Note 6(l)), in which the notice of conversion was received on March 17, 2017.

xxxi. On March 20, 2017, the Company a received notice of conversion pursuant to the conversion of $4,675 of convertible note payables (Note 12(c)), the shares have not been issued as of April 13, 2017.

xxxii. On April 5, 2017, the Company a received notice of conversion pursuant to the conversion of $7,000 of convertible note payables (Note 12(s)), the shares have not been issued as of April 13, 2017.

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 in the United States. 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 February 28, 2017 Compared to the Three Months Ended February 29, 2016

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

	Three-Month Period Ended			
	February 28, 2017 *		February 29, 2016 *	
	$	% of Revenue	$	% of Revenue
Revenue:	$ 4,836		$ 6,127	
Cost of sales:	(954)	(19.73)%	(1,898)	(30.98)%
Gross profit	3,882	80.27%	4,229	69.02%
Operating expenses:				
General and administrative	53,879	1,114.12%	16,006	261.24%
Professional fees	102,714	2,123.95%	91,331	1,490.63%
Total Expenses	156,593	3,238.07%	107,337	1,751.87%
Net loss before other expenses:	(152,711)	(3,157.80)%	(103,108)	(1,682.85)%
Other expenses:				
Interest expense	(96,872)	(2,003.14)%	(5,623)	(91.77)%
Gain on derivative liabilities	(32,743)	(677.07)%	-	-
Net loss	$ (282,326)	(5,838.01)%	$ (108,731)	(1,774.62)%

* Amounts may not sum due to rounding.

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

Revenue

	Three-Month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Revenue	$ 4,836	$ 6,127	(21.07)%

Our Revenue decreased 21.07% for the three months ended February 28, 2017 as compared to the three months ended February 29, 2016. The decrease is attributed to a stocking order in the previous period.

Costs and Expenses

Costs of Sales

	Three-Month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Costs of Sales	$ 954	$ 1,898	(49.74)%

Our Costs of Sales decreased (49.74)% for the three months ended February 28, 2017 as compared to the three months ended February 29, 2016. The decrease is attributed to stocking order in previous period.

Operating Expenses

	Three-Month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Operating Expenses	$ 156,593	$ 107,337	45.89%

Our Operating Expenses increased 45.89% for the three months ended February 28, 2017 as compared to the three months ended February 29, 2016. The increase is the result of an increase in Management Fees as well as several significant increases in administrative costs.

Interest Expense

	Three-Month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Interest Expense	$ 96,872	$ 5,623	1,622.78%

Our Interest Expense increased 1,622.78% for the three months ended February 28, 2017 as compared to the three months ended February 29, 2016. 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.

Nine months Ended February 28, 2017 Compared to the Nine months Ended February 29, 2016

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

	Nine-month Period Ended			
	February 28, 2017 *		February 29, 2016 *	
	$	% of Revenue	$	% of Revenue
Revenue:	$ 14,223		$ 12,864	
Cost of sales:	(7,650)	(53.79)%	(5,843)	(45.42)%
Gross profit	6,573	46.21%	7,021	54.58%
Operating expenses:				
General and administrative	348,546	2,450.58%	100,751	783.20%
Professional fees	360,870	2,537.23%	267,527	2,079.66%
Total Expenses	709,416	49,878.81%	368,278	2,862.86%
Net loss before other expenses:	(702,843)	(4,941.59)%	(361,257)	(2,808.28)%
Other expenses:				
Interest expense	(254,692)	(1,790.71)%	(16,084)	(125.03)%
Loss on derivative liabilities	(82,135)	(577.48)%	-	-
Net loss	$ (1,039,670)	(7,309.78)%	$ (377,341)	(2,933.31)%

* Amounts may not sum due to rounding.

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

Revenue

	Nine-month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Revenue	$ 14,223	$ 12,864	10.56%

Our Revenue increased 10.56% for the nine months ended February 28, 2017 as compared to the nine months ended February 29, 2016. The increase is attributed to repeat sales from existing customers.

