

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): June 29, 2026

**AVALON GLOBOCARE CORP.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction

of incorporation)

**001-38728**

(Commission File Number)

**47-1685128**

(I.R.S. Employer

Identification Number)

**4400 Route 9 South, Suite 3100, Freehold, NJ 07728**

(Address of principal executive offices)

**(732) 780-4400**

(Registrant's telephone number, including area code)

**N/A**

(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 (see General Instruction A.2.)

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	ALBT	The Nasdaq Capital Market

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 June 30, 2026, Avalon GloboCare Corp., a Delaware corporation (the "Company") entered into a securities purchase agreement (the "Purchase Agreement") with Allen O. Cage Jr., an individual accredited investor (the "Investor"), pursuant to which the Company agreed to issue and sell to the Investor (i) 400 shares of the Company's Series F Convertible Preferred Stock, par value \$0.0001 per share (the "Series F Preferred Stock"), having a stated value of \$1,000.00 per share, and (ii) 200,000 shares of the Company's common stock, par value \$0.0001 per share (the "Commitment Shares"), as additional consideration for the Investor's purchase of the Series F Preferred Stock, for an aggregate purchase price of \$400,000.00. The Series F Preferred Stock is convertible into shares of the Company's common stock at a conversion price of \$0.50 per share. The transactions contemplated by the Purchase Agreements closed on July 2, 2026.

The Series F Preferred Stock is subject to mandatory redemption of 25% of the then outstanding shares on each of October 1, 2026, November 1, 2026, December 1, 2026 and January 1, 2027, at a redemption price per share equal to 125% of the stated value; provided that a holder may elect to convert shares subject to mandatory redemption into common stock in accordance with the terms of the Series F Certificate of Designations (as defined below) at any time prior to the applicable mandatory redemption date. The conversion of the Series F Preferred Stock is subject to a beneficial ownership limitation of 4.99% of the outstanding shares of common stock. The Series F Preferred Stock ranks senior to the Company's common stock and junior to any other class or series of capital stock of the Company with respect to liquidation preference.

The Purchase Agreement contains customary representations, warranties and covenants of the Company and the Investor. The closing of the transactions contemplated in the Purchase Agreement is expected to occur on July 2, 2026.

The securities were offered and sold in reliance upon the exemption from registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended, and Rule 506(b) promulgated thereunder.

The foregoing description of the terms of the Purchase Agreement, and the transactions contemplated thereby, does not purport to be complete and is qualified in its entirety by reference to the copy of the Securities Purchase Agreement, filed hereto as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

**Item 3.02 - Unregistered Sale of Equity Securities.**

Reference is made to the disclosure under Item 1.01 above relating to the issuance of each of the Series F Preferred Stock and the Commitment Shares which is hereby incorporated in this Item 3.02 by reference.

The shares of Series F Preferred Stock, the shares issuable upon conversion of the Series F Preferred Stock and the Commitment Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state, and are being offered and sold in reliance on the exemption from registration under the Securities Act, afforded by Section 4(a)(2) and/or Rule 506 promulgated thereunder.

On June 29, 2026, the Company issued 150,000 restricted shares of Common Stock to a consultant of the Company in exchange for services rendered.

On June 29, 2026, the Company issued three year options ("Options") to purchase 400,000 shares of Common Stock pursuant to the Plan to consultants in consideration of services rendered to the Company and having an exercise price of \$0.2820 per share.

On July 1, 2026, the Company issued 200,000 shares of Common Stock in consideration a waiver.

On July 2, 2026, the Company issued an aggregate 750,000 restricted shares of Common Stock to consultants of the Company in exchange for services rendered.

Reference is made to the disclosure of under Item 5.02 above relating to the issuance of the options to officers and directors which is hereby incorporated in this Item 3.02 by reference.

The securities described above have not been registered under the Securities Act, or the securities laws of any state, and were offered and sold in reliance on the exemption from registration under the Securities Act afforded by Section 4(a)(2) thereof.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers**

On June 29, 2026, the Company's issued three-year options (the "Options") to purchase 1,150,000 shares of the Company's Common Stock pursuant to the 2026 Equity Plan (the "Plan") to the following officers of the Company: (i) options to purchase 400,000 shares to Luisa Ingargiola, Chief Strategy Officer; (ii) options to purchase 400,000 shares to Meng Li, interim Chief Executive Officer and (iii) options to purchase 350,000 shares of common stock to Brio Financial and Sam Knipper, Chief Financial Officer as consideration for services rendered and having the exercise price equal to \$0.2820 per share of Common Stock.

On June 29, 2026, the Company issued Options to purchase 600,000 share of the Company's Common Stock to its non-employee directors.in consideration of services rendered to the Company and having an exercise price of \$0.2820 per share of Common Stock

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

On July 2, 2026, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of Series F Convertible Preferred Stock (the "Series F Certificate of Designations") with the Secretary of State of the State of Delaware, designating 5,000 shares of the Company's authorized preferred stock as Series F Convertible Preferred Stock, par value \$0.0001 per share (the "Series F Preferred Stock"). Of the 5,000 authorized shares, 400 shares were issued as of the original issue date. The material terms of the Series F Preferred Stock are summarized below.

*Stated Value and Ranking.* Each share of Series F Preferred Stock has a stated value of \$1,000.00. The Series F Preferred Stock ranks (i) senior to the Company's common stock and any other class or series of capital stock hereafter created that by its terms ranks junior to the Series F Preferred Stock, and (ii) junior to any other class or series of capital stock of the Company.

*Dividends.* No dividends are payable on the Series F Preferred Stock, except for stock dividends or distributions for which adjustments are made to the conversion price.

*Voting Rights.* Holders of Series F Preferred Stock have no voting power except as otherwise required by the Delaware General Corporation Law. However, for so long as any shares of Series F Preferred Stock are outstanding, the Company may not, without the affirmative vote of the holders of a majority of the then outstanding shares of Series F Preferred Stock, voting as a separate class, (a) alter or change adversely the powers, preferences or rights of the Series F Preferred Stock, (b) increase the number of authorized shares of Series F Preferred Stock, or (c) enter into any agreement with respect to any of the foregoing.

*Liquidation Preference.* Upon any liquidation, dissolution or winding-up of the Company, holders of Series F Preferred Stock are entitled to receive, prior to any distribution to holders of common stock, an amount equal to 100% of the stated value per share.

*Conversion Rights.* Each share of Series F Preferred Stock is convertible, at the option of the holder, at any time after the Shareholder Approval is obtained, into shares of common stock at a conversion price of \$0.50 per share, subject to adjustment. No fractional shares of common stock will be issued upon conversion; in lieu thereof, the Company will pay cash or round up to the next whole share, at the Company's option. The conversion of the Series F Preferred Stock is subject to a beneficial ownership limitation of 4.99% of the outstanding shares of common stock. The Company is not required to issue any shares of common stock upon conversion of the Series F Preferred Stock until the Shareholder Approval is obtained.

*Anti-Dilution Adjustments.* The conversion price is subject to proportional adjustment in the event of stock dividends, stock splits, reverse stock splits, combinations, reclassifications and similar events. In the event of any recapitalization, reorganization, consolidation, merger or sale of all or substantially all of the Company's assets, holders of Series F Preferred Stock will be entitled to receive, upon conversion, the same kind and amount of stock, securities or other assets or property that holders of common stock would receive in connection with such transaction.

*Mandatory Redemption.* The Company is required to redeem 25% of the then outstanding shares of Series F Preferred Stock on each of October 1, 2026, November 1, 2026, December 1, 2026 and January 1, 2027, at a redemption price per share equal to 125% of the stated value. A holder may elect to convert shares subject to mandatory redemption into shares of common stock at any time prior to the applicable mandatory redemption date, and any shares so converted will reduce the number of shares subject to redemption on such date on a share-for-share basis.

The foregoing description of the Series F Certificate of Designations does not purport to be complete and is qualified in its entirety by reference to the full text of the Series F Certificate of Designations, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statement and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
3.1	<a href="#">Certificate of Designation of Series F Convertible Preferred Stock</a>
10.1	<a href="#">Securities Purchase Agreement, between the Company and Allen O Cage Jr., dated as of June 30, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**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.

**AVALON GLOBOCARE CORP.**

Dated: July 2, 2026

By: /s/ Sam Knipper  
Name: Sam Knipper  
Title: Chief Financial Officer

**AVALON GLOBOCARE CORP.**  
**CERTIFICATE OF DESIGNATION OF PREFERENCES,**  
**RIGHTS AND LIMITATIONS**  
**OF**  
**SERIES F CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 151(G) OF THE  
DELAWARE GENERAL CORPORATION LAW

Pursuant to Section 151 of the General Corporation Law of the State of Delaware, **AVALON GLOBOCARE CORP.**, a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**” or “**Company**”), hereby certifies that the Board of Directors of the Corporation (the “**Board of Directors**” or the “**Board**”), pursuant to authority of the Board of Directors as required by applicable law, and in accordance with the provisions of its Amended and Restated Certificate of Incorporation, as amended (the “**Certificate of Incorporation**”), and Amended and Restated Bylaws, as amended, has authorized and hereby authorizes a series of the Corporation’s previously authorized preferred stock, par value \$0.0001 per share (the “**Preferred Stock**”), and hereby states the designation and number of shares, and fixes the voting powers, designations, preferences, limitations, restrictions and relative rights thereof, as follows:

FIRST: The Certificate of Incorporation of the Corporation authorizes the issuance by the Corporation of 100,000,000 shares of common stock, \$0.0001 par value per share, and 10,000,000 shares of Preferred Stock, and, further, authorizes the Board of Directors of the Corporation, to provide for the issue of all or any of the shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designation, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such shares and as may be permitted by the Delaware General Corporation Law.

