

d/e

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

In re:	)	Chapter 11
	)	
ACR MANAGEMENT, L.L.C., <u>et al.</u> ,	)	Case No. 04-027848-MBM
	)	
Debtors,	)	(Jointly Administered)
	)	
	)	Document No. _____
	)	
ANTHONY CRANE RENTAL, L.P. d/b/a	)	Related to Document No. <u>1740</u>
MAXIM CRANE WORKS,	)	
	)	Hearing Date & Time: _____
Movant,	)	
	)	Response Deadline: _____
NO RESPONDENT.	)	

**SETTLEMENT STIPULATION**

AND NOW, come Anthony Crane Rental, L.P. d/b/a Maxim Crane Works ("Maxim") and Pennsylvania Commercial Real Estate, Inc. d/b/a Colliers Penn ("Colliers Penn"), by and through their undersigned counsel, and enter into the within Settlement Stipulation (the "Stipulation") on terms as follows:

WHEREAS, on June 14, 2004 (the "Petition Date"), Maxim (and other affiliated entities) filed Chapter 11 cases, which are being jointly administered at the above-referenced case number;

WHEREAS, on December 30, 2004, the Chapter 11 Plan of Reorganization (the "Plan") for Maxim (and the affiliated debtors) was confirmed by this Honorable Court;

WHEREAS, prior to the Petition Date, on April 21, 2004, Maxim and Colliers Penn had entered into a Tenant Representation Agreement (the "Contract"), whereby Colliers Penn was to, in essence, locate non-residential real property for Maxim to lease for its operations;

WHEREAS, via its Plan, Maxim rejected its Contract with Colliers Penn and Colliers Penn thereafter filed a timely Contract rejection damages claim in the amount of at least \$100,000, which was estimated by Colliers Penn since it had little information available to it associated with its claim;

WHEREAS, following confirmation of the Maxim Plan, Colliers Penn instituted litigation in the Court of Common Pleas of Allegheny County on February 1, 2005 (the "State Court Litigation") against Development Dimensions, Inc. ("DDI") asserting, inter alia, that DDI had interfered with Colliers Penn's Contract with Maxim;

WHEREAS, after the State Court Litigation was instituted, Maxim filed with this Honorable Court an "Emergency Motion to Enforce Discharge Injunction Against Colliers Penn Pursuant to Debtors' Plan of Reorganization and LR 9013-2(a)" (the "Emergency Motion");

WHEREAS, a preliminary hearing was held on the Emergency Motion on April 28, 2005, following which Colliers Penn and Maxim were afforded the opportunities to file a brief and reply brief, respectively;

WHEREAS, since the hearing, Colliers Penn and Maxim have engaged in settlement discussions and associated due diligence and entered into an extension of the aforementioned briefing deadlines, which extension was approved by this Court on May 16, 2005;

WHEREAS, it is obvious to Colliers Penn and Maxim that they have serious factual and legal issues disagreements, which would not be easily resolved even at trial and would require significant expenditures of legal fees and expenses, as well as considerable time commitments from Maxim and Colliers Penn business persons, who would be involved if the litigation continued, with no real certainty as to the outcome; and,

WHEREAS, Colliers Penn and Maxim, having determined that an amicable resolution of their disputes is their better mutual course of action, have entered into this Stipulation to resolve those disputes.

NOW THEREFORE, intending to be legally bound, Maxim and Colliers Penn enter into this Stipulation to resolve their disputes.

1. The foregoing preambles form a part of this Stipulation and are incorporated by reference hereto as if fully set forth herein.

2. Maxim and Colliers Penn agree that, in full resolution of all disputes, claims and controversies between them, Colliers Penn will be afforded an Allowed \$150,000 Class 7 General Unsecured Claim under the confirmed Plan (the "Allowed Colliers Penn Claim").

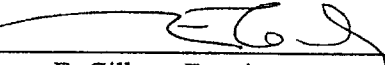
3. Maxim makes no warranties or representations to Colliers Penn concerning the amount or timing of distribution(s) on the Allowed Colliers Penn Claim and Colliers Penn acknowledges that it bears all risks related thereto, other than as to allowance.

4. Upon Court approval of this Stipulation, Maxim and Colliers Penn will be deemed to have released one another from any and all claims, controversies and disputes, from the beginning of time to the date of this Stipulation, except that the mutual releases shall not affect in any way the Allowed Colliers Penn Claim and the right of Colliers Penn to receive distribution(s) on said claim or to otherwise enforce that claim in accordance with the Plan.

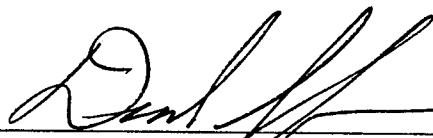
5. Colliers Penn has entered into a separate arrangement with DDI whereby Colliers Penn has agreed, subject to this Honorable Court's approval of this Stipulation, to dismiss with prejudice the State Court Litigation against DDI within ten (10) days after approval of this Stipulation becomes final and not subject to appeal or reconsideration.

6. This Stipulation is subject to Bankruptcy Court approval. If such approval is denied, the rights of Colliers Penn and Maxim shall be those which existed before this Stipulation was entered into, as if it had never been executed.


Date: May 26, 2005

By:   
Norman E. Gilkey, Esquire  
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d/b/a Colliers Penn

Date: May 26, 2005

By:   
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1700 Grant Building  
Pittsburgh, PA 15219  
(412) 261-0310  
Attorney for Anthony Crane Rental, L.P.  
d/b/a Maxim Crane Works

Stipulation approved this 26 day of June, 2005.

  
M. Bruce McCullough  
Chief Bankruptcy Judge

**FILED**

**MAY 26 2005**

**CLERK OF BANKRUPTCY COURT  
WEST DIST. OF PENNSYLVANIA**

Enterprise Systems Incorporated  
11487 Sunset Hills Road  
Reston, Virginia 20190-5234

# CERTIFICATE OF SERVICE

District/off: 0315-2  
Case: 04-27848

User: csus  
Form ID: pdf900

Page 1 of 1  
Total Served: 2

Date Rcvd: May 27, 2005

The following entities were served by first class mail on May 29, 2005.

aty +David Bruce Salzman, Campbell & Levine, LLC, 1700 Grant Building, Pittsburgh, PA 15219-2348  
aty +Norman E. Gilkey, Babst, Calland, Clements & Zomnir, P.C., Two Gateway Center, 8th Floor,  
Pittsburgh, PA 15222-1425

The following entities were served by electronic transmission.

NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

**First Meeting of Creditor Notices only (Official Form 9):** Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 29, 2005

Signature:

