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## UNDERWRITING

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### HONG KONG UNDERWRITERS

China International Capital Corporation Hong Kong Securities Limited  
CLSA Limited  
ABCI Securities Company Limited  
China Securities (International) Corporate Finance Company Limited

### UNDERWRITING

This prospectus is published solely in connection with the Hong Kong Public Offering. The Hong Kong Public Offering is fully underwritten by the Hong Kong Underwriters on a conditional basis. The International Offering is expected to be fully underwritten by the International Underwriters. If, for any reason, the Offer Price is not agreed between the Company and the Joint Global Coordinators (on behalf of the Underwriters), the Global Offering will not proceed and will lapse. The Global Offering comprises the Hong Kong Public Offering of initially 7,997,200 Hong Kong Offer Shares and the International Offering of initially 71,971,500 International Offer Shares, subject in each case, to reallocation on the basis as described in the section headed “Structure of the Global Offering” in this prospectus as well as to the Over-allotment Option in the case of the International Offering.

### UNDERWRITING ARRANGEMENTS AND EXPENSES

#### Hong Kong Public Offering

##### *Hong Kong Underwriting Agreement*

The Hong Kong Underwriting Agreement was entered into on Thursday, June 21, 2018. Pursuant to the Hong Kong Underwriting Agreement, the Company is offering the Hong Kong Offer Shares for subscription by the public in Hong Kong on the terms and conditions set out in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement at the Offer Price.

Subject to (i) the Listing Committee granting approval for the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering on the Main Board of the Stock Exchange and (ii) certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have agreed severally to subscribe or procure subscribers for their respective applicable proportions of the Hong Kong Offer Shares being offered which are not taken up under the Hong Kong Public Offering on the terms and conditions set out in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional on the International Underwriting Agreement having been signed and becoming unconditional and not having been terminated in accordance with its terms.

##### *Grounds for termination*

The Sole Representative (for itself and on behalf of the Joint Bookrunners and the Hong Kong Underwriters) may, in its sole and absolute discretion, be entitled by written notice to the Company, to terminate the Hong Kong Underwriting Agreement with immediate effect if, at any time prior to 8:00 a.m. on the Listing Date:

- (i) there shall develop, occur, exist or come into effect:
  - a. any local, national, regional or international event, series of events or circumstance in the nature of force majeure (including, without limitation, any acts of government,

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- declaration or acts of a national or international emergency or war, calamity, crisis, outbreak or escalation of diseases or epidemics including, but not limited to, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9 and such related/mutated forms, pandemic, labor disputes, strikes, lock-outs, fire, explosion, flooding, civil commotion, riots, public disorder, outbreak or escalation of hostilities (whether or not war is or has been declared), acts of God, acts of terrorism (whether or not responsibility has been claimed), earthquake, or volcanic eruption in or directly or indirectly affecting Hong Kong, the PRC, Singapore, the United States, the United Kingdom, the European Union (or any member thereof), Japan (each a “**Relevant Jurisdiction**”), or any other jurisdiction relevant to the Group; or
- b. any new law or regulation or any change or development involving a prospective change in existing laws or regulations, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting any Relevant Jurisdiction; or
  - c. any change or development involving a prospective change or development, or any event or series of events resulting or likely to result in or representing any change or development, or any prospective change or development, in local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions or any monetary or trading settlement system (including, without limitation, any change in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets, or a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or a revaluation of the Hong Kong dollar or Renminbi against any foreign currencies or a change in any other currency exchange rates) in or affecting any Relevant Jurisdiction; or
  - d. any general moratorium on commercial banking activities in any Relevant Jurisdiction declared by the relevant authorities, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or
  - e. the imposition of any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Singapore Stock Exchange, the Tokyo Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or
  - f. the imposition of economic sanctions, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction and/or any other jurisdiction relevant to the Group; or
  - g. any change, development or event involving a prospective change in taxation or exchange control, currency exchange rates or foreign investment regulations in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or
  - h. any Director or Supervisor being charged with an indictable offence or prohibited by operation of law, or otherwise disqualified from taking part in the management of a company or the commencement by any governmental, political, regulatory body of any investigation or action, or announcing an intention to investigate or take other action, against any Director or Supervisor; or

