

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT, dated as of April 20, 2020 (this "Agreement") is entered into by and among Albayraklar Savunma Teknolojileri Sanayi Ve Ticaret A.Ş. the "Shareholder"), and Enerkon Solar International a Nevada Corporation (hereinafter collectively known as the "Purchaser"). The parties, intending to be legally bound, hereby agree as follows:

This agreement is the first part of the establish a new company in USA in the name of Wattozz Holding Inc. which shareholders will be %49 Albayraklar Side (Semih Ayçiçek %10 - Adnan Albayrak %39) - %51 ENKS Side. Board of directors will be appointed by the sides and both sides will have right to appoint 2 directors (equal board seat 2/2 from both parties) and all kind of decisions can only be made by mutually in this new Wattozz company. The board recommendation elect Mr. Benjamin Ballout as a CEO for Wattozz Holding Inc. USA.

Wattozz Inc USA will be established and managed with the with the laws of the State of Nevada USA

Wattozz Inc. will be listed on NASDAQ. Geographic sales TERRITORIES for Wattozz Inc.

USA will be as follow: the continent of AMERICA, BRAZIL, and AUSTRALIA exclusively, while all other global jurisdictions are non-exclusive.

Products:

WATTOZZ WIRELESS ELECTROSHOCK GUN and its FUTURE MODELS

WATTOZZ T61 FIREARM MODIFICATION SYSTEM and its FUTURE MODELS

WHEREAS, the Shareholder desires to issue and sell to Purchaser upon the terms and conditions set forth herein, and Purchaser desires to purchase from Shareholder to 20% of the common stock interest in Albayraklar Savunma Teknolojileri Sanayi Ve Ticaret A.Ş. - (the "Shares") (the "Corporation") (the "Transaction"); and In addition, more shares (%31) may be sold in the future (percentage and price will determined by the parties together. With first right of refusal to ENKS before any other purchaser)

Since the shares to be purchased belong to a Turkish Company, the law to be applied to shares will be Turkish Laws. The restrictions for US Citizen to purchase shares are the issue should be handled by Purchaser – whereas the purchaser denotes there are no restrictions for Turkish Shares to be purchased by a USA Citizen and additionally Multiple nationalities are expected to purchase shares after the initial 20% shareholding is paid)

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Shareholder and Purchaser agree as follows:

1. *Purchase of the Shares.* On the Closing Date, subject to the terms and conditions of this Agreement, Shareholder hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Shareholder, with exclusive first right of refusal, assignable where or if needed, the Shares.

Purchase Price. The Purchase Price for the Shares shall be \$15,750,000. (For the initial 20% of Albayraklar Defense Technology Industry A.Ş. assignability of purchase rights shall be

pursuant to acceptance of the purchaser assigned, if any, by Albayraklar Savunma Teknolojileri Sanayi Ve Ticaret A.Ş. (the "Purchase Price"). The Purchase Price will be paid after signing of this agreement via bank transfer after corporate actions herein (Except share transfer) and in accordance with the capitalization and stock market listing structure, protocols and normal sequence to Mr. Adnan Albayrak's Bank account (%20 shares will be given from Mr. Adnan Albayrak's share.) Shares will be transferred to the Purchaser immediately after the receipt of payment after completion of corporate actions as noted above as the parties understand that the shares are being purchased as part of a simultaneous Listing on NASDAQ and Public Capitalization of the Albayraklar Savunma Teknolojileri Sanayi Ve Ticaret A.Ş. Wattozz Unit Division – jointly owned, after completion of the agreements terms and conditions, with roll back provision in case of any breach of agreement or responsibilities by the party(s);

2. *Closing; Closing Date.* Subject to the satisfaction (or written waiver) of the conditions thereto set forth herein, the date and time of the Closing of the Transaction shall be on or before 12:00 noon, Eastern Standard Time, no more than thirty (30) banking days following the execution of this agreement – April 20, 2020 to allow for corporate actions in the closing process (the "Closing Date"). The closing of the transaction contemplated by this Agreement (the "Closing") shall occur on the Closing Date at such location as may be agreed to by the parties represented by themselves or appointed agents. At Closing, upon receipt of the Purchase Price from the Purchaser, amount of \$15,750,000 to the bank account – it is further noted that previous to the transfer of funds to the Account of Mr. Adnan Albayrak such funds will be paid into the Closing Escrow Account of Wm. E. Fielding and Associates Inc. , a Bonded Escrow and Settlement company, contracted for closing and settlement in this transaction when Shareholder gives the copy of signed share transfer agreement to the Escrow firm at least in the same time Escrow firm must send the Purchase price to the Shareholder irrevocably. Shareholder has right to cancel Escrow firm if there is any dispute arise between the Escrow Firm and Shareholder, if they cannot agree on Escrow Agent contract terms etc.

