EXHIBIT 11

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. ____
	Hearing Date and Time: _____
Movants,	Objection Deadline: _____
v.	
NO RESPONDENT.	

EMERGENCY MOTION FOR AN ORDER (A) SCHEDULING EXPEDITED HEARINGS ON CERTAIN FIRST DAY MOTIONS AND (B) APPROVING FORM AND MANNER OF NOTICE THEREOF

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors") hereby move the Court (the "Motion") for entry of an order, in substantially the form attached hereto (a) scheduling an expedited hearing to consider certain "first day" pleadings filed by the Debtors, and (b) approving the form and manner of notice of such expedited hearing. Pursuant to section 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and in support of the Motion, the Debtors respectfully represent as follows:[2]

[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] The facts and circumstances supporting this Motion are set forth in the Affidavit of Ronald M. Marmo, Vice President, Administration, in support of certain first day motions, filed contemporaneously herewith (the "First Day Affidavit").

Jurisdiction

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue of this proceeding and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The predicate for the relief requested herein is section 105(a) of the Bankruptcy Code.

Background

4. On this date (the "Petition Date"), the Debtors filed petitions for relief under the Bankruptcy Code (the "Chapter 11 Cases"). As more fully described in the First Day Affidavit, Debtors have submitted various First Day Motions that seek to stabilize the Debtors' business operations and allow the Debtors to commence these Chapter 11 Cases in the best position possible to emerge expeditiously.[3] Consistent with the relief requested in the First Day Motions, Debtors have conducted extensive negotiations and preparations with their Prepetition Senior Lenders regarding their financial obligations and future business operations and have secured a debtor-in-possession financing facility with certain of the Prepetition Senior Lenders to provide for financing of the Debtors' operations following the Petition Date. Moreover, the Company, certain of the Prepetition Senior Lenders and Prepetition Term B Facility Lenders, and the Term C Lender have entered into a lock up and voting agreement in support of a plan of reorganization that embodies the terms of their agreement concerning the Company's restructuring, which terms have been set forth in the term sheet attached to the lock up and voting agreement. The Debtors

[3] Any capitalized terms used in this Motion that are not otherwise defined shall have the meaning ascribed to them in the First Day Affidavit.

have also requested the Court designate the Chapter 11 Cases as a complex case pursuant to Local Rule 1002-3, and to jointly administer them pursuant to Bankruptcy Rule 1015(b).

Relief Requested

5. Contemporaneously with the commencement of these Chapter 11 cases, the Debtors filed, among other motions, each of the "first day" pleadings (collectively, the "First Day Motions indicated in the [Proposed] First Day Agenda, which is attached hereto as Exhibit A, as going forward (items 2-20 therein).

6. The relief requested in the First Day Motions is required in order to ensure the continuity of the Debtors' business after the Petition Date and to provide for a smooth transition by the Debtors into their Chapter 11 Cases. Absent the relief requested in the First Day Motions, the Debtors will be forced to immediately cease their operations and suffer substantial and irreparable harm. Accordingly, the Debtors request that the Court schedule an expedited hearing to consider the First Day Motions and approve the form and manner of notice thereof attached hereto as Exhibit B.

Notice

7. No trustee, examiner or creditors' committee has been appointed in the Chapter 11 Cases. Notice of this Motion has been provided to: (a) the United States Trustee; (b) those parties listed on the Consolidated List of Creditors Holding Largest Twenty Unsecured Claims Against The Debtors, as identified in their chapter 11 petitions; (c) counsel to the Agent for the DIP Lenders; (d) counsel to the Agent for the Prepetition Senior Lenders; (e) counsel to the Term B Lenders; (f) counsel to the Term C Lender; (g) the Indenture Trustee for the New Senior Notes; and (h) the Indenture Trustee for the New Debentures. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

No Prior Request

8. No prior motion for the relief requested herein has been made to this or any other Court.

WHEREFORE, each of the Debtors respectfully requests that the Court enter an Order, substantially in the form attached hereto: (a) scheduling an expedited hearing to consider the First Day Motions and approving the form and manner of notice thereof; and (b) granting such other relief as the Court deems just and proper.

Dated: Pittsburgh, Pennsylvania
June 14, 2004

KIRKLAND & ELLIS LLP
David L. Eaton *(to be admitted pro hac vice)*
Anup Sathy *(to be admitted pro hac vice)*
Roger J. Higgins *(to be admitted pro hac vice)*
200 East Randolph Drive
Chicago, IL 60601
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

-and-

Campbell & Levine, LLC

/s/ David B. Salzman
Douglas A. Campbell (PA I.D. #23143)
David B. Salzman (PA I.D. #39360)
1700 Grant Building
Pittsburgh, PA 15219
Telephone: (412) 261-0310
Facsimile: (412) 261-5066

[Proposed] Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

[Proposed] First Day Agenda

EXHIBIT A

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	
	Hearing Date and Time: _____
Movants,	
	Objection Deadline: _____
v.	
NO RESPONDENT.	

PROPOSED FIRST DAY AGENDA

PETITIONS

A. Voluntary Petition of Anthony Crane Rental Holdings, L.P., List of Filing Entities; Resolution of the Board of Managers of ACR Management, L.L.C., The General Partner of Anthony Crane Rental Holdings, L.P.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

B. Voluntary Petition of ACR Management, L.L.C., List of Filing Entities; Resolution of The Board of Managers of ACR Management, L.L.C.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of

[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.

Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

C. Voluntary Petition of ACR/Dunn Acquisition, Inc., List of Filing Entities; Debtors' List of Equity Security Holders; Resolution of The Board of Directors of ACR/Dunn Acquisition, Inc.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

D. Voluntary Petition of Anthony Crane Capital Corporation, List of Filing Entities; Resolution of The Board of Directors of Anthony Crane Capital Corporation; Certificate, Certification Concerning Consolidated Master Creditor List, Debtors Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

E. Voluntary Petition of Anthony Crane Holdings Capital Corporation, List of Filing Entities; Resolution of The Board of Directors of Anthony Crane Holdings Capital Corporation; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

F. Voluntary Petition of Anthony Crane International, L.P., List of Filing Entities; Resolution of The Board of Directors of Anthony International Equipment Services Corporation, The General Partner of Anthony Crane International, L.P.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

G. Voluntary Petition of Anthony Crane Sales & Leasing, L.P., List of Filing Entities; Resolution of The Board of Directors of Anthony Sales & Leasing Corporation, The General Partner of Anthony Crane Sales & Leasing, L.P.; Certificate, Certification Concerning Consolidated Master Creditor List, Debtors Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

H. Voluntary Petition of Anthony International Equipment Service Corporation, List of Filing Entities; Resolution of The Board of Directors of Anthony International Equipment Services Corporation; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

