(Official Form 1) (9/01)

FORM B1	**UNITED STATES BANKRUPTCY COURT** **WESTERN DISTRICT OF PENNSYLVANIA**	**Voluntary Petition**

Name of Debtor (if individual, enter Last, First, Middle): **Anthony Crane Sales & Leasing, L.P.**	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec/Tax I.D. No. (if more than one, state all): **25-1790394**	Soc. Sec./Tax I.D. No (if more than one, state all):
Street Address of Debtor (No & Street, City, State & Zip Code): **800 Waterfront Drive** **Pittsburgh, PA 15222**	Street Address of Joint Debtor (No & Street, City, State & Zip Code):
County of Residence or of the Principal Place of Business: **Allegheny**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):

Location of Principal Assets of Business Debtor
(if different from street address above):
P.O. Box 5985
Sunny Isle, St. Croix, United States Virgin Islands 00823

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply)

☐ Individual(s) ☐ Railroad
☐ Corporation ☐ Stockholder
☒ Partnership ☐ Commodity Broker
☐ Other _____

Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)

☐ Chapter 7 ☒ Chapter 11 ☐ Chapter 13
☐ Chapter 9 ☐ Chapter 12
☐ Se. 304 - Case ancillary to foreign proceeding

Nature of Debts (Check one box)

☐ Consumer/Non-Business ☒ Business

Chapter 11 Small Business (Check all boxes that apply)

☐ Debtor is a small business as defined in 11 U.S.C. § 101

☐ Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

Filing Fee (Check one box)

☒ Full Filing Fee attached

☐ Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.

Statistical/Administrative Information (Estimates only)

☒ Debtor estimates that funds will be available for distribution to unsecured creditors.

☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors (Consolidated)	1-15	16-49	50-99	100-199	200-999	1000-over
	☒	☐	☐	☐	☐	☐

Estimated Assets	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	More than $100 million
	☐	☐	☐	☐	☐	☒	☐	☐

Estimated Debts	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	More than $100 million
	☐	☐	☐	☐	☒	☐	☐	☐

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **Anthony Crane Sales & Leasing, L.P.**	
Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)		
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)		
Name of Debtor: Exhibit 1 attached hereto	Case Number:	Date Filed:
District: Western District of Pennsylvania	Relationship:	Judge:

Signatures

Signature(s) of Debtors(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am ware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor(s)

X _____
Signature of Joint Debtor

_____
Telephone Number (If not represented by attorney)

_____
Date

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

☐ Exhibit A is attached and made a part of this petition

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X _____
Signature of Attorney for Debtor(s) Date

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Signature of Attorney

X Anup Sathy
Signature of Attorney for Debtor(s)

Printed Name of Attorney for Debtor(s)
Anup Sathy

Firm Name
Kirkland & Ellis LLP

Address
200 E. Randolph Drive
Chicago, IL 60601

Telephone Number
(312) 861-2000

Date: June 14, 2004

Signature of Non-Attorney Petition Preparer

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

_____
Printed Name of Bankruptcy Petition Preparer

_____
Social Security Number

_____
Address

_____

Name and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X _____
Signature of Bankruptcy Petition Preparer

_____
Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Ronald M. Marmo
Signature of Authorized Individual

Ronald M. Marmo
Printed Name of Authorized Individual

Vice President of Administration of Anthony Sales and Leasing Corporation, the General Partner of Anthony Crane Sales & Leasing, L.P.
Title of Authorized Individual

Date: June 14, 2004

EXHIBIT 1 - LIST OF FILING ENTITIES

Along with the debtor, Anthony Crane Sales & Leasing, L.P., the following affiliated debtors simultaneously have filed chapter 11 petitions in the United States Bankruptcy Court for the Western District of Pennsylvania:

1. ACR Management, L.L.C.
2. Anthony Crane Rental Holdings, L.P.
3. ACR/Dunn Acquisition, Inc.
4. Anthony Crane Capital Corporation
5. Anthony Crane Holdings Capital Corporation
6. Anthony Crane International, L.P.
7. Anthony Crane Rental Holdings, L.P.
8. Anthony International Equipment Services Corporation
9. Anthony Sales & Leasing Corporation
10. Carlisle Equipment Group, L.P.
11. Carlisle GP, L.L.C.
12. Husky Crane, Inc.
13. Anthony Crane Rental, L.P., d/b/a Maxim Crane Works
14. Maxim Crane Works, LLC
15. Sacramento Valley Crane Service, Inc.
16. The Crane & Rigging Company, LLC
17. Thompson & Rich Crane Service, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS OF ANTHONY SALES & LEASING CORPORATION, THE GENERAL PARTNER OF ANTHONY CRANE SALES & LEASING, L.P.

