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

**SCHEDULE 13D/A**  
**(Amendment No. 2)**  
INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
RULE 13d-2(a)

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**iFresh Inc.**

(Name of Issuer)

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**Common Stock, par value \$.0001 per share**

(Title of Class of Securities)

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**449538 107**

(CUSIP Number)

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**Long Deng**  
**iFresh Inc.**  
**2-39 54<sup>th</sup> Avenue**  
**Long Island City, NY 11101**  
**(718) 628 6200**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

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**June 14, 2018**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box .

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however see the Notes).

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1	NAME OF REPORTING PERSON <b>Long Deng</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* <b>PF</b>	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>United States of America</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>10,382,639</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>10,382,639</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>10,382,639</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>72.69%(1)</b>	
14	TYPE OF REPORTING PERSON* <b>IN</b>	

(1) Calculated based on 14,282,497 shares of the Issuer's common stock issued and outstanding as of June 15, 2018.

1	NAME OF REPORTING PERSON <b>Lilly Deng</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  <b>PF</b>	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  <b>United States of America</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>0</b>
	8	SHARED VOTING POWER  <b>10,382,639</b>
	9	SOLE DISPOSITIVE POWER  <b>0</b>
	10	SHARED DISPOSITIVE POWER  <b>10,382,639</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>10,382,639</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  <b>72.69%(1)</b>	
14	TYPE OF REPORTING PERSON*  <b>IN</b>	

(1) Calculated based on 14,282,497 shares of the Issuer's common stock issued and outstanding as of June 15, 2018.

## EXPLANATORY NOTE

This Amendment No. 2 to Schedule 13D amends and supplements the Original Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the "Commission") on March 21, 2017, as amended on May 30, 2017 (the "Original Schedule 13D"). This Amendment, together with the Original Schedule 13D, is hereby referred to as the "Schedule 13D." As described in more detail in Item 5 below, as of June 14, 2018, Mr. Long Deng sold an aggregate of 897,361 shares of the Issuer's Common Stock to four third party buyers. Accordingly, the Reporting Persons' beneficial ownership in the Issuer decreased to approximately 72.69% of shares of outstanding Common Stock as of June 14, 2018.

Except as specifically amended below, all other provisions of the Schedule 13D remain in effect.

### Item 1. Security and Issuer.

This statement relates to the common stock, par value \$.0001 per share ("Common Stock"), of iFresh Inc., a Delaware corporation (the "Company"). The address of the Company's principal executive office is 2-39 54<sup>th</sup> Avenue, Long Island City, NY 11101.

### Item 2. Identity and Background.

- (a) This Schedule 13D is filed by Mr. Long Deng and Ms. Lilly Deng. Mr. Deng and Ms. Deng are married.
- (b) The business address for each of the reporting persons is c/o iFresh Inc., 2-39 54<sup>th</sup> Avenue, Long Island City, NY 11101.
- (c) Mr. Deng is the Chief Executive Officer and Chief Operating Officer of the Company. Ms. Deng is the Vice President of Legal and Finance of the Company.
- (d) During the past five years, neither Mr. Deng nor Ms. Deng has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors).
- (e) During the past five years neither Mr. Deng nor Ms. Deng has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Mr. Deng and Ms. Deng are citizens of the United States of America.

### Item 3. Source and Amount of Funds and Other Consideration.

On February 10, 2017, pursuant to the merger agreement (the “Merger Agreement”) dated as of July 25, 2016, by and among the Company (as successor to E-compass Acquisition Corp. (“E-compass”)) and the persons named in the Merger Agreement, Mr. Deng received 11,120,000 shares of the Common Stock in exchange for his equity interest in NYM Holding Inc. (“NYM”). In connection with the Company’s acquisition of NYM (the “Acquisition”) and pursuant to the Merger Agreement:

- The Company, certain former NYM stockholders (including Mr. Deng and Ms. Deng), and certain other stockholders of the Company entered into a Voting Agreement to set forth their agreements and understandings with respect to how shares of the Common Stock held by them will be voted. The parties agreed to vote their shares of Common Stock as necessary to ensure that the size of the Board of Directors of the Company after the consummation of the Acquisition will be five members until two years after the closing of the Acquisition. The parties also agreed to vote their shares of Common Stock to ensure the election of one member of the Board of Directors of the Company designated by the former E-compass shareholders party to the agreement, who must initially be qualified as an independent director pursuant to the rules of any stock exchange on which the Company may be listed, and four members designated by the former NYM stockholders, of which two designees must qualify as an independent director pursuant to the rules of any stock exchange on which the Company may be listed.
- In connection with the Acquisition, the Company and certain former NYM stockholders entered into a Registration Rights Agreement to provide for the registration of the common stock being issued to the former NYM stockholders in connection with the Acquisition. The former NYM stockholders are entitled to “piggy-back” registration rights with respect to registration statements filed following the consummation of the Acquisition. The Company will bear the expenses incurred in connection with the filing of any such registration statements.
- 2,400,000 of the shares of Common Stock to be issued in connection with the Acquisition were placed in escrow pursuant to an escrow agreement (the “Escrow Agreement”). Such shares could be released to the Company to satisfy NYM’s indemnification obligations to the Company, if any. 2,224,000 of the shares in escrow belong to Mr. Deng and the remaining 176,000 of such shares belong to other former shareholders of NYM. Pursuant to the Escrow Agreement, Mr. Deng has the right to vote the shares held in escrow for such time as they are in escrow. The shares held in escrow were removed from escrow one year after the closing of the Acquisition.
- Mr. Deng entered into a lock-up agreement pursuant to which Mr. Deng agreed not to transfer the shares of Common Stock owned by him until one year after the closing of the Acquisition.

On May 10, 2017, Mr. Deng entered into an agreement to purchase an aggregate of 280,000 shares of Common Stock from two third party sellers for an aggregate of \$2.5 million (or \$8.93 per share). Fifty-Six thousand shares were purchased immediately, and the remaining shares were purchased over a three month period thereafter.

On May 22, 2017, Mr. Deng entered into an agreement to sell an aggregate of 20,000 shares of Common Stock to two third party buyers for an aggregate sales price of \$178,571 (or \$8.93 per share).

On June 14, 2018, Mr. Deng sold an aggregate of 897,361 shares of Common Stock to four third party buyers for an aggregate sales price of \$8,524,929.50 (or \$9.50 per share), pursuant to stock purchase agreements entered into as of May 2, 2018, May 3, 2018, May 31, 2018 and June 14, 2018, respectively.

**Item 4. Purpose of Transaction.**

The transactions reported in this Schedule 13D were engaged in in order to liquidate the holdings of two significant stockholders that wished to liquidate their investment in the Company. The reporting persons may acquire or dispose of additional securities or sell securities of the Company from time to time in the market or in private transactions. Except as discussed above, and except for their activities as officers and directors of the Company, the reporting persons do not have any current plans or proposals which relate to or would result in:

- (a) the acquisition by any person of additional securities of the Company;
- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation , involving the Company or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of the Company or of any of its subsidiaries;
- (d) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) any material change in the present capitalization or dividend policy of the Company;
- (f) any other material change in the Company's business or corporate structure;
- (g) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any other person;
- (h) causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Act; or
- (j) any similar action to those enumerated above.

**Item 5. Interest in Securities of the Company.**

- (a) Mr. Deng and Ms. Deng are the beneficial owners of 10,382,639 shares of Common Stock, or approximately 72.69% of the Company's outstanding Common Stock. Mr. Deng beneficially owns 10,382,639 shares of Common Stock directly.
- (b) Mr. Deng and Ms. Deng share beneficial ownership of the shares of Common Stock beneficially owned by Mr. Deng. Of the shares beneficially owned, Mr. Deng and Ms. Deng shared voting power over 176,000 shares of Common Stock with a third party pursuant to the terms of the Voting Agreement incorporated by reference into this Schedule as Exhibit 3 (the "Voting Agreement"). Mr. Deng and Ms. Deng no longer have voting power over the 176,000 shares of Common Stock as a result of the release of those shares from escrow.
- (c) Other than the transactions reported in Item 3 of this Schedule 13D, the reporting persons have not effected any transactions in the Ordinary Shares in the past 60 days.
- (d) The persons named in the Voting Agreement have the pecuniary interest in the shares of Common Stock specified therein.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The disclosure contained in Item 3 is incorporated into this item by reference.

