

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

PNG VENTURES, INC., *et al.*¹

Debtors.

CHAPTER 11

CASE NO. 09-13162 (CSS)

~~(Joint Administration Pending)~~

(Jointly Administered)

DEBTORS' FIRST AMENDED PLAN OF REORGANIZATION
OF PNG VENTURES, INC.

Dated: ~~September 9,~~ December 24, 2009

FOX ROTHSCHILD LLP

~~L. Jason Cornell, Esquire (Bar No. 3821)~~

Eric M. Suttty (Bar No. 4007)

919 North Market Street, Suite 1300

Wilmington, DE 19899-2323

(302) 654-7444; (302) 656-8920 (fax)

~~Jason Cornell, Esquire (3821)~~

Eric M. Suttty, Esquire (4007)

~~jeornell~~esuttty@foxrothschild.com

Hal L. Baume, Esquire (HB 6668)

Martha B. Chovanes, Esquire (MC 3210)

Joseph R. Zapata, Jr. (JZ 0671)

997 Lenox Drive, Bldg. 3

Lawrenceville, NJ 08648

(609) 896-3600; (609) 896-1469 (fax)

hbaume@foxrothschild.com

mchovanes@foxrothschild.com

jzapata@foxrothschild.com

¹ The Debtors herein are New Earth LNG, LLC, PNG Ventures, Inc., Arizona LNG, LLC, Applied LNG Technologies USA, LLC, Fleet Star, Inc. and Earth Leasing, Inc.

~~Proposed~~ Counsel for PNG Ventures, Inc., et. al.
Debtors and Debtors In Possession

TABLE OF CONTENTS

ARTICLE I INTRODUCTION	1
ARTICLE II DEFINITIONS AND CONSTRUCTION OF TERMS	1
2.1 Defined Terms	1
2.2	
<u>Construction.....</u>	<u>1</u>
<u>2.1</u> Administrative Expense	<u>1</u> 2
<u>2.2</u> Allowed.....	<u>2</u>
2.3 Allowed 2 <u>Administrative Expense</u>	<u>3</u>
2.4 Allowed Administrative Expense	2
2.5 Allowed General Unsecured Claim	2
2.6 ALT	2
<u>2.4</u> Allowed General Unsecured Claim	<u>3</u>
<u>2.5</u> ALT	<u>3</u>
<u>2.6</u> Assigned Preference Actions.....	<u>3</u>
2.7 Arizona.....	3
2.8 Ballot.....	3
2.9 Bankruptcy Code	3
2.10 Bankruptcy Court.....	3
2.11 Bar Date	3
2.12 Bankruptcy Rules.....	3 <u>4</u>
<u>2.12</u> Bar Date	<u>4</u>
2.13 BFI	3 <u>4</u>
2.14 BFI Secured Claim.....	3 <u>4</u>
2.15 Business Day.....	4
2.16 Cash.....	4
2.17 Castlerigg	4
2.18 Causes of Action	4 <u>5</u>
2.19 Chapter 11 Case	4 <u>5</u> <u>Cases</u>
2.20 Claim.....	4 <u>5</u>
2.21 Class.....	4 <u>5</u>
2.22 Collateral.....	4 <u>5</u>
2.23 Confirmation	5
2.24 Confirmation Hearing	5 <u>6</u> <u>Fund Reserve</u>
2.25 Confirmation Order	5 <u>6</u> <u>Funds</u>
2.26 Cure	5
2.27 Creditor	5
<u>2.26</u> Confirmation Hearing	<u>6</u>
<u>2.27</u> Confirmation Order.....	<u>6</u>
2.28 <u>Creditor</u>	<u>6</u>
<u>2.29</u> Creditor Claim Reserve.....	<u>6</u>
<u>2.30</u> Creditor Fund.....	<u>7</u>
<u>2.31</u> Creditor Stock	<u>7</u>
<u>2.32</u> Creditor Trust Expense Reserve	<u>7</u>

<u>2.33</u>	<u>Creditor Trustee.....</u>	<u>7</u>
<u>2.34</u>	<u>Creditor Trust</u>	<u>8</u>
<u>2.35</u>	<u>Creditor Trust Agreement</u>	<u>8</u>
<u>2.36</u>	<u>Creditor Trust Assets</u>	<u>8</u>
<u>2.37</u>	<u>Creditors' Committee.....</u>	<u>58</u>
<u>2.38</u>	<u>Cure.....</u>	<u>8</u>
2.29 <u>2.39</u>	<u>Debt.....</u>	<u>69</u>
2.30	Debtors.....	62.40 <u>Debtors</u>
<u>2.41</u>	<u>Disbursing Agent.....</u>	<u>9</u>
2.31 <u>2.42</u>	<u>Disclosure Statement.....</u>	<u>69</u>
2.32 <u>2.43</u>	<u>Disputed Claim</u>	<u>69</u>
2.33 <u>2.44</u>	<u>Distribution Date.....</u>	<u>69</u>
2.34 <u>2.45</u>	<u>Earth Leasing</u>	<u>610</u>
2.35 <u>2.46</u>	<u>Effective Date.....</u>	<u>610</u>
2.36 <u>2.47</u>	<u>Equity Interest.....</u>	<u>711</u>
<u>2.48</u>	<u>Excise Tax Rebate.....</u>	<u>11</u>
2.37 <u>2.49</u>	<u>Fleet.....</u>	<u>811</u>
2.38 <u>2.50</u>	<u>Final Order</u>	<u>811</u>
2.39 <u>2.51</u>	<u>General Unsecured Claim</u>	<u>811</u>
2.40 <u>2.52</u>	<u>Greenfield.....</u>	<u>811</u>
2.41 <u>2.53</u>	<u>Greenfield Secured Claim</u>	<u>812</u>
2.42 <u>2.54</u>	<u>Holder.....</u>	<u>812</u>
2.43 <u>2.55</u>	<u>Impaired</u>	<u>812</u>
2.44 <u>2.56</u>	<u>Lien</u>	<u>912</u>
2.45 <u>2.57</u>	<u>Medley</u>	<u>912</u>
2.46 <u>2.58</u>	<u>Medley Secured Claim.....</u>	<u>912</u>
2.47 <u>2.59</u>	<u>New Earth</u>	<u>912</u>
2.48 <u>2.60</u>	<u>New PNG Common Stock</u>	<u>912</u>
2.49	New Subsidiary Common Stock.....	9
2.50 <u>2.61</u>	<u>Non Professional Administrative Expense Claim.....</u>	<u>913</u>
2.51	Old Equity Interests	9
2.52 <u>2.62</u>	<u>Old Equity Interest Holder</u>	<u>913</u>
<u>2.63</u>	<u>Old Equity Interests.....</u>	<u>13</u>
2.53 <u>2.64</u>	<u>Person.....</u>	<u>1013</u>
2.54 <u>2.65</u>	<u>Petition Date.....</u>	<u>1013</u>
2.55	Plan	10
2.56	PNG.....	10
<u>2.66</u>	<u>Plan.....</u>	<u>13</u>
<u>2.67</u>	<u>PNG</u>	<u>13</u>
<u>2.68</u>	<u>Preference Action Recoveries</u>	<u>13</u>
<u>2.69</u>	<u>Preference Actions</u>	<u>13</u>
2.57 <u>2.70</u>	<u>Priority Non-Tax Claim</u>	<u>1014</u>
2.58 <u>2.71</u>	<u>Priority Tax Claim</u>	<u>1014</u>
2.59 <u>2.72</u>	<u>Priority Tax Creditor.....</u>	<u>1014</u>
2.60 <u>2.73</u>	<u>Proceeding.....</u>	<u>1014</u>
2.61 <u>2.74</u>	<u>Professional Claims.....</u>	<u>1014</u>

2.62 <u>2.75</u>	Professional Persons	11 <u>14</u>
2.63 <u>2.76</u>	Projections.....	11 <u>14</u>
2.64 <u>2.77</u>	Proponent	11 <u>14</u>
2.65 <u>2.78</u>	Pro Rata, Ratable or Ratable Share	11 <u>14</u>
2.66 <u>2.79</u>	Reorganized Debtors.....	11 <u>15</u>
2.67 <u>2.80</u>	Reorganized PNG	11 <u>15</u>
2.68 <u>2.81</u>	Schedules	11 <u>15</u>
2.69 <u>2.82</u>	Secured Claim	11 <u>15</u>
2.70 <u>2.83</u>	Voting Deadline	12 <u>15</u>
2.71	Other Definitions.....	12
2.72	Construction.....	12

ARTICLE III TREATMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY

TAX CLAIMS	12 <u>15</u>
3.1 Administrative Expense Claims.....	12 <u>16</u>
3.2 Professional Claims 13	16 <u>16</u>
3.3 Statutory Fees 13	17 <u>17</u>
3.4 Administrative Claims Other Than Ordinary Course Or Professional Person Claims And Administrative Claim Bar Date.....	14 <u>17</u>
3.5 Priority Tax Claims.....	14 <u>18</u>

ARTICLE IV CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY

INTERESTS	15 <u>19</u>
4.4.1 General Overview 15	19 <u>19</u>
4.2 Substantive Consolidation	19 <u>19</u>
4.1 4.3 Designation of Classes Under the Plan.....	15 <u>21</u>
4.2 4.4 Treatment of Classes.....	16 <u>21</u>

ARTICLE V PROCEDURES FOR RESOLVING AND TREATING DISPUTED

ADMINISTRATIVE EXPENSE CLAIMS AND GENERAL UNSECURED CLAIMS	21 <u>28</u>
5.1 Objections to and Resolution of Administrative Expense Claims and Claims.	21 <u>28</u>
5.2 No Distribution Pending Allowance 22	28 <u>28</u>
5.3 Estimation 22	29 <u>29</u>
5.4 Reserve for Disputed General Unsecured Claims 23	29 <u>29</u>
5.5 Allowance and Payment of Disputed Claims 23	29 <u>29</u>
5.6 Release of Funds from Disputed General Unsecured Creditor Claims Reserve 24	30 <u>30</u>

ARTICLE VI ACCEPTANCE OR REJECTION OF THE PLAN

6.1 Voting of Claims 24	30 <u>30</u>
6.2 Elimination of Vacant Classes 24	30 <u>30</u>
6.3 Nonconsensual Confirmation 24	31 <u>31</u>

ARTICLE VII EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Executory Contracts and Unexpired Leases To Be Assumed 25	31 <u>31</u>
--	-------------------------

7.2	Approval of Rejection.....	25 <u>31</u>
7.3	Approval of Assumption.....	25 <u>32</u>
7.4	Cure of Default	25 <u>32</u>
7.5	Objections to Assumption of Executory Contracts and Unexpired Leases- 26	32 <u>32</u>
7.6	Deadline for Rejection Damages Claims- 26	33 <u>33</u>
7.7	Compensation and Benefit Programs- 27	34 <u>34</u>
ARTICLE VIII MEANS FOR IMPLEMENTATION OF THE PLAN.....		28 <u>34</u>
8.1	Cash.....	28
8.1	Sources of Consideration for Plan Distributions.	34 <u>34</u>
8.2	Post-confirmation Operations- 29	36 <u>36</u>
8.3	Cancellation and Issuance of Securities.....	29 <u>36</u>
8.4	<u>Creditor Trust.</u>	<u>39</u>
8.5	Treatment of Disputed and Contingent Claims	43 <u>43</u>
8.6	Access to Books	44 <u>44</u>
8.7	Distributions Under the Plan.....	32 <u>45</u>
8.5 8.8	Post-Confirmation Management.....	34 <u>47</u>
8.6 8.9	Corporate Action.....	35 <u>48</u>
8.7 8.10	Dissolution of Creditors' Committee	35 <u>48</u>
ARTICLE IX CONDITIONS TO EFFECTIVE DATE.....		36 <u>49</u>
ARTICLE X RETENTION OF JURISDICTION		37 <u>50</u>
10.1	Jurisdiction of the Bankruptcy Court- 37	50 <u>50</u>
10.2	Failure Of Bankruptcy Court To Exercise Jurisdiction- 39	52 <u>52</u>
ARTICLE XI EFFECT OF CONFIRMATION OF THE PLAN.....		39 <u>52</u>
11.1	Discharge- 39	52 <u>52</u>
11.2	Binding Effect of Plan/Injunction- 40	53 <u>53</u>
11.3	Releases.....	41 <u>41</u>
11.3	Releases by Creditors and Equity Security Holders.....	54 <u>54</u>
11.4	Exculpation and Limitation of Liability- 42	55 <u>55</u>
11.5	No Limitations on Effect of Confirmation.....	43 <u>56</u>
11.6	Revesting of Property in the Debtor	43 <u>Debtors.56</u>
11.7	Preservation of Causes of Action- 44	57 <u>57</u>
11.8	Maintenance of Administrative Expense Claim Status Post- Discharge- 45	57 <u>57</u>
ARTICLE XII OTHER PLAN PROVISIONS.....		45 <u>58</u>
12.1	Governing Law- 45	58 <u>58</u>
12.2	Notices- 45	58 <u>58</u>
12.3	Post-Effective Date Fees and Expenses- 46	59 <u>59</u>
12.4	Compliance With Tax Requirements- 46	59 <u>59</u>
12.5	No Admissions or Waivers- 46	59 <u>59</u>
12.6	Severability- 47	60 <u>60</u>
12.7	Successors And Assigns- 47	60 <u>60</u>

12.8	Reliance-47.....	<u>60</u>
12.9	Bar Date for Administrative Expense Claims-47.....	<u>60</u>
12.10	Withdrawal or Modification of The Plan-48.....	<u>61</u>
12.11	Headings-49.....	<u>62</u>
12.12	Exhibits/Schedules-49.....	<u>62</u>
12.13	Good Faith-49.....	<u>62</u>
12.14	Post-Confirmation Conversion/Dismissal-49.....	<u>62</u>
12.15	Post-Confirmation Quarterly Fees-50.....	<u>63</u>
12.16	Entire Agreement.....	<u>5063</u>

EXHIBITS:

EXHIBIT A – Rejected Contracts

EXHIBIT B – Assumed Contracts

~~EXHIBIT C – Board of Directors~~

ARTICLE I

INTRODUCTION

PNG Ventures, Inc. (the “Debtors”) are the Debtors and Debtors in possession in a chapter 11 bankruptcy case. This document is the Plan of Reorganization of PNG Ventures, Inc., and the related debtor entities, proposed by the Debtors. Reference is also made to the Disclosure Statement filed contemporaneously with the Plan, for discussion of the Debtors’ history, businesses, assets, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters.

This is a reorganizing plan. In other words, the Debtors seek to accomplish satisfaction of its debts by restructuring its debt, making certain payments to creditors and issuing New PNG Common Stock under the Plan and the continued operations of the Debtors.

ARTICLE II

DEFINITIONS AND CONSTRUCTION OF TERMS

~~2.1~~ — Defined Terms

~~—~~ All terms employed herein shall have the meanings set forth in the Bankruptcy Code unless specifically defined to the contrary herein. For purposes of this Plan, except as expressly otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings assigned to them in this Section of the Plan.

Construction.

In all references herein to any parties, persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text may require.

The words “herein”, “hereof”, “hereto”, “hereunder”, and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the

Plan. Moreover, some terms defined herein are defined in the section in which they are used.

2.1 ~~2.2~~ **Administrative Expense** means any cost or expense of administration of the Chapter 11 case allowable under Bankruptcy Code § 503(b) and 507(a), including, without limitation, any actual and necessary expenses of preserving the estate of the Debtors, any actual and necessary expense of operating the business of the Debtors, any indebtedness or obligation incurred or assumed by the Debtors in connection with the conduct of its business or for the acquisition or lease of property or the provision of services to the Debtors, all allowances of compensation and reimbursement of expenses allowed by the Bankruptcy Court under Bankruptcy Code §§ 330 or 503, any fees or charges assessed against the estate of the Debtors under Chapter 123, title 28, of the United States Code, and the reasonable fees and expenses incurred by the Proponent in connection with the proposal and confirmation of this Plan.

2.2 ~~2.3~~ **Allowed** when used as an adjective preceding the words “Claims” or “Equity Interest”, shall mean any Claim against or Equity Interests of the Debtors, proof of which was filed on or before the date designated by the Bankruptcy Court as the last date for filing proofs of Claim or Equity Interest against such Debtors, or, if no proof of claim or Equity Interest is filed, which has been or hereafter is listed by the Debtors as liquidated in amount and not disputed or contingent and, in either case, a Claim as to which no objection to the allowance thereof has been interposed within the applicable period of limitations fixed by the Plan, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, Local Rules, or as to which any objection has been interposed and such Claim has been allowed in whole or in part by a Final Order. Unless otherwise specified in the Plan, “Allowed Claim” and “Allowed Equity Interest”

shall not, for purposes of computation of distributions under the Plan, include interest on the amount of such Claim or Equity Interest from and after the Petition Date.

2.3 ~~2.4~~ **Allowed Administrative Expense** means any Administrative Expense allowed under Bankruptcy Code § 503(b) and 507(a)(1).

2.4 ~~2.5~~ **Allowed General Unsecured Claim** means an Unsecured Claim that is or has become an Allowed Claim.

2.5 ~~2.6~~ **ALT** means Applied LNG Technologies USA, LLC, a Debtor on the within Chapter 11 case.

2.6 Assigned Preference Actions means all Preference Actions, except for any such cause of action assertable against Medley, Castterigg, El Paso Natural Gas, Conoco Phillips and Cryogenic Transportation, Inc., which Preference Actions are to be preserved and transferred to the Creditor Trust to be administered, prosecuted, compromised, or otherwise disposed of by the Creditor Trustee for the benefit of Creditors.

2.7 **Arizona** means Arizona LNG, LLC, a Debtor in the within Chapter 11 case.

2.8 **Ballot** means the ballot form distributed to each Holder of an Impaired Claim or Equity Interest entitled to vote on the Plan on which is to be indicated acceptance or rejection of the Plan by the Voting Deadline.

2.9 **Bankruptcy Code** means the Bankruptcy Reform Act of 1978, as amended, and as codified in title 11 of the United States Code, 11 U.S.C. § 101 et seq.

2.10 **Bankruptcy Court** means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 ~~Case~~Cases and, to the extent of any

reference made pursuant to 28 U.S.C. § 157, the unit of such District Court constituted pursuant to 28 U.S.C. § 151.

~~2.11 Bar Date means any deadline established by Order of the Bankruptcy Court at any time prior to the Effective Date for the filing of any type of Claim for which the failure to timely file such Claim properly before such deadline will result in such Claim being forever barred and discharged.~~

2.11 ~~2.12~~ **Bankruptcy Rules** means the rules of practice and procedure in bankruptcy, promulgated under 28 U.S.C. § 2075 and also referred to as the Federal Rules of Bankruptcy Procedure.

2.12 Bar Date means November 30, 2009, the date established by the Bankruptcy Court for the District of Delaware by which non-governmental Creditors were required to file proofs of claim with respect to pre-petition Claims including Claims asserted pursuant to 11 U.S.C. § 503(b)(9), except with respect to Administrative Claims, Claims arising from the rejection of any Executory Contracts, and Claims that were scheduled by the Debtors as undisputed, non-contingent, and unliquidated; and March 8, 2010, by which governmental Creditors are required to file proofs of claim with respect to pre-petition Claims, including but not limited to Priority Tax Claims.

2.13 BFI means Black Forest International, LLC.

2.14 ~~BFI-Secured Claim means the Secured Claim of BFI in the principal amount of \$63,000, plus interest of \$9,324.00, secured by a Lien on all of the Debtors' property and proceeds thereof subordinate in priority and subject to the Liens held by Medley and Greenfield.~~ means the Claim that BFI has against the Debtors pursuant to that Convertible

Note dated on or about June 5, 2008 in the principal amount of \$626,250 and any documents and agreements executed in connection thereto or otherwise related thereto.

2.15 Business Day means and refers to any day except Saturday, Sunday, and any other day on which commercial banks in Delaware are authorized by law to close.

2.16 Cash means legal tender of the United States of America or wire transfer from a domestic bank.

2.17 Castlerigg means Castlerigg PNG Investments, LLC.

2.18 Causes of Action means all potential causes of action, if any, that any of the Debtors may bring against any ~~Persons~~Person or third parties as of the Confirmation and the proceeds thereof other than the Assigned Preference Actions.

2.19 Chapter 11 ~~Case~~Cases means the cases under Chapter 11 of the Bankruptcy Code commenced by the ~~Debtor~~Debtors, styled In re PNG Ventures, Inc., Chapter 11 Case No. 09-13162 currently pending and jointly administered before the Bankruptcy Court for the District of Delaware.

2.20 Claim means any right to payment from the Debtors, whether or not asserted, and whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured; and all claims as such term is defined in Bankruptcy Code § 101(5).

2.21 Class means a grouping of substantially similar Claims or Equity Interests for common treatment thereof pursuant to the terms of this Plan.

2.22 Collateral means any property or interest in property of the Debtors' estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

2.23 Confirmation means the entry of an Order by the Bankruptcy Court approving the Plan in accordance with the provisions of the Bankruptcy Code.

2.24 Confirmation Fund Reserve means the Cash transferred to the Disbursing Agent, on or before the Confirmation Hearing, in the amount of Confirmation Funds.

2.25 Confirmation Funds means all funds required to be disbursed (or held for disbursement upon allowance) on or as of the Effective Date to Holders of Allowed Professional Compensation Claims, other Allowed Administrative Claims, Priority Tax Claims other than Priority Tax Claims to be paid in deferred payments pursuant to section 3.5, Allowed Class 1, Class 2, Class 4 and Class 5 Claims, U.S. Trustee fees due as of the Effective Date.

2.26 ~~2.24~~ Confirmation Hearing shall mean a hearing conducted before the Bankruptcy Court for the purpose of considering confirmation of the Plan.

2.27 ~~2.25~~ Confirmation Order means the Order of the Bankruptcy Court confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

~~**2.26 Cure** means the distribution, within thirty (30) days after the Effective Date or such other date as may be agreed upon by the parties or ordered by the Bankruptcy Court, of Cash or such other property, as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption of an executory contract or unexpired lease,~~

~~pursuant to Bankruptcy Code § 365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.~~

2.28 ~~**2.27**~~ **Creditor** means any Person that has a Claim against the Debtors that arose on or before the Petition Date or a Claim against the Debtors' estate of any kind specified in Bankruptcy Code §§ 502(g), 502(h) or 502(i).

2.29 **Creditor Claim Reserve** means the reserve established by the Creditor Trustee to pay General Unsecured Claims that are disputed. The Creditor Trustee will have the right to adjust the amount of the Creditor Claim Reserve from the Creditor Trust Assets during his administration of the Creditor Trust by any additional amount, in his reasonable discretion and as provided in the Creditor Trust Agreement. Unused amounts in the Creditor Claim Reserve that the Creditor Trustee deems in excess of funds necessary to pay the disputed Unsecured Claims, shall be returned to the Reorganized Debtors.

2.30 **Creditor Fund** means the (i) Cash in the sum of \$750,000 transferred by the Disbursing Agent to the Creditor Trustee on the Effective Date less \$50,000 for the Creditor Trust Expense Reserve, (ii) net proceeds of the Excise Tax Rebate less any additional funding of the Creditor Trust Expense Reserve, (iii) net Preference Action Recoveries, less any additional funding of the Creditor Trust Expense Reserve, and (iv) the Creditor Stock.

2.31 **Creditor Stock** means the shares of New PNG Common Stock to be distributed to the holders of Allowed Class 5 Claims pursuant to the Plan.

2.32 Creditor Trust Expense Reserve means the reserve established by the Creditor Trustee to pay all reasonably anticipated expenses of the Creditor Trustee to (i) prosecute the Assigned Preference Actions, (ii) prosecute objection to Disputed Claims, (iii) administer the Creditor Trust, and (iv) pay the U.S. Trustees Fees to be paid by the Creditor Trust in accordance with the terms of this Plan. The Creditor Trust Expense Reserve will be funded with \$50,000 from the sum of \$750,000 transferred by the Disbursing Agent to the Creditor Trustee on the Effective Date, and thereafter, from the proceeds of the Excise Tax Rebate and Preference Action Recoveries as determined by the Creditor Trustee. Unused amounts in the Creditor Trust Expense Reserve as of the Final Distribution Date (after payment of all costs and expenses to be covered by the Creditor Trust Expense Reserve as described above) will become part of the Creditor Proceeds.

2.33 Creditor Trustee means such person or entity as may be appointed and approved by the Committee and the Bankruptcy Court as the Creditor Trustee effective on the Effective Date, and any successor Creditor Trustee appointed as provided in the Creditor Trust Agreement. Any changes to the identity of the Creditor Trustee prior to the Confirmation Hearing will be disclosed by the Debtors, will be subject to approval by the Bankruptcy Court, and will become part of the Plan pursuant to the Confirmation Order.

2.34 Creditor Trust means the Trust established for the benefit of Holder(s) of Allowed Class 5 Claims governed by the Creditor Trust Agreement, comprised of the Creditor Trust Assets and controlled by the Creditor Trustee.

2.35 Creditor Trust Agreement means the agreement that will establish, evidence and govern the Creditor Trust, which will be entered into as of the Effective Date

by the Debtors and the Creditor Trustee pursuant to Article VIII of the Plan, substantially in the form attached as Exhibit “G” to the Disclosure Statement, and is contemplated to be approved by the Bankruptcy Court pursuant to the Confirmation Order.

2.36 Creditor Trust Assets means the (i) Cash in the sum of \$750,000 transferred by the Disbursing Agent to the Creditor Trustee on the Effective Date (which includes the initial Creditor Trust Expense Reserve) and (ii) Additional Cash from the net proceeds of the Excise Rebate of the Reorganized Debtors, in the anticipated sum of approximately \$450,000, and (iii) the Cash proceeds of Preference Action Recoveries, and (v) the Creditor Stock.

2.37 ~~2.28~~ Creditors’ Committee means the Official Committee of Unsecured Creditors, ~~if any, appointed in the Chapter 11 Case by the U.S. Trustee under Bankruptcy Code § 1102,~~ appointed in the Chapter 11 Case by the U.S. Trustee under Bankruptcy Code § 1102.

2.38 Cure means the distribution, within thirty (30) days after the Effective Date or such other date as may be agreed upon by the parties or ordered by the Bankruptcy Court, of Cash or such other property, as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption of an executory contract or unexpired lease, pursuant to Bankruptcy Code § 365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

2.39 ~~2.29~~ **Debt** has and shall have the same meaning ascribed to it in Bankruptcy Code § 101(12).

2.40 ~~2.30~~ **Debtors** means New Earth LNG, LLC, PNG Ventures, Inc., Arizona LNG, LLC, Applied LNG Technologies USA, LLC, Fleet Star, Inc. and Earth Leasing, Inc.

2.41 **Disbursing Agent means the person designated to make payments as required by the Plan on the Effective Date which shall be Stephen M. Cohen, Esquire.**

2.42 ~~2.31~~ **Disclosure Statement** means the Disclosure Statement filed by the Debtors in support of this Plan, as it may be amended, including, without limitation, all exhibits and schedules thereto, as required pursuant to Bankruptcy Code § 1125 et seq. and approved by the Bankruptcy Court.

2.43 ~~2.32~~ **Disputed Claim** means any Claim proof of which was timely and properly filed ~~and which has been or hereafter is listed on the Schedules as unliquidated, disputed or contingent or which is not listed in the Schedules or~~ which is disputed under the Plan or as to which the Debtors have interposed a timely objection and/or request for estimation or determination in accordance with Bankruptcy Code § 502 and/or Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by Final Order and any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed.

2.44 ~~2.33~~ **Distribution Date** means (1) initially, the first Business Day which is ninety (90) days after the Effective Date or as soon as practical thereafter; and (2) thereafter any further dates the Reorganized Debtor deems appropriate in its discretion based on the amount of funds which can then be distributed.