SECOND: By unanimous written consent of the Board of Directors of the Corporation dated June 26, 2026, the Board of Directors approved the designation of 5,000 shares of the Preferred Stock as Series F Convertible Preferred Stock, par value \$0.0001 per share, pursuant to a resolution providing that a series of preferred stock of the Corporation be and hereby is created, and that the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series and the qualifications, limitations and restrictions thereof are as follows:

**SERIES F CONVERTIBLE PREFERRED STOCK**

Capitalized terms used and not otherwise immediately defined are defined in Section 9 below.

1. Designation, Amount, Par Value and Subordination. The series of preferred stock shall be designated as Series F Convertible Preferred Stock (the “**Series F Preferred Stock**”) and the number of shares so designated shall be 5,000 (which shall not be subject to increase without the written consent of the holders of a majority of the then outstanding shares of the Series F Preferred Stock voting as a separate class (each, a “**Holder**” and collectively, the “**Holders**”). Of the 5,000 authorized shares of Series F Preferred Stock, 400 shares shall be issued as of the original issue date. Each share of Series F Preferred Stock shall have a par value of \$0.0001 per share and a stated value equal to \$1,000.00 (the “**Stated Value**”). The Series F Preferred Stock shall rank (i) senior to the Common Stock and any other class or series of capital stock of the Corporation hereafter created, the terms of which specifically provide that such class or series shall rank junior to the Series F Preferred Stock, and (ii) junior to any other class or series of capital stock of the Corporation.

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2. Dividends. Except for stock dividends or distributions for which adjustments are to be made pursuant to Section 6 of this Certificate of Designation, no other dividends shall be paid on shares of Series F Preferred Stock.

3. Voting.

a. Voting Rights. The Holders of Series F Preferred Stock have no voting power except as otherwise required by the Delaware General Corporation Law. Notwithstanding the foregoing, in addition, as long as any shares of Series F Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Series F Preferred Stock, voting as a separate class, (a) alter or change adversely the powers, preferences or rights given to the Series F Preferred Stock in this Certificate of Designation, (b) increase the number of authorized shares of Series F Preferred Stock, or (c) enter into any agreement with respect to any of the foregoing.

4. Liquidation, Dissolution, or Winding-Down.

a. Payments to Holders of Series F Preferred Stock. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "**Liquidation**"), the Holders shall be entitled to receive out of the assets available for distribution to stockholders, (i) after and subject to the payment in full of all amounts required to be distributed to the holders of another class or series of stock of the Corporation ranking on liquidation prior and in preference to the Series F Preferred Stock, (ii) ratably with any class or series of stock ranking on liquidation on parity with the Series F Preferred Stock and (iii) in preference and priority to the holders of the shares of Common Stock, an amount equal to 100% of the Stated Value and no more, in proportion to the full and preferential amount that all shares of the Series F Preferred Stock are entitled to receive. The Corporation shall mail written notice of any such Liquidation not less than 20 days prior to the payment date stated therein, to each Holder.

5. Conversion. The holders of Series F Preferred Stock shall have conversion rights as follows.

a. Optional Conversion. Each share of Series F Preferred Stock shall be convertible at the option of the Holder thereof, in whole or in part, at any time after the Shareholder Approval (as defined in this Certificate of Designation) is obtained by the Company, without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value by the Conversion Price (the "**Preferred Share Conversion Amount**"). The "Conversion Price" shall mean \$0.50 per share, subject to adjustment as provided in Section 6 hereof.

b. Notice of Conversion. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a “**Notice of Conversion**”). Each Notice of Conversion shall specify the number of shares of Series F Preferred Stock to be converted, the number of shares of Series F Preferred Stock owned prior to the conversion at issue, the number of shares of Series F Preferred Stock owned subsequent to the conversion at issue and the Conversion Date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers such Notice of Conversion to the Corporation. If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered to the Corporation hereunder. To effect conversions of shares of Series F Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing such shares of Series F Preferred Stock to the Corporation unless all of the shares of Series F Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Series F Preferred Stock promptly following the Conversion Date at issue. Certificates representing the Series F Preferred Stock shall have the following legend:

**THE HOLDER AND ANY ASSIGNEE OR TRANSFEREE, BY ACCEPTANCE OF THIS STOCK CERTIFICATE, ACKNOWLEDGE AND AGREE THAT, PURSUANT TO THE CERTIFICATE OF DESIGNATION, PREFERENCES AND RIGHTS OF THE SERIES F CONVERTIBLE PREFERRED STOCK, THE NUMBER OF SHARES REFLECTED ON THE FACE OF THIS CERTIFICATE MAY NOT BE THE ACTUAL NUMBER OF SHARES HELD BY THE HOLDER OR ASSIGNEE. PLEASE INQUIRE WITH THE CORPORATION AS TO THE ACTUAL NUMBER OF SHARES EVIDENCED BY THIS CERTIFICATE.**

c. Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series F Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors, or round-up to the next whole number of shares, at the Corporation’s option. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series F Preferred Stock the Holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

d. Mechanics of Conversion.

