

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of July 17, 2008, is entered into by and among each of Lehman Brothers Communications Associates L.P., a Delaware limited partnership, LB I Group Inc., a Delaware corporation, Lehman Brothers Venture Associates II L.L.C., a Delaware limited liability company, PAMI Real Estate Fund LLC, a Delaware limited liability company, Lehman Brothers MLP Opportunity Associates L.L.C., a Delaware limited liability company, and Lehman Brothers Holdings Inc., a Delaware corporation, (each, a "General Partner") and Richard S. Fuld Jr., as assignor (the "Assignor").

WHEREAS, the Assignor currently is an owner of a limited partnership interest in each limited partnership set forth in Schedule I hereto (each, a "Partnership"),

WHEREAS, the Assignor desires to transfer and assign his limited partnership interest in each Partnership to its respective General Partner, and each such General Partner wishes to accept such transfer and assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. In accordance with the Amended and Restated Agreement of Limited Partnership of each Partnership (each, an "Agreement"), and in consideration for the payment by the respective General Partner of the Purchase Price, Assignor hereby transfers and assigns to the respective General Partner, with effect as of the date hereof, all of his right, title and interest in such Partnership (each, a "Transferred Interest"). As used herein, "Purchase Price" shall mean (i) with respect to Lehman Brothers MLP Opportunity Capital Partners L.P., the sum of (A) the value of such Transferred Interest as of June 30, 2008, as set forth in Schedule I, and (B) an amount, which may be positive or negative, reflecting any subsequent contributions by the Assignor and distributions by such Partnership from June 30, 2008 up to and including the date hereof, (ii) with respect to Lehman Brothers Partnership Account 2000/2001, L.P., Lehman Brothers Venture Capital Partners I, L.P., Lehman Brothers Venture Capital Partners II, L.P., Lehman Brothers Real Estate Capital Partners I, L.P., Lehman Brothers Capital Partners I, L.P., Lehman Brothers Capital Partners II, L.P., Lehman Brothers Capital Partners III, L.P. and Lehman Brothers Capital Partners IV, L.P., the sum of (x) 90% of the value of such Transferred Interest as of March 31, 2008, as adjusted to reflect the full amount of any subsequent contributions by the Assignor and distributions by such Partnership up to and including June 30, 2008, as set forth in Schedule I, and (y) an amount equal to the difference between the value of the Transferred Interest as of June 30, 2008 (the "June 30 Value"), as adjusted to reflect any subsequent contributions by the Assignor and distributions by such Partnership up to and including the date hereof, and the amount paid pursuant to the prior clause (x), which shall be paid by the General Partner, in each case without interest, within a reasonable time after determination of the June 30 Value, and (iii) with respect to Lehman Brothers Communications Capital Partners I, L.P., the June 30 Value, as adjusted to reflect any subsequent contributions by the Assignor and distributions by such Partnership up to and including the date hereof, which shall be paid, without interest, within a reasonable time after determination of the June 30 Value. The

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Purchase Price being paid hereunder includes full consideration for any amounts held on behalf of the Assignor in any accounts of the Partnerships (including any escrow or temporary accounts pending contribution).

2. Each General Partner hereby accepts such transfer and hereby adopts and confirms its agreement to assume all of the obligations of the Assignor under the respective Agreement with respect thereto, including without limitation the obligation of the Assignor to pay any unpaid portion of the Capital Commitment (as such term is defined in the Agreement), if any, in connection therewith. The General Partner hereby accepts and agrees to be bound by all of the terms and provisions of the Agreement. The Assignor agrees that as of the date hereof, it will no longer be a limited partner of any of the Partnerships with respect to the Transferred Interests or otherwise and shall not be liable for any contributions to, or be entitled to receive any distributions from, any Partnership; provided, however, the Assignor shall continue to have any obligations to return prior distributions made to the Assignor to the extent that the Agreement governing such Partnership or applicable law requires the return of such distributions.

3. The Assignor hereby requests the respective General Partner (i) to amend the books and records of the respective Partnership to reflect the admission of the respective General Partner as a substituted limited partner of such Partnership as of the date hereof, and (ii) to take all such further action and to execute and file such documents as may be required to effectuate the transfer and the admission of the respective General Partner as a substituted limited partner.

4. The Assignor authorizes each General Partner to take any necessary action to consummate the transaction described in this Assignment and Assumption Agreement on its behalf, as Assignor's attorney-in-fact for such purpose pursuant to each Agreement.

5. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date first written above.

GENERAL PARTNER:

LEHMAN BROTHERS COMMUNICATIONS ASSOCIATES L.P., as general partner of Lehman Brothers Communications Capital Partners I, L.P.

By: _____
Name:
Title:

LB I GROUP INC., as general partner of Lehman Brothers Partnership Account 2000/2001, L.P., Lehman Brothers Venture Capital Partners I, L.P., Lehman Brothers Capital Partners I, and Lehman Brothers Capital Partners IV, L.P.

By: _____
Name:
Title:

LEHMAN BROTHERS VENTURE ASSOCIATES II L.L.C., as general partner of Lehman Brothers Venture Capital Partners II, L.P.

By: _____
Name:
Title:

PAMI REAL ESTATE FUND LLC, as general partner of Lehman Brothers Real Estate Capital Partners I, L.P.

By: _____
Name:
Title:

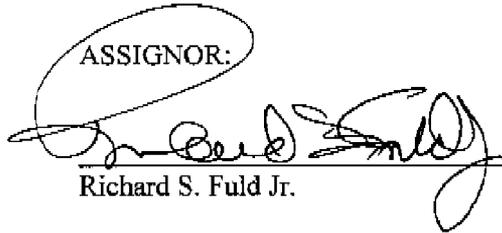
LEHMAN BROTHERS MLP OPPORTUNITY ASSOCIATES L.L.C., as general partner of Lehman Brothers MLP Opportunity Capital Partners L.P.

By: _____
Name:
Title:

LEHMAN BROTHERS HOLDINGS INC., as general partner of Lehman Brothers Capital Partners II, L.P. and Lehman Brothers Capital Partners III, L.P.

By: _____
Name:
Title:

ASSIGNOR:



Richard S. Fuld Jr.

Schedule I

Name of Partnership	Amount
1. Lehman Brothers Partnership Account 2000/2001, L.P.	\$304,424
2. Lehman Brothers Venture Capital Partners I, L.P.	\$19,100
3. Lehman Brothers Venture Capital Partners II, L.P.	\$780,454
4. Lehman Brothers Real Estate Capital Partners I, L.P.	\$560,589
5. Lehman Brothers MLP Opportunity Capital Partners L.P.	\$1,956,659
6. Lehman Brothers Capital Partners I	\$936
7. Lehman Brothers Capital Partners II, L.P.	\$5,661
8. Lehman Brothers Capital Partners III, L.P.	\$149,441
9. Lehman Brothers Capital Partners IV, L.P.	\$156,664
Total:	\$3,933,928.00