As of this 11th day of June, 2004, the members of the board of directors of Anthony Sales & Leasing Corporation, a Delaware corporation, and the general partner (the "General Partner") of Anthony Crane Sales & Leasing, L.P., a Pennsylvania limited partnership (the "Limited Partnership"), and a representative of the holder of a majority in interest of the Limited Partnership took the following actions and adopted and consented to the following resolutions:

WHEREAS, the General Partner has reviewed the materials presented by the management and the financial and legal advisors of the Limited Partnership regarding the liabilities and liquidity situation of the Limited Partnership, the strategic alternatives available to it, and the impact of the foregoing on the Limited Partnership's businesses and members; and

WHEREAS, the General Partner has had the opportunity to consult with the management and the financial and legal advisors of the Limited Partnership and fully consider each of the strategic alternatives available to the Limited Partnership;

NOW, THEREFORE, BE IT RESOLVED THAT: In the judgment of the General Partner, it is desirable and in the best interests of the Limited Partnership, its creditors, stockholders and other interested parties, that a voluntary petition be filed by the Limited Partnership under the provisions of chapter 11, title 11 of the United States Code;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and hereby are, authorized to execute and file on behalf of the Limited Partnership all petitions, schedules, lists and other papers or documents and to take any and all action which they deem necessary or proper to obtain such relief;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP as general bankruptcy counsel under section 327(a) of the Bankruptcy Code to represent and assist the Limited Partnership in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Limited Partnership's rights, including filing any pleadings; and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case, and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ the law firm of Campbell & Levine, LLC as Pennsylvania bankruptcy co-counsel under section 327(a) of the Bankruptcy Code to represent and assist the Company in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Limited Partnership's rights, including filing any pleadings; and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case, and to cause to be filed an appropriate application for authority to retain the services of Campbell & Levine, LLC;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ the law firm of Pepper Hamilton LLP, as tax and special conflicts counsel under section 327(e) of the Bankruptcy Code to represent and assist the Limited Partnership in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Limited Partnership's rights, including filing any pleadings; and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case, and to cause to be filed an appropriate application for authority to retain the services of Pepper Hamilton LLP;

BE IT FURTHER RESOLVED THAT: The officers of the General Partnership, on behalf of the Limited Partner, be, and they hereby are, authorized and directed to employ the firm of CIBC World Markets Corporation, as financial advisors and consultants; to represent and assist the Limited Partnership in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Limited Partnership's rights and obligations, and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of CIBC World Markets Corporation;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ the firm of Bankruptcy Management Corporation as notice and claims agent to represent and assist the Limited Partnership in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance

the Limited Partnership's rights and obligations; and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Bankruptcy Management Corporation;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ the firm of Sitrick and Company, as public relations consultants; to represent and assist the Limited Partnership in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Limited Partnership's rights and obligations, and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Sitrick and Company;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ Leonard LoBiondo and KZC Services, L.L.C., ("KZC"), a New Jersey limited liability company, to perform certain services enumerated in that certain services agreement between Anthony Crane Rental, L.P., Leonard LoBiondo and KZC (the "KZC Agreement"), assist the Limited Partnership in carrying out its duties under title 11 of the United States Code, take any and all actions to advance the Limited Partnership's rights and obligations, and assign certain Associate Directors of Restructuring to serve in various capacities with the Debtors and perform all such aforementioned services, and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute the KZC Agreement, pay appropriate retainers immediately upon filing of the chapter 11 cases, and cause to be filed the appropriate pleadings for approval of the KZC Agreement;

BE IT FURTHER RESOLVED THAT: Leonard LoBiondo is elected as Chief Restructuring Officer of the Debtors, shall serve until removed (with or without cause), his death or resignation and shall report directly to the Board of Managers of ACR Management, L.L.C., on all matters determined by the Board from time to time consistent with the terms of the Services Agreement between Anthony Crane Rental, L.P. d/b/a Maxim Crane Works, Leonard LoBiondo and KZC;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to employ any other court-approved professional to assist the Limited Partnership in carrying out its duties under title 11 of the United States Code; and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to obtain the post-petition financing according to the terms negotiated by management of the Limited Partnership; and in connection therewith, the officers of the General Partner, on behalf of the Limited Partnership, are hereby authorized and directed to execute appropriate loan agreements and related ancillary documents;

BE IT FURTHER RESOLVED THAT: The form, terms and provisions of the Third Amendment to the Second Amended and Restated Credit Agreement by and among Anthony Crane Rental L.P. (the "Borrower"), Anthony Crane Capital Corporation, Carlisle GP, L.L.C., Carlisle Equipment Group, L.P., Sacramento Valley Crane Service, Inc., Maxim Crane Works, L.L.C., Anthony Crane Holdings Capital Corporation, The Crane & Rigging Company L.L.C., ACR/Dunn Acquisition, Inc., Thompson & Rich Crane Service, Inc., Anthony International Equipment Services Corporation, Anthony Crane International, L.P., Husky Crane, Inc., ACR Management, L.L.C., Anthony Sales & Leasing Corporation, Anthony Crane Rental Holdings, L.P., and Anthony Crane Sales & Leasing, L.P., each as a Guarantor (and together the "Guarantors"), Fleet National Bank ("Fleet"), as agent for the lenders a party thereto (the "DIP Lenders") (in such capacity, the "DIP Agent"), co-DIP arranger and a DIP Lender, Goldman Sachs Credit Partners L.P. ("Goldman"), as co-DIP arranger (in such capacity, together with Fleet in its capacity as co-DIP arranger, the "DIP Arrangers") and a DIP Lender (the "DIP Loan Amendment"),and any other instruments, certificates, notices, notes, assignment and other documents required to be delivered by or in connection with the DIP Loan Amendment (collectively with the DIP Loan Amendment, the "DIP Loan Documents") are hereby, in all respects confirmed, approved and ratified;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to make changes to the DIP Loan Amendment and DIP Loan Documents as necessary, and all such acts

and actions taken by the officers are hereby, in all respects confirmed, approved and ratified;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to enter into the DIP Loan Amendment and each of the DIP Loan Documents; and in connection therewith the officers are further authorized to execute and deliver, from time to time, all such other documents, instruments and agreements and perform all such other acts as may be required in connection with the DIP Loan Amendment;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and directed to enter into that certain Lock Up, Voting and Consent Agreement dated as of May 20, 2004, and that all acts and actions taken by the officers in regards thereto, including drafting and negotiating this agreement, are hereby, in all respects, confirmed, approved and ratified;

BE IT FURTHER RESOLVED THAT: The officers of the General Partner, on behalf of the Limited Partnership, be, and they hereby are, authorized and empowered for, in the name of, and on behalf of the Limited Partnership, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such instruments as each, in his discretion, may deem necessary or advisable in order to carry out the purpose and intent of the foregoing; and

BE IT FURTHER RESOLVED THAT: All of the acts and transactions relating to matters contemplated by the foregoing resolutions done in the name of and on behalf of the Limited Partnership, which acts would have been approved by the foregoing resolutions except that such acts were taken before this resolution was certified, are hereby in all respects approved and ratified.

CERTIFICATE

The undersigned, Ronald M. Marmo, Vice President of Administration of Anthony Sales & Leasing Corporation (the "General Partner"), a Delaware corporation, the General Partner of Anthony Crane Sales & Leasing, L.P. (the "Limited Partnership") hereby certifies as follows:

1. I am the duly qualified and elected Vice President of Administration of the General Partner and, as such, I am familiar with the facts herein certified and I am duly authorized to certify same on behalf of the General Partner and the Limited Partnership.

2. Attached hereto is a true, complete and correct copy of the resolution of the General Partner of the Limited Partnership, duly adopted by written consent pursuant to the Limited Partnership Agreement of the Limited Partnership.

3. Such consent has not been amended, altered, annulled, rescinded or revoked and is in full force and effect as of the date hereof. There exists no other subsequent consent of the General Partner or the Limited Partnership relating to the matters set forth in the consent attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this certificate of the 11th day of June, 2004.

ANTHONY CRANE SALES & LEASING, L.P.