i. Issuance of Common Stock upon Conversion. Not later than five (5) Trading Days after each Conversion Date (the “**Share Delivery Date**”), the Corporation shall issue, or cause to be issued, to the converting Holder the number of shares of Common Stock being acquired upon the conversion of shares of Series F Preferred Stock, in uncertificated book-entry form on the stock ledger of the Corporation’s Common Stock, and shall send to the registered holder of such shares of Common Stock any notice or statement required by the Delaware General Corporation Law. All shares of Series F Preferred Stock which shall have been converted as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Share Delivery Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor as provided herein, and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided herein.

e. Reservation of Shares Issuable upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Series F Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders of the Series F Preferred Stock, such aggregate number of shares of the Common Stock as shall be issuable upon the conversion of all outstanding shares of Series F Preferred Stock (excluding the Beneficial Ownership Limitation). The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue in accordance with the terms herein, be duly authorized, validly issued, fully paid and non-assessable.

f. Beneficial Ownership Limitations. Notwithstanding anything to the contrary contained herein, a Holder shall not have the right to convert any portion of the Series F Preferred Stock, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "**Attribution Parties**")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined herein). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Holder's Series F Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the remaining, nonconverted portion of the Series F Preferred Stock beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 5(f), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act, it being acknowledged by the Holder that the Holder is solely responsible for any schedules required to be filed in accordance therewith. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act. For purposes of this Section 5(f), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the SEC, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. The "**Beneficial Ownership Limitation**" shall be 4.99% of the number of shares of the Common Stock outstanding at the time of the respective calculation hereunder.

6. Certain Adjustments.

a. Subdivision or Combination of Stock, etc. If the Company, at any time, (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to the immediately preceding sentence shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b. Reorganization, Reclassification, Consolidation, Merger or Sale. At any time while the Series F Preferred Stock is outstanding, if any recapitalization, reclassification or reorganization of the capital stock of the Corporation, or any consolidation or merger of the Corporation with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or other assets or property (an "**Organic Change**"), then lawful and adequate provisions shall be made by the Corporation whereby the Holders shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Corporation immediately theretofore purchasable and receivable upon the conversion of the Series F Preferred Stock) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full conversion of the Series F Preferred Stock (excluding the Beneficial Ownership Limitation). In the event of any Organic Change, appropriate provision shall be made by the Corporation with respect to the rights and interests of the Holders to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Conversion Price) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the conversion thereof. To the extent necessary to effect the foregoing provisions, the successor corporation (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument executed and mailed or delivered to each Holder at the last address of such Holder appearing on the books of the Corporation, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Corporation shall cause to be mailed to each Holder at its last address as it shall appear on the books and records of the Corporation, at least ten (10) calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. Each Holder is entitled to convert such Holder's Series F Preferred Stock during the ten (10)-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

c. Adjustment to Conversion Price. The Conversion Price shall be adjusted consistent with the provisions of this Section 6 should any of the events described in this Section 6 take place. Upon the occurrence of each adjustment or readjustment pursuant to this Section 6, the Corporation at its expense shall, within ten (10) calendar days of the occurrence of the respective event described in this Section 6, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the Conversion Price as so adjusted and the number of shares of Common Stock issuable upon conversion of the Series F Preferred Stock at such adjusted Conversion Price.

7. Reserved.

8. Mandatory Redemption. The Corporation shall redeem an aggregate of 25% of the then outstanding shares of Series F Preferred Stock (each, a **Mandatory Redemption Amount**) at a redemption price per share equal to 125% of the Stated Value (the **Mandatory Redemption Price**) on each of October 1, 2026, November 1, 2026, December 1, 2026 and January 1, 2027 (each, a **Mandatory Redemption Date**). For purposes of calculating the Mandatory Redemption Amount on each Mandatory Redemption Date, the number of shares of Series F Preferred Stock outstanding shall be determined after giving effect to (i) any prior redemptions pursuant to this Section 8 and (ii) any conversions of shares of Series F Preferred Stock into shares of Common Stock pursuant to Section 5 hereof effected prior to such Mandatory Redemption Date; provided, that any shares so converted shall not be subject to redemption hereunder. If any Mandatory Redemption Date falls on a day that is not a Business Day, the applicable payment shall be due on the next succeeding Business Day. The Corporation shall provide written notice to each Holder of record of shares of Series F Preferred Stock subject to mandatory redemption not less than ten (10) Trading Days prior to each Mandatory Redemption Date, specifying the number of shares to be redeemed from such Holder and the aggregate Mandatory Redemption Price payable with respect thereto. The Corporation shall pay the Holder the Mandatory Redemption Price for each Mandatory Redemption Amount in cash on each Mandatory Redemption Date. All shares of Series F Preferred Stock so redeemed shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate on the applicable Mandatory Redemption Date, except only the right of the Holders thereof to receive the Mandatory Redemption Price. Notwithstanding the foregoing, a Holder may elect to convert any shares of Series F Preferred Stock subject to mandatory redemption into shares of Common Stock in accordance with Section 5 hereof at any time prior to the applicable Mandatory Redemption Date, and any shares so converted prior to such Mandatory Redemption Date shall reduce the number of shares subject to redemption on such Mandatory Redemption Date on a share-for-share basis.

