

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF PENNSYLVANIA		PROOF OF CLAIM	
In re: ACR Management LLC et al		Case Number: 04-27848-MBM (Jointly Administered)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.	
Name of Creditor and Address: TIC - The Industrial Company 2211 Elk River Road PO Box 774848 Steamboat Springs, CO 80477		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. THIS SPACE IS FOR COURT USE ONLY	
Creditor Telephone Number (Q7D) <u>870-2561</u>		ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input checked="" type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (describe briefly) <u>See attachment</u>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from: _____ to _____ <div style="text-align: right;">(date) (date)</div>	
2. DATE DEBT WAS INCURRED: <u>See attachment</u>		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ _____ (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (Total)			
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. SECURED CLAIM <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		7. UNSECURED PRIORITY CLAIM <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)*, earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____)	
6. UNSECURED NONPRIORITY CLAIM \$ <u>See attachment</u> <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		* Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
8. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.			
9. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS if the documents are not available, explain. If the documents are voluminous, attach a summary.			
10. DATE-STAMPED COPY: To receive an acknowledgment of your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim.			
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 pm, Eastern Time on November 17, 2004 for Non-Governmental Claimants OR on or before December 13, 2004 for Governmental Units. BY MAIL TO: ACR Management LLC et al c/o BMC Group, f/k/a Bankruptcy Management Corp PO Box 1055 El Segundo, CA 90245-1055		BY HAND OR OVERNIGHT DELIVERY TO: ACR Management LLC et al c/o BMC Group, f/k/a Bankruptcy Management Corp 1330 East Franklin Ave El Segundo, CA 90245	
DATE SIGNED: <u>3-28-05</u>		SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <div style="text-align: center;">  James F. Kissane Vice President </div>	

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 AND 3571

THIS SPACE FOR COURT
USE ONLY

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

In re:	:	Chapter 11
	:	
ACR MANAGEMENT, L.L.C.,	:	
et al.,	:	Case No. 04-27848-MBM
	:	
Debtors.	:	(Jointly Administered)

ATTACHMENT TO THE PROOF OF CLAIM OF
TIC - THE INDUSTRIAL COMPANY

In accordance with the Notice Pursuant to Local Rule 3002-1(b) of Fixing of Supplemental Bar Date for the Filing of Certain Claims, TIC - The Industrial Company, on behalf of itself and its subsidiaries (collectively referred to as "TIC"), hereby files the following proof of claim:

Background

1. Claimant TIC is a corporation with its principal place of business located at 2211 Elk River Road, Steamboat Springs, Colorado.
2. Debtor Anthony Crane Rental, L.P. d/b/a Maxim's Crane Works ("Debtor") filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on June 14, 2004.
3. On or about December 23, 2004, Debtor filed its Second Amendment of Debtors' Schedules of Assets and Liabilities (the "Amended Schedules").
4. Schedule F of the Amended Schedules list "Javier Evan" (Vendor No. 3666) and "Valero Refinery c/o TIC - The Industrial Co" (Vendor No. 3921) as creditors holding unsecured claims.

5. The address listed on Schedule F of the Amended Schedules with respect to “Valero Refinery c/o TIC – The Industrial Co” is not an address maintained by TIC.

6. TIC has not been served with any notices or other filings with respect to bar dates for the filing of claims which may have been established in Debtor’s bankruptcy proceedings.

7. This proof of claim relates to a contract between TIC and Debtor regarding the performance of certain work at a petroleum refinery in California. During the course of the work, an accident occurred as a result of the acts and/or omissions of Debtor and its employees with respect to the operation of a crane. As a result of this accident, TIC has incurred a variety of damages, expenses and costs for which it is seeking payment in this Proof of Claim. By virtue of its contract with TIC, Debtor is responsible for all damages, costs and expenses associated with the accident and the other damages asserted in this Proof of Claim.