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- i. any governmental authority or a political or regulatory body or organization in any Relevant Jurisdiction commencing any investigation or take other action, or announcing an intention to investigate or take other action, against any member of the Group; or
- j. any litigation or claim being threatened or instigated against any member of the Group which litigation or claim is expected to have a material adverse effect on the Group or its business taken as a whole; or
- k. any contravention by any member of the Group or any Director or Supervisor of the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the PRC Company Law, the Listing Rules or other applicable law; or
- l. a prohibition on the Company for whatever reason from offering, allotting, issuing or selling the H Shares (including the Over-allotment Option Shares) pursuant to the terms of the Global Offering; or
- m. non-compliance of this prospectus or the Application Forms (or any other documents used in connection with the contemplated offer and sale of the H Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable law; or
- n. except with the prior written consent of the Sole Representative, the issue or requirement to issue by the Company of any supplement or amendment to this prospectus or other documents in connection with the offer and sale of the H Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or any requirement or request of the Stock Exchange and/or the SFC; or
- o. an order or a petition is presented for the winding-up or liquidation of any member of the Group or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto, occurs in respect of any member of the Group; or

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Representative (for itself and on behalf of the Joint Bookrunners and Hong Kong Underwriters) (1) is or will or is reasonably likely to have a material adverse effect on, or a material and prejudicial effect on, the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition (financial or otherwise), or performance of the Group as a whole; or (2) has or will have or is reasonably likely to have a material adverse effect on the success of the Global Offering or the level of application under the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged; or (3) makes or will make it or may reasonably be expected to make it inadvisable or inexpedient or impracticable for any part of the Hong Kong Underwriting Agreement, the Hong Kong Public Offering and/or the Global Offering to proceed or the delivery of the Offered Shares to be performed or implemented or proceed as envisaged or to market the Global Offering; or (4) has or will have or may reasonably be expected to have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting the Hong Kong Public Offering and/or the Global Offering) incapable of performance in accordance with its terms or

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preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

- (ii) there comes to the notice of the Sole Sponsor, the Sole Representative, the Joint Bookrunners, the Joint Global Coordinators, or any of the Hong Kong Underwriters:
- a. any statement contained in any of this prospectus, the Application Forms, the application proof and the post hearing information pack, as amended or supplemented thereto, and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incomplete, incorrect, inaccurate or misleading in any material respect, or that any material forecast, estimate, expression of opinion, intention or expectation expressed or contained in any of this prospectus, the Application Forms, the application proof and the post hearing information pack, as amended or supplemented thereto, and/or any notices, announcements, advertisements, communications or other documents so issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering is not fair and honest and made on reasonable grounds or where appropriate, based on reasonable assumptions with reference to the facts and circumstances then subsisting; or
  - b. any matter or event arising or has been discovered rendering or there coming to the notice of any of the Sole Representative, the Joint Global Coordinators, the Joint Bookrunners or the Hong Kong Underwriters that, not having been disclosed in this prospectus, constitute a material omission therefrom or showing any of the representations, warranties and undertakings given by the Company in the Hong Kong Underwriting Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue or inaccurate in any material respect or misleading in any respect or there has been a breach of any of the representations, warranties, undertakings or provisions of either this Agreement or the International Underwriting Agreement by the Company in any material respect; or
  - c. any matter, event, act or omission which gives or is likely to give rise to any liability of the Company pursuant to the indemnities given by the Company under the Hong Kong Underwriting Agreement if such liability may reasonably be expected to materially and adversely affect the business or financial or trading position of the Group as a whole; or
  - d. any adverse change or development involving a prospective material adverse change or development in the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, properties, results of operations, position or condition (financial or otherwise) of the Group as a whole. The term "adverse change or development" shall include any litigation or claim of any third party being threatened or instigated against any member of the Group and which may reasonably be expected to materially and adversely affect the business or financial or trading position of the Group as a whole; or
  - e. any of the experts (other than the Sole Sponsor) specified in this prospectus has withdrawn its respective consent to the issue of this prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or

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- f. the Company has withdrawn this prospectus, the Application Forms (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- g. Admission is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the Admission is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

then the Sole Representative may (for itself and on behalf of the Joint Bookrunners and the Hong Kong Underwriters), in their sole and absolute discretion and upon giving notice in writing to the Company, terminate the Hong Kong Underwriting Agreement with immediate effect.