Costs and Expenses

Costs of Sales

	Nine-month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Costs of Sales	$ 7,650	$ 5,843	30.93%

Our Costs of Sales increased 30.93% for the nine months ended February 28, 2017 as compared to the nine months ended February 29, 2016. The increase is due to an increase in sales volume through E-commerce which carries additional shipping and merchant fees.

Operating Expenses

	Nine-month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Operating Expenses	$ 709,416	$ 368,278	92.63%

Our Operating Expenses increased 92.63% for the nine months ended February 28, 2017 as compared to the nine months ended February 29, 2016. The increase is attributable to an increase in Management and Professional Fees consisting of legal, accounting and consulting fees as well as administrative costs. These increases are attributable to a Rent agreement that was entered into during the period. There was an increase in Accounting & Legal fees due to the increase in business activity.

Interest Expense

	Nine-month Period Ended		
	February 28, 2017	February 29, 2016	% Change
Interest Expense	$ 254,692	$ 16,084	1,483.51%

Our Interest Expense increased 1,483.51% for the nine months ended February 28, 2017 as compared to the nine months ended February 29, 2016. 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 February 28, 2017, we had $14,181 in cash on hand and an accumulated deficit of $1,979,720, and had $14,223 in revenues for the nine-month period ended February 28, 2017. 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 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 nine-month period ending February 28, 2017, we have financed our operations by the following:

- On June 2, 2016, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $7,500, bearing interest at a rate of 8% per annum and maturing on the six-month anniversary of the date of issuance. The Company may prepay the principal and accrued interest at any time without penalty.

    - *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 (the "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. Subsequent to February 28, 2017, the second Convertible Redeemable Note was 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.

- At May 31, 2016, the Company owed a company controlled by the President of the Company $1,016 for advances previously provided to the Company. On August 25, 2016, the Company borrowed an additional $1,238 from the company controlled by the President of the Company. During the nine months ended February 28, 2017, the Company repaid a total of $2,200 towards the advances payable. At February 28, 2017, the Company owed the President of the Company $54, which 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.

- On January 13, 2017, the Company, through its wholly owned subsidiary, sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $7,500, 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 January 17, 2017, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $5,000, 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 January 18, 2017, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $5,000, 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 January 25, 2017, the Company, through its wholly owned subsidiary, sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $5,000, 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 January 31, 2017, the Company entered into a Securities Purchase Agreement, dated January 31, 2017 (the "Stock Purchase Agreement"), with Crown Bridge Partners, LLC, a New York limited liability agreement ("Crown Bridge" or the "Holder"). Pursuant to the Stock Purchase Agreement, Crown Bridge purchased a convertible promissory note in the principal sum of $120,000 (the "Principal Amount") from the Company, bearing interest at the rate of eight percent (8%) per annum, at maturity or upon acceleration or otherwise, as set forth herein (the "Note"). The consideration to the Company for the Note is up to $102,000. (the "Consideration"). The principal sum under the Note shall be prorated upon the consideration actually paid by Crown Bridge, the applicable portion of the OID as well as the accrued interest. The Company is not required to repay any unfunded portion of the Note. The maturity date for each tranche of the Principal Amount funded is twelve (12) months from the effective date of each payment (each, a "Maturity Date"). Pursuant to the agreement, the Convertible Promissory Note is convertible into shares of common stock at any time at a conversion price equal to 50% of the lowest trading price of the common stock for the twenty-five prior trading days ending on the last complete trading day prior to the conversion date. If at any time while the note is outstanding the lowest trading price of the Company's common stock is equal to or lower than $0.003, then an additional 10% discount shall be factored into the conversion price until the note is no longer outstanding.

  On January 31, 2017, the Holder paid $32,000 of the Consideration (the "First Tranche"), net of legal fees of $2,000. At the closing of the First Tranche, the outstanding principal amount under this Note was $40,000, consisting of the First Tranche plus the prorated portion of the OID (as defined herein). The Holder may pay, in its sole discretion, such additional amounts of the Consideration and at such dates as the Holder may choose in its sole discretion.

