UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

In re:	)	
	)	Chapter 11
ACR MANAGEMENT, L.L.C., *et al.*,[1]	)	Case No. 04-27848-MBM
	)	(Jointly Administered)
Debtors.	)	
	)	
	)	**Related Docket Nos: 2286, 2315**
ACR MANAGEMENT, L.L.C., *et al.*,	)	
	)	**Docket No.:_____**
Movants,	)	
	)	**Hearing Date: March 21, 2006, at 3:00 p.m.**
v.	)	**Response Deadline: March 17, 2006**
	)	
FIRST AMERICAN BULK CARRIER CORP., INC,	)	
	)	
Respondent.	)	

CONSENT ORDER ALLOWING RELIEF FROM DISCHARGE INJUNCTION TO PURSUE CAUSES OF ACTION AGAINST THE DEBTORS AND THEIR BANKRUPTCY ESTATES WITH RECOVERY LIMITED TO AVAILABLE INSURANCE COVERAGE

This Consent Order is made this 13th day of April, 2006, by and between the Reorganized Debtors[2] ("Maxim") and First American Bulk Carrier Corp., Inc. ("FABC") (Maxim and FABC shall hereinafter be referred to as the "Parties").

With the consent of all Parties, it is hereby ORDERED as follows:

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[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] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Debtors' Plan [CM/ECF #1079], the Distribution Motion [CM/ECF #2286] and/or the FABC Response [CM/ECF #2315].

1. FABC hereby is granted relief as of the date of this Order from the Discharge Injunction imposed by the terms of Maxim's Plan to commence and/or continue any action against Maxim arising out of the Accident[3], and any and all appeals relating to such action; provided however, such relief from the Discharge Injunction shall be limited, as to Maxim, to allowing FABC to retain any and all rights it may have to recover from Maxim's insurance carriers on any claims related to the Accident that are covered by applicable insurance. Any such recovery on said claims shall be limited solely to the proceeds of such applicable insurance and not assets of Maxim or its bankruptcy estates. FABC expressly waives any right to recover from Maxim and/or any of its affiliates any judgment and/or award that is entered in favor of FABC against Maxim and/or its affiliates, that is not covered by insurance. This provision shall not preclude FABC from pursuing recovery upon FABC's claims from any other party not affiliated with Maxim that may, for any cognizable reason, be liable therefore;

2. FABC hereby agrees to waive any right to distribution from Maxim's bankruptcy estate and/or Reorganized Maxim (other than as set forth herein) with respect to Claim Nos. 964 and/or 967 and/or any and all other claims FABC has filed or intends to file against Maxim in these Chapter 11 Cases arising out of the Accident;

3. FABC may bring claims against Maxim in any forum having jurisdiction over the matters set forth in the Agreement;

4. Except as provided herein, upon entry of this Consent Order by the Bankruptcy Court, FABC hereby releases Maxim (including the Reorganized Debtors), their respective directors, officers, employees, attorneys, and assigns from all claims of liability, whether known or unknown, as of the date of the execution of this Consent Order arising from the Accident and Claim Nos. 964 and 967;

5. The Parties have agreed to this settlement solely for the purposes of resolving all uninsured claims against Maxim, its affiliates, and its bankruptcy estate. This agreement to such compromise does not constitute an admission as to liability;

6. This Consent Order is in no way binding on Maxim's insurance carriers, and the Parties agree that the terms set forth herein satisfy Maxim's self-insured retention or deductible obligations. By agreeing to this Consent

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[3] On or about December 10, 1999, Chief Mate Wayne Hamilton, a seaman employed by Van Ommeren Shipping (USA) LLC upon a vessel owned and chartered by FABC, was injured on the high seas when Maxim's crane allegedly suddenly broke loose and moved from its lashing and platform (the "Accident").

Order, Maxim makes no representations on behalf of its insurance carriers regarding the terms and conditions of its policies;

7. This Consent Order shall not be construed as or deemed to be evidence of an admission or concession by any of the Parties of any of their respective claim, fault, liability or damages whatsoever and shall not be used in any court proceeding for such purpose. By agreeing to the terms of this Consent Order, none of the Parties concede any infirmity as to the merits of any of their respective claims or defenses;

8. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Consent Order.

BY THE COURT

Dated:_____

_____
M. Bruce McCullough
Chief United States Bankruptcy Judge

Approved and agreed to:

THE REORGANIZED DEBTORS

Dated: April 13, 2006

By: Salene R. Mazur

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Dated: April 13, 2006

[signatures continued on next page]

FIRST AMERICAN BULK CARRIER CORPORATION

By: _____

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