### *Undertakings to the Stock Exchange pursuant to the Listing Rules*

#### *(A) Undertakings by the Company*

Pursuant to Rule 10.08 of the Listing Rules, the Company has undertaken to the Stock Exchange that it will not, at any time within six months from the Listing Date, issue any Shares or other securities convertible into equity securities of the Company (whether or not of a class already listed) or enter into any agreement or arrangement to issue any Shares or such other securities (whether or not such issue of Shares or such other securities will be completed within six months from the commencement of dealing), except pursuant to the Global Offering or under any of the circumstances provided under Rule 10.08 of the Listing Rules.

#### *(B) Undertakings by the Controlling Shareholder*

Pursuant to Rule 10.07 of the Listing Rules, the Controlling Shareholder has undertaken to the Stock Exchange and to the Company that it will not (and will procure that the relevant registered holder(s) will not):

- (i) in the period commencing on the date by reference to which disclosure of its shareholding in the Company is made in this prospectus and ending on the date which is six months from the date on which dealings in the H Shares commence on the Stock Exchange (“**First Six-Month Period**”), dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares directly or indirectly beneficially owned by it; and
- (ii) in the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares directly or indirectly beneficially owned by it if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it would cease to be the Controlling Shareholder.

Pursuant to Note (3) to Rule 10.07(2) of the Listing Rules, the Controlling Shareholder has undertaken to the Stock Exchange and to the Company that, within the period commencing on the date by reference to which disclosure of its shareholding in the Company is made in this prospectus and ending on the date which is 12 months from the date on which dealings in the H Shares commence on the Stock Exchange, it will:

- (i) when it pledges and/or charges any Shares or other securities of the Company beneficially owned by it directly or indirectly in favor of an authorized institution (as defined in the

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Banking Ordinance (Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan) pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform the Company of such pledge or charge together with the number of Shares so pledged and/or charged; and

- (ii) when it receives indications, either verbal or written, from the pledgee and/or chargee that any of the pledged and/or charged Shares will be disposed of, immediately inform the Company of such indications.

We will also, as soon as we have been informed of the above matters (if any) by the Controlling Shareholder, inform the Stock Exchange and disclose such matters as soon as possible by way of an announcement to be published as required under the Listing Rules.

### ***Undertakings pursuant to the Hong Kong Underwriting Agreement***

#### *Undertakings by the Company*

The Company has undertaken to each of the Sole Sponsor, the Sole Representative, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that, except pursuant to the Global Offering (including the H Shares to be issued pursuant to Over-allotment Option) not to, at any time during the period commencing on the date of the Hong Kong Underwriting Agreement and ending on, and including, the date on which the First Six-Month Period expires, without the prior written consent of the Sole Sponsor and the Sole Representative (for itself and on behalf of the Joint Bookrunners and the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, assign, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of, or create an encumbrance over, or agree to transfer or dispose of or create a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or equity security interest of any kind over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the equity securities of the Company, or any interest in any of the foregoing (including, without limitations, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any shares or securities convertible into equity securities of the Company), or deposit any H Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such equity securities of the Company or any interest therein; or
- (c) enter into any transaction with the same economic effect as any transaction specified in paragraph (a) or (b) above; or
- (d) offer to or agree to do, or announce or publicly disclose any intention to effect, any transaction specified in paragraph (a), (b) or (c) above,

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in each case, whether any of the transactions specified in paragraph (a), (b) or (c) above is to be settled by delivery of such equity securities of the Company, or in cash or otherwise (whether or not the allotment or issue of such equity securities of the Company will be completed within the First Six-Month Period).