The Project

8. TIC entered into a subcontract with Gulf States, Inc. to perform certain work and provide certain services in connection with the construction of the Alkylation DeBottleneck Mechanical and Electrical Project at a petroleum refining facility owned by Valero Refining Company (“Valero”) and located at 3400 East Second Street, Benicia, California (the “Project”). Gulf States had previously entered into a contract with Valero to serve as the general contractor for the Project.

9. TIC, in turn, entered into a contract with Debtor with an effective date as of December 30, 2003 (the “Contract”) to provide crane and rigging services for the Project. A copy of the Contract is attached hereto as Exhibit 1.

10. The Contract provides, *inter alia*, that Debtor will indemnify, defend and hold harmless all Indemnitees (as this term is defined by the Contract) from and against any and all

Claims, Damages and Legal Costs (as these terms are defined by the Contract) arising from Debtor's conduct and/or inaction. *See Contract at Section 8.*

11. TIC is an Indemnatee under the terms of the Contract.

The Claims Against Debtor

12. On or about February 5, 2004, Javier Evan, an employee of Gulf States, was injured during the course of the Project.

13. According to the complaint filed by Javier Evan and Lisa Rosell, Mr. Evan was injured when a crane owned and/or operated by Debtor lowered a tower onto Mr. Evan, severing three fingers and causing internal and external injuries. A copy of the amended complaint is attached hereto as Exhibit 2.

14. The alleged injuries suffered by Mr. Evan and Ms. Rosell were the result of acts and/or omissions of Debtor and/or its employees.

15. The statement of damages accompanying the complaint filed by Javier Evan and Lisa Rosell claims damages in the aggregate amount of \$41.45 million. *See Exhibit 2.*

16. TIC was not originally named as a defendant in the complaint filed by Javier Evan and Lisa Rosell.

17. On or about December 7, 2004, TIC was served with the amended complaint adding it as a defendant with respect to the claims asserted by Mr. Evan and Ms. Rosell.

18. Pursuant to the Contract, Debtor is obligated to indemnify and defend TIC and the Indemnitees (as this term is defined by the Contract) from and against the claims asserted by Javier Evan and Lisa Rosell.

19. To date, TIC has suffered damages in connection with the claims asserted by Javier Evan and Lisa Rosell as follows:

a. payment of worker's compensation expenses to or on behalf of Mr. Evan currently estimated to be in the amount of \$61,780.44 (*See Exhibit 3*); and

b. payment of costs of defense with respect to the Indemnitees (as this term is defined by the Contract), currently estimated to be in the amount of \$18,840.47 (*See Exhibit 4*).

20. TIC expects that it will incur additional damages, expenses and costs in connection with the claims asserted by Javier Evan and Lisa Rosell.

21. In addition to the damages associated with the claims asserted by Javier Evan and Lisa Rosell, TIC incurred damages with respect to the completion of the Project.

22. As a result of the incident involving Mr. Evan, TIC experienced delays, additional expenses and other costs that occurred as a result of the acts and/or omissions of Debtor and/or its employees.

23. TIC has suffered damages with respect to the completion of the Project as a result of delays, additional expenses and other costs caused by the accident involving Mr. Evan in the approximate amount of \$153,971. *See Attachment 5*.

24. To date, TIC has not received payment from Debtor with respect to any of the costs, damages and expenses it has incurred in connection with the Project and the incident involving Mr. Evan.

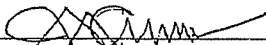
25. To date, TIC has a liquidated claim in the approximate amount of \$234,591.91, although this amount will increase as additional costs and expenses are incurred by TIC.

26. In addition, TIC has an unliquidated claim in connection with the claims asserted against it by Javier Evan and Lisa Rosell.

27. TIC reserves the right to amend and/or modify its Proof of Claim from time to time as may be appropriate

Respectfully submitted,

Dated: March 28, 2005



James F. Kissane
2211 Elk River Road
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Steamboat Springs, CO 80477