- On February 10, 2017, the Company sold a Convertible Promissory Note $59,500. The principal amount and any interest thereon are due on November 10, 2017. The Note bears interest at 8% per annum, increasing to 18% per annum if any principal or interest is not paid when due. The Note contains an original issue discount of $7,500, such that the purchase price of the $59,500 note is $52,000. The Note is convertible into shares of common stock at any time at a conversion price equal to 50% of the lowest trading price of the common stock for the twenty-five prior trading days to the date of the conversion notice. If at any time while the note is outstanding the lowest trading price of the Company's common stock is equal to or lower than $0.003, then an additional 10% discount shall be factored into the conversion price until the note is no longer outstanding. Additionally, if at any time while the note is outstanding, the lowest trading price of the Company's common stock is equal to or lower than $0.001, then an additional $10,000 shall immediately be added to the balance of the note. The Company incurred financing costs of $7,000 and an original issue discount of $7,500, which have been recorded as a discount.

- On February 21, 2017, the Company, through its wholly owned subsidiary, sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $5,750, 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 February 28, 2017, we had a working capital deficit of $1,376,781, an accumulated deficit of $1,979,720 and a stockholders' deficit of $1,376,781 and there is substantial doubt that we can continue as a going concern.

At February 28, 2017, the Company was indebted to the President of the Company and a company controlled by the President of the Company for $79,361. The amount is unsecured, non-interest bearing and due on demand.

At February 28, 2017, the Company was indebted to the Chief Operating Officer of the Company for $10,500. 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 expect that our working capital requirements will be funded over this period by a combination of revenue, shareholder debt or equity private placements of our securities, convertible debt notes and if necessary, shareholder loans. Our business plan does anticipate increases in operating expenses and capital expenditures over the next twelve months in relation to: (i) product development; (ii) research and development to enhance existing products and innovate new ones (iii) employee salaries & professional fees; and (iv) marketing expenses. The company expects to continue to realize cash flow from financing activities until such time as it can increase revenue to the point at which it can maintain operations and fund business growth.

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.

Despite our expectation, we have no agreements to obtain funds through bank loans, lines of credit or any other traditional sources. Since we have no financing committed, our inability to realize financing to maintain operations and grow our business would materially restrict our business operations. Previous convertible debt financing the Company has accepted have not been on favorable terms and has been significantly dilutive to our existing common equity. Future financing may not be available upon acceptable terms, or at all. Should we be successful in securing future financing new issuances of equity or convertible debt would dilute our current shareholders, possibly significantly and might have rights, preferences or privileges senior to our common or preferred stock. If financing is not available to us on favorable terms, such severe limitation might cause us to consider a consolidation of existing common equity at any time as a means to attract financing and maintain our business.

Cash and Cash Equivalents

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

	For the Nine-Months Ended	
	February 28, 2017	February 29, 2016
Cash, beginning of period	$ 4,220	$ 381
Net cash used in operating activities	(234,036)	(71,270)
Net cash provided by investing activities	-	-
Net cash provided by financing activities	243,997	72,659
Cash, end of period	$ 14,181	$ 1,770

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

<u>Evaluation of Disclosure Controls and Procedures.</u>

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

Based upon that evaluation, our management has concluded that, as of February 28, 2017, our disclosure controls and procedures were not effective.

<u>Changes in Internal Control over Financial Reporting</u>

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal quarter ended February 28, 2017 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

None

Item 1A. Risk Factors

N/A

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

- On December 13, 2016, the Company issued 3,946,400 shares of common stock pursuant to the conversion of $3,946 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on October 26, 2016.

- On December 20, 2016, the Company issued 5,000,000 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on December 12, 2016.

- On December 27, 2016, the Company issued 10,000,000 shares of common stock pursuant to the conversion of $10,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on December 13, 2016.