2.45 ~~2.34~~ **Earth Leasing** means Earth Leasing, Inc., a Debtor in the within Chapter 11 case.

2.46 ~~2.35~~ **Effective Date** means the first Business Day after the last of the following dates and events has occurred, unless and to the extent any such condition or requirement for the occurrence of the Effective Date is waived by the Debtors: (a) the date five (5) Business Days after the date on which the Confirmation Order has become final and non-appealable without any appeal, review, or other challenge of any kind to that order having been taken or still being timely, provided that the Debtors will be entitled to declare a waiver or satisfaction of this condition and its willingness to proceed with the Effective Date on any earlier Business Day that the Confirmation Order is in full force and effect and is not stayed; and (b) satisfaction of all conditions precedent to the effectiveness of the Plan set forth in Article IX below. Except where performance earlier than the Effective Date is expressly required by the Plan or where it is lawful and expressly permitted by the Plan to perform after the Effective Date, performance under the Plan will be due on the Effective Date. The Debtors will have the right to render any or all of the performance under the Plan prior to what otherwise would be the Effective Date if they deem it appropriate to do so, including, but not limited to, the right to render performance under any circumstances which would moot any appeal, review, or other challenge of any kind to the Confirmation Order if any such order is not stayed pending such appeal, review, or other challenge. The Debtors shall file a notice of the Effective Date within three (3) business days after its occurrence, which shall be served on those requesting notice in the Chapter 11 ~~Case~~Cases pursuant to Bankruptcy Rule 2002.

2.47 ~~2.36~~ **Equity Interest** means any equity or other ownership interest in any one or more of the Debtors, including, but not limited to, all issued and outstanding or reserved

for issuance, common stock, preferred stock, membership interests, warrants, options, or other ownership rights or rights to purchase or receive additional shares of stock or membership interests in the Debtors, and/or any other instrument or document to the extent that it directly or indirectly evidences, creates or reserves any equity or ownership interest in the Debtors giving rise to any Claim or Equity Interest.

[2.48](#) ~~[2.37](#)~~ **Excise Tax Rebate** means the net proceeds in the approximate amount of \$450,000 anticipated to be received after the filing and payment of California excise taxes due from Debtors for years 2007 through 2009.

[2.49](#) ~~[2.37](#)~~ **Fleet** means Fleet Star, Inc., a Debtor in the within Chapter 11 case.

[2.50](#) ~~[2.38](#)~~ **Final Order** means an order of the Bankruptcy Court or a court of competent jurisdiction to hear appeals from the Bankruptcy Court (a) which has not been stayed, (b) as to which the time for appeal or to seek rehearing has expired and no appeal or motion for rehearing has been timely taken, or (c) as to which any appeal or motion for rehearing that has been timely taken has been finally determined or dismissed.

[2.51](#) ~~[2.39](#)~~ **General Unsecured Claim** means a Claim which arose or which is deemed by the Bankruptcy Code to have arisen prior to the Petition Date for such Debtor, and which is not (a) a Secured Claim pursuant to Bankruptcy Code § 506, as modified by Bankruptcy Code § 1111(b), or (ii) a Claim entitled to priority under Bankruptcy Code §§ 503 or 507. “General Unsecured Claim” shall include all Claims against the Debtors that are not expressly otherwise dealt with in the Plan.

[2.52](#) ~~[2.40](#)~~ **Greenfield** means Greenfield Commercial Credit LLC.

[2.53](#) ~~[2.41](#)~~ **Greenfield Secured Claim** means the Secured Claim of Greenfield in the principal amount of approximately \$ 800,000.00 as of August 25, 2009, plus interest,

secured by a Lien on the accounts receivable and inventory of ALT and Arizona along with proceeds thereof.

2.54 ~~2.42~~ **Holder** means the beneficial owner of any Claim or Equity Interest.

2.55 ~~2.43~~ **Impaired** when used as an adjective preceding the words “Class of Claims” or “Class of Equity Interest”, shall mean that the Plan alters the legal, equitable, or contractual rights of the members of that class.

2.56 ~~2.44~~ **Lien** shall have the meaning set forth in Bankruptcy Code § 101(37).

2.57 ~~2.45~~ **Medley** means Fourth Third LLC.

2.58 ~~2.46~~ **Medley Secured Claim** means the deemed Allowed Secured Claim of Fourth Third LLC in the approximate amount of \$37.45 million, secured by a Lien on all of the Debtors’ property and proceeds thereof.

2.59 ~~2.47~~ **New Earth** means New Earth LNG, LLC, a Debtor in the within Chapter 11 Case.

2.60 ~~2.48~~ **New PNG Common Stock** means those new shares of common stock of the Reorganized PNG to be authorized and issued pursuant to this Plan on the Effective Date. The New PNG Common Stock is to be issued in this Plan in accordance with, and reliance on, the exemption from registration provided under Bankruptcy Code § 1145. The number of shares to be authorized and available for distribution shall be included in the Amended Certificate of Incorporation. The New PNG Common Stock shall have such rights with respect to dividends, liquidation, voting, and other matters as set forth in the Amended Certificate of Incorporation, the New By-Laws, and as provided under applicable non-bankruptcy law.

~~2.49 New Subsidiary Common Stock means those new shares of common stock of the Reorganized Debtors necessary to re-constitute the corporate ownership of common stock among the Reorganized Debtors in existence on the Petition Date.~~

2.61 ~~2.50~~ **Non Professional Administrative Expense Claim** means Claims arising after the Petition Date that are not ~~Claims of Professional Persons~~ Claims.

~~2.51 Old Equity Interests means any Equity Interests in each of the Debtors.~~

2.62 ~~2.52~~ **Old Equity Interest Holder** means the Holder of an Old Equity Interest.

2.63 Old Equity Interests means any Equity Interests in PNG Ventures, Inc. and any Claims against any of the Debtors which are subordinated pursuant to 11 U.S.C. § 510(b)

2.64 ~~2.53~~ **Person** means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, or a government or any political subdivision thereof or other entity.

2.65 ~~2.54~~ **Petition Date** means September 9, 2009, the date on which the Debtors commenced the Chapter 11 ~~Case~~ Cases.

2.66 ~~2.55~~ **Plan** means this Plan of Reorganization of the Debtors filed in this Proceeding, together with all exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, amended or modified from time to time.

2.67 ~~2.56~~ **PNG** means PNG Ventures, Inc., a Debtor in the within Chapter 11 Case.

2.68 Preference Action Recoveries means all Cash or other recoveries from the Assigned Preference Actions, after payment of legal fees on a 33% contingency basis.

2.69 Preference Actions means the claims, rights, and causes of action, and the proceeds thereof, asserted or assertable by any of the Debtors, the Committee or the Estates pursuant to §547 of the Bankruptcy Code (whether or not asserted or pending on the Confirmation Date).

2.70 ~~2.57~~ **Priority Non-Tax Claim** means a Claim entitled to priority under Bankruptcy Code §§ 507(a)(3), (4), (5), (6) or (7), but only to the extent it is entitled to priority in payment under any such subsection.

2.71 ~~2.58~~ **Priority Tax Claim** means any Claim entitled to priority in payment under Bankruptcy Code §§ 502(i) and 507(a)(8), but only to the extent it is entitled to priority under such subsection.

2.72 ~~2.59~~ **Priority Tax Creditor** means a Creditor holding a Priority Tax Claim.

2.73 ~~2.60~~ **Proceeding** means the Chapter 11 ~~Case~~ Cases of the Debtors.

2.74 ~~2.61~~ **Professional Claims** means and refers to the claims of all Persons for compensation for services rendered and reimbursement of expenses under Bankruptcy Code §§ 330 or 331 or entitled to the priorities established pursuant to Bankruptcy Code §§ 503(b)(2), (b)(3), (b)(4), or (b)(5), and 507(a) including, without limitation, the claims of Professional Persons for compensation for services rendered and reimbursement of expenses.

2.75 ~~2.62~~ **Professional Persons** means and refers to all attorneys, accountants, appraisers, consultants, and other professionals retained or to be compensated pursuant to an Order of the Court entered under Bankruptcy Code §§ 327, 1103, 328, 330, or 503(b).

2.76 ~~2.63~~ **Projections** means the pro forma financial projections for the Reorganized Debtors attached to the Disclosure Statement as Exhibit ~~A~~ B.

2.77 ~~2.64~~ **Proponent** means PNG, New Earth, ALT, Arizona, Fleet, and Earth.

2.78 ~~2.65~~ **Pro Rata, Ratable or Ratable Share** means a number (expressed as a percentage) equal to the proportion that an Allowed Claim in a particular Class or Old Equity Interest bears to the aggregate amount or number of: (a) Allowed Claims plus; (b) Disputed Claims in such Class as of the date of determination; or (c) the aggregate amount or number of Old Equity Interests.

2.79 ~~2.66~~ **Reorganized Debtors** means, on or after the Effective Date, the Debtors.

2.80 ~~2.67~~ **Reorganized PNG** means, on or after the Effective Date, PNG, as a Reorganized Debtor.

2.81 ~~2.68~~ **Schedules** means the respective schedules of assets and liabilities, the list of holders of Equity Interests and the statement of financial affairs filed by the Debtors under Bankruptcy Code § 521 and Bankruptcy Rule 1007, and all amendments and modifications thereto, through and including the date by which objections to Claims must be filed with the Bankruptcy Court pursuant to the Plan.

2.82 ~~2.69~~ **Secured Claim** means and refers to any Claim, to the extent reflected in the schedules or a proof of Claim as a Secured Claim, which is secured by a valid Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with Bankruptcy Code § 506(a).

2.83 ~~2.70~~ **Voting Deadline** means the date established in the order of the Bankruptcy Court approving the Disclosure Statement as the deadline by which votes to accept or reject the Plan must be received.

~~2.71—Other Definitions. A term used and not defined herein but that is defined in the Bankruptcy Code shall have the meaning set forth therein.~~

~~2.72—Construction.~~

~~(a) In all references herein to any parties, persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text may require.~~

~~(b) The words “herein”, “hereof”, “hereto”, “hereunder”, and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. Moreover, some terms defined herein are defined in the section in which they are used.~~

ARTICLE III

TREATMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

Pursuant to Bankruptcy Code § 1123(a), certain types of claims are not placed into voting classes. They are not considered Impaired, and they do not vote on the Plan because they are automatically entitled to specific treatment provided in the Bankruptcy Code. As such, Administrative Expense Claims and Priority Tax Claims are treated separately pursuant to the terms set forth in this Article III.

3.1 Administrative Expense Claims. All Administrative Expenses incurred during the pendency of the Chapter 11 Case will be paid on the later of the Effective Date or on the date such Administrative Expense Claim is Allowed by the Bankruptcy Court, unless a particular claimant agrees to a different treatment; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors or liabilities arising under loans made or advances extended to the

Debtors, whether or not incurred in the ordinary course of business, shall be paid in full and performed by the Reorganized Debtors in the ordinary course of business consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

3.2 Professional Claims. All Persons seeking an award by the Bankruptcy Court of compensation for services rendered and/or reimbursement of expenses incurred through and including the Effective Date under Bankruptcy Code §§ 330 or 331 or entitled to the priorities established pursuant to Bankruptcy Code §§ 503(b)(2), (b)(3), (b)(4) or (b)(5) and 507(a) shall (a) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date which is sixty (60) days after the Effective Date, or such other date as may be fixed by the Bankruptcy Court and (b) if granted such an award by the Bankruptcy Court, be paid in full in Cash in such amounts as are Allowed by the Bankruptcy Court, ~~at the option of the Reorganized Debtors,~~ (i) on the later of the Effective Date and the date upon which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable, (ii) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Reorganized Debtors, or (iii) in accordance with the terms of any order entered by the Bankruptcy Court.

3.3 Statutory Fees. All quarterly fees due and owing to the United States Trustee pursuant to 28 U.S.C. § 1930 through the quarter in which the Plan is confirmed shall be paid in full in Cash on the Effective Date. Such fees that are due after the Effective Date for the first quarter after the Effective Date shall be paid ~~in Cash when due~~ by the Reorganized Debtors in Cash when due. The Creditor Trustee shall be responsible to pay any and all

US Trustee Fees due and owing after the end of the first quarter after the Effective Date until such time as a final decree is entered closing the applicable case or the applicable case is converted or dismissed from the Creditor Trust Assets.

3.4 Administrative Claims Other Than Ordinary Course Or Professional Person Claims And Administrative Claim Bar Date. The Holder of an Administrative Expense Claim, other than (a) a Claim for compensation for services rendered and/or reimbursement of expenses by a Professional Person, or (b) a liability incurred and paid in the ordinary course of business by the Debtors, must file with the Bankruptcy Court and serve on the Debtors and their counsel, notice of such Administrative Expense Claim within forty-five (45) days after the Effective Date. Such notice must include, at a minimum (i) the name of the Holder of such Claim, (ii) the basis of the Claim, and (iii) the amount of the Claim. Failure to file such notice timely and properly shall result in the Administrative Expense Claim being forever barred and discharged. This provision shall not modify the provisions of any Order fixing a Bar Date for any Administrative Expense Claim. Without limiting the generality of the foregoing, this provision shall not extend the Bar Date for any Claims which were required to be filed on or before such Bar Date.

3.5 Priority Tax Claims. Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Tax Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Priority Tax Claim, at the sole option of the Reorganized Debtors: (i) Cash in an amount of such Holder's Allowed Claim on the Effective Date; or (ii) in accordance with the provisions of Bankruptcy Code § 1129(a)(9)(c), regular installment payments in Cash of a total value, as of the Effective Date, equal to the

Allowed amount of such Claim over a period of five years after the Petition Date. Such payments shall be made, with interest at the regular statutory rate, in monthly installments commencing on the first day of the first month following the Effective Date and ending on that month which expires on a date which is on or before five years from the Petition Date; provided, however, that the Reorganized Debtors shall have the right to pay any Allowed Priority Tax Claim, or any remaining balance, in full, at any time on or after the Effective Date, without premium or penalty. Under the Plan, Holders of Allowed Priority Tax Claims against the Debtors shall not be entitled to any payments on account of any post Petition Date interest or penalty with respect to or in connection with an Allowed Priority Tax Claim. Any such Claim or demand for any post Petition Date interest or penalty will be discharged upon the entry of the Confirmation Order by Bankruptcy Code § 1141(d)(1), and the Allowed Priority Tax Claim Holder shall not assess or attempt to collect such accrued interest or penalty from the Debtors, Reorganized Debtors or their property. The Debtors have estimated that Priority Tax Claims are ~~\$624,000.00.~~ approximately \$1,000,000 of which approximately \$450,000 are taxes associated with the Excise Tax Rebate.

