

LEHMAN BROTHERS

BARRETT S. DI PAOLO
SENIOR VICE PRESIDENT
ASSOCIATE GENERAL COUNSEL

March 17, 2008

Lehman Brothers International (Europe)
25 Bank Street
London E14 5LE
England

Re: Lehman Brothers Treasury Co. B.V.
Lehman Brothers Securities N.V. and
Lehman Brothers (Luxembourg) Equity Finance S.A.
Certificates and Warrants Program (the "**Program**")
Guaranteed by Lehman Brothers Holdings Inc.

Ladies and Gentleman:

I am a Senior Vice President and Associate General Counsel of Lehman Brothers Inc., and I have acted as counsel to Lehman Brothers Holding Inc., a Delaware corporation (the "**Guarantor**"). I am familiar with (i) the Programme Prospectus dated as of November 29, 2007 relating to the Program (the "**Programme Prospectus**"), (ii) the Amended and Restated Principal Paying Agency Agreement, dated as of November 29, 2007, together with the related Amendment and Restatement Agreement, dated as of November 29, 2007 (together, the "**Principal Paying Agency Agreement**"), among Lehman Brothers Treasury Co. B.V., a private company with limited liability incorporated under the laws of The Netherlands ("**LBTCVB**"), Lehman Brothers Securities N.V., a limited liability company incorporated under the laws of the Netherlands Antilles ("**LBS**"), Lehman Brothers (Luxembourg) Equity Finance S.A., a limited liability company incorporated under the laws of the Grand Duchy of Luxembourg ("**LBEF**" and together with LBTCVB and LBS the "**Issuers**"), Citibank, N.A., London, a corporation organised under the laws of the United States of America ("**Citibank London**"), Citibank, N.A., Zurich, a corporation organised under the laws of the United States of America ("**Citibank Zurich**"), Lehman Brothers International (Europe), a private unlimited company incorporated under the laws of England and Wales ("**LBIE**") and the Guarantor, (iii) the Guarantee Agreements in respect of each of the Issuers dated as of November 29, 2007 (together, the "**Guarantees**"), (iv) the First Supplement to the Programme Prospectus dated as of March 17, 2008 relating to the Program; (v) the Supplemental Agency Agreement dated as of March 17, 2008 relating to the Principal Paying Agency Agreement (the "**Supplemental Agency Agreement**"), among LBTCVB, LBS, LBEF, Citibank London, Citibank Zurich, LBIE and the Guarantor, (v) the Master Warrant Agreement dated as of March 17, 2008 (the "**Master Warrant Agreement**"), among LBS, Citibank London, Citibank Zurich, LBIE and the

LEHMAN BROTHERS INC.

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Guarantor, (vi) the Master Calculation Agency Agreement dated as of March 17, 2008, among LBS and LBIE and (vii) the Guarantee Agreement in respect of LBS dated as of March 17, 2008 (the "**Warrant Guarantee**").

In connection with the foregoing, I have examined or have had members of my staff examine originals or copies, certified or otherwise identified to my satisfaction, of such corporate records and documents as I have deemed necessary or relevant as the basis for my opinions hereinafter expressed. In such examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals and the conformity to authentic original documents of all documents submitted to me as certified, conformed or photostatic copies.

As to the various questions of fact material to such opinions, I have relied upon certificates or affidavits of officers of the Guarantor and public officials. In rendering such opinions, I have assumed that each of the agreements referred to below has been duly and validly authorized, executed and delivered by each party thereto other than the Guarantor and constitutes a legal, valid and binding agreement enforceable against each such other party in accordance with its terms.

Based upon and subject to the foregoing, I am of the opinion that:

- (i) The Principal Paying Agency Agreement has been duly authorized, executed and delivered by the Guarantor.
- (ii) The Master Warrant Agreement has been duly authorized, executed and delivered by the Guarantor.
- (iii) The Guarantees have been duly authorized, executed and delivered by the Guarantor and constitute legal, valid and binding instruments enforceable against the Guarantor in accordance with their terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.
- (iv) The Warrant Guarantee has been duly authorized, executed and delivered by the Guarantor and constitutes legal, valid and binding instruments enforceable against the Guarantor in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

I am a member of the bar of the State of New York, and I express no opinion as to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware, the laws of the State of New York and the federal laws of the United States of America.

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This opinion is rendered to you in connection with the closing of the transactions taking place today relating to the establishment of the Program and is solely for your benefit. This opinion may not be relied upon by you for any other purpose, or be furnished to or used, circulated, quoted or relied upon by, any other person, firm or corporation without my prior written consent (except that Clifford Chance LLP may rely on this opinion for the purposes of rendering their opinion to the Dealers of even date herewith relating to the Program). This opinion speaks only as of the date hereof, and I do not undertake any obligation to advise you of any changes in law or fact that occur after the date hereof.

Very truly yours,

LEHMAN BROTHERS INC.

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