**Item 7. Materials to be Filed as Exhibits.**

1. [Joint Filing Agreement, dated as of March 20, 2017 among the reporting persons, pursuant to Rule 13d-1\(k\) of the Securities Exchange Act of 1934, as amended. \(previously filed\)](#)
2. [Lock up Agreement dated February 10, 2017 between the Company and Long Deng. \(previously filed\)](#)
3. [Voting Agreement \(incorporated by reference to Exhibit 10.5 in the Company's Current Report on Form 8-K dated February 10, 2017\).](#)
4. [Registration Rights Agreement \(incorporated by reference to Exhibit 10.6 in the Company's Current Report on Form 8-K dated February 10, 2017\).](#)
5. [Escrow Agreement \(previously filed\)](#)
6. [Purchase Agreement dated May 10, 2017 with Haiquan Chen \(previously filed\)](#)
7. [Purchase Agreement dated May 10, 2017 with Shunwah Gee \(previously filed\)](#)
8. [Purchase Agreement dated as of May 2, 2018 with Hongtao Xu](#)
9. [Purchase Agreement dated as of May 3, 2018 with Zhang Wen Liang](#)
10. [Purchase Agreement dated as of May 31, 2018 with Ruifang Wu](#)
11. [Purchase Agreement dated as of June 14, 2018 with Hangfei Lin](#)

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: June 18, 2018

/s/ Long Deng

Long Deng

/s/ Lilly Deng

Lilly Deng

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this “Agreement”) is made as of this 2nd day of May, 2018 by and between Hongtao Xu (“Buyer”) and Long Deng (“Seller”).

WHEREAS, Seller wishes to sell 200,000 shares (the “Shares”) of iFresh Inc. (the “Company”) common stock to the Buyer, and the Buyer wishes to purchase the Shares from the Seller.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I  
Purchase and Closing

Section 1.01 *Purchase*. The Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from the Seller at the Closing (as defined below) the Shares for \$1,900,000.00 (the “Aggregate Purchase Price”).

Section 1.02 *Closing*. The closing of the purchase of the Shares (“Closing”) by Buyer will occur three business days after the date hereof or at such other date as mutually agreed upon by the parties (any such date, the “Closing Date”). At or before the Closing:

- the Seller shall deliver or cause to be delivered to Buyer: (i) a stock certificate or certificates representing the Shares transferred hereunder duly endorsed for transfer or with executed stock powers attached, or (ii) appropriate instructions for book entry transfer of ownership of the Shares from the Seller to Buyer.
- Buyer shall deliver or cause to be delivered to the Seller payment by check or wire transfer of immediately available funds the Aggregate Purchase Price.

ARTICLE II  
Representations and Warranties of the Buyer

Buyer hereby represents and warrants to Seller on the date hereof and as of the Closing that:

Section 2.01 *Sophisticated Buyer*. Buyer is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to Seller.

Section 2.02 *Independent Investigation*. Buyer, in making the decision to buy the Shares, has not relied upon any oral or written representations or assurances from Seller or any of its representatives or agents other than as set forth in this Agreement. Buyer has had access to all of the filings made by the Company with the SEC pursuant to the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended, in each case to the extent available publicly via the SEC’s Electronic Data Gathering, Analysis and Retrieval system.

Section 2.03 *No Legal Advice from Seller*. Buyer acknowledges it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with Buyer's own legal counsel, investment and tax advisors. Buyer is not relying on any statements or representations of Seller or any of its representatives or agents for legal, tax or investment advice with respect to this Agreement or the transactions contemplated by the Agreement.

Section 2.04 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Seller in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Buyer.

