



EDO SUKUK

Supplemental Prospectus

Energy Development Sukuk SPC

(incorporated as a sole proprietor company under the laws of the Sultanate of Oman)

OMR 1,000,000,000 Sukuk Issuance Programme

Supplemental Prospectus for Series 1 Certificates dated 15 September 2025 by way of private placement. (Sukuk Ijarah and Wakala)

Series 1 issuance of OMR 50,000,000 Certificates with a Greenshoe Option of an additional OMR 25,000,000 Certificates at a nominal value of OMR 1.000 per Certificate.

**Subscription Start Date:
18 September 2025**

**Subscription End Date:
28 September 2025**

Tenor: 3 years

Profit Rate: 4.40% per annum



Issuer and Trustee

Energy Development Sukuk SPC

Obligor and Beneficiary

EDO Gas SPC

Guarantor

Energy Development Oman S.A.O.C.

Issue Manager



Legal Adviser



Collecting Banks





His Majesty Sultan Haitham Bin Tarik



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(Sukuk Ijarah and Wakala)

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Issuer and Trustee

Energy Development Sukuk SPC

Mina Al Fahal, Muscat Governorate, P.O. Box 828, PC 116, Sultanate of Oman

Obligor and Beneficiary



EDO Gas SPC

Mina Al Fahal, Muscat Governorate, P.O. Box 828, PC 116, Sultanate of Oman

Guarantor



Energy Development Oman S.A.O.C.

Mina Al Fahal, Muscat Governorate, P.O. Box 828, PC 116, Sultanate of Oman

Issue Manager



National Bank of Oman S.A.O.G

NBO Head Office Building, Muscat, Sultanate of Oman

Collecting Banks



National Bank of Oman S.A.O.G

NBO Head Office Building, Muscat, Sultanate of Oman



Muzn Islamic Banking

NBO Head Office Building, Muscat, Sultanate of Oman



Alizz Islamic Bank SAOC

Bawsher Street, PO Box 753, Postal Code 112, Muscat, Sultanate of Oman



Bank Dhofar SAOG

PO Box 1507, Postal Code 112, Ruwi, Muscat, Sultanate of Oman



Bank Muscat SAOG

PO Box 134, Postal Code 112, Muscat, Sultanate of Oman



Bank Nizwa SAOG

PO Box 1423, Postal Code 133, Al Khuwair, Muscat, Sultanate of Oman



Dhofar Islamic Banking

PO Box 1507, Postal Code 112, Ruwi, Muscat, Sultanate of Oman



Oman Arab Bank SAOG

PO Box 2240, Postal Code 130, Al Ghubrah North, Sultanate of Oman



Meethaq Islamic Banking

Bank Muscat Head Office, Airport Heights, PO
Box 134, Postal Code 112, Muscat, Sultanate of
Oman



Sohar International Bank SAOG

PO Box 44, Hai Al Mina, Postal Code 114,
Muscat, Sultanate of Oman



Sohar Islamic Bank

Shatti Al Qurum, The Waterfront Building, Level 3
P.O. Box 44, PC 114 Hai Al Mina, Sultanate of
Oman



Ahli Bank SAOG

PO Box 545, Postal Code 116, Mina Al Fahal,
Muscat, Sultanate of Oman

Legal Adviser



Trowers & Hamlin

Al Jawhara Building, Al Muntazah Street, Shatti Al Qurum
PO Box 2991, PC 112, Sultanate of Oman



SUPPLEMENTAL PROSPECTUS FOR SERIES 1 OMR 50,000,000 CERTIFICATES SUBJECT TO THE EXERCISE OF A GREENSHOE OPTION TO INCREASE THE ORIGINAL SUBSCRIPTION SIZE TO THE MAXIMUM SUBSCRIPTION SIZE OF OMR 75,000,000 DATED 15 SEPTEMBER 2025

The Final Terms and the Subscription Conditions and Procedure for the Certificates (collectively, the **Supplemental Prospectus**) set out below, each form part of, and are to be read in conjunction with, the base prospectus dated 15 September 2025 (the **Base Prospectus**) in relation to the OMR 1,000,000,000 Sukuk Issuance Programme (the **Programme**) established by Energy Development Sukuk SPC (in its capacity as the issuer (the **Issuer**) and in its capacity as the trustee (the **Trustee**)). All capitalised terms used in this Supplemental Prospectus shall, unless otherwise defined herein, have the meanings ascribed to them in the Base Prospectus.

The issue of Series 1 OMR 50,000,000 Certificates subject to an increase in the number of certificates pursuant to the exercise of a Greenshoe Option (as described in the Final Terms) (the **Certificates**), will be constituted by the master declaration of trust dated on or about the Issue Date entered into between the Trustee, the Obligor and Muscat Clearing and Depository S.A.O.C. (the **Master Declaration of Trust**) and (ii) a supplemental declaration of trust dated on or about the Issue Date (the **Supplemental Declaration of Trust** and, together with the Master Declaration of Trust, the **Declaration of Trust**) in relation to the Certificates.

The aggregate issue size of the Certificates will be OMR 50,000,000 (the **Original Subscription Size**). If the subscription exceeds the maximum subscription size, the Original Subscription Size and the number of Certificates may be increased at the discretion of the Obligor in accordance with the Greenshoe Option subject to a maximum subscription size of OMR 75,000,000 (**Maximum Subscription Size**).

