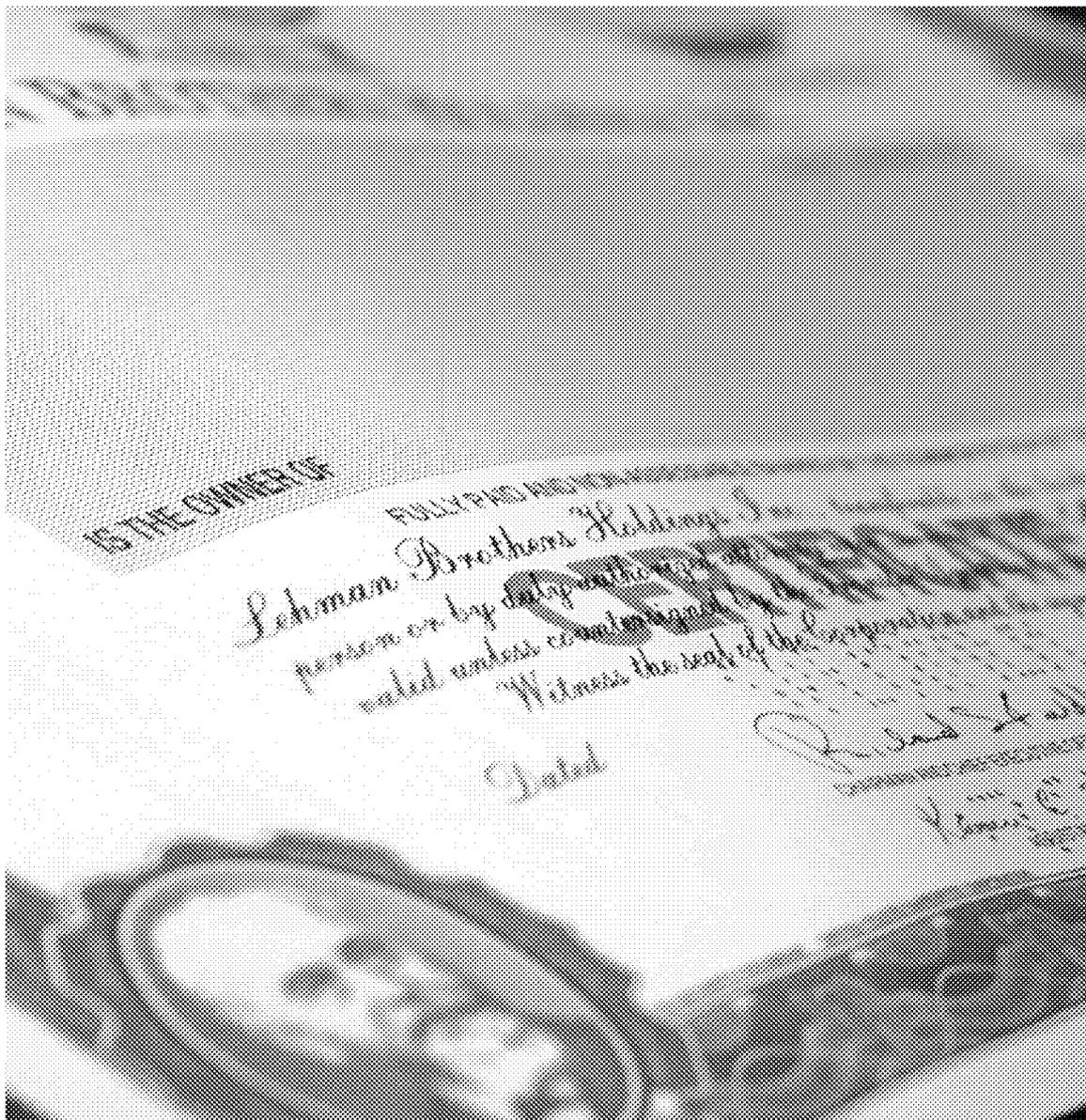


LEHMAN BROTHERS



2005 EQUITY AWARD PROGRAM FOR BONUS-ELIGIBLE AND PRODUCTION-BASED EMPLOYEES

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Eligibility

Active employees (both bonus-eligible and production-based) hired on or before November 30, 2005, including employees on an approved leave of absence, are eligible to receive an equity award for 2005. Any bonus-eligible employee whose employment terminates (or who gives notice or is notified of termination) prior to the time when bonuses are paid in January 2006 is not entitled to a 2005 equity award.