If, at any time during the Second Six-Month Period, the Company enters into any of the transactions specified in paragraph (a), (b) or (c) above or offers to or agrees to do, or announces or publicly discloses any intention to effect any such transaction, the Company will take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not, and no other act of the Company will, create a disorderly or false market in the equity securities of the Company.

### **International Offering**

#### ***International Underwriting Agreement***

In connection with the International Offering, the Company expects to enter into the International Underwriting Agreement with the Joint Global Coordinators, the Sole Sponsor, the Joint Bookrunners and the International Underwriters. Under the International Underwriting Agreement and subject to the Over-allotment Option, the International Underwriters would, subject to certain conditions set out therein, severally agree to subscribe for, or procure subscribers for, their respective applicable proportions of the International Offer Shares initially being offered pursuant to the International Offering (excluding, for the avoidance of doubt, the Offer Shares which are subject to the Over-allotment Option). It is expected that the Company will grant to the International Underwriters the Over-allotment Option, exercisable by the Sole Representative (on behalf of the International Underwriters) at any time from the date of the International Underwriting Agreement until the 30th day from the last day for lodging applications under the Hong Kong Public Offering, to require the Company to issue and allot up to an aggregate of 11,995,300 additional H Shares, representing approximately 15% of the initial Offer Shares, at the Offer Price, among other things, to cover over-allotments in the International Offering, if any.

It is expected that the International Underwriting Agreement may be terminated on similar grounds as the Hong Kong Underwriting Agreement. Potential investors are reminded that in the event that the International Underwriting Agreement is not entered into, the Global Offering will not proceed and will lapse. Please see the section headed “Structure of the Global Offering — The International Offering” in this prospectus for further details.

### **Indemnity**

The Company has agreed to indemnify among others, the Sole Representative, the Joint Global Coordinators, the Sole Sponsor, the Joint Bookrunners and the Hong Kong Underwriters for certain losses which they may suffer or incur, including liabilities under the US Securities Act, losses arising from their performance of their obligations under the Hong Kong Underwriting Agreement and any breach by the Company of the Hong Kong Underwriting Agreement. It is expected that we will also indemnify the International Underwriters for certain losses which they may suffer.

### **Commissions and Expenses**

The Sole Representative (on behalf of the Hong Kong Underwriters) will receive an aggregate underwriting commission of 2.45% of the aggregate Offer Price payable for the Hong Kong Offer

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Shares initially offered under the Hong Kong Public Offering, out of which they will pay any sub-underwriting commission.

The Sole Representative (on behalf of the Hong Kong Underwriters) may receive a discretionary incentive fee of up to 1% of the aggregate Offer Price payable for the Hong Kong Offer Shares.

For any unsubscribed Hong Kong Offer Shares reallocated to the International Offering, the underwriting commission will not be paid to the Hong Kong Underwriters but will instead be paid, at the rate applicable to the International Offering, to the Sole Representative and the relevant International Underwriters.

Assuming the Over-allotment Option is not exercised at all and based on an Offer Price of HK\$21.0, being the mid-point of the Offer Price range of HK\$17.80 to HK\$24.20 per Offer Share, the fees and commissions in connection with the Hong Kong Public Offering and the International Offering, together with the Stock Exchange trading fee, the SFC transaction levy, legal and other professional fees, printing and other expenses relating to the Global Offering, are estimated to amount to approximately RMB74.27 million in aggregate. Such commissions, the Stock Exchange trading fee and the SFC transaction levy are payable and borne by the Company. The fees and expenses of our professional advisors and service providers engaged by us in relation to the Global Offering will be borne by us.

### *Hong Kong Underwriters' Interests in the Company*

Save for their respective obligations under the Underwriting Agreements and saved as otherwise disclosed in this prospectus, as of the Latest Practicable Date, none of the Underwriters was interested legally or beneficially, directly or indirectly, in any shares or other securities of the any member of the Group or had any right or option (whether legally enforceable or not) to subscribe for or purchase, or to nominate persons to subscribe for or purchase, any shares or other securities of any member of the Group in the Global Offering.