The Certificates will be limited recourse obligations of the Trustee.

An investment in the Certificates involves certain risks. For an overview of the principal risk factors that may affect the ability of the Trustee or the Obligor to fulfil their obligations under the Certificates, see "**Risk Factors**" in the Base Prospectus.

Periodic Distribution Amounts will be payable subject to, and in accordance with, the relevant Conditions on the outstanding value of the Certificates from (and including) the Issue Date to (but excluding) the Dissolution Date at a rate of 4.40% per annum (**Profit Rate**). The Day Count Fraction for the determination of Periodic Distribution Amounts shall be 30/360.

Unless the Certificates have been previously redeemed or purchased and cancelled in accordance with the Conditions, the Certificates will be redeemed by the Trustee at the Final Dissolution Amount on the Dissolution Date.

A listing application will be submitted to the MSX for the Certificates to be listed to the Bond and Sukuk Market of the MSX, immediately after obtaining all regulatory approvals including the Administrative Decision in relation to Series 1 of the Financial Services Authority (**FSA**) and the completion of the allocation of the Certificates.

The Certificates will be issued in registered form in fixed denominations (face value) of OMR 1 each, (**Offer Price**), the minimum subscription for an Applicant will be 10,000 Certificates (and integral multiples of 100 Certificates of in excess of 10,000 Certificates) (the **Minimum Subscription**).



There is no maximum subscription amount for each Applicant, provided that the aggregate subscription does not exceed the Maximum Subscription Size (the **Maximum Subscription**).

Each holding of Certificates will be recorded in book-entry form in the Register. The Register will be maintained by the Registrar at its specified office. Title to the Certificates will pass only upon registration in the Register.

This is an unofficial English translation of the original Supplemental Prospectus to the Base Prospectus prepared in Arabic and approved by the FSA according to Administrative Decision KH/37/2025 dated 15 September 2025. If there is any conflict between this unofficial English version of the Supplemental Prospectus and the official Arabic version, then the official Arabic version of the Supplemental Prospectus will prevail.

The FSA assumes no responsibility for the accuracy and adequacy of the statements and information contained in this Supplemental Prospectus and will not assume any liability for any damage or loss caused due to reliance or use of the information by any person. The liability for the content of this Supplemental Prospectus lies with the Issuer and the Obligor. The FSA has not assessed the suitability of the Certificates relates to any particular investor or type of investor and has not determined whether they are Shari'a compliant. If you do not understand the contents of this Supplemental Prospectus or are unsure whether the Certificates relates are suitable for your individual investment objectives and circumstances, then you should consult your appropriate advisers.



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APPLICABLE FINAL TERMS FOR SERIES 1
PART A – CONTRACTUAL TERMS AND PROCEDURES

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the base prospectus dated 15 September 2025 (the “**Base Prospectus**”). Full information on the Trustee, EDO Gas and the Guarantor and the offer of the Certificates is only available on the basis of a combination of this Final Terms (including the Annex hereto) and the Base Prospectus.

The Base Prospectus, the supplement(s) to the Base Prospectus and these Final Terms are available for viewing during normal business hours of the Trustee at P.O. Box 828, P.C.: 116, Muscat, Oman and copies may be obtained from the registered office of the Paying Agent and Registrar at P.O. Box 952, Ruwi, P.C: 112, Muscat, Oman.

Summary of Terms

1.	(a)	Trustee, Lessor and Muwakil:	Energy Development Sukuk SPC
	(b)	Seller, Obligor, Beneficiary, Lessee, Wakil and Servicing Agent:	EDO Gas SPC (EDO Gas)
	(c)	Guarantor	Energy Development Oman SAOC
2.	(a)	Issue Manager:	National Bank of Oman SAOG
	(b)	Certificateholders' Agent:	Muscat Clearing and Depository SAOC
	(c)	Registrar:	Muscat Clearing and Depository SAOC
	(d)	Paying Agent:	Muscat Clearing and Depository SAOC
3.		Shari'a Advisor:	Muzn Islamic Banking, National Bank of Oman SAOG
4.		Collecting Bank(s):	National Bank of Oman SAOG, Ahli Bank SAOG, Alizz Islamic Bank SAOC, Bank Dhofar SAOG, Bank Muscat SAOG, Bank Nizwa SAOG, Dhofar Islamic Banking, Oman Arab Bank SAOG, Meethaq Islamic Banking, Sohar International Bank SAOG, Sohar Islamic Bank and Muzn Islamic Banking.
5.		Series Number:	1
6.		Specified Currency:	OMR
7.		Aggregate Face Amount:	[OMR 50,000,000, subject to the exercise of the Greenshoe Option to increase the Original Subscription Size to OMR 75,000,000]
8.		Issue Price:	OMR 1 per Certificate
9.		Specified Denominations:	The Certificate will be issued in registered form in fixed denominations of OMR 1 each and integral multiples of OMR 1 in excess thereof.
10.		Calculation Amount:	OMR 1
11.	(a)	Issue Date:	[October 2025]