9. Status of Series F Preferred Stock Converted or Reacquired. Shares of Series F Preferred Stock converted into Common Stock or reacquired by the Corporation in any manner, including shares purchased or redeemed, shall (upon compliance with any applicable provisions of the laws of the State of Delaware) have the status of authorized and unissued shares of the class of Preferred Stock undesignated as to series, and may be redesignated and reissued as part of any series of the Preferred Stock.

10. Definitions. As used herein, the following terms shall have the following meanings:

- a. **"Affiliate"** means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 144 under the Securities Act. With respect to a Holder, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Holder will be deemed to be an Affiliate of such Holder.
- b. **"Business Day"** means any day except Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

- c. **“Common Stock”** means the Corporation’s common stock, par value \$0.0001 per share.
- d. **“Common Stock Equivalents”** means any securities of the Corporation which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.
- e. **“Conversion Date”** with respect to any share of Series F Preferred Stock means any day on which such share is to be converted into Common Stock pursuant to Section 5.
- f. **“Conversion Price”** means \$0.50 per share of Common Stock, subject to adjustment as provided in Section 6 hereof, as further described in Section 5(a).
- g. **“Conversion Shares”** means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series F Preferred Stock in accordance with the terms hereof.
- h. **“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- i. **“Person”** shall mean any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.
- j. **“Principal Market”** shall mean the principal securities exchange or trading market where such Common Stock is listed or traded, including, but not limited to, any tier of the OTC Markets, any tier of the NASDAQ Stock Market (including NASDAQ Capital Market), or the NYSE American, or any successor to such markets.
- k. **“SEC”** means the United States Securities and Exchange Commission.
- l. **“Rule 144”** means Rule 144 promulgated by the SEC under the Securities Act.
- m. **“Shareholder Approval”** means the approval of the issuance of the Conversion Shares pursuant to the rules of the Nasdaq Stock Market.
- n. **“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- o. **“Trading Day”** means any day on which the Common Stock is traded on the Principal Market.

11. Governing Law. This Certificate of Designation shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Certificate of Designation shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any action brought by the Company concerning the transactions contemplated by this Certificate of Designation or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in a state or federal court located in the State of Delaware. Any action brought by the Holder concerning the transactions contemplated by this Certificate of Designation or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in either (a) a state or federal court located in the State of Delaware, or (b) a state or federal court located in the State of New York. Notwithstanding anything in the foregoing to the contrary, nothing herein shall limit, or shall be deemed or construed to limit, the ability of the Holder to realize on any collateral or any other security, or to enforce a judgment or other court ruling in favor of the Holder, including through a legal action in any court of competent jurisdiction. The Company hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any objection to jurisdiction and venue of any action instituted hereunder, any claim that it is not personally subject to the jurisdiction of any such court, and any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper (including, but not limited to, based upon *forum non conveniens*). **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS CERTIFICATE OF DESIGNATION OR ANY TRANSACTIONS CONTEMPLATED HEREBY**. The Company irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Certificate of Designation or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to Company at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The prevailing party in any action or dispute brought in connection with this Certificate of Designation or any other agreement, certificate, instrument or document contemplated hereby or thereby shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Certificate of Designation shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Certificate of Designation in that jurisdiction or the validity or enforceability of any provision of this Certificate of Designation in any other jurisdiction.

12. Shareholder Approval. Notwithstanding anything to the contrary in this Certificate of Designation, until the Shareholder Approval is obtained by the Company, the Company shall not be required to issue, and shall not issue, any Common Stock upon conversion of the Series F Preferred Stock.

13. Severability. If any word, phrase, provision or clause of this Certificate of Designation is deemed to be invalid, illegal, or unenforceable, only such specific content shall be deemed stricken from this Certificate of Designation and all remaining language, content, rights, restrictions and privileges of this Certificate of Designation shall remain in effect. If any word, phrase, provision or clause of this Certificate of Designation is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Certificate of Designation, Preferences and Rights of Series F Preferred Stock has been executed by a duly authorized officer of the Corporation on June 26, 2026.

**AVALON GLOBOCARE CORP.**

By: /s/ Sam Knipper  
Name: Sam Knipper  
Title: Chief Financial Officer

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ANNEX A

NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF SERIES F PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series F Preferred Stock indicated below into shares of common stock, \$0.0001 par value per share (the "Common Stock"), of **AVALON GLOBOCARE CORP.**, a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion:

Number of shares of Series F Preferred Stock owned prior to Conversion: \_\_\_\_\_

Number of shares of Series F Preferred Stock to be Converted: \_\_\_\_\_

Stated Value of shares of Series F Preferred Stock to be Converted: \_\_\_\_\_

Number of shares of Series F Preferred Stock to be owned subsequent to Conversion: \_\_\_\_\_

Number of shares of Common Stock to be issued upon Conversion: \_\_\_\_\_

[HOLDER]

\_\_\_\_\_  
Name:

Title:

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## SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the “Agreement”), dated as of June 30, 2026, by and between **AVALON GLOBOCARE CORP.**, a Delaware corporation, with headquarters located at 4400 Route 9 South, Suite 3100, Freehold, NJ 07728 (the “Company”), and the investor identified in the signature page thereto (the “Buyer”, and collectively with the Company, the “Parties”).

