
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 17, 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 17, 2018, iFresh Inc. (the “Company”) and Mr. Ted Karkus (the “Investor”) entered into a common stock purchase agreement (the “Purchase Agreement”). Pursuant to the Purchase Agreement, the Investor purchased 350,000 shares of the Company’s common stock for \$700,000.00.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
5.1	Opinion of Loeb & Loeb LLP
10.1	Common Stock Purchase Agreement dated August 17, 2018, between iFresh Inc. and Ted Karkus

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 23, 2018

iFRESH, INC.

By: /s/ Long Deng

Name: Long Deng

Title: Chairman and Chief Executive Officer



Loeb & Loeb LLP
345 Park Avenue
New York, NY 10154

Main 212.407.4000
Fax 212.407.4990

August 21, 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 17, 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 350,000 shares of the Company's common stock, \$0.0001 par value per share (the "Shares"). The Shares will be issued pursuant to a Stock Purchase Agreement dated August 17, 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

STOCK PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement"), effective on the date of execution by the last party to execute it (the "Effective Date") is entered into by and between **iFresh Inc.**, a Delaware corporation (the "Company"), and **Ted Karkus** (the "Investor").

RECITALS

Investor wishes to purchase from Company, and Company wishes to issue to Investor, 350,000 shares (the "Shares") of the Company's Common Stock, par value \$0.0001 per share in exchange for the Investor's payment to the Company of \$700,000.00.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Purchase. Company agrees to sell and issue to Investor, and Investor agrees to buy from Company, the Shares pursuant to the terms of this Section 1.

(a) Payment. On or before August 17, 2018, Investor shall pay to Company by wire the amount of \$700,000.00 (the "Payment").

(b) Stock Issue. Within 1 business day of the day that the Company receives the Investor's Payment, the Company shall direct the Company's transfer agent to issue to a brokerage account of the Investor's choice 350,000 shares of the Company's Common Stock.

2. Representations and Warranties of Company. The Company represents and warrants to the Investor that:

(a) Due Incorporation, Qualification, etc. The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted and proposed to be conducted; and (iii) is duly qualified and licensed to do business and in good standing in each jurisdiction in which the failure to be so qualified or licensed would have a material adverse effect.

(b) Authority. All corporate action required to be taken by the Company's Board of Directors in order to authorize the Company to enter into this Agreement and to issue the Shares has been taken. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby (i) are within the power of the Company and (ii) have been duly authorized by all necessary actions on the part of the Company.

(c) Issuance of Securities. The issuance of the Shares has been duly authorized and when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly and validly issued, fully paid and nonassessable and free and clear of all liens, other than restrictions on transfer imposed by applicable securities laws, and shall not be subject to preemptive or similar rights. Assuming the accuracy of the representations and warranties of the Investor in this Agreement, the Shares will be issued in compliance with all applicable federal and state securities laws. The Shares are being sold pursuant to the existing shelf registration statement on Form S-3 (File No. 333-224141, the “**Shelf Registration Statement**”).

3. Representations and Warranties of Investor. The Investor represents and warrants to the Company upon the acquisition of the Shares as follows:

(a) Organization and Authority of Investors. The execution and delivery of this Agreement by the Investor, the performance by the Investor of its obligations hereunder and the consummation by the Investor of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Investor.

(b) Binding Obligation. This Agreement has been duly executed and delivered by the Investor, and (assuming due authorization, execution and delivery by the Company) this Agreement constitutes the legal, valid and binding obligation of the Investor, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(c) Investment Experience. The Investor acknowledges that it has prior investment experience, including investments in non-listed and non-registered securities and is able to evaluate the merits and risks of such an investment, and the Investor represents that it understands the highly speculative nature of this investment which may result in the loss of the total amount of such investment. The Investor has the requisite knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of such investment.

(d) No General Solicitation. The Investor acknowledges that it is not acquiring the Shares as a result of any general solicitation or advertising.

4. Covenants.

(a) Filing of Form 8-K and Prospectus Supplement. The Company agrees that it shall, within the time required under the Securities Exchange Act of 1934, as amended (the “**1934 Act**”), file a Current Report on Form 8-K disclosing this Agreement and the transaction contemplated hereby. The Company shall file within two 2 business days from the date hereof the prospectus supplement to the Shelf Registration Statement covering the sale of the Shares (the “**Prospectus Supplement**”) in accordance with the terms of the Agreement.

5. Miscellaneous.

(a) Waivers and Amendments. Any provision of this Agreement may be amended, waived or modified only upon the written consent of Company and a Majority in Interest.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, and without giving effect to choice of laws provisions that would result in the application of the substantive law of another jurisdiction.

(c) JURISDICTION; SERVICE; WAIVERS. ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT ONLY IN A COURT OF RECORD OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK. THE PARTIES TO THIS AGREEMENT HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OF THE STATE OF NEW YORK, AND SERVICE OF PROCESS MAY BE MADE UPON THE PARTIES TO THIS AGREEMENT BY MAILING A COPY OF THE SUMMONS AND ANY COMPLAINT TO SUCH PERSON, BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT ITS ADDRESS TO BE USED FOR THE GIVING OF NOTICES UNDER THIS AGREEMENT. BY ACCEPTANCE HEREOF, THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OR MAINTAINING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION.

(d) Survival. The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

(e) Entire Agreement. This Agreement constitutes and contains the entire agreement among Company and the Investor and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(f) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing and faxed, mailed or delivered to each party as follows:

(i) if to the Investor, at:.

Ted Karkus

or

(ii) if to the Company, at:

iFresh Inc.
Attn: Long Deng
2-39 54th Avenue
Long Island City, New York
Telephone: 718-628-6200
legal@ifreshmarket.com

or at such other address or facsimile number as the Company shall have furnished to the Investor in writing. All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, postage prepaid and addressed as aforesaid, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed or sent by e-mail, upon confirmation of receipt.

(g) Severability. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(h) Headings. Article, section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

COMPANY:

iFRESH INC.

By: _____
Name: Long Deng
Title: CEO
Date: _____

**OMNIBUS INVESTOR SIGNATURE PAGE TO
IFRESH, INC.
PURCHASE AGREEMENT**

The undersigned, in its capacity as an Investor, hereby executes and delivers the Purchase Agreement to which this signature page is attached and agrees to be bound by the Purchase Agreement on the date set forth on the first page of the Purchase Agreement. This counterpart signature page, together with all counterparts of the Purchase Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Purchase Agreement.

Investor
Ted Karkus

/s/

Date: _____

Mailing Address: _____

Telephone No.: _____

Email Address: _____

Taxpayer ID Number: _____