

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)
-----X

**ORDER: (I) APPROVING DISCLOSURE STATEMENT;
(II) ESTABLISHING DATE OF CONFIRMATION HEARING;
(III) ESTABLISHING PROCEDURES FOR SOLICITATION AND
TABULATION OF VOTES TO ACCEPT OR REJECT PLAN,
INCLUDING (A) APPROVING FORM AND MANNER OF SOLICITATION
PACKAGES, (B) APPROVING FORM AND MANNER OF NOTICE OF THE
CONFIRMATION HEARING, (C) ESTABLISHING RECORD DATE
AND APPROVING PROCEDURES FOR DISTRIBUTION OF SOLICITATION
PACKAGES, (D) APPROVING FORMS OF BALLOTS, (E) ESTABLISHING
DEADLINE FOR RECEIPT OF BALLOTS, AND (F) APPROVING
PROCEDURES FOR VOTE TABULATIONS; (IV) ESTABLISHING
DEADLINE AND PROCEDURES FOR FILING
OBJECTIONS TO CONFIRMATION OF PLAN; (V) APPROVING
RIGHTS OFFERING PROCEDURES AND (VI) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) for entry of an order, pursuant to sections 105, 363, 1125 and 1126 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3016, 3017 and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 3017-1 of the Local Bankruptcy Rules for the

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.

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Motion.



Southern District of New York (the “**Local Rules**”), (i) approving the Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including all exhibits thereto and as may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”); (ii) establishing the date of the hearing on confirmation of the Plan (the “**Confirmation Hearing**”); (iii) establishing procedures for the solicitation and tabulation of votes to accept or reject the Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including all exhibits thereto and as may be amended, modified or supplemented from time to time, the “**Plan**”), including (a) approving the form and manner of the solicitation packages to be sent to parties in interest in these cases, (b) approving the form and manner of notice of the Confirmation Hearing, (c) establishing a voting record date and approving procedures for distributing solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iv) establishing the deadline and procedures for filing objections to confirmation of the Plan; (v) approving the procedures for the Rights Offerings, and corresponding subscription agreements and subscription forms, substantially in the forms annexed hereto as **Exhibits D-1** and **D-2** (including all exhibits thereto, and as the same may be amended, modified or supplemented from time to time, the “**Rights Offering Procedures**”); and (vi) granting related relief; and it appearing that due and sufficient notice pursuant to Bankruptcy Rule 2002(b) of the hearing to approve the Motion and the Disclosure Statement has been given; and upon the objections to the Motion and the Debtors’ response thereto; and upon the record of the hearing held by the Court on the Motion on June 20, 2014; and after due deliberation and upon the Court’s determination that the relief requested in the Motion is in the best interests of the

Debtors, their estates and creditors and other parties in interest and that the Disclosure Statement contains adequate information as set forth in 11 U.S.C. § 1125; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.
3. Except as provided in paragraph 5 below, the Debtors shall mail or cause to be mailed to holders of claims against each of the Debtors entitled to vote on the Plan, so that such mailing commences no later than thirty (30) days prior to the Voting Deadline (the **“Solicitation Commencement Deadline”**), a solicitation package containing: (a) written notice (the **“Confirmation Hearing Notice”**), substantially in the form attached hereto as Exhibit A, of (i) the Court’s approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Confirmation Hearing, and (iv) the deadline and procedures for filing objections to confirmation of the Plan, which Confirmation Hearing Notice is approved; (b) copies of the Plan and the Disclosure Statement which may (but shall not required to) be in PDF format on a CD-ROM; (c) the appropriate ballot (substantially in the forms attached hereto as Exhibits B-1 through B-8) and ballot return envelope; and (d) such other information as the Court may direct or approve (collectively, the **“Solicitation Package”**). The Solicitation Package and the manner of service of the Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d).
4. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to holders of Class 1 Priority Non-Tax Claims, Class 2 Other Secured Claims, Class 3 Cash Flow Facility Claims, Class 7 General Unsecured Claims, Class 8

Senior Subordinated Claims, Class 10 Existing Securities Law Claims, and Class 11 Existing Interests (the “**Non-Voting Parties**”). The Debtors shall mail or cause to be mailed to each Non-Voting Party, so that such mailing commences no later than the Solicitation Commencement Deadline, the applicable Non-Voting Creditor Notice, substantially in the forms attached hereto as Exhibit C-1 (for Unimpaired Creditors) and C-2 (for Non-Voting Impaired Classes). Subject to the procedures set forth herein relating to temporary allowance of Claims for voting purposes, the Non-Voting Parties shall not be entitled to vote on the plan.

5. With respect to Solicitation Packages to be distributed to holders of Claims in Classes 4, 5 and 6, the Debtors shall distribute or cause to be distributed Solicitation Packages, including Ballots, to record holders of the Debtors’ securities in such Classes, including without limitation, indenture trustees, brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees (collectively, the “**Voting Nominees**”), and each Voting Nominee shall be entitled to receive reasonably sufficient numbers of Solicitation Packages (including Beneficial Ballots) to distribute via first class mail to the beneficial owners of the Claims and Interests for whom such Voting Nominee acts (collectively, the “**Beneficial Owners**”). Each Voting Nominee is directed to forward the Solicitation Package to the Beneficial Owners of the securities entitled to vote on the Plan represented by such Voting Nominee using one of the following two methods (to be selected by the Voting Nominee) within five (5) business days of receipt of the Solicitation Packages:³

- a. **Master Ballots**: A Voting Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Voting Nominee, and other materials requested to be forwarded. Each such Beneficial Owner may then indicate

³ For the avoidance of doubt, the Debtors shall not distribute the foregoing Solicitation Packages (and related Ballots) to the Indenture Trustees (as such term is defined in the Plan), and the Indenture Trustees shall not be responsible for the distribution, completion, tabulation or return of any such Ballots.

its vote on the Beneficial Ballot, provide the information requested in the Beneficial Ballot, review the certifications contained in the Beneficial Ballot, and return the Beneficial Ballot in sufficient time to be summarized on a master ballot (the “**Master Ballot**”), in substantially the forms annexed hereto as Exhibits B-1, B-3 and B-5. The Voting Nominee then will summarize the individual votes of its respective Beneficial Owners from their Beneficial Ballots on the Master Ballot and then return the Master Ballot to the Solicitation Agent so that it is received prior to the Voting Deadline. All Beneficial Ballots returned by Beneficial Owners will be retained by Voting Nominees for inspection for at least one year from the Voting Deadline.

- b. Pre-Validated Ballots: A Voting Nominee may pre-validate a Beneficial Ballot by, as applicable: (i) signing the applicable Beneficial Ballot; (ii) indicating on the Beneficial Ballot the account number of the applicable Beneficial Owner, and the amount of the securities held by the Voting Nominee for such Beneficial Owner; and (iii) forwarding such Beneficial Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then indicate its vote on the Beneficial Ballot, provide the information requested in the Beneficial Ballot, review the certifications contained in the Beneficial Ballot, and return the Beneficial Ballot directly to the Solicitation Agent so that it is received by the Solicitation Agent before the Voting Deadline. A list of the Beneficial Owners to whom pre-validated Beneficial Ballots were delivered will be maintained by each applicable Voting Nominee for inspection for at least one year from the Voting Deadline.

The Solicitation Agent shall transmit an electronic copy of the Solicitation Package to Euroclear Bank S.A./N.V. (“**Euroclear**”) and to Clearstream Banking, société anonyme (“**Clearstream**”) to transmit same to Voting Nominees who hold Class 6 Second Lien Note Claims through Euroclear or Clearstream, respectively, as of the Voting Record Date. The Nominees shall then forward the Solicitation Package to Beneficial Owners of Class 6 Second Lien Notes Claims who hold such Class 6 Second Lien Notes Claims through such Nominees, for voting. After receipt of the individual Beneficial Owner Ballots from such Beneficial Owners, the Voting Nominee shall then summarize the individual votes from the Beneficial Owners on a Master Ballot, and then return the Master Ballot to the Solicitation Agent. The Nominee shall also instruct Euroclear or Clearstream, as and if applicable, to disclose each Beneficial Owner’s Voting Record Date position to the Voting Agent. Transmittal of Solicitation Packages to any holders of securities held through Euroclear or Clearstream shall be deemed good, adequate, and sufficient notice if delivered by electronic mail on or before the date that is no later than thirty (30) days prior to the Voting Deadline on Euroclear and Clearstream.

6. The Debtors are authorized to distribute or cause to be distributed Master Ballots to the Voting Nominees in Classes 4, 5 and 6 in accordance with customary procedures. Each Voting Nominee shall (i) return such results in a Master Ballot, and (ii) retain the copies of the underlying Ballots received from the Beneficial Owners for inspection for a period of one year following the Voting Deadline.

7. In order for its vote to be counted, the Beneficial Owner is required to return its Beneficial Ballot to the Voting Nominee, in a return envelope which shall be provided by and addressed to the Voting Nominee, so that it is received prior to the Voting Deadline, or such earlier deadline as may be established by the Voting Nominee.

8. June 19, 2014 is established, “for cause” pursuant to Bankruptcy Rule 3017(d), as the record date (the “**Voting Record Date**”) for purposes of determining the creditors and interest holders of the Debtors entitled to receive the Solicitation Package or a Non-Voting Creditor Notice and to vote on the Plan.

9. Kurtzman Carson Consultants LLC (“**KCC**” or the “**Solicitation Agent**” or the “**Balloting Agent**”, as applicable) will inspect, monitor and supervise the Plan solicitation process, tabulate the ballots and certify to the Court the results of the balloting.

10. The Debtors are permitted to dispense with the mailing of Solicitation Packages or Non-Voting Creditor Notices to addresses and entities to which the notice of the Disclosure Statement hearing was returned by the United States Postal Service as undeliverable, unless the Debtors or the Solicitation Agent are provided with an accurate address.

11. The Ballots, including the Master Ballots, substantially in the forms attached hereto as Exhibits B-1 through B-8, are hereby approved.

12. All Ballots and Master Ballots must be properly executed, completed and delivered to the Balloting Agent by first class mail in the return envelope provided with the Ballots, or by overnight or hand delivery, or courier, to: Momentive Performance Materials Ballot Processing Center, c/o KCC, 1290 Avenue of the Americas, 9th Floor, New York, NY 10104, so that the Ballots and Master Ballots are received on or before July 28, 2014 at 4:00 p.m. (prevailing Eastern Time) (the “**Voting Deadline**”), unless extended by the Debtors (subject to Court approval). Ballots and Master Ballots cast by facsimile, email or other electronic transmission will not be counted unless approved in advance by the Debtors in writing.

13. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- a. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated as if such creditor held one claim against the Debtors in such class, and the votes related to such claims will be treated as a single vote to accept or reject the Plan.
- b. Creditors must vote all of their claims or interests within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, a ballot (or multiple ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.
- c. Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.
- d. Only ballots that are timely received with signatures will be counted. Unsigned ballots will not be counted.
- e. Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.
- f. Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.

- g. Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last valid ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.
 - h. If a creditor simultaneously casts inconsistent duplicate ballots with respect to the same claim, such ballots shall not be counted.
 - i. Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors in their sole discretion, which determination shall be final and binding.
 - j. If no creditor or interest holder in a particular class or classes entitled to vote to accept or reject the Plan votes either to accept or reject the Plan, such class or classes shall be deemed to have accepted the Plan.
14. The following additional rules apply to the tabulation of Master Ballots

and Beneficial Ballots cast by Voting Nominees and Beneficial Owners:

- a. Votes cast by Beneficial Owners through a Voting Nominee will be applied against the positions held by such entities in the applicable security as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Voting Nominee, pursuant to the Master Ballots or pre-validated Beneficial Ballots, will not be counted in excess of the principal amount of such securities held by such Voting Nominee.
- b. To the extent that conflicting votes or "overvotes" are submitted by a Voting Nominee, the Balloting Agent, in good faith, will attempt to reconcile discrepancies with the Voting Nominee.
- c. To the extent that overvotes on the Master Ballot are not reconcilable prior to the preparation of the vote certification, the Balloting Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Voting Nominee's position in the applicable security.
- d. Where a Beneficial Owner holds its Class 4, 5 or 6 securities through more than one Voting Nominee, it must execute a separate Class 4, 5 or 6 Ballot, respectively, for each block of securities. However, such holder must vote all of its Claims in each Class in the same manner, to either accept or reject the Plan. Accordingly, if such holder returns more than

one Ballot to more than one Voting Nominee voting different Claims within each Class under the Plan and the Ballots are not voted in the same manner, as reflected on such separate Master Ballots, such votes will not be counted.

- e. For the purposes of tabulating votes, each Beneficial Owner will be deemed to have voted the principal amount relating to such security, although the Voting Agent will adjust such principal amount to reflect the claim amount, including prepetition interest.

15. Any objection, comment or response to confirmation of the Plan

(including any supporting memoranda) must be in writing, served on the parties identified below, and filed with the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before July 28, 2014 at 4:00 p.m. (prevailing Eastern Time).

The Court shall consider only timely filed written objections. All objections not timely filed and served in accordance with the provisions of the Motion are hereby deemed waived. Objections to confirmation of the Plan shall provide proposed language to remedy such objections and shall be served on the following parties: (i) Momentive Performance Materials Inc., 260 Hudson River Road, Waterford, NY 12188 (Attn.: Douglas A. Johns, Esq.); (ii) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Matthew A. Feldman, Esq. and Jennifer J. Hardy, Esq.); (iii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Brian S. Matsumoto, Esq. and Richard W. Fox, Esq.); (iv) counsel to the administrative agent under the Debtors' postpetition secured credit agreement, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Steven M. Fuhrman, Esq. and Nicholas Baker, Esq.); (v) counsel to General Electric Capital Corporation, Bingham McCutchen LLP, One Federal Street, Boston, MA 02110 (Attn: Stephen M. Miklus, Esq. and Julia Frost-Davies, Esq.); (vi) counsel to the Ad Hoc Committee of Second Lien Noteholders, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil,

Esq.); (vii) counsel to Apollo Global Management, LLC and certain affiliated funds, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Ira S. Dizengoff, Esq. and Philip C. Dublin, Esq.); (viii) counsel to Momentive Performance Materials Holdings LLC, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of Americas, New York, NY 10019 (Attn: Alan W. Kornberg, Esq. and Elizabeth R. McColm, Esq.); and (ix) counsel to the official committee of unsecured creditors, Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Lee R. Bogdanoff, Esq. and Whitman L. Holt, Esq.).

16. The Confirmation Hearing shall be held before this Court commencing on August 14, 2014 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel can be heard, before the Honorable Robert D. Drain of the United States Bankruptcy Court for the Southern District of New York at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601.

17. The Confirmation Hearing may be adjourned from time to time without further notice to creditors and other parties-in-interest by an announcement of the adjourned date at the Confirmation Hearing of any adjournment thereof or an appropriate filing with the Court.

18. Prior to mailing the Disclosure Statement, Solicitation Packages, and Non-Voting Creditor Notices, the Debtors may fill in any missing dates and other information, correct any typographical errors, make the revisions to the Disclosure Statement and Plan reflected in the record of the hearing of the Motion, and make such other non-material, non-substantive changes to any such documents as the Debtors deem appropriate.

19. The Rights Offering Procedures, including the Subscription Commencement Date and Subscription Expiration Deadline, subscription agreements and subscription forms in substantially the forms annexed hereto as Exhibits D-1 and D-2 are

approved.⁴ The Debtors are hereby authorized and empowered to conduct the Rights Offerings pursuant to the terms and provisions of the Rights Offering Procedures, and may take such actions, including, but not limited to, engaging a subscription agent, and expending funds as necessary or appropriate to conduct and implement the Rights Offerings.

20. The Debtors hereby are authorized and empowered to take such steps and expend such funds as are necessary to implement the terms of this Order.

21. This Court shall retain jurisdiction over all matters related to or arising from the Motion or the interpretation or implementation of this Order.

Dated: June 23, 2014
White Plains, New York

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

⁴ For the avoidance of doubt, prior to the Subscription Commencement Date, the Debtors may, with the consent of the Plan Support Parties, make appropriate technical adjustments and modifications to the Rights Offering Procedures, and corresponding subscription agreements and subscription forms.

EXHIBIT A

Confirmation Hearing Notice

EXHIBIT B-1

Master Ballot for Class 4 (First Lien Note Claims)

EXHIBIT B-2

Individual Ballot for Class 4 (First Lien Note Claims)

EXHIBIT B-3

Master Ballot for Class 5 (1.5 Lien Note Claims)

EXHIBIT B-4

Individual Ballot for Class 5 (1.5 Lien Note Claims)

EXHIBIT B-5

Master Ballot for Class 6 (Second Lien Note Claims)

EXHIBIT B-6

Individual Ballot for Class 6 (Second Lien Note Claims)

EXHIBIT B-7

**Individual Ballot for Class 6 (Second Lien Note Claims) for
Apollo Global Management, LLC and Certain of Its Affiliated Funds**

EXHIBIT B-8

Ballot for Class 9 (Holdings PIK Note Claims)

EXHIBIT C-1

Non-Voting Creditor Notice (Unimpaired Creditors)

EXHIBIT C-2

Non-Voting Creditor Notice (Non-Voting Impaired Classes)

EXHIBIT D-1

**Section 1145 Rights Offering Procedures, Subscription
Agreement and Beneficial Holder Subscription Form**

EXHIBIT D-2

**4(a)(2) Rights Offering Procedures, Subscription
Agreement and Beneficial Holder Subscription Form**

EXHIBIT A

Confirmation Hearing Notice

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)
-----X

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated [_____] , 2014 (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) approved the Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including all exhibits thereto and as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), and authorized the Debtors to solicit votes to accept or reject the Debtors’ Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including all exhibits thereto and as amended, modified or supplemented from time to time, the “**Plan**”),² annexed as Exhibit 1 to the Disclosure Statement.

DEADLINE FOR VOTING ON THE PLAN

2. By the Disclosure Statement Order, the Bankruptcy Court established **July 28, 2014 at 4:00 p.m. (prevailing Eastern Time)** (the “**Voting Deadline**”) as the deadline by which ballots accepting or rejecting the Plan must be received. Holders of claims entitled to vote on the Plan will receive ballots for casting such votes. To be counted, original ballots, or Master

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.

² All capitalized terms used but not defined herein have the meanings given them in the Plan.

Ballots including votes of Beneficial Owners must actually be **received** on or before the Voting Deadline by KCC (the “**Balloting Agent**”), by first class mail, overnight or hand delivery, or courier, at the following address: Momentive Performance Materials Ballot Processing Center, c/o KCC, 1290 Avenue of the Americas, 9th Floor, New York, NY 10104. Except as set forth in the Disclosure Statement Order, ballots cast by facsimile, email or other electronic transmission will not be counted.

3. Holders of unimpaired claims under the Plan and Classes that are deemed to reject the Plan are not entitled to vote on the Plan and, therefore, will receive a Non-Voting Creditor Notice rather than a ballot.

CONFIRMATION HEARING

4. Commencing on **August 14, 2014 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, in Courtroom 118 at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just or proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

5. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the Clerk of the Bankruptcy Court at 300 Quarropas Street, White Plains, New York 10601, or electronically using the Bankruptcy Court’s Case Management/Electronic Case File (“**CM/ECF**”) System at <https://ecf.nysb.uscourts.gov> (a CM/ECF password will be required), (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **July 28, 2014 at 4:00 p.m. (prevailing Eastern Time)**, upon: (i) Momentive Performance Materials Inc., 260 Hudson River Road, Waterford, NY 12188 (Attn.: Douglas A. Johns, Esq.); (ii) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Matthew A. Feldman, Esq. and Jennifer J. Hardy, Esq.); (iii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Brian S. Matsumoto, Esq. and Richard W. Fox, Esq.); (iv) counsel to the administrative agent under the Debtors’ postpetition secured credit agreement, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Steven M. Fuhrman, Esq. and Nicholas Baker, Esq.); (v) counsel to General Electric Capital Corporation, Bingham McCutchen LLP, One Federal Street, Boston, MA 02110 (Attn: Stephen M. Miklus, Esq. and

Julia Frost-Davies, Esq.); (vi) counsel to the Ad Hoc Committee of Second Lien Noteholders, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil, Esq.); (vii) counsel to Apollo Global Management, LLC and certain affiliated funds, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Ira S. Dizengoff, Esq. and Philip C. Dublin, Esq.); (viii) counsel to Momentive Performance Materials Holdings LLC, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of Americas, New York, NY 10019 (Attn: Alan W. Kornberg, Esq. and Elizabeth R. McColm, Esq.); and (ix) counsel to the official committee of unsecured creditors, Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Lee R. Bogdanoff, Esq. and Whitman L. Holt, Esq.). Any objections not filed and served as set forth above will be deemed waived.

NOTICE TO HOLDERS OF GENERAL UNSECURED CLAIMS (CLASS 7)

6. Holders of General Unsecured Claims that believe that they may be contractually entitled to a specific rate of interest with respect to their General Unsecured Claims must notify the Debtors in writing of such interest rate. Otherwise, pursuant to the Plan, postpetition interest on Allowed General Unsecured Claims will be paid at the Federal Judgment Rate, computed daily from the Petition Date through the applicable Distribution Date and compounded annually, ***unless a holder of a General Unsecured Claim notifies the Debtors in writing within five (5) business days prior to the Effective Date, and the Debtors agree or, in the absence of agreement, the Bankruptcy Court determines, that such holder is contractually entitled to an alternate interest rate, in which case the postpetition interest will be computed from the Petition Date through the applicable Distribution Date and compounded (if at all) in accordance with the applicable contract. Such notice must be sent to: (i) Momentive Performance Materials Inc., 260 Hudson River Road, Waterford, NY 12188 (Attn.: Douglas A. Johns, Esq.); and (ii) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Matthew A. Feldman, Esq. and Jennifer J. Hardy, Esq.).***

Dated: New York, New York
[____ _], 2014

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

787 Seventh Avenue
New York, New York 10019
(212) 728-8000

EXHIBIT B-1

Master Ballot for Class 4 (First Lien Note Claims)

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)
 -----X

MASTER BALLOT FOR CLASS 4 (FIRST LIEN NOTE CLAIMS) FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Momentive Performance Materials Inc.’s 8.875% First-Priority Senior Secured Notes due 2020.

THE VOTING DEADLINE BY WHICH YOUR MASTER BALLOT MUST BE RECEIVED BY THE SOLICITATION AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014 (THE “VOTING DEADLINE”) OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.

This master ballot (the “**Master Ballot**”) is to be used by you, as a broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee (each of the foregoing, a “**Nominee**”), for summarizing the votes cast by beneficial holders of Class 4 First Lien Note Claims to accept or reject the *Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”),² filed by the above-captioned debtors and debtors in possession (the “**Debtors**”). The Plan is described in the accompanying *Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”), which was approved by the

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.

² Capitalized terms used in this Master Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

Bankruptcy Court on [____], 2014. Beneficial holders of First Lien Note Claims voting through a Nominee must submit individual ballots (each, a “**Beneficial Ballot**”) casting a vote to accept or reject the Plan to the appropriate Nominee so that the Nominee may process such votes on this Master Ballot and return this Master Ballot so that it is received by Kurtzman Carson Consultants LLC (the “**Solicitation Agent**”) on or before **4:00 p.m. (prevailing Eastern Time) on July 28, 2014**. Before you transmit votes cast by beneficial holders to accept or reject the Plan, please review the Disclosure Statement and the instructions contained herein carefully.

It is important that you and the beneficial holders vote on the Plan. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you and the beneficial holders voting through you if it is accepted by the holders of at least two-thirds in amount and more than half in number of Claims actually voting in each Class of voting Claims. The votes of the Claims actually voted in each Class will bind those who do not vote. In the event that the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired Class of Claims has accepted the Plan and the Bankruptcy Court finds that the Plan accords fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes of Claims rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY, COMPLETE, SIGN AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED AND TIMELY RECEIVED BY THE SOLICITATION AGENT, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

Item 1. Certification of Authority to Vote.

The undersigned certifies that the undersigned (please check all applicable boxes):

- is a Nominee for the beneficial holder(s) of the aggregate principal amount of the First Lien Note Claims listed in Item 2 below, and is the registered holder or agent of the instruments evidencing such claims;
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder or agent of the aggregate principal amount of First Lien Note Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder of or agent for the aggregate principal amount of First Lien Note Claims listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial holder(s) of the First Lien Note Claims described in Item 2 below.

Item 2. Class 4 (First Lien Note Claims) Vote.