I. Voluntary Petition of Anthony Sales & Leasing Corporation, List of Filing Entities; Resolution of The Board of Directors of Anthony Sales & Leasing Corporation; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

J. Voluntary Petition of Carlisle Equipment Group, L.P., List of Filing Entities; Resolution of The Manager of Carlisle GP, L.L.C., The General Partner of Carlisle Equipment Group, L.P.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

K. Voluntary Petition of Carlisle GP, L.L.C., List of Filing Entities; Resolution of The Manager of Carlisle GP, L.L.C.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

L. Voluntary Petition of Husky Crane, Inc., List of Filing Entities; Resolution of The Board of Directors of Husky Crane, Inc.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

M. Voluntary Petition of Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, List of Filing Entities; Resolution of The Board of Managers of ACR Management, L.L.C., The General Partner of Maxim/Anthony Crane Rental, L.P. d/b/a Maxim Crane Works; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

N. Voluntary Petition of Maxim Crane Works, LLC, List of Filing Entities; Resolution of The Member of Maxim Crane Works, LLC; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

O. Voluntary Petition of Sacramento Valley Crane Service, Inc., List of Filing Entities; Resolution of The Board of Directors of Sacramento Valley Crane Service, Inc.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

P. Voluntary Petition of The Crane & Rigging Company, LLC, List of Filing Entities; Resolution of The Managers of The Crane & Rigging Company, LLC; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

Q. Voluntary Petition of Thompson & Rich Crane Service, Inc., List of Filing Entities; Resolution of The Board of Directors of Thompson & Rich Crane Service, Inc.; Certificate, Certification Concerning Consolidated Master Creditor List, Consolidated List of Creditors Holding Largest Unsecured Claims, Consolidated List of Equity Security Holders, Certification Concerning List of Equity Security Holders

AFFIDAVIT IN SUPPORT OF FIRST DAY MOTIONS

Introductory Remarks

1. **["Marmo Affidavit"]** Affidavit of Ronald M. Marmo, Vice President of Administration of ACR Management, L.L.C. In Support of First Day Motions

FIRST DAY MOTIONS

I. PROCEDURAL MOTIONS

2. **["First Day Hearing"]** Emergency Motion for an Order (A) Scheduling Expedited Hearings on Certain First Day Motions and (B) Approving Form and Manner of Notice Thereof

Exhibit A: Proposed First Day Agenda

Exhibit B: Form of First Day Notice

3. **["Pro Hac"]** Emergency Motions for Pro Hac Vice Admission

A. David Eaton

B. Anup Sathy

C. Roger Higgins

4. **["Complex Case"]** Emergency Ex Parte Motion for Designation as Complex Chapter 11 Bankruptcy Cases

Exhibit A: Proposed First Day Agenda

5. **["Joint Administration"]** Emergency Motion for Order, Pursuant to Rule 1015(B), of the Federal Rules of Bankruptcy Procedure Directing Joint Administration

6. **["Schedules and Statements"]** Emergency Motion for an Order Granting the Debtors Additional Time Within Which to File Schedules and Statements

II. PROFESSIONAL RETENTIONS

7. **["K&E Retention"]** Emergency Application by the Debtors for Entry of an Order Pursuant to 11 U.S.C. § 327(A) and Rule 2014(A) of the Federal Rules of Bankruptcy Procedure Authorizing the Employment and Retention of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors-In-Possession

   Exhibit A: Affidavit of David L. Eaton In Support of Application For Order Under 11 U.S.C. § 327(a) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure Authorizing The Employment and Retention of Kirkland & Ellis LLP as Attorneys For The Debtors and Debtors-In-Possession

   1. Exhibit A(1) - A(15): Entities Searched For Conflicts
   2. Exhibit B: Results of Conflicts Search
   3. Exhibit C: Description of Investments

8. **["Local Counsel Retention"] [Engagement letter included]** Emergency Application Pursuant By The Debtors For Entry of An Order Pursuant To 11 U.S.C. § 327(a) and Rule 2014(a) of The Federal Rules of Bankruptcy Procedure Authorizing the Employment and Retention of Campbell & Levine, LLC as Attorneys for the Debtors and Debtors-in-Possession

   Exhibit A: Engagement Letter

   Exhibit B: Affidavit of Douglas A. Campbell in Support of Application For Order Under 11 U.S.C. § 327(a) and Rule 2014(a) Of The Federal Rules of Bankruptcy Procedure Authorizing The Employment and Retention of Campbell & Levine, LLC as Attorneys for the Debtors and Debtors–in–Possession

III. OPERATIONAL MOTIONS

9. **["Chief Restructuring Officer"]** Emergency Motion Of The Debtors Pursuant To Sections 105 and 363 Of The Bankruptcy Code For Approval Of Services Agreement With Leonard LoBiondo and KZC Services, LLC

   Exhibit A: Services Agreement With Leonard LoBiondo and KZC Services, L.L.C.

   Exhibit B: Kroll Zolfo Cooper, L.L.C. Engagement Letter, dates as of May 26, 2004

Exhibit C: Affidavit of Leonard J. LoBiondo In Support of Debtors' Motion Pursuant to Sections 105 and 363 of the Bankruptcy Code For Approval of Services Agreement With Leonard LoBiondo and KZC Services, L.L.C.

1. Schedule 1: Conflicts of Interest Search Results

Exhibit D: Statement of Qualifications

10. **["Assume Contracts"]** Emergency Motion For Order Under Section 365(A) of the Bankruptcy Code Authorizing the Debtors to Assume Certain Executory Contracts

Exhibit A: Schedule of Executory Contracts To Assume

11. **["Cash Management]** Emergency Motion for Order Under 11 U.S.C. §§ 363, 364, 1107 and 1108 (A) Authorizing (i) Maintenance of Existing Bank Accounts, (ii) Continued Use of Existing Business Forms, (iii) Continued Use of Existing Cash Management System, (iv) Continued Performance Under Intercompany Agreements and (B) Granting Superpriority Status to Postpetition Intercompany Claims; and Supporting Memorandum Of Law

Exhibit A: List of Bank Accounts

Exhibit B: Schematic of Cash Management System

Exhibit C: List of Regional Account Lockboxes

12. **["Reject Contracts"]** Emergency Motion for Order Under Section 365(A) of the Bankruptcy Code Authorizing The Debtors to Reject Certain Executory Contracts and Unexpired Leases

Exhibit A: Schedule of Executory Contracts To Reject

13. **["Shipping"]** Emergency Motion for Interim Order Authorizing the Debtors to Pay in the Ordinary Course of Business Prepetition Claims of Shippers and Other Lien Claimants

14. **["Taxes"]** Emergency Motion for Order (A) Authorizing, But Not Requiring, the Debtors to Remit and Pay Sales, Use and Franchise Taxes and Certain Other Government Charges, and (B) Authorizing Financial Institutions to Receive, Process, Honor and Pay Checks Issued and Electronic Payment Requests Made Relating to the Foregoing

15. **["Utilities"]** Emergency Motion of the Debtors For Entry of Order (A) Deeming Utilities Adequately Assured of Future Performance and (B) Establishing a Procedure For Determining Adequate Assurances Pursuant to 11 U.S.C. § 366

Exhibit A: Schedule of Utility Companies

16. **["Wages"]** Emergency Motion of Debtors For Entry of Order (A) Authorizing, But Not Directing, the Debtors to Continue to Pay Certain Prepetition (i) Wages, Salaries, and Other Compensation, (ii) Employee Medical and Similar Benefits, and (iii) Reimbursable Employee Expenses; (B) Authorizing, But Not Directing, the Debtors to Continue Making Deductions From Employees' Paychecks; and (C) Authorizing Financial Institutions to Pay All Checks and Electronic Payment Requests Made By the Debtors Relating to the Foregoing

Exhibit A: Aon Consulting, Inc. Engagement Letter

17. **["Credit Card"]** Emergency Motion of the Debtors for Entry of Order Pursuant to Section 364(b) of the Bankruptcy Code Authorizing the Debtors to Enter into a Commercial Credit Card Agreement with National City Bank.

Exhibit A: National City Agreement

Proposed Interim Order

18. **["Surety Bond"]** Emergency Motion of the Debtors for Entry of an Order Under Section 363(b) of the Bankruptcy Code Authorizing the Debtors to Enter Into an Agreement with Travelers Life and Annuity Company for Purchase Surety Bonds

Exhibit A: Indemnity Agreement

19. **["Inventory Management"]** Emergency Motion of the Debtors for Order Approving Procedures for Ordinary Course Sales of Rental Equipment

IV. DIP FINANCING

20. **["DIP Motion"]** Emergency Motion for an Interim Order (i) Approving Postpetition Financing and Authorizing Use of Cash Collateral; (ii) Granting Liens and Super-Administrative Priority Pursuant to 11 U.S.C. §§ 364(C) and (D); (iii) Granting Adequate Protection Pursuant to 11 U.S.C. § 363 and 364; (iv) Modifying the Automatic Stay; (v) Approving Notice Hereof; and (vi) Scheduling a Final Hearing

Exhibit A: Interim Order

2. Exhibit 1: DIP Loan Amendment

3. Exhibit 2: Index to DIP Compilation

4. Exhibit 3: Interim Budget

Exhibit B: Radecki Affidavit

Exhibit C: Vaccarello Affidavit

Exhibit D: Form of Notice and Final Hearing

EXHIBIT B

Form of First Day Notice

EXHIBIT B

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	
	Hearing Date and Time: _____
Movants,	
	Objection Deadline: _____
v.	
NO RESPONDENT.	

NOTICE OF BANKRUPTCY FILING AND DEBTORS' PRESENTATION OF MOTIONS AND APPLICATIONS TO THE COURT FOR CONSIDERATION AT FIRST DAY HEARING

TO: SEE ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that on the **[__]**th day of June, ACR Management, L.L.C. and sixteen of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court") and commenced the above-captioned bankruptcy cases.

[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.

PLEASE TAKE FURTHER NOTICE that a First Day Hearing will be held to consider certain motions and supporting documents that have been filed by the Debtors with the Bankruptcy Court at 5414 U.S. Steel Tower, 600 Grant Street, Courtroom **[___]**, Pittsburgh, Pennsylvania 15219 on June **[__]**, 2004 at **[__]**:00 a.m. A copy of the Proposed First Day Agenda listing matters to be addressed at the First Day Hearing is attached hereto. These pleadings will be available at www.bmccorp.net. Also, please direct any questions regarding the First Day Hearing or this notice to the following toll free telephone number, 866-629-4648.

PLEASE TAKE FURTHER NOTICE that responses to any First Day Pleadings should be filed with the Court on or before __:___[a/p].m., on _____, 2004, and copies of such responses served on Debtors' counsel, counsel for the Prepetition Senior Agents and Counsel to the Tranche B Lenders.

Dated: Pittsburgh, Pennsylvania
_____, 2004

KIRKLAND & ELLIS LLP
David L. Eaton *(to be admitted pro hac vice)*
Anup Sathy *(to be admitted pro hac vice)*
Roger J. Higgins *(to be admitted pro hac vice)*
200 East Randolph Drive
Chicago, IL 60601
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

-and-

Campbell & Levine, LLC

_____
Douglas A. Campbell (PA I.D. #23143)
David B. Salzman (PA I.D. #39360)
1700 Grant Building
Pittsburgh, PA 15219
Telephone: (412) 261-0310
Facsimile: (412) 261-5066

[Proposed] Co-Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I, **[_____]**, a non-attorney, certify that on the [___] day of June, 2004, I caused to be served, by facsimile and e-mail, a true and correct copy of the foregoing Notice of Bankruptcy Filing and Debtors' Presentation of Motions and Applications to the Court For Consideration at First Day Hearing on the parties on the attached service list. Facsimile transaction reports will be filed with the Court in accordance with Local Bankruptcy Rule 2002-1(A) at a later date.

Dated: [_____], 2004

_____
[_____]

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	Hearing Date and Time: _____
Movants,	Objection Deadline: _____
v.	
NO RESPONDENT.	

ORDER SCHEDULING EXPEDITED HEARING OF FIRST DAY PLEADINGS AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF

Upon the Motion (the "Motion")[2] of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), seeking entry of an Order (a) scheduling an expedited hearing to consider certain First Day Pleadings and (b) approving the form and manner of notice thereof; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and it appearing that this proceeding

[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] Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of these chapter 11 cases in this District is proper under 28 U.S.C.§§ 1408 and 1409; and notice of the Motion and the opportunity for a hearing on this Motion was appropriate under the particular circumstances and that no other or further notice need be given; and after due deliberation and cause appearing therefor, it is hereby

ORDERED that, the Motion is GRANTED and APPROVED; and it is further

ORDERED that, an expedited hearing on each of the First Day Pleadings is scheduled for _____ ____, 2004 at _____ ___m.; and it is further

ORDERED that, the form and notice attached to this Order as Exhibit A (the "First Day Notice") is approved in all respects; and it is further

ORDERED that, service of the First Day Notice and copies of the First Day Pleadings via facsimile, messenger delivery or overnight delivery as soon as practicable after entry of this Order on the parties set forth in the First Day Pleadings is deemed to be sufficient notice under the circumstances and in full compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the local rules of this District and this Court; and it is further

ORDERED that, upon establishment of the Service List, notices of motions and other matters will be limited to the parties on the Service List and parties affected by any such motions and other matters; and it is further