By: Anthony Sales & Leasing Corporation.
Its: General Partner

By: Ronald M. Marmo
Ronald M. Marmo
Its: Vice President of Administration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: ACR MANAGEMENT, L.L.C., et al.,[1] Debtors.	Case No. 04-0_____(____) Chapter 11 (Jointly Administered)
ACR MANAGEMENT, L.L.C., et al., Movants, v. NO RESPONDENT.	Docket No. ____ Hearing Date and Time: _____ Objection Deadline: _____

CERTIFICATION CONCERNING CONSOLIDATED MASTER CREDITOR LIST

The undersigned, a duly authorized officer of Anthony Sales and Leasing Corporation, the General Partner of Anthony Crane Sales & Leasing, L.P., a Pennsylvania limited partnership (the "Debtor" and along with the remaining above-captioned debtors, collectively, the "Debtors"), hereby certifies under penalty of perjury that the master creditor list electronically filed contemporaneously herewith, as best as could be ascertained after diligent inquiry, is a full and complete list of all creditors and parties with whom the Debtors conduct business including their mailing addresses (the "Master Creditor List"). The Debtors will update this Master Creditor List as more information

[1] The Debtors are the following entities: ACR Management, L.L.C., Anthony Crane Rental Holdings, L.P., ACR/Dunn Acquisition, Inc., Anthony Crane Capital Corporation, Anthony Crane Holdings Capital Corporation, Anthony Crane International, L.P., Anthony Crane Sales & Leasing, L.P., Anthony International Equipment Services Corporation, Anthony Sales & Leasing Corporation, Carlisle Equipment Group, L.P., Carlisle GP, L.L.C., Husky Crane, Inc., Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, Maxim Crane Works, LLC, Sacramento Valley Crane Service, Inc., The Crane & Rigging Company, LLC, Thompson & Rich Crane Service, Inc.

becomes available. To the extent practicable, the Master Creditor List complies with Local Rule 1007-1 of the Bankruptcy Court for the Western District of Pennsylvania.

The information contained herein is based upon a review of the Debtors' books and records. However, no comprehensive legal and/or factual investigations with regard to possible defenses to any claims set forth in this document have been completed. Therefore, this listing does not and should not be deemed to constitute: (1) a waiver of any defense to any below-listed claims; (2) an acknowledgment of the allowability of any below-listed claims; and/or (3) a waiver of any other right or legal position of the Debtors.

I declare under penalty of perjury, pursuant to Local Rule 1007-1 of the United States Bankruptcy Court for the Western District of Pennsylvania, that the foregoing is true and correct.

Executed this 8th day of June, 2004, at Pittsburgh, Pennsylvania.

By: Ronald M. Marmo

Title: Vice President of Administration

SWORN TO AND SUBSCRIBED before me this 8th day of June, 2004.

Notary Public

Notarial Seal
Cynthia M. Wilkie, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 13, 2006
Member, Pennsylvania Association Of Notaries

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: ACR MANAGEMENT, L.L.C., et al.,[1] Debtors.	Case No. 04-0_____(____) Chapter 11 (Jointly Administered)
ACR MANAGEMENT, L.L.C., et al., Movants, v. NO RESPONDENT.	Docket No. ____ Hearing Date and Time: _____ Objection Deadline: _____

CONSOLIDATED LIST OF CREDITORS HOLDING LARGEST UNSECURED CLAIMS AGAINST THE DEBTORS

The following is the consolidated list of the above-captioned debtor's and debtors' in possession (collectively the "Debtors") creditors holding the largest unsecured claims (the "Consolidated List"). The Consolidated List is prepared in accordance with FED.R.BANKR. P. 1007(d) for filing in this chapter 11 case. The Consolidated List does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101 or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the largest unsecured claims as of June 10, 2004, unless otherwise indicated below.

(1) NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF CREDITOR	(2) NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE OF EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	(3) NATURE OF CLAIM (trade debt, bank loan, government contracts, etc)	(4) AMOUNT OF CLAIM (If secured also state value of security)
US Bank National Association 225 Asylum Street Hartford, CT 06103 Tel: (800) 934-6802 Fax: (860)241-6897	Attn: Corporate Trust Services US Bank National Association 225 Asylum Street Hartford, CT 06103 Tel: (800) 934-6802 Fax: (860)241-6897	12.375% Discount Debentures	$48,000,000.00

[1] The Debtors are the following entities: ACR Management, L.L.C., Anthony Crane Rental Holdings, L.P., ACR/Dunn Acquisition, Inc., Anthony Crane Capital Corporation, Anthony Crane Holdings Capital Corporation, Anthony Crane International, L.P., Anthony Crane Sales & Leasing, L.P., Anthony International Equipment Services Corporation, Anthony Sales & Leasing Corporation, Carlisle Equipment Group, L.P., Carlisle GP, L.L.C., Husky Crane, Inc., Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, Maxim Crane Works, LLC, Sacramento Valley Crane Service, Inc., The Crane & Rigging Company, LLC, Thompson & Rich Crane Service, Inc.