**WHEREAS:**

A. The Company and the Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the “1933 Act”) and Rule 506(b) promulgated by the United States Securities and Exchange Commission (the “SEC”) under the 1933 Act;

B. The Company has authorized the issuance of shares of convertible preferred stock of the Company classified as its “Series F Convertible Preferred Stock” (the “Preferred Stock”) having such designations, preferences, and rights thereof as set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series F Convertible Preferred Stock, attached hereto as Exhibit A (the “Designation”);

C. Buyer desires to purchase from the Company, and the Company desires to issue and sell to the Buyer, upon the terms and conditions set forth in this Agreement, (i) 400 shares of Preferred Stock (the “Shares”), which are convertible into shares of common stock, \$0.0001 par value per share, of the Company (the “Common Stock”) upon the terms and subject to the limitations and conditions set forth in such Designation, and (ii) 200,000 shares of Common Stock (the “Commitment Shares”) as additional consideration for the Buyer’s purchase of the Shares.

**NOW THEREFORE**, in consideration of the foregoing and of the agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Buyer hereby agree as follows:

1. Authorization. The Company has authorized the issuance and sale of up to 5,000 shares of its Preferred Stock, having the rights, privileges and preferences as set forth in the Designation.

2. Purchase and Sale of Shares.

a. Purchase of Shares. Subject to the terms and conditions of this Agreement and on the Closing Date (as defined below), the Company shall issue and sell to the Buyer, and the Buyer agrees to purchase from the Company, the Shares and the Commitment Shares. As used in this Agreement, the term “business day” shall mean any day other than a Saturday, Sunday, or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed.

b. Consideration: Form of Payment. On the Closing Date: (i) the Buyer shall pay the purchase price of \$400,000.00 (the "Purchase Price") for the Shares and the Commitment Shares to be issued and sold to it at the Closing (as defined below), by wire transfer of immediately available funds to the Company, in accordance with the Company's wire instructions, against delivery of the Shares and the Commitment Shares, and (ii) the Company shall deliver such Shares and Commitment Shares to the Buyer, against delivery of such Purchase Price.

c. Closing Date. Subject to the satisfaction (or written waiver) of the conditions thereto set forth in Sections 6 and 7 below, the date and time of the issuance and sale of the Shares and the Commitment Shares pursuant to this Agreement (the "Closing Date") shall be on the date that the Purchase Price for the Shares is paid by Buyer pursuant to terms of this Agreement.

d. Closing: Closing Deliverables. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the exchange of documents and signatures on the Closing Date and the delivery of the following:

(i) Buyer shall deliver, or cause to be delivered, to the Company, the following:

- (A) counterparts to this Agreement duly executed by Buyer;
- (B) the applicable Purchase Price in accordance with Section 2b; and
- (C) such other documents or instruments as Purchaser may reasonably request that are reasonable and necessary to consummate the Transactions.

(ii) The Company shall deliver, or cause to be delivered, to Buyer, the following:

- (A) a counterpart to this Agreement duly executed by an authorized officer of the Company;
- (B) any stock certificates or book entries representing the number of Shares and Commitment Shares to be issued on the Closing Date;
- (C) written resolutions of the Board authorizing the execution, delivery and performance of this Agreement, including the issuance of the Shares;
- (E) a certificate of good standing from the State of Delaware with respect to the Company; and
- (F) such other documents or instruments as Buyer may reasonably request that are reasonable and necessary to consummate the transactions contemplated hereby.

3. Buyer's Representations and Warranties. The Buyer represents and warrants to the Company as of the Closing Date that:

a. Investment Purpose. The Buyer is purchasing the Shares, the Commitment Shares and shares of Common Stock issuable upon conversion of the Shares (the "Conversion Shares", and collectively with the Shares and the Commitment Shares, the "Securities") for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

b. Accredited Investor Status. The Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor"). The Buyer is a sophisticated investor, experienced in investing in transactions of the same nature contemplated by this Agreement and capable of evaluating investment risks independently, both in general and with regard to transactions of the same nature contemplated by this Agreement.

c. Reliance on Exemptions. The Buyer understands that the Securities have not been registered under the 1933 Act or any other applicable securities laws of any other jurisdiction, are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

d. Information. The Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company regarding its business and affairs.

e. Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

f. Transfer or Re-sale. The Buyer understands that the sale or resale of the Securities has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act, (b) the Securities are sold pursuant to Rule 144 promulgated under the 1933 Act ("Rule 144") or other applicable exemption, or (c) the Buyer shall have delivered to the Company, at its own cost, an opinion of counsel, in form and substance reasonably acceptable to the Company, that such transfer does not require registration under the 1933 Act. The Buyer understands and agrees that the Securities will be subject to transfer restrictions under applicable securities laws and, as a result of these transfer restrictions, the Buyer may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Securities and may be required to bear the financial risk of an investment in the Securities for an indefinite period of time.

g. Legends. The Buyer understands that until such time as the Securities have been registered under the 1933 Act or may be sold pursuant to Rule 144 or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Securities shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such Securities):

“NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE/EXERCISABLE INTO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A, REGULATION S, OR OTHER APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. PRIOR TO THE REGISTRATION OF ANY PERMITTED TRANSFER IN ACCORDANCE WITH THE ABOVE, THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.”

The legend set forth above shall be removed and the Company shall issue a certificate or book entry statement for the applicable shares of Common Stock without such legend to the holder of any Securities upon which it is stamped, if (a) such Securities are registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144 or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) the Buyer provides an opinion of legal counsel to the effect that a public sale or transfer of such Securities may be made without registration under the 1933 Act, which opinion shall be reasonably acceptable to the Company. The Company shall be responsible for the fees of its transfer agent associated with any such issuance.

h. Authorization: Enforcement. This Agreement has been duly and validly authorized by the Buyer and has been duly executed and delivered on behalf of the Buyer, and this Agreement constitutes a valid and binding agreement of the Buyer enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and except as may be limited by the exercise of judicial discretion in applying principles of equity. The Buyer (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and (ii) has the requisite power and authority to enter into and perform its obligations under this Agreement.

4. Representations and Warranties of the Company. Except as described in the SEC Documents (as defined in this Agreement), the Company represents and warrants to the Buyer as of the Closing Date that:

a. Organization and Qualification. The Company and each of its Subsidiaries (as defined below), if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or formed, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. The Company and each of its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership or use of property or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. "Material Adverse Effect" means any material adverse effect on the business, operations, assets, financial condition or prospects of the Company or its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith. "Subsidiaries" means any corporation or other organization, whether incorporated or unincorporated, in which the Company owns, directly or indirectly, any equity or other ownership interest.

b. Authorization; Enforcement. The Company has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and to issue the Securities, in accordance with the terms hereof.

- (i) Except as set forth in the SEC Documents, (x) there are no other outstanding shares of capital stock of the Company, (y) there are no outstanding subscriptions, options, warrants, calls, convertible securities, rights of first refusal, preemptive rights, or other similar rights, agreements or commitments relating to the issuance or acquisition of capital stock or limited liability company interests to which the Company is a party obligating the Company to (1) issue, transfer or sell any shares of capital stock, limited liability company interests or other equity interests of the Company or securities convertible into or exchangeable for such shares or equity interests, (2) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, (3) redeem, repurchase or otherwise acquire any such shares of capital stock, limited liability company or other equity interests, or (4) provide an amount of funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in the Company or any other person.
- (ii) All outstanding shares of the Company's Common Stock and preferred stock have been duly authorized and are validly issued, fully paid and non-assessable, and not subject to any preemptive rights.

c. Valid Issuance of Shares. The Shares and the Commitment Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement and applicable state and federal securities laws. The Conversion Shares have been duly reserved for issuance, and upon issuance in accordance with the terms of the Designation, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement and applicable federal and state securities laws.

d. Non-Contravention. The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby do not and will not (i) contravene or conflict with, or result in any material violation or breach of, any provision of the Company's governing documents, (ii) contravene or conflict with, or result in any material violation or breach of, any law applicable to the Company or by which any Company assets are bound, or (iii) result in any material violation, termination, or breach of any material contract to which the Company is a party.

f. SEC Documents; Financial Statements. Since January 1, 2022, the Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Documents"). The financial statements and schedules thereto filed by the Company fairly represent, in all material respects, the financial condition and results of operations of the Company and its consolidated subsidiaries as of the times and for the periods referred to in such financial statements, and such financial statements have been prepared in conformity with United States generally accepted accounting principles ("GAAP") (except for (i) the absence of footnotes and (ii) changes resulting from regular year-end adjustments (none of which, individually or in the aggregate, are material)). There are no off-balance sheet arrangements to which the Company or any of its subsidiaries is a party.

g. Litigation. (i) There are no legal actions, claims, demands, arbitrations, hearings, charges, complaints, sanctions, examinations, indictments, litigations, suits or other civil, criminal, administrative or investigative proceedings before a governmental authority (collectively, "Legal Actions") pending or, to the knowledge of the Company, threatened, against the Company, or any of its assets or properties, that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and (ii) there are no orders outstanding against the Company or any of its assets or properties, that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company.