ARTICLE IV

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 ~~4.~~ **General Overview.** As required by the Bankruptcy Code, the Plan classifies Claims and Equity Interests in various Classes according to their right to priority of payments as provided in the Bankruptcy Code. The Plan states whether each Class of Claims or Equity Interests is Impaired or Unimpaired. The Plan provides the treatment each Class will receive under the Plan. Claims are classified for all purposes, including voting, confirmation and distribution pursuant to the Plan as set forth in this Article IV.

4.2 Substantive Consolidation.

Confirmation of this Plan shall effect a substantive consolidation of the Debtors solely for the purposes of all actions associated with confirmation and effectuation of this Plan. The Debtors aver that the common business purpose, common secured creditors and lack of prejudice to any creditor will permit the deemed substantive consolidation for purposes of the Plan of Reorganization. Accordingly, entry of the Confirmation Order shall constitute the approval, pursuant to § 105(c) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Chapter 11 Cases of the Debtors for all purposes related to the Plan, including without limitation, for purposes of voting, confirmation and distribution. On and after the Effective Date: (a) all assets (and proceeds thereof) and liabilities of the Debtors shall be deemed merged and treated as though they were merged into the Reorganized Debtor; (b) no distributions shall be made under the Plan on account of any intercompany Claims (i.e. between and among each Debtor) and all such intercompany Claims shall be eliminated; (c) all Claims against any Debtor for which one or more of the Debtors is also liable, whether such liability is joint, several or joint and several, and whether it is primary or secondary, will be merged into a single Claim against the consolidated Reorganized Debtor; and (d) each and every Claim filed or to be filed in any of the Chapter 11 Cases shall be deemed filed against the consolidated Reorganized Debtor, and shall be deemed one Claim against the Consolidated Reorganized Debtor. Such deemed substantive consolidation shall not (other than for purposes of effectuating the terms of this Plan) affect the legal and corporate structures of the Debtors nor shall it expand the rights of any creditor that asserts a Lien in and against any Collateral. Notwithstanding the deemed substantive consolidation provided for herein,

each and every Debtor shall remain responsible for the payment of quarterly fees pursuant to 28 U.S.C. § 1930 to the Office of the United States Trustee until such time as a particular Case pertaining to such Debtor is closed, dismissed or converted.

Unless the Bankruptcy Court has ordered the deemed substantive consolidation of the Debtors' estates before the Confirmation Hearing, the Plan will serve as, and will be deemed to be, a motion for entry of an order substantively consolidating the Debtors' estates for voting and distribution purposes of the Plan. If no objection to substantive consolidation is timely filed and served by the date as may be established by the Bankruptcy Court, an order approving substantive consolidation (which may be the Confirmation Order) may be entered by the Bankruptcy Court. If any such objections are timely filed and served, a hearing with respect to deemed substantive consolidation of the Cases and the objections thereto will be scheduled by the Bankruptcy Court, which hearing may, but is not required to, coincide with the Confirmation Hearing.

If the Bankruptcy Court authorizes the Debtors to consolidate for voting and distribution purposes fewer than all of the Classes of Claims sought to be consolidated for these purposes, pursuant to section 1122 of the Bankruptcy Code, the Debtors may proceed with separate classifications for any such non-consolidated Classes. If the Debtors elect to proceed with separate classifications for any such non-consolidated Classes of Claims and Interests, such Classes of Claims and Interests will be treated as against each individual non-consolidated Debtor for voting and distribution purposes. In such event, each Class of Claims and Interests shall be divided into subclasses; one for each of the Debtors. In some situations a particular Debtor may not have any claims asserted against it in a particular Class.

4.3 ~~4.1~~ Designation of Classes Under the Plan. Each Holder of a Claim, as defined in Bankruptcy Code § 101(4), of whatever nature, whether or not scheduled, liquidated or unliquidated, absolute or contingent, including all Claims arising from the rejection of executory contracts and unexpired leases, will be bound by the provisions of the Plan. The Plan contains six (6) classifications of Claims and Equity Interests, as follows:

<u>Class</u>	<u>Status</u>
Class 1 – Priority Non Tax Claims	Unimpaired
Class 2 – Medley Secured Claim(Fourth Third)	Impaired
Class 3 – Greenfield Secured Claim	Unimpaired
Class 4 – BFI Secured Claim	Unimpaired <u>Impaired²</u>
Class 5 - General Unsecured Claims	Impaired
Class 6- Old Equity Interests	Impaired

4.4 ~~4.2~~ Treatment of Classes.

(a) **Class 1 – Priority Non Tax Claims**

(i) Impairment and Voting. Class 1 consists of all Priority Non-Tax Claims, which are Claims, other than Administrative Expense Claims and Priority Tax Claims, to the extent entitled to priority under Bankruptcy Code § 507(a). Class 1 is Unimpaired. Each Holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(ii) Treatment. To the extent there exists any valid Allowed Class 1 Claims, Holders of such claims will be paid at the Reorganized Debtors' option as follows: (a) the full amount of such Allowed Priority Non-Tax Claim on the latest of (i) the Effective Date, (ii) the date such Claim is Allowed by the Bankruptcy Court, or (iii) the date such Claim becomes payable in accordance with its terms; or (b) on such other terms as may be

² Although the Debtors believe that Class 4 is unimpaired and may seek at the Confirmation Hearing to prove that Class 4 is unimpaired, the Debtors will solicit the vote of the member of Class 4 out of an abundance of caution.

agreed to by the Holder of such Allowed Priority Non-Tax Claim. The Debtors have estimated that there are no outstanding Priority Non-Tax Claims. Any payments required to be made on the Effective Date shall actually be made on the first Distribution Date after the Effective Date .

(b) **Class 2 – Medley Secured Claim**

(i) Impairment and Voting. Class 2 is comprised of the Medley Secured Claim. Class 2 is impaired by the Plan. Medley is entitled to vote to accept or reject the Plan.

(ii) Treatment. The Holder of the Allowed Medley Secured Claim shall receive the following treatment, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Medley Secured Claim, the amount of the Medley Secured Claim, any and all Claims and Liens that the Holder(s) may have against the Debtors and their property:

(1) Medley shall have and/or be granted a \$ 9.8 million New Senior Secured Term Loan (the “ Medley NSSTL”) bearing interest at 10% per annum, and with a maturity date on the fourth anniversary thereof, the form and substance of which, including all collateral documents relating thereto, shall be in a form acceptable to Medley. Interest accrued during the first year shall be capitalized and added to the principal balance thereof. Interest accruing after the first year of the loan shall be due in arrears on a quarterly basis. To secure the Medley NSSTL, Medley shall be granted a first priority Lien, pari passu with Castlerigg, on all assets of the Reorganized Debtors, except for Accounts Receivable and Inventory of ALT and Arizona for which Medley and Castlerigg will share a second priority Lien on a pari passu basis, subject to any Lien held by Greenfield, or its successor ~~in interest~~or any replacement lender providing financing under similar or more favorable terms with

respect to the Greenfield Secured Claim, and except for a first priority lien in favor of Medley on the Debtors' existing fleet of twenty-four (24) cryogenic trailers and any and all proceeds from a refinancing, sale or other disposition of all or a some of such trailers (collectively the "Trailers"), which lien shall be senior to a second priority lien in favor of Castlerigg in the Trailers. There shall be no other permitted liens encumbering the Trailers; provided, however, in the context of a sale or refinancing of the Trailers which Medley has consented to, Castlerigg shall release its liens on the Trailers which are the subject of the sale or refinancing, provided such liens shall continue to attach to the sale or refinancing proceeds in excess of the balance of the Medley NSSTL:

(2) the payment by the Debtors to Medley of \$5.5 million ~~dollars~~ in Cash on the Effective Date; ~~and~~

(3) the distribution to Medley of 13,200,000 shares of New PNG Common Stock, which equates to approximately 66% of the entire balance of outstanding shares of New PNG Common Stock on the Effective Date; ~~and~~

(4) In exchange for and in consideration of the compromise by Medley of its Allowed Secured Claim in the amount of \$37.45 million, Debtors and their bankruptcy estates release and forever waive and discharge Medley, its respective affiliates (past and present), parent companies and subsidiaries, members, partners, successors, heirs, assigns and representatives of any and all claims, causes of action, damages, demands, debts, expenses, judgments, losses, liabilities, obligations, rights or suits, whether 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, omission, transaction, event or other occurrence taking place on or prior

to the Effective Date relating in any way to the Debtors or the Chapter 11 Cases. The release to Medley shall be binding upon and shall inure to the benefit of the Reorganized Debtors.

Debtors estimate that they will require \$5.5 million ~~dollars~~ on the Effective Date to fund this class of creditors pursuant to the Plan.

(c) **Class 3 – Greenfield Secured Claim**

(i) Impairment and Voting. Class 3 is comprised of the Greenfield Secured Claim. Class 3 is unimpaired by the Plan. The Holder of the Greenfield Secured Claim is not entitled to vote to accept or reject the Plan.

(ii) Treatment. The Plan shall not in any way alter the legal, equitable or contractual rights to which the Holder(s) of Greenfield Secured Claim is entitled since on and after the Effective Date Greenfield shall continue making loans to and receiving payments thereon from the Reorganized Debtors, as successor to the Debtors, pursuant to the existing loan agreements and related documents between Debtors and Greenfield, including those agreements which were entered after the Petition Date with Court approval under which Greenfield provided financing to the Debtors during the Chapter 11 Cases also secured by a Lien on the property securing the Greenfield Secured Claim, as may be amended by agreement of the parties, and Greenfield shall retain the Lien on the property securing the Greenfield Secured Claim and any loans made by Greenfield to the Reorganized Debtors after the Petition Date and after the Effective Date.

(d) **Class 4 – BFI ~~Secured~~ Claim**

(i) Impairment and Voting. Class 4 is comprised of the BFI ~~Secured~~ Claim in the outstanding principal amount of \$63,000 plus interest of \$9,324.00. Class 4 is ~~unimpaired~~impaired by the Plan. The Holder of the BFI ~~Secured~~ Claim is ~~not~~ entitled to vote to accept or reject the Plan.

(ii) Treatment. The Holder(s) of the Allowed BFI ~~Secured~~ Claim shall receive the following treatment, in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed BFI ~~Secured~~ Claim and/or any and all Claims and Liens that the Holder(s) of the BFI ~~Secured~~ Claim may have against the Debtors and their property: If BFI affirmatively votes in favor of the Debtors' Plan - Payment in full in Cash on the Effective Date of the Allowed BFI ~~Secured~~ Claim in the amount of \$ 72,324.00. Debtors estimate that they will require \$ 72,324.00-~~dollars~~ on the Effective Date to fund this class of creditors pursuant to the Plan. The payment required to be made on the Effective Date shall actually be made on the first Distribution Date. ~~The treatment provided BFI herein is for settlement purposes only.~~ In the event, however, that BFI objects to any aspect of the Plan or the confirmation thereof (including the treatment provided herein), ~~the Debtors do hereby reserve the right to: (i) enforce the terms of the applicable Intercreditor~~ or does not affirmatively vote in favor of the Plan, the BFI Claim will be subordinated either: a) pursuant to the Inter-creditor and Subordination Agreement entered into between ~~BFI and Medley under which any~~ Medley and BFI, in which case Medley shall be entitled to receive whatever distribution ~~to which BFI may have otherwise been entitled under the Plan, will be allocated to Medley on account of the Medley Senior Secured Credit Facility and as further consideration under the Plan; and (ii) assert any and all claims and causes of action they have or may have against BFI, including, without limitation, seeking to (x) characterize the BFI Secured Claim as Old Equity~~

~~Interests; and (y) recover damages against BFI emanating from, among other things, the toxic nature of the BFI note and the self-dealing transaction in which it was originated.~~ is entitled to receive on account of the BFI Claim, and/or b) to the holders of Allowed General Unsecured Claims in Class 5 pursuant to 11 U.S.C. § 510(b), and shall receive the same treatment provided to Old Equity Interests in Class 6, receive nothing under the Plan and will be deemed to have rejected the Plan.

(e) **Class 5 – General Unsecured Claims**

(i) Impairment and Voting. Class 5 is comprised of Allowed General Unsecured Claims. Class 5 is impaired by the Plan. Each Holder of ~~aan~~ Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

(ii) Treatment. The Holders of Allowed General Unsecured Claims shall receive the following treatment, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed General Unsecured Claim and/or any and all Claims that the Holder(s) may have as follows:

(1) a Cash payment in the amount which is equal to the ~~lower of (A) 28 % of its Allowed General Unsecured Claim on the Effective Date, or (B) its Pro~~ Rata share of the ~~Class 5~~ Creditor Fund ~~defined herein below~~; plus

(2) an aggregate of 1,500,000 shares of New PNG Common Stock, which are to be distributed to the Holders of Allowed General Unsecured Claims on the Effective Date, on a Pro Rata basis. It is expected that the aggregate number of shares of New PNG Common Stock to be distributed to the Holders of Allowed General Unsecured Claims shall approximate 7.5 % of the outstanding New PNG Common Stock on the Effective Date.