If a production-based employee terminates employment prior to November 30, 2005, the 2005 equity award is based on the amount of production-based compensation accrued for the 2005 equity award through the date of termination, in accordance with the Firm's standard formula for the payout of equity-based compensation for employees at the applicable level. The disposition of the equity award is subject to the termination provisions on page 8.

Note that eligibility to receive an equity award is subject to a 3-share minimum.

How the Equity Award Program Works

The Equity Award Program provides members of Lehman Brothers with a direct ownership interest in the Firm, and requires us to hold that stake for at least five years. In doing so, the Program gives each of us an incentive to think and act like an owner every day, and allows us to share in the Firm's financial success over time. Your 2005 equity award was awarded to you as a portion of your 2005 compensation.

For MDs and SVPs, if you elected to receive stock options in 2005, seventy-five percent of the value of your 2005 equity award was in restricted stock units ("RSUs") and 25 percent was in stock options; for all other employees (as well as MDs and SVPs who did not elect to receive stock options), one hundred percent of the value of your 2005 equity award was in RSUs. Each RSU represents the conditional right to receive one share of Lehman Brothers common stock five years after the grant date, on November 30, 2010. You can consider the RSUs as shares of Lehman Brothers common stock that the Firm holds on your behalf for five years, which you will be entitled to receive at that time, provided you meet certain terms and conditions. The RSUs cannot be sold, traded, or pledged for that five-year period. Any stock options awarded to you as part of the 2005 Equity Award Program will expire on or before November 29, 2015. These options may not be sold, traded or pledged and may only be exercised by you (or your estate in the event of your death).

The Size of Your Award

The details of your 2005 equity award are available on the Personal Award Summary section of the Equity Award Program site on LehmanLive (keyword: EquityAward). The amount of each individual's award is determined according to a schedule that specifies the awards granted at each level of compensation and corporate title. Under this schedule, the amount of compensation paid in the form of conditional equity awards (RSUs and stock options, as applicable) increases as total compensation rises.

Bonus-Eligible Employees: Your award was based on your 2005 total compensation, which includes salary earned in fiscal year 2005 plus any additional compensation with respect to fiscal year 2005, even if some of these payments are deferred or paid in 2006. Such compensation includes 2005 bonus, commissions, and other compensation.

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Production-Based Employees: Similar to bonus-eligible employees, you received a year-end conditional equity award as a portion of your 2005 total compensation. Your equity award accrued on a monthly basis, as a portion of your total payout on gross production during December 2004 through November 2005 (paid from January through December 2005) after all adjustments. For 2005, the portion of your total payout in cash (such as cash commissions) and the portion accrued in conditional equity awards were based on the award schedule previously communicated to you. (A copy of 2005 Equity Award Schedule appears on page 5.) The 2005 payout may have included regular production payout, certain special payments, and other production payout. During any period you are paid a draw, equity (in the form of RSUs and/or stock options) may be awarded with respect to the amount of the draw. If the draw ends and the you have earned production payout in excess of the draw, a portion of the excess (“overage”) is paid in cash and a portion is accrued toward a year-end equity award (in the year in which overage is accrued). Note that for purposes of this communication, all references to payout or compensation assume compensation payments that are equity eligible only.

The Firm-Provided Discount

The number of RSUs you received for 2005 was based on the closing price of Lehman Brothers common stock on November 30, 2005 (\$126.00 per share), less a discount: 30 % for MDs and 25% for all other employees.

For MDs, with a 30 percent discount, every \$100 of compensation in RSUs gives you \$143 in value; for other employees, with a 25 percent discount, every \$100 of compensation in RSUs gives you \$133 in value. The discount really means that the Firm “grosses up” your contribution at the outset.

If you elected stock options for 2005 (MDs and SVPs only), the number of options you received was based on the Black-Scholes value (\$46.96) of a 10-year Lehman Brothers option on November 30, 2005, less the applicable discount (30% for MDs and 25% for SVPs). These options have an exercise price of \$126.00 and will expire on or before November 29, 2015.