Section 2.05 *Securities Law Compliance*. The Buyer has been advised that the offer and sale of the Shares has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other securities laws and, therefore, none of the Shares can be resold unless they are registered under the Securities Act and applicable securities laws or unless an exemption from such registration requirements is available. The Buyer understands that the Shares will be considered to be "restricted securities" under the Securities Act, and that, therefore, the Buyer will not be eligible to use Rule 144 promulgated under the Securities Act for at least six months after the Closing Date. The Buyer is purchasing the Shares for Buyer's own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof. The Buyer represents that it is an "accredited investor" as such term is defined in Rule 501 of Regulation D, promulgated under the Securities Act, and that the Buyer is not subject to the "Bad Actor" disqualification, as such terms is defined in Rule 506 of Regulation D, promulgated under the Securities Act.

ARTICLE III  
Representations and Warranties of the Seller

Seller hereby represents and warrants to Buyer on the date hereof and as of the Closing that:

Section 3.01 *Sophisticated Buyer*. Seller is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to the Buyer.

Section 3.02 *Ownership of Shares*. On the Closing Date, Seller will be the legal and beneficial owner of the Shares and will transfer to Buyer at the Closing good and marketable title to the Shares free and clear of any liens, claims, security interests, options, charges or any other encumbrance whatsoever.

Section 3.03 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Buyer in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Seller.

ARTICLE IV  
Acknowledgement; Waiver; Release

Section 4.01 *Acknowledgement; Waiver*. Buyer (i) acknowledges that Seller is an affiliate of the Company and may possess or have access to material non-public information which has not been communicated to Buyer; (ii) hereby waives any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against Seller or any of Seller's agents, affiliates, successors or assigns relating to any failure to disclose any non-public information in connection with the transactions contemplated by this Agreement, including without limitation, any such claims arising under the securities or other laws, rules and regulations, and (iii) is aware that Seller is relying on the foregoing acknowledgement and waiver in clauses (i) and (ii) above, respectively, in connection with the transactions contemplated by this Agreement.

ARTICLE V  
Miscellaneous

Section 5.01 *Counterparts; Facsimile*. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement or any counterpart may be executed via facsimile transmission, and any such executed facsimile copy shall be treated as an original.

Section 5.02 *Governing Law*. This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of New York. Each of the parties hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall, to the fullest extent applicable, be brought and enforced first in the Southern District of New York, then to such other court in the State of New York as appropriate and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Section 5.03 *Severability*. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Section 5.04 *Binding Effect; Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The Company is a third party beneficiary of Article VI of this Agreement.

Section 5.05 *Headings*. The descriptive headings of the Sections hereof are inserted for convenience only and do not constitute a part of this Agreement.

Section 5.06 *Entire Agreement; Changes in Writing*. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations and warranties, whether oral or written, among the parties hereto relating to the transaction contemplated hereby. Neither this Agreement nor any provision hereof may be changed or amended orally, but only by an agreement in writing signed by the other party hereto.

Section 5.07 *Notices*. Any notice or other communication under this Agreement shall be in writing and shall be considered given when (a) sent by telecopier, with receipt confirmed, (b) delivered personally, or (c) one business day after being sent by recognized overnight courier, to the parties at the addresses set forth on the signature page hereto (or at such other address as a party may specify by notice to the other).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth on the first page of this Agreement.

By: /s/ Hongtao Xu

Name: Hongtao Xu

Address:

Fax:

By: /s/ Long Deng

Name: Long Deng

Address:

Fax:

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## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of this 3rd day of May, 2018 by and between Zhang Wen Liang ("Buyer") and Long Deng ("Seller").

WHEREAS, Seller wishes to sell 140,000 shares (the "Shares") of iFresh Inc. (the "Company") common stock to the Buyer, and the Buyer wishes to purchase the Shares from the Seller.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I  
Purchase and Closing

Section 1.01 *Purchase*. The Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from the Seller at the Closing (as defined below) the Shares for \$1,330,000.00 (the "Aggregate Purchase Price").

Section 1.02 *Closing*. The closing of the purchase of the Shares ("Closing") by Buyer will occur three business days after the date hereof or at such other date as mutually agreed upon by the parties (any such date, the "Closing Date"). At or before the Closing:

- the Seller shall deliver or cause to be delivered to Buyer: (i) a stock certificate or certificates representing the Shares transferred hereunder duly endorsed for transfer or with executed stock powers attached, or (ii) appropriate instructions for book entry transfer of ownership of the Shares from the Seller to Buyer.
- Buyer shall deliver or cause to be delivered to the Seller payment by check or wire transfer of immediately available funds the Aggregate Purchase Price.

ARTICLE II  
Representations and Warranties of the Buyer

Buyer hereby represents and warrants to Seller on the date hereof and as of the Closing that:

Section 2.01 *Sophisticated Buyer*. Buyer is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to Seller.

Section 2.02 *Independent Investigation*. Buyer, in making the decision to buy the Shares, has not relied upon any oral or written representations or assurances from Seller or any of its representatives or agents other than as set forth in this Agreement. Buyer has had access to all of the filings made by the Company with the SEC pursuant to the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended, in each case to the extent available publicly via the SEC's Electronic Data Gathering, Analysis and Retrieval system.

Section 2.03 *No Legal Advice from Seller*. Buyer acknowledges it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with Buyer's own legal counsel, investment and tax advisors. Buyer is not relying on any statements or representations of Seller or any of its representatives or agents for legal, tax or investment advice with respect to this Agreement or the transactions contemplated by the Agreement.

Section 2.04 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Seller in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Buyer.

Section 2.05 *Securities Law Compliance*. The Buyer has been advised that the offer and sale of the Shares has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other securities laws and, therefore, none of the Shares can be resold unless they are registered under the Securities Act and applicable securities laws or unless an exemption from such registration requirements is available. The Buyer understands that the Shares will be considered to be "restricted securities" under the Securities Act, and that, therefore, the Buyer will not be eligible to use Rule 144 promulgated under the Securities Act for at least six months after the Closing Date. The Buyer is purchasing the Shares for Buyer's own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof. The Buyer represents that it is an "accredited investor" as such term is defined in Rule 501 of Regulation D, promulgated under the Securities Act, and that the Buyer is not subject to the "Bad Actor" disqualification, as such terms is defined in Rule 506 of Regulation D, promulgated under the Securities Act.

ARTICLE III  
Representations and Warranties of the Seller

Seller hereby represents and warrants to Buyer on the date hereof and as of the Closing that:

Section 3.01 *Sophisticated Buyer*. Seller is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to the Buyer.

Section 3.02 *Ownership of Shares*. On the Closing Date, Seller will be the legal and beneficial owner of the Shares and will transfer to Buyer at the Closing good and marketable title to the Shares free and clear of any liens, claims, security interests, options, charges or any other encumbrance whatsoever.

Section 3.03 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Buyer in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Seller.

ARTICLE IV  
Acknowledgement; Waiver; Release

Section 4.01 *Acknowledgement; Waiver*. Buyer (i) acknowledges that Seller is an affiliate of the Company and may possess or have access to material non-public information which has not been communicated to Buyer; (ii) hereby waives any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against Seller or any of Seller's agents, affiliates, successors or assigns relating to any failure to disclose any non-public information in connection with the transactions contemplated by this Agreement, including without limitation, any such claims arising under the securities or other laws, rules and regulations, and (iii) is aware that Seller is relying on the foregoing acknowledgement and waiver in clauses (i) and (ii) above, respectively, in connection with the transactions contemplated by this Agreement.

ARTICLE V  
Miscellaneous

Section 5.01 *Counterparts; Facsimile*. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement or any counterpart may be executed via facsimile transmission, and any such executed facsimile copy shall be treated as an original.

Section 5.02 *Governing Law*. This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of New York. Each of the parties hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall, to the fullest extent applicable, be brought and enforced first in the Southern District of New York, then to such other court in the State of New York as appropriate and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Section 5.03 *Severability*. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Section 5.04 *Binding Effect; Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The Company is a third party beneficiary of Article VI of this Agreement.

Section 5.05 *Headings*. The descriptive headings of the Sections hereof are inserted for convenience only and do not constitute a part of this Agreement.