ORDERED that, the Service List shall initially include the Debtors, Debtors' counsel, counsel for the unsecured creditors' committee (when appointed), U.S. Trustee, all secured creditors, the 20 largest unsecured creditors, counsel for the Agent for the Senior Lenders, counsel for the Agent for the DIP Lenders, counsel for the Term B Lenders, counsel for the

Tranche C Lenders, and the indenture trustees for the New Senior Notes and New Debentures; and it is further

ORDERED that, any party-in-interest wishing to receive notice, other than as listed on the Service List, shall be added to the Service List upon written request filed of record with the Clerk and served on the Debtors and Debtors' counsel; and it is further

ORDERED that, parties on the Service List are encouraged to give a fax number or e-mail address for service of process and parties are encouraged to authorize service by fax or e-mail, which consent to fax or e-mail service may be included in the party's notice of appearance and request for service; and it is further

ORDERED that, the Service List shall be filed within 3 business days after the entry of this Order; and it is further

ORDERED that, Debtors shall update the Service List and file with the Clerk a copy of the updated Service List when parties-in-interest are added thereto; and it is further

ORDERED that, the Court hereby establishes the following dates and times for omnibus hearings for all pending motions and other matters in these chapter 11 cases in Courtroom _____ at _____; and it is further

ORDERED that, if a matter is properly noticed for hearing and the parties reach agreement on a settlement of the dispute prior to the next scheduled hearing, the parties may announce the settlement at the scheduled hearing. If the Court determines that the notice of the dispute and the hearing is adequate notice of the effects of the settlement, the Court may approve the settlement at the hearing without further notice of the terms of the settlement; and it is further

ORDERED that, the debtor shall give notice of this Order to all parties-in-interest within 5 calendar days, and any party-in-interest objecting to the provisions of this Order shall file and serve within 10 days of the date of this Order a motion for reconsideration and a proposed order therefor; and it is further

ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order; and it is further

ORDERED that notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that all time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Pittsburgh, Pennsylvania

Dated: _____, 2004

_____
United States Bankruptcy Judge

EXHIBIT A

Form of First Day Notice

EXHIBIT A

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	
	Hearing Date and Time: _____
Movants,	
	Objection Deadline: _____
v.	
NO RESPONDENT.	

NOTICE OF BANKRUPTCY FILING AND DEBTORS' PRESENTATION OF MOTIONS AND APPLICATIONS TO THE COURT FOR CONSIDERATION AT FIRST DAY HEARING

TO: SEE ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that on the **[__]**th day of June, ACR Management, L.L.C. and sixteen of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court") and commenced the above-captioned bankruptcy cases.

[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.

PLEASE TAKE FURTHER NOTICE that a First Day Hearing will be held to consider certain motions and supporting documents that have been filed by the Debtors with the Bankruptcy Court at 5414 U.S. Steel Tower, 600 Grant Street, Courtroom **[___]**, Pittsburgh, Pennsylvania 15219 on June **[__]**, 2004 at **[__]**:00 a.m. A copy of the Proposed First Day Agenda listing matters to be addressed at the First Day Hearing is attached hereto. These pleadings will be available at www.bmccorp.net. Also, please direct any questions regarding the First Day Hearing or this notice to the following toll free telephone number, 866-629-4648.

PLEASE TAKE FURTHER NOTICE that responses to any First Day Pleadings should be filed with the Court on or before __:___[a/p].m., on _____, 2004, and copies of such responses served on Debtors' counsel, counsel for the Prepetition Senior Agents and Counsel to the Tranche B Lenders.

Dated: Pittsburgh, Pennsylvania
_____, 2004

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[Proposed] Co-Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I, **[_____]**, a non-attorney, certify that on the [___] day of June, 2004, I caused to be served, by facsimile and e-mail, a true and correct copy of the foregoing Notice of Bankruptcy Filing and Debtors' Presentation of Motions and Applications to the Court For Consideration at First Day Hearing on the parties on the attached service list. Facsimile transaction reports will be filed with the Court in accordance with Local Bankruptcy Rule 2002-1(A) at a later date.

Dated: [_____], 2004

_____
[_____]

EXHIBIT 12

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	Hearing Date and Time: _____
Movants,	Objection Deadline: _____
v.	
NO RESPONDENT.	

MOTION OF THE DEBTORS PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE FOR APPROVAL OF SERVICES AGREEMENT WITH LEONARD LOBIONDO AND KZC SERVICES, LLC

The above-captioned debtors and debtors in possession (the "Debtors") file this motion (the "Motion") pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code") seeking entry of an order approving the services agreement (the "Agreement," a copy of which is attached hereto as Exhibit A) among the Debtors, Leonard LoBiondo ("LoBiondo") and KZC Services, LLC ("KZC"), dated as of June 11, 2004. KZC is a

[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.

wholly-owned subsidiary of Kroll Zolfo Cooper, LLC ("Kroll Zolfo"). In support of this Motion, the Debtors respectfully state as follows:[2]

Jurisdiction

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are sections 105(a) and 363 of the Bankruptcy Code.

Background

3. On this date (the "Petition Date"), the Debtors filed petitions for relief under the Bankruptcy Code (the "Chapter 11 Cases"). As more fully described in the First Day Affidavit, Debtors have submitted various First Day Motions that seek to stabilize the Debtors' business operations and allow the Debtors to commence these Chapter 11 Cases in the best position possible to emerge expeditiously.[3] Consistent with the relief requested in the First Day Motions, Debtors have conducted extensive negotiations and preparations with their Prepetition Senior Lenders regarding their financial obligations and future business operations and have secured a debtor-in-possession financing facility with certain of the Prepetition Senior Lenders to provide for financing of the Debtors' operations following the Petition Date. Moreover, the Company, certain of the Prepetition Senior Lenders and Prepetition Term B Facility Lenders, and the Term C Lender have entered into a lock up and voting agreement in support of a plan of reorganization

[2] The facts and circumstances supporting this Motion are set forth in the Affidavit of Ronald M. Marmo, Vice President, Administration, in support of certain first day motions, filed contemporaneously herewith ("the First Day Affidavit").

[3] Any capitalized terms used in this Motion that are not otherwise defined shall have the meaning ascribed to them in the First Day Affidavit.

that embodies the terms of their agreement concerning the Company's restructuring, which terms have been set forth in the term sheet attached to the lock up and voting agreement. The Debtors have also requested the Court designate the Chapter 11 Cases as a complex case pursuant to Local Rule 1002-3, and to jointly administer them pursuant to Bankruptcy Rule 1015(b).

Kroll Zolfo Cooper, L.L.C Was Consultant To The Debtors Prior To The Petition Date

4. On May 26, 2004, the Debtors engaged Kroll Zolfo, of which LoBiondo is a Senior Managing Director and Co-Chief Operating Officer, to provide certain advisory services in connection with the Debtors' financial restructuring pursuant to the terms of the engagement letter attached hereto as Exhibit B.