~~Debtors estimate that they will require \$2 million dollars (the “Class 5 Fund”) on the Effective Date to pay Cash in the amount equal to 28 % of Allowed General Unsecured Claims. In the event that the amount of Cash required to pay 28 % of Allowed General Unsecured Claims exceeds the amount of the Class 5 Fund, then, as set forth above, Holders of Allowed General Unsecured Claims shall instead receive only their Pro Rata share of the Class 5 Fund. Distributions of Cash and New PNG Common Stock to Class 5 claimants to be made on the Effective Date shall actually be made on the first Distribution Date.~~

The Creditor Fund shall be funded with an initial payment by the Disbursing Agent on the Effective Date, of \$750,000 and the Creditor Stock. An additional payment to the Creditor Fund of the Excise Tax Rebate shall be made by the Reorganized Debtors within ten (10) business days after receipt by the Debtors of such Excise Tax Rebate. In addition, Preference Action Recoveries shall be deposited into the Creditor Fund by the Creditor Trustee for payment to the holders of Allowed General Unsecured Claims.

Distributions of Cash and New PNG Common Stock to Class 5 claimants to be made on the Effective Date shall actually be made on the first Distribution Date or Dates, and thereafter when funds are available as determined at the discretion of the Creditor Trustee; provided however, that in no event shall the payments to holders of Allowed General Unsecured Claims exceed the principal amount of their Allowed General Unsecured Claims. Furthermore, no General Unsecured Claim shall be allowed to the extent that it is for interest or other similar charges other than as otherwise specifically and expressly provided for herein.

(f) **Class 6 – Old Equity Interests**

(i) Impairment and Voting. Class 6 is comprised of Old Equity Interests. Class 6 is impaired by the Plan. Since each Holder of an Old Equity Interest shall receive no distribution on account of such Old Equity Interests and will retain no property on account of such Old Equity Interests, Class 6 is deemed to have rejected the Plan and is therefore not entitled to vote to accept or reject the Plan.

(ii) Treatment. The Holders of Allowed Old Equity Interests shall receive no distribution on account of such Old Equity Interests or any other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest, and will retain no property on account of such Old Equity Interests due to the fact that the assets and operations of the Debtors are insufficient to pay all creditors in full, the liquidation preference applicable to the shares of Old Equity Interests is worth zero. Upon the Effective Date, all Old Equity Interests or any other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest, will be cancelled, extinguished and of no further force and effect.

ARTICLE V

PROCEDURES FOR RESOLVING AND TREATING DISPUTED ADMINISTRATIVE EXPENSE CLAIMS AND GENERAL UNSECURED CLAIMS

5.1 Objections to and Resolution of Administrative Expense Claims and Claims. Except as to applications for allowance of compensation and reimbursement of expenses under Bankruptcy Code §§ 330, 331 and/or 503, the Reorganized Debtors shall, on and after the Effective Date, have the exclusive right to make and file objections to Administrative Expense Claims ~~and Claims~~. On and after the Effective Date, the Reorganized Debtors shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to

Administrative Expense Claims and ~~Claims and~~ compromise, settle or otherwise resolve Disputed Administrative Expense Claims and Disputed Claims without approval of the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court, the Debtors and, on and after the Effective Date, the Reorganized Debtors, shall file all objections to Administrative Expense Claims that are the subject of proofs of Claim or requests for payment filed with the Bankruptcy Court (other than applications for allowances of compensation and reimbursement of expenses with respect to Professional Claims) and ~~Claims and~~ serve such objections upon the Holder of the Administrative Expense Claim or ~~Claim~~Claims as to which the objection is made as soon as is practicable, but in no event later than ninety (90) days after the Effective Date or such later date as may be approved by the Bankruptcy Court.

5.2 No Distribution Pending Allowance. Notwithstanding any other provision of the Plan, no pro rata share of Cash and/or New PNG Common Stock shall be distributed under the Plan on account of any Disputed Claim unless and until such Claim is deemed Allowed.

5.3 Estimation. The Debtors may, at any time, request that the Bankruptcy Court estimate any contingent or Disputed Claim pursuant to Bankruptcy Code § 502(c) regardless of whether the Debtors have previously objected to such Claim. In the event the Bankruptcy Court estimates any contingent or Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as determined by the Bankruptcy Court. Notwithstanding this, the Debtors or the Reorganized Debtors may elect to pursue any supplemental proceedings to object to the allowance and payment of such Claim. All of the aforementioned Claims objection and estimation procedures are cumulative and not exclusive of one another.

5.4 Reserve for Disputed General Unsecured Claims. On and after the Effective Date, the ~~Reorganized Debtors~~Creditor Trustee shall hold in segregated reserve accounts (the “~~Disputed Claims~~Creditor Claim Reserve”), Cash and New PNG Common Stock in an aggregate amount sufficient to distribute its pro rata share of Cash and New PNG Common Stock to each Holder of a Disputed Claim at the time distributions are made pursuant to the Plan the amount of Cash and New PNG Common Stock that such Holder would have been entitled to receive if such Claim had been an Allowed Claim on the Effective Date. Nothing contained herein shall be deemed to entitle the Holder of a Disputed Claim to post-Petition Date interest on such Claim.

5.5 Allowance and Payment of Disputed Claims. If, on or after the Effective Date, any Disputed Claim is deemed Allowed, the ~~Reorganized Debtors~~Creditor Trustee, shall by the fifteenth (15th) business Day of the first month following the month in which such Claim is Allowed, distribute from the ~~Disputed Claims~~Creditor Claim Reserve to the Holder of such Allowed Claim the amount of Cash and New PNG Common Stock that would have been distributed to such Holder under the Plan on the date(s) distribution(s) previously was/were made to Holders of Allowed General Unsecured Claims had such Claim been an Allowed Claim on such date(s). If as of the date the Disputed Claim is deemed Allowed, no such distribution was required, then the ~~Reorganized Debtors~~Creditor Trustee shall make said distribution from the Disputed Claims Reserve at the time all of the Holders of Allowed Claims receive their respective distributions.

5.6 Release of Funds from ~~Disputed General Unsecured~~Creditor Claims Reserve. If at any time or from time to time after the Effective Date, there shall be Cash and/or New PNG Common Stock in the ~~Disputed Claims~~Creditor Claim Reserve in an amount in

excess of the Reorganized Debtors' maximum remaining distribution obligations to the then existing Holders of Disputed Claims under the Plan, then the Creditor Trustee shall make such excess Cash and/or New PNG Common Stock ~~shall become~~ available to the Reorganized Debtors generally ~~and may be used~~ to satisfy the costs of administering and consummating the ~~plan~~Plan or otherwise.

ARTICLE VI

ACCEPTANCE OR REJECTION OF THE PLAN

6.1 Voting of Claims. Each Holder of an Allowed Claim in an Impaired Class of Claims pursuant to Article IV of the Plan is entitled to vote to accept or reject the Plan. For purposes of calculating the number of Allowed Claims in a Class of Claim that have voted to accept or reject the Plan under Bankruptcy Code § 1126(c), all Allowed claims in such Class held by an Entity and/or any Affiliate thereof shall be aggregated and treated as one Allowed Claim in such Class.

6.2 Elimination of Vacant Classes. Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code § 1129(a)(8).

6.3 Nonconsensual Confirmation. If any Impaired Class of Claims entitled to vote shall not accept the Plan by the requisite statutory majorities provided in Bankruptcy Code § 1126(c), the Debtors reserve the right to amend the Plan in accordance with Article XI hereof or undertake to have the Bankruptcy Court confirm the Plan under Bankruptcy Code § 1129(b) or both. With respect to any Impaired Classes of claims that are deemed to reject the

Plan, the Debtors shall request that the Bankruptcy Court confirm the plan under Bankruptcy Code § 1129(b).

ARTICLE VII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Executory Contracts and Unexpired Leases To Be Assumed. Pursuant to Bankruptcy Code §§ 365(a) and 1123(b)(2), all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity shall be deemed assumed by the Debtors on the Confirmation Date and effective as of the Effective Date, except for any executory contract or unexpired lease (i) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Confirmation Date, (ii) as to which a motion for approval of the rejection of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date; or (iii) that is listed as a rejected executory contract or unexpired lease on EXHIBIT A attached hereto.

7.2 Approval of Rejection. Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code §§ 365(a) and 1123(b)(2), of the rejection of the executory contracts and unexpired leases listed on EXHIBIT A attached hereto.

7.3 Approval of Assumption. Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code §§ 365(a) and 1123(b)(2), of the assumption of the executory contracts and unexpired leases of the Debtors in accordance with section 7.1 above.

7.4 Cure of Default. Except as may otherwise be agreed to by the parties, any and all undisputed defaults under any executory contract or unexpired lease assumed by the Debtors pursuant to Article VII hereof shall be satisfied by Cure, in accordance with Bankruptcy

Code § 365(b)(1) and as provided for in this Plan. In the event of a dispute regarding (a) the amount of any Cure payment, (b) the ability of the Reorganized Debtors to provide “adequate assurance of future performance” within the meaning of Bankruptcy Code § 365 under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the Cure payment(s) required shall be made following the entry of a Final Order resolving the dispute. All disputed defaults that are required to be Cured shall be Cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtors’ liability with respect thereto, or as may otherwise be agreed to by the parties. The executory contracts and unexpired leases to be assumed under this along with the Cure amounts pursuant to the Debtors’ books and records are set forth on EXHIBIT B attached hereto.

7.5 Objections to Assumption of Executory Contracts and Unexpired Leases. Any party objecting to the Debtors’ proposed assumption of an executory contract or unexpired lease must file and serve a written objection to the assumption of such contract or lease within the deadline set for objecting to Confirmation of the Plan. The Bankruptcy Court shall resolve all disputes regarding assumption of executory contracts and unexpired leases at the Confirmation Hearing. Failure to file an objection within the stated time limit shall constitute consent to the assumption of the lease or contract, including an acknowledgement that the proposed assumption provides adequate assurance of future performance by the Debtors and that the Cure is accurate and sufficient for purposes of Bankruptcy Code § 365.

7.6 Deadline for Rejection Damages Claims. If the rejection of any executory contract or unexpired lease gives rise to a Claim by the other party or parties to such contract or lease, the Claim Holder must file and serve on the [Claims Agent, Logan & Company, Inc.](#) Debtors and Debtors’ counsel, a proof of claim within thirty (30) days after the

earlier of (i) the date of entry of the first order of the Bankruptcy Court rejecting the executory contract or unexpired lease, or (ii) the Confirmation Date if such executory contract or unexpired lease was rejected under this Plan, or (iii) such other date as may be fixed by the Bankruptcy Court. Failure to file and serve such proof of claim shall serve as a waiver of any such Claim, and the Holder of such Claim shall be forever barred from asserting such Claim against the Debtors.

Every Claim arising from the rejection of an executory contract or unexpired lease by this Plan must be filed with the Bankruptcy Court no later than thirty (30) days after the Confirmation Date; provided, however, that nothing contained herein or in the Plan shall be deemed or construed as an extension of the date by which Creditors whose executory contracts or unexpired leases were rejected by order of the Bankruptcy Court prior to the filing of this Plan and had to file proofs of claim stemming from the Debtors' rejection of those executory contracts or unexpired leases. Every such Claim that is timely filed will be treated under the Plan as a Class ~~4~~⁵ General Unsecured Claim, except to the extent such Creditor received a pre-petition security deposit whereby such Creditor shall be required to apply said security towards its Claim. However, nothing herein shall be construed as the Debtors' waiver or acquiescence to the allowance of such Claim. The Debtors specifically preserve all of their rights and defenses to such Claim as well as the application of any such security deposit. Every such Claim that is not timely filed by the deadline stated above will be forever barred, unenforceable and discharged, and the Creditor holding the Claim will not receive or be entitled to any distribution under the Plan on account of such Claim.

7.7 Compensation and Benefit Programs. Except as may be rejected, modified or otherwise amended, on or after the Effective Date the Reorganized Debtors may: (1)

honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans for , among other things, compensation (including equity based and bonus compensation) health care benefits, disability benefits, severance plans, performance-based incentive plans, workers' compensation programs and life insurance, directors and officers liability and other insurance and similar plans and (2) distribute or reallocate any unused designated employee success fee and bonus funds related to Confirmation in the ordinary course of their business. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs and plans.

ARTICLE VIII

MEANS FOR IMPLEMENTATION OF THE PLAN

8.1 Sources of Consideration for Plan Distributions. In addition to Cash the Debtors will have on hand from normal business operations, it is estimated that the Debtors will require approximately \$~~8.4~~8.075 million of cash to fund the Plan ("Plan Fund"). Based on preliminary discussions prior to the bankruptcy filing with interested parties, as well as continued negotiations since the bankruptcy filing, the Debtors ~~believe they will be able~~have a commitment to enter a post Petition Date plan funding agreement with all necessary parties, including Castlerigg, that~~-will contain~~ contains certain conditions to funding amounts needed to effectuate the Plan including, without limitation, due diligence analysis of the Plan and the Debtors' operation satisfactory to Castlerigg~~-and a~~. In return to Castlerigg for such funding of ~~a minimum of~~the Plan, as well as Castlerigg's funding of the Court Approved D&O Insurance Premiums, Castlerigg shall be granted the following: (i) a \$~~5.5~~5.75 million new senior secured term loan (the "Castlerigg NSSTL"), to be held on a pari-passu basis with the Medley NSSTL, except as otherwise noted, the form and substance of which, including all

collateral documents relating thereto, shall be in a form acceptable to Castlerigg; ~~and~~ (ii) approximately 5,300,000 shares of New PNG Common Stock , which equates to approximately 26.50 % of the entire balance of outstanding shares of New PNG Common Stock on the Effective Date; and (iii) in consideration of the \$8.075 million in new Cash provided by Castlerigg to fund the Plan, Debtors and their bankruptcy estates release and forever waive and discharge Castlerigg, its respective affiliates, (past and present) parent companies and subsidiaries, members, partners, successors, heirs, assigns and representatives of any and all claims, causes of action, damages, demands, debts, expenses, judgments, losses, liabilities, obligations, rights or suits, whether 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, omission, transaction, event or other occurrence taking place on or prior to the Effective Date relating in any way to the Debtors or the Chapter 11 Cases. The release to Castlerigg shall be binding upon and shall inure to the benefit of the Reorganized Debtors.