	(b)	Return Accumulation Commencement Date	Issue Date
12.		Scheduled Dissolution Date:	[October 2028]
13.		Periodic Distribution Amount Basis:	Fixed Rate Trust Certificates
14.		Dissolution Basis:	The Trust Certificates will be redeemed at 100 per cent. of the Aggregate Face Amount
15.		Put/Call Rights:	Optional Dissolution Call Right Certificateholder Put Right Clean Up Call Right Change of Control Put Right
16.		Tax Gross-up	Applicable
17.		Status	The Certificates are direct, unsubordinated, unsecured and limited recourse obligations of the Trustee
Provisions relating to profit payable (if any)			
18.		Fixed Periodic Distribution Provisions:	
	(a)	Rate:	4.40 per cent. per annum payable semi-annually in arrear on each Periodic Distribution Date (Profit Rate)
	(b)	Periodic Distribution Date(s):	Commencing on the 6th month anniversary of the Issue Date falling in April 2026. Each of the 6th month and 12th month anniversary of the Issue Date
	(c)	Day Count Fraction:	30/360
	(g)	Determination Date(s):	[•] in each year
Provisions relating to dissolution			
19.		Optional Dissolution Call Right:	Applicable
	(a)	Optional Dissolution Date(s):	[•]
	(b)	Optional Dissolution Amount (Call):	As per Condition 10.3
	(c)	Notice periods:	As per Condition 10.3
20.		Clean Up Call Right:	Applicable
	(a)	Clean Up Call Right Dissolution Date(s):	[•]
	(b)	Clean Up Call Right Dissolution Amount:	As per Condition 10.4
	(c)	Notice periods:	As per Condition 10.4
21.		Certificateholder Put Right:	Applicable
	(a)	Optional Dissolution Amount (Put):	As per Condition 10.6



	(b)	Notice periods:	As per Condition 10.6
22.		Change of Control Put Right	Applicable, as per Condition 10.7
23.		Dissolution Event Amount:	As per Condition 10.9
24.		Final Dissolution Amount:	As per Condition 10.1
25.		Total Loss Dissolution Amount:	As per Condition 10.5
General provisions applicable to the Certificates			
26.		Form of Certificates:	Certificates in registered form.
Provisions in respect of the Trust Assets			
27.		Trust Assets:	Condition 5.1 applies
28.		On the Issue Date:	
	(a)	Ijara Percentage:	55%
	(b)	Wakala Percentage:	45%
	(c)	Rental Rate:	[7.19]%
	(d)	Wakala Anticipated Profit Rate:	[1.00]%
Other transaction document information			
29.	(a)	Details of Transaction Account:	Energy Development Sukuk SPC Transaction Account No: [•] with [•] for Series No.1
	(b)	Supplemental Declaration of Agency:	Supplemental Declaration of Trust dated on or around the date of the Issue Date between the Trustee, the EDO Gas and the Certificateholders' Agent
	(c)	Supplemental Asset Purchase Agreement:	Supplemental Asset Purchase Agreement dated on or around the date of the Issue Date between the Trustee (as purchaser) and EDO Gas (as seller)
	(d)	Supplemental Lease Contract:	Supplemental Lease Agreement dated on or around the date of the Issue Date between the Trustee (as lessor) and the Obligor (as lessee)
	(e)	Supplemental Wakala Agreement:	Supplemental Wakala Agreement dated on or around the date of the Issue Date between the Trustee (as Muwakil) and EDO Gas (as Wakil)
	(f)	Purchase Order and Letter of Offer and Acceptance:	Purchase Order dated on or around the date of the Issue Date from the Obligor (as Buyer) to the Trustee (as Seller) and Letter of Offer and Acceptance dated on or around the date of the Issue Date from the Seller to the Buyer.
30.		Other final terms:	Greenshoe Option: In the case of over-subscription for the Certificates, the Issuer may exercise the Greenshoe Option and increase the Original Subscription Size up to the Maximum Subscription Size of OMR 75,000,000.

**Purpose of Final Terms**

These Final Terms comprise the final terms required for the issue and admission to trading on the Bond and Sukuk Market of the MSX of Certificates described in the Base Prospectus in relation to the Programme amounting to OMR 1 billion subject to the exercise of the Greenshoe Option to increase Original Subscription Size of OMR 50,000,000 up to the Maximum Subscription Size of OMR 75,000,000 by Energy Development Sukuk SPC.

Responsibility

Each of the Trustee, the Obligor and the Guarantor accepts responsibility for the information contained in these Final Terms. To the best of the knowledge and belief of each of the Trustee, the Obligor and the Guarantor (having taken all reasonable care to ensure that such is the case) the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information.

Signed on behalf of Energy Development Sukuk
SPC

By

.....Sd/-.....

Duly authorised

Signed on behalf of Energy Development
Oman SAOC

By:

.....Sd/-.....

Duly authorised

Signed on behalf of EDO Gas SPC

By

.....Sd/-.....