- On January 9, 2016, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $4,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on December 23, 2016.

- On January 9, 2017, the Company issued 8,000,000 shares of common stock pursuant to the conversion of $8,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on January 3, 2017.

- On January 11, 2017, the Company issued 8,000,000 shares of common stock pursuant to the conversion of $8,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on January 3, 2017.

- On January 25, 2017, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on January 3, 2017.

- On February 7, 2017, the Company issued 2,142,857 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 6, 2017.

- On February 10, 2017, the Company issued 9,300,000 shares of common stock pursuant to the conversion of $9,363 of convertible notes payable and $3,657 of accrued interest (Note 6(h)), in which the notice of conversion was received on February 3, 2017.

- On February 13, 2017, the Company issued 2,571,429 shares of common stock pursuant to the conversion of $6,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on
February 9, 2017.

- On February 15, 2017, the Company issued 9,000,000 shares of common stock pursuant to the conversion of $9,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on February 3, 2017.

- On February 17, 2017, the Company issued 7,000,000 shares of common stock pursuant to the conversion of $7,000 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on February 7, 2017.

- On February 22, 2017, the Company issued 4,329,897 shares of common stock pursuant to the conversion of $7,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 16, 2017.

- On February 22, 2017, the Company issued 10,400,000 shares of common stock pursuant to the conversion of $9,246 of convertible notes payable and $218 of accrued interest (Note 6(h)), in which the notice of conversion was received on February 17, 2017.

- On February 23, 2017, the Company issued 7,912,088 shares of common stock pursuant to the conversion of $12,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on February 22, 2017.

- <u>Crown Bridge Partners, LLC</u>

  <u>Stock Purchase Agreement, Registration Rights Agreement and 8% Convertible Promissory Note</u>

  On January 31, 2017, the Company entered into a Securities Purchase Agreement, dated January 31, 2017 (the “Stock Purchase Agreement”), with Crown Bridge Partners, LLC, a New York limited liability agreement (“Crown Bridge” or the “Holder”). Pursuant to the Stock Purchase Agreement, Crown Bridge purchased a convertible promissory note in the principal sum of $120,000 (the “Principal Amount”) from the Company, bearing interest at the rate of eight percent (8%) per annum, at maturity or upon acceleration or otherwise, as set forth herein (the “Note”). The consideration to the Company for the Note is up to $102,000 (the “Consideration”). The principal sum under the Note shall be prorated upon the consideration actually paid by Crown Bridge, the applicable portion of the OID as well as the accrued interest. The Company is not required to repay any unfunded portion of the Note. The maturity date for each tranche of the Principal Amount funded is twelve (12) months from the effective date of each payment (each, a “Maturity Date”).

On January 31, 2017, the Holder paid $32,000 of the Consideration (the "First Tranche"), net of legal fees of $2,000. As the closing of the First Tranche, the outstanding principal amount under this Note was $40,000, consisting of the First Tranche plus the prorated portion of the OID (as defined herein). The Holder may pay, in its sole discretion, such additional amounts of the Consideration and at such dates as the Holder may choose in its sole discretion.

Default Interest

Any amount of principal or interest on the Note, which is not paid by the Maturity Date, shall bear interest at the rate of twenty two percent (22%) per annum from the due date thereof until the same is paid ("Default Interest").

Conversion Right

Crown Bridge shall have the right at any time to convert all or any part of the outstanding and unpaid principal amount and accrued and unpaid interest of the Note into shares of Common Stock of the Company at the Conversion Price (as defined below), provided, however, that in no event shall Crown Bridge be entitled to convert any portion of the Note would result in the beneficial ownership by Crown Bridge and its affiliates of more than 4.99% of the outstanding shares of Common Stock; provided, further, however, that the limitations on conversion may be waived by Crown Bridge.