The material terms of the Castlerigg and Medley NSSTL and the Castlerigg contingencies to funding the Plan are set forth on the binding term sheet attached to the Disclosure Statement as Exhibit “C” and incorporated herein by reference.

8.2 Post-confirmation Operations. As indicated by the Projections attached to the Disclosure Statement as Exhibit “~~A~~B”, the Debtors anticipate that the Reorganized Debtors will have sufficient cash flow from post-Confirmation operations and the Plan Fund to fund its ongoing operations and any remaining payment obligations under the Plan.

8.3 Cancellation and Issuance of Securities.

(a) Cancellation of Old Equity Interests. On the Effective Date: (1) the Old Equity Interests shall be cancelled, extinguished and of no further force and effect solely as to the Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder; and (2) the obligations of the Debtors pursuant , relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, notes, or certificate or articles of incorporation or similar documents governing or relating to, the Old Equity Interests or any other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest, shall be released and discharged.

(b) Issuance of New PNG Common Stock. On the Effective Date, the Reorganized PNG will issue and deliver, in accordance with the provisions hereof, the shares of New PNG Common Stock to the Holders of Allowed Claims in Classes 2 and 5.

~~(c) Issuance of New Subsidiary Common Stock. On the Effective Date, the Reorganized PNG will cause to be issued and delivered New Subsidiary Common Stock necessary to re-constitute the form of corporate ownership of the Reorganized Debtors such that ALT owns 100% of the issued and outstanding New Subsidiary Common Stock of Earth Leasing and Fleet, and New Earth owns 100% of the issued and outstanding New Subsidiary Common Stock of ALT and Arizona, and PNG owns 100% of the issued and outstanding New Subsidiary Common Stock of New Earth.~~

(c) ~~(d)~~ Section 1145 Exemption. Pursuant to section 1145(a) of the Bankruptcy Code, the offering, issuance, distribution, transfer or exchange of any security contemplated by this Plan, or the making or delivery of an offering memorandum or other instrument of offer or transfer under this Plan, and any and all settlement agreements

incorporated therein, including the New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~ shall be exempt from section 5 of the Securities Act or any similar state or local law requiring the registration for offer or sale of a security or registration or licensing of an issuer or a security prior to offering, issuance, distribution or sale of securities. In addition, under section 1145 of the Bankruptcy Code any securities contemplated by the Plan, including the New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~, will be freely tradable by the recipients thereof, subject to (i) the provisions of section 1145 (b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any rule and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (ii) the restrictions, if any, on the transferability of such securities and instruments; and (iii) applicable regulatory approval.

(d) ~~(e)~~ Listing Rights. Reorganized PNG shall use reasonable efforts to list the New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~ on a national securities exchange or for quotation on a national automated interdealer quotation system on the Effective Date. Entities receiving distributions of New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~, by accepting such distributions, shall be deemed to have agreed to cooperate with the Reorganized PNG's reasonable requests to assist them in their efforts to list the New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~ on such national exchange or quotation system.

(e) ~~(f)~~ Certain Tax Consequences. The Debtors will negotiate in good faith with the Creditors Committee inclusion of reasonable and customary restrictions on the transfer of New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~ to the extent necessary to avoid any adverse federal income tax consequences resulting from an ownership change (as defined in section 382 of the Internal Revenue Code) in Reorganized PNG.

(f) ~~(g)~~ New Authorization. The New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~, when issued or distributed as provided in the Plan, will be duly authorized, validly issued, and, if applicable, fully paid and nonassessable. Each distribution and issuance referred to in Article VIII shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such.

(g) ~~(h)~~ Further Actions. On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions which may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; and (3) the filing of appropriate certificates of incorporation, merger, or

consolidation with the appropriate governmental authorities pursuant to applicable law; all of the above which shall be in form and substance acceptable to Medley and Castlerigg, among others.

(h) ~~(i)~~ Amendment to Governing Instruments. The certificates of incorporation and bylaws of the Debtors shall be amended as may be required to be consistent with the Plan and the Bankruptcy Code. The certificate shall be amended to, among other things: (1) authorize issuance of shares of New PNG Common Stock, ~~the New Subsidiary Common Stock of ALT, Arizona, Earth Leasing, Fleet and New Earth~~ and (2) pursuant to and only to the extent required by 1123(a)(6) of the Bankruptcy Code, include (a) a provision prohibiting the issuance of non-voting equity securities and (b) a provision setting forth an appropriate distribution of voting power among classes of equity securities possessing voting power, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, ~~adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends~~. After the Effective Date, each Reorganized Debtor may amend and restate its new certificate of incorporation and other constituent documents as permitted by relevant state corporate law.

8.4 Creditor Trust.

(a) Appointment of Creditor Trustee; Termination of Creditors' Committee. On the Confirmation Date, the Creditor Trustee will be designated pursuant to Court Order. On the Effective Date and upon the creation of the Creditor Trust, the powers and duties of the Creditors' Committee will terminate and the Committee will cease to exist.

(b) Establishment of Creditor Trust. On the Effective Date, the Creditor Trust will be established pursuant to the Creditor Trust Agreement and the Creditor Trustee will begin his duties as Creditor Trustee.

(c) Establishment of Creditor Trust Expense Reserve. The Disbursing Agent shall, upon the Effective Date, and upon establishment of the Creditor Trust, pay to the Creditor Trustee the sum of \$50,000 which sum shall be designated as the Creditor Trust Expense Reserve. The Creditor Trustee, from time to time during his administration of the Creditor Trustee, shall be authorized to supplement or replenish the Creditor Trust Expense Reserve from the Creditor Trust Assets as he deems necessary in his sole discretion to meet his expenses. These monies shall fund the Creditor Trustee's initiation and prosecution of objections to Claims and prosecution of the Assigned Preference Actions. The legal fees and expenses for prosecution of the Assigned Preference Actions by the Creditor Trustee shall be paid on a contingency basis at the rate of 33% of the recovery of each action. The Creditor Trustee, in his discretion, shall be permitted to reimburse counsel prosecuting Assigned Preference Actions for any out of pocket disbursements incurred which have not or could not be reimbursed from a recovery on any such Assigned Preference Actions. Upon the payment of the \$50,000, the Debtors and the Reorganized Debtors shall have no further obligation to fund or otherwise administer or prosecute such claims objections or Assigned Preference Actions.

(d) Settlement of Claims. The Creditor Trustee will be authorized to settle Disputed Claims and Assigned Preference Actions in accordance with the terms and provisions of the Creditor Trust Agreement, without first having to seek approval from the Bankruptcy Court. The Creditor Trustee will be authorized and empowered to

bind the Creditor Trust thereto. Any settlement by the Creditor Trustee pursuant to and in accordance with the terms of the Creditor Trust Agreement shall be conclusively deemed to be in the best interests of the Holders of General Unsecured Claims and the Creditor Trust. In accordance with Bankruptcy Code Section 1123(b)(3), the Creditor Trustee will exclusively own and retain, and may prosecute, enforce, compromise, settle, release, or otherwise dispose of, any and all Assigned Preference Actions transferred and assigned by the Debtors or Creditors' Committee to the Creditor Trust pursuant to this Plan and pursuant to and in accordance with the terms and provisions of the Creditor Trust Agreement.

(e) Creditor Trustee Representative of Estate. The Creditor Trustee is hereby designated as the estate representative pursuant to and in accordance with Bankruptcy Code Section 1123(b)(3)(B) for the purposes of objecting to Claims and prosecuting the Assigned Preference Actions. The Creditor Trustee will have the authority to prosecute the Assigned Preference Actions belonging to the Debtor, the Committee and/or the Estate and to challenge any Claims.

(f) Creditor Trust Assets. On the Effective Date, and in accordance with the Confirmation Order, the Creditor Trust Assets will be irrevocably transferred and assigned to the Creditor Trust, and will be held in trust for the benefit of all Holders of Allowed General Unsecured Claims pursuant to the terms of the Plan and the Creditor Trust Agreement. The Estate's title to the Creditor Trust Assets will pass to the Creditor Trust on the Effective Date free and clear of all Claims, Liens and interests of Creditors and interests of Equity Interest Holders in accordance with Bankruptcy Code Section 1141. Without limiting the generality of the foregoing, on the Effective Date, all

Assigned Preference Actions will be transferred and assigned to the Creditor Trust. The Creditor Trustee will pay, or otherwise make distributions on account of, all Allowed General Unsecured Claims against the Debtors in accordance with the terms of the Plan.

(g) Effect of Transfer of Creditor Trust Assets. For federal and applicable state income tax purposes, the transfer of the Creditor Trust Assets to the Creditor Trust will be a disposition of the Creditor Trust Assets directly to and for the benefit of the beneficiaries of the Creditor Trust in partial satisfaction of their Claims, immediately followed by a deemed contribution of the Creditor Trust Assets by the beneficiaries to the Creditor Trust. The beneficiaries will be treated as the grantors and deemed owners of the Creditor Trust.

(h) Transfer Taxes. Any transfer of the Creditor Trust Assets on, after or prior to the Effective Date and pursuant to the Plan shall be deemed a "transfer under a plan" within the purview of Section 1146(c) of the Bankruptcy Code and shall not be subject to transfer, stamp or similar taxes.

(i) Enforcement of Assigned Preference Actions. Pursuant to Bankruptcy Code Section 1123(b), the Creditor Trustee, on behalf of and for the benefit of the Creditor Trust, shall be vested with and shall retain and may enforce any and all Assigned Preference Actions held by, through, or on behalf of the Debtors, the Creditors' Committee and/or the Estate against any other Person, arising before the Effective Date that have not been fully resolved or disposed of prior to the Effective Date and that have not been retained by the Reorganized Debtors, whether or not such claims or causes of action are specifically identified in the Disclosure Statement accompanying the Plan and whether or not litigation with respect to same has been commenced prior to the Effective

Date. The Debtors reviewed potential preferences against El Paso Natural Gas, Conoco Phillips Company and Cryogenic Transportation and do not believe that these entities received any preferential transfers. The Debtors have not yet undertaken a detailed analysis of the nature and amount of the Assigned Preference Actions and therefore do not have a specific list which includes all of the Assigned Preference Actions that will be brought by the Creditor Trustee on behalf of the Estate and Creditor Trust for the benefit of the Holders of Allowed General Unsecured Claims and the Creditor Trust, but the Debtors shall reasonably cooperate with and assist the Creditor Trustee in his identification and prosecution of the same and any Disputed Claims.

(j) Preference Action Recoveries. The Preference Action Recoveries, will be deposited into the Creditor Trust.

(k) Preservation of Assigned Preference Actions. The Creditor Trustee reserves its right to continue or commence and pursue after the Effective Date such Assigned Preference Actions whether arising prior to or after the Petition Date, in any court or other tribunal. Unless an Assigned Preference Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, the Creditor Trustee, on behalf of and for the benefit of the Creditor Trust expressly reserves all of its respective Assigned Preference Actions for later adjudication and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to any Assigned Preference Actions upon Confirmation.

8.5 Treatment of Disputed and Contingent Claims

(a) Procedure for Determining Claims. Except as to any Claim that has been Allowed prior to the Effective Date, the Creditor Trustee may object to the allowance of any Claim against the Debtors or seek estimation thereof on any grounds permitted by the Bankruptcy Code by filing the appropriate pleadings in the Bankruptcy Court at any time prior to the first Business Day which is ninety (90) days after the Effective Date, or as otherwise extended by the Bankruptcy Court, or continuing the claims objection process initiated by the Debtors pre-confirmation.

(b) Disputed Claims. No payments or other distributions will be made to Holders of Claims unless and until such Claims are Allowed Claims. No distribution or payment shall be made to any Holder of an Allowed Claim who is also a potential defendant in an Assigned Preference Action or any other Cause of Action. If a Claim is not an Allowed Claim on the Effective Date or when payment is otherwise due under the Plan, payment of the Claim will be made on the Distribution Date after which the Claim becomes an Allowed Claim or on such earlier date as the Creditor Trustee or Disbursing Agent deems appropriate. At the time of any payments of other distributions to Holders of Allowed Claims in any Class, an amount sufficient to have paid each Holder of a Disputed Claim in such Class its Pro Rata share of such distribution, calculated as though such Disputed Claim were an Allowed Claim, shall be reserved for the potential benefit of the Holder of the Disputed Claim, and thereafter distributed as set forth above, but in the event that a creditor asserts duplicative, overlapping, or multiple Claims, the total amount reserved shall not exceed the total amount subject to distribution to such Creditor on account of such Claims. Further, to the extent necessary to insure that the amount reserved for a Disputed Claim is sufficient, any amount held or reserved on account of one

Claim of a Creditor shall also be deemed to be held or reserved for all Claims of that Creditor. Notwithstanding any provision in the Plan to the contrary, no partial payments and no partial distributions will be made with respect to a Disputed Claim until the resolution of such disputes by settlement or Final Order. Unless otherwise agreed by the Creditor Trustee, a Creditor who holds both (an) Allowed Claim(s) and (a) Disputed Claim(s) will not receive a Distribution, nor accrue interest thereon, until such dispute is resolved by settlement or Final Order.

(c) Contingent Claims. Until such time as a contingent Claim or a contingent portion of an Allowed Claim becomes fixed or absolute or is Disallowed, such Claim will be treated as a Disputed Claim for all purposes related to distributions under the Plan. The Holder of a contingent Claim will only be entitled to a distribution under the Plan when and if such contingent Claim becomes an Allowed Claim.

8.6 Access to Books. The Reorganized Debtors and the Creditor Trustee will provide each other, and/or their agents or representatives, with reasonable access during normal business hours, on at least two (2) business days notice, to the books and records each shall have which the Reorganized Debtors may need to operate its businesses, or the Creditor Trustee may need to administer the Creditor Trust and each shall reasonably cooperate in the identification and prosecution of the Disputed Claims, Assigned Preference Actions, and the effective administration of the Creditor Trust.

8.7 ~~8.4~~

Distributions Under the Plan.

(a) Plan Administration. All distributions under the Plan shall be made by ~~the Reorganized Debtors~~ either the Disbursing Agent, or the Creditor Trustee, in accordance with the ~~priorities established by~~ provisions of the Plan.