The undersigned certifies that below is a table setting forth: (i) the beneficial holders of First Lien Note Claims who timely submitted a completed Beneficial Ballot to the undersigned; (ii) the aggregate unpaid principal amount of each such holder’s First Lien Note Claim identified in such ballot; (iii) whether each such holder voted to accept or reject the Plan on account of its First Lien Note Claim; and (iv) whether each such holder elected to opt out of the releases set forth in Section 12.5 of the Plan (Item 3 on each such holder’s Beneficial Ballot):

Your Customer Account Number for Each Beneficial Holder	Principal Amount of First Lien Note Claims Voted in Item 2 of the Beneficial Ballot			Item 3 of Beneficial Ballot (Optional)
	To Accept the Plan		To Reject the Plan	Did Beneficial Holder Opt Out of Releases in Section 12.5 of Plan?
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
TOTALS:				

(please attach additional sheets if necessary)

The undersigned certifies that the information provided above (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of Class 4 First Lien Note Claims, as identified by their respective account numbers, that have delivered duly completed individual Beneficial Ballots to the undersigned which ballots cast votes to accept or reject the Plan.

Item 3. Additional Ballots Submitted by Beneficial Holders.

The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 4 of each individual Beneficial Ballot received from a beneficial holder of a Class 4 First Lien Note Claim.

Information to be Transcribed from Item 4 of Individual Class 4 Ballots Regarding Other Ballots Cast in Respect of First Lien Note Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Name or Customer Account Number for Other Account	CUSIP or ISIN Number	Name of Broker, Dealer, or Other Agent or Nominee for Other Account (if applicable)	Principal Amount

(please attach additional sheets if necessary)

Item 4. Certification.

By signing this Master Ballot, the undersigned certifies that each beneficial holder whose vote is being transmitted by this Master Ballot has been provided with a copy of the Disclosure Statement, the Plan, and all other applicable solicitation materials, and that the Beneficial Ballots received from each beneficial holder of a Class 4 First Lien Note Claim or a copy thereof is and will remain on file with the undersigned subject to inspection for a period of one (1) year following the Voting Deadline.

SIGNED: _____

NAME OF NOMINEE: _____

PARTICIPANT NUMBER: _____

TITLE: _____

IF AUTHORIZED BY AGENT,
NAME AND TITLE: _____

NAME OF INSTITUTION: _____

STREET ADDRESS _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

DATED: _____

EMAIL: _____

THIS MASTER BALLOT MUST BE RECEIVED BY KCC AT THE FOLLOWING ADDRESS ON OR BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED:

MOMENTIVE PERFORMANCE MATERIALS BALLOT PROCESSING CENTER

C/O KCC

1290 AVENUE OF THE AMERICAS, 9TH FLOOR

NEW YORK, NY 10104

TEL # (917) 281-4800 (For US and International calls)

PLEASE NOTE: MASTER BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE, EMAIL OR OTHER ELECTRONIC TRANSMISSION, UNLESS APPROVED BY THE DEBTORS IN WRITING.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS MASTER BALLOT, BENEFICIAL BALLOTS, THE DISCLOSURE STATEMENT OR OTHER RELATED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT (917) 281-4800.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

On [____ _], 2014, the Bankruptcy Court approved the Disclosure Statement relating to the Plan, and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan. The Debtors are soliciting votes of your customers or constituents who are beneficial holders of First Lien Note Claims on the Plan. This Master Ballot is to identify the vote of your customers or constituents who hold First Lien Note Claims under the Plan.

To have the vote of your customers count, you should deliver the Disclosure Statement, Plan and a Beneficial Ballot to each beneficial holder of a Class 4 First Lien Note Claim for whom you are a Nominee, and you must **COMPLETE, SIGN AND RETURN THIS MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY KCC ON OR BEFORE THE VOTING DEADLINE, I.E., 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014.** Master Ballots should be returned to the following address:

Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104

YOU ARE REQUIRED TO RETAIN A COPY OF THE UNDERLYING BENEFICIAL BALLOTS RECEIVED FROM THE BENEFICIAL HOLDERS FOR INSPECTION FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE VOTING DEADLINE.

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. Neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates surrendered together with this Master Ballot.

If you are transmitting the votes of any beneficial holders of First Lien Note Claims other than yourself, you must deliver a Beneficial Ballot, the Disclosure Statement and Plan (which may be provided on CD-ROM included in the materials sent to you by the Debtors), the order approving the Disclosure Statement, the Confirmation Hearing Notice and any other materials requested to be forwarded to the beneficial holders of First Lien Note Claims within five (5) business days after your receipt of the aforementioned items. Such beneficial holders must complete and execute a Beneficial Ballot by voting to accept or reject the Plan, and return the completed, executed Beneficial Ballot to you so that you have sufficient time to process such votes on this Master Ballot and return this Master Ballot so that it is actually received by the Solicitation Agent on or prior to **4:00 p.m. (prevailing Eastern Time) on July 28, 2014.**

With respect to all Beneficial Ballots returned to you, you must properly complete the Master Ballot as follows:

- (i) Check the appropriate box(es) in Item 1 of the Master Ballot.
- (ii) Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the First Lien Note Claims. **IMPORTANT: EACH HOLDER OF A FIRST LIEN**

NOTE CLAIM MUST VOTE ALL OF SUCH HOLDER'S CLAIMS IN CLASS 4 EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL HOLDER'S BENEFICIAL BALLOT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WITH RESPECT TO ITS FIRST LIEN NOTE CLAIM(S), SUCH VOTE SHOULD NOT BE COUNTED. HOLDERS OF CLAIMS MAY NOT SPLIT THEIR VOTES WITH RESPECT TO THEIR CLAIMS. IF ANY BENEFICIAL HOLDER OF A FIRST LIEN NOTE CLAIM HAS ATTEMPTED TO SPLIT ITS VOTE BY SUBMITTING A BENEFICIAL BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, AND ALLOCATES PORTIONS OF ITS CLAIM IN SUCH MANNER, SUCH VOTE SHOULD NOT BE COUNTED. Beneficial holders that submit multiple Beneficial Ballots in respect of the same First Lien Note Claim shall be deemed to have voted in the manner of the last valid Beneficial Ballot received.

- (iii) Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial holder from Item 4 of each completed Class 4 Beneficial Ballot. Please also include your customer account number for each entry in Item 3 of this Master Ballot.
- (iv) Independently verify and confirm the accuracy of the information provided with respect to each beneficial holder of a First Lien Note Claim identified in your Master Ballot.
- (v) Review the certifications in Item 4 of the Master Ballot.
- (vi) Sign and date the Master Ballot, and provide the additional information requested.
- (vii) If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding.
- (viii) Return the completed and originally executed Master Ballot to the Solicitation Agent at the address set forth above so as to be actually received by the Solicitation Agent on or before the Voting Deadline. You must retain a copy of all returned Beneficial Ballots in your files for one (1) year from the Voting Deadline.
- (ix) Votes cast by beneficial holders of First Lien Note Claims through a Nominee should be applied against the positions held by such entities in the applicable security as of 5:00 p.m. (prevailing Eastern Time) on June 19, 2014 (the "Voting Record Date"), as evidenced by the record and

depository listings. Votes submitted by a Nominee, pursuant to a Master Ballot or a pre-validated Beneficial Ballot, will not be counted in excess of the record amount of such securities held by such Nominee as of the Voting Record Date.

- (x) To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee.
- (xi) To the extent that overvotes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Nominee’s position in the First Lien Note.
- (xii) Where a beneficial holder holds its First Lien Note through more than one Nominee, such holder must execute a separate Beneficial Ballot for each block of securities. However, such holder must vote all of its First Lien Note Claims in the same manner, to either accept or reject the Plan. Accordingly, if such holder returns more than one Beneficial Ballot to more than one Nominee voting different First Lien Note Claims and the Beneficial Ballots are not voted in the same manner, as reflected on such separate Master Ballots, such votes will not be counted (which determination will be made based on information reasonably known to the Solicitation Agent).
- (xiii) For the purposes of tabulating votes, each beneficial holder will be deemed to have voted the principal amount relating to such security, although the Solicitation Agent may adjust such principal amount to reflect the Claim amount, including prepetition interest.
- (xiv) After the Voting Deadline, no vote may be withdrawn without the prior consent of the Debtors.

PLEASE NOTE:

All Master Ballots and Beneficial Ballots are for voting purposes only and do not constitute, and shall not be deemed, a proof of claim, an assertion of a Claim or an admission by the Debtors of the validity of a Claim.

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Ballots and other enclosed materials to the beneficial holders of the First Lien Note Claims held by you as a Nominee or in a fiduciary capacity.

If you have any questions relating to this Master Ballot, please contact the Solicitation Agent at (917) 281-4800.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

EXHIBIT B-2

Individual Ballot for Class 4 (First Lien Note Claims)

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)
 -----X

**BENEFICIAL BALLOT FOR CLASS 4 (FIRST LIEN
NOTE CLAIMS) FOR ACCEPTING OR REJECTING THE
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE
PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS**

TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING EASTERN TIME). PLEASE FOLLOW THE VOTE DELIVERY INSTRUCTIONS PROVIDED BY YOUR NOMINEE, OR IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE. DO NOT RETURN THIS BENEFICIAL BALLOT DIRECTLY TO THE SUBSCRIPTION AGENT OR IT WILL BE INVALID.

This ballot (the “**Ballot**”) is being submitted to you by Momentive Performance Materials Inc. and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).²

The Bankruptcy Court has approved the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*,

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.

² Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Kurtzman Carson Consultants LLC, the Debtors’ solicitation agent (the “**Solicitation Agent**”) in these cases, at <http://kccllc.net/mpm>. A copy of the Disclosure Statement is also available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court’s website, www.nysb.uscourts.gov (a PACER account is required); (c) upon written request to the Solicitation Agent; or (d) by contacting the Solicitation Agent via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 4 – First Lien Note Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.

To have your vote counted, it must be received by the broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee that sent you this Ballot (as applicable, the “Nominee**”) so that it is actually received by the Solicitation Agent not later than 4:00 p.m. (prevailing Eastern Time) on July 28, 2014 (the “**Voting Deadline**”). IF YOU RECEIVE A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount.

For purposes of voting to accept or reject the Plan, as of 5:00 p.m. (prevailing Eastern time) on June 19, 2014 (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 4 First Lien Note Claim in the aggregate principal amount set forth below. (If you do not know the principal amount of your Class 4 First Lien Note Claim, please contact your nominee immediately).

\$ _____

Item 2. Vote on Plan.

CHECK ONE BOX ONLY

- ACCEPTS (votes FOR) the Plan.**
- REJECTS (votes AGAINST) the Plan.**

Item 3. Opt-Out Election (OPTIONAL — for holders of Class 4 First Lien Note Claims that vote to REJECT the Plan only).

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.5 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.5 OF THE PLAN.**

- The undersigned elects not to grant (OPTS OUT OF) the releases set forth in Section 12.5 of the Plan.**

IMPORTANT INFORMATION REGARDING THE RELEASE

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any

Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.³

Specifically, the releases in Section 12.5 of the Plan (the “Releases”) bind (a) each Released Party, (b) each holder of a Claim or Interest (including holders of Class 4 First Lien Note Claims) entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot, and (c) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subject to the Effective Date, all holders of Claims and Interests (including holders of Class 4 First Lien Note Claims), except for holders of Claims or Interests who “opt out” of the Releases in a timely submitted Ballot as set forth above. If you are a holder of a Class 4 First Lien Note Claim and you (i) vote to accept the Plan, (ii) abstain from voting, or (iii) vote to reject the Plan but do not “opt out” of the Releases in Item 3 above, you will be deemed to grant the Releases. The Releases provide for, among other things, the following:

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Interest entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot; and (iii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under the Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the Plan) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured,

³ As used herein and in the Plan, the term “Released Parties” means, collectively, and each solely in its capacity as such: (a) the Debtors and their respective non-Debtor subsidiaries; (b) the DIP Agent; (c) the DIP Lenders; (d) each of the Backstop Parties; (e) the Ad Hoc Committee of Second Lien Noteholders and each current and former member thereof, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 shall be supplemented with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (f) each current and former Backstop Party, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 to the Plan shall be supplemented in the Plan Supplement with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (g) Apollo; (h) MSC; (i) Momentive Performance Materials Holdings LLC; (j) the New ABL Facility Arrangers, the New ABL Agent and the New ABL Lenders; (k) the New First Lien Term Loan Facility Arrangers, the New First Lien Agent and the New First Lien Lenders; (l) the Second Lien Indenture Trustee; (m) the Creditors’ Committee Parties; and (n) each of the foregoing parties’ current officers, affiliates, partners, directors, employees, agents, members, advisors and professionals (including any attorneys, consultants, financial advisors, investment bankers and other professionals retained by such Persons and, for the avoidance of doubt, the Ad Hoc Committee of Second Lien Noteholders Advisors), together with their respective successors and assigns; provided, however, that such attorneys and professional advisors shall only include those that provided services related to the Reorganization Cases and the transactions contemplated by the Plan; provided, further, that no Person shall be a Released Party if it objects to and/or opts out of the releases provided for in Article XII of the Plan.

known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are *based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, or the Plan or the Disclosure Statement.*

Item 4. Other Ballots.

By returning this Ballot, Claimant certifies that Claimant has not submitted any other ballots for or on account of his/her Class 4 First Lien Note Claims held in other accounts or other record names, except for ballots for or on account of those Class 4 First Lien Note Claims identified in the following table (which you may use additional paper to supplement as necessary).

Other Ballots Cast in Respect of Class 4 First Lien Note Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP or ISIN Number	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Applicable First Lien Notes for Which Ballot has been Submitted

Item 5. Certification.

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 4 First Lien Note Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: _____

Signature: _____

Name (if different from Claimant): _____

Title (if corporation or partnership) _____

Address: _____

Dated: _____

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT TO YOUR NOMINEE IN THE ENVELOPE PROVIDED OR FOLLOW THE VOTE DELIVERY INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
 - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box;
 - (ii) Review the certification in Item 4 of the Ballot and provide the requested information, if applicable, concerning all other Class 4 First Lien Note Claims for which you have submitted ballots in addition to this Ballot; and
 - (iii) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your original signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. If your Class 4 First Lien Note Claim is held by a partnership, your Ballot must be executed in the name of the partnership by a general partner. If your Class 4 First Lien Note Claim is held by a corporation, your Ballot must be executed by an officer. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. If you voted to reject the Plan, review the optional opt-out election disclosure in Item 3 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 3.
3. **To have your vote counted, you must complete, sign and return this Ballot to your Nominee prior to the Voting Deadline.** IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.
4. A properly completed, executed and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.

5. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 4 First Lien Note Claims.**
6. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. If you hold your Class 4 First Lien Note Claims through more than one Nominee, you must execute a separate ballot for each block of securities; provided, however, that you must vote all of your Class 4 First Lien Note Claims in the same manner (i.e., to either accept or reject the Plan). Accordingly, a ballot (or multiple ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
7. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last valid ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
8. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
9. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
10. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
11. This Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.
12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.

13. PLEASE RETURN YOUR BALLOT TO YOUR NOMINEE PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT YOUR NOMINEE, OR KCC AT (888) 249-2792 OR FOR INTERNATIONAL CALLS AT (310) 751-2607.

EXHIBIT B-3

Master Ballot for Class 5 (1.5 Lien Note Claims)

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)
 -----X

MASTER BALLOT FOR CLASS 5 (1.5 LIEN NOTE CLAIMS) FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Momentive Performance Materials Inc.’s 10% Senior Secured Notes due 2020.

THE VOTING DEADLINE BY WHICH YOUR MASTER BALLOT MUST BE RECEIVED BY THE SOLICITATION AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014 (THE “VOTING DEADLINE”) OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.

This master ballot (the “**Master Ballot**”) is to be used by you, as a broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee (each of the foregoing, a “**Nominee**”), for summarizing the votes cast by beneficial holders of Class 5 1.5 Lien Note Claims to accept or reject the *Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”),² filed by the above-captioned debtors and debtors in possession (the “**Debtors**”). The Plan is described in the accompanying *Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”), which was approved by the

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.

² Capitalized terms used in this Master Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

Bankruptcy Court on [_____], 2014. Beneficial holders of 1.5 Lien Note Claims voting through a Nominee must submit individual ballots (each, a “**Beneficial Ballot**”) casting a vote to accept or reject the Plan to the appropriate Nominee so that the Nominee may process such votes on this Master Ballot and return this Master Ballot so that it is received by Kurtzman Carson Consultants LLC (the “**Solicitation Agent**”) on or before **4:00 p.m. (prevailing Eastern Time) on July 28, 2014**. Before you transmit votes cast by beneficial holders to accept or reject the Plan, please review the Disclosure Statement and the instructions contained herein carefully.

It is important that you and the beneficial holders vote on the Plan. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you and the beneficial holders voting through you if it is accepted by the holders of at least two-thirds in amount and more than half in number of Claims actually voting in each Class of voting Claims. The votes of the Claims actually voted in each Class will bind those who do not vote. In the event that the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired Class of Claims has accepted the Plan and the Bankruptcy Court finds that the Plan accords fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes of Claims rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY, COMPLETE, SIGN AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED AND TIMELY RECEIVED BY THE SOLICITATION AGENT, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

Item 1. Certification of Authority to Vote.

The undersigned certifies that the undersigned (please check all applicable boxes):

- is a Nominee for the beneficial holder(s) of the aggregate principal amount of the 1.5 Lien Note Claims listed in Item 2 below, and is the registered holder or agent of the instruments evidencing such claims;
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder or agent of the aggregate principal amount of 1.5 Lien Note Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder of or agent for the aggregate principal amount of 1.5 Lien Note Claims listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial holder(s) of the 1.5 Lien Note Claims described in Item 2 below.

Item 2. Class 5 (1.5 Lien Note Claims) Vote.

The undersigned certifies that below is a table setting forth: (i) the beneficial holders of 1.5 Lien Note Claims who timely submitted a completed Beneficial Ballot to the undersigned; (ii) the aggregate unpaid principal amount of each such holder’s 1.5 Lien Note Claim identified in such ballot; (iii) whether each such holder voted to accept or reject the Plan on account of its 1.5 Lien Note Claim; and (iv) whether each such holder elected to opt out of the releases set forth in Section 12.5 of the Plan (Item 3 on each such holder’s Beneficial Ballot):

Your Customer Account Number for Each Beneficial Holder	Principal Amount of 1.5 Lien Note Claims Voted in Item 2 of the Beneficial Ballot			Item 3 of Beneficial Ballot (Optional)
	To Accept the Plan		To Reject the Plan	Did Beneficial Holder Opt Out of Releases in Section 12.5 of Plan?
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
TOTALS:				

(please attach additional sheets if necessary)

The undersigned certifies that the information provided above (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of Class 5 1.5 Lien Note Claims, as identified by their respective account numbers, that have delivered duly completed individual Beneficial Ballots to the undersigned which ballots cast votes to accept or reject the Plan.

Item 3. Additional Ballots Submitted by Beneficial Holders.

The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 4 of each individual Beneficial Ballot received from a beneficial holder of a Class 5 1.5 Lien Note Claim.

Information to be Transcribed from Item 4 of Individual Class 5 Ballots Regarding Other Ballots Cast in Respect of 1.5 Lien Note Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Name or Customer Account Number for Other Account	CUSIP or ISIN Number	Name of Broker, Dealer, or Other Agent or Nominee for Other Account (if applicable)	Principal Amount

(please attach additional sheets if necessary)

Item 4. Certification.

By signing this Master Ballot, the undersigned certifies that each beneficial holder whose vote is being transmitted by this Master Ballot has been provided with a copy of the Disclosure Statement, the Plan, and all other applicable solicitation materials, and that the Beneficial Ballots received from each beneficial holder of a Class 5 1.5 Lien Note Claim or a copy thereof is and will remain on file with the undersigned subject to inspection for a period of one (1) year following the Voting Deadline.

SIGNED: _____

NAME OF NOMINEE: _____

PARTICIPANT NUMBER: _____

TITLE: _____

IF AUTHORIZED BY AGENT,
NAME AND TITLE: _____

NAME OF INSTITUTION: _____

STREET ADDRESS _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

DATED: _____

EMAIL: _____

THIS MASTER BALLOT MUST BE RECEIVED BY KCC AT THE FOLLOWING ADDRESS ON OR BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED:

MOMENTIVE PERFORMANCE MATERIALS BALLOT PROCESSING CENTER

C/O KCC

1290 AVENUE OF THE AMERICAS, 9TH FLOOR

NEW YORK, NY 10104

TEL # (917) 281-4800 (For US and International calls)

PLEASE NOTE: MASTER BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE, EMAIL OR OTHER ELECTRONIC TRANSMISSION, UNLESS APPROVED BY THE DEBTORS IN WRITING.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS MASTER BALLOT, BENEFICIAL BALLOTS, THE DISCLOSURE STATEMENT OR OTHER RELATED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT (917) 281-4800.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

On [____ _], 2014, the Bankruptcy Court approved the Disclosure Statement relating to the Plan, and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan. The Debtors are soliciting votes of your customers or constituents who are beneficial holders of 1.5 Lien Note Claims on the Plan. This Master Ballot is to identify the vote of your customers or constituents who hold 1.5 Lien Note Claims under the Plan.

To have the vote of your customers count, you should deliver the Disclosure Statement, Plan and a Beneficial Ballot to each beneficial holder of a Class 5 1.5 Lien Note Claim for whom you are a Nominee, and you must **COMPLETE, SIGN AND RETURN THIS MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY KCC ON OR BEFORE THE VOTING DEADLINE, I.E., 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014.** Master Ballots should be returned to the following address:

Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104

YOU ARE REQUIRED TO RETAIN A COPY OF THE UNDERLYING BENEFICIAL BALLOTS RECEIVED FROM THE BENEFICIAL HOLDERS FOR INSPECTION FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE VOTING DEADLINE.

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. Neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates surrendered together with this Master Ballot.

If you are transmitting the votes of any beneficial holders of 1.5 Lien Note Claims other than yourself, you must deliver a Beneficial Ballot, the Disclosure Statement and Plan (which may be provided on CD-ROM included in the materials sent to you by the Debtors), the order approving the Disclosure Statement, the Confirmation Hearing Notice and any other materials requested to be forwarded to the beneficial holders of 1.5 Lien Note Claims within five (5) business days after your receipt of the aforementioned items. Such beneficial holders must complete and execute a Beneficial Ballot by voting to accept or reject the Plan, and return the completed, executed Beneficial Ballot to you so that you have sufficient time to process such votes on this Master Ballot and return this Master Ballot so that it is actually received by the Solicitation Agent on or prior to **4:00 p.m. (prevailing Eastern Time) on July 28, 2014.**

With respect to all Beneficial Ballots returned to you, you must properly complete the Master Ballot as follows:

- (i) Check the appropriate box(es) in Item 1 of the Master Ballot.
- (ii) Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the 1.5 Lien Note Claims. **IMPORTANT: EACH HOLDER OF A 1.5 LIEN**

NOTE CLAIM MUST VOTE ALL OF SUCH HOLDER'S CLAIMS IN CLASS 5 EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL HOLDER'S BENEFICIAL BALLOT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WITH RESPECT TO ITS 1.5 LIEN NOTE CLAIM(S), SUCH VOTE SHOULD NOT BE COUNTED. HOLDERS OF CLAIMS MAY NOT SPLIT THEIR VOTES WITH RESPECT TO THEIR CLAIMS. IF ANY BENEFICIAL HOLDER OF A 1.5 LIEN NOTE CLAIM HAS ATTEMPTED TO SPLIT ITS VOTE BY SUBMITTING A BENEFICIAL BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, AND ALLOCATES PORTIONS OF ITS CLAIM IN SUCH MANNER, SUCH VOTE SHOULD NOT BE COUNTED. Beneficial holders that submit multiple Beneficial Ballots in respect of the same 1.5 Lien Note Claim shall be deemed to have voted in the manner of the last valid Beneficial Ballot received.

- (iii) Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial holder from Item 4 of each completed Class 5 Beneficial Ballot. Please also include your customer account number for each entry in Item 3 of this Master Ballot.
- (iv) Independently verify and confirm the accuracy of the information provided with respect to each beneficial holder of a 1.5 Lien Note Claim identified in your Master Ballot.
- (v) Review the certifications in Item 4 of the Master Ballot.
- (vi) Sign and date the Master Ballot, and provide the additional information requested.
- (vii) If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding.
- (viii) Return the completed and originally executed Master Ballot to the Solicitation Agent at the address set forth above so as to be actually received by the Solicitation Agent on or before the Voting Deadline. You must retain a copy of all returned Beneficial Ballots in your files for one (1) year from the Voting Deadline.
- (ix) Votes cast by beneficial holders of 1.5 Lien Note Claims through a Nominee should be applied against the positions held by such entities in the applicable security as of 5:00 p.m. (prevailing Eastern Time) on June 19, 2014 (the "**Voting Record Date**"), as evidenced by the record and depository listings. Votes submitted by a Nominee, pursuant to a Master

Ballot or a pre-validated Beneficial Ballot, will not be counted in excess of the record amount of such securities held by such Nominee as of the Voting Record Date.

