

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
 :
MPM Silicones, LLC, et al.,¹ : Case No. 14-22503 (RDD)
 :
Debtors. : Jointly Administered
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**ORDER AUTHORIZING RETENTION AND
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC
AS CLAIMS AND NOTICING AGENT PURSUANT TO 28 U.S.C. § 156(c)**

Upon the application (the “**Application**”) of the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) pursuant to section 156(c) of title 28 of the U.S. Code, Rule 2002 of the Federal Rules of Bankruptcy Procedure, Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York, and Local Rule 5075-1(b) seeking entry of an order approving the Debtors’ agreement (the “**Agreement**”) with Kurtzman Carson Consultants LLC (“**KCC**”) and appointing KCC as claims and noticing agent for these cases, as more fully set forth in the Application; and upon the declaration of Evan J. Gershbein in support of the Application (the “**Gershbein Declaration**”); and the Debtors having estimated that there are in excess of 250 creditors in these chapter 11 cases, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim in these cases would be unduly time-consuming and burdensome for the Clerk of the Bankruptcy Court for the Southern District of New York; and the Court being authorized under

¹ The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Juniper Bond Holdings I LLC (9631); (ii) Juniper Bond Holdings II LLC (9692); (iii) Juniper Bond Holdings III LLC (9765); (iv) Juniper Bond Holdings IV LLC (9836); (v) Momentive Performance Materials China SPV Inc. (8469); (vi) Momentive Performance Materials Holdings Inc. (8246); (vii) Momentive Performance Materials Inc. (8297); (viii) Momentive Performance Materials Quartz, Inc. (9929); (ix) Momentive Performance Materials South America Inc. (4895); (x) Momentive Performance Materials USA Inc. (8388); (xi) Momentive Performance Materials Worldwide Inc. (8357); and (xii) MPM Silicones, LLC (5481). The Debtors’ executive headquarters are located at 260 Hudson River Road, Waterford, NY 12188.



28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents to provide notices to parties in chapter 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and upon the record of the hearing held by the Court on the Motion on April 14, 2014; and the Court being satisfied, based on the representations in the Application and Gershbein Declaration, that KCC has the capability and experience to provide such services and does not hold or represent any interest adverse to the Debtors' estates and is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code; and the Debtors having complied with the Clerk's protocol for the retention of KCC; and notice of the Application having been provided in accordance with the Application; and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their estates, creditors and parties in interest; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. Notwithstanding the terms of the Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.
3. The Debtors are authorized to retain KCC effective as of the Petition Date under the terms of the Agreement, and KCC is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim or interest filed in these chapter 11 cases, and all related tasks, all as described in the Application.
4. KCC is appointed as custodian of court records and, as such, is designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is

authorized and directed to maintain the official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. KCC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. KCC is authorized to take such other actions to comply with all duties as set forth in the Application.

7. The Debtors are authorized to compensate KCC in accordance with the terms of the Agreement upon receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. KCC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official creditors' committee, if any, monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtors' estates.

11. KCC may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, KCC may hold its retainer under the Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Agreement.

12. The Debtors shall indemnify KCC under the terms of the Agreement.

13. All requests by KCC for the payment of indemnification as set forth in the Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall KCC be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

14. In the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's own applications, both interim and final, but determined by this Court after notice and a hearing.

15. In the event KCC is unable to provide the services set out in this order, KCC will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

16. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by KCC but is not specifically authorized by this Order.

17. Notwithstanding anything to the contrary contained herein, any payment to be made, and any authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "**DIP Loan Agreements**") and any order governing the Debtors' use of cash collateral and entry into the DIP Loan Agreements (such order, the "**DIP Financing Order**") and nothing herein shall alter the rights of the secured parties under the DIP Financing Order or DIP Loan Agreements. To the extent of any conflict between the terms of this Order and the terms of the DIP Financing Order, the terms of the DIP Financing Order shall govern.

18. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. Notwithstanding any term in the Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. KCC shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court.

21. In the event of any inconsistency between the Agreement, the Application and the Order, the Order shall govern.

Dated: White Plains, New York
April 15, 2014

/s/Robert D. Drain
THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE