

PROMISSORY NOTE

This Promissory Note (the "Note") is made and effective the [March 2, 2021],

BETWEEN: **[AL Fada Equity Holdings Ltd]** (the "BUYER"), a corporation with its main address located at Kemp House 160 City Road London EC1V 2NX UNITED KINGDOM a corporation organized and existing under the laws of the [United Kingdom].

AND: **[Enerkon Solar International Inc. (ENKS)/ SCC GSH]** (the "SELLER"), a corporation organized and existing under the laws of the [State of Nevada] , with its head office located at:

TERMS

1. FOR VALUE RECEIVED, the Borrower promises to pay to the order of Lender, at its principal office located at [Kemp House 160 City Road London EC1V 2NX UNITED KINGDOM], or at such other place that is designated in writing by the holder hereof, the principal sum of [\$38,000,000 – Thirty-Eight Million United States Dollars], together with all charges and interest herein provided, payable at the rate and in the manner hereinafter set forth:
2. Borrower shall Pay the balance of \$38,000,000 within 2 years (24 months) following the date of this note or in the case of default (failure to pay the cash value amount on the date mentioned herein) then this Note is hereby CONVERTIBLE into Stock of Al Fada Equity Holdings Ltd or Cash at the discretion and notice of the Note Holder in due course - in amount(s) which correspond to the USD Value of the Shares against the Default value of the note and such shares payable in increments of 1 Million shares each 12 months until such value amount has been paid as to the outstanding \$38,000,000 value balance has been reached as fully paid to the Note Holder – at which point the debt will be considered paid and the note no longer valid. There is no interest on the value of this note (Zero Interest)
3. This Note is Secured by the assets of Al Fada Equity Holdings Ltd. (UK) which exceed \$500M USD in Value as of this date - this covers and is adjunct to exception of default cure and claim remedy and recourse as afforded by the Note and the Purchase and Sale agreement underlying the Note as its Transaction Specific Event associated therewith and as made a part thereto may imply, if any or if so.
4. If all or any portion of any payment due hereunder is not received by the Lender within [15] calendar days after the date when such payment is due, as referenced above – then the Borrower shall pay a late charge equal to [2%] of such payment, such late charge to be immediately due and payable without demand by Lender.
5. Borrower shall have the right to prepay all (or a portion) of the indebtedness evidenced by this Note at any time, by paying the Lender an amount equal to the sum of (I) the principal balance then outstanding, any late charge or charges then due and owing.
6. If any payment under this Note is not paid in full on or before the Maturity Date, or should default be made in the performance or observation of any of the terms, covenants, or conditions contained in the Purchase /Sale Documents for the purchase of Global Star SCC East Africa Unit and the underlying Gaza State EPC agreement under Project Novo Mozambique as owner and paymaster, or if any


representation or warranty contained in the said Documents is breached or is or becomes untrue, this Note shall be in default, and the entire principal amount outstanding hereunder, accrued interest thereon, all late charges, if any, and any and all other charges due hereunder, shall, at Lender's option, immediately become due and payable, without further notice, the giving of such notice being expressly waived by the Buyer/Borrower (Borrower means the financed buyer al fada purchasing from ENKS the Global Star Holdings/SCC East Africa Unit et., al.) -. In the event of any such default, and if the same is referred to an attorney-at-law for collection, or if any action at law or in equity is brought with respect hereto, Borrower shall pay to Lender, in addition to all other charges required pursuant to the terms hereof or pursuant to the terms of the Said Documents, all costs and expenses of the Lender/Note holder/Seller (ENKS). From and after the maturity date, or during default, if such default should occur prior to the Maturity Date, the outstanding principal amount hereunder and accrued interest and other charges shall bear interest at the highest rate allowed by law.


7. From time to time, without affecting the joint and several obligations of all makers, sureties, guarantors and endorsers hereof, and their respective successors and assigns, (i) to pay the outstanding principal balance herein and accrued interest thereon, (ii) to observe the covenants contained herein, (iii) to observe the terms, covenants and conditions of the Loan Documents or any instrument govern to secure the performance hereof, and without giving notice to or obtaining the consent of any maker, surety, guarantor or endorser hereof, or their successors or assigns, and without liability on the part of the holder hereof, the holder hereof may, at its option, extend the time for payment or any part thereof, release anyone liable for payment herein, renew this note, modify the terms or times for payment herein, join in any extension of subordination hereof, release any security given hereof, take or release additional security, modify the rate of interest herein or agree in writing with the undersigned to modify the terms, covenants and conditions of any instrument given to secure performance hereof.
8. ANY RIGHT OF TRIAL BY JURY, PRESENTMENT, NOTICE OF DISHONOR, AND PROTEST ARE HEREBY WAIVED BY ALL MAKERS, SURETIES, GUARANTORS AND ENDORSERS HEREOF. This Note shall be the joint and several obligations of all makers, sureties, guarantors, and endorsers hereof and shall be binding upon them and their respective heirs, executors, administrators, successors and assigns.
9. Borrower shall pay the costs of all documentary, revenue, tax or other stamps now or hereafter required by any law at any time to be affixed to or which are otherwise made necessary as a result of this Note or any of the Loan Documents, and if any taxes be imposed with respect to debts secured by mortgages and or deeds of trust with respect to notes evidencing debts so secured, Borrower agrees to pay to Lender the full amount of any such taxes, and hereby waives any contrary provisions if any laws of rules of court now or hereafter in effect.
10. Lender and Borrower intend that the relationship created and evidenced by this Note and the Loan Documents shall be solely that of debtor and creditor supporting the purchase and sale of Enerkon Solar International Inc SCC/GSH Ltd UK to Enerkon Solar International Inc as per the underlying purchase and sale agreement referenced hereto and for which this Note becomes a part therewith. Nothing in this Note shall be construed as creating a joint venture, partnership, tenancy in common, or joint tenancy between Lender and Borrower.
11. The remedies of this Note are cumulative and concurrent and may be pursued singularly or successively together, at the sole discretion of the holder, and may be exercised as often as occasion therefore shall occur. The waiver by Lender or failure to enforce any term, covenant or condition of this Note or to declare any default hereunder, shall not operate as a waiver of any subsequent default or affect the right of the holder to exercise any right or remedy not expressly waived in writing by the holder.
12. The unenforceability or invalidity of any one or more provisions of this Note shall not render any other provision herein contained unenforceable or invalid. This note and all of the said Documents shall be construed under the laws of the [State of Nevada] USA.

IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be duly executed as of the date first written below.

LENDER
NOTE HOLDER

BORROWER
Buyer

Authorized Signature 
Enerkon Solar International Inc.
Mr. Benjamin Ballout CEO

Authorized Signature 
AL Fada Equity Holdings Limited (UK)
Mr. Omer Hiram or his executors and/or Assigns