Information About Kroll Zolfo

5. Kroll Zolfo is one of the world's leading financial advisory, interim management and litigation support and forensic accounting organizations, with a team of over 400 restructuring, litigation and forensic specialists in North America and Europe/UK. Kroll Zolfo specializes in working with companies, creditors, investors and others in out-of-court workouts and chapter 11 proceedings. Kroll Zolfo has served as interim managers and financial advisors in financially complex bankruptcies and workouts involving billions of dollars in debt. Over the past two decades Kroll Zolfo has cultivated an in-depth understanding of the various economic stakeholders, their divergent perspectives and the ways to achieve consensus amid contention. Kroll Zolfo has experience in virtually all aspects of the energy industry, as well as experience with large multinational companies. A sample of Kroll Zolfo's public rental and leasing experience includes Agri-Till, Inc., Agway Inc., Allis, Computer Leasing Inc., Continental Information Systems, Evans Transportation Co., Golden Ocean Group, Holt Leasing NationsRent, North American Car Corp., and World Airways. Kroll Zolfo's qualifications, including a description of its staffing and approach in providing services, are more fully set forth

in the appended Affidavit of Leonard J. LoBiondo (the "LoBiondo Affidavit") attached hereto as Exhibit C, filed in support of this Motion and in the Statement of Qualifications attached hereto as Exhibit D.

Relief Requested

6. By this motion, the Debtors request entry of an order, pursuant to sections 105(a) and 363 of the Bankruptcy Code, approving the Agreement among the Debtors, LoBiondo and KZC. A summary of the material terms and conditions of the Agreement is set forth herein.

Services to be Rendered

7. Subject to further order of this Court, the professional services that LoBiondo and KZC will be asked to render for the Debtors are set forth in the Agreement attached as Exhibit A to this Motion.

8. More specifically, the terms of the Agreement, including the services to be performed, are as follow:

1. **Engagement**.

The Debtors have engaged LoBiondo and KZC to perform certain services as described in the Agreement, and LoBiondo and KZC have accepted this engagement, on the terms and conditions set forth in the Agreement, effective as of the Petition Date and subject to the Bankruptcy Court entering an order approving the Agreement. The Debtors are hereby acquiring from KZC the services of LoBiondo and certain additional individuals whom KZC will assign to this engagement to perform services required of KZC under the Agreement (the "Associate Directors of Restructuring," together with LoBiondo, the "Representatives"). The Representatives may include certain employees of Kroll, Inc., and its other subsidiaries designated by KZC, and their fees and expenses shall be governed as set forth herein.

2. **Duties**.

(a) **Phase I.** Not later than July 26, 2004, KZC shall have completed its assessment (the "Initial Assessment") of the Debtors' business and management, and, delivered a written report thereof (the "Assessment Report") to: (i) the Board, (ii) Goldman Sachs Credit Partners L.P., as lead arranger and syndication agent, and Fleet National Bank, as administrative agent and collateral agent (in such capacities, collectively, the "Prepetition Senior Agents"), under that certain Second Amended and Restated Credit Agreement, dated as of March 31, 2002, by and among the Company, the

Prepetition Senior Agents and certain financial institutions party thereto (collectively, the "Prepetition Senior Lenders") (as amended from time to time, the "Prepetition Senior Credit Agreement"), (iii) the "Steering Committee" as defined in the Prepetition Senior Credit Agreement (as the composition of such Committee may change from time to time, the "Steering Committee"), and (iv) such other parties that the Board shall designate. In particular, the scope of duties of KZC and LoBiondo during Phase I shall include:

(i) assisting management and the Company's retained professionals in evaluating and challenging the Company's short-term cash-flow projections, including underlying assumptions;

(ii) assisting management and the Company's retained professionals in evaluating and challenging the Company's business plan, including underlying assumptions, and in identifying potential strategies and tactics to improve the Company's economic model;

(iii) assisting management and the Company's retained professionals by performing a detailed assessment on a region-by-region basis of the Company's business, including analyses of the Company's customers, competitors, equipment and fleet components, utilization of equipment, suppliers, management and any other component of the Company's business deemed significant by KZC;

(iv) assisting the Company and its retained professionals as required in the conduct of the Chapter 11 Cases; and

(v) such other services as the Company may request and KZC and LoBiondo agree to perform.

(b) **Phase II.** The Board shall evaluate the Assessment Report, and in consultation with certain other parties, including the Prepetition Senior Agents and the Steering Committee, shall: (i) determine whether to continue to engage KZC in any capacity after the Assessment Report has been completed; and (ii) if KZC is to be engaged for additional services, determine, in consultation with certain other parties, including the Prepetition Senior Agents and the Steering Committee, the scope and duration thereof, including any expanded duties and responsibilities that KZC shall have ("Phase II"). The Company and KZC shall thereafter agree in writing as a modification hereto on the scope and duration of the Phase II engagement.

(c) **Reporting Responsibilities**. KZC and its Representatives, including, but not limited to LoBiondo, shall report directly to the Board on all matters. In so doing, KZC and its Representatives shall keep the Board fully apprised at all times of their findings, proposals and activities.

(d) **Interface with Management**. KZC and its Representatives, including, but not limited to LoBiondo, shall interface, as appropriate, with any member or members of the Debtors' management regarding this engagement.

(e) **Discretion In Performing Services**. KZC and its Representatives, including, but not limited to LoBiondo, shall not be obligated to be available to perform services under the Agreement for any specific minimum number of hours or at any specific location during any period, it being understood that KZC and its Representatives, including, but not limited to LoBiondo, shall be obligated to furnish such hours of service as they deem necessary in their discretion to perform their duties hereunder.

(f) **No Guarantee Of Results**. In undertaking to provide the services set forth in the Agreement, LoBiondo and KZC do not guarantee or otherwise provide any assurances that it will succeed in restoring the Debtors' operational and financial health and stability and, except for the "Success Fee" referenced in Section 4(i) of the Agreement, the Debtors' obligation to provide the compensation specified under Section 4 of the Agreement shall not be conditioned upon any particular results being obtained by LoBiondo and KZC.

3. **Term**.

(a) **Chief Restructuring Officer**. The Board has elected LoBiondo as Chief Restructuring Officer, effective as of the date of the Resolution, and he shall serve at the pleasure of the Board.

(b) **Term of KZC Engagement under The Agreement**. Subject to entry of an order of the Bankruptcy Court approving the Agreement, the term of LoBiondo's and KZC's engagement under the Agreement shall commence on the Petition Date. The term of LoBiondo and KZC's engagement with the Debtors shall continue on a month-to-month basis until terminated by either LoBiondo or KZC, on one hand, or the Debtors on the other, at the end of any such month upon written notice to the other party given at least ten days prior to the end of any such month, *provided*, *however*, that the Debtors shall have the right to terminate LoBiondo and KZC's engagement under the Agreement upon three days written notice once Phase I has concluded.