Section 5.06 *Entire Agreement; Changes in Writing*. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations and warranties, whether oral or written, among the parties hereto relating to the transaction contemplated hereby. Neither this Agreement nor any provision hereof may be changed or amended orally, but only by an agreement in writing signed by the other party hereto.

Section 5.07 *Notices*. Any notice or other communication under this Agreement shall be in writing and shall be considered given when (a) sent by telecopier, with receipt confirmed, (b) delivered personally, or (c) one business day after being sent by recognized overnight courier, to the parties at the addresses set forth on the signature page hereto (or at such other address as a party may specify by notice to the other).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth on the first page of this Agreement.

By: /s/ Zhang Wen Liang

Name: Zhang Wen Liang

Address:

Fax:

By: /s/ Long Deng

Name: Long Deng

Address:

Fax:

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this “Agreement”) is made as of this 31st day of May, 2018 by and between Ruifang Wu (“Buyer”) and Long Deng (“Seller”).

WHEREAS, Seller wishes to sell 500,000 shares (the “Shares”) of iFresh Inc. (the “Company”) common stock to the Buyer, and the Buyer wishes to purchase the Shares from the Seller.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I  
Purchase and Closing

Section 1.01 *Purchase*. The Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from the Seller at the Closing (as defined below) the Shares for \$4,750,000.00 (the “Aggregate Purchase Price”).

Section 1.02 *Closing*. The closing of the purchase of the Shares (“Closing”) by Buyer will occur three business days after the date hereof or at such other date as mutually agreed upon by the parties (any such date, the “Closing Date”). At or before the Closing:

- the Seller shall deliver or cause to be delivered to Buyer: (i) a stock certificate or certificates representing the Shares transferred hereunder duly endorsed for transfer or with executed stock powers attached, or (ii) appropriate instructions for book entry transfer of ownership of the Shares from the Seller to Buyer.
- Buyer shall deliver or cause to be delivered to the Seller payment by check or wire transfer of immediately available funds the Aggregate Purchase Price.

ARTICLE II  
Representations and Warranties of the Buyer

Buyer hereby represents and warrants to Seller on the date hereof and as of the Closing that:

Section 2.01 *Sophisticated Buyer*. Buyer is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to Seller.

Section 2.02 *Independent Investigation*. Buyer, in making the decision to buy the Shares, has not relied upon any oral or written representations or assurances from Seller or any of its representatives or agents other than as set forth in this Agreement. Buyer has had access to all of the filings made by the Company with the SEC pursuant to the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended, in each case to the extent available publicly via the SEC’s Electronic Data Gathering, Analysis and Retrieval system.

Section 2.03 *No Legal Advice from Seller*. Buyer acknowledges it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with Buyer's own legal counsel, investment and tax advisors. Buyer is not relying on any statements or representations of Seller or any of its representatives or agents for legal, tax or investment advice with respect to this Agreement or the transactions contemplated by the Agreement.

Section 2.04 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Seller in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Buyer.

Section 2.05 *Securities Law Compliance*. The Buyer has been advised that the offer and sale of the Shares has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other securities laws and, therefore, none of the Shares can be resold unless they are registered under the Securities Act and applicable securities laws or unless an exemption from such registration requirements is available. The Buyer understands that the Shares will be considered to be "restricted securities" under the Securities Act, and that, therefore, the Buyer will not be eligible to use Rule 144 promulgated under the Securities Act for at least six months after the Closing Date. The Buyer is purchasing the Shares for Buyer's own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof. The Buyer represents that it is an "accredited investor" as such term is defined in Rule 501 of Regulation D, promulgated under the Securities Act, and that the Buyer is not subject to the "Bad Actor" disqualification, as such terms is defined in Rule 506 of Regulation D, promulgated under the Securities Act.

ARTICLE III  
Representations and Warranties of the Seller

Seller hereby represents and warrants to Buyer on the date hereof and as of the Closing that:

Section 3.01 *Sophisticated Buyer*. Seller is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to the Buyer.

