
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

August 13, 2018
Date of Report (Date of earliest event reported)

iFresh, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38013
(Commission File Number)

102-80-6434
(I.R.S. Employer
Identification No.)

2-39 54th Avenue
Long Island City, NY
(Address of Principal Executive Offices)

11101
(Zip Code)

Registrant's telephone number, including area code: **(718) 628 6200**

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

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:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On August 13, 2018, iFresh Inc. (the “Company”) and Horowitz and Rubenstein, LLC (the “Consultant”) entered into a Consulting Agreement (the “Agreement”). Pursuant to the Agreement, Consultant will provide to the Company consulting services on the topics of business development, mergers and acquisitions, and tax planning. In exchange, the Company will pay to the Consultant \$15,000.00. The Company will also issue to the Consultant 15,000 registered shares of the Company's common stock pursuant to the Company's registration statement on Form S-3. The Agreement has a term of three months.

Item 9.01 Financial Statements and Exhibits

Exhibit

No. Description

5.1 [Opinion of Loeb & Loeb LLP](#)

10.1 [Consulting Agreement with Horowitz and Rubenstein, LLC](#)

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.

Dated August 14, 2018

iFRESH, INC.

By: /s/ Long Deng

Name: Long Deng

Title: Chairman and Chief Executive Officer



Loeb & Loeb LLP

Main 212.407.4000
Fax 212.407.4990

345 Park Avenue
New York, NY 10154

August 14, 2018

iFresh Inc.
2-39 54th Avenue
Long Island City, NY 11101

Re: iFresh Inc.

Ladies and Gentlemen:

Reference is made to the registration statement on Form S-3 (File No. 333-224141) (the "Registration Statement") filed by iFresh Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), which Registration Statement was declared effective by the Commission on April 25, 2018. We are rendering this opinion in connection with the prospectus supplement dated August 10, 2018 by the Company with the Commission pursuant to Rule 424 under the Act (the "Prospectus Supplement"). The Prospectus Supplement relates to the offering and sale by the Company of 15,000 shares of the Company's common stock, \$0.0001 par value per share (the "Shares"). The Shares will be issued pursuant to a Consulting Agreement dated August 13, 2018 by and among the Company and the purchaser named therein (the "Purchase Agreement"). We understand that the Shares are to be offered and sold in the manner described in the Registration Statement and the Prospectus Supplement.

We have acted as securities counsel for the Company in connection with the preparation of the Registration Statement and Prospectus Supplement. In connection therewith, we have reviewed (a) the Registration Statement; (b) the Prospectus Supplement; (c) the Purchase Agreement (d) the Company's Articles of Incorporation, as amended; and (e) the Company's Bylaws..

In rendering our opinions set forth below, we have reviewed such corporate documents and records of the Company, such certificates of public officials and such other matters as we have deemed necessary or appropriate for purposes of this opinion letter. As to facts material to the opinions expressed herein, we have relied upon oral and written statements and representations of officers and other representatives of the Company. We also have assumed (a) the authenticity of all documents submitted to us as originals; (b) the conformity to the originals of all documents submitted to us as copies; (c) the genuineness of all signatures; (d) the legal capacity of natural persons; and (e) the truth, accuracy and completeness of the information, factual matters, representations and warranties contained in all of such documents.

Based upon such examination, and subject to the further assumptions, qualifications and limitations contained herein, it is our opinion that the Shares have been duly authorized and, when such Shares are issued and paid for in accordance with the terms of the Purchase Agreement and the Prospectus Supplement, will be validly issued, fully paid and non-assessable.

The foregoing opinions are limited to the statutory provisions of Delaware corporate law, including the rules and regulations underlying those provisions, all applicable provisions of the Delaware Constitution and all applicable judicial and regulatory determinations, and applicable federal laws of the United States of America, and we express no opinion as to the effect of the laws of any other jurisdiction, domestic or foreign. We are not rendering any opinion as to compliance with any federal or state antifraud law, rule, or regulation relating to securities, or to the sale or issuance thereof.

We hereby consent to the filing of this opinion letter with the Commission an exhibit to the Current Report on Form 8-K to be filed by the Company in connection with the issuance and sale of the Shares in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the reference to our firm in the Prospectus Supplement under the caption "Legal Matters." In giving such consent, we do not thereby admit that this firm is within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Loeb & Loeb LLP

Loeb & Loeb LLP

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into to be effective as of August 9, 2018 (the "Effective Date") by and between iFresh Inc. (IFMK) located at 2-39 54th Avenue, Long Island City, NY 11101 (the "Company") and Horowitz and Rubenstein, LLC located at 200 South Service Road, Suite 100, Roslyn Heights, NY 11577 (the "Consultant").