Duly authorised

PART B – OTHER INFORMATION

1.	Listing and Admission to Trading		
	(a)	Listing and Admission to trading:	Application will be made by the Trustee (or on its behalf) to the MSX for Certificates to be listed on the Bond and Sukuk Market of the MSX.
	(b)	Estimate of total expenses related to admission to trading:	Expenses in respect of the issuance of Certificates will be borne by the Obligor
2.	Ratings		
	Ratings:		The Certificates will not be rated.
3.	Interests of Natural and Legal Persons involved in the Issue		
	Save for any fees payable to the Issue Manager, so far as each of the Trustee, EDO Gas and the Guarantor is aware, no person involved in the issue of the Certificates has an interest material to the offer. The Issue Manager and/or its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, EDO Gas, the Guarantor and/or the Trustee (and each of their affiliates) in the ordinary course of business for which they may receive fees.		
4.	Operational Information		
	(a)	Details of Transaction Account:	Energy Development Sukuk SPC Transaction Account No: [•] with [•] for Series No.: 1
	(b)	Delivery of Certificates:	Delivery against payment
	(c)	MSX Certificates Identification Number for the Series	Certificateholders shall be notified in the Confirmation Message or in the announcement after the listing of the Certificates.
	(d)	Method of distribution:	Non-syndicated
	(e)	Offer mode:	Private Placement
	(f)	Offer Period:	From 18 September 2025 until 28 September 2025
	(h)	Date of FSA Administrative Decision Approving the Prospectus:	15 September 2025
5.	Terms and Conditions of the Offer		
	(a)	Offer Price:	OMR 1 per Certificate
	(b)	Details of the minimum / maximum amount of the application:	Please see “ <i>Allotment of Certificates – Series 1 Certificates</i> ” below.
	(c)	Description of possibility to reduce	If the total subscription amount of all Applicants is less than the Original Subscription Size, then the Issuer and the



		subscriptions and manner for refunding excess amounts paid by an applicant:	Obligor, in consultation with the Issue Manager and the FSA, will decide to either cancel the Offer or to reduce the Offer up to the subscribed amount within 10 Business Days of the Subscription End Date.
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ANNEX
ALLOTMENT OF CERTIFICATES – SERIES 1 CERTIFICATES

Series 1 Summary

No. of Certificates in the Offer	50,000,000 Certificates with an aggregate face amount of OMR 50,000,000, subject to the exercise of the Greenshoe Option to increase the Original Subscription Size up to the Maximum Subscription Size of OMR 75,000,000.
Minimum number of Certificates that may be subscribed for	10,000 Certificates
Maximum number of Certificates that may be subscribed for each Applicant	No limit on the subscription amount, provided that the aggregate subscription does not exceed the Maximum Subscription.
Allocation of Certificates	<p>Certificates will be allotted in the ascending order of yields quoted (lowest yield will be considered first), by the Applicants and Applicants at the cut-off yield may be allocated Certificates on a pro rata basis.</p> <p>Maximum Allocation to a single Investor will be up to 40% of the Certificates issued (the Issue Size).</p>
Offer Price:	OMR 1 per Certificate (face value)
Issue Expenses	Expenses in respect of the subscription will be borne by the Obligor
Mode of Offering:	Private Placement

Subscription Conditions and Procedures

Investors (each an **Applicant**) will be invited to participate in the offering of the Certificates by way of a competitive bidding process (the **Offer**). The Allocation (as defined below) will be made to the Applicants on the terms and conditions set out in this Annex.

Eligibility for the subscription of Certificates

The subscription to the Certificates is being offered only to select investors on a private placement basis with a minimum subscription of 10,000 Certificates. The Offer will be open to Omani and non-Omani individuals and juristic persons (non-individuals).

Prohibitions with regard to applications for the Offer

In accordance with the Administrative Decision 12/2005 issued by the FSA, the following persons will not be permitted to participate in the Offer:



1. Sole proprietorship establishments: The owners of sole proprietorship establishments may only submit Application Forms in their personal names.
2. Multiple applications: An Applicant may not submit more than one Application Form.
3. Joint applications: Applicants may not submit Application Forms in the name of more than one party (including on behalf of legal heirs).
4. Trust accounts: Customers registered under trust accounts may only submit Application Forms in their personal names (for the avoidance of doubt this restriction does not apply to investment funds and Waqfs).

Any Application Form not complying with the above criteria may be rejected without contacting the relevant Applicant.

Subscription on behalf of minor children

For the purpose of the Offer, any person under 18 years of age on the Subscription End Date of the subscription process will be defined as a minor.

Only a father may subscribe on behalf of his minor children.

If an Application Form is submitted on behalf of a minor by any person other than the minor's father, then the person submitting the Application Form must attach a valid Shari'a (legal) power of attorney issued by the competent authorities authorising it to deal in the funds of the minor through sale, purchase and investment.

Applicant's account and Investor Number with MCD

Each Applicant who applies for the Certificates must have an account and an investor number (an **Investor Number**) with MCD. Any Applicant may apply for an Investor Number and open an account by completing the relevant MCD application form or via MCD mobile application 'Oman Stocks' available in Google Play and Apple Store platforms. This may be obtained from either the MCD's head office or its branch office in Dhofar at the address below or its website at www.mcd.om or from brokerage companies licensed by the FSA.

The completed form may be submitted by an Applicant through any of the following channels:

1. Either at the head office of MCD, situated in the Muttrah Business District (South), Muscat; or its branch office in Dhofar, Oman, or by sending a facsimile to MCD at +968 2481 7491.
2. At the office of any brokerage company in Oman which is licensed by the FSA.
3. Through the MCD official email: mail@mcd.om

To open an account with MCD and receive an Investor Number, a juristic person must provide a copy of its constitutional documents in the form prescribed by MCD, along with a completed MCD application form.

