
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **May 18, 2017**

ECOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

333-168413

(Commission
File Number)

27-2692640

(IRS Employer
Identification No.)

420 Jericho Turnpike, Suite 110, Jericho, NY

(Address of principal executive offices)

11753

(Zip Code)

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

N/A

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

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

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

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

On May 18, 2017, Ecosciences, Inc., a Nevada corporation (the “**Company**”), issued Joel Falitz, the Chief Executive Officer, President and Chairman of the Board of the Company, an aggregate of 4 million (4,000,000) shares of Series C Convertible Preferred Stock, par value \$0.0001 per share (the “**Series C Preferred Stock**”), pursuant to that certain Debt Conversion Agreement, dated May 18, 2017 (the “**Debt Conversion Agreement**”), between Mr. Falitz and the Company, in exchange for Mr. Falitz’s forgiveness of \$4,000 of indebtedness owed him by the Company. The securities were issued pursuant to the registration exemption under Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”).

On May 19, 2017, the Company issued Mr. Falitz an aggregate of 48 million (48,000,000) shares of Common Stock pursuant to Mr. Falitz’s Notice of Conversion, dated May 19, 2017, pursuant to which Mr. Falitz converted 4 million (4,000,000) shares of Series C Preferred Stock into 48 million (48,000,000) shares of Common Stock. According to the Certificate of Designation for the Company’s Series C Preferred Stock, as amended, filed with the Secretary of State of Nevada on April 20, 2015, each share of Series C Preferred Stock is convertible upon the election the holder thereof, into 12 shares of Common Stock of the Company; provided, however, in connection with any conversion hereunder, each holder of Series C Preferred Stock may not convert any part of the Series C Preferred Stock if such conversion would cause such holder or any of its assignees to beneficially own more than 4.99% of the Common Stock of the Company. The 4.99% conversion limitation was waived by the Company and Mr. Falitz. The securities were issued pursuant to the registration exemption under Section 3(a)(9) of the Securities Act.

A copy of the Debt Conversion is attached to this Current Report as Exhibit 10.1 and is incorporated by reference herein.

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

On May 19, 2017 (the “**Effective Date**”), a 1-to-10,000 reverse stock split of the issued and outstanding common stock, par value \$0.0001 per share (the “**Common Stock**”), of the Company became effective in the marketplace (the “**Reverse Stock Split**”).

On May 4, 2017, the Company had filed a certificate of amendment (the “**Amendment**”) to its Articles of Incorporation, as amended (the “**Articles of Incorporation**”) with the Secretary of State of the State of Nevada in order to effectuate the Reverse Stock Split of the issued and outstanding shares of Common Stock. As a result of the Reverse Stock Split, every ten thousand (10,000) shares of the Company’s pre-Reverse Stock Split Common Stock was combined and reclassified into one (1) share of the Company’s Common Stock. The Amendment provided that no fractional shares of Common Stock will be issued to the holders of record of Common Stock prior to the Reverse Split. Instead, all fractional shares will be rounded up to the next whole number of shares.

The Company notified Financial Regulatory Authority, Inc. (“**FINRA**”) of these Reverse Stock Split, as required by Rule 10b-17 under the Securities Exchange Act of 1935, as amended. FINRA approved of the Reverse Stock Split on May 18, 2017.

On the Effective Date, the Company’s trading symbol was changed to “ECEZD” for a period of 20 business days, after which the Company’s trading symbol will revert back to the original symbol of “ECEZ.” In connection with the Reverse Stock Split, the Company’s CUSIP number was changed to 279219 208. The Company’s transfer agent, VStock Transfer, LLC, is acting as exchange agent for the Reverse Stock Split.

As previously disclosed in the Company's Information Statement on Schedule 14C filed with the Securities and Exchange Commission on April 13, 2017, the Company's Board of Directors and the holder of 200,000 outstanding shares of Series B Non-Convertible Preferred Stock, par value \$0.0001 per share, of the Company, representing approximately 80% of all votes entitled to be voted at any annual or special meeting of stockholders of the Company or action by written consent, approved of the Reverse Stock Split by written consent in lieu of a meeting pursuant to the Nevada Revised Statutes and the By-laws of the Company on April 13, 2017.

A copy of the Amendment is attached to this Current Report as Exhibit 3.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number:	Description:
3.1	Certificate of Amendment, dated May 4, 2017, to the Articles of Incorporation of Ecosciences, Inc.
10.1	Debt Conversion Agreement, dated May 18, 2017, between Ecosciences, Inc. and Joel Falitz

SIGNATURES

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

ECOSCIENCES, INC.

Dated: May 24, 2017

By: /s/ Joel Falitz

Joel Falitz

Chief Executive Officer, President, Secretary & Treasurer

(Principal Executive Officer)

(Principal Financial and Accounting Officer)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

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 by the addition of the following:

Upon the filing and effectiveness (the "Effective Time") of this amendment to the Corporation's Articles of Incorporation, as amended, pursuant to the Nevada Revised Statutes, each Ten Thousand (10,000) shares of Common Stock, par value \$0.0001 per share, issued and outstanding immediately prior to the Effective Time, either issued and outstanding or held by the Corporation as treasury stock, shall be combined into one (1) validly issued, fully paid and non-assessable share of Common Stock without any further action by the Corporation or the holder thereof; provided that no fractional shares shall be issued to any holder and instead of issuing such fractional shares, the Corporation shall round fractional shares up to the nearest whole number. The par value shall remain unchanged.