(b) Dates of Distributions. Distributions shall be made in accordance with the Plan.

Any distribution required to be made on the date on which a Claim becomes an Allowed Claim will be deemed to be made on such date if the distribution is made on the nearest Distribution Date occurring after such date.

Notwithstanding anything to the contrary contained herein, distributions of Cash and/or New PNG Common Stock to Holders of Allowed Claims in Classes ~~2~~ 1, 2, 4 and 5 which are to be made “on the Effective Date” shall actually be made on the first Distribution Date ~~following the Effective Date~~ or other date as practicable by the Disbursing Agent.

(c) Manner of Distributions. At the option of the ~~Reorganized Debtors~~ Creditor Trustee and Disbursing Agent, any cash distributions required under the Plan may be made in Cash, by wire transfer or by a check drawn on a domestic bank. No distributions shall be made on Claims that are less than ten (\$10.00) dollars in amount, unless request is made, in writing to the ~~Reorganized Debtors~~ Creditor Trustee. Distributions of New PNG Common Stock to Class 2 and Class 5 claimants will be made as follows: (a) at the address set forth in the Debtors’ Schedules, unless superseded by the address set forth on the proofs of Claim or (b) at the address set forth in any written notice of address change delivered to the Debtors or the Reorganized Debtors and the Creditor Trustee after the date of filing of any proof of Claim.

(d) Intercompany Claims. Any inter-company claims by any of the Debtors which may be on the books for accounting purposes shall not share in the Creditor Fund and shall be eliminated.

(e) ~~(d)~~ Undeliverable and Unclaimed Distributions. If any Holder's distribution is returned as undeliverable, the ~~Reorganized Debtors~~ Disbursing Agent and/or Creditor Trustee will take reasonable steps to attempt to deliver the distribution to the Holder of the Allowed Claim. Any Holder of an Allowed Claim that does not advise the ~~Reorganized Debtors~~ Disbursing Agent/Creditor Trustee that it has not received its, his or her distribution within ~~four~~ two (42) months after the date of attempted distribution will have its, his or her Claim for such undeliverable distribution discharged and will be forever barred from asserting any such Claim against the Reorganized Debtor or their property. Distributions must be negotiated within ~~120~~ 90 days of the date of distribution. Any distributions which are undeliverable and unclaimed or have not been cashed within the time periods set forth above, shall become available for distribution to the Reorganized Debtors, and the Holder of an unclaimed or undeliverable distribution shall not be entitled to any further distribution under the Plan.

(f) ~~(e)~~ Fractional Shares. No fractional shares of New PNG Common Stock shall be distributed under this Plan. When any distribution on account of an Allowed Claim pursuant to this Plan would otherwise result in the issuance of a number of shares of New PNG Common Stock that is not a whole number, the actual distribution of shares of New PNG Common Stock shall be rounded as follows: (i) fractions of $\frac{1}{2}$ or greater shall be rounded to the next higher whole number and (ii) fractions less than $\frac{1}{2}$ shall be rounded to the next lower number. The total number of shares of New PNG Common Stock to be distributed to a Class of

Claims shall be adjusted as necessary to account for the rounding provided in this section of the Plan.

8.8 ~~**8.5 Post-Confirmation Management.**~~ **Post-Confirmation Management.**

(a) Board of Directors of the Debtors. On the Effective Date, the Reorganized Debtors' directors will initially consist of five (5) directors, and the presence of three (3) directors (including each of the Investor Directors, as that term is defined in the Term Sheets) is required to constitute a quorum of the Board. Castlerigg will be entitled to nominate one (1) individual to the Board (the "Castlerigg Director") and to nominate each successor to the Castlerigg Director. Medley will be entitled to nominate one (1) individual to the Board (the "Medley Director") and to nominate each successor to the Medley Director.

(b) ~~(a) Board of Directors of the Debtors. On the Effective Date, the Reorganized Debtors' directors shall remain the same as the Debtors' directors prior to the Petition Date.~~ The operation of the Reorganized Debtors shall be the general responsibility of the board of directors of the Reorganized Debtors. The subsequent tenure and manner of selection of directors shall be as provided in the Certificates of Incorporation of the respective Reorganized Debtors. ~~The names of directors are set forth on EXHIBIT "C" attached hereto,~~ which shall not be inconsistent with the requirements set forth in the Term Sheets.

(c) ~~(b) Other Management of the Debtor.~~ On the Effective Date, Cem Hacıoglu, who is presently the Chief Executive Officer of the Debtors shall serve as Chief Executive Officer of the Reorganized Debtors. Linda Berndt, is presently and will continue to serve as Vice President of Government and Public Affairs of the Reorganized Debtors, Kevin Markey, is presently and will continue to serve as Vice President of Sales and Operations, Brad

Gabbard is currently VP of Special Projects and will continue to be VP of ~~Finance~~Special Projects, and Richard Rychlik is currently and will continue to be the VP-Principal Accounting Officer. The nature of the compensation of each of them is as follows: The VP of Government and Public Affairs, the VP of ~~Finance~~Special Projects and the VP-Principal Accounting Officer are compensated with a base salary. The VP of Sales and Operations is compensated with a base salary plus additional compensation relating to the gross profit margin, and the CEO is compensated with a base salary plus a performance based option.

~~8.6~~8.9 Corporate Action. On the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved in all respects (subject to the provisions of the Plan) and shall be deemed to have occurred and shall be in effect from and after the Effective Date, pursuant to the applicable general corporate law of the state of Delaware, without any requirement of further action by the Reorganized Debtors.

On the Effective Date, the appropriate officers of the Reorganized Debtors are authorized and directed to execute and to deliver any and all agreements, documents and instruments and make all distributions contemplated by the Plan and/or necessary for the Consummation of the Plan.

~~8.7~~8.10 Dissolution of Creditors' Committee. On the Effective Date, the Creditors' Committee shall be dissolved, released and discharged from the rights and duties arising from or related to the ~~Case~~Chapter 11 Cases, except with respect to final applications for Professional Claims. The professionals retained by the Creditors' Committee and the members thereof shall not be entitled to compensation or reimbursement of expenses for any services rendered or expenses incurred after the Effective Date, except for services rendered and expenses incurred in connection with any applications by such professionals or Creditors' Committee

members for allowance of compensation and reimbursement of expenses pending on the Effective Date or timely filed after the Effective Date as provided in the Plan, as approved by the Court. As of the Effective Date, all claims, rights or causes of action of any kind or nature of the Estate that the Creditors' Committee may hold, control or have the right to prosecute, shall be deemed null and void.

ARTICLE IX

CONDITIONS TO EFFECTIVE DATE

The occurrence of the Effective Date is subject to the satisfaction, or joint and express written waiver by the Debtors of each of the following conditions:

- (a) the Confirmation Order has become a Final Order; ~~and~~
- (b) Castlerigg has provided the required ~~Cash to fund the Plan~~ Fund

as set forth in the Plan, and Castlerigg, Medley and the Debtors have executed all necessary documents necessary to effectuate the Plan; and

(c) The Creditor Trustee has accepted, in writing, the terms of his service and compensation and has executed the Creditor Trust Agreement and provided any bond required by the Court, the Creditor Trust has been established and received the Creditor Trust Assets to be paid to it on the Effective Date, receive under the Plan.

The Debtors in their sole discretion, may waive the Final Order condition in subpart (a) above at any time from and after the Confirmation Date. In that event, the Debtors will be entitled to render any or all of its performance under the Plan prior to what otherwise would be the Effective Date if the above-referenced conditions were not waived, including, but not limited to, the right to perform under any circumstances which would moot any appeal, review or other challenge of any kind to the Confirmation Order if the Confirmation Order is not stayed pending such appeal, review or other challenge.

ARTICLE X

RETENTION OF JURISDICTION

10.1 Jurisdiction of the Bankruptcy Court. Notwithstanding entry of the Confirmation Order, or the occurrence of the Effective Date or “substantial consummation” of the Plan, the Chapter 11 Case having been closed, or a Final Decree having been entered, the Bankruptcy Court shall have and retain jurisdiction of matters arising out of, and related to the Chapter 11 Case and the Plan under, and for the purposes of, Bankruptcy Code §§ 105(a), 1127, 1142 and 1144 and for, among other things, the following purposes:

(a) To consider any modification of the Plan under Bankruptcy Code § 1127 and/or modification of the Plan before “substantial consummation” as defined in Bankruptcy Code § 1101(2) and to consider any modification of the Plan to cure any defect or omission, or reconcile any inconsistency in the Plan, the Disclosure Statement, or in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order.

(b) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any, and allowance of Claims resulting therefrom.

(c) To determine any and all pending adversary proceedings, applications, and contested matters pending on, filed or commenced as of the Confirmation.

(d) To determine any and all adversary proceedings, applications, and contested matters filed or commenced by the Reorganized Debtors or the Creditor Trustee after the Confirmation Date, including, without limitation, Assigned Preference Actions and Causes of ~~Actions~~ Action.

(e) To ensure that distributions are accomplished as provided in the Plan.

(f) To hear and determine any objections to Administrative Expense Claims, to proofs of Claim, or to Claims and Equity Interests filed and/or asserted both before and after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest, and to allow or disallow any disputed Administrative Expense Claim, other Claim, or Equity Interest, in whole or in part, and any request for estimation of Claims.

(g) To protect the property of the estate from adverse Claims or interference inconsistent with the Plan, including to hear actions to quiet or otherwise clear title to such property based upon its exclusive ownership of claims and causes of action retained under the Plan.

(h) To hear and determine matters pertaining to abandonment of property of the estate and to recover all Assets of the Debtors' and property of the estate, wherever located.

(i) To (a) enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated; (b) to issue such orders in aid of execution of the Plan as may be necessary and appropriate, to the extent authorized by Bankruptcy Code § 1142; and (c) to interpret and enforce any Orders previously entered in the Chapter 11 Case to the extent such Orders are not superseded or inconsistent with the Plan.

(j) To hear and determine all applications for compensation and reimbursement of expenses of Professional Persons under Bankruptcy Code §§ 330, 331, and 503(b) for services rendered and expenses incurred prior or subsequent to the Confirmation Date.

(k) To hear and determine all litigation, causes of action and all controversies, suits and disputes that may arise in connection with the interpretation,

implementation or enforcement of the Plan, including but not limited to, any and all litigation and/or causes of action brought by the Debtors ~~or~~, Reorganized Debtors, or Creditor Trustee, whether such litigation and/or causes of action is/are commenced either prior to or after the Effective Date.

(l) To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code §§ 345, 505, and 1146.

(m) To enter a Final Decree closing the Chapter 11 Case.

(n) To issue any order in aid of implementation of the Plan.

(o) To consider and act on the compromise and settlement of any litigation, Claim against or cause of action on behalf of the estate.

10.2 Failure Of Bankruptcy Court To Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction over any matter arising under, arising in or related to the Bankruptcy Case, including any of the matters set forth in the Plan, the Plan shall not prohibit or limit the exercise of jurisdiction by any other court of competent jurisdiction with respect to such matter.

ARTICLE XI

EFFECT OF CONFIRMATION OF THE PLAN

11.1 Discharge. IN CONJUNCTION WITH BANKRUPTCY CODE § 1141, EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, THE RIGHTS AFFORDED HEREIN AND THE TREATMENT OF ALL CLAIMS AND EQUITY INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION, DISCHARGE AND RELEASE OF CLAIMS AND EQUITY INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON SUCH CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS, AND OF THE ASSETS OR PROPERTIES OF

THE DEBTORS' BANKRUPTCY ESTATES. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, (I) ON THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS WHICH AROSE BEFORE THE CONFIRMATION DATE SHALL BE SATISFIED, DISCHARGED AND RELEASED IN FULL, (II) ON THE EFFECTIVE DATE, THE RIGHTS AND INTERESTS OF ALL HOLDERS OF OLD EQUITY INTERESTS SHALL BE TERMINATED, CANCELED AND OF NO FORCE AND EFFECT, AND (III) ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS OR REORGANIZED DEBTORS THEIR SUCCESSORS, OR ANY OF THEIR ASSETS OR PROPERTIES ANY OTHER OR FURTHER CLAIMS OR EQUITY INTERESTS BASED UPON ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE CONFIRMATION DATE, AS WELL AS ANY DEBT OF A KIND SPECIFIED IN BANKRUPTCY CODE §§ 502(G), 502(H), OR 502(I), IRRESPECTIVE OF WHETHER (X) A PROOF OF CLAIM BASED ON SUCH A DEBT HAS BEEN FILED, OR DEEMED TO HAVE BEEN FILED, UNDER BANKRUPTCY CODE §§ 501 OR 1111(a), (Y) SUCH CLAIM IS ALLOWED UNDER BANKRUPTCY CODE § 502, OR (Z) THE HOLDER OF THE CLAIM HAS ACCEPTED THE PLAN.

11.2 Binding Effect of Plan/Injunction. UPON THE EFFECTIVE DATE, BANKRUPTCY CODE § 1141 SHALL BECOME APPLICABLE WITH RESPECT TO THE PLAN AND THE PLAN SHALL BE BINDING ON ALL PARTIES TO THE FULLEST EXTENT PERMITTED BY BANKRUPTCY CODE § 1141(a). IN ACCORDANCE WITH BANKRUPTCY CODE § 1141, ALL OF THE DEBTORS' PROPERTY SHALL BE VESTED IN THE REORGANIZED DEBTORS FREE AND CLEAR OF ALL CLAIMS, LIENS AND INTERESTS OF CREDITORS AND EQUITY HOLDERS.