WHEREAS:

- A. The Consultant has the professional business and financial expertise and experience to assist the Company, and
- B. The Consultant is offering its services as a consultant to the Company; and
- C. The Company desires to retain the Consultant as an independent consultant and to memorialize the Consultant's work for the Company by entering into this written Agreement.
- D. The parties agree that this Agreement reflects the entire understanding and agreements between the parties hereto.

NOW, THEREFORE, in consideration of the premises and promises, warranties and representations herein contained, it is agreed as follows:

1. **DUTIES.** The Company hereby engages the Consultant and the Consultant hereby accepts engagement as a consultant. It is understood and agreed, and it is the express intention of the parties to this Agreement, that the Consultant is an independent contractor, and not an employee or agent of the Company for any purpose whatsoever. Consultant shall perform all duties and obligations as described on Exhibit A hereto and agrees to be available at such times as may be scheduled by the Company. It is understood, however, that the Consultant will maintain Consultant's own business in addition to providing services to the Company. The Consultant agrees to promptly perform all services required of the Consultant hereunder in an efficient, professional, trustworthy and businesslike manner. A description of the Consultant's services are attached hereto as Exhibit A and incorporated by reference herein. In such capacity, Consultant will utilize only materials, reports, financial information or other documentation that is approved in writing in advance by the Company.

2. **CONSULTING SERVICES & COMPENSATION.** Commencing on the Effective Date, the Consultant will be retained as a Consultant and independent contractor by and for the Company. For services rendered hereunder, the Consultant shall receive:

(a) Consultant receives an aggregate of fifteen thousand (15,000) registered, free trading shares of the Company's common stock (the "Shares") to be issued upon signing of this Agreement. The Company represents that these shares shall be delivered with prospectus pursuant to its approved and effective S-3 registration statement.

(b) Cash compensation of fifteen thousand dollars (\$15,000.00)

3. CONFIDENTIALITY. All knowledge and information of a proprietary and confidential nature relating to the Company which the Consultant obtains during the Consulting period, from the Company or the Company's employees, agents or Consultants shall be for all purposes regarded and treated as strictly confidential for so long as such information remains proprietary and confidential and shall be held in trust by the Consultant solely for the Company's benefit and use and shall not be directly or indirectly disclosed by the Consultant to any person without the prior written consent of the Company, which consent may be withheld by the Company in its sole discretion.

4. INDEPENDENT CONTRACTOR STATUS. Consultant understands that since the Consultant is not an employee of the Company, the Company will not withhold income taxes or pay any employee taxes on its behalf, nor will it receive any fringe benefits. The Consultant shall not have any authority to assume or create any obligations, express or implied, on behalf of the Company and shall have no authority to represent the Company as agent, employee or in any other capacity that as herein provided. The Consultant does hereby indemnify and hold harmless the Company from and against any and all claims, liabilities, demands, losses or expenses incurred by the Company if (1) the Consultant fails to pay any applicable income and/or employment taxes (including interest or penalties of whatever nature), in any amount, relating to the Consultant's rendering of consulting services to the Company, including any attorney's fees or costs to the prevailing party to enforce this indemnity or (2) Consultant takes any action or fails to take any action in accordance with the Company's instructions. The Consultant shall be responsible for obtaining workers' compensation insurance coverage and agrees to indemnify, defend and hold the Company harmless of and from any and all claims arising out of any injury, disability or death of the Consultant.

5. REPRESENTATIONS AND WARRANTIES. For purposes of this Agreement and the Shares, the Consultant represents and warrants as follows:

(a) The Consultant (i) has adequate means of providing for the Consultant's current needs and possible personal contingencies, (ii) is acquiring the Shares for investment and not with a view to their distribution and has no need for liquidity in this investment, (iii) is able to bear the substantial economic risks of an investment in the Shares for an indefinite period, (iv) at the present time, can afford a complete loss of such investment, and (v) is an "accredited investor" as defined in the Securities Act of 1933, as amended.

(b) The Consultant has a preexisting personal or business relationship with the Company or any of its directors or executive officers, or by reason of any business or financial experience or the business or financial experience of any professional advisors who are unaffiliated with and who are compensated by the Company or any affiliate or selling agent of the Company, directly or indirectly, could be reasonably assumed to have the capacity to protect the Consultant's interests in connection with the investment in the Company.

(c) The Consultant is aware that:

(i) The Shares are transferable under this Agreement and applicable securities laws based upon the effective S-3 registration statement on file with the Securities Exchange Commission ("SEC"); and

(ii) The Articles of Incorporation and Bylaws of the Company contain provisions that limit or eliminate the personal liability of the officers, directors and agents of the Company and indemnify such parties for certain damages relating to the Company, including damages in connection with the Shares and the good-faith management and operation of the Company.