(1) NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF CREDITOR	(2) NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE OF EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	(3) NATURE OF CLAIM (trade debt, bank loan, government contracts, etc)	(4) AMOUNT OF CLAIM (If secured also state value of security)
L B X Company, LLC Excavation Parts P O Box 640831 Cincinnati, OH 45264-0831 Tel: (859) 245-3998 Fax: (859) 245-3965	Attn: Bob Harvell L B X Company, LLC Excavation Parts 2333 Alumni Park Plaza Suite 200 Lexington, KY 40512 Tel: (859) 245-3900 Fax: (859) 245-3909	Trade Debt	$340,734.71
Link Belt Construction P O Box 631636 Cincinnati, OH 452631 Tel: (859) 264-6307 Fax: (859) 263-5260	Attn: Chuck Martz, President Link Belt Construction Equipment 2651 Palumbo Drive Lexington, KY 40509-1233 Tel: (859) 264-6307 Fax: (859) 263-5260	Trade Debt	$97,788.73
Premier Technologies, Inc. P O Box 3500 Pittsburgh, PA 15230 Tel: (412) 788-8080 Fax: (412)788-1778	Attn: Tim Steinour Premier Technologies 4 Penn Center W, #230 Pittsburgh, PA 15276-0107 Tel: (412) 788-8080 Fax: (412) 788-1778	Trade Debt	$75,986.57
JLG Industries, Inc. P O Box 64451 Baltimore, MD 21264 Tel: (717) 485-5161 Fax: (717) 485-6417	Attn: Thomas D. Singer General Counsel JLG Industries, Inc. One JLG Drive McConnelsburg, PA 17233-9533 Tel: (717) 485-5161 Fax: (717) 485-6417	Trade Debt	$54,031.78
The Rubinoff Company 30 Isabella Street, #2 Pittsburgh, PA 15212-5811 Tel: (412) 231-1000 Fax: (412) 231-6330	Attn: Richard Rubinoff, Manager The Rubinoff Company. 30 Isabella Street, #2 Pittsburgh, PA 15212-5811 Tel: (412) 231-1000 Fax: (412) 231-6330	Trade Debt	$38,549.42
Concrete and Steel Erectors P O Box 15946 Baton Rouge, LA 70895 Tel: (225) 344-9339 Fax: (225) 293-8537	Attn: Controller Concrete and Steel Erectors 11055 Airline Highway Baton Rouge, LA 70816 Tel: (225) 344-9339 Fax: (225) 293-8537	Trade Debt	$28,759.00
Reeve Trucking Company P.O. Box 5126 Stockton, CA 95205 Tel: (209) 948-4061 Fax:	Attn: Don Reeve, Owner 5050 Carpenter Road Stockton, CA 95215-8105 Tel: (209) 948-4061 Fax: (209) 948-4061	Trade Debt	$25,461.33
Liebherr-Cranes, Inc. 4100 Chestnut Avenue Newport News, VA 23605 Tel: (757) 928-8744 Fax: (757) 245-5263	Attn: Ronald E. Jacobson, President Liebherr-Cranes, Inc 4100 Chestnut Avenue Newport News, VA 23605 Tel: (757) 928-8744 Fax: (757) 245-5263	Trade Debt	$22,680.00
Verizon Communications, Inc. 1305 Solutions Center Chicago, IL 60677 Tel: (513) 543-6300 Fax: (212) 869-3265	Attn: William P. Barr, General Counsel Verizon Communications, Inc. 1095 Avenue of the Americas New York, NY 10036-6704 Tel: (513) 543-6300 Fax: (212) 869-3265	Trade Debt	$22,431.14
Industrial Information Resources, Inc. P.O. Box 42442 Houston, TX 77242-2242 Tel: (713) 783-5147 Fax: (713) 266-9306	Attn: Ed Lewis, President Industrial Information Resources, Inc. 6161 Savoy Lane, Ste. 150 Houston, TX 77036-3316 Tel: (713) 783-5147 Fax: (713) 266-9306	Trade Debt	$20,259.50
Contractors Cargo 500 South Alameda Street Compton, CA 90221-3801 Teal: (310) 609-1957 Fax: (310) 609-1767	Attn: Gerald Wheeler, President Contractors Cargo 500 South Alameda Street Compton, CA 90221-3801 Teal: (310) 609-1957 Fax: (310) 609-1767	Trade Debt	$20,000.00