Components of the Equity Award

Employees receive a portion of their total compensation in the form of conditional equity awards. The equity component of total compensation is in a combination of 75% RSUs and 25% stock options (for MDs and SVPs who elected to receive stock options) or 100% in RSUs (for all other employees):

	RSUs	Options
Grant Date:	November 30, 2005	November 30, 2005
Market Price:	\$126.00	N/A
Exercise Price:	N/A	\$126.00
Black-Scholes Value:	N/A	\$46.96
Discount:	30% MDs 25% Others	30% MDs 25% SVPs
Cost to Employee:	\$88.20 (MDs) \$94.50 (Others)	\$32.87 (MDs) \$35.22 (SVPs)
Restriction Period:	5 years	N/A
Option Period:	N/A	10 years

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When Will My RSUs Vest?

The vesting provisions of your 2005 RSUs are consistent with last year's RSUs. For purposes of discussing the vesting schedule, you should consider your RSU award as having two components: the **principal portion** and the **discount portion**. The principal portion represents the number of RSUs awarded as part of your 2005 total compensation before the discount. The discount portion represents the balance of your RSU award, provided by the Firm. Your RSUs will vest in accordance with the schedule below:

	Principal	Discount
MDs	35% on November 30, 2008 35% on November 30, 2010	30% on November 30, 2010
Others	75% on November 30, 2007	25% on November 30, 2010

Notwithstanding the above, in the event your employment is terminated with Cause or you engage in Detrimental Activity prior to November 30, 2010, all of your RSUs will be forfeited. Please refer to page 9 for the definition of Detrimental Activity.

When Will My Stock Options Become Exercisable (MDs and SVPs, as applicable)?

You should consider your stock option award as having two components: the **principal portion** and the **discount portion**. The principal portion represents the number of stock options awarded as part of your 2005 compensation before the discount. The discount portion represents the balance of your stock option award, provided by the Firm.

Your stock options (if elected) will become exercisable in accordance with the schedule below:

	Principal	Discount
MDs	35% on November 30, 2008 35% on November 30, 2010	30% on November 30, 2010
SVPs	75% on November 30, 2007	25% on November 30, 2010

Notwithstanding the above, in the event your employment is terminated with Cause or you engage in Detrimental Activity prior to November 29, 2015, all of your stock options will be forfeited. Please refer to page 9 for the definition of Detrimental Activity.

Please refer to the *Termination Provisions* on page 8 for a detailed explanation of how your RSUs and stock options may be affected if you leave Lehman Brothers, including the circumstances under which you may forfeit your rights to your RSUs and stock options.

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2005 Equity Award Schedule

The participation schedule for 2005 is listed below. This schedule reflects the equity portion of 2005 total compensation ("TC"). An example of the calculations follows.

2005 EQUITY AWARD SCHEDULE

Total Compensation Range	AMOUNT OF TOTAL COMPENSATION ("TC") IN EQUITY-BASED AWARDS		
	<i>Employees Through Vice President Level</i>	<i>Senior Vice Presidents</i>	<i>Managing Directors</i>
\$0 - \$74,999	1% of 2005 TC	2% of 2005 TC	2% of 2005 TC
\$75,000 - \$99,999	2% of 2005 TC	2% of 2005 TC	2% of 2005 TC
\$100,000 - \$199,999	\$2,000 plus 6% of 2005 TC over \$100,000	\$2,000 plus 6% of 2005 TC over \$100,000	\$2,000 plus 6% of 2005 TC over \$100,000
\$200,000 - \$299,999	\$8,000 plus 10% of 2005 TC over \$200,000	\$8,000 plus 10% of 2005 TC over \$200,000	\$8,000 plus 10% of 2005 TC over \$200,000
\$300,000 - \$499,999	\$18,000 plus 15% of 2005 TC over \$300,000	\$30,000 plus 16.25% of 2005 TC over \$300,000	\$30,000 plus 16.25% of 2005 TC over \$300,000
\$500,000 - \$749,999	\$48,000 plus 20% of 2005 TC over \$500,000	\$62,500 plus 20% of 2005 TC over \$500,000	\$62,500 plus 20% of 2005 TC over \$500,000
\$750,000 - \$999,999	\$98,000 plus 25% of 2005 TC over \$750,000	\$112,500 plus 35% of 2005 TC over \$750,000	\$112,500 plus 35% of 2005 TC over \$750,000
\$1,000,000 - \$1,499,999	\$160,500 plus 30% of 2005 TC over \$1.0 million	\$200,000 plus 35% of 2005 TC over \$1.0 million	\$200,000 plus 44% of 2005 TC over \$1.0 million
\$1,500,000 - \$1,999,999	\$310,500 plus 35% of 2005 TC over \$1.5 million	\$375,000 plus 45% of 2005 TC over \$1.5 million	\$420,000 plus 56% of 2005 TC over \$1.5 million
\$2,000,000 - \$2,499,999	\$485,500 plus 40% of 2005 TC over \$2.0 million	\$600,000 plus 55% of 2005 TC over \$2.0 million	\$700,000 plus 60% of 2005 TC over \$2.0 million
\$2,500,000 and up	\$685,500 plus 45% of 2005 TC over \$2.5 million up to a max of 30% of 2005 TC	35% of 2005 TC	40% of 2005 TC