(d) The Consultant acknowledges that the Shares are currently registered under an effective S-3 registration statement on file with the Securities and Exchange Commission ("SEC"). The Company represents that it shall take such steps as are necessary to ensure that the registration statement remains effective throughout the period of this Agreement and any extensions thereof and with respect to any further shares or warrants granted to Consultant.

(e) The Consultant has not been furnished any offering literature and has not been otherwise solicited by the Company.

(f) The Company and its officers, directors and agents have answered all inquiries that the Consultant has made of them concerning the Company or any other matters relating to the formation, operation and proposed operation of the Company and the offering and sale of the Shares.

(g) The Consultant, if a corporation, partnership, trust or other entity, is duly organized and in good standing in the state or country of its incorporation and is authorized and otherwise duly qualified to purchase and hold the Shares. Such entity has its principal place for business as set forth on the signature page hereof and has not been formed for the specific purpose of acquiring the Shares unless all of its equity owners qualify as accredited individual investors.

(h) All information that the Consultant has provided to the Company concerning the Consultant, the Consultant's financial position and the Consultant's knowledge of financial and business matters, or, in the case of a corporation, partnership, trust or other entity, the knowledge of financial and business matters of the person making the investment decision on behalf of such entity, including all information contained herein, is correct and complete as of the date set forth at the end hereof and may be relied upon, and if there should be any material adverse change in such information prior to this subscription being accepted, the Consultant will immediately provide the Company with such information.

(i) The Consultant certifies, under penalties of perjury (i) that the taxpayer identification number shown on the signature page of this Agreement is true, correct and complete, and (ii) that the Consultant is not subject to backup withholding as a result of a failure to report all interest or dividends, or because the Internal Revenue Service has notified the Consultant that the Consultant is no longer subject to backup withholding.

(j) In rendering the services hereunder and in connection with the Shares, the Consultant agrees to comply with all applicable federal and state securities laws, the rules and regulations thereunder, the rules and regulations of any exchange or quotation service on which the Company's securities are listed and the rules and regulations of the Financial Industry Regulatory Authority.

6. TERM. The term of this agreement shall be for 3 months.

7. NO THIRD PARTY RIGHTS. The parties warrant and represent that they are authorized to enter into this Agreement and that no third parties, other than the parties hereto, have any interest in any of the services or the Shares contemplated hereby.

8. ABSENCE OF WARRANTIES AND REPRESENTATIONS. Each party hereto acknowledges that they have signed this Agreement without having relied upon or being induced by any agreement, warranty or representation of fact or opinion of any person not expressly set forth herein. All representations and warranties of either party contained herein shall survive its signing and delivery.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

10. ATTORNEY'S FEES. In the event of any controversy, claim or dispute between the parties hereto, arising out of or in any manner relating to this Agreement, including an attempt to rescind or set aside, the prevailing party in any action brought to settle such controversy, claim or dispute shall be entitled to recover reasonable attorney's fees and costs.

11. ARBITRATION. Any controversy between the parties regarding the construction or application of this Agreement, any claim arising out of this Agreement or its breach, shall be submitted to arbitration in New York City, NY before one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, upon the written request of one party after service of that request on the other party. The cost of arbitration shall be borne by the losing party. The arbitrator is also authorized to award attorney's fees to the prevailing party.

12. VALIDITY. If any paragraph, sentence, term or provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity enforceability of any other paragraph, sentence, term and provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by the parties hereto by written amendment to preserve its validity.

13. ON-DISCLOSURE OF TERMS. The terms of this Agreement shall be kept confidential, and no party, representative, attorney or family member shall reveal its contents to any third party except as required by law or as necessary to comply with law or preexisting contractual commitments.

14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and cannot be altered or amended except by an amendment duly executed by all parties hereto. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and personal representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

IFresh Inc.

Horowitz and Rubenstein, LLC

Xin He, CFO

Steven A. Horowitz, Member

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

The Consultant agrees, to the extent reasonably required in the conduct of its business with the Company, to place at the disposal of the Company its judgment and experience and to provide business development, merger and acquisition guidance and advisory services, tax planning and reorganization services to the Company including, but not limited, to, the following:

- (i) review the Company's financial requirements and structure;
- (ii) analyze and assess alternatives for the Company's financial requirements and strategic partnership opportunities;
- (iii) provide introductions to professional analysts and money managers;
- (iv) assist the Company in financing arrangement to be determined and governed by separate and distinct financing agreements and investors;
- (v) provide analysis of the Company's industry and competitors in the form of general industry reports provided directly to Company;
- (vi) assist the Company in developing corporate partnering relationships; and
- (vii) provide a weekly status report via e-mail detailing names, contact information and feedback.