- (x) To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee.
- (xi) To the extent that overvotes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Nominee’s position in the 1.5 Lien Note.
- (xii) Where a beneficial holder holds its 1.5 Lien Note through more than one Nominee, such holder must execute a separate Beneficial Ballot for each block of securities. However, such holder must vote all of its 1.5 Lien Note Claims in the same manner, to either accept or reject the Plan. Accordingly, if such holder returns more than one Beneficial Ballot to more than one Nominee voting different 1.5 Lien Note Claims and the Beneficial Ballots are not voted in the same manner, as reflected on such separate Master Ballots, such votes will not be counted (which determination will be made based on information reasonably known to the Solicitation Agent).
- (xiii) For the purposes of tabulating votes, each beneficial holder will be deemed to have voted the principal amount relating to such security, although the Solicitation Agent may adjust such principal amount to reflect the Claim amount, including prepetition interest.
- (xiv) After the Voting Deadline, no vote may be withdrawn without the prior consent of the Debtors.

PLEASE NOTE:

All Master Ballots and Beneficial Ballots are for voting purposes only and do not constitute, and shall not be deemed, a proof of claim, an assertion of a Claim or an admission by the Debtors of the validity of a Claim.

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Ballots and other enclosed materials to the beneficial holders of the 1.5 Lien Note Claims held by you as a Nominee or in a fiduciary capacity.

If you have any questions relating to this Master Ballot, please contact the Solicitation Agent at (917) 281-4800.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

EXHIBIT B-4

Individual Ballot for Class 5 (1.5 Lien Note Claims)

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)
 -----X

**BENEFICIAL BALLOT FOR CLASS 5 (1.5 LIEN
NOTE CLAIMS) FOR ACCEPTING OR REJECTING THE
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE
PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS**

TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING EASTERN TIME). PLEASE FOLLOW THE VOTE DELIVERY INSTRUCTIONS PROVIDED BY YOUR NOMINEE, OR IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE. DO NOT RETURN THIS BENEFICIAL BALLOT DIRECTLY TO THE SUBSCRIPTION AGENT OR IT WILL BE INVALID.

This ballot (the “**Ballot**”) is being submitted to you by Momentive Performance Materials Inc. and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).²

The Bankruptcy Court has approved the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*,

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.

² Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Kurtzman Carson Consultants LLC, the Debtors’ solicitation agent (the “**Solicitation Agent**”) in these cases, at <http://kccllc.net/mpm>. A copy of the Disclosure Statement is also available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court’s website, www.nysb.uscourts.gov (a PACER account is required); (c) upon written request to the Solicitation Agent; or (d) by contacting the Solicitation Agent via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 5 – 1.5 Lien Note Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.

To have your vote counted, it must be received by the broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee that sent you this Ballot (as applicable, the “Nominee**”) so that it is actually received by the Solicitation Agent not later than 4:00 p.m. (prevailing Eastern Time) on July 28, 2014 (the “**Voting Deadline**”). IF YOU RECEIVE A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount.

For purposes of voting to accept or reject the Plan, as of 5:00 p.m. (prevailing Eastern time) on June 19, 2014 (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 5 1.5 Lien Note Claim in the aggregate principal amount set forth below. (If you do not know the principal amount of your Class 5 1.5 Lien Note Claim, please contact your nominee immediately).

\$ _____

Item 2. Vote on Plan.

CHECK ONE BOX ONLY

- ACCEPTS (votes FOR) the Plan.**
- REJECTS (votes AGAINST) the Plan.**

Item 3. Opt-Out Election (OPTIONAL — for holders of Class 5 1.5 Lien Note Claims that vote to REJECT the Plan only).

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.5 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.5 OF THE PLAN.**

- The undersigned elects not to grant (OPTS OUT OF) the releases set forth in Section 12.5 of the Plan.**

IMPORTANT INFORMATION REGARDING THE RELEASE

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any

Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.³

Specifically, the releases in Section 12.5 of the Plan (the “Releases”) bind (a) each Released Party, (b) each holder of a Claim or Interest (including holders of Class 5 1.5 Lien Note Claims) entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot, and (c) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subject to the Effective Date, all holders of Claims and Interests (including holders of Class 5 1.5 Lien Note Claims), except for holders of Claims or Interests who “opt out” of the Releases in a timely submitted Ballot as set forth above. If you are a holder of a Class 5 1.5 Lien Note Claim and you (i) vote to accept the Plan, (ii) abstain from voting, or (iii) vote to reject the Plan but do not “opt out” of the Releases in Item 3 above, you will be deemed to grant the Releases. The Releases provide for, among other things, the following:

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Interest entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot; and (iii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under the Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the Plan) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured,

³ As used herein and in the Plan, the term “Released Parties” means, collectively, and each solely in its capacity as such: (a) the Debtors and their respective non-Debtor subsidiaries; (b) the DIP Agent; (c) the DIP Lenders; (d) each of the Backstop Parties; (e) the Ad Hoc Committee of Second Lien Noteholders and each current and former member thereof, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 shall be supplemented with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (f) each current and former Backstop Party, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 to the Plan shall be supplemented in the Plan Supplement with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (g) Apollo; (h) MSC; (i) Momentive Performance Materials Holdings LLC; (j) the New ABL Facility Arrangers, the New ABL Agent and the New ABL Lenders; (k) the New First Lien Term Loan Facility Arrangers, the New First Lien Agent and the New First Lien Lenders; (l) the Second Lien Indenture Trustee; (m) the Creditors’ Committee Parties; and (n) each of the foregoing parties’ current officers, affiliates, partners, directors, employees, agents, members, advisors and professionals (including any attorneys, consultants, financial advisors, investment bankers and other professionals retained by such Persons and, for the avoidance of doubt, the Ad Hoc Committee of Second Lien Noteholders Advisors), together with their respective successors and assigns; provided, however, that such attorneys and professional advisors shall only include those that provided services related to the Reorganization Cases and the transactions contemplated by the Plan; provided, further, that no Person shall be a Released Party if it objects to and/or opts out of the releases provided for in Article XII of the Plan.

known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are *based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, or the Plan or the Disclosure Statement.*

Item 4. Other Ballots.

By returning this Ballot, Claimant certifies that Claimant has not submitted any other ballots for or on account of his/her Class 5 1.5 Lien Note Claims held in other accounts or other record names, except for ballots for or on account of those Class 5 1.5 Lien Note Claims identified in the following table (which you may use additional paper to supplement as necessary).

Other Ballots Cast in Respect of Class 5 1.5 Lien Note Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP or ISIN Number	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Applicable 1.5 Lien Notes for Which Ballot has been Submitted

Item 5. Certification.

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 5 1.5 Lien Note Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: _____

Signature: _____

Name (if different from Claimant): _____

Title (if corporation or partnership) _____

Address: _____

Dated: _____

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT TO YOUR NOMINEE IN THE ENVELOPE PROVIDED OR FOLLOW THE VOTE DELIVERY INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
 - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box;
 - (ii) Review the certification in Item 4 of the Ballot and provide the requested information, if applicable, concerning all other Class 5 1.5 Lien Note Claims for which you have submitted ballots in addition to this Ballot; and
 - (iii) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your original signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. If your Class 5 1.5 Lien Note Claim is held by a partnership, your Ballot must be executed in the name of the partnership by a general partner. If your Class 5 1.5 Lien Note Claim is held by a corporation, your Ballot must be executed by an officer. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. If you voted to reject the Plan, review the optional opt-out election disclosure in Item 3 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 3.
3. **To have your vote counted, you must complete, sign and return this Ballot to your Nominee prior to the Voting Deadline.** IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.
4. A properly completed, executed and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.

5. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 5 1.5 Lien Note Claims.**
6. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. If you hold your Class 5 1.5 Lien Note Claims through more than one Nominee, you must execute a separate ballot for each block of securities; provided, however, that you must vote all of your Class 5 1.5 Lien Note Claims in the same manner (i.e., to either accept or reject the Plan). Accordingly, a ballot (or multiple ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
7. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last valid ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
8. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
9. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
10. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
11. This Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.
12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.

13. PLEASE RETURN YOUR BALLOT TO YOUR NOMINEE PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT YOUR NOMINEE, OR KCC AT (888) 249-2792 OR FOR INTERNATIONAL CALLS AT (310) 751-2607.

EXHIBIT B-5

Master Ballot for Class 6 (Second Lien Note Claims)

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)
-----X

**MASTER BALLOT FOR CLASS 6 SECOND LIEN NOTE
CLAIMS FOR ACCEPTING OR REJECTING THE
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE
PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Momentive Performance Materials Inc.’s \$1.161 billion 9% Second-Priority Springing Lien Notes due 2021 and €133 million 9.5% Second-Priority Springing Lien Notes due 2021.

THE VOTING DEADLINE BY WHICH YOUR MASTER BALLOT MUST BE RECEIVED BY THE SOLICITATION AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014 (THE “VOTING DEADLINE”) OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.

This master ballot (the “**Master Ballot**”) is to be used by you, as a broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee (each of the foregoing, a “**Nominee**”), for summarizing the votes cast by beneficial holders of Class 6 Second Lien Note Claims to accept or reject the *Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”),² filed by the above-captioned debtors and debtors in possession (the “**Debtors**”). The Plan is described in the accompanying *Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or

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.

² Capitalized terms used in this Master Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

supplemented from time to time, the “**Disclosure Statement**”), which was approved by the Bankruptcy Court on [_____] , 2014. Beneficial holders of Second Lien Note Claims voting through a Nominee must submit individual ballots (each, a “**Beneficial Ballot**”) casting a vote to accept or reject the Plan to the appropriate Nominee so that the Nominee may process such votes on this Master Ballot and return this Master Ballot so that it is received by Kurtzman Carson Consultants LLC (the “**Solicitation Agent**”) on or before **4:00 p.m. (prevailing Eastern Time) on July 28, 2014**. Before you transmit votes cast by beneficial holders to accept or reject the Plan, please review the Disclosure Statement and the instructions contained herein carefully.

It is important that you and the beneficial holders vote on the Plan. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you and the beneficial holders voting through you if it is accepted by the holders of at least two-thirds in amount and more than half in number of Claims actually voting in each Class of voting Claims. The votes of the Claims actually voted in each Class will bind those who do not vote. In the event that the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired Class of Claims has accepted the Plan and the Bankruptcy Court finds that the Plan accords fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes of Claims rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY, COMPLETE, SIGN AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED AND TIMELY RECEIVED BY THE SOLICITATION AGENT, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

Item 1. Certification of Authority to Vote.

The undersigned certifies that the undersigned (please check all applicable boxes):

- is a Nominee for the beneficial holder(s) of the aggregate principal amount of the Second Lien Note Claims listed in Item 2 below, and is the registered holder or agent of the instruments evidencing such claims;
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder or agent of the aggregate principal amount of Second Lien Note Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder of or agent for the aggregate principal amount of Second Lien Note Claims listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial holder(s) of the Second Lien Note Claims described in Item 2 below.

Item 2. Class 6 (Second Lien Note Claims) Vote.

The undersigned certifies that below is a table setting forth: (i) the beneficial holders of Second Lien Note Claims who timely submitted a completed Beneficial Ballot to the undersigned; (ii) the aggregate unpaid principal amount of each such holder’s Second Lien Note Claim identified in such ballot; (iii) whether each such holder voted to accept or reject the Plan on account of its Second Lien Note Claim; and (iv) whether each such holder elected to opt out of the releases set forth in Section 12.5 of the Plan (Item 3 on each such holder’s Beneficial Ballot):

Your Customer Account Number for Each Beneficial Holder	Principal Amount of Second Lien Note Claims Voted in Item 2 of the Beneficial Ballot			Item 3 of Beneficial Ballot (Optional)
	To Accept the Plan		To Reject the Plan	Did Beneficial Holder Opt Out of Releases in Section 12.5 of Plan?
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
TOTALS:				

(please attach additional sheets if necessary)

The undersigned certifies that the information provided above (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of Class 6 Second Lien Note Claims, as identified by their respective account numbers, that have delivered duly completed individual Beneficial Ballots to the undersigned which ballots cast votes to accept or reject the Plan.

Item 3. Additional Ballots Submitted by Beneficial Holders.

The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 4 of each individual Beneficial Ballot received from a beneficial holder of a Class 6 Second Lien Note Claim.

Information to be Transcribed from Item 4 of Individual Class 6 Ballots Regarding Other Ballots Cast in Respect of Second Lien Note Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Name or Customer Account Number for Other Account	CUSIP or ISIN Number	Name of Broker, Dealer, or Other Agent or Nominee for Other Account (if applicable)	Principal Amount

(please attach additional sheets if necessary)

Item 4. Certification.

By signing this Master Ballot, the undersigned certifies that each beneficial holder whose vote is being transmitted by this Master Ballot has been provided with a copy of the Disclosure Statement, the Plan, and all other applicable solicitation materials, and that the Beneficial Ballots received from each beneficial holder of a Class 6 Second Lien Note Claim or a copy thereof is and will remain on file with the undersigned subject to inspection for a period of one (1) year following the Voting Deadline.

SIGNED: _____

NAME OF NOMINEE: _____

PARTICIPANT NUMBER: _____

TITLE: _____

IF AUTHORIZED BY AGENT,
NAME AND TITLE: _____

NAME OF INSTITUTION: _____

STREET ADDRESS _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

DATED: _____

EMAIL: _____

THIS MASTER BALLOT MUST BE RECEIVED BY KCC AT THE FOLLOWING ADDRESS ON OR BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED:

MOMENTIVE PERFORMANCE MATERIALS BALLOT PROCESSING CENTER

C/O KCC

1290 AVENUE OF THE AMERICAS, 9TH FLOOR

NEW YORK, NY 10104

TEL # (917) 281-4800 (For US and International calls)

PLEASE NOTE: MASTER BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE, EMAIL OR OTHER ELECTRONIC TRANSMISSION, UNLESS APPROVED BY THE DEBTORS IN WRITING.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS MASTER BALLOT, BENEFICIAL BALLOTS, THE DISCLOSURE STATEMENT OR OTHER RELATED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT (917) 281-4800.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

On [____ _], 2014, the Bankruptcy Court approved the Disclosure Statement relating to the Plan, and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan. The Debtors are soliciting votes of your customers or constituents who are beneficial holders of Second Lien Note Claims on the Plan. This Master Ballot is to identify the vote of your customers or constituents who hold Second Lien Note Claims under the Plan.

To have the vote of your customers count, you should deliver the Disclosure Statement, Plan and a Beneficial Ballot to each beneficial holder of a Class 6 Second Lien Note Claim for whom you are a Nominee, and you must **COMPLETE, SIGN AND RETURN THIS MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY KCC ON OR BEFORE THE VOTING DEADLINE, I.E., 4:00 P.M. (PREVAILING EASTERN TIME) ON JULY 28, 2014.** Master Ballots should be returned to the following address:

Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104

YOU ARE REQUIRED TO RETAIN A COPY OF THE UNDERLYING BENEFICIAL BALLOTS RECEIVED FROM THE BENEFICIAL HOLDERS FOR INSPECTION FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE VOTING DEADLINE.

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. Neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates surrendered together with this Master Ballot.

If you are transmitting the votes of any beneficial holders of Second Lien Note Claims other than yourself, you must deliver a Beneficial Ballot, the Disclosure Statement and Plan (which may be provided on CD-ROM included in the materials sent to you by the Debtors), the order approving the Disclosure Statement, the Confirmation Hearing Notice and any other materials requested to be forwarded to the beneficial holders of Second Lien Note Claims within five (5) business days after your receipt of the aforementioned items. Such beneficial holders must complete and execute a Beneficial Ballot by voting to accept or reject the Plan, and return the completed, executed Beneficial Ballot to you so that you have sufficient time to process such votes on this Master Ballot and return this Master Ballot so that it is actually received by the Solicitation Agent on or prior to **4:00 p.m. (prevailing Eastern Time) on July 28, 2014.**

With respect to all Beneficial Ballots returned to you, you must properly complete the Master Ballot as follows:

- (i) Check the appropriate box(es) in Item 1 of the Master Ballot.
- (ii) Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the Second Lien Note Claims. **IMPORTANT: EACH HOLDER OF A SECOND**

LIEN NOTE CLAIM MUST VOTE ALL OF SUCH HOLDER'S CLAIMS IN CLASS 6 EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL HOLDER'S BENEFICIAL BALLOT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WITH RESPECT TO ITS SECOND LIEN NOTE CLAIM(S), SUCH VOTE SHOULD NOT BE COUNTED. HOLDERS OF CLAIMS MAY NOT SPLIT THEIR VOTES WITH RESPECT TO THEIR CLAIMS. IF ANY BENEFICIAL HOLDER OF A SECOND LIEN NOTE CLAIM HAS ATTEMPTED TO SPLIT ITS VOTE BY SUBMITTING A BENEFICIAL BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, AND ALLOCATES PORTIONS OF ITS CLAIM IN SUCH MANNER, SUCH VOTE SHOULD NOT BE COUNTED. Beneficial holders that submit multiple Beneficial Ballots in respect of the same Second Lien Note Claim shall be deemed to have voted in the manner of the last valid Beneficial Ballot received.

- (iii) Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial holder from Item 4 of each completed Class 6 Beneficial Ballot. Please also include your customer account number for each entry in Item 3 of this Master Ballot.
- (iv) Independently verify and confirm the accuracy of the information provided with respect to each beneficial holder of a Second Lien Note Claim identified in your Master Ballot.
- (v) Review the certifications in Item 4 of the Master Ballot.
- (vi) Sign and date the Master Ballot, and provide the additional information requested.
- (vii) If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding.
- (viii) Return the completed and originally executed Master Ballot to the Solicitation Agent at the address set forth above so as to be actually received by the Solicitation Agent on or before the Voting Deadline. You must retain a copy of all returned Beneficial Ballots in your files for one (1) year from the Voting Deadline.
- (ix) Votes cast by beneficial holders of Second Lien Note Claims through a Nominee should be applied against the positions held by such entities in the applicable security as of 5:00 p.m. (prevailing Eastern Time) on June 19, 2014 (the "**Voting Record Date**"), as evidenced by the record and

depository listings. Votes submitted by a Nominee, pursuant to a Master Ballot or a pre-validated Beneficial Ballot, will not be counted in excess of the record amount of such securities held by such Nominee as of the Voting Record Date.

- (x) To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee.
- (xi) To the extent that overvotes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Nominee’s position in the Second Lien Note.
- (xii) Where a beneficial holder holds its Second Lien Note through more than one Nominee, such holder must execute a separate Beneficial Ballot for each block of securities. However, such holder must vote all of its Second Lien Note Claims in the same manner, to either accept or reject the Plan. Accordingly, if such holder returns more than one Beneficial Ballot to more than one Nominee voting different Second Lien Note Claims and the Beneficial Ballots are not voted in the same manner, as reflected on such separate Master Ballots, such votes will not be counted (which determination will be made based on information reasonably known to the Solicitation Agent).
- (xiii) For the purposes of tabulating votes, each beneficial holder will be deemed to have voted the principal amount relating to such security, although the Solicitation Agent may adjust such principal amount to reflect the Claim amount, including prepetition interest.
- (xiv) After the Voting Deadline, no vote may be withdrawn without the prior consent of the Debtors.

PLEASE NOTE:

All Master Ballots and Beneficial Ballots are for voting purposes only and do not constitute, and shall not be deemed, a proof of claim, an assertion of a Claim or an admission by the Debtors of the validity of a Claim.

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Ballots and other enclosed materials to the beneficial holders of the Second Lien Note Claims held by you as a Nominee or in a fiduciary capacity.

If you have any questions relating to this Master Ballot, please contact the Solicitation Agent at (917) 281-4800.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

EXHIBIT B-6

Individual Ballot for Class 6 (Second Lien Note Claims)

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)
 -----X

**BENEFICIAL BALLOT FOR CLASS 6 (SECOND LIEN
NOTE CLAIMS) FOR ACCEPTING OR REJECTING THE
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE
PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS**

TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING EASTERN TIME). PLEASE FOLLOW THE VOTE DELIVERY INSTRUCTIONS PROVIDED BY YOUR NOMINEE, OR IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE. DO NOT RETURN THIS BENEFICIAL BALLOT DIRECTLY TO THE SUBSCRIPTION AGENT OR IT WILL BE INVALID.

This ballot (the “**Ballot**”) is being submitted to you by Momentive Performance Materials Inc. and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).²

The Bankruptcy Court has approved the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors*,

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.

² Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Kurtzman Carson Consultants, the Debtors’ solicitation agent (the “**Solicitation Agent**”) in these cases, at <http://kccllc.net/mpm>. A copy of the Disclosure Statement is also available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court’s website, www.nysb.uscourts.gov (a PACER account is required); (c) upon written request to the Solicitation Agent at Momentive Performance Materials Ballot Processing Center, c/o Kurtzman Carson Consultants LLC; or (d) by contacting the Solicitation Agent via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 6 – Second Lien Note Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.

To have your vote counted, it must be received by the broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee that sent you this Ballot (as applicable, the “Nominee**”) so that it is actually received by the Solicitation Agent not later than 4:00 p.m. (prevailing Eastern Time) on July 28, 2014 (the “**Voting Deadline**”). IF YOU RECEIVE A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount.

For purposes of voting to accept or reject the Plan, as of 5:00 p.m. (prevailing Eastern time) on June 19, 2014 (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 6 Second Lien Note Claim in the aggregate principal amount set forth below. (If you do not know the principal amount of your Class 6 Second Lien Note Claim, please contact your nominee immediately).

\$ _____

Item 2. Vote on Plan.

CHECK ONE BOX ONLY

- ACCEPTS (votes FOR) the Plan.**
- REJECTS (votes AGAINST) the Plan.**

Item 3. Opt-Out Election (OPTIONAL — for holders of Class 6 Second Lien Note Claims that vote to REJECT the Plan only).

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.5 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.5 OF THE PLAN.**

- The undersigned elects not to grant (OPTS OUT OF) the releases set forth in Section 12.5 of the Plan.**

IMPORTANT INFORMATION REGARDING THE RELEASE

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any

Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.³

Specifically, the releases in Section 12.5 of the Plan (the “Releases”) bind (a) each Released Party, (b) each holder of a Claim or Interest (including holders of Class 6 Second Lien Note Claims) entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot, and (c) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subject to the Effective Date, all holders of Claims and Interests (including holders of Class 6 Second Lien Note Claims), except for holders of Claims or Interests who “opt out” of the Releases in a timely submitted Ballot as set forth above. If you are a holder of a Class 6 Second Lien Note Claim and you (i) vote to accept the Plan, (ii) abstain from voting, or (iii) vote to reject the Plan but do not “opt out” of the Releases in Item 3 above, you will be deemed to grant the Releases. The Releases provide for, among other things, the following:

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Interest entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot; and (iii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under the Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the Plan) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured,

³ As used herein and in the Plan, the term “Released Parties” means, collectively, and each solely in its capacity as such: (a) the Debtors and their respective non-Debtor subsidiaries; (b) the DIP Agent; (c) the DIP Lenders; (d) each of the Backstop Parties; (e) the Ad Hoc Committee of Second Lien Noteholders and each current and former member thereof, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 shall be supplemented with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (f) each current and former Backstop Party, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 to the Plan shall be supplemented in the Plan Supplement with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (g) Apollo; (h) MSC; (i) Momentive Performance Materials Holdings LLC; (j) the New ABL Facility Arrangers, the New ABL Agent and the New ABL Lenders; (k) the New First Lien Term Loan Facility Arrangers, the New First Lien Agent and the New First Lien Lenders; (l) the Second Lien Indenture Trustee; (m) the Creditors’ Committee Parties; and (n) each of the foregoing parties’ current officers, affiliates, partners, directors, employees, agents, members, advisors and professionals (including any attorneys, consultants, financial advisors, investment bankers and other professionals retained by such Persons and, for the avoidance of doubt, the Ad Hoc Committee of Second Lien Noteholders Advisors), together with their respective successors and assigns; provided, however, that such attorneys and professional advisors shall only include those that provided services related to the Reorganization Cases and the transactions contemplated by the Plan; provided, further, that no Person shall be a Released Party if it objects to and/or opts out of the releases provided for in Article XII of the Plan.

known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are *based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, or the Plan or the Disclosure Statement.*

Item 4. Other Ballots.

By returning this Ballot, Claimant certifies that Claimant has not submitted any other ballots for or on account of his/her Class 6 Second Lien Note Claims held in other accounts or other record names, except for ballots for or on account of those Class 6 Second Lien Note Claims identified in the following table (which you may use additional paper to supplement as necessary).

Other Ballots Cast in Respect of Class 6 Second Lien Note Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP or ISIN Number	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Applicable Second Lien Notes for Which Ballot has been Submitted

Item 5. Certification.

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 6 Second Lien Note Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: _____

Signature: _____

Name (if different from Claimant): _____

Title (if corporation or partnership) _____

Address: _____

Dated: _____

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT TO YOUR NOMINEE IN THE ENVELOPE PROVIDED OR FOLLOW THE VOTE DELIVERY INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
 - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box;
 - (ii) Review the certification in Item 4 of the Ballot and provide the requested information, if applicable, concerning all other Class 6 Second Lien Note Claims for which you have submitted ballots in addition to this Ballot; and
 - (iii) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your original signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. If your Class 6 Second Lien Note Claim is held by a partnership, your Ballot must be executed in the name of the partnership by a general partner. If your Class 6 Second Lien Note Claim is held by a corporation, your Ballot must be executed by an officer. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. If you voted to reject the Plan, review the optional opt-out election disclosure in Item 3 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 3.
3. **To have your vote counted, you must complete, sign and return this Ballot to your Nominee prior to the Voting Deadline.** IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.
4. A properly completed, executed and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.

5. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 6 Second Lien Note Claims.**
6. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. If you hold your Class 6 Second Lien Note Claims through more than one Nominee, you must execute a separate ballot for each block of securities; provided, however, that you must vote all of your Class 6 Second Lien Note Claims in the same manner (i.e., to either accept or reject the Plan). Accordingly, a ballot (or multiple ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
7. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last valid ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
8. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
9. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
10. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
11. This Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.
12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.

13. PLEASE RETURN YOUR BALLOT TO YOUR NOMINEE PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT YOUR NOMINEE, OR KCC AT (888) 249-2792 OR FOR INTERNATIONAL CALLS AT (310) 751-2607.

EXHIBIT B-7

**Individual Ballot for Class 6 (Second Lien Note Claims) for
Apollo Global Management, LLC and Certain of Its Affiliated Funds**

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)
-----X

**BALLOT FOR CLASS 6 (SECOND LIEN NOTE CLAIMS)
FOR ACCEPTING OR REJECTING THE JOINT
CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE
PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS**

**TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY KURTZMAN
CARSON CONSULTANTS LLC BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING
EASTERN TIME).**

This ballot (the “**Ballot**”) is being submitted to you by Momentive Performance Materials Inc. and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).²

The Bankruptcy Court has approved the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

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.

² Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Kurtzman Carson Consultants LLC, the Debtors' solicitation agent (the "**Solicitation Agent**") in these cases, at <http://kccllc.net/mpm>. A copy of the Disclosure Statement is also available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court's website, www.nysb.uscourts.gov (a PACER account is required); (c) upon written request to the Solicitation Agent at Momentive Performance Materials Ballot Processing Center, c/o KCC, 1290 Avenue of the Americas, 9th Floor, New York, NY 10104; or (d) by contacting the Solicitation Agent via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 6 – Second Lien Note Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.

If your Ballot is not actually received by the Solicitation Agent on or before July 28, 2014, at 4:00 p.m. (prevailing Eastern Time), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

You may return your Ballot in the return envelope provided in your package or send it to:

**Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor, New York, NY 10104**

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount.

For purposes of voting to accept or reject the Plan, as of 5:00 p.m. (prevailing Eastern time) on June 19, 2014 (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 6 Second Lien Note Claim in the aggregate amount set forth below.

\$ _____

Item 2. Vote on Plan.

CHECK ONE BOX ONLY

- ACCEPTS (votes FOR) the Plan.**
- REJECTS (votes AGAINST) the Plan.**

Item 3. Tax Information.

Under penalty of perjury, Claimant certifies that:

A. Claimant's correct taxpayer identification number is:

(Social Security Number) ____-__-____,

(or Employer Identification Number) ____-____; and

B. Claimant is not subject to backup withholding because (please check appropriate box):

- (i) Claimant is exempt from backup withholding;
- (ii) Claimant has not been notified by the Internal Revenue Service ("**IRS**") that Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (iii) The IRS has notified Claimant that Claimant is no longer subject to backup withholding.

Item 4. Opt-Out Election (for holders of Class 6 Second Lien Note Claims that vote to REJECT the Plan only).

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.5 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, EXCEPT AS OTHERWISE SET FORTH HEREIN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE**

DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.5 OF THE PLAN.

- The undersigned elects not to grant (OPTS OUT OF) the releases set forth in Section 12.5 of the Plan.**

IMPORTANT INFORMATION REGARDING THE RELEASES

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.³

Specifically, the releases in Section 12.5 of the Plan (the “Releases”) bind (a) each Released Party, (b) each holder of a Claim or Interest (including holders of Class 6 Second Lien Note Claims) entitled to vote on this Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot, and (c) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subject to the Effective Date, all holders of Claims and Interests (including holders of Class 6 Second Lien Note Claims), except for holders of Claims or Interests who “opt out” of the Releases in a timely submitted Ballot as set forth above. If you are a holder of a Class 6 Second Lien Note Claim and you (i) vote to accept the Plan, (ii) abstain from voting, or (iii)

³ As used herein and in the Plan, the term “Released Parties” means, collectively, and each solely in its capacity as such: (a) the Debtors and their respective non-Debtor subsidiaries; (b) the DIP Agent; (c) the DIP Lenders; (d) each of the Backstop Parties; (e) the Ad Hoc Committee of Second Lien Noteholders and each current and former member thereof, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 shall be supplemented with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (f) each current and former Backstop Party, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 to the Plan shall be supplemented in the Plan Supplement with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (g) Apollo; (h) MSC; (i) Momentive Performance Materials Holdings LLC; (j) the New ABL Facility Arrangers, the New ABL Agent and the New ABL Lenders; (k) the New First Lien Term Loan Facility Arrangers, the New First Lien Agent and the New First Lien Lenders; (l) the Second Lien Indenture Trustee; (m) the Creditors’ Committee Parties; and (n) each of the foregoing parties’ current officers, affiliates, partners, directors, employees, agents, members, advisors and professionals (including any attorneys, consultants, financial advisors, investment bankers and other professionals retained by such Persons and, for the avoidance of doubt, the Ad Hoc Committee of Second Lien Noteholders Advisors), together with their respective successors and assigns; provided, however, that such attorneys and professional advisors shall only include those that provided services related to the Reorganization Cases and the transactions contemplated by the Plan; provided, further, that no Person shall be a Released Party if it objects to and/or opts out of the releases provided for in Article XII of the Plan.

vote to reject the Plan but do not “opt out” of the Releases in Item 3 above, you will be deemed to grant the Releases. The Releases provide for, among other things, the following:

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Interest entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot; and (iii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under the Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the Plan) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are *based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, or the Plan or the Disclosure Statement.*

Item 5. Certification.

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 6 Second Lien Note Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: _____

Signature: _____

Name (if different from Claimant): _____

Title (if corporation or partnership) _____

Address: _____

Dated: _____

Email: _____

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY OR OVERNIGHT COURIER SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING EASTERN TIME).

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
 - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box; and
 - (ii) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your original signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. To facilitate distributions under the Plan (to the extent that the Plan is confirmed and consummated), please complete Item 3, which requests certain tax information that is necessary to make distributions to holders of Claims.
3. If you voted to reject the Plan, review the opt-out election disclosure in Item 4 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 4.
4. **To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent not later than 4:00 p.m. (prevailing Eastern Time) on July 28, 2014. AN ENVELOPE ADDRESSED TO THE SOLICITATION AGENT IS ENCLOSED FOR YOUR CONVENIENCE.**
5. Return the completed Ballot to the Solicitation Agent in the preaddressed, postage prepaid envelope enclosed with this Ballot or return it to:

Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104

6. DO NOT SUBMIT YOUR BALLOT BY FAX, EMAIL OR ELECTRONIC TRANSMISSION. A ballot submitted by facsimile, email or electronic transmission will not be counted, unless approved by the Debtors in writing.
7. A properly completed, executed and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.

8. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 6 Second Lien Note Claims.**
9. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, a Ballot (or multiple Ballots with respect to multiple Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
10. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last valid ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
11. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
12. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
13. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
14. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.
15. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY TELEPHONE AT (888) 249-2792 OR FOR INTERNATIONAL CALLS AT (310) 751-2607.

EXHIBIT B-8

Ballot for Class 9 (Holdings PIK Note Claims)

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)
 -----X

**BALLOT FOR CLASS 9 (HOLDINGS PIK NOTE CLAIMS)
FOR ACCEPTING OR REJECTING THE JOINT
CHAPTER 11 PLAN OF REORGANIZATION FOR MOMENTIVE
PERFORMANCE MATERIALS INC. AND ITS AFFILIATED DEBTORS**

**TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY KURTZMAN
CARSON CONSULTANTS LLC BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING
EASTERN TIME).**

This ballot (the “**Ballot**”) is being submitted to you by Momentive Performance Materials Inc. and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).²

The Bankruptcy Court has approved the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Its Affiliated Debtors*, dated June 20, 2014 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

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.

² Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Kurtzman Carson Consultants LLC, the Debtors' solicitation agent (the "**Solicitation Agent**") in these cases, at <http://kccllc.net/mpm>. A copy of the Disclosure Statement is also available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court's website, www.nysb.uscourts.gov (a PACER account is required); (c) upon written request to the Solicitation Agent at Momentive Performance Materials Ballot Processing Center, c/o KCC, 1290 Avenue of the Americas, 9th Floor, New York, NY 10104; or (d) by contacting the Solicitation Agent via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 9 – Holdings PIK Note Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.

If your Ballot is not actually received by the Solicitation Agent on or before July 28, 2014, at 4:00 p.m. (prevailing Eastern Time), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

You may return your Ballot in the return envelope provided in your package or send it to:

**Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104**

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount.

For purposes of voting to accept or reject the Plan, as of 5:00 p.m. (prevailing Eastern time) on June 19, 2014 (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 9 Holdings PIK Note Claim in the aggregate amount set forth below.

\$ _____

Item 2. Vote on Plan.

CHECK ONE BOX ONLY

- ACCEPTS (votes FOR) the Plan.**
- REJECTS (votes AGAINST) the Plan.**

Item 3. Tax Information.

Under penalty of perjury, Claimant certifies that:

A. Claimant's correct taxpayer identification number is:

(Social Security Number) ____-__-____,

(or Employer Identification Number) ____-____; and

B. Claimant is not subject to backup withholding because (please check appropriate box):

- (i) Claimant is exempt from backup withholding;
- (ii) Claimant has not been notified by the Internal Revenue Service ("**IRS**") that Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (iii) The IRS has notified Claimant that Claimant is no longer subject to backup withholding.

Item 4. Opt-Out Election (for holders of Class 9 Holdings PIK Note Claims that vote to REJECT the Plan only).

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.5 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, EXCEPT AS OTHERWISE SET FORTH HEREIN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE**

DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.5 OF THE PLAN.

- The undersigned elects not to grant (OPTS OUT OF) the releases set forth in Section 12.5 of the Plan.**

IMPORTANT INFORMATION REGARDING THE RELEASES

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.³

Specifically, the releases in Section 12.5 of the Plan (the “Releases”) bind (a) each Released Party, (b) each holder of a Claim or Interest (including holders of Class 9 Holdings PIK Note Claims) entitled to vote on this Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot, and (c) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subject to the Effective Date, all holders of Claims and Interests (including holders of Class 9 Holdings PIK Note Claims), except for holders of Claims or Interests who “opt out” of the Releases in a timely submitted Ballot as set forth above. If you are a holder of a Class 9 Holdings PIK Note Claim and you (i) vote to accept the Plan, (ii) abstain from voting, or

³ As used herein and in the Plan, the term “Released Parties” means, collectively, and each solely in its capacity as such: (a) the Debtors and their respective non-Debtor subsidiaries; (b) the DIP Agent; (c) the DIP Lenders; (d) each of the Backstop Parties; (e) the Ad Hoc Committee of Second Lien Noteholders and each current and former member thereof, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 shall be supplemented with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (f) each current and former Backstop Party, including without limitation those entities listed on Schedule 1 to the Plan, which Schedule 1 to the Plan shall be supplemented in the Plan Supplement with additional entities, if any, in the Plan Supplement or otherwise prior to the Effective Date; (g) Apollo; (h) MSC; (i) Momentive Performance Materials Holdings LLC; (j) the New ABL Facility Arrangers, the New ABL Agent and the New ABL Lenders; (k) the New First Lien Term Loan Facility Arrangers, the New First Lien Agent and the New First Lien Lenders; (l) the Second Lien Indenture Trustee; (m) the Creditors’ Committee Parties; and (n) each of the foregoing parties’ current officers, affiliates, partners, directors, employees, agents, members, advisors and professionals (including any attorneys, consultants, financial advisors, investment bankers and other professionals retained by such Persons and, for the avoidance of doubt, the Ad Hoc Committee of Second Lien Noteholders Advisors), together with their respective successors and assigns; provided, however, that such attorneys and professional advisors shall only include those that provided services related to the Reorganization Cases and the transactions contemplated by the Plan; provided, further, that no Person shall be a Released Party if it objects to and/or opts out of the releases provided for in Article XII of the Plan.

(iii) vote to reject the Plan but do not “opt out” of the Releases in Item 3 above, you will be deemed to grant the Releases. The Releases provide for, among other things, the following:

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Interest entitled to vote on the Plan that did not “opt out” of the releases provided in Section 12.5 of the Plan in a timely submitted Ballot; and (iii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under the Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the Plan) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are *based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, or the Plan or the Disclosure Statement.*

Item 5. Certification.

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 9 Holdings PIK Note Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: _____

Signature: _____

Name (if different from Claimant): _____

Title (if corporation or partnership) _____

Address: _____

Dated: _____

Email: _____

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY OR OVERNIGHT COURIER SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BY JULY 28, 2014, AT 4:00 P.M. (PREVAILING EASTERN TIME).

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
 - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box; and
 - (ii) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your original signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. To facilitate distributions under the Plan (to the extent that the Plan is confirmed and consummated), please complete Item 3, which requests certain tax information that is necessary to make distributions to holders of Claims.
3. If you voted to reject the Plan, review the opt-out election disclosure in Item 4 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 4.
4. **To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent not later than 4:00 p.m. (prevailing Eastern Time) on July 28, 2014. AN ENVELOPE ADDRESSED TO THE SOLICITATION AGENT IS ENCLOSED FOR YOUR CONVENIENCE.**
5. Return the completed Ballot to the Solicitation Agent in the preaddressed, postage prepaid envelope enclosed with this Ballot or return it to:

Momentive Performance Materials Ballot Processing Center
c/o KCC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104

6. DO NOT SUBMIT YOUR BALLOT BY FAX, EMAIL OR ELECTRONIC TRANSMISSION. A ballot submitted by facsimile, email or electronic transmission will not be counted, unless approved by the Debtors in writing.
7. A properly completed, executed and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.
8. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set

of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 9 Holdings PIK Note Claims.**

9. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, a Ballot (or multiple Ballots with respect to multiple Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
10. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last valid ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
11. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
12. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
13. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
14. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.
15. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY TELEPHONE AT (888) 249-2792 OR FOR INTERNATIONAL CALLS AT (310) 751-2607.

EXHIBIT C-1

Non-Voting Creditor Notice (Unimpaired Creditors)

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)
 -----X

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND
(III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

TO: ALL UNIMPAIRED CREDITORS OF THE DEBTORS: HOLDERS OF CLASS 1 (PRIORITY NON-TAX CLAIMS), CLASS 2 (OTHER SECURED CLAIMS), CLASS 3 (CASH FLOW FACILITY CLAIMS) AND CLASS 7 (GENERAL UNSECURED CLAIMS)

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated [____ _], 2014, the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") approved the Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Disclosure Statement**") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code (the "**Bankruptcy Code**").

CONFIRMATION HEARING

2. Commencing on **August 14, 2014 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, in Courtroom 118 at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 to consider confirmation of the Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including

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.

all exhibits thereto and as amended, modified or supplemented from time to time, the “**Plan**”).² The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

ENTITLEMENT TO VOTE ON THE PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of claims against the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) that are impaired by the Plan are entitled to vote on the Plan; however, holders of interests that will receive no distribution under the Plan are deemed to have rejected the Plan and will not be entitled to vote. In addition, holders of claims that are unimpaired by the Plan are deemed to have accepted the Plan and are not entitled to vote on the Plan.

4. 5:00 p.m. (prevailing Eastern time) on June 19, 2014 has been established by the Bankruptcy Court as the record date for determining the creditors and interest holders entitled to receive solicitation or notice materials.

5. You are receiving this Notice because you have been identified as holding a claim that is unimpaired. Therefore, you are deemed to accept the Plan and are not entitled to vote on the Plan.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the Clerk of the Bankruptcy Court at 300 Quarropas Street, White Plains, New York 10601, or electronically using the Bankruptcy Court’s Case Management/Electronic Case File (“**CM/ECF**”) System at <https://ecf.nysb.uscourts.gov> (a CM/ECF password will be required),³ (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **July 28, 2014 at 4:00 p.m. (prevailing Eastern Time)**, upon: (i) Momentive Performance Materials Inc., 260 Hudson River Road, Waterford, NY 12188 (Attn.: Douglas A. Johns, Esq.); (ii) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Matthew A. Feldman, Esq. and Jennifer J. Hardy, Esq.); (iii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Brian S. Matsumoto, Esq. and Richard W. Fox, Esq.); (iv) counsel to the

² All capitalized terms used but not defined herein have the meanings given them in the Plan.

³ A CM/ECF password may be obtained via the Bankruptcy Court’s CM/ECF website at <https://ecf.nysb.uscourts.gov>.

administrative agent under the Debtors' postpetition secured credit agreement, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Steven M. Fuhrman, Esq. and Nicholas Baker, Esq.); (v) counsel to General Electric Capital Corporation, Bingham McCutchen LLP, One Federal Street, Boston, MA 02110 (Attn: Stephen M. Miklus, Esq. and Julia Frost-Davies, Esq.); (vi) counsel to the Ad Hoc Committee of Second Lien Noteholders, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil, Esq.); (vii) counsel to Apollo Global Management, LLC and certain affiliated funds, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Ira S. Dizengoff, Esq. and Philip C. Dublin, Esq.); (viii) counsel to Momentive Performance Materials Holdings LLC, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of Americas, New York, NY 10019 (Attn: Alan W. Kornberg, Esq. and Elizabeth R. McColm, Esq.); and (ix) counsel to the official committee of unsecured creditors, Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Lee R. Bogdanoff, Esq. and Whitman L. Holt, Esq.). Any objections not filed and served as set forth above will be deemed waived.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

7. The Disclosure Statement and the Plan are on file with the Clerk of the Bankruptcy Court, and copies of the same may be obtained by parties in interest free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Kurtzman Carson Consultants LLC (<http://kccllc.net/mpm>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 300 Quarropas Street, White Plains, New York 10601. In addition, copies of the Disclosure Statement may be viewed on the Internet at the Bankruptcy Court's website (<http://www.nysb.uscourts.gov>) by following the directions for accessing the ECF system on such website. Hard copies of the Disclosure Statement will be made available upon request made to the Debtors' Claims Agent, Kurtzman Carson Consultants LLC, in writing at the following address: Momentive Performance Materials Ballot Processing Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, or via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

Dated: New York, New York
[____ _], 2014

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

787 Seventh Avenue
New York, New York 10019
(212) 728-8000

EXHIBIT C-2

Non-Voting Creditor Notice (Non-Voting Impaired Classes)

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)
-----X

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND
(III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

TO: ALL HOLDERS OF CLASS 8 (SENIOR SUBORDINATED NOTE CLAIMS), CLASS 10 (EXISTING SECURITIES LAW CLAIMS) AND CLASS 11 (EXISTING INTERESTS)

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated [____ _], 2014, the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) approved the Disclosure Statement for Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including all exhibits thereto and as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) as containing adequate information within the meaning of section 1125 of title 11 of the United States Code (the “**Bankruptcy Code**”).

CONFIRMATION HEARING

2. Commencing on **August 14, 2014 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, in Courtroom 118 at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 to consider confirmation of the Joint Chapter 11 Plan of Reorganization for Momentive Performance Materials Inc. and Its Affiliated Debtors (including

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.

all exhibits thereto and as amended, modified or supplemented from time to time, the “**Plan**”).² The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

ENTITLEMENT TO VOTE ON THE PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of claims against the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) that are impaired by the Plan are entitled to vote on the Plan; however, holders of interests that will receive no distribution under the Plan are deemed to have rejected the Plan and will not be entitled to vote. In addition, holders of claims that are unimpaired by the Plan are deemed to have accepted the Plan and are not entitled to vote on the Plan.

4. 5:00 p.m. (prevailing Eastern time) on June 19, 2014 has been established by the Bankruptcy Court as the record date for determining the creditors and interest holders entitled to receive solicitation or notice materials.

5. You are receiving this Notice because you have been identified as holding a claim or interest that is not receiving any distribution under the Plan. Therefore, you are deemed to reject the Plan and are not entitled to vote thereon.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the Clerk of the Bankruptcy Court at 300 Quarropas Street, White Plains, New York 10601, or electronically using the Bankruptcy Court’s Case Management/Electronic Case File (“**CM/ECF**”) System at <https://ecf.nysb.uscourts.gov> (a CM/ECF password will be required),³ (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **July 28, 2014 at 4:00 p.m. (prevailing Eastern Time)**, upon: (i) Momentive Performance Materials Inc., 260 Hudson River Road, Waterford, NY 12188 (Attn.: Douglas A. Johns, Esq.); (ii) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Matthew A. Feldman, Esq. and Jennifer J. Hardy, Esq.); (iii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Brian S. Matsumoto, Esq. and Richard W. Fox, Esq.); (iv) counsel to the

² All capitalized terms used but not defined herein have the meanings given them in the Plan.

³ A CM/ECF password may be obtained via the Bankruptcy Court’s CM/ECF website at <https://ecf.nysb.uscourts.gov>.

administrative agent under the Debtors' postpetition secured credit agreement, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Steven M. Fuhrman, Esq. and Nicholas Baker, Esq.); (v) counsel to General Electric Capital Corporation, Bingham McCutchen LLP, One Federal Street, Boston, MA 02110 (Attn: Stephen M. Miklus, Esq. and Julia Frost-Davies, Esq.); (vi) counsel to the Ad Hoc Committee of Second Lien Noteholders, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil, Esq.); (vii) counsel to Apollo Global Management, LLC and certain affiliated funds, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Ira S. Dizengoff, Esq. and Philip C. Dublin, Esq.); (viii) counsel to Momentive Performance Materials Holdings LLC, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of Americas, New York, NY 10019 (Attn: Alan W. Kornberg, Esq. and Elizabeth R. McColm, Esq.); and (ix) counsel to the official committee of unsecured creditors, Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Lee R. Bogdanoff, Esq. and Whitman L. Holt, Esq.). Any objections not filed and served as set forth above will be deemed waived.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

7. The Disclosure Statement and the Plan are on file with the Clerk of the Bankruptcy Court, and copies of the same may be obtained by parties in interest free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Kurtzman Carson Consultants LLC (<http://kccllc.net/mpm>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 300 Quarropas Street, White Plains, New York 10601. In addition, copies of the Disclosure Statement may be viewed on the Internet at the Bankruptcy Court's website (<http://www.nysb.uscourts.gov>) by following the directions for accessing the ECF system on such website. Hard copies of the Disclosure Statement will be made available upon request made to the Debtors' Claims Agent, Kurtzman Carson Consultants LLC, in writing at the following address: Momentive Performance Materials Ballot Processing Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, or via telephone at (888) 249-2792 or for international calls at (310) 751-2607.

Dated: New York, New York
[____ _], 2014

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

787 Seventh Avenue
New York, New York 10019
(212) 728-8000

EXHIBIT D-1

**Section 1145 Rights Offering Procedures, Subscription
Agreement and Beneficial Holder Subscription Form**

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

SECTION 1145 RIGHTS OFFERING PROCEDURES

Each Section 1145 Offered Share is being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the “Securities Act”), in reliance upon the exemption provided in Section 1145 of the Bankruptcy Code.

None of the Section 1145 Subscription Rights distributed in connection with these Section 1145 Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security, and no Section 1145 Subscription Rights may be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the 1145 Subscription Rights, the Allowed Second Lien Note Claims, the Rights Offering Shares, the New Common Stock or the Top HoldCo Common Stock) (each of the above, a “Transfer”).

None of the Section 1145 Offered Shares have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer or sale of a security.

The Section 1145 Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Terms used and not defined herein or in the Section 1145 Subscription Agreement shall have the meaning assigned to them in the Plan (as defined below).

To Section 1145 Eligible Holders and Nominees of Section 1145 Eligible Holders:

On June 20, 2014, the Debtors (as defined below) filed the Joint Chapter 11 Plan of Reorganization of the Debtors with the United States Bankruptcy Court for the Southern District of New York (as such plan of reorganization may be amended or modified from time to time in accordance with its terms, the “Plan”), and the Disclosure Statement with respect to the Plan (as such disclosure statement may be amended from time to time in accordance with its terms, the “Disclosure Statement”). Pursuant to the Plan, each holder of an Allowed Second Lien Note Claim as of the Record Date, has the right to participate in the Section 1145 Rights

Offering in accordance with the terms and conditions of the Section 1145 Subscription Agreement and these Section 1145 Rights Offering Procedures. Only holders of an Allowed Second Lien Note Claim as of the Record Date may participate in the Section 1145 Rights Offering.

Pursuant to the Plan, each Section 1145 Eligible Holder will receive Section 1145 Subscription Rights to subscribe for its Pro Rata Section 1145 Shares, provided that it timely and properly executes and delivers its Section 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, in advance of the Subscription Expiration Deadline. Each Nominee will receive a Master Section 1145 Subscription Form which it shall use to summarize the Section 1145 Subscription Rights, exercised by each Section 1145 Eligible Holder that returns a Section 1145 Beneficial Holder Subscription Form to such Nominee. Please note that all Section 1145 Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master Section 1145 Subscription Form and copies of all Section 1145 Beneficial Holder Subscription Forms (with accompanying IRS Forms) and appropriate funding to the Subscription Agent prior to the Subscription Expiration Deadline.

No Section 1145 Eligible Holder shall be entitled to participate in the Section 1145 Rights Offering unless the aggregate Purchase Price for the Section 1145 Offered Shares it subscribes for is received by the Subscription Agent in advance of the Subscription Expiration Deadline. No interest is payable on any advanced funding of the Purchase Price. Any Section 1145 Eligible Holder submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent in advance of the Subscription Expiration Deadline.

In order to participate in the Section 1145 Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Section 1145 Rights Offering.

1. Section 1145 Rights Offering

Section 1145 Eligible Holders have the right, but not the obligation, to participate in the Section 1145 Rights Offering.

Subject to the terms and conditions set forth in the Plan, these Section 1145 Rights Offering Procedures and the Section 1145 Subscription Agreements, each Section 1145 Eligible Holder is entitled to subscribe for up to its Pro Rata Section 1145 Shares at the Purchase Price, subject to the individual limits included in the calculations under Item 2 of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form. The number of Section 1145 Offered Shares actually subscribed for and purchased by a Section 1145 Eligible Holder shall be referred to as such Section 1145 Eligible Holder's "Section 1145 Shares."

Any Section 1145 Eligible Holder that is an Affiliate of the Debtors shall receive restricted securities under the Securities Act bearing a legend indicating that the securities may not be resold unless such securities are registered with the SEC or are exempt from the registration requirements of the Securities Act.

**SUBJECT TO THE TERMS AND CONDITIONS OF THE SECTION 1145
SUBSCRIPTION AGREEMENT, ALL SUBSCRIPTIONS SET FORTH IN THE
SECTION 1145 SUBSCRIPTION AGREEMENT ARE IRREVOCABLE.**

2. Subscription Period

The Section 1145 Rights Offering will commence on the Subscription Commencement Date (as defined in the Subscription Agreement) and will expire on the Subscription Expiration Deadline. Each Section 1145 Eligible Holder intending to purchase Section 1145 Offered Shares in the Section 1145 Rights Offering must affirmatively elect to exercise its Section 1145 Subscription Rights in the manner set forth in the Section 1145 Rights Offering Instructions included with the Section 1145 Subscription Agreement (consistent herewith, including as described in Section 5 hereof) on or prior to the Subscription Expiration Deadline.

Any exercise of Section 1145 Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

3. Delivery of Section 1145 Subscription Agreement

Each Section 1145 Eligible Holder may exercise all or any portion of such Section 1145 Eligible Holder's Section 1145 Subscription Rights, but subject to the terms and conditions of the Section 1145 Subscription Agreement, the exercise of any Section 1145 Subscription Rights will be irrevocable. In order to facilitate the exercise of the Section 1145 Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Agent will send a Section 1145 Subscription Agreement to each Section 1145 Eligible Holder or its Nominee, as applicable, together with appropriate instructions for the proper completion, due execution and timely delivery of the Section 1145 Subscription Agreement and the payment of the applicable Purchase Price for its Section 1145 Shares.

4. Exercise of Section 1145 Subscription Rights

In order to validly exercise Section 1145 Subscription Rights, each Section 1145 Eligible Holder must:

(a) return a duly executed Section 1145 Subscription Agreement along with a duly completed and executed Section 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, so that such documents are actually received by the Subscription Agent

on or before the Subscription Expiration Deadline; and

(b) at the same time it returns its Section 1145 Subscription Agreement and Section 1145 Beneficial Holder Subscription Form to the Subscription Agent or its Nominee, as applicable, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in Item 3 of the Section 1145 Beneficial Holder Subscription Form.

With respect to (a) and (b) above, for those 1145 Eligible Holders that hold Allowed Second Lien Note Claims through a Nominee, you must duly complete, execute and return your Section 1145 Beneficial Holder Subscription Form in accordance with the instructions herein **directly to your Nominee** in sufficient time to allow your Nominee to process your instructions and deliver to the Subscription Agent your completed Section 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), Section 1145 Subscription Agreement and payment on or before the Subscription Expiration Deadline.

Any 1145 Eligible Holder that does not hold an Allowed Second Lien Note Claim through a Nominee must deliver their completed 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), 1145 Subscription Agreement and payment directly to the Subscription Agent on or before the Subscription Expiration Deadline.

In the event that funds received by the Subscription Agent in payment for such Section 1145 Eligible Holder's Section 1145 Shares are less than the applicable Purchase Price, the number of Section 1145 Shares deemed to be purchased by the Section 1145 Eligible Holder will be the lesser of (i) the number of Section 1145 Shares elected to be purchased by such Section 1145 Eligible Holder and (ii) a number determined by dividing the amount of such funds received by the Purchase Price.

The payments of cash made in accordance with the Section 1145 Rights Offering will be deposited and held by the Subscription Agent in a segregated escrow account until administered in connection with the settlement of the Section 1145 Rights Offering on the Effective Date. The Subscription Agent may not use such funds for any other purpose prior to such Effective Date and may not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Such funds held by the Subscription Agent shall not be deemed part of the Debtors' bankruptcy estate.

5. Transfer Restriction; Revocation

The Section 1145 Subscription Rights are not detachable from the Allowed Second Lien Note Claims. The Allowed Second Lien Note Claims, and their corresponding Section 1145 Subscription Rights, may not be Transferred after the Record Date. If any portion of an Allowed Second Lien Note Claim is or has been (after the Record Date) Transferred by a Section 1145 Eligible Holder, the corresponding Section 1145 Subscription Rights will be cancelled, and

neither such Section 1145 Eligible Holder nor the transferee of such Allowed Second Lien Note Claim will receive Section 1145 Offered Shares in connection with such transferred Allowed Second Lien Note Claim.

Once a Section 1145 Eligible Holder has properly exercised its Section 1145 Subscription Rights, subject to the terms and conditions of the Section 1145 Subscription Agreement, such exercise will be irrevocable.

6. Return of Payment

If the Section 1145 Rights Offering is not consummated, any cash paid to the Subscription Agent will be returned, without interest, to the applicable Section 1145 Eligible Holder as soon as reasonably practicable, but in any event within six (6) Business Days, after the earlier of (a) a request from the applicable Section 1145 Eligible Holder made after October 1, 2014 and (b) the date on which the Section 1145 Rights Offering is terminated.

7. Settlement of the Section 1145 Rights Offering and Distribution of the Section 1145 Shares

The Debtors intend that the Section 1145 Shares will be issued in book-entry form, and that DTC, or its nominee, will be the holder of record of such Section 1145 Shares.

8. Fractional Section 1145 Shares

No fractional shares will be issued in the Section 1145 Rights Offering. All share allocations (including each Section 1145 Eligible Holder's Section 1145 Shares) will be calculated and rounded down to the nearest whole share.

9. Validity of Exercise of Section 1145 Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of Section 1145 Subscription Rights (including each Section 1145 Eligible Holder's Section 1145 Shares) will be determined in good faith by the Debtors and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any Section 1145 Subscription Rights. Section 1145 Subscription Agreements will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Debtors may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

Before exercising any Section 1145 Subscription Rights, Section 1145 Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and risk factors to be considered.

10. Modification of Procedures

The Debtors reserve the right to modify or adopt additional procedures consistent with the provisions of these Section 1145 Rights Offering Procedures to effectuate the Section 1145 Rights Offering and to issue the Section 1145 Shares with the consent of the Requisite Investors, provided, however, that the Debtors shall provide prompt written notice to each Section 1145 Eligible Holder of any material modification to these Section 1145 Rights Offering Procedures made after the commencement of the Section 1145 Rights Offering. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the Section 1145 Rights Offering and the issuance of the Section 1145 Shares. Nothing in this paragraph shall be construed so as to permit the Debtors to modify the terms of the Section 1145 Subscription Agreement without the consent of the Subscriber party thereto.

11. Inquiries And Transmittal of Documents; Subscription Agent

The Section 1145 Rights Offering Instructions included with the Section 1145 Subscription Agreement should be carefully read and strictly followed.

Questions relating to the Section 1145 Rights Offering should be directed to the Subscription Agent at the following phone number: (877) 833-4150.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the Section 1145 Eligible Holder electing to exercise its Section 1145 Subscription Rights and not the Debtors or the Subscription Agent.

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

SECTION 1145 RIGHTS OFFERING INSTRUCTIONS

Terms used and not defined herein or in the Section 1145 Subscription Agreement shall have the meaning assigned to them in the Plan (as defined below).

To elect to participate in the Section 1145 Rights Offering, you must follow the instructions set out below:

1. **Insert** the amount of your claim that you held as of the Record Date in Item 1 of your Section 1145 Beneficial Holder Subscription Form (if your Nominee holds your Second Lien Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately).
2. **Complete** the calculation in Item 2a of your Section 1145 Beneficial Holder Subscription Form, which calculates your Maximum Section 1145 Participation Amount (i.e., the maximum amount of Section 1145 Offered Shares you are entitled to purchase in the Section 1145 Rights Offering). Such amount must be rounded down to the nearest whole share.
3. **Complete** the calculation in Item 2b of your Section 1145 Beneficial Holder Subscription Form, which calculates the Purchase Price for the amount of Section 1145 Offered Shares that you elect to purchase.
4. **Read, complete and sign** the certification in Item 4 of your Section 1145 Beneficial Holder Subscription Form.
5. **Read and countersign** the Section 1145 Subscription Agreement. Such execution shall indicate your acceptance and approval of the terms and conditions set forth therein.
6. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
7. **Return** your signed Section 1145 Subscription Agreement and Section 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master Section 1145 Subscription Form to the Subscription Agent prior to the Subscription Expiration Deadline. A registered holder of Second Lien Notes should follow the delivery instructions as provided in the appropriate Registered Holder Subscription Form.
8. **Arrange for full payment** of the aggregate Purchase Price in immediately available funds, calculated in accordance with Item 2b of your Section 1145 Beneficial Holder

Subscription Form. For 1145 Eligible Holders that hold Second Lien Notes via a Nominee, please instruct your Nominee to coordinate payment of the Purchase Price and transmit and deliver such payment to the 1145 Subscription Agent prior to the Subscription Expiration Deadline. A registered holder of Second Lien Notes should follow the payment instructions as provided in the appropriate Registered Holder Subscription Form.

The Subscription Expiration Deadline is 5:00 p.m. New York City Time on August 1, 2014.

Please note that the Section 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and the Section 1145 Subscription Agreement must be received by your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the “Nominee”) in sufficient time to allow such Nominee to process and deliver the Master Section 1145 Subscription Form along with appropriate funding to the Subscription Agent by the Subscription Expiration Date or the subscription represented by your Section 1145 Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived. Registered holders of Second Lien Notes should follow the delivery and payment instructions provided in the appropriate Registered Holder Subscription Form.

**MOMENTIVE PERFORMANCE MATERIALS INC.
TOP HOLDCO**

SECTION 1145 SUBSCRIPTION AGREEMENT

NOTICES

THIS SECTION 1145 SUBSCRIPTION AGREEMENT HAS BEEN PREPARED ON A CONFIDENTIAL BASIS SOLELY FOR THE BENEFIT OF SECTION 1145 ELIGIBLE HOLDERS IN CONNECTION WITH THE SECTION 1145 RIGHTS OFFERING BY MOMENTIVE PERFORMANCE MATERIALS INC. AND TOP HOLDCO (COLLECTIVELY, THE “COMPANY”) PURSUANT TO THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF THE COMPANY AND ITS SUBSIDIARIES THAT COMMENCED JOINTLY ADMINISTERED CASES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (AS SUCH TERM IS HEREINAFTER DEFINED) (THE “PLAN”). ANY REPRODUCTION OR DISTRIBUTION OF THIS SECTION 1145 SUBSCRIPTION AGREEMENT, OR RETRANSMITTAL OF ITS CONTENTS, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. NONE OF THE FOREGOING AUTHORITIES HAVE PASSED UPON, OR ENDORSED THE MERITS OF, THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE STATEMENT WITH RESPECT TO THE DEBTORS’ JOINT CHAPTER 11 PLAN OF REORGANIZATION DATED JUNE 20, 2014 (THE “DISCLOSURE STATEMENT”) PREVIOUSLY DISTRIBUTED. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE. THE SECURITIES WILL BE OFFERED AND SOLD PURSUANT TO THE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE. THIS SECTION 1145 SUBSCRIPTION AGREEMENT IS NOT AN OFFER TO SELL TO OR A SOLICITATION OF AN OFFER TO BUY FROM, NOR WILL ANY SECURITIES BE OFFERED OR SOLD TO, ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, PURCHASE OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF SUCH JURISDICTION.

THE COMPANY MAKES NO REPRESENTATION TO ANY OFFEREE OR PURCHASER OF THE SECURITIES REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER UNDER APPLICABLE LEGAL INVESTMENT OR SIMILAR LAWS.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS SECTION 1145 SUBSCRIPTION AGREEMENT, THE DISCLOSURE STATEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS AGENTS, OFFICERS OR REPRESENTATIVES, AS LEGAL OR TAX ADVICE.

EACH OFFEREE SHOULD CONSULT ITS OWN ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. IT IS SPECULATIVE AND SUITABLE ONLY FOR PERSONS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES AND HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT. FURTHER, THIS INVESTMENT SHOULD ONLY BE MADE BY THOSE WHO UNDERSTAND OR HAVE BEEN ADVISED WITH RESPECT TO THE TAX CONSEQUENCES OF AND RISK FACTORS ASSOCIATED WITH THE INVESTMENT AND WHO ARE ABLE TO BEAR THE SUBSTANTIAL ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

SECTION 1145 SUBSCRIPTION AGREEMENT

This Section 1145 Subscription Agreement (this “Section 1145 Subscription Agreement”), by and among Momentive Performance Materials Inc. (including any successor as contemplated by the Plan (as defined below)) and Top Holdco (collectively, the “Company”), and the undersigned (the “Subscriber”), shall be deemed executed as of the date the Company executes a counterpart to this Section 1145 Subscription Agreement previously executed by the Subscriber.

WHEREAS, on April 13, 2014, the Company and certain of its Affiliates (collectively, the “Debtors”) commenced cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, supplemented or otherwise modified from time to time, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, the Debtors submitted a Disclosure Statement with respect to the Debtors’ Joint Chapter 11 Plan of Reorganization, dated as of June 20, 2014 (the “Disclosure Statement”), to certain holders of claims against the Debtors in connection with the solicitation of acceptances of the Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Certain of its Affiliates, dated as of June 20, 2014 (the “Plan”);

WHEREAS, capitalized terms used but not defined in this Section 1145 Subscription Agreement have the meaning given to them in the Plan;

WHEREAS, pursuant to the Plan, each Section 1145 Eligible Holder will be granted Section 1145 Subscription Rights (as defined below) entitling such Section 1145 Eligible Holder to purchase an amount of shares of New Common Stock up to its Pro Rata 1145 Shares at the Purchase Price, as calculated in accordance with Item 2a of such Section 1145 Eligible Holder’s Section 1145 Beneficial Holder Subscription Form and the Section 1145 Rights Offering Procedures (such offering of the Section 1145 Subscription Rights, the “Section 1145 Rights Offering”);

WHEREAS, the Subscriber has certified that it is a Section 1145 Eligible Holder and that it held on the Record Date a claim arising under the Company’s 9.0% Second-Priority Springing Lien Notes due 2021 and 9.5% Second-Priority Springing Lien Notes due 2021 (collectively, the “Second Lien Notes”) set forth in Item 1 of such Section 1145 Eligible Holder’s Section 1145 Beneficial Holder Subscription Form; and

WHEREAS, the Subscriber wishes to subscribe to purchase Section 1145 Shares (as defined below) as set forth herein on the terms and subject to the conditions of the Section 1145 Rights Offering and in accordance with the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby represent and agree as follows:

1. SUBSCRIPTION.

(a) The Subscriber hereby agrees to subscribe for that number of Section 1145 Offered Shares set forth in Item 2b of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form (the "Section 1145 Shares"). The Subscriber will pay to the Subscription Agent the Purchase Price for such Section 1145 Shares set forth in Item 2b of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form, at the time it returns this Section 1145 Subscription Agreement to the Subscription Agent, but in no event later than the Subscription Expiration Deadline, by wire transfer of immediately available funds in accordance with the instructions included on Item 3 of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form.

(b) In the event that funds received by the Subscription Agent in payment for the Subscriber's Section 1145 Shares in accordance with the instructions provided with this Section 1145 Subscription Agreement are less than the Purchase Price (as set forth in Item 2b of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form), the number of Section 1145 Shares deemed to be purchased by the Subscriber pursuant to this Section 1145 Subscription Agreement will be the lesser of (i) the number of Section 1145 Shares set forth set forth in Item 2b of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form and (ii) a number determined by dividing the amount of such funds received in accordance with the instructions included with this Section 1145 Subscription Agreement by the Purchase Price and rounding down to the nearest whole number.

(c) Subject to the conditions specified in Section 6, the closing of the issuance of Section 1145 Shares contemplated by this Section 1145 Subscription Agreement (the "Closing") will take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005, on the Effective Date. The date on which the Closing occurs is the "Closing Date."

(d) In the event the Closing does not take place on or before October 1, 2014, the Subscriber may request any funds sent to the Subscription Agent in payment for such Subscriber's Section 1145 Shares in accordance with the instructions provided with this Section 1145 Subscription Agreement be promptly returned to the Subscriber. Upon receipt of such request, the Subscription Agent shall promptly, but in any event within six (6) Business Days, return such funds to the Subscriber.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to the Subscriber as of the date hereof as follows:

(a) The Company is and, as of the Effective Date, will be, duly organized and validly existing under the laws of the State of Delaware.

(b) Subject to the entry of the Bankruptcy Court's confirmation order

relating to the Plan and occurrence of the Closing, (i) the Company will have the requisite corporate power and authority to execute and deliver this Section 1145 Subscription Agreement, (ii) this Section 1145 Subscription Agreement and the consummation by the Company of the transactions contemplated hereby will have been duly authorized by all requisite corporate action and (iii) this Section 1145 Subscription Agreement will have been duly and validly executed and delivered by the Company and will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) The Section 1145 Shares, when issued in accordance with the provisions hereof, will be validly issued by the Company, and will represent fully paid and nonassessable shares of the Company.

(d) Except for the representations and warranties contained in this Section 2, the Plan and the Disclosure Statement, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or any other information provided to the Subscriber. Neither the Company nor any other Person will have or be subject to any liability or indemnification obligation to the Subscriber or any other Person resulting from the distribution to the Subscriber, or use by the Subscriber of, any such information, documents, projections, forecasts or other material made available to the Subscriber, unless and only to the extent that any such information is included in a representation or warranty contained in this Section 2, the Plan or the Disclosure Statement.

3. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER.

The Subscriber represents and warrants to the Company as of the date hereof as follows:

(a) The Subscriber is a Section 1145 Eligible Holder and held on the Record Date the aggregate principal amount of Second Lien Notes set forth on Item 1 of such Section 1145 Eligible Holder's Section 1145 Beneficial Holder Subscription Form.

(b) The Subscriber has the requisite corporate or other applicable power and authority to execute and deliver this Section 1145 Subscription Agreement and the Section 1145 Beneficial Holder Subscription Form and to perform its obligations hereunder and thereunder. This Section 1145 Subscription Agreement and the consummation by the Subscriber of the transactions contemplated hereby have been duly authorized by all requisite action. This Section 1145 Subscription Agreement has been duly and validly executed and delivered by the Subscriber and constitutes the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms. Except to the extent the Subscriber is an individual, the Subscriber is a duly organized entity validly existing under the laws of the jurisdiction of its incorporation or formation.

(c) Except as provided under applicable state securities laws and subject to the conditions contained in Section 6, this subscription is and shall be irrevocable, except that the Subscriber shall have no obligation hereunder if this Section 1145 Subscription Agreement is for any reason rejected or the Section 1145 Rights Offering is for any reason cancelled.

(d) The Subscriber understands that the Section 1145 Shares have not been registered under the Securities Act nor qualified under any state securities laws and that the Section 1145 Shares are being offered and sold pursuant to an exemption from such registration and qualification requirements based in part upon the Subscriber's representations contained herein.

(e) The Subscriber has read and understands this Section 1145 Subscription Agreement, the Plan, the Disclosure Statement and the Section 1145 Beneficial Holder Subscription Form and understands the terms and conditions herein and therein and the risks associated with the Company and its business as described in the Disclosure Statement. The Subscriber has, to the extent deemed necessary by the Subscriber, discussed with legal counsel the representations, warranties and agreements that the Subscriber is making herein.

(f) No third-party consents or approvals (including governmental consents or approvals) are required to be obtained, made or given in order to permit the Subscriber to execute and deliver this Section 1145 Subscription Agreement and to perform its obligations hereunder.

(g) Neither the execution and delivery of this Section 1145 Subscription Agreement by the Subscriber nor the consummation of any of the transactions contemplated hereby will violate or conflict with, or result in a breach of, or constitute a default under (whether upon notice or the passage of time or both) any (i) contract to which the Subscriber is a party or (ii) applicable laws, regulations, orders, judgments and decrees to which the Subscriber is subject.

(h) The Subscriber is not relying upon any information, representation or warranty by the Company other than as set forth in this Section 1145 Subscription Agreement, the Plan, or the Disclosure Statement. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisors as to the financial, tax, legal and related matters concerning an investment in the Section 1145 Shares and on that basis believes that an investment in the Section 1145 Shares is suitable and appropriate for the Subscriber.

(i) The foregoing representations and warranties will be true on the date hereof and as of the Closing Date and will survive delivery of this Section 1145 Subscription Agreement. If any of such representations and warranties is not true prior to acceptance of this Section 1145 Subscription Agreement by the Company or prior to the Closing Date, the Subscriber will give written notice of such fact to the Company, specifying which representations and warranties are not true and the reasons therefor.

(j) The Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this Section 1145 Subscription Agreement, and it is able to bear the economic risk of an investment in the Company. The Subscriber has sufficient financial resources available to support the loss of all or a portion of its investment in the Company, and has no need

for liquidity in its investment in the Company.

(k) The Subscriber is acquiring the Section 1145 Shares solely for its own account for investment and neither with a view toward, nor any present intention of, Transferring the Section 1145 Shares. No other Person has any right with respect to or interest in the Section 1145 Shares to be purchased by the Subscriber, nor has the Subscriber agreed to give any Person any such interest or right in the future.

(l) The Subscriber is not a party to any contract with any Person (other than, if applicable, the Backstop Commitment Agreement dated as of May 9, 2014 and any contract giving rise to the expense reimbursement thereunder) that would give rise to a valid claim against the Company or any of its subsidiaries for a brokerage commission, finder's fee or like payment in connection with the Subscriber's investment in the Company.

4. SUBSCRIBER ACKNOWLEDGMENTS.

The Subscriber further acknowledges the following as of the date hereof and as of the Closing Date:

(a) The Section 1145 Shares purchased pursuant hereto will be initially issued in the name of the Subscriber, an Affiliate of the Subscriber or a Related Fund, as indicated on such Subscriber's Section 1145 Beneficial Holder Subscription Form.

(b) This Section 1145 Subscription Agreement contains its irrevocable firm commitment, subject only to the terms and conditions of this Section 1145 Subscription Agreement and the Section 1145 Rights Offering, to purchase the Section 1145 Shares.

(c) Except to the extent provided in this Section 1145 Subscription Agreement, the Plan or the Disclosure Statement, the Company makes no representation or warranty in connection with the purchase of the Section 1145 Shares.

(d) No federal or state agency has made or will make any finding or determination as to the adequacy or accuracy of any information provided to the Subscriber in connection with its consideration of its investment in the Section 1145 Shares or as to the fairness of this private placement for investment, nor any recommendation or endorsement of the Section 1145 Shares.

(e) The Company will be relying on representations, warranties and agreements made by the Subscriber to the Company, and the covenants agreed to by the Subscriber, herein. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the Section 1145 Shares. If there is any change in any of the information provided by the Subscriber, or if any of the Subscriber's representations and warranties becomes inaccurate in any respect, the Subscriber will furnish such revised or corrected information to the Company as soon as reasonably practicable, but in any event within six (6) Business Days prior to the Subscription Expiration Deadline.

(f) The Subscriber understands and acknowledges that all calculations, including, to the extent applicable, the calculation of (i) the value of the Subscriber's or any other Section 1145 Eligible Holder's Allowed Second Lien Note Claim or (ii) the Subscriber's or any other Section 1145 Eligible Holder's Pro Rata 1145 Shares, shall be made in good faith by the Company with the consent of each of the Requisite Investors (as defined in the Plan) and in accordance with any Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

(g) The Disclosure Statement contains projections. The projections are subjective in many respects and are based on expectations, estimates, opinions and beliefs of the Company's management with respect to its financial condition, business and industry performance, general economic, market and financial conditions and other matters, all of which are difficult to predict and many of which are beyond the Company's control. Accordingly, there can be no assurance that the estimates and assumptions made in preparing the projections will prove accurate or that the forecasts will be realized. In addition, the projections do not and cannot take into account such factors as general economic conditions, unforeseen changes and developments in available technologies and products, the entry into the Company's market of significant additional competitors, natural disasters, the terms and conditions of future financings of the Company, and other risks inherent to the business of the Company. While management believes that the projections reflect the possible future results of the Company's operations, such results cannot be guaranteed. The Subscriber acknowledges that it is prepared for the substantial economic risks involved in the purchase of the Section 1145 Shares, including the total loss of its investment. The Company will not be under any duty to update the projections or the risk factors included in the Disclosure Statement prior to or after the Closing Date.

(h) If the Subscriber is an "underwriter" as defined under Section 1145(b)(1) of the Bankruptcy Code, any Section 1145 Shares it subscribes for will be "restricted securities" and may not be resold under the Securities Act and applicable state "Blue Sky Laws" absent an effective registration statement under the Securities Act or pursuant to an applicable exemption from registration, including Rule 144 promulgated under the Securities Act. Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer", (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; or (b) offers to sell securities offered or sold under a plan for the holders of such securities; or (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

5. [RESERVED]

6. CONDITIONS TO CLOSING.

(a) Conditions to Each Party's Obligations. The respective obligations of the Subscriber and the Company to consummate the transactions contemplated by this Section 1145 Subscription Agreement are subject to the simultaneous occurrence of the Effective Date.

(b) Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Section 1145 Subscription Agreement with the Subscriber are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(i) All representations and warranties of the Subscriber in Section 3 of this Section 1145 Subscription Agreement must be true, correct and complete in all respects on the Closing Date;

(ii) All acknowledgments of the Subscriber in Section 4 of this Section 1145 Subscription Agreement must be true, correct and complete in all respects on the Closing Date;

(iii) The Plan shall have been confirmed by the Bankruptcy Court; and

(iv) Compliance by the Subscriber with the Section 1145 Rights Offering Procedures governing the Section 1145 Rights Offering, including payment by the Subscriber of the Purchase Price.

(c) Conditions to Obligations of the Subscriber. The obligations of the Subscriber to consummate the transactions contemplated by this Section 1145 Subscription Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(i) All representations and warranties of the Company in Section 2 of this Section 1145 Subscription Agreement must be true and correct in all material respects on the Closing Date; and

(ii) Compliance by the Company with the Section 1145 Rights Offering Procedures governing the Section 1145 Rights Offering.

7. TERMINATION.

This Section 1145 Subscription Agreement will terminate upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote and (ii) December 31, 2014. In the event this Section 1145 Subscription Agreement is terminated, any payments received pursuant to Section 1(a) of this Section 1145 Subscription Agreement will be returned

to the Subscriber as soon as reasonably practicable, but in any event, within six (6) Business Days.

8. INTERPRETATION OF THIS SECTION 1145 SUBSCRIPTION AGREEMENT.

(a) Terms Defined. As used in this Section 1145 Subscription Agreement, the following terms have the respective meanings set forth below:

“Affiliate”: With respect to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including with its correlative meanings, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by agreement, contract, obligation, promise, undertaking or understanding, whether written or oral, or otherwise).

“Allowed Second Lien Note Claims”: A claim arising by virtue of a Section 1145 Eligible Holder holding Second Lien Notes as of the Record Date and as allowed by the Plan.

“Business Day”: Any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

“Debtors”: The Company, Juniper Bond Holdings I LLC, Juniper Bond Holdings II LLC, Juniper Bond Holdings III LLC, Juniper Bond Holdings IV LLC, Momentive Performance Materials China SPV Inc., Momentive Performance Materials Holdings Inc., Momentive Performance Materials Quartz, Inc., Momentive Performance Materials South America Inc., Momentive Performance Materials USA Inc., Momentive Performance Materials Worldwide Inc. and MPM Silicones, LLC.

“Effective Date”: The date the Plan becomes effective.

“Master Section 1145 Subscription Form”: The subscription form to be completed by the Nominee of any beneficial holders of Second Lien Notes included as Schedule 1C hereto.

“New Common Stock”: Has the meaning set forth in the Plan.

“Nominee”: Broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee, as applicable.

“Person”: An individual, partnership, limited liability company, joint-stock company, corporation, trust or unincorporated organization, or a government or

agency or political subdivision thereof.

“Pro Rata 1145 Shares”: The number of Section 1145 Offered Shares that a Section 1145 Eligible Holder can subscribe for in the Section 1145 Rights Offering, which is equal to (a) the total number of Section 1145 Offered Shares multiplied by (b) the quotient obtained by dividing (i) the aggregate value of all Allowed Second Lien Note Claims held by such Section 1145 Eligible Holder as of the Record Date by (ii) the aggregate value of all Allowed Second Lien Note Claims held by all Section 1145 Eligible Holders as of the Record Date.

“Purchase Price” means \$17.28 per share.

“Record Date”: June 19, 2014.

“Related Fund”: With respect to the Subscriber, any fund, account or investment vehicle that is controlled or managed by (a) the Subscriber, (b) an Affiliate of the Subscriber or (c) the same investment manager or advisor as the Subscriber or an Affiliate of such investment manager or advisor.

“Section 1145 Beneficial Holder Subscription Form”: The subscription form to be completed by beneficial holders of Second Lien Notes included as Schedule 1D hereto.

“Section 1145 Eligible Holder”: Any holder of an Allowed Second Lien Note Claim as of the Record Date.

“Section 1145 Offered Shares”: 7,656,521 shares of New Common Stock to be offered to Section 1145 Eligible Holders in the Section 1145 Rights Offering.

“Section 1145 Rights Offering Instructions”: The instructions included as Schedule 1A hereto.

“Section 1145 Shares”: Has the meaning set forth in Section 1 of the Section 1145 Rights Offering Procedures included as Exhibit A hereto.

“Section 1145 Subscription Agreement”: This agreement.

“Section 1145 Subscription Rights”: The non-Transferable, non-certificated subscription rights to purchase Section 1145 Offered Shares in connection with the Section 1145 Rights Offering on the terms and subject to the conditions set forth in the Plan, the Section 1145 Rights Offering Procedures and this Section 1145 Subscription Agreement.

“Subscription Agent”: KCC, or any other entity designated as such by the Company, in its capacity as a subscription agent and escrow agent in connection with the Section 1145 Rights Offering.

“Subscription Commencement Date”: The date on which Section 1145 Subscription Agreements are first sent to Section 1145 Eligible Holders.

“Subscription Expiration Deadline”: 5:00 p.m. New York City Time on August 1, 2014, the date by which properly completed Section 1145 Subscription Agreements and the Purchase Price will be required to be delivered to the Subscription Agent as provided in the Section 1145 Subscription Agreements.

“Subscription Period”: The period beginning on the Subscription Commencement Date and ending on the Subscription Expiration Deadline.

“Transfer”: With respect to any object, any resale, sale, transfer, assignment, pledge, hypothecation, participation, donation, or other disposition or encumbrance, direct or indirect (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in such object).

(b) Directly or Indirectly. Where any provision in this Section 1145 Subscription Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such Person.

(c) Governing Law; Jurisdiction. THIS SECTION 1145 SUBSCRIPTION AGREEMENT, AND ALL CLAIMS ARISING OUT OF OR RELATING THERETO, WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. THE SUBSCRIBER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHITE PLAINS, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*.

(d) Section Headings. The headings of the sections and subsections of this Section 1145 Subscription Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof.

(e) Construction. This Section 1145 Subscription Agreement has been freely and fairly negotiated between the parties. If an ambiguity or question of intent or interpretation arises, this Section 1145 Subscription Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Section 1145 Subscription Agreement. The words “include”, “includes”, and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Section 1145 Subscription Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this

Section 1145 Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited.

9. MISCELLANEOUS.

(a) Notices.

(i) The Subscriber acknowledges that a completed and signed copy of this Section 1145 Subscription Agreement, the Section 1145 Beneficial Holder Subscription Form or Master Section 1145 Subscription Form, as applicable, together with payment of the Purchase Price, must be received by the Subscription Agent in accordance with the instructions included herewith prior to the Subscription Expiration Deadline for the subscription contemplated hereby to be valid.

(ii) Except as otherwise provided in this Section 1145 Subscription Agreement, following execution of this Section 1145 Subscription Agreement, all demands, notices, requests, consents and other communications under this Section 1145 Subscription Agreement must be in writing, sent contemporaneously to all of the notice parties set forth below and deemed given when delivered, if delivered by hand or upon confirmation of transmission, if delivered by facsimile, or if no response to the effect that an email cannot be delivered to the sender is received within two (2) hours, if delivered by email, during standard business hours (from 8:00 A.M. to 6:00 P.M. at the place of receipt) at the addresses and facsimile numbers set forth below:

(A) if to the Subscriber, at its address or facsimile number shown on the Section 1145 Beneficial Holder Subscription Form, or at such other address or facsimile number as the Subscriber may have furnished the Company and the Subscription Agent in writing; and

(B) if to the Company, at (or at such other address or facsimile number as it may have furnished in writing to the Subscriber):

Momentive Performance Materials Inc. and Top HoldCo
260 Hudson River Road
Waterford, New York 12188
Facsimile: (614) 225-4127
Attention: Douglas A. Johns

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Facsimile: (212) 728-8111
Attention: Matthew Feldman
Cristopher Greer

(b) Expenses and Taxes. The Company will pay, and hold the Subscriber harmless from any and all liabilities (including interest and penalties) with respect to, or resulting from any delay or failure in paying, stamp and other taxes (other than income taxes), if any, which may be payable or determined to be payable on the execution and delivery of this Section 1145 Subscription Agreement or acquisition of the Section 1145 Shares pursuant to this Section 1145 Subscription Agreement.

(c) Reproduction of Documents. This Section 1145 Subscription Agreement and all documents relating hereto may not be reproduced or distributed by the Subscriber without the prior written consent of the Company.

(d) Assignment; Successors. This Section 1145 Subscription Agreement is not assignable by the Subscriber without the prior written consent of the Company. This Section 1145 Subscription Agreement and the rights, powers and duties set forth herein will inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(e) Entire Agreement; Amendment and Waiver. This Section 1145 Subscription Agreement constitutes the entire understanding of the parties hereto and supersedes all prior understandings among such parties with respect to the matters covered herein. This Section 1145 Subscription Agreement may be amended, and the observance of any term of this Section 1145 Subscription Agreement may be waived, with (and only with) the written consent of the Company and the Subscriber.

(f) Severability. If any provision of this Section 1145 Subscription Agreement or the application of such provision to any Person or circumstance is held to be invalid by any court of competent jurisdiction, the remainder of this Section 1145 Subscription Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid will not be affected thereby.

(g) Counterparts; Facsimile and PDF Signatures. This Section 1145 Subscription Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The exchange of copies of this Section 1145 Subscription Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Section 1145 Subscription Agreement as to the parties hereto and may be used in lieu of the original Section 1145 Subscription Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Please indicate your acceptance and approval of the foregoing in the space provided below.

ACCEPTED AND APPROVED

as of the ___ day of _____, 2014

SUBSCRIBER: _____
(Please provide full legal name)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

City: _____ State: _____

Postal Code: _____

Country: _____

Telephone: _____ Facsimile: _____

Email Address: _____

If U.S. person, check here and attach IRS Form W-9: U.S. person

If Non-U.S. person, check here and attach appropriate IRS Form W-8: Non-U.S. person

Momentive Performance Materials Inc.

Name:
Title:

Top HoldCo

Name:
Title:

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

**SECTION 1145 BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR SECTION 1145 RIGHTS OFFERING**

FOR USE BY SECTION 1145 ELIGIBLE HOLDERS AND COMMITMENT PARTIES

**IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED JUNE 20, 2014**

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. New York City Time on August 1, 2014.

Please note that your Section 1145 Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and Section 1145 Subscription Agreement must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Section 1145 Subscription Form along with completing wire transfer of the aggregate Purchase Payment to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Section 1145 Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Please consult the Plan, the Section 1145 Subscription Agreement and the Section 1145 Rights Offering Procedures for additional information with respect to this Section 1145 Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan.

Item 1. Amount of Second Lien Notes.

I certify that I am a beneficial holder of Second Lien Notes in the following principal amount as of the Record Date (insert amount on the line below) or that I am the authorized signatory of that beneficial holder. For purposes of this 1145 Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Second Lien Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately).

[Insert principal amount of Second Lien Notes held at the Record Date]

Item 2. Rights.

2a. Calculation of Maximum Number of 1145 Shares. The maximum number of 1145

Item 4. Certification.

I certify that (i) as of the date hereof, the undersigned was the beneficial holder of the Second Lien Notes set forth in Item 1 above at the Record Date and will continue to be the beneficial owner thereof through the Subscription Expiration Deadline, (ii) I have received a copy of the Plan, the Disclosure Statement, the Section 1145 Subscription Agreement, the Section 1145 Rights Offering Procedures and the Section 1145 Rights Offering Instructions and (iii) I understand that the exercise of my rights under the Section 1145 Rights Offering is subject to all the terms and conditions set forth in the Plan, the Section 1145 Subscription Agreement and the Section 1145 Rights Offering Procedures.

By electing to subscribe for the amount of Section 1145 Shares designated under Item 2b above, I am hereby instructing my Nominee to arrange for (i) the completion and delivery of its Master Section 1145 Subscription Form to the Subscription Agent and (ii) payment of the Purchase Price on or before the Subscription Agreement Deadline.

I acknowledge that, by executing the Section 1145 Subscription Agreement and this Section 1145 Beneficial Holder Subscription Form, the undersigned Section 1145 Eligible Holder has elected to subscribe for the number of Section 1145 Shares designated under Item 2b above and will be bound to pay for the Section 1145 Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Section 1145 Eligible Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

If Commitment Party, check here

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

Please indicate on the lines provided below the Section 1145 Eligible Holder's name and address as you would like it to be reflected on the Debtors' records for the Section 1145 Shares should they need to be registered in your name:

Registration Name(s)/ Name(s) of Affiliate(s) or Related Fund(s) in Whose Name Section 1145 Shares Should be Issued:

Number of Section 1145 Shares: _____

Registration Line 1: _____

Registration Line 2: _____
(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

Number of Section 1145 Shares: _____

Registration Line 1: _____

Registration Line 2: _____
(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

Number of Section 1145 Shares: _____

Registration Line 1: _____

Registration Line 2: _____
(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

PLEASE RETURN THIS SECTION 1145 BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) AND THE SECTION 1145 SUBSCRIPTION AGREEMENT ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

**MASTER SECTION 1145 SUBSCRIPTION FORM
FOR SECTION 1145 RIGHTS OFFERING**

FOR USE BY SECTION 1145 ELIGIBLE HOLDERS AND COMMITMENT PARTIES

**IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED JUNE 20, 2014**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Momentive Performance Materials Inc.'s 9.0% Second-Priority Springing Lien Notes due 2021 and 9.5% Second-Priority Springing Lien Notes due 2021 (collectively, the "Second Lien Notes") issued by Momentive Performance Materials Inc. pursuant to an indenture dated as of November 5, 2010 (as further amended, supplemented or otherwise modified, together with ancillary documents), with The Bank of New York Mellon Trust Company, N.A., as indenture trustee, and certain direct and indirect subsidiaries of Momentive Performance Materials Inc. as guarantors thereto.

YOUR MASTER SECTION 1145 SUBSCRIPTION FORM, COPIES OF THE SECTION 1145 BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SECTION 1145 SUBSCRIPTION AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 5:00 P.M. (NEW YORK CITY TIME) ON AUGUST 1, 2014, (THE "SUBSCRIPTION EXPIRATION DEADLINE") OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SECTION 1145 SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SECTION 1145 SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN, THE SECTION 1145 SUBSCRIPTION AGREEMENT AND THE SECTION 1145 RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SECTION 1145 SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT AT (917) 281-4800.

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

- Is a broker, bank or other nominee for the beneficial holders of the Second Lien Notes listed in Item 2 below, and is the registered holder of such Second Lien Notes, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Second Lien Notes listed in Item 2 below.

Item 2. Second Lien Notes Beneficial Holder Information.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Second Lien Notes, as identified by their respective account numbers, that have delivered duly completed Section 1145 Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary)

Customer Account Number for each Beneficial Holder	Principal Amount of Second Lien Notes held as of Record Date	X Rights Factor =	Maximum number of Section 1145 Shares (Round down to nearest whole number)	Number of Section 1145 Shares Beneficial Holder Elects to Purchase	Total Purchase Price: (Section 1145 Shares X \$17.28 subscription price)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

Item 3. Payment and Delivery Instructions

All cash payments with respect to the exercise of Section 1145 Subscription Rights that are being transmitted by this Master Section 1145 Subscription Form shall be made by wire transfer of immediately available funds in accordance with the instructions set forth below.

Account Name :	Computershare Inc AAF for KCC Client Funding-Momentive
Bank Account No.:	4426855330
ABA/Routing No.:	026009593
Bank Name:	Bank of America
Bank Address:	New York, NY
Reference:	Funding for Momentive Rights Offer

Please email, mail or deliver your completed subscription form (together with any duly completed and received Section 1145 Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) and Section 1145 Subscription Agreements) to:

KCC
1290 Avenue of the Americas, 9th Floor
New York, New York 10104
Attn: Momentive Rights Offer
Tel#: (917) 281-4800
Email: MPMinfo@kccllc.com

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS MASTER SECTION 1145 SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED SECTION 1145 BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) AND EXECUTED SECTION 1145 SUBSCRIPTION AGREEMENTS, ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE AND PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (5:00 P.M. NEW YORK CITY TIME ON AUGUST 1, 2014).

ADDITIONAL INSTRUCTIONS IF YOU ARE RETURNING FORMS VIA EMAIL

PROPERLY EXECUTED MASTER SECTION 1145 SUBSCRIPTION FORMS ALONG WITH RESPECTIVE SECTION 1145 BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SECTION 1145 SUBSCRIPTION AGREEMENTS CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT MPMINFO@KCCLLC.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER SECTION 1145 SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS MAILED OR DELIVERED TO THE SUBSCRIPTION AGENT PROMPTLY THEREAFTER.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Section 1145 Subscription Form (i) it is the authorized signatory

of such beneficial holder of the amount of Second Lien Notes listed under Item 1 of the Section 1145 Beneficial Holder Subscription Form, (ii) the beneficial holder is entitled to participate in the Section 1145 Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Section 1145 Subscription Agreement, the Section 1145 Rights Offering Procedures and the Section 1145 Rights Offering Instructions and other applicable materials and (iv) true and correct copies of the Section 1145 Beneficial Holder Subscription Form have been received from each beneficial holder.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

U.S. Federal Tax EIN/SSN (optional): _____

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

EXHIBIT D-2

**4(a)(2) Rights Offering Procedures, Subscription
Agreement and Beneficial Holder Subscription Form**

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

4(a)(2) RIGHTS OFFERING PROCEDURES

Each 4(a)(2) Offered Share is being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the “Securities Act”).

None of the 4(a)(2) Subscription Rights distributed in connection with these 4(a)(2) Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security, and no 4(a)(2) Subscription Rights may be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the 4(a)(2) Subscription Rights, the Allowed Second Lien Note Claims, the Rights Offering Shares, the New Common Stock or the Top HoldCo Common Stock) (each of the above, a “Transfer”).

None of the 4(a)(2) Offered Shares have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer or sale of a security.

The 4(a)(2) Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Terms used and not defined herein or in the 4(a)(2) Subscription Agreement shall have the meaning assigned to them in the Plan (as defined below).

To 4(a)(2) Eligible Holders and Nominees of 4(a)(2) Eligible Holders:

On June 20, 2014, the Debtors (as defined below) filed the Joint Chapter 11 Plan of Reorganization of the Debtors with the United States Bankruptcy Court for the Southern District of New York (as such plan of reorganization may be amended or modified from time to time in accordance with its terms, the “Plan”), and the Disclosure Statement with respect to the Plan (as such disclosure statement may be amended from time to time in accordance with its terms, the “Disclosure Statement”). Pursuant to the Plan, each holder of an Allowed Second Lien Note Claim as of the Record Date that is an Accredited Investor has the right to participate in the 4(a)(2) Rights Offering in accordance with the terms and conditions of the 4(a)(2) Subscription Agreement and these 4(a)(2) Rights Offering Procedures. Only holders of Allowed Second Lien Note Claims as of the Record Date that complete the Accredited Investor Questionnaire included as Exhibit A to the 4(a)(2) Beneficial Holder Subscription Form may participate in the 4(a)(2)

Rights Offering of the 4(a)(2) Offered Shares.

Pursuant to the Plan, each 4(a)(2) Eligible Holder that has timely and validly completed and returned the Accredited Investor Questionnaire will receive 4(a)(2) Subscription Rights to subscribe for its Pro Rata 4(a)(2) Shares, provided that it timely and properly executes and delivers its 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, in advance of the Subscription Expiration Deadline. Each Nominee will receive a Master 4(a)(2) Subscription Form which it shall use to summarize the 4(a)(2) Subscription Rights, exercised by each 4(a)(2) Eligible Holder that returns a 4(a)(2) Beneficial Holder Subscription Form to such Nominee. Please note that all 4(a)(2) Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master 4(a)(2) Subscription Form and copies of all 4(a)(2) Beneficial Holder Subscription Forms (with accompanying IRS Forms) and appropriate funding to the Subscription Agent prior to the Subscription Expiration Deadline.

No 4(a)(2) Eligible Holder shall be entitled to participate in the 4(a)(2) Rights Offering unless the aggregate Purchase Price for the 4(a)(2) Offered Shares it subscribes for is received by the Subscription Agent in advance of the Subscription Expiration Deadline. No interest is payable on any advanced funding of the Purchase Price. Any 4(a)(2) Eligible Holder submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent in advance of the Subscription Expiration Deadline.

In order to participate in the 4(a)(2) Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the 4(a)(2) Rights Offering.

1. 4(a)(2) Rights Offering

4(a)(2) Eligible Holders have the right, but not the obligation, to participate in the 4(a)(2) Rights Offering. Only holders of an Allowed Second Lien Note Claim as of the Record Date that are Accredited Investors may participate in the 4(a)(2) Rights Offering.

Subject to the terms and conditions set forth in the Plan, these 4(a)(2) Rights Offering Procedures and the 4(a)(2) Subscription Agreements, each 4(a)(2) Eligible Holder is entitled to subscribe for up to its Pro Rata 4(a)(2) Shares at the Purchase Price, subject to the individual limits included in the calculations under Item 2 of such 4(a)(2) Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form. The number of 4(a)(2) Offered Shares actually subscribed for and purchased by a 4(a)(2) Eligible Holder shall be referred to as such 4(a)(2) Eligible Holder's "4(a)(2) Shares."

**SUBJECT TO THE TERMS AND CONDITIONS OF THE 4(a)(2)
SUBSCRIPTION AGREEMENT, ALL SUBSCRIPTIONS SET FORTH IN THE 4(a)(2)**

SUBSCRIPTION AGREEMENT ARE IRREVOCABLE.

2. Subscription Period

The 4(a)(2) Rights Offering will commence on the Subscription Commencement Date (as defined in the Subscription Agreement) and will expire on the Subscription Expiration Deadline. Each 4(a)(2) Eligible Holder intending to purchase 4(a)(2) Offered Shares in the 4(a)(2) Rights Offering must affirmatively elect to exercise its 4(a)(2) Subscription Rights in the manner set forth in the 4(a)(2) Rights Offering Instructions included with the 4(a)(2) Subscription Agreement (consistent herewith, including as described in Section 5 hereof) on or prior to the Subscription Expiration Deadline.

Any exercise of 4(a)(2) Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

3. Delivery of 4(a)(2) Subscription Agreement

Each 4(a)(2) Eligible Holder may exercise all or any portion of such 4(a)(2) Eligible Holder's 4(a)(2) Subscription Rights, but subject to the terms and conditions of the 4(a)(2) Subscription Agreement, the exercise of any 4(a)(2) Subscription Rights will be irrevocable. In order to facilitate the exercise of the 4(a)(2) Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Agent will send a 4(a)(2) Subscription Agreement to each 4(a)(2) Eligible Holder or its Nominee, as applicable, together with appropriate instructions for the proper completion, due execution and timely delivery of the 4(a)(2) Subscription Agreement and the payment of the applicable Purchase Price for its 4(a)(2) Shares.

4. Exercise of 4(a)(2) Subscription Rights

In order to validly exercise 4(a)(2) Subscription Rights, each 4(a)(2) Eligible Holder must:

(a) return a duly executed 4(a)(2) Subscription Agreement along with a duly completed and executed 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline; and

(b) at the same time it returns its 4(a)(2) Subscription Agreement and 4(a)(2) Beneficial Holder Subscription Form to the Subscription Agent or its Nominee, as applicable, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in Item 3 of the 4(a)(2) Beneficial Holder Subscription Form.

With respect to (a) and (b) above, for those 4(a)(2) Eligible Holders that hold Allowed Second Lien Note Claims through a Nominee, you must duly complete, execute and return your 4(a)(2) Beneficial Holder Subscription Form in accordance with the instructions herein **directly to your Nominee** in sufficient time to allow your Nominee to process your instructions and deliver to the Subscription Agent your completed 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), 4(a)(2) Subscription Agreement and payment on or before the Subscription Expiration Deadline.

Any 4(a)(2) Eligible Holder that does not hold an Allowed Second Lien Note Claim through a Nominee must deliver their completed 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), 4(a)(2) Subscription Agreement and payment directly to the Subscription Agent on or before the Subscription Expiration Deadline.

In the event that funds received by the Subscription Agent in payment for such 4(a)(2) Eligible Holder's 4(a)(2) Shares are less than the applicable Purchase Price, the number of 4(a)(2) Shares deemed to be purchased by the 4(a)(2) Eligible Holder will be the lesser of (i) the number of 4(a)(2) Shares elected to be purchased by such 4(a)(2) Eligible Holder and (ii) a number determined by dividing the amount of such funds received by the Purchase Price.

The payments of cash made in accordance with the 4(a)(2) Rights Offering will be deposited and held by the Subscription Agent in a segregated escrow account until administered in connection with the settlement of the 4(a)(2) Rights Offering on the Effective Date. The Subscription Agent may not use such funds for any other purpose prior to such Effective Date and may not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Such funds held by the Subscription Agent shall not be deemed part of the Debtors' bankruptcy estate.

5. Transfer Restriction; Revocation

The 4(a)(2) Subscription Rights are not detachable from the Allowed Second Lien Note Claims. The Allowed Second Lien Note Claims, and their corresponding 4(a)(2) Subscription Rights, may not be Transferred after the Record Date. If any portion of an Allowed Second Lien Note Claim is or has been (after the Record Date) Transferred by a 4(a)(2) Eligible Holder, the corresponding 4(a)(2) Subscription Rights will be cancelled, and neither such 4(a)(2) Eligible Holder nor the transferee of such Allowed Second Lien Note Claim will receive 4(a)(2) Offered Shares in connection with such transferred Allowed Second Lien Note Claim.

Once a 4(a)(2) Eligible Holder has properly exercised its 4(a)(2) Subscription Rights, subject to the terms and conditions of the 4(a)(2) Subscription Agreement, such exercise will be irrevocable.

6. Return of Payment

If the 4(a)(2) Rights Offering is not consummated, any cash paid to the Subscription Agent will be returned, without interest, to the applicable 4(a)(2) Eligible Holder as soon as

reasonably practicable, but in any event within six (6) Business Days, after the earlier of (a) a request from the applicable 4(a)(2) Eligible Holder made after October 1, 2014 and (b) the date on which the 4(a)(2) Rights Offering is terminated.

7. Settlement of the 4(a)(2) Rights Offering and Distribution of the 4(a)(2) Shares

The Debtors intend that the 4(a)(2) Shares will be issued in book-entry or certificated form.

8. Fractional 4(a)(2) Shares

No fractional shares will be issued in the 4(a)(2) Rights Offering. All share allocations (including each 4(a)(2) Eligible Holder's 4(a)(2) Shares) will be calculated and rounded down to the nearest whole share.

9. Validity of Exercise of 4(a)(2) Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of 4(a)(2) Subscription Rights (including each 4(a)(2) Eligible Holder's 4(a)(2) Shares) will be determined in good faith by the Debtors and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any 4(a)(2) Subscription Rights. 4(a)(2) Subscription Agreements will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Debtors may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

Before exercising any 4(a)(2) Subscription Rights, 4(a)(2) Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and risk factors to be considered.

10. Modification of Procedures

The Debtors reserve the right to modify or adopt additional procedures consistent with the provisions of these 4(a)(2) Rights Offering Procedures to effectuate the 4(a)(2) Rights Offering and to issue the 4(a)(2) Shares with the consent of the Requisite Investors, provided, however, that the Debtors shall provide prompt written notice to each 4(a)(2) Eligible Holder of any material modification to these 4(a)(2) Rights Offering Procedures made after the commencement of the 4(a)(2) Rights Offering. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the 4(a)(2) Rights Offering and the issuance of the 4(a)(2) Shares. Nothing in this paragraph shall be construed so as to permit the Debtors to modify the terms of the 4(a)(2) Subscription Agreement without the consent of the Subscriber party thereto.

The Debtors shall undertake reasonable procedures to confirm that each participant in the 4(a)(2) Rights Offering is in fact a 4(a)(2) Eligible Holder, including, but not limited to, requiring certifications by such participant to that effect and other diligence measures as the Debtors deem reasonably necessary.

11. Inquiries And Transmittal of Documents; Subscription Agent

The 4(a)(2) Rights Offering Instructions included with the 4(a)(2) Subscription Agreement should be carefully read and strictly followed.

Questions relating to the 4(a)(2) Rights Offering should be directed to the Subscription Agent at the following phone number: (877) 833-4150.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the 4(a)(2) Eligible Holder electing to exercise its 4(a)(2) Subscription Rights and not the Debtors or the Subscription Agent.

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

4(a)(2) RIGHTS OFFERING INSTRUCTIONS

Terms used and not defined herein or in the 4(a)(2) Subscription Agreement shall have the meaning assigned to them in the Plan (as defined below).

To elect to participate in the 4(a)(2) Rights Offering, you must follow the instructions set out below:

- 1. Insert** the amount of your claim that you held as of the Record Date in Item 1 of your 4(a)(2) Beneficial Holder Subscription Form (if your Nominee holds your Second Lien Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately).
- 2. Complete** the calculation in Item 2a of your 4(a)(2) Beneficial Holder Subscription Form, which calculates the maximum number of 4(a)(2) Offered Shares available for you to purchase. Such amount must be rounded down to the nearest whole share.
- 3. Complete** the calculation in Item 2b of your 4(a)(2) Beneficial Holder Subscription Form, which calculates the Purchase Price for the amount of 4(a)(2) Offered Shares that you elect to purchase.
- 4. Read and complete** the certification in Item 2c of your 4(a)(2) Beneficial Holder Subscription Form certifying that you are an Accredited Investor.
- 5. Read, complete and sign** the certification in Item 4 of your 4(a)(2) Beneficial Holder Subscription Form.
- 6. Read and countersign** the 4(a)(2) Subscription Agreement. Such execution shall indicate your acceptance and approval of the terms and conditions set forth therein.
- 7. Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
- 8. Return** your signed 4(a)(2) Subscription Agreement and 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent prior to the Subscription Expiration Deadline. A registered holder of Second Lien Notes should follow the delivery instructions as provided in the appropriate Registered Holder Subscription Form.
- 9. Arrange for full payment** of the aggregate Purchase Price in immediately

available funds, calculated in accordance with Item 2b of your 4(a)(2) Beneficial Holder Subscription Form. For 4(a)(2) Eligible Holders that hold Second Lien Notes via a Nominee, please instruct your Nominee to coordinate payment of the Purchase Price and transmit and deliver such payment to the 4(a)(2) Subscription Agent prior to the Subscription Expiration Deadline. A registered holder of Second Lien Notes should follow the payment instructions as provided in the appropriate Registered Holder Subscription Form.

The Subscription Expiration Deadline is 5:00 p.m. New York City Time on August 1, 2014.

Please note that the 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and the 4(a)(2) Subscription Agreement must be received by your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the “Nominee”) in sufficient time to allow such Nominee to process and deliver the Master 4(a)(2) Subscription Form along with the appropriate funding to the Subscription Agent by the Subscription Expiration Date or the subscription represented by your 4(a)(2) Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived. Registered holders of Second Lien Notes should follow the delivery and payment instructions provided in the appropriate Registered Holder Subscription Form.

**MOMENTIVE PERFORMANCE MATERIALS INC.
TOP HOLDCO**

4(a)(2) SUBSCRIPTION AGREEMENT

NOTICES

THIS 4(a)(2) SUBSCRIPTION AGREEMENT HAS BEEN PREPARED ON A CONFIDENTIAL BASIS SOLELY FOR THE BENEFIT OF 4(a)(2) ELIGIBLE HOLDERS IN CONNECTION WITH THE 4(a)(2) RIGHTS OFFERING BY MOMENTIVE PERFORMANCE MATERIALS INC. AND TOP HOLDCO (COLLECTIVELY, THE “COMPANY”) PURSUANT TO THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF THE COMPANY AND ITS SUBSIDIARIES THAT COMMENCED JOINTLY ADMINISTERED CASES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (AS SUCH TERM IS HEREINAFTER DEFINED) (THE “PLAN”). ANY REPRODUCTION OR DISTRIBUTION OF THIS 4(a)(2) SUBSCRIPTION AGREEMENT, OR RETRANSMITTAL OF ITS CONTENTS, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. NONE OF THE FOREGOING AUTHORITIES HAVE PASSED UPON, OR ENDORSED THE MERITS OF, THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE STATEMENT WITH RESPECT TO THE DEBTORS’ JOINT CHAPTER 11 PLAN OF REORGANIZATION DATED JUNE 20, 2014 (THE “DISCLOSURE STATEMENT”) PREVIOUSLY DISTRIBUTED. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE. THE SECURITIES WILL BE OFFERED AND SOLD PURSUANT TO THE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY SECTION 4(a)(2) OF THE SECURITIES ACT AND/OR REGULATION D PROMULGATED THEREUNDER AND IN COMPLIANCE WITH ANY APPLICABLE STATE OR NON-U.S. SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THIS 4(a)(2) SUBSCRIPTION AGREEMENT IS NOT AN OFFER TO SELL TO OR A SOLICITATION OF AN OFFER TO BUY FROM, NOR WILL ANY SECURITIES BE OFFERED OR SOLD TO, ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, PURCHASE OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF SUCH JURISDICTION.

THE SECURITIES OFFERED HEREBY MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR PLEDGED, IN WHOLE OR IN PART, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE OR OTHER SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THERE IS NO OBLIGATION ON THE PART OF THE COMPANY OR ANY OTHER PERSON TO REGISTER THE SECURITIES OFFERED HEREBY OTHER THAN IN CERTAIN CASES

AS CONTEMPLATED BY THE PLAN.

THE COMPANY MAKES NO REPRESENTATION TO ANY OFFEREE OR PURCHASER OF THE SECURITIES REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER UNDER APPLICABLE LEGAL INVESTMENT OR SIMILAR LAWS.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS 4(a)(2) SUBSCRIPTION AGREEMENT, THE DISCLOSURE STATEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS AGENTS, OFFICERS OR REPRESENTATIVES, AS LEGAL OR TAX ADVICE. EACH OFFEREE SHOULD CONSULT ITS OWN ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

AS A PURCHASER OF THE SECURITIES IN A PRIVATE PLACEMENT NOT REGISTERED UNDER THE SECURITIES ACT, EACH INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT THE ECONOMIC RISK OF THE INVESTMENT MUST BE BORNE FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. IT IS SPECULATIVE AND SUITABLE ONLY FOR PERSONS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES AND HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT. FURTHER, THIS INVESTMENT SHOULD ONLY BE MADE BY THOSE WHO UNDERSTAND OR HAVE BEEN ADVISED WITH RESPECT TO THE TAX CONSEQUENCES OF AND RISK FACTORS ASSOCIATED WITH THE INVESTMENT AND WHO ARE ABLE TO BEAR THE SUBSTANTIAL ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THEREFORE, INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO RETAIN OWNERSHIP OF THE SECURITIES AND TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO FLORIDA INVESTORS

THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061(11) OF THE FLORIDA SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION. IN ADDITION, THE FLORIDA SECURITIES ACT PROVIDES THAT WHERE SALES ARE MADE TO 5 OR MORE FLORIDA INVESTORS, ALL FLORIDA INVESTORS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE COMPANY, AN AGENT OF THE COMPANY OR AN ESCROW AGENT, OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. TO

ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA PURCHASER TO SEND A LETTER OR TELEGRAM TO THE COMPANY WITHIN SUCH THREE DAY PERIOD, STATING THAT THE PURCHASER IS VOIDING AND RESCINDING THE PURCHASE. IF A PURCHASER SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO INSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING. HOWEVER, THIS RIGHT IS NOT AVAILABLE TO ANY PURCHASER WHO IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, SECURITIES DEALER, INVESTMENT COMPANY (AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER), PENSION OR PROFIT-SHARING TRUST OR QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

NOTICE TO NEW HAMPSHIRE INVESTORS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, 1955, AS AMENDED (“RSA”) WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

4(a)(2) SUBSCRIPTION AGREEMENT

This 4(a)(2) Subscription Agreement (this “4(a)(2) Subscription Agreement”), by and among Momentive Performance Materials Inc. (including any successor as contemplated by the Plan (as defined below)) and Top Holdco (collectively, the “Company”), and the undersigned (the “Subscriber”), shall be deemed executed as of the date the Company executes a counterpart to this 4(a)(2) Subscription Agreement previously executed by the Subscriber.

WHEREAS, on April 13, 2014, the Company and certain of its Affiliates (collectively, the “Debtors”) commenced cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, supplemented or otherwise modified from time to time, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, the Debtors submitted a Disclosure Statement with respect to the Debtors’ Joint Chapter 11 Plan of Reorganization, dated as of June 20, 2014 (the “Disclosure Statement”), to certain holders of claims against the Debtors in connection with the solicitation of acceptances of the Joint Chapter 11 Plan of Reorganization of Momentive Performance Materials Inc. and Certain of its Affiliates, dated as of June 20, 2014 (the “Plan”);

WHEREAS, capitalized terms used but not defined in this 4(a)(2) Subscription Agreement have the meaning given to them in the Plan;

WHEREAS, pursuant to the Plan, each Eligible Holder who validly and timely completes and returns an Accredited Investor Questionnaire to the Subscription Agent (a “4(a)(2) Eligible Holder”) will be granted 4(a)(2) Subscription Rights (as defined below) entitling such 4(a)(2) Eligible Holder to purchase an amount of shares of New Common Stock up to its Pro Rata 4(a)(2) Shares at the Purchase Price, as calculated in accordance with Item 2a of such 4(a)(2) Eligible Holder’s 4(a)(2) Beneficial Holder Subscription Form and the 4(a)(2) Rights Offering Procedures (such offering of the 4(a)(2) Subscription Rights, the “4(a)(2) Rights Offering”);

WHEREAS, the Subscriber has certified that it is a 4(a)(2) Eligible Holder and that it held on the Record Date a claim arising under the Company’s 9.0% Second-Priority Springing Lien Notes due 2021 and 9.5% Second-Priority Springing Lien Notes due 2021 (collectively, the “Second Lien Notes”) set forth in Item 1 of such 4(a)(2) Eligible Holder’s 4(a)(2) Beneficial Holder Subscription Form; and

WHEREAS, the Subscriber wishes to subscribe to purchase 4(a)(2) Shares (as defined below) as set forth herein on the terms and subject to the conditions of the 4(a)(2) Rights Offering and in accordance with the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby represent and agree as follows:

1. SUBSCRIPTION.

(a) The Subscriber hereby agrees to subscribe for that number of 4(a)(2) Offered Shares set forth in Item 2b of such 4(a)(2) Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form (the "4(a)(2) Shares"). The Subscriber will pay to the Subscription Agent the Purchase Price for such 4(a)(2) Shares set forth in Item 2b of such 4(a)(2) Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form, at the time it returns this 4(a)(2) Subscription Agreement to the Subscription Agent, but in no event later than the Subscription Expiration Deadline, by wire transfer of immediately available funds in accordance with the instructions included on Item 3 of such 4(a)(2) Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form.

(b) In the event that funds received by the Subscription Agent in payment for the Subscriber's 4(a)(2) Shares in accordance with the instructions provided with this 4(a)(2) Subscription Agreement are less than the Purchase Price (as set forth in Item 2b of such 4(a)(2) Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form), the number of 4(a)(2) Shares deemed to be purchased by the Subscriber pursuant to this 4(a)(2) Subscription Agreement will be the lesser of (i) the number of 4(a)(2) Shares set forth set forth in Item 2b of such 4(a)(2) Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form and (ii) a number determined by dividing the amount of such funds received in accordance with the instructions included with this 4(a)(2) Subscription Agreement by the Purchase Price and rounding down to the nearest whole number.

(c) Subject to the conditions specified in Section 6, the closing of the issuance of 4(a)(2) Shares contemplated by this 4(a)(2) Subscription Agreement (the "Closing") will take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005, on the Effective Date. The date on which the Closing occurs is the "Closing Date."

(d) In the event the Closing does not take place on or before October 1, 2014, the Subscriber may request any funds sent to the Subscription Agent in payment for such Subscriber's 4(a)(2) Shares in accordance with the instructions provided with this 4(a)(2) Subscription Agreement be promptly returned to the Subscriber. Upon receipt of such request, the Subscription Agent shall promptly, but in any event within six (6) Business Days, return such funds to the Subscriber.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to the Subscriber as of the date hereof as follows:

(a) The Company is and, as of the Effective Date, will be, duly organized and validly existing under the laws of the State of Delaware.

(b) Subject to the entry of the Bankruptcy Court's confirmation order relating to the Plan and occurrence of the Closing, (i) the Company will have the requisite corporate power and authority to execute and deliver this 4(a)(2) Subscription Agreement, (ii) this 4(a)(2)

Subscription Agreement and the consummation by the Company of the transactions contemplated hereby will have been duly authorized by all requisite corporate action and (iii) this 4(a)(2) Subscription Agreement will have been duly and validly executed and delivered by the Company and will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) The 4(a)(2) Shares, when issued in accordance with the provisions hereof, will be validly issued by the Company, and will represent fully paid and nonassessable shares of the Company.

(d) Except for the representations and warranties contained in this Section 2, the Plan and the Disclosure Statement, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or any other information provided to the Subscriber. Neither the Company nor any other Person will have or be subject to any liability or indemnification obligation to the Subscriber or any other Person resulting from the distribution to the Subscriber, or use by the Subscriber of, any such information, documents, projections, forecasts or other material made available to the Subscriber, unless and only to the extent that any such information is included in a representation or warranty contained in this Section 2, the Plan or the Disclosure Statement.

3. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER.

The Subscriber represents and warrants to the Company as of the date hereof as follows:

(a) The Subscriber is an 4(a)(2) Eligible Holder and held on the Record Date the aggregate principal amount of Second Lien Notes set forth on Item 1 of such Eligible Holder's 4(a)(2) Beneficial Holder Subscription Form.

(b) The Subscriber has the requisite corporate or other applicable power and authority to execute and deliver this 4(a)(2) Subscription Agreement and the 4(a)(2) Beneficial Holder Subscription Form, and to perform its obligations hereunder and thereunder. This 4(a)(2) Subscription Agreement and the consummation by the Subscriber of the transactions contemplated hereby have been duly authorized by all requisite action. This 4(a)(2) Subscription Agreement has been duly and validly executed and delivered by the Subscriber and constitutes the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms. Except to the extent the Subscriber is an individual, the Subscriber is a duly organized entity validly existing under the laws of the jurisdiction of its incorporation or formation.

(c) Except as provided under applicable state securities laws and subject to the conditions contained in Section 6, this subscription is and shall be irrevocable, except that the Subscriber shall have no obligation hereunder if this 4(a)(2) Subscription Agreement is for any reason rejected or the 4(a)(2) Rights Offering is for any reason cancelled.

(d) The Subscriber understands that the 4(a)(2) Shares have not been registered under the Securities Act nor qualified under any state securities laws and that the

4(a)(2) Shares are being offered and sold pursuant to an exemption from such registration and qualification requirements based in part upon the Subscriber's representations contained herein.

(e) The Subscriber has read and understands this 4(a)(2) Subscription Agreement, the Plan, the Disclosure Statement and the 4(a)(2) Beneficial Holder Subscription Form and understands the terms and conditions herein and therein and the risks associated with the Company and its business as described in the Disclosure Statement. The Subscriber has, to the extent deemed necessary by the Subscriber, discussed with legal counsel the representations, warranties and agreements that the Subscriber is making herein.

(f) The Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this 4(a)(2) Subscription Agreement, and it is able to bear the economic risk of an investment in the Company. The Subscriber has sufficient financial resources available to support the loss of all or a portion of its investment in the Company, and has no need for liquidity in its investment in the Company.

(g) The Subscriber recognizes that except as described in the Plan and as provided in the Registration Rights Agreement, there is no obligation on the part of the Company or any other Person to register the 4(a)(2) Shares under the Securities Act or any other securities laws. The Subscriber understands that it must bear the economic risk of this investment indefinitely unless its 4(a)(2) Shares are registered pursuant to the Securities Act or an exemption from such registration is available, and unless the disposition of such 4(a)(2) Shares is qualified under applicable state securities laws or an exemption from such qualification is available. The Subscriber further understands that there is no assurance that any exemption from the Securities Act will be available or, if available, that such exemption will allow the Subscriber to Transfer all or part of its 4(a)(2) Shares, in the amounts or at the times the Subscriber might propose.

(h) The Subscriber is acquiring the 4(a)(2) Shares solely for its own account for investment and neither with a view toward, nor any present intention of, Transferring the 4(a)(2) Shares. No other Person has any right with respect to or interest in the 4(a)(2) Shares to be purchased by the Subscriber, nor has the Subscriber agreed to give any Person any such interest or right in the future.

(i) The Subscriber is not a party to any contract with any Person (other than, if applicable, the Backstop Commitment Agreement dated as of May 9, 2014 and any contract giving rise to the expense reimbursement thereunder) that would give rise to a valid claim against the Company or any of its subsidiaries for a brokerage commission, finder's fee or like payment in connection with the Subscriber's investment in the Company.

(j) The Subscriber is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act and that the Accredited Investor Questionnaire completed by the Subscriber sets forth a true, correct and complete statement of the Subscriber's accredited investor status.

(k) No third-party consents or approvals (including governmental consents or

approvals) are required to be obtained, made or given in order to permit the Subscriber to execute and deliver this 4(a)(2) Subscription Agreement and to perform its obligations hereunder.

(l) Neither the execution and delivery of this 4(a)(2) Subscription Agreement by the Subscriber nor the consummation of any of the transactions contemplated hereby will violate or conflict with, or result in a breach of, or constitute a default under (whether upon notice or the passage of time or both) any (i) contract to which the Subscriber is a party or (ii) applicable laws, regulations, orders, judgments and decrees to which the Subscriber is subject.

(m) The Subscriber is not relying upon any information, representation or warranty by the Company other than as set forth in this 4(a)(2) Subscription Agreement, the Plan or the Disclosure Statement. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisors as to the financial, tax, legal and related matters concerning an investment in the 4(a)(2) Shares and on that basis believes that an investment in the 4(a)(2) Shares is suitable and appropriate for the Subscriber.

(n) The foregoing representations and warranties will be true on the date hereof and as of the Closing Date and will survive delivery of this 4(a)(2) Subscription Agreement. If any of such representations and warranties is not true prior to acceptance of this 4(a)(2) Subscription Agreement by the Company or prior to the Closing Date, the Subscriber will give written notice of such fact to the Company, specifying which representations and warranties are not true and the reasons therefor.

4. SUBSCRIBER ACKNOWLEDGMENTS.

The Subscriber further acknowledges the following as of the date hereof and as of the Closing Date:

(a) The 4(a)(2) Shares purchased pursuant hereto will be initially issued in the name of the Subscriber, an Affiliate of the Subscriber or a Related Fund, as indicated on such Subscriber's 4(a)(2) Beneficial Holder Subscription Form.

(b) This 4(a)(2) Subscription Agreement contains its irrevocable firm commitment, subject only to the terms and conditions of this 4(a)(2) Subscription Agreement and the 4(a)(2) Rights Offering, to purchase the 4(a)(2) Shares.

(c) Except to the extent provided in this 4(a)(2) Subscription Agreement, the Plan or the Disclosure Statement, the Company makes no representation or warranty in connection with the purchase of the 4(a)(2) Shares.

(d) No federal or state agency has made or will make any finding or determination as to the adequacy or accuracy of any information provided to the Subscriber in connection with its consideration of its investment in the 4(a)(2) Shares or as to the fairness of this private placement for investment, nor any recommendation or endorsement of the 4(a)(2) Shares.

(e) The Company will be relying on representations, warranties and agreements made by the Subscriber to the Company, and the covenants agreed to by the Subscriber, herein. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the 4(a)(2) Shares. If there is any change in any of the information provided by the Subscriber, or if any of the Subscriber's representations and warranties becomes inaccurate in any respect, the Subscriber will furnish such revised or corrected information to the Company as soon as reasonably practicable, but in any event within six (6) Business Days prior to the Subscription Expiration Deadline.

(f) The Subscriber understands and acknowledges that all calculations, including, to the extent applicable, the calculation of (i) the value of the Subscriber's or any other 4(a)(2) Eligible Holder's Allowed Second Lien Note Claim or (ii) the Subscriber's or any other 4(a)(2) Eligible Holder's Pro Rata 4(a)(2) Shares, shall be made in good faith by the Company with the consent of each of the Requisite Investors (as defined in the Plan) and in accordance with any Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

(g) The Disclosure Statement contains projections. The projections are subjective in many respects and are based on expectations, estimates, opinions and beliefs of the Company's management with respect to its financial condition, business and industry performance, general economic, market and financial conditions and other matters, all of which are difficult to predict and many of which are beyond the Company's control. Accordingly, there can be no assurance that the estimates and assumptions made in preparing the projections will prove accurate or that the forecasts will be realized. In addition, the projections do not and cannot take into account such factors as general economic conditions, unforeseen changes and developments in available technologies and products, the entry into the Company's market of significant additional competitors, natural disasters, the terms and conditions of future financings of the Company, and other risks inherent to the business of the Company. While management believes that the projections reflect the possible future results of the Company's operations, such results cannot be guaranteed. The Subscriber acknowledges that it is prepared for the substantial economic risks involved in the purchase of the 4(a)(2) Shares, including the total loss of its investment. The Company will not be under any duty to update the projections or the risk factors included in the Disclosure Statement prior to or after the Closing Date.

(h) The Subscriber understands that the 4(a)(2) Shares will bear a restrictive legend in substantially the following form, in addition to any legend imposed or required by the Company's organizational documents or other applicable securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE
WERE ISSUED ON [DATE OF ISSUANCE], HAVE NOT
BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED (THE "ACT"), OR ANY OTHER
APPLICABLE STATE SECURITIES LAWS, AND MAY NOT
BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN

EFFECTIVE REGISTRATION STATEMENT UNDER THE
ACT OR AN AVAILABLE EXEMPTION FROM
REGISTRATION THEREUNDER.

5. [RESERVED]

6. CONDITIONS TO CLOSING.

(a) Conditions to Each Party's Obligations. The respective obligations of the Subscriber and the Company to consummate the transactions contemplated by this 4(a)(2) Subscription Agreement are subject to the simultaneous occurrence of the Effective Date.

(b) Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this 4(a)(2) Subscription Agreement with the Subscriber are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(i) All representations and warranties of the Subscriber in Section 3 of this 4(a)(2) Subscription Agreement must be true, correct and complete in all respects on the Closing Date;

(ii) All acknowledgments of the Subscriber in Section 4 of this 4(a)(2) Subscription Agreement must be true, correct and complete in all respects on the Closing Date;

(iii) The Plan shall have been confirmed by the Bankruptcy Court; and

(iv) Compliance by the Subscriber with the 4(a)(2) Rights Offering Procedures governing the 4(a)(2) Rights Offering, including payment by the Subscriber of the Purchase Price.

(c) Conditions to Obligations of the Subscriber. The obligations of the Subscriber to consummate the transactions contemplated by this 4(a)(2) Subscription Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(i) All representations and warranties of the Company in Section 2 of this 4(a)(2) Subscription Agreement must be true and correct in all material respects on the Closing Date; and

(ii) Compliance by the Company with the 4(a)(2) Rights Offering Procedures governing the 4(a)(2) Rights Offering;

7. TERMINATION.

This 4(a)(2) Subscription Agreement will terminate upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote and (ii) December 31, 2014. In the

event this 4(a)(2) Subscription Agreement is terminated, any payments received pursuant to Section 1(a) of this 4(a)(2) Subscription Agreement will be returned to the Subscriber as soon as reasonably practicable, but in any event, within six (6) Business Days.

8. INTERPRETATION OF THIS 4(A)(2) SUBSCRIPTION AGREEMENT.

(a) Terms Defined. As used in this 4(a)(2) Subscription Agreement, the following terms have the respective meanings set forth below:

“4(a)(2) Rights Offering Instructions”: The instructions included as Schedule 1A hereto.

“4(a)(2) Shares”: Has the meaning set forth in Section 1 of the 4(a)(2) Rights Offering Procedures included as Exhibit A hereto.

“4(a)(2) Beneficial Holder Subscription Form”: The subscription form to be completed by 4(a)(2) Eligible Holders included as Schedule 1B hereto.

“4(a)(2) Offered Shares”: 27,065,701 shares of New Common Stock to be offered to 4(a)(2) Eligible Holders in the 4(a)(2) Rights Offering

“4(a)(2) Subscription Rights”: The non-Transferable, non-certificated subscription rights to purchase 4(a)(2) Offered Shares in connection with the 4(a)(2) Rights Offering on the terms and subject to the conditions set forth in the Plan, the 4(a)(2) Rights Offering Procedures and this 4(a)(2) Subscription Agreement.

“Accredited Investor”: Shall mean an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act.

“Affiliate”: With respect to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including with its correlative meanings, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by agreement, contract, obligation, promise, undertaking or understanding, whether written or oral, or otherwise).

“Allowed Second Lien Note Claims”: A claim arising by virtue of an Eligible Holder holding Second Lien Notes as of the Record Date and as allowed by the Plan.

“Business Day”: Any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

“Debtors”: The Company, Juniper Bond Holdings I LLC, Juniper Bond Holdings II LLC, Juniper Bond Holdings III LLC, Juniper Bond Holdings IV LLC, Momentive Performance Materials China SPV Inc., Momentive Performance Materials Holdings Inc., Momentive Performance Materials Quartz, Inc., Momentive Performance Materials South America Inc., Momentive Performance Materials USA Inc., Momentive Performance Materials Worldwide Inc. and MPM Silicones, LLC.

“Effective Date”: The date the Plan becomes effective.

“Eligible Holder”: Any holder of an Allowed Second Lien Note Claim as of the Record Date.

“Master 4(a)(2) Subscription Form”: The subscription form to be completed by the Nominee of any beneficial holders of Second Lien Notes included as Schedule 1C hereto.

“New Common Stock”: Has the meaning set forth in the Plan.

“Nominee”: Broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee, as applicable.

“Person”: An individual, partnership, limited liability company, joint-stock company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

“Pro Rata 4(a)(2) Shares”: The number of 4(a)(2) Shares that a 4(a)(2) Eligible Holder can subscribe for in the 4(a)(2) Rights Offering, which is equal to (a) the total number of 4(a)(2) Offered Shares multiplied by (b) the quotient obtained by dividing (i) the aggregate value of all Allowed Second Lien Note Claims held by such 4(a)(2) Eligible Holder as of the Record Date by (ii) the aggregate value of all Allowed Second Lien Note Claims held by all 4(a)(2) Eligible Holders as of the Record Date.

“Purchase Price”: means \$17.28 per share.

“Record Date”: June 19, 2014.

“Related Fund”: With respect to the Subscriber, any fund, account or investment vehicle that is controlled or managed by (a) the Subscriber, (b) an Affiliate of the Subscriber or (c) the same investment manager or advisor as the Subscriber or an Affiliate of such investment manager or advisor.

“Subscription Agent”: KCC, or any other entity designated as such by the Company, in its capacity as a subscription agent and escrow agent in connection with the 4(a)(2) Rights Offering.

“Subscription Commencement Date”: The date on which 4(a)(2) Subscription Agreements are first sent to 4(a)(2) Eligible Holders.

“Subscription Expiration Deadline”: 5:00 p.m. New York City Time on August 1, 2014, the date by which properly completed 4(a)(2) Subscription Agreements and the Purchase Price will be required to be delivered to the Subscription Agent as provided in the 4(a)(2) Subscription Agreements.

“Subscription Period”: The period beginning on the Subscription Commencement Date and ending on the Subscription Expiration Deadline.

“Transfer”: With respect to any object, any resale, sale, transfer, assignment, pledge, hypothecation, participation, donation, or other disposition or encumbrance, direct or indirect (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in such object).

(b) Directly or Indirectly. Where any provision in this 4(a)(2) Subscription Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such Person.

(c) Governing Law; Jurisdiction. THIS 4(a)(2) SUBSCRIPTION AGREEMENT, AND ALL CLAIMS ARISING OUT OF OR RELATING THERETO, WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. THE SUBSCRIBER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHITE PLAINS AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*.

(d) Section Headings. The headings of the sections and subsections of this 4(a)(2) Subscription Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof.

(e) Construction. This 4(a)(2) Subscription Agreement has been freely and fairly negotiated between the parties. If an ambiguity or question of intent or interpretation arises, this 4(a)(2) Subscription Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this 4(a)(2) Subscription Agreement. The words “include”, “includes”, and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this 4(a)(2) Subscription Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this 4(a)(2) Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited.

9. MISCELLANEOUS.

(a) Notices.

(i) The Subscriber acknowledges that a completed and signed copy of this 4(a)(2) Subscription Agreement, the 4(a)(2) Beneficial Holder Subscription Form or Master 4(a)(2) Subscription Form, as applicable, together with payment of the Purchase Price, must be received by the Subscription Agent in accordance with the instructions included herewith prior to the Subscription Expiration Deadline for the subscription contemplated hereby to be valid.

(ii) Except as otherwise provided in this 4(a)(2) Subscription Agreement, following execution of this 4(a)(2) Subscription Agreement, all demands, notices, requests, consents and other communications under this 4(a)(2) Subscription Agreement must be in writing, sent contemporaneously to all of the notice parties set forth below and deemed given when delivered, if delivered by hand or upon confirmation of transmission, if delivered by facsimile, or if no response to the effect that an email cannot be delivered to the sender is received within two (2) hours, if delivered by email, during standard business hours (from 8:00 A.M. to 6:00 P.M. at the place of receipt) at the addresses and facsimile numbers set forth below:

(A) if to the Subscriber, at its address or facsimile number shown on the 4(a)(2) Beneficial Holder Subscription Form, or at such other address or facsimile number as the Subscriber may have furnished the Company and the Subscription Agent in writing; and

(B) if to the Company, at (or at such other address or facsimile number as it may have furnished in writing to the Subscriber):

Momentive Performance Materials Inc. and Top HoldCo
260 Hudson River Road
Waterford, New York 12188
Facsimile: (614) 225-4127
Attention: Douglas A. Johns

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Facsimile: (212) 728-8111
Attention: Matthew Feldman
Cristopher Greer

(b) Expenses and Taxes. The Company will pay, and hold the Subscriber harmless from any and all liabilities (including interest and penalties) with respect to, or resulting from any delay or failure in paying, stamp and other taxes (other than income taxes), if any,

which may be payable or determined to be payable on the execution and delivery of this 4(a)(2) Subscription Agreement or acquisition of the 4(a)(2) Shares pursuant to this 4(a)(2) Subscription Agreement.

(c) Reproduction of Documents. This 4(a)(2) Subscription Agreement and all documents relating hereto may not be reproduced or distributed by the Subscriber without the prior written consent of the Company.

(d) Assignment; Successors. This 4(a)(2) Subscription Agreement is not assignable by the Subscriber without the prior written consent of the Company. This 4(a)(2) Subscription Agreement and the rights, powers and duties set forth herein will inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(e) Entire Agreement; Amendment and Waiver. This 4(a)(2) Subscription Agreement constitutes the entire understanding of the parties hereto and supersedes all prior understandings among such parties with respect to the matters covered herein. This 4(a)(2) Subscription Agreement may be amended, and the observance of any term of this 4(a)(2) Subscription Agreement may be waived, with (and only with) the written consent of the Company and the Subscriber.

(f) Severability. If any provision of this 4(a)(2) Subscription Agreement or the application of such provision to any Person or circumstance is held to be invalid by any court of competent jurisdiction, the remainder of this 4(a)(2) Subscription Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid will not be affected thereby.

(g) Counterparts; Facsimile and PDF Signatures. This 4(a)(2) Subscription Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The exchange of copies of this 4(a)(2) Subscription Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this 4(a)(2) Subscription Agreement as to the parties hereto and may be used in lieu of the original 4(a)(2) Subscription Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Please indicate your acceptance and approval of the foregoing in the space provided below.

ACCEPTED AND APPROVED

as of the ___ day of _____, 2014

SUBSCRIBER: _____
(Please provide full legal name)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

City: _____ State: _____

Postal Code: _____

Country: _____

Telephone: _____ Facsimile: _____

Email Address: _____

If U.S. person, check here and attach IRS Form W-9: U.S. person

If Non-U.S. person, check here and attach appropriate IRS Form W-8: Non-U.S. person

Momentive Performance Materials Inc.

Name:
Title:

Top HoldCo

Name:
Title:

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

**4(a)(2) BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR 4(a)(2) RIGHTS OFFERING**

FOR USE BY 4(a)(2) ELIGIBLE HOLDERS AND COMMITMENT PARTIES

**IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED JUNE 20, 2014**

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. New York City Time on August 1, 2014.

Please note that your 4(a)(2) Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and 4(a)(2) Subscription Agreement must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master 4(a)(2) Subscription Form along with completing wire transfer of the aggregate Purchase Payment to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your 4(a)(2) Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Please consult the Plan, the 4(a)(2) Subscription Agreement and the 4(a)(2) Rights Offering Procedures for additional information with respect to this 4(a)(2) Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan.

Item 1. Amount of Second Lien Notes.

I certify that I am a beneficial holder of Second Lien Notes in the following principal amount as of the Record Date (insert amount on the line below) or that I am the authorized signatory of that beneficial holder. For purposes of this 4(a)(2) Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Second Lien Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately).

[Insert principal amount of Second Lien Notes held at the Record Date]

Item 2. Rights.

2a. Calculation of Maximum Number of 4(a)(2) Shares. The maximum number of 4(a)(2) Shares for which you may subscribe is calculated as follows:

BENEFICIAL HOLDER SUBSCRIPTION FORM AND THE SIGNED 4(a)(2) SUBSCRIPTION AGREEMENT IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER 4(a)(2) SUBSCRIPTION FORM ALONG WITH THE APPROPRIATE FUNDS TO THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Certification.

I certify that (i) as of the date hereof, the undersigned was the beneficial holder of the Second Lien Notes set forth in Item 1 above at the Record Date and will continue to be the beneficial owner thereof through the Subscription Expiration Deadline, (ii) I have received a copy of the Plan, the Disclosure Statement, the 4(a)(2) Subscription Agreement, the 4(a)(2) Rights Offering Procedures and the 4(a)(2) Rights Offering Instructions and (iii) I understand that the exercise of my rights under the 4(a)(2) Rights Offering is subject to all the terms and conditions set forth in the Plan, the 4(a)(2) Subscription Agreement and the 4(a)(2) Rights Offering Procedures.

By electing to subscribe for the amount of 4(a)(2) Shares designated under Item 2b above, I am hereby instructing my Nominee to arrange for (i) the completion and delivery of its Master 4(a)(2) Subscription Form to the Subscription Agent and (ii) payment of the Purchase Price on or before the Subscription Agreement Deadline.

I acknowledge that, by executing the 4(a)(2) Subscription Agreement and this 4(a)(2) Beneficial Holder Subscription Form, the undersigned 4(a)(2) Eligible Holder has elected to subscribe for the number of 4(a)(2) Shares designated under Item 2b above and will be bound to pay for the 4(a)(2) Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of 4(a)(2) Eligible Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

If Commitment Party, check here

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

Please indicate on the lines provided below the 4(a)(2) Eligible Holder's name and address as you would like it to be reflected on the Debtors' records for the 4(a)(2) Shares should they need to be registered in your name:

Registration Name(s)/ Name(s) of Affiliate(s) or Related Fund(s) in Whose Name 4(a)(2) Shares Should be Issued:

Number of 4(a)(2) Shares: _____

Registration Line 1: _____

Registration Line 2: _____
(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

Number of 4(a)(2) Shares: _____

Registration Line 1: _____

Registration Line 2: _____
(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

Number of 4(a)(2) Shares: _____

Registration Line 1: _____

Registration Line 2: _____
(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

PLEASE RETURN THIS 4(a)(2) BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) AND THE 4(a)(2) SUBSCRIPTION AGREEMENT ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE REVIEW AND COMPLETE THE ACCREDITED INVESTOR QUESTIONNAIRE ATTACHED AS EXHIBIT A BELOW.

EXHIBIT A

IMPORTANT

4(a)(2) Eligible Holder

IN ORDER FOR ELIGIBLE HOLDERS TO PARTICIPATE IN THE 4(a)(2) RIGHTS OFFERING, SUCH ELIGIBLE HOLDERS MUST COMPLETE THIS ACCREDITED INVESTOR QUESTIONNAIRE. ANY BENEFICIAL OWNER THAT INDICATES “NO” IN QUESTION 1 BELOW IS NOT ELIGIBLE TO PARTICIPATE IN THE 4(a)(2) OFFERING.

Question 1. As of the Record Date, is the Beneficial Owner submitting this 4(a)(2) Beneficial Holder Subscription Form an “Accredited Investor”? _____YES _____NO

If Yes, please indicate which category (e.g., (1) through (8) of the definition of “Accredited Investor” on Annex A hereto) the beneficial Owner falls under. _____

Definition of an “Accredited Investor”

“Accredited Investor” (pursuant to Rule 501 promulgated under the Securities Act of 1933, as amended (the “Act”)) means any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(i) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(ii) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(iii) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(iv) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(v) Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1,000,000;²

(vi) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(vii) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

(viii) Any entity in which all of the equity owners are accredited investors.

² Net worth for this purpose means total assets (excluding primary residence but including personal property and other assets) in excess of total liabilities. (In calculating net worth, the related amount of indebtedness secured by the primary residence up to its fair market value may also be excluded. Indebtedness secured by the residence in excess of the value of the home should be considered a liability and deducted from net worth.)

**MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC.
TOP HOLDCO**

**MASTER 4(a)(2) SUBSCRIPTION FORM
FOR 4(a)(2) RIGHTS OFFERING**

FOR USE BY 4(a)(2) ELIGIBLE HOLDERS AND COMMITMENT PARTIES

**IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED JUNE 20, 2014**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Momentive Performance Materials Inc.'s 9.0% Second-Priority Springing Lien Notes due 2021 and 9.5% Second-Priority Springing Lien Notes due 2021 (collectively, the "Second Lien Notes") issued by Momentive Performance Materials Inc. pursuant to an indenture dated as of November 5, 2010 (as further amended, supplemented or otherwise modified, together with ancillary documents), with The Bank of New York Mellon Trust Company, N.A., as indenture trustee, and certain direct and indirect subsidiaries of Momentive Performance Materials Inc. as guarantors thereto.

YOUR MASTER 4(a)(2) SUBSCRIPTION FORM, COPIES OF THE 4(a)(2) BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND 4(a)(2) SUBSCRIPTION AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 5:00 P.M. (NEW YORK CITY TIME) ON AUGUST 1, 2014, (THE "SUBSCRIPTION EXPIRATION DEADLINE") OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER 4(a)(2) SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER 4(a)(2) SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN, THE 4(a)(2) SUBSCRIPTION AGREEMENT AND THE 4(a)(2) RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER 4(a)(2) SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT AT (917) 281-4800.

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

- Is a broker, bank or other nominee for the beneficial holders of the Second Lien Notes listed in Item 2 below, and is the registered holder of such Second Lien Notes, or

- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Second Lien Notes listed in Item 2 below.

Item 2. Second Lien Notes Beneficial Holder Information.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Second Lien Notes, as identified by their respective account numbers, that have delivered duly completed 4(a)(2) Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary)

Customer Account Number for each Beneficial Holder	Principal Amount of Second Lien Notes held as of Record Date	X Rights Factor =	Maximum number of 4(a)(2) Shares (Round down to nearest whole number)	Number of 4(a)(2) Shares Beneficial Holder Elects to Purchase	Total Purchase Price: (4(a)(2) Shares X \$17.28 subscription price)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

Item 3. Payment and Delivery Instructions

All cash payments with respect to the exercise of 4(a)(2) Subscription Rights that are being transmitted by this Master 4(a)(2) Subscription Form shall be made by wire transfer of immediately available funds in accordance with the instructions set forth below.

Account Name :	Computershare Inc AAF for KCC Client Funding-Momentive
Bank Account No.:	4426855330
ABA/Routing No.:	026009593
Bank Name:	Bank of America

Bank Address:	New York, NY
Reference:	Funding for Momentive Rights Offer

Please email, mail or deliver your completed subscription form (together with any duly completed and received 4(a)(2) Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) and 4(a)(2) Subscription Agreements) to:

KCC
1290 Avenue of the Americas, 9th Floor
New York, New York 10104
Attn: Momentive Rights Offer
Tel#: (917) 281-4800
Email: MPMinfo@kccllc.com

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS MASTER 4(a)(2) SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED 4(a)(2) BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) AND EXECUTED 4(a)(2) SUBSCRIPTION AGREEMENTS, ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE AND PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (5:00 P.M. NEW YORK CITY TIME ON AUGUST 1, 2014).

ADDITIONAL INSTRUCTIONS IF YOU ARE RETURNING FORMS VIA EMAIL

PROPERLY EXECUTED MASTER 4(a)(2) SUBSCRIPTION FORMS ALONG WITH RESPECTIVE 4(a)(2) BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND 4(a)(2) SUBSCRIPTION AGREEMENTS CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT MPMINFO@KCCLLC.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER 4(a)(2) SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS MAILED OR DELIVERED TO THE SUBSCRIPTION AGENT PROMPTLY THEREAFTER.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master 4(a)(2) Subscription Form (i) it is the authorized signatory of such beneficial holder of the amount of Second Lien Notes listed under Item 1 of the 4(a)(2) Beneficial Holder Subscription Form, (ii) the beneficial holder is entitled to participate in the 4(a)(2) Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the 4(a)(2) Subscription Agreement, the 4(a)(2) Rights Offering Procedures and the 4(a)(2) Rights Offering Instructions and other applicable materials and (iv) true and correct copies of the 4(a)(2) Beneficial Holder Subscription Form have been received from each beneficial holder.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

U.S. Federal Tax EIN/SSN (optional): _____

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____