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Award Calculation Example

Using the Equity Award Schedule above, your 2005 equity award was determined at year-end based on your 2005 total compensation. Sample illustrations are shown below.

	Employees thru VP Level	SVPs ¹	MDs ¹
2005 Total Compensation	\$100,000	\$500,000	\$1,000,000
Amount of Compensation in Equity	\$2,000	\$62,500	\$200,000
<i>Amount of Compensation in RSUs:</i>	<i>\$2,000</i>	<i>\$46,875</i>	<i>\$150,000</i>
FMV on grant date:	\$126.00	\$126.00	\$126.00
Discount:	25%	25%	30%
Discounted grant price:	\$94.50	\$94.50	\$88.20
Total # of RSUs:	21	496	1,701
<i>Principal Portion:</i>	<i>16</i>	<i>372</i>	<i>1,191</i>
<i>Discount Portion:</i>	<i>5</i>	<i>124</i>	<i>510</i>
<i>Amount of Compensation in Options:</i>		<i>\$15,625</i>	<i>\$50,000</i>
Exercise price on grant date:		\$126.00	\$126.00
Black-Scholes (B-S) value:		\$46.96	\$46.96
Discount:		25%	30%
Discounted B-S value:	N/A	\$35.22	\$32.87
Total # of Options:		444	1,521
<i>Principal Portion:</i>		<i>333</i>	<i>1,065</i>
<i>Discount Portion:</i>		<i>111</i>	<i>456</i>

Note: The number of RSUs has been rounded to the nearest whole number for illustrative purposes only.

¹ Assumes SVP/MD elected to receive 25% of the 2005 equity award in stock options.

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2005 Monthly Equity Accrual for Production-Based Employees

Below is the monthly calculation for a production-based employee whose total compensation earned for production months December 2004 to November 2005 (paid January to December 2005) is \$100,000.

Step	Instructions	Sample Calculation	Sample Result
Step 1	Take YTD Total Compensation for first month, annualize (multiply by 12) and divide by production month number.	$\$7,000 \times 12 \div 1$	\$84,000
Step 2	Calculate projected award from 2005 Award schedule.	\$1,680	\$1,680
Step 3	Multiply result by allocation %. Subtract previous month's YTD equity accrual from result. This is the monthly equity accrual.	$(\$1,680 \times 8.33\%) - \0	\$140
Step 4	Take YTD Total Compensation for second month, multiply by 12 and divide by production month number.	$\$15,000 \times 12 \div 2$	\$90,000
Step 5	Calculate projected award from 2005 Award schedule	\$1,800	\$1,800
Step 6	Multiply result by allocation %. This is the YTD equity accrual. Subtract previous month's YTD equity accrual from result. This is the monthly equity accrual.	$(\$1,800 \times 16.67\%) - \140	\$160
Step 7	Repeat for next month.		

