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): July 25, 2022

AVALON GLOBOCARE CORP.
(Exact name of registrant as specified in its charter)

Delaware	001-38728	47-1685128
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

4400 Route 9 South, Suite 3100, Freehold, New Jersey 07728
(Address of principal executive offices) (zip code)

646-762-4517
(Registrant's telephone number, including area code)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, $0.0001 par value per share	AVCO	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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☐ 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.

Item 3.02. Unregistered Sales of Equity Securities

On July 25, 2022, Avalon GloboCare Corp. (the "Company") (the "Company") and Wenzhao "Daniel" Lu entered into and closed a Debt Settlement Agreement and Release pursuant to which Mr. Lu converted $2.9 million of the debt, including interest, owed under the Line of Credit into 4,442,989 shares of common stock of the Company at a per share price of $0.65. As a result of the draw down described above and the conversion the total principal amount outstanding under the Credit Line to $-0- million.

On July 25, 2022, the Company and Fsunshine Trading PTE. Ltd. ("Fsunshine") entered into a Conversion Agreement pursuant to which Fsunshine converted its Convertible Notes in the amount of $3.7 million, including interest, into 5,736,451 shares of common stock of the Company at a per share price of $0.65.

The offers, sales and issuances of the above securities were made to Fsunshine, an accredited investor, and Mr. Lu, an accredited investor, director of the Company and a significant shareholder of the Company, upon the exemptions contained in Section 4(a)(2) of the Securities Act (the "Act") and/or Rule 506 of Regulation D promulgated there under with regard to the sales. No advertising or general solicitation was employed in offering the securities. The offers and sales were made to accredited investors and transfer of the common stock issued was restricted by the Company in accordance with the requirements of the Act.

The foregoing information is a summary of the agreements involved in the transactions described above, is not complete, and is qualified in its entirety by reference to the full text of the agreements, which are attached an exhibit to this Current Report on Form 8-K. Readers should review the agreement for a complete understanding of the terms and conditions associated with these transactions.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description of Exhibit
10.1	Revolving Line of Credit Agreement, dated as of August 29, 2019, between Avalon GloboCare Corp. and Wenzhao "Daniel" Lu (1)
10.2	Debt Settlement Agreement and Release between Avalon GloboCare Corp. and Wenzhao "Daniel" Lu dated July 25, 2022
10.3	Conversion Agreement between Avalon GloboCare Corp. and Fsunshine Trading PTE. Ltd. dated July 25, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

(1) Incorporated by reference to the Form 8-K Current Report filed with the Securities and Exchange Commission on September 3, 2019.

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.

Date: July 26, 2022

By: /s/ Luisa Ingargiola
Name: Luisa Ingargiola
Title: Chief Financial Officer

Exhibit 10.2

DEBT SETTLEMENT AGREEMENT AND RELEASE

THIS DEBT SETTLEMENT AGREEMENT AND RELEASE (this "Agreement") is made and entered into as of July 25, 2022 (the "Effective Date"), by and between Wenzhao "Daniel" Lu (the "Creditor") and Avalon GloboCare Corp., a Delaware corporation (the "Company").

RECITALS:

WHEREAS, the Creditor and the Company have entered into that certain Revolving Line of Credit Agreement dated August 29, 2019 pursuant to which the Creditor has provided the Company with $2,440,262.45 in principal. In addition, the accrued and unpaid interest as of July 25, 2022 is $448,330.99. The total amount owed to the Creditor is $2,888,593.44 (the "Owed Amount");

WHEREAS, the Creditor has agreed to convert $2,888,593.44 of the Owed Amount (the "Converted Amount") into 4,443,990 shares of Common Stock, par value $0.0001 per share (the "Shares") at a per share price of $.65;

WHEREAS, the Creditor has agreed to accept, and the Company has agreed to issue to the Creditor the Shares in full satisfaction of the Converted Amount; and

WHEREAS, the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act").

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Payment in Full of Converted Amount by Issuance of the Shares**. The Creditor hereby agrees to accept the Shares as payment in full of the Converted Amount and, upon issuance and delivery to the Creditor of the Shares, the Creditor agrees that any and all obligations that the Company may have pursuant to the Converted Amount shall be satisfied in full and the Company shall have no further obligations to the Creditor thereunder.

2. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Creditor as of the Effective Date as follows: (i) that the execution, delivery and performance of this Agreement by it will not violate, or result in a breach of, or constitute a default under, any agreement, instrument, judgment, order or decree to which it is a party or to which it is subject; (ii) that it has the legal capacity and power and authority to execute and deliver this Agreement and any other related agreements and instruments delivered in connection herewith; (iii) that no further proceedings or actions are necessary to authorize the execution and delivery of this Agreement or the performance by the Company of its obligations hereunder; and (iv) that this Agreement constitutes the legal and binding obligation of the Company, enforceable against it in accordance with these terms.

3. **Representations and Warranties of the Creditor and the Company.** The Creditor hereby represents and warrants to the Company as of the Effective Date as follows: (i) that the execution, delivery and performance of this Agreement by it will not violate, or result in a breach of, or constitute a default under, any agreement, instrument, judgment, order or decree to which it is a party or to which it is subject; (ii) that it has the legal capacity and power and authority to execute and deliver this Agreement and any other related agreements and instruments delivered in connection herewith; (iii) that no further proceedings or actions are necessary to authorize the execution and delivery of this Agreement or the performance by the Creditor of its obligations hereunder; and (iv) that this Agreement constitutes the legal and binding obligation of the Creditor, enforceable against it in accordance with these terms.

In addition, the Creditor hereby represents and warrants to the Company as of the Effective Date as follows:

a. Creditor is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

b. Creditor is aware that the Shares to be issued to Creditor have not been registered under the Securities Act, and that the Shares are deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act ("Rule 144"). Creditor also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Creditor's representations contained in this Agreement.

c. Creditor is obtaining the Shares for its own account and Creditor has no present intention of distributing or selling the securities except as permitted under the Securities Act and applicable state securities laws.

d. Creditor has sufficient knowledge and experience in business and financial matters to evaluate the Company, its proposed activities and the risks and merits of this investment. Creditor has the ability to accept the high risk and lack of liquidity inherent in this type of investment. Creditor has conducted its own independent investigation of the Company and has reached its own conclusions regarding the risks and merits of this investment.

e. Creditor had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company. Creditor has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Creditor understands the significant risks of this investment.

f. Creditor has the capacity to protect its own interests in connection with the purchase of the Shares by virtue of its business or financial expertise.

g. Creditor understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Creditor has been advised or is aware of the provisions of Rule 144, as in effect from time to time, which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144, and the number of shares being sold during any three month period not exceeding specified limitations.

h. Creditor acknowledges and agrees that the Shares upon issuance shall bear customary restrictive legends referencing their restrictions on transfer in accordance with the Securities Act.

i. Creditor has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement. Creditor acknowledges that no other representations or warranties, oral or written, have been made by the Company or any agent thereof except as set forth in this Agreement.

j. Creditor is aware that the Company is relying on the accuracy of the above representations to establish compliance with federal and state securities laws. If any such warranties or representations are not true and accurate in any respect as of the date hereof, Creditor shall so notify Company in writing immediately and shall be cause for rescission by Company at its sole election.

4. **Representations of the Creditor with Respect to the Converted Amount.** The Creditor hereby represents as to the Converted Amount as follows: (i) the Converted Amount represents a bona fide outstanding claim against the Company, and is an enforceable obligation arising in the ordinary course of business, for money due and payable to the Creditor for loans rendered; (ii) the Creditor is the sole owner of the Converted Amount, and has not previously sold, transferred, encumbered or released any part of the Converted Amount; and (iii) there is no action based on any of the Converted Amount that is currently pending in any court or other legal venue and no judgments based upon the Converted Amount have been previously entered in any legal proceeding.

5. **Release.** Effective upon delivery of the Shares to the Creditor, the Creditor hereby knowingly and voluntarily releases and forever discharges the Company and its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, assigns, directors, officers, affiliates, agents and representatives (collectively, the "Released Parties"), from all claims, liabilities, demands, costs, charges, expenses, actions, causes of action, judgments, and executions, past, present or future, with respect to the Converted Amount. The parties agree that the foregoing release is not intended to release, and shall not release, any claims between any of the parties that may arise under this Agreement or the Shares. Upon the execution of this Agreement, the Creditor and the Company shall be deemed to have received sufficient consideration for the releases set forth in this Section 5.

6. **Voluntary and Knowing Agreement and Release.** Each of the parties hereto acknowledges that they have entered into this Agreement of their own free will, and that no promises or representations have been made to them by any person to induce them to enter into this Agreement other than the express terms set forth herein. Each of the parties hereto further acknowledges that they have read this Agreement and understands all of their respective terms.

7. **Intentionally Left Blank.**

8. **Advice of Counsel.** The Creditor acknowledges that before entering into this Agreement, it has had the opportunity to consult with an attorney of its choice.

9. **Attorneys' Fees.** Each party shall bear its own legal fees and expenses in connection with the negotiation, execution and delivery of this Agreement.

10. **Choice of Law and Venue**. This Agreement shall be governed by and construed according to the laws of the State of New Jersey, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in the New Jersey, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

11. **Severance of Provisions; Survival of Representations and Warranties.** If any of the provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect. The representations, warranties and agreements of the Parties shall survive the delivery of the Shares under this Agreement.

12. **Notices**. All notices and other communications shall be in writing and shall be provided to the recipient party to the addresses set forth on the signature page hereto. All notices and communications shall be deemed made and effective as follows: (i) if transmitted for overnight delivery via a nationally recognized delivery service, the first business day after being delivered by the transmitting party to such overnight delivery service, (ii) if faxed, when transmitted in legible form by facsimile machine to the recipient party's correct facsimile machine number, (iii) if by e-mail, when transmitted by e-mail, or (iv) if mailed via regular mail, upon delivery. Any party may designate a superseding notice contact name, street address, e-mail address or fax number by providing the other parties with written notice pursuant to the provisions hereof.

13. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, oral or written, relating to the subject matter hereof. The parties attest that no other representations were made regarding this Agreement other than those contained herein.

14. **Confidentiality**. Each of the parties hereby agrees, without the prior written consent of the other, to not disclose, and to otherwise keep confidential, the transactions contemplated hereby, except to the extent that disclosure thereof is required by law, rule or regulation; provided, however, that each of the parties may disclose information regarding such sale to their respective accountants, attorneys, shareholders and other interest holders.

15. **No Third Party Beneficiaries**. This Agreement is intended for the benefit of the Creditor and the Company and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

16. **Modifications.** This Agreement may not be modified except by a writing, signed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns.

17. **Counterparts.** This Agreement may be signed in counterparts, and said counterparts shall be treated as though signed as one document. Facsimile or other electronic signatures to this Agreement shall be treated as original signatures.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Creditor and the Company have caused this Settlement Agreement and Release to be signed by their respective duly authorized officers or representatives as of the date first above written.

/s/ Wenzhao "Daniel" Lu
Wenzhao "Daniel" Lu

Address for delivery of notice:

COMPANY:

AVALON GLOBOCARE CORP.

By: /s/ David Jin
Name: David Jin
Title: Chief Executive Officer

Address for delivery of notice:

4400 Route 9 South, Suite 3100
Freehold, New Jersey 07728

Exhibit 10.3

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES OR AN OPINION OF COUNSEL OR OTHER EVIDENCE ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERSION AGREEMENT

THIS CONVERSION AGREEMENT (the "Agreement"), dated as of July 25, 2022 is made by and between Avalon GloboCare Corp., a Delaware corporation (the "Company"), and Fsunshine Trading PTE. Ltd. (the "Holder").

WHEREAS, Holder holds Convertible Notes (the "Notes") payable by the Company in the principal amount of $3,718,942.76 issued from April 15, 2022 through May 25, 2022. The total amount owed to the Holder as of July 25, 2022 is $3,728,693.54 including principal of $3,718,942.76 and accrued and unpaid interest of $9,750.78 (the "Owed Amount").

WHEREAS, the Company and Holder wish to convert the Owed Amount of $3,728,693.54 into shares of common stock of the Company at a conversion price of $0.65 per share resulting in the issuance of 5,736,452 shares of common stock of the Company (the "Shares") to Holder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. Conversion. It is agreed by the Company and Holder that on the date hereof, the Debt shall convert into the Shares at the Per Share Offering Price.