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:

4. Effective date and time of filing: (optional) Date: Time:
 (must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X /s/ Joel Falitz

 Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

DEBT CONVERSION AGREEMENT

THIS DEBT CONVERSION AGREEMENT (the “**Agreement**”) is entered into as of May 18, 2017, by and between Ecosciences, Inc., a Nevada corporation (the “**Company**”) and the debt-holder on the signature page hereto (the “**Debt-holder**”). The Company and Debt-holder may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Company is indebted to the Debt-holder regarding certain unsecured, non-interest bearing advances to the Company (collectively, the “**Loan**”) for working capital purposes in the aggregate amount of listed on **Schedule 1** hereto (the “**Loan Amount**”); and

WHEREAS, the Parties desire to convert the Loan Amount thereon into shares of the Company’s Series C Convertible Preferred Stock, par value \$0.0001 per share (the “**Series C Stock**”); and

WHEREAS, the Parties desire to set forth their agreements and understandings with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Conversion to Series C Stock** .

- (a) Effective as of the date hereof, the Loan Amount as reflected on **Schedule 1** to this Agreement (the “**Convertible Loan Amount**”) shall be convertible into shares of the Company’s **Series C Stock** (the “**Conversion Shares**”), at a conversion price as reflected on **Schedule 1** to this Agreement (the “**Conversion Price**”);
 - (b) Mechanics of Conversion. In order to effect a conversion and receive Conversion Shares, the Debt-holder shall: (x) fax (or otherwise deliver) a copy of the fully executed Notice of Conversion (attached hereto) to the Corporation for the Conversion Shares. “**Conversion Date**” means the date specified in the Notice of Conversion in the form attached hereto, so long as the copy of the Notice of Conversion is faxed (or delivered by other means resulting in notice) to the Corporation before Midnight, Eastern U.S. time, on the Conversion Date indicated in the Notice of Conversion. If the Notice of Conversion is not so faxed or otherwise delivered before such time, then the Conversion Date shall be the date a Holder faxes or otherwise delivers the Notice of Conversion to the Corporation.
 - (c) Upon receipt of a fully executed Notice of Conversion, the Company shall instruct its secretary or transfer agent to issue certificates evidencing the Conversion Shares in the name of Debt-holder, or its designee.
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2. **Amounts Repaid in Full** . For and in consideration of the issuance of the Conversion Shares to Debt-holder, the Converted Loan Amount, when fully converted, shall be deemed to be repaid in full, and the Company shall have no further obligations in connection with the Converted Loan Amount.
3. **Waiver and Release** . Debt-holder, on behalf of himself, and each of his successors, assigns, representatives and agents (collectively, the “ **Releasing Parties** ”), hereby covenant not to sue and fully, finally and forever completely release the Company and its present, future and former officers, directors, stockholders, members, employees, agents, attorneys and representatives (collectively, the “ **Company Released Parties** ”) of and from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, which the Releasing Parties have or might claim to have against the Company Released Parties for any and all injuries, harm, damages (actual and punitive), costs, losses, expenses, attorneys’ fees and/or liability or other detriment, if any, whenever incurred or suffered by the Releasing Parties arising from, relating to, or in any way connected with, any fact, event, transaction, action or omission that occurred or failed to occur with respect to the Converted Loan Amount on or prior to the date of this Agreement.
4. **Restricted Stock** .
 - (a) The Conversion Shares to be issued hereunder have not been registered with the United States Securities and Exchange Commission, or with the securities regulatory authority of any state. The Conversion Shares are subject to restrictions imposed by federal and state securities laws and regulations on transferability and resale, and may not be transferred assigned or resold except as permitted under the Securities Act of 1933, as amended (the “ **Securities Act** ”), and the applicable state securities laws, pursuant to registration thereunder or exemption therefrom.
 - (b) Debt-holder understands that the certificates representing the Conversion Shares shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS.

5. **Debt-holder's Representations**. The Debt-holder acknowledges that the Company is issuing the Conversion Shares to Debt-holder in reliance upon the following representations made by Debt-holder:
- (a) Debt-holder is acquiring the Conversion Shares for investment for its own account and not with the view to, or for resale in connection with, any distribution thereof. Debt-holder understands and acknowledges that the Conversion Shares have not been registered under the Securities Act or any state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and applicable state securities laws, which depends upon, among other things, the bona fide nature of the investment intent and other representations of Debt-holder as expressed herein. Debt-holder further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Conversion Shares.
 - (b) Debt-holder (i) has had, and continues to have, access to detailed information with respect to the business, financial condition, results of operations and prospects of the Company; (ii) has received or has been provided access to all material information concerning an investment in the Company; and (iii) has been given the opportunity to obtain any additional information or documents from, and to ask questions and receive answers of, the officers, directors and representatives of the Company to the extent necessary to evaluate the merits and risks related to an investment in the Company represented by the Conversion Shares.
 - (c) As a result of Debt-holder's study of the aforementioned information and Debt-holder's prior overall experience in financial matters, and Debt-holder's familiarity with the nature of businesses such as the Company, Debt-holder is properly able to evaluate the capital structure of the Company, the business of the Company, and the risks inherent therein.
 - (d) Debt-holder's investment in the Company pursuant to this Agreement is consistent, in both nature and amount, with Debt-holder's overall investment program and financial condition.