#	Pay Month	Monthly Total Comp.	YTD Total Comp.	Annualized Total Comp.	Projected Equity Award	Allocation %	YTD Equity Accrual	Monthly Equity Accrual
1	January	\$7,000	\$7,000	\$84,000	\$1,680	8.33%	\$140	\$140
2	February	8,000	15,000	90,000	1,800	16.67%	300	160
3	March	10,000	25,000	100,000	2,000	25.00%	500	200
4	April	7,500	32,500	97,500	1,950	33.33%	650	150
5	May	9,500	42,000	100,800	2,048	41.67%	853	203
6	June	7,000	49,000	98,000	1,960	50.00%	980	127
7	July	7,500	56,500	96,857	1,937	58.33%	1,130	150
8	August	10,500	67,000	100,500	2,030	66.67%	1,353	223
9	September	8,000	75,000	100,000	2,000	75.00%	1,500	147
10	October	8,500	83,500	100,200	2,012	83.33%	1,677	177
11	November	6,500	90,000	98,182	1,964	91.67%	1,800	123
12	December	10,000	100,000	100,000	2,000	100.00%	2,000	200
Total								\$2,000

In the example above, \$2,000 is the amount of total compensation delivered to the production-based employee in equity. For calculation of the number of RSUs and/or stock options (including principal and discount portion), see example on page 6. *Note that if a production-based employee terminates employment prior to November 30, 2005, the 2005 equity award is based on the amount of production-based compensation accrued for the 2005 equity award through the date of termination, in accordance with the Firm's standard formula for the payout of equity-based compensation for employees at the applicable level. The disposition of the equity award is subject to the termination provisions on page 8.*

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Termination Provisions

	All Employees
Voluntary Termination to Non-Competitor	<p>RSUs: Participants remain entitled to the principal portion of their RSU award plus a pro-rata portion of their discount (20% for each full year of employment after November 30, 2005). Shares will be issued on the Share Payment Date (defined as the earlier of the end of the fiscal quarter one year after termination or November 30, 2010), provided the participant does not engage in Competitive Activity or Detrimental Activity.</p> <p>Stock Options: Stock options become exercisable six months after termination and remain exercisable until the later of 5 years from grant, or 6 months after termination (but no later than the expiration date), provided the participant does not engage in Competitive Activity or Detrimental Activity.</p>
Involuntary Termination	<p>RSUs: Participants remain entitled to the principal portion of their award plus a pro-rata portion of the discount (20% for each full year of employment after November 30, 2005). Shares will be issued on the Share Payment Date, provided the participant does not engage in Detrimental Activity.</p> <p>Stock Options: Stock options become exercisable immediately upon termination and remain exercisable until the later of 5 years from grant, or 6 months after termination (but no later than the expiration date), provided the participant does not engage in Detrimental Activity.</p> <p>However, in the event of an involuntary termination with Cause, both the principal and discount portions of both RSUs and stock options will be forfeited.</p>
Voluntary Termination to Competitor	<p>RSUs: Participants forfeit all unvested RSUs. Any remaining shares will be issued on the Share Payment Date, provided the participant does not engage in Detrimental Activity.</p> <p>Stock Options: Any stock options that have not been exercised prior to termination will be forfeited.</p>
Full Career Termination	<p>RSUs: Participants who leave the Firm or are involuntarily terminated without Cause but who qualify under “Full Career” provisions will receive 100% of the RSU discount (in addition to the principal portion) on the Share Payment Date, subject to applicable Competitive Activity and Detrimental Activity provisions. A termination is “Full Career” if:</p> <ul style="list-style-type: none"> • The participant has at least 20 years of service, <u>OR</u> • The participant has at least 10 years of service, is at least 45 years old and the sum of the participant’s age plus service is 65 or more <p>Stock Options: All stock options become exercisable under the applicable provisions described above and remain exercisable until the expiration date (November 29, 2015), subject to applicable Competitive Activity and Detrimental Activity provisions.</p>
Death, Disability, Retirement¹	<p>RSUs: Entire principal and discount vest immediately, and shares of Lehman Brothers common stock will be issued immediately.</p> <p>Options: Entire principal and discount immediately become exercisable and remain exercisable until the expiration date (November 29, 2015).</p>

¹ Retirement means a termination of employment when the person’s age plus years of service equals at least 65, provided that (i) the person is at least 65 years old and has at least 5 years of service or (ii) the person is at least 55 years old and has at least 10 years of service. Entitlement is subject to applicable Competitive Activity and Detrimental Activity provisions.