(1) NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF CREDITOR	(2) NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE OF EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	(3) NATURE OF CLAIM (trade debt, bank loan, government contracts, etc)	(4) AMOUNT OF CLAIM (If secured also state value of security)
Ohio Cat P O Box 931029 Cleveland, OH 44193 Tel: (614) 878-2287 Fax: (614) 851-3736	Attn: Ken Taylor, President 3993 E. Reyattan Road Broadview Heights, OH 44147 Tel: (440) 838-7354 Fax: (440) 838-7340	Trade Debt	$18,753.93
Cingular Wireless P O Box 6420 Carol Stream, IL 60197 Tel: (800) 466-0067 Fax: (866) 425-9278	Midland Treasury Team Cingular Wireless Attn: Bankruptcy Department 5407 Andrews Highway Midland, TX 79706 Tel: (800) 466-0067 Fax: (866) 425-9278	Trade Debt	$18,190.02
JCR Crane, Inc. 5206 North Main Street Baytown, TX 77521-9671 Tel: (281) 839-1115 Fax: (281) 839-1139	Attn: J Roy, President JCR Crane, Inc. 5206 North Main Street Baytown, TX 77521-9671 Tel: (281) 839-1115 Fax: (281) 839-1139	Trade Debt	$18,000.00
B P Oil Company 12528 Collections Center Drive Chicago, IL 60693 Tel: (877) 728-1815 Fax: (216) 271-8033	Attn: Credit Department B P Oil Company 12528 Collections Center Drive Chicago, IL 60693 Tel: (877) 728-1815 Fax: (216) 271-8033	Trade Debt	$15,627.35
Smoke Oil Company P O Box 6050 Spartanburg, SC 29304 Tel: (864) 578-6686 Fax: (864) 599-9612	Attn: Tom Nuckolls, President Smoke Oil Company 50 King Line Spartanburg, SC 29302-4149 Tel: (864) 578-6686 Fax: (864) 599-9612	Trade Debt	$15,472.18
Nextel Communications P O Box 641954 Pittsburgh, PA 15264-1954 Tel: (800) 639-6111 Fax: (703) 394-3001	Attn: Leonard Kennedy, General Counsel Nextel Communications 2001 Edmund Halley Dr Reston, VA 20191-3436 Tel: (703) 433-4000 Fax: (703) 394-3001	Trade Debt	$15,243.48
Crane and Tractor, Inc. 1600 Harmon Avenue Columbus, OH 43223-3376 Tel: (800) 639-6111 Fax: (614) 443-3035	Attn: Jerry Zosel, President Crane and Tractor, Inc. 1600 Harmon Avenue Columbus, OH 43223-3376 Tel: (800) 639-6111 Fax: (614) 443-3035	Trade Debt	$14,721.29
International Commodity Carriers, Inc. 2090 Commerce Drive Medford, OR 97504 Tel: (541) 734-9141 Fax: (541) 734-9142	Attn: Dewey Wilson, President International Commodity Carriers, Inc. 2090 Commerce Drive Medford, OR 97504-9744 Tel: (541) 734-9141 Fax: (541) 734-9142	Trade Debt	$12,575.00

Unsworn Declaration under Penalty of Perjury (partnership or corporation) - I declare under penalty of perjury that I have read the answers contained in the foregoing list of creditors and that they are true and correct to the best of my knowledge, information and belief.

June 14, 2004 — Date

Signature

Ronald M. Marmo, Vice President of Administration
Print Name and Title

(An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.)

Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:	)	
ACR MANAGEMENT, L.L.C., et al.,[1]	)	Case No. 04-0_____(____)
	)	Chapter 11
Debtors.	)	(Jointly Administered)
ACR MANAGEMENT, L.L.C., et al.,	)	Docket No. ____
Movants,	)	Hearing Date and Time: _____
v.	)	Objection Deadline: _____
NO RESPONDENT.	)	

CONSOLIDATED LIST OF EQUITY SECURITY HOLDERS[2]