Applicants who already hold accounts with MCD are advised, before submitting their Application Form, to confirm their details as noted in the Application Form. If required, Applicants should update their particulars and contact details with MCD through any of the channels mentioned above.



All correspondence, including delivery of a Confirmation Message (as defined below), will be sent to the Applicant either through the MCD at the address recorded at MCD or via electronics means under their contact details with MCD.

Applicants should ensure that their address specified in their Application Form is the same as the address registered with MCD and that such address registered with MCD is correct and is kept up to date at all times.

Each Applicant should obtain its Investor Number from MCD. The Investor Number will be required to complete the Application Form. Each Applicant is responsible for ensuring that the Investor Number set out in its Application Form is correct. Application Forms not bearing the correct Investor Number may be rejected without contacting the Applicant.

For more information on these procedures, Applicants should contact:

Muscat Clearing & Depository SAOC

PO Box 952, Ruwi, PC 112, Oman

Tel: +968 2482 2222 and +968 2482 2260;

Fax: +968 2481 7491

<https://mcd.om>

Subscription Period

The subscription period for subscribing to the Certificates will commence on 18 September 2025 (the **Subscription Start Date**) and close at 2 p.m. (Muscat time) on 28 September 2025 (the **Subscription End Date**) (**Subscription Period**). The Offer Period may be extended by the Obligor with the approval of the FSA.

Application Forms must be submitted in accordance with the manner set out in this Annex on or before the Subscription End Date. Application Forms which are submitted after the Subscription End Date will not be accepted.

Subscription Process

1. Applicants applying for Certificates may do so by completing a physical application form (each an **Application Form**).
2. Application Forms will be available at all branches of the Collecting Bank and the Issue Manager.
3. Application Forms submitted to the Collecting Bank after official working hours on the Subscription End Date will not be accepted.
4. The Applicant will be responsible for furnishing all its particulars, ensuring correctness and validity of the information provided for in the Application Form. The Collecting Bank has been instructed to accept only those Application Forms which comply with all the requirements as provided for in the Application Form and this Supplemental Prospectus.
5. Before filling the Application Form, each Applicant should carefully read the Base Prospectus and this Supplemental Prospectus and satisfy themselves as to the conditions and procedures governing the subscription. Additionally, each Applicant must refer to the Yield Table provided with the Application Form, to determine their desired price and the corresponding yield, to be

used for the bidding process. The Issuer may elect to disregard applications where the relevant price and corresponding yield exceed a particular threshold determined at its discretion.

6. Each Applicant must submit the Application Form to the Collecting Bank along with the payment for the Certificates and also ensure that all supporting documents are enclosed.
7. Application once submitted is binding, however a revised Application can be submitted with a lower profit rate or higher number of certificates or both.
8. See section entitled 'Terms and mode of payment' for the details of the payment process.

Reduction in Original Subscription Size

If the total subscription amount of all Applicants is less than the Original Subscription Size, then the Issuer and the Obligor, in consultation with the Issue Manager and the FSA, will decide to either cancel the Offer or to reduce the Offer up to the subscribed amount within 10 Business Days of the Subscription End Date.

Further, the Issuer and the Obligor, in consultation with the Issue Manager and the FSA, may decide to reduce the Offer at its discretion, based on a maximum yield that the Issuer and the Obligor decides.

Additional Allocation of Certificates in case of Oversubscription

If the Offer is oversubscribed, the Obligor may exercise the Greenshoe Option at its discretion in accordance with the specific terms and conditions set out in the Final Terms to increase the Original Subscription Size up to the Maximum Subscription Size by way of over-allotment of Certificates to the Applicants. The Certificates will be allotted in the ascending order of yields quoted (lowest yield will be considered first) by the Applicants and Applicants at the cut-off yield may be allocated Certificates on a pro rata basis.

Maximum Allocation allowed to a single Investor will be up to 40% of the Issue Size.

Minimum Subscription

The Minimum Subscription is 10,000 Certificates (and multiples of 100 Certificates thereof).

Maximum Subscription

There is no maximum subscription amount for each Applicant, provided that the aggregate subscription does not exceed the Maximum Subscription Size.

None of the Trustee, the Obligor, the Collecting Bank nor the Issue Manager will be liable for rejecting any Application Form in accordance with the procedures and conditions set out in this Annex, the Application Form, or for any change in the applicable laws or regulations that occur after the date of this Supplemental Prospectus. Applicants are advised to make their own independent investigations to ensure that their Application Forms comply with prevailing laws and regulations.

Terms and mode of payment

For the Offer, the Collecting Banks will open an escrow account titled "EDO OMR SUKUK" (or any equivalent description) (the **Escrow Account**) for the collection of the subscription proceeds.

The Escrow Accounts will be managed by the Collecting Banks, who will within 2 Business Days after receipt of the Full Application Money transfer the balance of the Escrow Account to the Transaction Account or to the order of the Issue Manager.