Section 3.02 *Ownership of Shares*. On the Closing Date, Seller will be the legal and beneficial owner of the Shares and will transfer to Buyer at the Closing good and marketable title to the Shares free and clear of any liens, claims, security interests, options, charges or any other encumbrance whatsoever.

Section 3.03 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Buyer in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Seller.

ARTICLE IV  
Acknowledgement; Waiver; Release

Section 4.01 *Acknowledgement; Waiver*. Buyer (i) acknowledges that Seller is an affiliate of the Company and may possess or have access to material non-public information which has not been communicated to Buyer; (ii) hereby waives any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against Seller or any of Seller's agents, affiliates, successors or assigns relating to any failure to disclose any non-public information in connection with the transactions contemplated by this Agreement, including without limitation, any such claims arising under the securities or other laws, rules and regulations, and (iii) is aware that Seller is relying on the foregoing acknowledgement and waiver in clauses (i) and (ii) above, respectively, in connection with the transactions contemplated by this Agreement.

ARTICLE V  
Miscellaneous

Section 5.01 *Counterparts; Facsimile*. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement or any counterpart may be executed via facsimile transmission, and any such executed facsimile copy shall be treated as an original.

Section 5.02 *Governing Law*. This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of New York. Each of the parties hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall, to the fullest extent applicable, be brought and enforced first in the Southern District of New York, then to such other court in the State of New York as appropriate and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Section 5.03 *Severability*. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Section 5.04 *Binding Effect; Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The Company is a third party beneficiary of Article VI of this Agreement.

Section 5.05 *Headings*. The descriptive headings of the Sections hereof are inserted for convenience only and do not constitute a part of this Agreement.

Section 5.06 *Entire Agreement; Changes in Writing*. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations and warranties, whether oral or written, among the parties hereto relating to the transaction contemplated hereby. Neither this Agreement nor any provision hereof may be changed or amended orally, but only by an agreement in writing signed by the other party hereto.

Section 5.07 *Notices*. Any notice or other communication under this Agreement shall be in writing and shall be considered given when (a) sent by telecopier, with receipt confirmed, (b) delivered personally, or (c) one business day after being sent by recognized overnight courier, to the parties at the addresses set forth on the signature page hereto (or at such other address as a party may specify by notice to the other).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth on the first page of this Agreement.

By: /s/ Ruifang Wu

Name: Ruifang Wu

Address:

Fax:

By: /s/ Long Deng

Name: Long Deng

Address:

Fax:

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this “Agreement”) is made as of this 14th day of June, 2018 by and between Hangfei Lin (“Buyer”) and Long Deng (“Seller”).

WHEREAS, Seller wishes to sell 57,361 shares (the “Shares”) of iFresh Inc. (the “Company”) common stock to the Buyer, and the Buyer wishes to purchase the Shares from the Seller.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I  
Purchase and Closing

Section 1.01 *Purchase*. The Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from the Seller at the Closing (as defined below) the Shares for \$544,929.50 (the “Aggregate Purchase Price”).

Section 1.02 *Closing*. The closing of the purchase of the Shares (“Closing”) by Buyer will occur three business days after the date hereof or at such other date as mutually agreed upon by the parties (any such date, the “Closing Date”). At or before the Closing:

- the Seller shall deliver or cause to be delivered to Buyer: (i) a stock certificate or certificates representing the Shares transferred hereunder duly endorsed for transfer or with executed stock powers attached, or (ii) appropriate instructions for book entry transfer of ownership of the Shares from the Seller to Buyer.
- Buyer shall deliver or cause to be delivered to the Seller payment by check or wire transfer of immediately available funds the Aggregate Purchase Price.

ARTICLE II  
Representations and Warranties of the Buyer

Buyer hereby represents and warrants to Seller on the date hereof and as of the Closing that:

Section 2.01 *Sophisticated Buyer*. Buyer is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to Seller.

Section 2.02 *Independent Investigation*. Buyer, in making the decision to buy the Shares, has not relied upon any oral or written representations or assurances from Seller or any of its representatives or agents other than as set forth in this Agreement. Buyer has had access to all of the filings made by the Company with the SEC pursuant to the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended, in each case to the extent available publicly via the SEC’s Electronic Data Gathering, Analysis and Retrieval system.