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Your Conduct With Respect to Lehman Brothers After You Leave

You may forfeit your rights to any 2005 RSUs (and related dividend reinvestment) and unexercised stock options if you engage in Competitive Activity or Detrimental Activity.

Competitive Activity

Competitive Activity means involvement (whether as an employee, proprietor, consultant or otherwise) with any person or entity (including any company and its affiliates) engaged in any business activity which is materially competitive with any business carried on by Lehman Brothers Holdings Inc. or any of its subsidiaries or affiliates on the date of termination of a person's employment with the Firm, as determined in the sole discretion of the Chief Executive Officer or the Chief Operating Officer of the Firm (or their respective designees). *Please note that the determination of Competitive Activity is not based on the function that an individual performs in a company but rather the nature of the company's businesses.*

Most financial services companies, including but not limited to, investment banks, commercial banks, small boutique-type firms, asset management companies, mortgage-related companies, private equity firms, and hedge funds, are considered competitors of the Firm for purposes of the Equity Award Program.

While the Firm values its client relationships with financial institutions, these relationships will not preclude companies being deemed competitors when any of their business activities may be considered competitive with the Firm. Please consult your Human Resources representative or the Compensation Department if you have questions about a particular company.

Detrimental Activity

Detrimental Activity means at any time (i) using information received during a person's employment with Holdings or any of its subsidiaries relating to the business affairs of Holdings or any of its subsidiaries, affiliates or clients, in breach of such person's undertaking to keep such information confidential; (ii) directly or indirectly persuading or attempting to persuade, by any means, any employee of Holdings or any of its subsidiaries or affiliates to terminate employment with any the foregoing or to breach any of the terms of his or her employment with the foregoing; (iii) directly or indirectly making any statement that is, or could be, disparaging of Holdings, its subsidiaries or affiliates, or any of their employees (except as necessary to respond truthfully to any inquiry from applicable regulatory authorities or to provide information pursuant to legal process); or (iv) directly or indirectly engaging in any activity that is, or could be, substantially injurious to the financial condition, reputation or goodwill of Holdings or its subsidiaries or affiliates, in each case as determined in the sole discretion of an Appropriate Officer.

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Tax Considerations

Tax Treatment of RSUs and Stock Options

Under current tax regulations, you will not be taxed on the value of your RSUs until they convert to common stock. As a result, your RSUs appreciate on a pre-tax basis for the five-year restriction period. You will not be taxed on the value of your stock option award on the date of grant. When you exercise your options, the gain will be considered ordinary income subject to applicable tax withholding. Provided below is a summary of the taxes related to RSUs and stock options that are ultimately due under current law.

Note: Pursuant to current tax law, if you work in more than one tax jurisdiction during the 5-year restriction period (from the date of grant through the conversion date for RSUs) or during the 10-year option period (from the date of grant through the date of exercise), you and/or the Firm may have a tax reporting requirement and/or tax withholding obligation and/or actual tax liability with respect to each such jurisdiction. The income attributed to a specific tax jurisdiction will be calculated for tax withholding and reporting purposes based on the relevant employment period in each location during the applicable period.

RSUs	Options
<ul style="list-style-type: none"> • No taxation on the award date. • Upon conversion to common stock, the fair market value of the shares will be taxed as employment income based on the closing price of Lehman Brothers common stock on the conversion date. • This income will be subject to applicable tax withholding. • Special provisions dealing with capital gains will not apply upon conversion to common stock. • If you retain your shares after your RSUs convert to common stock, the basis for capital gains is the closing price on the conversion date. 	<ul style="list-style-type: none"> • No taxation on the award date. • When options are exercised, the difference between the Fair Market Value on the exercise date and the option exercise price will be taxed as employment income. Fair Market Value is defined as a) the average of the sale price(s) (for a “same-day-sale” transaction) or b) the closing price of Lehman Brothers common stock on the exercise date (for a cash exercise). Please refer to the Questions and Answers for Exercising Stock Options, that has been provided to you, for a more detailed explanation of the procedures for exercising stock options. • This income will be subject to applicable tax withholding. • Special provisions dealing with capital gains will not apply when options are exercised. • If you retain your shares upon exercise, the basis for capital gains is the Fair Market Value on the date of exercise.

