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Subject: Green - ICD ("Indigo") Term Sheets.

All,

Please find three attachments relating to Indigo.

1) Green Contingent Convertible Preferred Stock
<<Contingent Convert Term Sheet v2.ppt>>

2) IMD Convertible Preferred Stock

<<IMD Convertible Preferred Stock.ppt>>

3) Strategic Opportunities
<<Strategic Partnerships v3.ppt>>

Regards,
Kelsey

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Green Contingent Convertible Stock

Security Type	◆ Contingent Convertible Non-Cumulative Non-Voting Perpetual Preferred Stock
Investment Size	◆ \$[2.25] billion
Purchase Price	◆ \$[] per preferred share
Liquidation Preference	◆ \$[] per preferred share
Conversion Price	<ul style="list-style-type: none">◆ Initially, the product of (x) book value per share as of the close of business on the occurrence of the Commercial Real Estate Asset Event and (y) such number as agreed upon by the parties. The book value per share used to calculate the conversion price is post-Commercial Real Estate Asset Event and pre-new investment◆ The Conversion Price of the preferred shares will be reduced by \$[] commencing with the first meeting in which shareholders fail to approve conversion, an additional \$[] commencing with the second meeting in which shareholders fail to approve conversion and an additional \$[] commencing with the third meeting in which shareholders fail to approve conversion
Dividends	<ul style="list-style-type: none">◆ Initially, dividend equal to if converted common dividend◆ Commencing with the first meeting in which shareholders fail to approve conversion, payable in an amount equal to []% of liquidation preference; this rate will increase to []% of the liquidation preference commencing with the dividend period during which a second failed shareholder approval occurs and []% of the liquidation preference commencing with the dividend period during which a third failed shareholder approval occurs◆ Dividends in any case will be the maximum of the cash dividend payable in that period and the if converted common dividend per share◆ Dividends are not cumulative◆ If full dividends are not paid for a particular dividend period, Green will not declare or pay dividends on or redeem or purchase any common stock or other junior securities during the next succeeding dividend period
Voting Rights	◆ None

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Green Contingent Convertible Stock

Price Reset	◆ Other than as may be contemplated by the Commercial Real Estate Asset Event, the Conversion Price will be adjusted in the event of a change of control of Green, splits and combinations of Green's common shares and other customary events that trigger anti-dilution adjustments
Redemption	◆ [The preferred shares are not redeemable]
Exchange/Conversion	◆ Company will use its reasonable best efforts to obtain shareholder approval of the conversion of the Convertible Preferred securities into common stock and related increase in number of authorized common shares (the obligation will continue despite the failure of any particular shareholder vote) ◆ Upon (i) receipt of shareholder approval and (ii) the completion of the Commercial Real Estate Asset Event, at the end of the calendar quarter of approval and completion of the Commercial Real Estate Asset Event, the convertible preferred securities will automatically convert into a number of common shares equal to the Liquidation Preference divided by the Conversion Price
[Board of Directors Representation]	◆ [X voting board member(s)] ◆ [Upon ownership of less than x% of the common shares of Green, Board has right to request that representative(s) step down]
[Standstill]	◆ [Prohibition on acquisition of voting securities in excess of [x]% of total]
[Prohibition of Repurchase of Common Shares]	◆ [For as long as the preferred shares are outstanding, Green is prohibited from redeeming, purchasing or acquiring any common shares, subject to limited exceptions]
[Lockup]	◆ [TBD]
[Registration Rights]	◆ [TBD]

IMD Convertible Preferred Stock

Security Type	◆ Series A Convertible [Cumulative] Preferred Stock (“Series A Shares” or “Preferred Stock”)
Financing	◆ \$[750] million by Indigo
Exchange/Conversion Price	◆ Initially \$[] per IMD common share (the “Conversion Price”)
Dividends	◆ Holders of Series A Shares will be entitled to receive [cumulative] dividends at a []% per annum rate in preference to any dividend paid to the holders of the common stock ◆ [These dividends will be payable in cash or stock upon an IPO or the sale of IMD]
Liquidation Rights	◆ In the event of any liquidation, dissolution, or winding up of IMD, the holders of Series A Shares are entitled to receive, prior and in preference to any distribution of any assets or surplus funds to the shareholders of the Common Stock, the original Conversion Price per share (\$[] per share) plus accrued dividends
Voting Rights	◆ Holders of Series A Shares will be entitled to that number of votes on all matters presented to shareholders equal to the number of shares of Common Stock then issuable upon conversion of such Series A Shares and will vote together with the Common Stock as a single class
Board Representation	◆ [Upon an IPO,] Indigo will receive [1] Board seat on IMD’s Board of Directors
Optional Conversion	◆ Each holder of Series A Shares will have the right, at the option of the holder at any time, to convert its Series A Shares into shares of Common Stock at an initial conversion ratio of one-to-one, subject to anti-dilution adjustments
Mandatory Conversion	◆ The Series A Shares will be automatically converted into Common Stock, at the then applicable conversion rate, (i) upon completion of a public offering raising net proceeds equal to or in excess of \$[] million (after deduction of underwriter’s commissions and expenses) at a price per share of at least [] times the Series A per share conversion price or (ii) a sale of IMD approved by the Board and a majority of the Series A Shareholders
Redemption	◆ Holders of a majority of the Preferred Stock may elect, at any time after the [3 rd] anniversary of closing, to require IMD to redeem the Preferred Shares at the original purchase price per share (the “Redemption Price”), plus all accrued but unpaid dividends – IMD would have the option to redeem the Preferred Stock using cash or Green common stock
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Strategic Partnership Opportunities

- ◆ **Investment Access:** Green agrees to provide Indigo access to Green-originated and managed alternative investment opportunities for direct investment by Indigo. Potential products could include:
 - Hedge Fund: Full range of products including proprietary single manager funds and funds of hedge funds, and strategic partnerships to offer access to funds managed by companies in which Green has a non-controlling minority interest
 - Private Equity: Access to Green’s wide range of exclusive private equity funds, including merchant banking, venture capital, real estate and fund of funds
 - Bespoke Co-investments: Joint sourcing, analysis and investment in principal opportunities both in Dubai and internationally; alternatively, joint formation of a Private Equity fund with a specific mandate
 - Infrastructure: Investments in Infrastructure assets including utilities, natural resources, communication and transportation through direct principal investments or joint fund format
- ◆ **Credit:** Green to offer Indigo an opportunity to invest in proprietary corporate funded and unfunded credit opportunities originated by the Green banking franchise
- ◆ **Advisory Services:**
 - Indigo and Green will work together to pursue investment banking opportunities in the Middle East and emerging markets
 - Indigo and Green will utilize their various relationships to identify and pursue opportunities jointly which Green will execute and for which Indigo would receive a fee for its services
- ◆ **Sharia Bond Market:** [Indigo will help facilitate Green’s entry into the Sharia bond market]