- (e) Debt-holder's financial condition is such that Debt-holder can afford to bear the economic risk of holding the Conversion Shares, and to suffer a complete loss of Debt-holder's investment in the Company represented by the Conversion Shares.
- (f) All action on the part of Debt-holder, and its officers, directors and partners, if applicable, necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of Debt-holder hereunder and thereunder has been taken, and this Agreement, assuming due execution by the parties hereto, constitutes valid and legally binding obligations of Debt-holder, enforceable in accordance with its terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
- (g) Debt-holder realizes that because of the inherently speculative nature of businesses of the kind conducted and contemplated by the Company, the Company's financial results may be expected to fluctuate from month to month and from period to period and will, generally, involve a high degree of financial and market risk that could result in substantial or, at times, even total losses for investors in securities of the Company.

6. **Miscellaneous**.

- (a) THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action between or among any of the Parties arising out of this Agreement, (i) each of the Parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over Nevada; (ii) if any such action is commenced in a state court, then, subject to applicable law, no party shall object to the removal of such action to any federal court having jurisdiction over Nevada; (iii) each of the parties irrevocably waives the right to trial by jury; and (iv) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepared, to the address at which such party is to receive notice in accordance with this Agreement.
- (b) All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Company :

Ecosciences, Inc.
420 Jericho tpke, Suite 110,
Jericho, NY 11753
T: (888)-828-2564

With a copy to :

Philip Magri, Esq.
Magri Law, LLC
2642 NE 9th Avenue
Fort Lauderdale, FL 33334
T: (646) 502-5900

If to Debt-holder :

As reflected on Schedule 1 attached hereto

Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

- (c) This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement (including any exhibit hereto) shall be effective unless made in writing and signed by both Parties.
- (d) Each Party to this Agreement hereby represents and warrants to the other Party that it has had an opportunity to seek the advice of its own independent legal counsel with respect to the provisions of this Agreement and that its decision to execute this Agreement is not based on any reliance upon the advice of any other Party or its legal counsel. Each Party represents and warrants to the other Party that in executing this Agreement such Party has completely read this Agreement and that such Party understands the terms of this Agreement and its significance. This Agreement shall be construed neutrally, without regard to the Party responsible for its preparation.
- (e) Each Party to this Agreement hereby represents and warrants to the other Party that (i) the execution, performance and delivery of this Agreement has been authorized by all necessary action by such Party; (ii) the representative executing this Agreement on behalf of such Party has been granted all necessary power and authority to act on behalf of such Party with respect to the execution, performance and delivery of this Agreement; and (iii) the representative executing this Agreement on behalf of such Party is of legal age and capacity to enter into agreements which are fully binding and enforceable against such Party.
- (f) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF , the parties have duly executed this Agreement as of the day and year first above written.

ECOSCIENCES, INC.

By: /s/ Joel Falitz
Name: Joel Falitz
Title: Chief Executive Officer

Debt-holder :

JOEL FALITZ

By: /s/ Joel Falitz

SCHEDULE 1

Debt-holder:	Joel Falitz
Convertible Loan Amount:	\$4,000.00 of the \$9,750 face value loan owing to Debt-holder from the Company's wholly owned subsidiary
Conversion Price*:	\$0.001
*Conversion Price Calculation	Equal to the stated value of the Series C Stock

FORM OF NOTICE OF CONVERSION

DATE:

TO:

FROM: _____ (the "Undersigned")

Re: Debt Conversion Agreement by and between ECOSCIENCES, INC.
and the UNDERSIGNED dated _____ ("DCA").

The Undersigned hereby elects to convert the amount listed below of the aggregate outstanding Convertible Loan Amount (as defined in the DCA) into shares of Series C Convertible Preferred Stock, \$0.001 par value per share ("Series C Stock"), of ECOSCIENCES, INC. (the "Company") according to the conditions hereof and in the DCA, as of the date written below. If shares are to be issued in the name of a person other than Undersigned, the Undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the Undersigned for any conversion, except for such transfer taxes, if any. The Undersigned represents as of the date hereof that, after giving effect to the conversion pursuant to this Notice of Conversion the Undersigned will not exceed the Beneficial Ownership Restriction contained in the DCA.

CONVERSION INFORMATION:

Date to Effect Conversion: _____, 201__

Aggregate Amount under DCA Being Converted: \$ _____

Number of Shares of Series C Stock to be Issued: _____

Applicable Conversion Price as per DCA \$0.001

Name & Address
for Shares to be Issued to:

UNDERSIGNED: _____

Signature

Name/Title (if Entity): _____