- ACR Management, L.L.C. is 71.38% owned by Bain/ACR, L.L.C., 17.64% owned by Anthony Iron and Metal Company, 0.24% owned by Richard Ferchak, Sr., 1.22% owned by Arthur Innamorato, Trustee, 0.98% owned by Albert Bove, 0.24% owned by Joseph Connelly, 0.24% owned by Michael Corn, 0.24% owned by Frank Hanjorgiris, 0.24% owned by Rich Rossi, 3.67% owned by David W. Mahokey, 0.73% owned by Paul Edgerley, 1.62% owned by Jeffrey Fenton, 0.38% owned by William B. Kania, 0.77% owned by Bryan Carlisle, 0.18% owned by Robert Carlisle, 0.05% owned by Bert

[1] The Debtors are the following entities: ACR Management, L.L.C., Anthony Crane Rental Holdings, L.P., ACR/Dunn Acquisition, Inc., Anthony Crane Capital Corporation, Anthony Crane Holdings Capital Corporation, Anthony Crane International, L.P., Anthony Crane Sales & Leasing, L.P., Anthony International Equipment Services Corporation, Anthony Sales & Leasing Corporation, Carlisle Equipment Group, L.P., Carlisle GP, L.L.C., Husky Crane, Inc., Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, Maxim Crane Works, LLC, Sacramento Valley Crane Service, Inc., The Crane & Rigging Company, LLC, Thompson & Rich Crane Service, Inc.

[2] This list serves as the disclosure required to be made by the Debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of 12/31/03.

Adams, 0.05% owned by Bruce Lott, 0.05% owned by Gary Hoffman and 0.05% owned by William Erwin.

- The equity ownership of Anthony Crane Rental Holdings, L.P., is as follows:
  - Class A Preferred Units - 100% owned by Anthony Iron and Metal Company.
  - Class B Preferred Units - 100% owned by Carlisle Construction Co., Inc.
  - Class A Common Units - 71.33% owned by Bain/ACR L.L.C., 1.03% owned by ACR Management, L.L.C., 17.68% owned by Anthony Iron and Metal Company, 1.23% owned by Arthur J. Innamorato, Trustee, 0.98% owned by Albert C. Bove, 0.25% owned by Richard Ferchak, Sr., 0.25% owned by Joe Connelly, 0.25% owned by Michael Corn, 0.49% owned by Richard Rossi, 0.25% owned by Frank Hanjorgiris, 3.70% owned by David W. Mahokey, 0.72% owned by Paul Edgerley, 1.11% owned by Jeffrey Fenton, 0.38% owned by William B. Kania, 0.35% owned by Surfboard & Co.
  - Class B Common Units - 9.16% owned by Arthur J. Inamorato, Trustee, 27.75% owned by Jeffrey Fenton, 9.16% owned by Albert C. Bove, 6.10% owned by Richard Ferchak, 6.10% owned by Joe Connelly, 2.44% owned by Mike Corn, 3.05% owned by Richard Rossi, 2.44% owned by Frank Hanjorgiris, 3.91% owned by James M. Mullaney, 20.10% owned by Bryan Carlisle, 4.69% owned by Robert Carlisle, 1.34% owned by Bruce Lott, 1.34% owned by Bert Adams, 1.21% owned by Gary Hoffmann, 1.21% owned by William Erwin, 3.83% owned by Joseph Vaccarello.
  - Class C Common Units - 9.16% owned by Arthur J. Innamorato, Trustee, 27.75% owned by Jeffrey Fenton, 9.16% owned by Albert C. Bove, 6.10% owned by Richard Ferchak, 6.10% owned by Joe Connelly, 2.44% owned by Mike Corn, 3.05% owned by Richard Rossi, 2.44% owned by Frank Hanjorgiris, 3.91% owned by James M. Mullaney, 20.10% owned by Bryan Carlisle, 4.69% owned by Robert Carlisle, 1.34% owned by Bruce Lott, 1.34% owned by Bert Adams, 1.21% owned by Gary Hoffmann, 1.21% owned by William Erwin, 3.83% owned by Joseph Vaccarello.
  - Class L Common Units - 71.33% owned by Bain/ACR, L.L.C, 1.03% owned by ACR Management, L.L.C., 17.68% owned by Anthony Iron and Metal Company, 3.70% owned by David W. Mahokey, 0.72% owned by Paul Edgerly, 1.23% owned by Arthur J. Innamorato, Trustee, 1.11% owned by Jeffrey Fenton, 0.98% owned by Albert C. Bove, 0.38% owned by William B. Kania, 0.25% owned by Richard Ferchak, 0.25% owned by Joe Connelly, 0.25% owned by Mike Corn, 0.49% owned by Richard Rossi, 0.25% owned by Frank Hanjorgiris, 0.35% owned by Surfboard & Co.
- ACR/Dunn Acquisition, Inc., is 100% owned by Anthony Crane Rental, L.P.
- Anthony Crane Capital Corporation is 100% owned by Anthony Crane Rental, L.P.