h. Tax; Tax Return. (i) All income and other material tax returns required to be filed by or concerning the Company have been timely filed (taking into account all applicable extensions), and all such tax returns are true, complete, and correct in all material respects, (ii) the Company has fully and timely paid (or have had paid on its behalf) all material taxes due and payable (whether or not shown to be due on any tax return) and has made adequate provision in accordance with GAAP for all material taxes not yet due and payable in the most recent financial statements of the Company, and (iii) the Company has complied in all material respects with all applicable laws relating to the withholding and payment over to the appropriate governmental authority of all taxes required to be withheld by the Company. There are no liens for taxes upon the assets or properties of the Company.

i. Compliance with Law. Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company, (i) the Company conducts its businesses in compliance with all laws applicable to the Company's operations, activities or services and any orders to which it is a party or are subject, including any settlement agreements or corporate integrity agreements, (ii) except for routine matters arising in the ordinary course of business, the Company has not received any written notice, citation, suspension, revocation, limitation, warning, or request for repayment or refund issued by a governmental authority that alleges or asserts that the Company has violated any laws or that requires or seeks to adjust, modify or alter the Company's operations, activities, services or financial condition that has not been fully and finally resolved to the governmental authority's satisfaction without further liability to the Company and (iii) there are no restrictions imposed by any governmental authority upon the Company's business, activities or services that would restrict or prevent the Company from operating as it currently operates.

j. Acknowledgment Regarding Buyer's Purchase of Securities. The Company acknowledges and agrees that the Buyer is acting solely in the capacity of arm's length purchaser with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyer or any of its respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyer's purchase of the Securities.

l. No Disqualification Events. None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

#### 5. Covenants.

a. Commercially Reasonable Efforts. The Parties shall use their commercially reasonable efforts to satisfy timely each of the conditions described in Sections 6 and 7 of this Agreement.

b. Use of Proceeds. The Company may use the Purchase Price for working capital and general corporate purposes and any other purpose as the Parties may otherwise mutually agree.

b. Nasdaq Listing. The Company shall use commercially reasonable efforts to maintain the listing of the Common Stock on Nasdaq.

6. Conditions to the Company's Obligation to Sell. The obligation of the Company hereunder to issue and sell the Shares and the Commitment Shares to the Buyer at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions thereto, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

a. The Buyer shall have executed this Agreement and delivered the same to the Company.

b. The Buyer shall have delivered the Purchase Price in accordance with this Agreement.

c. The representations and warranties of the Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time (except for representations and warranties that speak as of a specific date), and the Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Buyer at or prior to the Closing Date.

d. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

7. Conditions to The Buyer's Obligation to Purchase. The obligation of the Buyer hereunder to purchase the Shares and the Commitment Shares on the Closing Date is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for the Buyer's sole benefit and may be waived by the Buyer at any time in its sole discretion:

a. The Company shall have executed this Agreement and delivered the same to the Buyer.

b. The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of Closing Date, as though made at such time (except for representations and warranties that speak as of a specific date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

8. Governing Law; Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in the Commonwealth of Massachusetts. The Parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY.** The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. A facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature. Delivery of a counterpart signature hereto by facsimile or email/.pdf transmission shall be deemed valid delivery thereof.

c. Construction; Headings. This Agreement shall be deemed to be jointly drafted by the Company and the Buyer and shall not be construed against any person as the drafter hereof. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d. Severability. In the event that any provision of this Agreement or any other agreement or instrument delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby.

e. Entire Agreement; Amendments. This Agreement and the instruments referenced herein contain the entire understanding of the Parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement or any agreement or instrument contemplated hereby may be waived or amended other than by an instrument in writing signed by each of the Parties.

f. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, e-mail or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by e-mail or facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:

**AVALON GLOBOCARE CORP.**  
4400 Route 9 South, Suite 3100  
Freehold, NJ 07728  
Attention: Luisa Ingargiola  
e-mail: luisa@avalon-globocare.com

If to the Buyer:

**Allen O. Cage Jr**  
[Address]  
[City, State, Zip]  
e-mail: [●]

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Neither Party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

h. Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

i. Survival. The representations and warranties of the Company and Buyer, and the agreements and covenants set forth in this Agreement, shall survive the closing hereunder.

j. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

k. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any party.

l. Failure or Indulgence Not Waiver. No failure or delay on the part of the Buyer or Company in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies of the Buyer or Company existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

m. Electronic Signature. This Agreement may be executed and delivered in one or more counterparts (including by facsimile or electronic mail or in .pdf or any other form of electronic delivery (including any electronic signature complying with U.S. federal ESIGN Act of 2000)) and by different parties in separate counterparts, with the same effect as if all Parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Buyer and the Company have caused this Agreement to be duly executed as of the date first above written.

**COMPANY:**

**AVALON GLOBOCARE CORP.**

By: /s/ Sam Knipper

Name: Sam Knipper

Title: Chief Financial Officer

**BUYER:**

By: /s/ Allen O. Cage Jr.

Name: Allen O. Cage Jr.

**EXHIBIT A**

**Certificate of Designation of Preferences, Rights and Limitations of Series F Convertible Preferred Stock**

See attached.