2. Amendment. Section 1.1 of the Notes shall be amended and restated as follows:

Conversion Right. The Holder shall have the right from time to time, and at any time on or prior to repayment, to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the conversion price (the "**Conversion Price**") determined as provided herein (a "**Conversion**") The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Conversion Price on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "**Notice of Conversion**"), delivered to the Borrower by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower before 6:00 p.m., New York, New York time on such conversion date (the "**Conversion Date**"). The term "**Conversion Amount**" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Note to the Conversion Date.

3. Certificate Delivery. Within ten (10) business days of the date hereof, the Company shall deliver a book entry statement representing the Shares to Holder.

4. Further Assurances. The parties, by entering into this Agreement, agree to execute all agreements and other documents as reasonably requested by the other party.

5. Representations and Warranties and Covenants of Holder. Holder represents, warrants and covenants to the Company as follows:

a. No Registration. Holder understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act") by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Holder's representations as expressed herein or otherwise made pursuant hereto.

b. Investment Experience. Holder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Holder can protect Holder's own interests. Holder has such knowledge and experience in financial and business matters so that Holder is capable of evaluating the merits and risks of its investment in the Company.

d. Speculative Nature of Investment; SEC Reports; Dilution. Holder understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Holder can bear the economic risk of such investment and is able, without impairing such financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Holder's investment. Holder further understands that the Company will need issue additional shares of common stock in connection with future financings and in connection with the retention or hiring of management and employees, which will dilute Holder.

e. Accredited Investor. Holder is an "accredited investor' within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

f. Rule 144. Holder acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Holder is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares subject to the satisfaction of certain conditions, including among other things, the existence of a public market for the shares, the availability of certain current public information about the Company and the resale occurring not less than six months after a party has purchased and paid for the security to be sold. The Holder acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares.

The Holder understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

g. Authorization.

i. The Holder has all requisite power and authority to execute and deliver this Conversion Agreement, and to carry out and perform its obligations under the terms hereof. All action on the part of the Holder necessary for the authorization, execution, delivery and performance of this Conversion Agreement, and the performance of all of the Holder's obligations herein, has been taken.

ii. This Agreement, when executed and delivered by the Holder, will constitute valid and legally binding obligations of the Holder, enforceable in accordance with its terms except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

iii. No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Holder in connection with the execution and delivery of this Conversion Agreement by the Holder or the performance of the Holder's obligations hereunder.

h. Brokers or Finders. Such Holder has not engaged any brokers, finders or agents, and the Company has not, and will not, incur, directly or indirectly, as a result of any action taken by the Holder, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Conversion Agreement and the transactions related hereto.

i. Tax Advisors. The Holder has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Conversion Agreement. With respect to such matters, the Holder relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Holder understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Conversion Agreement.

j. Legends. The Holder understands and agrees that the certificates and/or book entry statement evidencing the Shares shall bear a legend in substantially the form as follows (in addition to any legend required by any other applicable agreement or under applicable state securities laws):

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

. Miscellaneous.

a. Notice. Any notice required under this Agreement shall be deemed duly delivered (and shall be deemed to have been duly received if so given), if personally delivered, sent by a reputable courier service, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth above or to such other address as any party may have furnished to the other in writing in accordance with this Section.

b. Law and Jurisdiction. The laws of the State of New Jersey apply to this Agreement, without deference to the principles of conflicts of law. Both jurisdiction and venue for any litigation pursuant to this Agreement shall be proper in the courts of New Jersey.

c. Sevcrability. If the law docs not allow a provision of this Agreement to be enforced, such unenforceable provision shall be amended to become enforceable and reflect the intent of the parties, and the rest of the provisions of this Agreement shall remain in effect.

d. Waiver. The failure of any party, in any instance, to insist upon strict enforcement of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of enforcement in the future, and the terms of this Agreement shall continue to remain in full force and effect.

e. Assignability. This Agreement shall not be assignable by either party.

f. Amendment. This Agreement may only be amended or modified in a writing signed by both of the parties and referring to this Agreement.

g. Entire Agreement. This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter of this Agreement and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter of this Agreement.

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

AVALON GLOBOCARE CORP.

By: /s/ Luisa Ingargiola
Name: Luisa Ingargiola
Title: Chief Financial Officer

FSUNSHINE TRADING PTE. LTD.

By: /s/ Yulin Sun
Name: Yulin Sun
Title: President