Following the completion of the Global Offering, the Underwriters and their affiliated companies may hold a certain portion of the H Shares as a result of fulfilling their respective obligations under the Underwriting Agreements.

### **Restrictions on the Offer Shares**

No action has been taken to permit a public offering of the Offer Shares, other than in Hong Kong, or the distribution of this prospectus in any jurisdiction other than in Hong Kong. Accordingly, this prospectus may not be used for the purpose of, and does not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorized or to any person to whom it is unlawful to make an offer or invitation. In particular, the Offer Shares have not been offered or sold, and will not be offered or sold, directly or indirectly, in the PRC.

### **INDEPENDENCE OF THE SOLE SPONSOR**

The Sole Sponsor satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.



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### ACTIVITIES BY SYNDICATE MEMBERS

The underwriters of the Hong Kong Public Offering and the International Offering (together, the “**Syndicate Members**”) and their affiliates may each individually undertake a variety of activities (as further described below) which do not form part of the underwriting or stabilizing process.

The Syndicate Members and their affiliates are diversified financial institutions with relationships in countries around the world. These entities engage in a wide range of commercial and investment banking, brokerage, funds management, trading, hedging, investing and other activities for their own account and for the account of others. In the ordinary course of their various business activities, the Syndicate Members and their respective affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Company and/or persons and entities with relationships with the Company and may also include swaps and other financial instruments entered into for hedging purposes in connection with the Group’s loans and other debt.

In relation to the H Shares, the activities of the Syndicate Members and their affiliates could include acting as agent for buyers and sellers of the H Shares, entering into transactions with those buyers and sellers in a principal capacity, including as a lender to initial purchases of the H Shares (which financing may be secured by the H Shares) in the Global Offering, proprietary trading in the H Shares, and entering into over the counter or listed derivative transactions or listed and unlisted securities transactions (including issuing securities such as derivative warrants listed on a stock exchange) which have as their underlying assets, assets including the H Shares. Those activities may require hedging activity by those entities involving, directly or indirectly, the buying and selling of the H Shares, which may have a negative impact on the trading price of the H Shares. All such activities could occur in Hong Kong and elsewhere in the world and may result in the Syndicate Members and their affiliates holding long and/or short positions in the H Shares, in baskets of securities or indices including the H Shares, in units of funds that may purchase the H Shares, or in derivatives related to any of the foregoing.

In relation to issues by Syndicate Members or their affiliates of any listed securities having the H Shares as their underlying securities, whether on the Stock Exchange or on any other stock exchange, the rules of the stock exchange may require the issuer of those securities (or one of its affiliates or agents) to act as a market maker or liquidity provider in the security, and this will also result in hedging activity in the H Shares in most cases.

All such activities may occur both during and after the end of the stabilizing period described in the section headed “Structure of the Global Offering” in this prospectus. Such activities may affect the market price or value of the H Shares, the liquidity or trading volume in the H Shares and the volatility of the price of the H Shares, and the extent to which this occurs from day to day cannot be estimated.

It should be noted that when engaging in any of these activities, the Syndicate Members will be subject to certain restrictions, including the following:

- (a) the Syndicate Members (other than the Stabilizing Manager or any person acting for it) must not, in connection with the distribution of the Offer Shares, effect any transactions (including issuing or entering into any option or other derivative transactions relating to

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the Offer Shares), whether in the open market or otherwise, with a view to stabilizing or maintaining the market price of any of the Offer Shares at levels other than those which might otherwise prevail in the open market; and

- (b) the Syndicate Members must comply with all applicable laws and regulations, including the market misconduct provisions of the SFO, including the provisions prohibiting insider dealing, false trading, price rigging and stock market manipulation.

Certain of the Syndicate Members or their respective affiliates have provided from time to time, and expect to provide in the future, investment banking and other services to the Company and its affiliates for which such Syndicate Members or their respective affiliates have received or will receive customary fees and commissions.

### **OVER-ALLOTMENT OPTION AND STABILIZATION**

Details of the arrangements relating to the Over-allotment Option and stabilization are set forth in the section headed “Structure of the Global Offering” in this prospectus.