3. *Representations and Warranties of Shareholder.* Shareholder hereby represents and warrants to Purchaser that the statements contained in the following paragraphs of this Section 4 are all true and correct as of the date of this Agreement and the Closing Date:

a. *Corporate Power.* Shareholder has all requisite legal and corporate power to enter into, execute, deliver and perform this Agreement of even date herewith between Shareholder and Purchaser. This Agreement has been duly executed by the Shareholder and constitute the legal, valid and binding obligations of Shareholder, enforceable in accordance with their terms, except as the same may be limited by (i) bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights.

b. *Authorization.*

i. *Corporate Action.* All corporate and legal action on the part of Shareholder, its officers, directors and shareholders necessary for the



execution and delivery of this Agreement, the Shares, and the performance of Shareholder's obligations hereunder have been taken.

- ii. *Valid Issuance.* The Shares, when issued in compliance with the provisions of this Agreement, will be duly and validly issued, fully paid and non-assessable, free and clear of all liens and encumbrances.

Share transfer and declaration for this transfer will be under supervision of Turkish Government

4. *Representations and Warranties by Purchaser.* Purchaser represents and warrants to Shareholder as of the Closing Date as follows:

- a. *Investment Intent: Authority.* This Agreement is made with Purchaser in reliance upon Purchaser's representation to Shareholder, evidenced by Purchaser's execution of this Agreement, that Purchaser is acquiring the Shares for investment for Purchaser's own account, not as nominee or agent, for investment and not with a view to, or for resale in connection with, any distribution or public; provided, however, that by making the representations herein, Purchaser does not agree to hold any of the Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with or pursuant to a registration statement Purchaser has the requisite right, power, authority and capacity to enter into and perform this Agreement and the Agreement will constitute a valid and binding obligation upon Purchaser, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights.
- b. *Knowledge and Experience.* Purchaser (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of Purchaser's prospective investment in the Shares; (ii) has the ability to bear the economic risks of Purchaser's prospective investment; (iii) has had all questions which have been asked by Purchaser satisfactorily answered by Shareholder; and (iv) has not been offered the price of Shares by any form of advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any such media.

5. *Indemnification of Shareholder* The Purchaser will indemnify and hold Shareholder and its directors, officers, shareholders, partners, employees and agents (each, a "Shareholder Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation (collectively, "Losses") that a Shareholder Party may suffer or incur as a result of or relating to the failure of the representations and warranties of the Purchaser to be true and correct.



6. *Miscellaneous.*

- a. *Waivers and Amendments.* The provisions of this Agreement may only be amended or modified in writing executed by each of Shareholder and Purchaser. A waiver shall not be effective unless in a writing by the party against whom such waiver is to be enforced.
- b. *Non-Reliance.* Purchaser acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Corporation, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its own independent investigation and verification, and the representations and warranties of the Shareholder expressly and specifically set forth in paragraph four (4). The representations and warranties by Shareholder expressly and specifically set forth in paragraph four (4) constitute the sole and exclusive representations, warranties, and statements of any kind of Shareholder in connection with the transactions contemplated hereby, and Purchaser understands, acknowledges and agrees that all other representations, warranties, and statements of any kind or nature, whether express or implied (including any relating to the respective future or historical financial condition, results of operations, prospects, assets or liabilities of the Corporation, or the quality, quantity or condition of the assets of the Corporation), are specifically disclaimed by Shareholder. Purchaser specifically acknowledges and agrees that, except for the representations and warranties of Shareholder set forth in paragraph four (4); (a) Purchaser is acquiring the Corporation on an "as is, where is" basis and; (b) neither Shareholder nor any officer, director, manager, member, employee, representative, advisor or agent of Shareholder, whether in any individual, corporate, or any other capacity is making, and Purchaser is not relying on, any representations, warranties, or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matter concerning the targets, this Agreement or the Transaction, or the accuracy or completeness of any information provided to (or otherwise acquired by) Purchaser or any of its representatives.
- c. *Governing Law and Arbitration.* All disputes arising out of or in connection ,except establishing legal procedures of Wattozz Holding Inc.,, with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the Turkish Law."
- d. *Entire Agreement.* This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.
- e. *Survival.* The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.



- f. *Notices, etc.* Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered, (ii) three (3) days after being mailed by registered or certified mail, postage prepaid, or (iii) one day after being sent by recognized overnight courier or by facsimile:

If to Purchaser,

13620 Weyburn Drive
Delray Beach, Florida 33446 USA
info@enerkoninternational.com

If to Seller,

Oguzhan Caddesi No: 9
Albayraklar Plaza
Fatih / Istanbul Turkey
info@albayraklar.com

- g. *Validity.* If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.
- i. *Assignment.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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



For the Shareholder:

Selahattin Yiğit

Albayraklar Savunma Teknolojileri Sanayi Ve Ticaret A.Ş.

Oğuzhan Caddesi No: 9 Albayrak Plaza

İstanbul Fatih Turkey

info@albayraklar.com



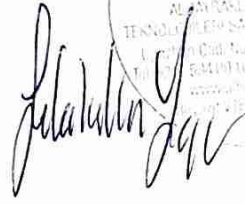
By: Benjamin Ballout, CEO

Enerkon Solar International Inc.

For the Purchaser:

Enerkon Solar International Inc. (ENKS OTC)

info@enerkoninternational.com



This agreement consist 6 pages.
APRIL 20, 2020