4. **Compensation**. The terms of LoBiondo and KZC's compensation hereunder are as follows:

(a) **Compensation Payable To KZC.** All compensation for the services and actions of KZC, LoBiondo and any other Representatives or agents or employees of KZC under the Agreement will be payable to KZC.

(b) **Standard Hourly Rates**. The fees for services of KZC, LoBiondo, other Representatives or agents or employees of KZC will be based on the hours charged at their respective standard hourly rates that are in effect when the services are rendered; these rates generally are revised semi-annually. The billing rates

for professionals who may be assigned to this engagement in effect as of January 1, 2004, are as follows:

Representative	**Per Hour**
Managing Directors	$650 - $745
Professional Staff	$125 - $595
Support Personnel	$ 50 - $225

(c) **Cap On Average Monthly Billings.** During the term of LoBiondo and KZC's engagement under the Agreement, KZC will not receive compensation exceeding $225,000 per month on a rolling average basis over the term of their engagement. The Debtors shall withhold an amount from any month's billing in which the rolling average monthly billing exceeds $225,000 such that the rolling average monthly billing does not exceed $225,000 for that month; *provided*, *however*, that any such withheld amounts may be payable in subsequent months during the term of this engagement so long as the rolling average monthly billing does not exceed $225,000 as a result of any such delayed payment.

(d) **Expenses.** KZC shall be entitled to reimbursement of the reasonable out-of-pocket expenses of the Representatives and any other agents or employees of KZC, including, but not limited to, costs of travel, reproduction, typing, computer usage, any applicable state sales or excise tax and other direct expenses. Expenses shall not be subject to the cap set forth in Section(c) of the Agreement.

(e) **Retainer.** KZC has received a retainer of $225,000, against which certain prepetition amounts have been applied. The remaining amount (if any) of the retainer will be returned to the Debtors upon payment in full of all outstanding KZC invoices or shall be applied to any outstanding invoices when the Agreement terminates, as the case may be.

(f) **Monthly Invoices and Payment Terms**. The Debtors shall pay KZC the compensation set forth in Section 4(a) of the Agreement subject to the cap set forth in Section 4(c) of the Agreement and the reimbursement for expenses set forth in Section 4(d) of the Agreement based upon KZC's submission of monthly invoices setting forth the number of hours each day expended by the Representatives or other employees or agents of KZC on behalf of the Debtors and a detailed listing of the expenses sought to be reimbursed. KZC's invoices are payable upon receipt. The compensation provided for in the Agreement shall constitute full payment for the services to be rendered by KZC and LoBiondo to the Debtors under the Agreement.

(g) **Administrative Expense Priority**. All compensation and reimbursement due to, and other rights of KZC in accordance with the Agreement, including, without limitation, the Success Fee (as defined herein) and any indemnification obligations arising under the Agreement, shall be considered and allowed as administrative expenses in accordance with section 503 of the Bankruptcy Code, and shall be paid in accordance with the terms and provisions of Section 4 of the Agreement, subject to the terms and conditions of the interim and final orders entered by the

Bankruptcy Court approving postpetition financing and use of cash collateral contemplated by the Company's motion seeking approval thereof.

(h) **Acknowledgement**. The Debtors' acknowledge and agree that the hours worked, the results achieved and the ultimate benefit to the Debtors of the work performed in connection with the engagement may be variable and that Debtors, LoBiondo and KZC have taken this into account in setting the fees under the Agreement. No fee payable to any other person or entity by the Debtors, any official committee appointed in these Chapter 11 Cases or any other party shall affect any fee payable to LoBiondo and KZC under the Agreement.

(i) **Success Fee.** KZC shall be entitled to a success fee (the "Success Fee") if: (i) the Company engages KZC in a Phase II engagement as set forth in the Agreement; and (ii) the Bankruptcy Court has entered a final nonappealable order confirming a plan of reorganization (the "Plan") under chapter 11 (the date thereof being the "Confirmation Date"). The Success Fee shall be payable on the effective date of the Plan (the "Effective Date") in the amount of $500,000 (five hundred thousand dollars) if the Confirmation Date occurs on or before December 31, 2004.

(j) **Additional Success Fee**. KZC reserves the right to make application to the Bankruptcy Court for additional amounts up to $500,000, *provided, however*, that the total Success Fee paid to KZC pursuant to Section 4(i) and Section 4(j) of the Agreement shall not exceed a total of $1 million.

(k) **Independent Contractor/Benefits; Taxes**. The parties intend that LoBiondo and KZC each shall render services under the Agreement as an independent contactor, and nothing in the Agreement shall be construed to be inconsistent with this relationship or status. LoBiondo and KZC shall not be entitled to any benefits paid by the Debtors to its employees. LoBiondo and KZC shall be solely responsible for any tax consequences applicable to LoBiondo and KZC by reason of the Agreement and the relationship established thereunder, and the Debtors shall not be responsible for the payment of any federal, state or local taxes or contributions imposed under any employment insurance, social security, income tax or other tax law or regulation with respect to LoBiondo and KZC's performance of services hereunder. The parties agree that, subject to the terms and provisions of the Agreement, LoBiondo and KZC may perform their duties under the Agreement and set their work schedule as the parties may determine.

(l) **Testimony**. If LoBiondo, KZC, the Representatives or any principal or agent of KZC is required to testify at any time after the expiration or termination of the Agreement at any administrative or judicial proceeding relating to any services provided by LoBiondo and KZC thereunder, then KZC shall be entitled to be compensated by the Debtors for the associated time charges for LoBiondo, the Representatives and any other KZC employees or agents at the regular hourly rates in effect at the time, and to be reimbursed for reasonable out-of-pocket expenses, including counsel fees.

5. **Indemnification.**

(a) **Terms of Indemnification.** The Debtors agree to indemnify the KZC Indemnitees (as defined in Schedule A) on the terms set forth in Schedule A to the Agreement. Schedule A is incorporated herein and made a part hereof by this reference. Moreover, the Debtors shall indemnify and hold harmless the KZC Indemnitees to the fullest extent permitted under: (i) the Debtors' various governing documents (the "Constitutive Documents"); (ii) the laws of the State of Pennsylvania and (iii) any order of the Bankruptcy Court providing for indemnification of the persons engaged in the bankruptcy proceedings.

(b) **Indemnified Persons**. LoBiondo and all other Representatives who are officers of the Company are deemed to be "Indemnified Persons," as that term is defined in the Fifth Amended and Restated Partnership Agreement of Anthony Crane Rental Holdings, L.P., dated as of July 1, 1999, as subsequently amended, and as defined in each other similar Constitutive Document of the Debtors, and shall be indemnified on the same terms and to the same extent as other officers of the Debtors.