Each Applicant shall pay the full amount in respect of the aggregate number of Certificates allocated to it (the **Full Application Amount**) at the time of submission of its Application Form to the Collecting Bank. The Collecting Banks with the consent of the Issue Manager, for certain reputed and highly-solvent institutional investors, may permit an Applicant to pay the funds at a later date but in any event not later than 2 Business Days after the delivery of a Confirmation Message (as defined below). In such cases, the respective Applicant shall pay the Full Application Amount or, if it has received confirmation of the amount of its allocation from the Issue Manager, the amount of its allocation (the **Full Allocation Amount**) no later than 2 Business Days after the delivery of a Confirmation Message (as defined below) as confirmed to it by the Issue Manager. Notwithstanding the foregoing, the Collecting Banks will be fully responsible for the payment of the Full Allocation Amount no later than 2 Business Days after the delivery of a Confirmation Message. The Confirmation Message will be sent by the Issue Manager to the Applicants who have been allotted Certificates (the **Allocation**) directly or through MCD to their mobile number and/or email registered with MCD.

Each Applicant can use any of the following modes of payment:

1. Direct debit of their bank account(s) mentioned in the Application Form if such bank account(s) is/are maintained with the Collecting Bank; or
2. Transfer into the Escrow Account by way of bank transfer.

Particulars of the bank account of the Applicant

In accordance with the instructions of the FSA, the details of the bank account that is registered in the records of MCD under the Investor Number database shall be used for transferring any refund as well as for crediting any payment in connection with the stock or securities listed on the MSX. The said bank account details registered with MCD can be within the Collecting Bank or other than the Collecting Bank for any particular stock or securities that are listed on the MSX. MCD shall only refund and/or credit any payment in connection with the stock or securities listed on the MSX into the bank account that is registered under the Investor Number database.

The Applicant must not use the bank account number of any other person except in the case of minor children for which the father's bank account may be used.

Documentation required

A copy of a valid power of attorney duly endorsed by the competent legal authorities must be included if the Application Form is signed on behalf of another person.

For juristic persons, each Application Form must be submitted together with adequate and valid evidence, in form and substance satisfactory to the Collecting Bank, that the person signing the Application Form is duly authorised on behalf of that juristic person.

Acceptance of Application Forms by the Collecting Bank

Application Forms will be accepted by the Collecting Bank if received on or before the Subscription End Date. The Collecting Bank will refuse to accept any Application Form received after 2 p.m. (Muscat time) on the Subscription End Date.

The Collecting Bank shall carry out know your client and anti-money laundering checks and procedures on the Applicants and ensure compliance with all relevant laws.

Refusal of Application Forms

The Collecting Bank may, in its sole and absolute discretion, refuse to accept an Application Form, including (but not limited to), in the following circumstances if:

1. The Application Form is incomplete.
2. The Application Form does not bear the signature of the Applicant.
3. The Application Form does not include the Investor Number.
4. The Application Form is submitted in joint names.
5. The Applicant is a sole proprietorship.
6. The Applicant is a Trust Account (for the avoidance of doubt this restriction does not apply to investment funds and Waqfs).
7. The Investor Number mentioned in the Application Form is incorrect.
8. The Applicant submits more than one Application Form in the same name, all of them will be rejected.
9. The required supporting documents are not enclosed with the Application Form.
10. The power of attorney is not attached to the Application Form in respect of an Applicant who applies on behalf of another person.
11. The Application Form does not comply with the legal or eligibility requirements as provided for in the Base Prospectus (as supplemented by this Supplemental Prospectus).

If the Collecting Bank receives an Application Form that does not comply with the procedures set out in the Base Prospectus (as supplemented by this Supplemental Prospectus), then such Collecting Bank will make all possible efforts to notify the Applicant of this non-compliance, but the Collecting Bank or the Issue Manager will not bear any liability whatsoever for doing or not doing so. If the Applicant does not rectify the Application Form and submit it before 2 p.m. (Muscat time) on the Subscription End Date, then the Application Form will be rejected.

The Issue Manager may reject any Application Form in the above mentioned circumstances or if it considers the Application Form to be incomplete or insufficient or for any other reason, subject to obtaining approval of the FSA and submitting a detailed report to the FSA showing details of the Application Forms to be rejected and the reason for such rejection.

Enquiry and complaints

Any Applicant who wishes to seek clarification or file a complaint with regard to issues related to the Allocation or rejected Application Forms or refunds may contact the Collecting Bank. For this purpose, the following representatives of the Collecting Bank may be contacted on the contact details set out below:



Bank	Contact Name	Postal Address	Contact Details
National Bank of Oman SAOG	Salim Al Mussallami Reem Al Abri	NBO Head Office Building, Muscat, Sultanate of Oman	+968 2477 8075 +968 2477 8754 nbobackoffice@nbo.om
Ahli Bank SAOG	Amin Al Balushi Faisal Al Kharusi	PO Box 545, Postal Code 116, Mina Al Fahal, Muscat, Sultanate of Oman	+968 2457 7830 Amin.AIBalushi@Ahlibank.om; +968 2457 7128 Faisal.AIKharusi@Ahlibank.om;
Alizz Islamic Bank SAOC	Wail Al Shaibani	Bawsher Street, PO Box 753, Postal Code 112, Muscat, Sultanate of Oman	Wail.alshaibani@alizzislamic.com +968 24775560
Bank Dhofar SAOG	Hamid Said Hashmat Parag Mathur	PO Box 1507, Postal Code 112, Ruwi, Muscat, Sultanate of Oman	+968 9702 7773 InvestmentBackOffice@bankdhofar.com; p.mathur@bankdhofar.com
Bank Muscat SAOG	Sarah Kalbani Al Muaiyad Al Sabti	PO Box 134, Postal Code 112, Muscat, Sultanate of Oman	+968 2476 8044 +968 2480 1065 BrokerageBackOffice@bankmuscat.com;
Bank Nizwa SAOG	Ismail Al Suqri	PO Box 1423, Postal Code 133, Al Khuwair, Muscat, Sultanate of Oman	+968 2465 5530 +968 9329 1608 ismail.alsuqri@banknizwa.om;
Dhofar Islamic Banking	Hamid Said Hashmat Laith Ahmed Mohamed Nasser Al Hinai	PO Box 1507, Postal Code 112 Ruwi, Muscat, Sultanate of Oman	+968 97027773 InvestmentBackOffice@bankdhofar.com; l.alhinai@dhofarislamic.com
Oman Arab Bank SAOG	Saqar Al Harrasi Ghada Al Raisi	PO Box 2240, Postal Code 130, Al Ghubrah North, Sultanate of Oman	+968 2475 4526 +968 2475 4653 Saker.AIHarasi@omanarabbank.com; Ghada.AIRaisi@omanarabbank.com;



Bank	Contact Name	Postal Address	Contact Details
Meethaq Islamic Banking	Maryam Abdallah Al Balushi Muna Abdullah Humaid Al Mamari	Bank Muscat Head Office, Airport Heights, PO Box 134, Postal Code 112, Muscat, Sultanate of Oman	+968 2480 1937 +968 2480 1146 mib@bankmuscat.com
Muzn Islamic Banking	Salim Al Mussallami Reem Al Abri	NBO Head Office Building, Muscat, Sultanate of Oman	+968 2477 8075 +968 2477 8754 nbobackoffice@nbo.om
Sohar International Bank SAOG	Hussain Ali Al Lawati Amina Al Busaidi Mohammed Al Sharji	PO Box 44, Hai Al Mina, Postal Code 114, Muscat, Sultanate of Oman	+968 2473 0372 +968 2473 0125 Hussain.AILawati@soharinternational.com InvestmentSettlementOps2@soharinternational.com
Sohar Islamic Bank	Hussain Ali Al Lawati Amina Al Busaidi Mohammed Al Sharji	Shatti Al Qurum, The Waterfront Building, Level 3 P.O. Box 44, PC 114 Hai Al Mina, Sultanate of Oman	+968 2473 0372 +968 2473 0125 Hussain.AILawati@soharinternational.com InvestmentSettlementOps2@soharinternational.com

Confirmation Message and refunds

The Issue Manager will deliver a confirmation and details of successful subscription (**Confirmation Message**) to the successful Applicants within 3 Business Days after receiving FSA approval for the proposed Allocation.

Where an Applicant's Allocation is less than the Certificates that it applied for in its Application Form and has paid the Full Application Amount to the Collecting Bank, the excess amount so paid by such Applicant will be refunded to the Applicant by MCD within 3 to 5 Business Days at the latest following the Allocation.

Proposed Offer timetable

The following table shows the expected time schedule for completion of the Offer:

Process	Date*
Commencement of the Offer (Subscription Start Date)	18 September 2025
Closing of the Offer (End Date)	28 September 2025
Due Date for Issue Managers to receive subscription data from Collecting Banks	30 September 2025
Decision on election of the Greenshoe Option in case of oversubscription of the Offer	30 September 2025
Notification to the FSA of the outcome of the Offer and the proposed Allocation	01 October 2025
Approval from the FSA of the proposed Allocation	01 October 2025
Commencement of refund (if required)	02 October 2025
Settlement and Issue Date	07 October 2025
Listing of the Certificates with MSX	08 October 2025

**The actual dates may vary.*

Listing and Trading of the Certificates

An application will be made to the MSX for listing and trading of the Certificates on the Bond and Sukuk Market of the MSX.

SUKUK ASSETS

The proceeds of the issuance of Series 1 (the **Proceeds**) shall be invested under an Ijarah / Wakala structure, whereby 55% of the Proceeds shall be used to acquire certain tangible assets (the **Lease Assets**) and 45% of the Proceeds shall be used to make investments in certain of the EDO Group's activities or business ventures (the **Wakala Investment Amount**).

Below is a preliminary description of the Lease Assets and the manner in which the Wakala Investment Amount shall be invested. Note that the actual assets will be confirmed upon the finalisation of the issue size.

Lease Assets

The Lease Assets will be selected by the Obligor from the following pool of identified assets.

The Lease Assets will represent at least OMR 41.25 million based on the Maximum Subscription Size. All the Lease Assets are tangible assets located in the Sultanate of Oman.

	Cluster 1	Cluster 2	Cluster 3	
(OMR)	Saih Nihayda Barik	Saih Rawl	Yibal	Grand Total
Oil Country Tubular Goods (Specialised Pipes)	108,859,133	147,496,638	83,023,831	339,379,602
Well heads	23,446,583	31,768,507	17,882,056	73,097,145
TOTAL	132,305,716	179,265,144	100,905,886	412,476,747

The terms of the issuance permit the Lease Assets to be substituted following the issuance, in the manner described in the Asset Substitution Undertaking.