Section 2.03 *No Legal Advice from Seller*. Buyer acknowledges it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with Buyer's own legal counsel, investment and tax advisors. Buyer is not relying on any statements or representations of Seller or any of its representatives or agents for legal, tax or investment advice with respect to this Agreement or the transactions contemplated by the Agreement.

Section 2.04 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Seller in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Buyer.

Section 2.05 *Securities Law Compliance*. The Buyer has been advised that the offer and sale of the Shares has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other securities laws and, therefore, none of the Shares can be resold unless they are registered under the Securities Act and applicable securities laws or unless an exemption from such registration requirements is available. The Buyer understands that the Shares will be considered to be "restricted securities" under the Securities Act, and that, therefore, the Buyer will not be eligible to use Rule 144 promulgated under the Securities Act for at least six months after the Closing Date. The Buyer is purchasing the Shares for Buyer's own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof. The Buyer represents that it is an "accredited investor" as such term is defined in Rule 501 of Regulation D, promulgated under the Securities Act, and that the Buyer is not subject to the "Bad Actor" disqualification, as such terms is defined in Rule 506 of Regulation D, promulgated under the Securities Act.

ARTICLE III  
Representations and Warranties of the Seller

Seller hereby represents and warrants to Buyer on the date hereof and as of the Closing that:

Section 3.01 *Sophisticated Buyer*. Seller is sophisticated in financial matters and is able to evaluate the risks and benefits attendant to the sale of Shares to the Buyer.

Section 3.02 *Ownership of Shares*. On the Closing Date, Seller will be the legal and beneficial owner of the Shares and will transfer to Buyer at the Closing good and marketable title to the Shares free and clear of any liens, claims, security interests, options, charges or any other encumbrance whatsoever.

Section 3.03 *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Buyer in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Seller.

ARTICLE IV  
Acknowledgement; Waiver; Release

Section 4.01 *Acknowledgement; Waiver*. Buyer (i) acknowledges that Seller is an affiliate of the Company and may possess or have access to material non-public information which has not been communicated to Buyer; (ii) hereby waives any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against Seller or any of Seller's agents, affiliates, successors or assigns relating to any failure to disclose any non-public information in connection with the transactions contemplated by this Agreement, including without limitation, any such claims arising under the securities or other laws, rules and regulations, and (iii) is aware that Seller is relying on the foregoing acknowledgement and waiver in clauses (i) and (ii) above, respectively, in connection with the transactions contemplated by this Agreement.

ARTICLE V  
Miscellaneous

Section 5.01 *Counterparts; Facsimile*. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement or any counterpart may be executed via facsimile transmission, and any such executed facsimile copy shall be treated as an original.

Section 5.02 *Governing Law*. This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of New York. Each of the parties hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall, to the fullest extent applicable, be brought and enforced first in the Southern District of New York, then to such other court in the State of New York as appropriate and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Section 5.03 *Severability*. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Section 5.04 *Binding Effect; Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The Company is a third party beneficiary of Article VI of this Agreement.

Section 5.05 *Headings*. The descriptive headings of the Sections hereof are inserted for convenience only and do not constitute a part of this Agreement.

Section 5.06 *Entire Agreement; Changes in Writing*. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations and warranties, whether oral or written, among the parties hereto relating to the transaction contemplated hereby. Neither this Agreement nor any provision hereof may be changed or amended orally, but only by an agreement in writing signed by the other party hereto.

Section 5.07 *Notices*. Any notice or other communication under this Agreement shall be in writing and shall be considered given when (a) sent by telecopier, with receipt confirmed, (b) delivered personally, or (c) one business day after being sent by recognized overnight courier, to the parties at the addresses set forth on the signature page hereto (or at such other address as a party may specify by notice to the other).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth on the first page of this Agreement.

By: /s/ Hangfei Lin

Name: Hangfei Lin

Address:

Fax:

By: /s/ Long Deng

Name: Long Deng

Address:

Fax:

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