(c) **D&O Insurance**. The Debtors have furnished to KZC a true, correct and complete copy of the Directors, Officers and Private Company Liability Insurance Policy No. 353-09-27 (the "Policy") issued to the Debtors by AIG (the "Insurer"). The Debtors represent that the Policy is in full force and effect, and that no event has occurred that constitutes or, with the passage of time or notice would constitute, an event of default thereunder or that would otherwise give the Insurer any right to cancel such Policies. Promptly, and in any event within ten (10) business days after the Bankruptcy Court has entered an order approving the Agreement, the Debtors shall notify the Insurer of the election of LoBiondo as Chief Restructuring Officer, and shall thereafter, promptly notify the Insurer of the subsequent appointment of any other Representatives as officers of the Company. The Debtors shall request their insurance broker to send copies of all documentation and other communications regarding the Policy, including without limitation, any renewal or cancellation thereof, to LoBiondo's attention. The Debtors agree to give LoBiondo and KZC thirty (30) days notice of any change in the terms of coverage of directors and officers from the terms of the Policy.

(d) **Indemnification Claims Shall Be Administrative Expenses**. Any claims for indemnity made pursuant to the Agreement shall be treated as administrative expenses in the Debtors' chapter 11 cases pursuant to Section 4(g) of the Agreement.

(e) **Cap On Billings Shall Not Apply To Indemnification.** The payment of any indemnification obligations by the Debtors to LoBiondo, KZC any Representative or any principal or agent of KZC as required by the terms of Section 7 of the Agreement, shall not be included in calculating the cap on KZC's average monthly billings as required by Section 4(c) of the Agreement.

9. Any payments to be made pursuant to the Agreement shall be consistent with the DIP Budgets and subject to the DIP Orders and the DIP Loan Amendment.

10. The Board of Managers of ACR Management, L.L.C., one of the above-captioned Debtors, and each of the other Debtors has adopted resolutions approving the terms of the Agreement and electing LoBiondo as the Debtors' Chief Restructuring Officer.

11. KZC's decision to accept this engagement to assist the Debtors is contingent upon this Court's entry of an order approving the Agreement.

12. The services listed above are vital to the success of these Chapter 11 Cases, not only because the Debtors require the expertise required to render these services, but because approval of the Agreement is a necessary condition to the lock up, voting and consent agreement with respect to the prearranged plan of reorganization that the Debtors have negotiated with various creditor constituencies. Moreover, KZC's significant role and interaction with internal and external constituencies has made the team, particularly Mr. LoBiondo, critical to completing this restructuring on an expedited basis and consistent with the tenets within which the restructuring has been managed to date. The Debtors believe LoBiondo and KZC's prior knowledge and involvement with the Debtors' situation will be beneficial and in the best interest of all parties involved. Accordingly, the Debtors believe that LoBiondo and KZC are well qualified to perform these services and to assist the Debtors in the administration of these Chapter 11 Cases.

13. LoBiondo and KZC have indicated that they understand and accept that the terms of the Agreement must be approved by the Bankruptcy Court. However, LoBiondo and KZC would prefer to resolve at this time any objection, by the Bankruptcy Court or other parties in interest, with respect the terms of the Agreement. Accordingly, LoBiondo and KZC have chosen to be very explicit in the LoBiondo Affidavit and the Agreement, the terms and conditions of its employment, its staffing and approach, and its billing practices, and has requested that the

Debtors seek this Court's approval of such matters contemporaneously with the filing of this Motion.

Basis for Relief

14. Section 363(b) of the Bankruptcy Code provides that transactions not in the ordinary course of business must be approved by court order. Courts within this Circuit routinely have held that transactions should be approved under section 363 of the Bankruptcy Code when they are supported by the sound business judgment of management. See In re Delaware & Hudson Ry. Co., 124 B.R. 169, 175-76 (D.Del. 1991) (section 363 of the Bankruptcy Code requires that the debtor's decision be supported by a "sound business purpose"); see also In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (Bankr. D.Del. 1999). Once a debtor articulates a valid business judgment, "the business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992), quoting, Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985). The business judgment rule has vitality in chapter 11 cases and shields a debtor's management from judicial second-guessing. Id. Indeed, bankruptcy courts in other districts have authorized the employment by a debtor of a chief restructuring officer pursuant to section 363 of the Bankruptcy Code. See In re Iridium Operating LLC, et al. Case Nos. 99-45005 CB (Bankr. S.D.N.Y. 1999); In re Integrated Health Services, Inc., Case No. 00-389 (MFW) (Bankr. D.Del. 2000); In re Bill's Dollar Stores, Inc., Case No. 01-0435 (PWJ) (Bankr. D.Del. 2001); In re Warnaco Group, Inc., Case No. 01-41643 (Bankr. S.D.N.Y. 2001).

15. Similar management services agreements between KZC and/or its affiliates and other chapter 11 debtors have been approved by other courts, pursuant to sections 105 and 363 of

the Bankruptcy Code. See, e.g In re Metromedia Fiber Network, Inc. ("MFN"), Nos. 02-22736 - 02-22742-ASH, 02-22744 - 02-22746-ASH, and 02-22751 - 02-22754-ASH (Bankr. S.D.N.Y. 2002), (KZC engaged as an independent contractor to serve as the debtors' Chief Restructuring Officer, a member of the Boards of Directors; and a member of the Executive Committee of the Boards of Directors); In re Malden Mills Industries, Inc., Nos. 01-47214-JBR - 01-47217-JBR (Bankr. W.D. Mass. 2001) (KZC engaged as Chief Restructuring Officer for debtors).

16. Court approval is warranted here because the Debtors have exercised their sound business judgment in determining that their entry into the Agreement with LoBiondo and KZC is in the best interests of their estates and creditors. As indicated herein and in the LoBiondo Affidavit, LoBiondo and KZC are very familiar with the Debtors' operations and capital structure. Moreover, LoBiondo and KZC are fully skilled and capable of providing the critical services to the Debtors as such are detailed herein and in the Agreement.

Notice

17. No trustee, examiner or creditors' committee has been appointed in the Chapter 11 Cases. Notice of this Application has been provided to: (a) the United States Trustee; (b) those parties listed on the Consolidated List of Creditors Holding Largest Twenty Unsecured Claims Against The Debtors, as identified in their chapter 11 petitions; (c) counsel to the Agent for the DIP Lenders; (d) counsel to the Agent for the Prepetition Senior Lenders; (e) counsel to the Term B Lenders; (f) counsel to the Term C Lender; (g) the Indenture Trustee for the New Senior Notes; (h) the Indenture Trustee for the New Debentures; and (i) KZC and LoBiondo. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

No Prior Request

18. No prior application for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto, (a) authorizing the Agreement among the Debtors and LoBiondo and KZC and (b) granting such further relief as the Court deems appropriate.