Conversion Price

The Conversion Price of the Note shall be equal to the 50% (the "Variable Conversion Price") of the lowest closing bid price ("Trading Price") during the twenty-five (25) trading day period ending on the last complete trading day prior to the conversion date. If at any time while the Note is outstanding, the lowest Trading Price of the Company's Common Stock is equal to or lower than $0.003, then an additional ten percent (10%) discount shall be factored into the Variable Conversion Price until the Note is no longer outstanding (resulting in a discount rate of 60% assuming no other adjustments are triggered hereunder). In the event that shares of the Company's Common Stock are not deliverable via DWAC following the conversion of any amount hereunder, an additional ten percent (10%) discount shall be factored into the Variable Conversion Price until the Note is no longer outstanding (resulting in a discount rate of 60% assuming no other adjustments are triggered hereunder). If at any time while the Note is outstanding, the lowest Trading Price on the OTCQB or other applicable principal trading market for the Common Stock is equal to or lower than $0.001, then $10,000 shall immediately be added to the balance of the Note.

Each time, while the Note is outstanding, the Company enters into a Section 3(a)(9) transaction (including but not limited to the issuance of new promissory notes or of a replacement promissory note), or Section 3(a)(10) transaction, in which any 3rd party has the right to convert monies owed to that 3rd party (or receive shares pursuant to a settlement or otherwise) at a discount to market greater than the Variable Conversion Price in effect at that time (prior to all other applicable adjustments in the Note), then the Variable Conversion Price shall be automatically adjusted to such greater discount percentage (prior to all applicable adjustments in the Note) until the Note is no longer outstanding. Each time, while the Note is outstanding, the Company enters into a Section 3(a)(9) transaction (including but not limited to the issuance of new promissory notes or of a replacement promissory note), or Section 3(a)(10) transaction, in which any 3rd party has a look back period greater than the look back period in effect under the Note at that time (a twenty five (25) Trading Day look back period, then Crown Bridge's look back period shall automatically be adjusted to such greater number of days until the Note is no longer outstanding. The Company shall give written notice to Crown Bridge, with the adjusted Variable Conversion Price and/or adjusted look back period (each adjustment that is applicable due to the triggering event), within one (1) business day of an event that requires any adjustment described in the two immediately preceding sentences. Crown Bridge shall be entitled to deduct $500 from the conversion amount in each Notice of Conversion to cover Crown Bridge's deposit fees associated with each Notice of Conversion.

Prepayment

The Company may prepay any amount outstanding under each respective tranche of the Note, during the initial 180-day period after Crown Bridge's funding of the respective tranche, by making a payment to Crown Bridge of an amount in cash equal to 150% multiplied the amount that the Company is prepaying, subject to Crown Bridge's prior written acceptance in Crown Bridge's sole discretion. The Company may not prepay any amount outstanding under each respective tranche of the Note after the 180th day after Crown Bridge's funding of the respective tranche.

Registration Rights Agreement

In connection with the Stock Purchase Agreement, the Company entered into Registration Rights Agreement, dated January 31, 2017 (the "Registration Rights Agreement") with Crown Bridge. Pursuant to the Registration Rights Agreement, the Company agreed that in the event that the Company files a Registration Statement or Registration Statements (as is necessary) on Form S-1 (or, if such form is unavailable for such a registration, on such other form as is available for such registration), at any time on or after the issuance date of the Note, then such Registration Statement shall cover the resale by the Crown Bridge of all Registrable Securities (the "Registration Amount"), and such Registration Statement(s) shall state that, in accordance with Rule 416 promulgated under the 1933 Act, that such Registration Statement also covers such indeterminate number of additional shares of Common Stock as may become issuable upon stock splits, stock dividends or similar transactions.