Wakala Investment Amount

Description of activities/business that the Wakala Investment Amount will be invested in

The Obligor will invest the Wakala Investment Amount in the business of the EDO Group. The Wakala Investment Amount shall be at least OMR 33.75 million based on the Maximum Subscription Size.

Investment Activities

NAG and NAG Condensate

EDO Gas SPC sells Block 6 NAG to Integrated Gas Company (**IGC**) Oman, the Government gas aggregator since 1 January 2023. Sales are governed by the NAG Sales Agreement entered into between EDO Gas SPC and IGC Oman.

IGC Oman pays EDO Gas for the NAG volumes that IGC Oman procures from Block 6 at a fixed transfer price calculated using a "blended transfer price" methodology.

Oil and Condensate (AG and NAG)

Block 6 Oil and condensate production is commingled with production from other blocks in PDO's Main Oil Line and sold at the same price. The blended stream is known as OEB. EDO Gas SPC sell its share of OEB from Block 6 production to Oman's Ministry of Energy and Minerals pursuant to an agreement negotiated on arm's length terms.

UNDERTAKINGS

Energy Development Sukuk SPC (as Issuer and Trustee)

Energy Development Sukuk SPC undertakes the following:

1. the information provided in this Supplemental Prospectus is true and complete;
2. due diligence has been conducted to ensure that no material information has been omitted which would render this Supplemental Prospectus misleading; and
3. to comply with all provisions set out in the Securities Law, the Bond and Sukuk Regulations, the Commercial Companies Law and the rules, regulations and directives issued pursuant to them.

For and on behalf of **Energy Development Sukuk SPC**

S. No.	Name	Designation	Signature
1.	[•]		Sd/-
2.			

EDO Gas SPC (as Obligor)

EDO Gas SPC undertakes the following:

1. the information provided in this Supplemental Prospectus is true and complete;
2. due diligence has been conducted to ensure that no material information has been omitted which would render this Supplemental Prospectus misleading; and
3. to comply with all provisions set out in the Securities Law, the Bond and Sukuk Regulations, the Commercial Companies law and the rules, regulations and directives issued pursuant to them.

For and on behalf of **EDO Gas SPC**

S. No.	Name	Designation	Signature
1.	[•]		Sd/-
2.			

Energy Development Oman S.A.O.C (as Guarantor)

Energy Development Oman S.A.O.C undertakes the following:

- a) the information provided in this Supplemental Prospectus is true and complete;
- b) due diligence has been conducted to ensure that no material information has been omitted which would render this Supplemental Prospectus misleading; and
- c) to comply with all provisions set out in the Securities Law, the Bond and Sukuk Regulations, the Commercial Companies law and the rules, regulations and directives issued pursuant to them.

For and on behalf of **Energy Development Oman S.A.O.C**

S. No.	Name	Designation	Signature
1.	[•]		Sd/-
2.			

National Bank of Oman S.A.O.G. (as Issue Manager)

National Bank of Oman S.A.O.G. undertakes the following:

1. Pursuant to our responsibilities under Article 28 of the Securities Law and the Bond and Sukuk Regulations issued by the FSA, we have reviewed all the relevant documents and other material required for the preparation of this Supplemental Prospectus.
2. The Board of Directors of Energy Development Sukuk SPC and Energy Development Oman S.A.O.G. shall, jointly and severally, bear responsibility with regard to the validity of the information provided in this Supplemental Prospectus, and they have confirmed that they have not omitted any material information which would have made the Supplemental Prospectus misleading.
3. We have conducted the due diligence by the standards of our profession with regard to this Supplemental Prospectus, which has been prepared under our supervision. Based on the reviews and discussion with the Issuer, the Obligor and the Guarantor and their officers, officials and other related parties, we confirm the following:
 - a) we have conducted reasonable due diligence to ensure that the information given to us by the Issuer, the Obligor and the Guarantor included in this Supplemental Prospectus is consistent with the facts in the documents, material and other material of the offering;
 - b) to the best of our knowledge and from the information provided by the Issuer, the Obligor and the Guarantor, no material information has been omitted which would render this Supplemental Prospectus misleading;
 - c) this Supplemental Prospectus and the offering to which it relates conforms to all the rules and terms of disclosure stipulated in the Securities Law, the Commercial Companies Law, the Bond and Sukuk Regulations and the directives and decisions issued in this regard; and
 - d) the information contained in this Supplemental Prospectus (and its unofficial translation into English) is true, sound and adequate.

For and on behalf of **National Bank of Oman S.A.O.G.**

S. No.	Name	Designation	Signature
1.	[•]		Sd/-
2.	[•]		Sd/-

Trowers & Hamlins, Oman branch (as Legal Adviser)

The Legal Adviser hereby undertakes to the FSA that:

1. all the procedures taken in connection with the issue and offering of the Certificates are in line with:
 - a) the laws and regulations applicable to Energy Development Sukuk SPC;
 - b) the requirements issued by the FSA issued pursuant to the Bond and Sukuk Regulations; and
 - c) the constitutive contract of Energy Development Sukuk SPC.
2. Energy Development Sukuk SPC has obtained all applicable approvals in Oman required for the issuance of the Certificates as described in this Supplemental Prospectus.

For and on behalf of **Trowers & Hamlins, Oman**

S. No.	Name	Designation	Signature
1.	[•]		Sd/-