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*Proposed Counsel for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
 :
MPM Silicones, LLC, et al.,¹ : Case No. 14-22503 (RDD)
 :
 :
Debtors. : Jointly Administered
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**NOTICE OF FILING OF FIRST AMENDMENT
TO RESTRUCTURING SUPPORT AGREEMENT**

PLEASE TAKE NOTICE that on April 13, 2014, the above-captioned debtors and debtors in possession (the “**Debtors**”), filed the Declaration of William H. Carter, Chief Financial Officer of Momentive Performance Materials Inc., in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 16], to which a Restructuring Support Agreement (the “**Restructuring Support Agreement**”), by and among the Debtors and certain noteholders, was attached as Appendix I.

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.



PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is that certain First Amendment to Restructuring Support Agreement (the “**First Amendment**”), which amends, supplements or otherwise modifies Section 8.1 of the Restructuring Support Agreement. The Restructuring Support Agreement otherwise remains unchanged and in full force and effect, except as amended by the First Amendment.

Dated: April 16, 2014
New York, New York

WILLKIE FARR & GALLAGHER LLP
*Proposed Counsel for the Debtors and
Debtors in Possession*

By: /s/ Matthew A. Feldman
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EXHIBIT A

First Amendment to Restructuring Support Agreement

**FIRST AMENDMENT TO
RESTRUCTURING SUPPORT AGREEMENT**

This FIRST AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT (this "Amendment") is made and entered into as of April 16, 2014 by each of Momentive Performance Materials Holdings Inc., Momentive Performance Materials Inc., and each of their direct and indirect domestic subsidiaries that are party hereto (all of the foregoing, collectively, the "Company"), the undersigned affiliates of Apollo Global Management, LLC (collectively, the "Apollo Entities") and the holders of the Second Lien Notes that are not Apollo Entities that are from time to time party hereto (the "Consenting Noteholders" and, together with the Apollo Entities, the "Plan Support Parties," as appropriate), and Momentive Performance Materials Holdings LLC ("MPM Holdings LLC"). Each party to this Support Agreement may be referred to as a "Party" and, collectively, as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Restructuring Support Agreement, dated as of April 13, 2014 (as amended, supplemented or otherwise modified, the "Support Agreement") by and among the Company, the Plan Support Parties and MPM Holdings LLC.

Section 1. Amendment.

Section 8.1 of the Support Agreement is hereby amended to include new subclauses (f) and (g) as set for below:

8.1 Assignment; Transfer Restrictions.

- (f) Notwithstanding anything herein to the contrary, (a) any Plan Support Party may transfer Holdings to an entity that is acting in its capacity as a Qualified Marketmaker (as defined below) without the requirement that the Qualified Marketmaker be or become a Plan Support Party; provided that (i) the Qualified Marketmaker subsequently transfers the right, title or interest in such Holdings to a transferee that is or becomes a Plan Support Party as provided above and (ii) such Plan Support Party shall be solely responsible for the Qualified Marketmaker's failure to comply with the requirements of Section 8.1 hereof; and (b) to the extent any Plan Support Party is acting in its capacity as a Qualified Marketmaker, it may transfer any Holdings that it acquires from a holder of such Holdings that is not a Plan Support Party without the requirement that the transferee be or become a Plan Support Party.
- (g) For these purposes, "Qualified Marketmaker" means an entity that (A) holds itself out to the market as standing ready in the ordinary course of business to purchase from and sell to customers Holdings, or enter with customers into long and/or short positions in Holdings, in its capacity as dealer or market maker in such Holdings; and (B) is in fact regularly in the business of making a market in claims, interests and/or securities of issuers or borrowers.

Section 2. Continued Effect of the Support Agreement.

For the avoidance of doubt, the Support Agreement remains unchanged and in full force and effect, except as amended herein and except to the extent individual holdings reflected on each Consenting Noteholder's signature page to the original Support Agreement may have changed as a result of a transfer pursuant to Section 8.1 of the Support Agreement.

Section 3. Miscellaneous Terms.

3.1 Counterparts.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

3.2 Waiver.

The execution, delivery and effectiveness hereof shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Parties to the Support Agreement.


3.3 Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of New York and without regard to any conflicts of law provision or principle that would require or permit the application of the law of any other jurisdiction.

[Signature pages follow]

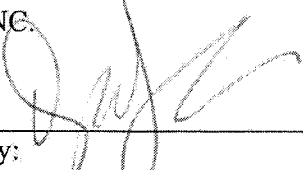
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

MOMENTIVE PERFORMANCE MATERIALS
HOLDINGS INC.



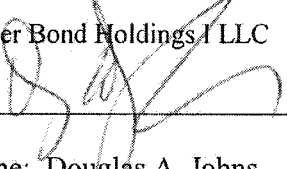
By:
Name: Douglas A. Johns
Title: EVP, General Counsel and Secretary

MOMENTIVE PERFORMANCE MATERIALS
INC.



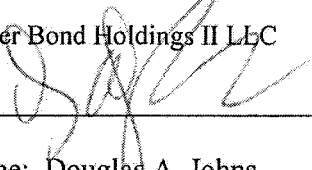
By:
Name: Douglas A. Johns
Title: EVP, General Counsel and Secretary

Juniper Bond Holdings I LLC



By:
Name: Douglas A. Johns
Title: EVP, General Counsel and Secretary

Juniper Bond Holdings II LLC



By:
Name: Douglas A. Johns
Title: EVP, General Counsel and Secretary

Juniper Bond Holdings III LLC

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

Juniper Bond Holdings IV LLC

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

Momentive Performance Materials China SPV Inc.

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

Momentive Performance Materials Quartz, Inc.

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

Momentive Performance Materials South America
Inc.

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

Momentive Performance Materials USA Inc.

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

Momentive Performance Materials Worldwide Inc.



By:

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

MPM Silicones, LLC

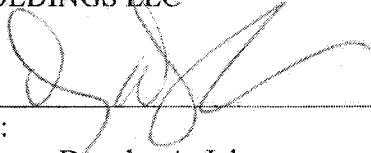


By:

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

MOMENTIVE PERFORMANCE MATERIALS
HOLDINGS LLC



By: _____

Name: Douglas A. Johns

Title: EVP, General Counsel and Secretary

SIGNATURE PAGES REDACTED