Notwithstanding the registration obligations above, if the staff of the SEC (the "Staff") or the SEC informs the Company that all of the unregistered Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single Registration Statement, the Company agrees to promptly (i) inform Crown Bridge of such fact and use its commercially reasonable efforts to file amendments to the Registration Statement as required by the SEC and/or (ii) withdraw the Registration Statement and file a new registration statement (the "New Registration Statement"), in either case covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-1 to register for resale the Registrable Securities as a secondary offering. If the Company amends the Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its commercially reasonable efforts to file with the SEC, as promptly as allowed by the Staff or SEC, one or more registration statements on Form S-1 to register for resale those Registrable Securities that were not registered for resale on the Registration Statement, as amended, or the New Registration Statement (each, an "Additional Registration Statement"). Additionally, the Company shall have the ability to file one or more New Registration Statements to cover the Registrable Securities once the shares under the initial Registration Statement referenced above have been sold.

- JSJ Investments Inc.

  On February 10, 2017, the Company sold a Convertible Promissory Note $59,500. The principal amount and any interest thereon are due on November 10, 2017. The Note bears interest at 8% per annum, increasing to 18% per annum if any principal or interest is not paid when due. The Note contains an original issue discount of $7,500, such that the purchase price of the $59,500 note is $52,000. The Note is convertible into shares of common stock at any time at a conversion price equal to 50% of the lowest trading price of the common stock for the twenty-five prior trading days to the date of the conversion notice. If at any time while the note is outstanding the lowest trading price of the Company's common stock is equal to or lower than $0.003, then an additional 10% discount shall be factored into the conversion price until the note is no longer outstanding. Additionally, if at any time while the note is outstanding, the lowest trading price of the Company's common stock is equal to or lower than $0.001, then an additional $10,000 shall immediately be added to the balance of the note. The Company incurred financing costs of $7,000 and an original issue discount of $7,500, which have been recorded as a discount.

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

None.

Item 5. Other Information

Subsequent Events

On March 10, 2017, the Company filed a Certificate of Amendment to its Articles of Incorporation with the Secretary of State of Nevada thereby increasing the authorized number of shares of Common Stock from Five Hundred Million (500,000,000) to One Billion Nine Hundred Fifty Million (1,950,000,000) without changing the $0.0001 par value of the Common Stock. The Amendment went into effect on March 13, 2017. The Amendment was approved, on February 9, 2017 by written consent, by the Board of Directors of the Company and the holder of 100% of the outstanding shares of the Company's outstanding Series B Preferred Stock having 80% majority voting control.

On March 1, 2017 the Company entered into a Promissory Note for $15,000 whereby a vendor of the Company agreed to convert amounts owing for services to a promissory note. The Promissory Note is unsecured, non interest-bearing and due on demand.

On March 6, 2017, the Company issued 11,956,400 shares of common stock pursuant to the conversion of $3,886 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 2, 2017.

On March 6, 2017 the Company issued 9,767,442 shares of common stock pursuant to the conversion of $7,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 1, 2017.

On March 7, 2017, a lender of the Company assigned a $20,000 promissory note payable to a third-party lender (the "First Assignee"). On March 8, 2017, the First Assignee assigned a $7,000 portion of the $20,000 promissory note payable to another third-party lender (the "Second Assignee") On March 20, 2017, the Company entered into a Debt Conversion Agreement with the lender, whereby $7,000 of the loan principal and unpaid interest became convertible to common stock of the Company. The note bears interest at 10% per annum. Pursuant to the Debt Conversion Agreement, the note is convertible into shares of common stock at a conversion price equal to $0.000275 per share.

On March 8, 2017, the Company issued 4,000,000 shares of common stock pursuant to the conversion of $5,000 of convertible notes payable (Note 6(d)), in which the notice of conversion was received on February 8, 2017.

On March 10, 2017, the Company issued 9,000,000 shares of common stock pursuant to the conversion of $9,000 of convertible notes payable (Note 6(l)), in which the notice of conversion was received on February 3, 2017.

On March 10, 2017, the Company issued 13,621,622 shares of common stock pursuant to the conversion of $8,400 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 7, 2017.

On March 13, 2017, the Company issued 11,500,000 shares of common stock pursuant to the conversion of $11,500 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on February 23, 2017.

On March 15, 2017, the Company amended a Debt Conversion Agreement with a lender of the Company dated October 12, 2016 amending the conversion price from $0.001 per share to $0.000275 per share.

On March 16, 2017, the Company amended a Debt Conversion Agreement with a lender of the Company dated February 3, 2017 amending the conversion price from $0.001per share to $0.000275 per share.

On March 16, 2017, the Company issued 14,350,000 shares of common stock pursuant to the conversion of $3,946 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 13, 2017.

On March 16, 2017, the Company issued 14,916,201 shares of common stock pursuant to the conversion of $8,900 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 15, 2017.

On March 16, 2017, the second ADAR Bays Convertible Redeemable Note was funded.

On March 16, 2017, the Company sold a Promissory Note to an unaffiliated lender for the aggregate principal amount of $14,000, 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 March 17, 2017, the Company issued 13,994,118 shares of common stock pursuant to the conversion of $5,200 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 16, 2017.

On March 22, 2017, the Company issued 10,058,824 shares of common stock pursuant to the conversion of $5,700 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 17, 2017.

On March 22, 2017, the Company issued 17,100,000 shares of common stock pursuant to the conversion of $9,690 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 20, 2017.

On March 22, 2017, the Company issued 17,082,353 shares of common stock pursuant to the conversion of $9,680 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 21, 2017.

On March 27, 2017, the Company issued 4,733,824 shares of common stock pursuant to the conversion of $1,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 22, 2017.

On March 28, 2017, the Company issued 19,309,412 shares of common stock pursuant to the conversion of $10,942 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 23, 2017.

On March 28, 2017, the Company issued 19,235,294 shares of common stock pursuant to the conversion of $10,900 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 27, 2017.

On March 28, 2017, the Company issued 17,000,000 shares of common stock pursuant to the conversion of $4,675 of convertible notes payable (Note 6(i)), in which the notice of conversion was received on March 17, 2017.

On March 28, 2017, the Company issued 19,300,000 shares of common stock pursuant to the conversion of $5,308 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 24, 2017.

On March 30, 2017, the Company entered a Securities Purchase Agreement with a lender whereas the Company agreed to issue nine Convertible Redeemable Notes for an aggregate of $285,450. The principal amount of the Convertible Redeemable Notes and any interest thereon are due twelve months (March 30, 2018) following the Issuance Date of March 30, 2017. The Convertible Redeemable Notes bear interest at 12% per annum commencing on March 30, 2017 and contain a 10% original issue discount, such that the purchase price of the first note is $47,500 and the rest of the eight notes (or “Back End Notes”) is $26,500. On April 3, 2017, in consideration for the first Convertible Redeemable Note, the Company received cash proceeds of $45,000, net of $2,500 of legal fees. The proceeds for the Back End Notes will be funded one at a time in 30 day increments commencing April 30, 2017 through November 30, 2017. The Closing of each of the Back End Notes, shall be contingent on the following condition: (i) the Company must maintain a bid of $0.001 per share over 5 consecutive trading days.

Each of the eight remaining $29,150 Back End Notes shall initially be paid for by the issuance of an offsetting $26,500 collateralized secured note issued to the Company by the Buyer effective on March 30, 2017 (a “Buyer Note”), provided that prior to conversion of a particular Back End Note, the Buyer must have paid off that particular Buyer Note in cash such that the particular Back End Note may not be converted until it has been paid for in cash by Buyer. Each Buyer Note is secured by a cash deposit of $26,500 placed in escrow with the attorney of the lender. The first Buyer Note only is also collateralized by the first Convertible Redeemable Note.

During the first six months that the first Convertible Redeemable Note is in effect, the Company may redeem the first Convertible Redeemable Note at 140% of the par value plus accrued interest. The Back End Notes may not be prepaid, except if the first Convertible Redeemable Note is redeemed by the Company within 6 months of its issuance date then all obligations of the Company under the Back End Note and all obligations of the Lender under the Buyer note will be deemed satisfied and cancelled.

