POLYPORE INTERNATIONAL INC Date: 2013-05-15

1.1 Re-elect Charles L. Cooney **For**

1.2 Re-elect David A. Roberts **For**

1.3 Re-elect Robert B. Toth **Withhold**

President, Chief Executive Officer and Chairman of the Board. Combined roles at the top of the Company. It is considered to be best practice for these positions to be separated with a Chief Executive responsible for the running of the business and the Chairman responsible for the functioning of the Board.

2 Appoint the auditors **Oppose**

Ernst & Young LLP proposed. Non-audit fees were approximately 35% of audit fees during the year under review. Non-audit fees over a two year basis were approximately 36% of audit fees. This level of non-audit fees may create a potential conflict of interest on the part of the independent auditor.

3 Advisory Vote to Approve Named Executive Officer Compensation **Oppose**

Executive Compensation is comprised of a Base Salary, Annual Incentive Bonuses, Long-term Equity Compensation and Other Benefits. The size of the annual incentive bonus pool is based on achievement of target levels of Company Adjusted EBITDA, but can be adjusted up or down in the discretion of the Compensation Committee based on Company performance. As target was not reached, no annual bonuses were paid in 2012. In case annual bonus is being paid, each executive has specific performance targets to achieve in order to be paid (individual or business unit goals). Those targets were not disclosed. On target bonus for the CEO represents 100% of base salary. No cap has been disclosed. All of the long-term equity incentives granted to Named Executive Officers have been in the form of stock options. Vesting period is three years, with a third vesting each year. Targets under the LTIP are not disclosed. In 2012 the Compensation Committee did not issue any stock options or other long-term incentive compensation to the Named Executive Officers. However, maximum reward under this scheme can be potentially excessive as no cap has been disclosed. In 2011, CEO's variable compensation amounted 23 times his base salary.

In case of change in control, the CEO is eligible to receive: (i) a lump sum cash payment equal to three times the annual base salary; (ii) a lump sum cash payment equal to three times the annual bonus; (iii) continuation of certain benefits for three years, including participation in the medical, dental, vision, long-term disability and life insurance plans. All stock options will remain exercisable for the shorter of the original term of the options, and three years following the termination date. Due to our concerns, we oppose.