UPON THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES SHALL BE PERMANENTLY ENJOINED BY THE PLAN FROM COMMENCING OR CONTINUING ANY ACTION, EMPLOYING ANY PROCESS, ASSERTING OR UNDERTAKING AN ACT TO COLLECT, RECOVER, OR OFFSET, DIRECTLY OR INDIRECTLY, ANY CLAIM, RIGHTS, CAUSES OF ACTION, LIABILITIES OR INTERESTS IN OR AGAINST ANY PROPERTY DISTRIBUTED OR TO BE DISTRIBUTED UNDER THE PLAN, OR VESTED IN THE REORGANIZED DEBTORS, BASED UPON ANY ACT, OMISSION, TRANSACTION, OR OTHER ACTIVITY THAT OCCURRED BEFORE THE EFFECTIVE DATE, EXCEPT TO THE EXTENT A PERSON OR ENTITY HOLDS AN ALLOWED CLAIM UNDER THE PLAN AND IS ENTITLED TO A DISTRIBUTION UNDER THE PLAN IN ACCORDANCE WITH ITS TERMS, AND TO ENFORCE ITS RIGHTS TO DISTRIBUTION UNDER THE PLAN.

11.3 ~~Releases~~ Releases by Creditors and Equity Security Holders.

— AS OF THE EFFECTIVE DATE, IN CONSIDERATION FOR THE VALUE PROVIDED TO EFFECTUATE THE PLAN, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, THE HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE DEEMED TO RELEASE AND FOREVER WAIVE AND DISCHARGE AS AGAINST THE DEBTORS, MEDLEY, CASTLERIGG AND EACH OF THE RESPECTIVE AFFILIATES (PAST AND PRESENT), PARENT COMPANIES AND SUBSIDIARIES, MEMBERS, ~~SHAREHOLDERS,~~ PARTNERS, SUCCESSORS, HEIRS, ASSIGNS, REPRESENTATIVES, ~~ATTORNEYS,~~ ~~ACCOUNTANTS, AGENTS, INVESTMENT BANKERS, CONSULTANTS, FINANCIAL ADVISORS AND OFFICERS AND DIRECTORS OF THE FOREGOING:~~ ALL ACTIONS, COSTS, CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS DEBTS, EXPENSES

(INCLUDING ATTORNEYS FEES), JUDGMENTS, LOSSES (INCLUDING ANY CLAIMS FOR CONTRIBUTION ~~NOR~~OR INDEMNIFICATION), LIABILITIES, OBLIGATIONS, RIGHTS OR SUITS, WHETHER 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 PART ON ANY ACT, OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE RELATING IN ANY WAY TO THE DEBTORS OR THE ~~CASE~~CHAPTER 11 CASES; PROVIDED, THAT THE FOREGOING SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF ANY RIGHT OF THE HOLDER OF AN ALLOWED CLAIM OR ANY OF THE RIGHTS OF ANY PARTIES IN RESPECT OF LIABILITIES ASSUMED BY THE REORGANIZED DEBTORS UNDER THIS PLAN, THE RELEASES SET FORTH IN THIS PARAGRAPH SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE REORGANIZED DEBTORS ~~AND ANY CHAPTER 7 TRUSTEE, IN THE EVENT THE CASE IS SUBSEQUENTLY CONVERTED TO CHAPTER 7.~~

11.4 Exculpation and Limitation of Liability. THE DEBTORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, RESTRUCTURING CONSULTANTS AND FINANCIAL ADVISORS, AND THE CREDITORS' COMMITTEE, ITS MEMBERS (SOLELY IN THEIR CAPACITY AS MEMBERS OF THE CREDITORS' COMMITTEE) AND ITS ATTORNEYS AND FINANCIAL ADVISORS, IF ANY, SHALL NOT HAVE OR INCUR ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO THE

FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, SOLICITATION, IMPLEMENTATION, ADMINISTRATION, CONFIRMATION OR CONSUMMATION OF THE PLAN, THE DISCLOSURE STATEMENT OR ANY OTHER CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN OR ANY OTHER ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS SECTION X. SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY PERSON OR ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11.5 No Limitations on Effect of Confirmation. Nothing contained in the Plan or ~~this~~the Disclosure Statement will limit, waive or restrict in any way the effect of Confirmation as set forth in Bankruptcy Code § 1141. Confirmation will bind the Debtors, all Creditors, Equity Interest Holders and other parties in interest to the provisions of the Plan, whether or not the Claim or Equity Interest of such Creditor or Equity Interest Holder is Impaired under the Plan and whether or not such Creditor or Equity Interest Holder has accepted the Plan and whether or not a proof of Claim or Equity Interest has been filed or deemed to have been filed under Bankruptcy Code sections 501 or 1111(a), or such Claim or Equity Interest is allowed under Bankruptcy Code section 502.

11.6 Revesting of Property in the ~~Debtor~~Debtors. Except as otherwise expressly provided herein or in the Confirmation Order, on the Effective Date, but retroactive to the Confirmation Date, without any further action, the Reorganized Debtors will be vested with

all of the property of the Debtors' estate, wherever situate, free and clear of all Claims, Liens and Old Equity Interests (except for Liens, if any, granted to secure the Medley NSSTL and the Castlerigg NSSTL and Claims pursuant to the ~~DIP Facility that by their terms survive termination of the DIP Facility~~). Greenfield Secured Claim). On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of their assets free of any restrictions imposed by the Bankruptcy Code and the Bankruptcy Rules and without supervision or approval by the Bankruptcy Court. Without limiting the generality of the foregoing and except as otherwise expressly provided herein or in the Confirmation Order, any Causes of Action, will be preserved and retained solely for the Reorganized Debtors' commencement, prosecution, use and benefit.

11.7 Preservation of Causes of Action. Pursuant to section 1123(b) of the Bankruptcy Code, the Debtors as Reorganized Debtors shall retain and reserve the right to enforce all rights to commence and pursue, ~~after Confirmation, causes~~ Causes of Action, whether arising prior to or after the Petition Date, in any court or other tribunal. Unless a Cause of Action is expressly waived, relinquished, released, compromised or settled in the Plan, or any Final Order or specifically transferred to the Creditor Trust pursuant to the Plan, the Debtors on behalf of themselves and as the Reorganized Debtors expressly ~~reserves~~ reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to any Causes of Action upon Confirmation or the Effective Date. No entity may rely on the absence of a specific reference in the Plan, any Plan Supplement, or the Disclosure Statement to any Cause of Action against them as an indication that the Debtors or the Reorganized Debtors, will not pursue any and all

available Causes of Action against them. The Debtors and the Reorganized Debtors, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

11.8 Maintenance of Administrative Expense Claim Status Post-Discharge.

Notwithstanding any discharge granted to the Debtors, Allowed Administrative Expense Claims shall maintain their administrative priority status under 11 U.S.C. § 507(a)(2) until paid in full.

ARTICLE XII

OTHER PLAN PROVISIONS

12.1 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the internal laws of the State of Delaware shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan, without regard to the conflict of laws provisions of the State of Delaware.

12.2 Notices. All notices, requests, and demands to or upon the Debtors or, on or after the Effective Date, the Reorganized Debtors, to be effective shall be in writing (including, without limitation, by telex or facsimile transmission) and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or in the case of telex notice, when sent, answer back received, or in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

To the Debtor or
Reorganized Debtor:

PNG Ventures, Inc.
5310 Harvest Hill Road, Suite 229
Dallas, TX 75230
Attn: Cem Hacioglu
Fax: 214-613-0230

With a copy to:

Hal L. Baume, Esq.

Fox Rothschild LLP
997 Lenox Drive, Bldg. 3
Lawrenceville, NJ 08648
Fax: 609-896-1469

and

Martha B. Chovanes, Esq.
Fox Rothschild LLP
997 Lenox Drive, Bldg. 3
Lawrenceville, NJ 08648
Fax: 609-896-1469

12.3 Post-Effective Date Fees and Expenses. From and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable fees and expenses of Professional Persons thereafter incurred by the Reorganized Debtors, including without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Plan.

12.4 Compliance With Tax Requirements. In connection with the Plan, the Debtors shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities. Pursuant to Bankruptcy Code § 1146(a), the issuance, transfer, or exchange of an equity security under the Plan, the creation of any mortgage, deed of trust or other security interest, making or assignment of any lease or sublease, making or delivery of any deed or instrument of transfer, under, in furtherance of or in connection with the Plan, including, without limitation, any merger agreements or agreement or consolidation, deeds, bills of sale, or assignment executed in connection with any of the transactions contemplated under the Plan shall not be taxed under any law imposing a stamp tax or similar tax and the appropriate state or local governmental officials or agents shall forego collection of any such tax or governmental assessment and shall accept for filing and recordation any of the foregoing

instruments or other documents without the payment of any such tax or governmental assessment.

12.5 No Admissions or Waivers. Without limiting the generality of any similar provision in the Plan, notwithstanding anything in the Plan to the contrary, nothing contained in the Plan or in the Disclosure Statement shall be deemed an admission by any entity with respect to any matter set forth herein. If the Plan is not confirmed (or, if confirmed, does not become effective), no statement contained in the Plan or in the Disclosure Statement may be used or relied on in any manner in any suit, action, proceeding or controversy within or outside of the Chapter 11 ~~Case~~Cases against the Debtors. The Debtors reserve any and all of their rights as against all Persons in the event the Plan is not confirmed.

12.6 Severability. Should any provision in the Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Plan.

12.7 Successors And Assigns. The rights, benefits and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heir, executor, administrator, successor or assign of such Person.

12.8 Reliance. The ~~Reorganized Debtors~~Creditor Trustee, its agents, employees and professionals, while acting in its capacity as Plan administrator, including but not limited to, objecting to Claims, making Distributions to Creditors holding Allowed Claims, and approving settlement of actions, as the case may be, shall be permitted to reasonably rely on any certificates, sworn statements, instruments, reports, claim dockets, schedules, or other documents reasonably believed by it to be genuine and to have been prepared or presented by the Bankruptcy Court Clerk's Office, the Debtors, and the Debtors' Professional Persons.

12.9 Bar Date for Administrative Expense Claims. The Confirmation Order will establish an Administrative Claims Bar Date for filing Administrative Expense Claims (other than for Professional Person Claims), which will be ~~forty-five (45)~~thirty (30) days after the Effective Date of the Plan. Holders of asserted Administrative Expense Claims not paid before the Effective Date shall submit proofs of claim on or before such Administrative Claims Bar Date or forever be barred from doing so. The notice of Confirmation to be delivered under Bankruptcy Rules 3020(c) and 2002(f) will set forth such date and constitute notice of this Administrative Claims Bar Date. The Reorganized Debtors shall have forty-five (45) days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to review and object to such Administrative Expense Claims before a hearing for determination of allowance of such Administrative Expense Claims.

12.10 Withdrawal or Modification of The Plan. The Debtors reserve the right to withdraw the Plan at any time before the entry of the Confirmation Order, in which event the Plan shall be deemed null and void and be of no force and effect as if it had never been drafted or filed.

The Debtors may alter, amend or modify the Plan at any time before Confirmation, provided that the Plan, as altered, amended or modified, satisfies the conditions of Bankruptcy Code §§ 1122 and 1123, and the Debtors shall have complied with Bankruptcy Code § 1125. However, the Bankruptcy Court may require a new disclosure statement and/or re-voting on the Plan if Debtors modify the plan before Confirmation.

The Debtors may also seek to alter, amend or modify the Plan at any time after Confirmation so long as (1) the Plan has not been substantially consummated, (2) as altered, amended or modified the Plan satisfies the conditions of Bankruptcy Code §§ 1122 and 1123,

and (3) the Bankruptcy Court authorizes the proposed modification after notice and a hearing under Bankruptcy Code § 1129.

A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder. Prior the Effective date, the Debtors may make appropriate technical non-material modifications to the Plan or the Disclosure Statement without further order or approval of the Bankruptcy Court, provided that such technical modifications do not adversely affect the treatment of Holders of Claims or Equity Interest.

The Debtors further reserve the right to modify the treatment of any Allowed Claims at any time after the Effective Date of the Plan upon the consent of the Creditor whose Allowed Claim treatment is being modified, so long as no other Creditors are materially adversely affected.

12.11 Headings. ~~12.11~~—Headings.—~~Heading~~ are used in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

12.12 Exhibits/Schedules. Any exhibits and schedules to this Plan are incorporated into and are made a part of this Plan as if fully set forth herein.

12.13 Good Faith. Confirmation of the Plan will constitute a finding that the Plan has been proposed in good faith and in compliance with all applicable provisions of the Bankruptcy Code.

12.14 Post-Confirmation Conversion/Dismissal. A creditor or party in interest may bring a motion to convert or dismiss the Bankruptcy Case under Bankruptcy Code § 1112(b), after the Plan is confirmed, if there is a default in performance of the Plan or if cause

exists under Bankruptcy Code § 1112(b). If the Bankruptcy Court orders the case converted to chapter 7 after the Plan is confirmed, then all property that had been property of the chapter 11 estate, and that has not been disbursed pursuant to the Plan, will re-vest in the chapter 7 estate, and the automatic stay will be re-imposed upon the re-vested property only to the extent that relief from stay was not previously granted by the Bankruptcy Court during this case. In addition, any Allowed Claims for Administrative Expenses which are not paid on the Effective Date shall continue to be entitled to administrative priority, under 11 U.S.C. § 507(a)(1) in any such subsequent Chapter 7 case to which this case is converted.

12.15 Post-Confirmation Quarterly Fees. Quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) continue to be payable to the Office of the United States Trustee post-confirmation until such time as the case is converted, dismissed, or closed pursuant to Final Decree.

12.16 Entire Agreement. The Plan, as described herein, and the Disclosure Statement and exhibits thereto set forth the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersede all prior discussions and documents. No party hereto shall be bound by any terms, conditions, definitions, warrants, understandings or representations with respect to the subject matter hereof, other than as in expressly provided for herein or as may hereafter be agreed by the parties in writing.

Dated: ~~September 3,~~ December 24, 2009

PNG VENTURES, INC.

By: /s/ Cem Hacıoglu
Name: Cem Hacıoglu
Title: Chief Executive Officer

Document comparison done by Workshare DeltaView on Thursday, December 24, 2009
1:26:20 PM

Input:	
Document 1	PowerDocs://LV1/1093399/14
Document 2	PowerDocs://LV1/1130042/9
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	418
Deletions	394
Moved from	9
Moved to	9
Style change	0
Format changed	0
Total changes	830