Consult your personal tax advisor concerning the application of all federal/state/local or foreign tax laws on your RSUs and stock options.

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Change in Control (“CIC”) Provisions

Reason	RSUs	Options
Hostile	<ul style="list-style-type: none"> All RSUs vest immediately. Shares of Lehman Brothers common stock will be issued immediately. 	<ul style="list-style-type: none"> All options become immediately exercisable.
Friendly	<ul style="list-style-type: none"> Upon the CIC, you will receive the undiscounted award price for your RSUs in either cash or equity. The additional value of the RSUs in excess of the undiscounted RSU award price (“Premium”) will be paid on the Payment Date, defined as the earlier of: a) two years following the CIC or b) November 30, 2010 (five years after the award date). The premium RSUs (or cash balance) will remain subject to the vesting and issuance restrictions (including the provisions related to Competitive Activity and Detrimental Activity) through the Payment Date. 	<ul style="list-style-type: none"> Half of the non-exercisable options will become immediately exercisable. The remaining half will continue to be subject to all exercise provisions until the earlier of: a) two years following the CIC or b) the scheduled exercise dates: <ul style="list-style-type: none"> MDs: 35 percent on 11/30/08 65 percent on 11/30/10 SVPs: 75 percent on 11/30/07 25 percent on 11/30/10

Example: Payment of RSUs Upon a Friendly CIC

	Employees thru VP Level	SVP ¹	MD ¹
FMV of LEH at Grant	\$126.00	\$126.00	\$126.00
Discounted Grant Price	\$94.50	\$94.50	\$88.20
Amount of Compensation in RSUs	\$2,000	\$62,500	\$200,000
Principal RSUs	16	496	1,587
Discount RSUs	5	165	680
Total Grant Value with Discount	\$2,667	\$83,333	\$285,714
<u>Upon Change in Control</u>			
CIC Offer Price	\$200.00	\$200.00	\$200.00
Total Value of RSUs at CIC Price	\$4,233	\$132,275	\$453,515
Value of RSUs to be Issued	\$2,667	\$83,333	\$285,714
# Shares of LEH Issued Upon CIC	13	417	1,429
<u>Premium over Grant Value</u> <i>(paid on earlier of 2 years from CIC or November 30, 2010)</i>			
Value of Premium	\$1,566	\$48,942	\$167,800
Additional Premium RSUs	8	245	839
"Principal Premium RSUs"	6	184	587
"Discount Premium RSUs"	2	73	252

¹ Assumes SVP/MD elected to receive 100% of the 2005 equity award in RSUs.

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Dividend Equivalents

Dividend equivalents accrue quarterly on your RSUs and are reinvested as additional RSUs, without a discount. Dividend reinvestment RSUs are subject to the same vesting and forfeiture provisions as the underlying RSUs to which they relate. The Firm retains the discretion to change this dividend policy at any time to pay in cash rather than RSUs. Dividends will not be paid on stock option awards.

Voting Rights

Lehman Brothers established a Trust and funded it with shares for your benefit to provide you with voting rights related to your RSU awards. You will be able to direct the voting related to shares held in the Trust in proportion to the number of RSUs you hold. You will continue to have these voting rights as long as you remain employed with the Firm.

Other Information

In the event of any conflict between the plan documents (including, but not limited to, the Restricted Stock Unit Award Agreement, the Stock Option Award Agreement, the Employee Incentive Plan, and the Employee Incentive Plan Prospectus) and the information in this summary, the plan documents will govern.

Nothing in this summary or the plan documents shall be construed to create or imply any contract of employment between you and Lehman Brothers.

All references to taxation in this summary refer to U.S. Federal taxes and current tax law. You should consult your local tax authorities or personal tax consultant for details on the impact of tax laws in effect at the time your RSUs and stock options become taxable.

If you have any questions about the Program in general, your personal award summary or your award agreement, visit the Equity Award Program site on LehmanLive (keyword: EquityAward) or contact the Compensation Department at 212-526-8346 (5-8346) or by e-mail at compensation@lehman.com.