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 April 4, 2017, a lender of the Company assigned a $7,000 promissory note payable to a third-party lender. On April 5, 2017, the Company entered into a Debt Conversion Agreement with the lender, whereby $7,000 of the loan principal became convertible to common stock of the Company. The Note is non interest-bearing. Pursuant to the Debt Conversion Agreement, the Note is convertible into shares of common stock at a conversion price equal to $0.000275 per share.

On April 4, 2017, the Company issued 23,250,000 shares of common stock pursuant to the conversion of $6,394 of convertible notes payable (Note 6(h)), in which the notice of conversion was received on March 31, 2017.

On April 4, 2017, the Company issued 22,214,118 shares of common stock pursuant to the conversion of $12,588 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on March 30, 2017.

On April 5, 2017, the Company issued 2,033,471 shares of common stock pursuant to the conversion of $1,000 of convertible notes payable (Note 6(g)), in which the notice of conversion was received on April 3, 2017.

On April 6, 2017, the Company issued 17,000,000 shares of common stock pursuant to the conversion of $4,675 of convertible notes payable (Note 6(l)), in which the notice of conversion was received on March 17, 2017.

On March 20, 2017, the Company received a notice of conversion pursuant to the conversion of $4,675 of convertible note payables (Note 12(c)), the shares have not been issued as of April 13, 2017.

On April 5, 2017, the Company received a notice of conversion pursuant to the conversion of $7,000 of convertible note payables (Note 12(s)), the shares have not been issued as of April 13, 2017.

Item 6. Exhibits

Index to Exhibits

Exhibit No.	Description:
3.1*	Certificate of Amendment, effective March 13, 2017, to the Articles of Incorporation of Ecosciences, Inc.
10.1	Securities Purchase Agreement, dated January 31, 2017, between Ecosciences Inc. and Crown Bridge Partners LLC (Filed as an exhibit to the Registrant’s Form 10-Q for the fiscal quarter ended February 29, 2017 and incorporated by reference herein)
10.2	8% Convertible Promissory Note, dated January 31, 2017, between Ecosciences Inc. and Crown Bridge Partners LLC (Filed as an exhibit to the Registrant’s Form 10-Q for the fiscal quarter ended February 29, 2017 and incorporated by reference herein)
10.3	Registration Rights Agreement, dated January 31, 2017, between Ecosciences, Inc. and Crown Bridge Partners, LLC (Filed as an exhibit to the Registrant’s Form 10-Q for the fiscal quarter ended February 29, 2017 and incorporated by reference herein)
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

* Filed herewith

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

SIGNATURES

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

Date: April 13, 2017	By:	*/s/ JOEL FALITZ*
	Name:	Joel Falitz
	Title:	President, Chief Executive Officer, Secretary and Treasurer (Principal Executive Officer) (Principal Financial and Accounting Officer)

Exhibit 3.1

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation: Ecosciences, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

   Article 3 has been amended to increase the authorized common stock of the Corporation to One Billion Nine Hundred and Fifty Million (1,950,000,000) shares, par value $0.001 per share. There is no change to the par value of the Common Stock or the authorized number or par value of the Preferred Stock.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 80%

4. Effective date and time of filing: March 13, 2017

Signature: (required)

/s/ Joel Falitz

Signature of Officer

Exhibit 31.1

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

I, Joel Falitz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended February 28, 2017 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: April 13, 2017	By:	*/s/ JOEL FALITZ*
	Name:	Joel Falitz
	Title:	President, Chief Executive Officer, Secretary and Treasurer (Principal Executive Officer) (Principal Financial and Accounting Officer)

Exhibit 32.1

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

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

1. The Quarterly Report on Form 10-Q for the period ended February 28, 2017 (the "Report") of the Company fully complies with the requirements of Section 13(a)/15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 13, 2017	By:	*/s/ JOEL FALITZ*
	Name:	Joel Falitz
	Title:	President, Chief Executive Officer, Secretary and Treasurer (Principal Executive Officer) (Principal Financial and Accounting Officer)