- Anthony Crane Holdings Capital Corporation is 100% owned by Anthony Crane Rental Holdings, L.P.

- Anthony Crane International, L.P., is 99% owned by Anthony Crane Rental, L.P., and 1% owned by Anthony International Equipment Services Corporation.

- Anthony Crane Sales & Leasing, L.P., is 99% owned by Anthony Crane Rental, L.P., and 1% owned by Anthony Sales & Leasing Corporation.

- Anthony International Equipment Services Corporation is 100% owned by Maxim/Anthony Crane Rental, L.P.

- Anthony Sales & Leasing Corporation is 100% owned by Anthony Crane Rental, L.P.

- Carlisle Equipment Group, L.P., is 99% owned by Anthony Crane Rental, L.P., and 1% owned by Carlisle GP, L.L.C.

- Carlisle GP, L.L.C., is 100% owned by Anthony Crane Rental, L.P.

- Husky Crane, Inc., is 100% owned by Anthony Crane Rental, L.P.

- Anthony Crane Rental, L.P., d/b/a Maxim Crane Works is 93.48% owned by Anthony Crane Rental Holdings, L.P., 1% owned by ACR Management, L.L.C., 0.74% owned by Husky Crane, Inc., 3.33% owned by ACR/Dunn Acquisition Inc., 0.61% owned by Sacramento Valley Crane Service, Inc., and 0.84% owned by Thompson & Rich Crane Service, Inc.

- Maxim Crane Works, L.L.C., is 100% owned by Anthony Crane Rental, L.P.

- Sacramento Valley Crane Service, Inc., is 100% owned by Anthony Crane Rental, L.P.

- The Crane & Rigging Company L.L.C., is 100% owned by Anthony Crane Rental, L.P.

- Thompson & Rich Crane Service, Inc., is 100% owned by Anthony Crane Rental, L.P.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: ACR MANAGEMENT, L.L.C., et al.,[1] Debtors.	)	Case No. 04-0_____(____) Chapter 11 (Jointly Administered)
ACR MANAGEMENT, L.L.C., et al., Movants, v. NO RESPONDENT.	)	Docket No. ____ Hearing Date and Time: _____ Objection Deadline: _____

CERTIFICATION CONCERNING LIST OF EQUITY SECURITY HOLDERS

The undersigned, a duly authorized officer of Anthony Sales and Leasing Corporation, the General Partner of Anthony Crane Sales & Leasing, L.P., a Pennsylvania limited partnership (the "Debtor" and along with the remaining above-captioned debtors, collectively, the "Debtors"), hereby certifies under penalty of perjury that the consolidated list of the equity security holders of the Debtors submitted herewith is complete and, to the best of the Debtors' knowledge, correct and consistent with Debtors' books and records.

[1] The Debtors are the following entities: ACR Management, L.L.C., Anthony Crane Rental Holdings, L.P., ACR/Dunn Acquisition, Inc., Anthony Crane Capital Corporation, Anthony Crane Holdings Capital Corporation, Anthony Crane International, L.P., Anthony Crane Sales & Leasing, L.P., Anthony International Equipment Services Corporation, Anthony Sales & Leasing Corporation, Carlisle Equipment Group, L.P., Carlisle GP, L.L.C., Husky Crane, Inc., Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, Maxim Crane Works, LLC, Sacramento Valley Crane Service, Inc., The Crane & Rigging Company, LLC, Thompson & Rich Crane Service, Inc.

The information contained herein is based upon a review of Debtors' books and records. However, no comprehensive legal and/or factual investigations with regard to possible defenses to any claims set forth in this document have been completed. Therefore, this listing does not and should not be deemed to constitute: (1) a waiver of any defense to any below-listed claims; (2) an acknowledgment of the allowability of any below-listed claims; and/or (3) a waiver of any other right or legal position of the Debtors.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 8th day of June, 2004, at Pittsburgh, Pennsylvania.

By: Ronald M. Marmo

Title: Vice President of Administration

SWORN TO AND SUBSCRIBED before me this 8th day of June, 2004.

Notary Public

Notarial Seal
Cynthia M. Wilkie, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 13, 2006
Member, Pennsylvania Association Of Notaries