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

In re: ACR MANAGEMENT, L.L.C., et al., Debtors.	Case No. 04-27848-MBM Chapter 11
ACR MANAGEMENT, L.L.C., et al., Movants, v. CATERPILLAR FINANCIAL SERVICES CORPORATION, Respondent.	Re: Document No.180 Hearing Date and Time: February 1, 2005 **Objection Deadline: 1/25/2005**

LIMITED OBJECTION OF CATERPILLAR FINANCIAL SERVICES CORPORATION TO DEBTORS' MOTION FOR ORDER UNDER SECTION 365(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO ASSUME CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND FIXING CURE AMOUNTS

Caterpillar Financial Services Corporation ("Caterpillar"), by and through its undersigned counsel, submits the within Limited Objection to Debtors' Motion for Order Under Section 365(a) of the Bankruptcy Code Authorizing the Debtors to Assume Certain Executory Contracts and Unexpired Leases and Fixing Cure Amounts (the "Motion"), and in support thereof, respectfully states as follows:

1. On June 14, 2004 (the "Petition Date"), Anthony Crane Rental, L.P. (the "Debtor") filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Upon

information and belief, the Debtor continues to be in possession of its property and is operating its business as a debtor-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

2. Prior to the Petition Date, Caterpillar and the Debtor entered into contract numbers 142239-001 and 143458-001 for the Debtor's purchase of: (a) one (1) Caterpillar Track Type Tractor (S/N 6CS00639) and (b) one (1) Caterpillar Backhoe Loader Model 416(C) (S/N 4ZN19765) (collectively, the "Contracts").

3. The Debtor filed the Motion seeking, *inter alia*, to assume the Contracts.

4. As stated in the Motion, prior to assuming the Contracts, 11 U.S.C. § 365 requires that the Debtor cure all arrearages due and owing Caterpillar under the Contracts.

5. The Motion incorrectly states that there are $0 cure amounts due and owing Caterpillar under the Contracts. To the contrary, the Debtor currently owes Caterpillar $1,029.91 due to the fact that it missed its June 2004 payment due under Contract #142239-001 (the "Cure Amount").

6. Representatives for Caterpillar have spoken with the Debtor regarding the missing June 2004 payment, and were informed that such payment would be cured. Upon payment of the Cure Amount, Caterpillar shall withdraw its limited objection to the Motion.

WHEREFORE, Caterpillar respectfully requests that this Honorable Court enter an Order denying the Motion and grant Caterpillar such further relief as this Court deems just and proper.

Dated: January 25, 2005

Respectfully submitted,

BUCHANAN INGERSOLL PC

/s/ Timothy P. Palmer

Timothy P. Palmer
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219
(412) 562-8413