Dated: Pittsburgh, Pennsylvania
June 14, 2004

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Campbell & Levine, LLC

/s/ David B. Salzman
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[Proposed] Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

(Services Agreement Among Debtors, LoBiondo and KZC)

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") dated as of June 11, 2004, is made by and between Anthony Crane Rental, L.P. d/b/a Maxim Crane Works (which, collectively with its affiliated companies and subsidiaries, is "Maxim," the "Company" or the "Debtors," as the case may be), Leonard LoBiondo ("LoBiondo") and KZC Services, LLC ("KZC"), a New Jersey limited liability company, in anticipation of the Debtors filing voluntary petitions (the cases thereunder being the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court").

Recitals:

WHEREAS, the parties hereto desire to enter into this Agreement in anticipation of the Debtors' chapter 11 filing to set forth the basis on which LoBiondo and KZC will perform services for the Debtors commencing on the date the Debtors commence their chapter 11 cases in the Bankruptcy Court (the "Petition Date") and subject to the Bankruptcy Court approving the terms of this Agreement, all as set forth more fully in this Agreement; and

WHEREAS, the Board of Managers of ACR Management, L.L.C. (the "Board") and each of the other Debtors has adopted resolutions (collectively, the "Resolutions") approving the terms of this Agreement and electing LoBiondo as the Debtors' Chief Restructuring Officer; and

WHEREAS, the Debtors engaged Kroll Zolfo Cooper LLC ("Kroll Zolfo") to provide prepetition consulting services (the "Consultant") in connection with the Debtors' capital restructuring pursuant to the terms of an engagement letter dated May 26, 2004 (the "Consultancy Engagement Letter").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and intending to be legally bound hereby, the parties to this Agreement hereby agree as follows:

1. Engagement.

The Debtors hereby engage LoBiondo and KZC to perform certain services as described herein, and LoBiondo and KZC hereby accept this engagement, on the terms and conditions set forth in this Agreement, effective as of the Petition Date and subject to the Bankruptcy Court entering an order approving this Agreement. The Debtors are hereby acquiring from KZC the services of LoBiondo and certain additional individuals whom KZC will assign to this engagement to perform services required of KZC hereunder (the "Associate Directors of Restructuring," together with LoBiondo, the "Representatives"). The Representatives may include certain employees of Kroll, Inc., and its other subsidiaries designated by KZC, and their fees and expenses shall be governed as set forth herein.

2. Duties.

(a) **Phase I.** Not later than July 26, 2004, KZC shall have completed its assessment (the "Initial Assessment") of the Debtors' business and management, and, delivered a written report thereof (the "Assessment Report") to: (i) the Board, (ii) Goldman Sachs Credit

Partners L.P., as lead arranger and syndication agent, and Fleet National Bank, as administrative agent and collateral agent (in such capacities, collectively, the "Prepetition Senior Agents"), under that certain Second Amended and Restated Credit Agreement, dated as of March 31, 2002, by and among the Company, the Prepetition Senior Agents and certain financial institutions party thereto (collectively, the "Prepetition Senior Lenders") (as amended from time to time, the "Prepetition Senior Credit Agreement"), (iii) the "Steering Committee" as defined in the Prepetition Senior Credit Agreement (as the composition of such Committee may change from time to time, the "Steering Committee"), and (iv) such other parties that the Board shall designate. In particular, the scope of duties of KZC and LoBiondo during Phase I shall include:

(i) assisting management and the Company's retained professionals in evaluating and challenging the Company's short-term cash-flow projections, including underlying assumptions;

(ii) assisting management and the Company's retained professionals in evaluating and challenging the Company's business plan, including underlying assumptions, and in identifying potential strategies and tactics to improve the Company's economic model;

(iii) assisting management and the Company's retained professionals by performing a detailed assessment on a region-by-region basis of the Company's business, including analyses of the Company's customers, competitors, equipment and fleet components, utilization of equipment, suppliers, management and any other component of the Company's business deemed significant by KZC;

(iv) assisting the Company and its retained professionals as required in the conduct of the Chapter 11 Cases; and

(v) such other services as the Company may request and KZC and LoBiondo agree to perform.

(b) **Phase II**. The Board shall evaluate the Assessment Report, and in consultation with certain other parties, including the Prepetition Senior Agents and the Steering Committee, shall: (i) determine whether to continue to engage KZC in any capacity after the Assessment Report has been completed; and (ii) if KZC is to be engaged for additional services, determine, in consultation with certain other parties, including the Prepetition Senior Agents and the Steering Committee, the scope and duration thereof, including any expanded duties and responsibilities that KZC shall have ("Phase II"). The Company and KZC shall thereafter agree in writing as a modification hereto on the scope and duration of the Phase II engagement.

(c) **Reporting Responsibilities**. KZC and its Representatives, including, but not limited to LoBiondo, shall report directly to the Board on all matters. In so doing, KZC and its Representatives shall keep the Board fully apprised at all times of their findings, proposals and activities.

(d) **Interface with Management**. KZC and its Representatives, including, but not limited to LoBiondo, shall interface, as appropriate, with any member or members of the Debtors' management regarding this engagement.

(e) **Discretion In Performing Services**. KZC and its Representatives, including, but not limited to LoBiondo, shall not be obligated to be available to perform services hereunder for any specific minimum number of hours or at any specific location during any period, it being understood that KZC and its Representatives, including, but not limited to LoBiondo, shall be obligated to furnish such hours of service as they deem necessary in their discretion to perform their duties hereunder.

(f) **No Guarantee Of Results**. In undertaking to provide the services set forth herein, LoBiondo and KZC do not guarantee or otherwise provide any assurances that it will succeed in restoring the Debtors' operational and financial health and stability and, except for the "Success Fee" referenced in Section 4(i) hereof, the Debtors' obligation to provide the compensation specified under Section 4 hereof shall not be conditioned upon any particular results being obtained by LoBiondo and KZC.

3. Term.

(a) **Chief Restructuring Officer**. The Board has elected LoBiondo as Chief Restructuring Officer, effective as of the date of the Resolution, and he shall serve at the pleasure of the Board.

(b) **Term of KZC Engagement under this Agreement**. Subject to entry of an order of the Bankruptcy Court approving this Agreement, the term of LoBiondo's and KZC's engagement hereunder shall commence on the Petition Date. The term of LoBiondo and KZC's engagement with the Debtors shall continue on a month-to-month basis until terminated by either LoBiondo or KZC, on one hand, or the Debtors on the other, at the end of any such month upon written notice to the other party given at least ten days prior to the end of any such month, *provided, however*, that the Debtors shall have the right to terminate LoBiondo and KZC's engagement under this Agreement upon three days written notice once Phase I has concluded.

4. Compensation. The terms of LoBiondo and KZC's compensation hereunder are as follows:

(a) **Compensation Payable To KZC**. All compensation for the services and actions of KZC, LoBiondo and any other Representatives or agents or employees of KZC under this Agreement will be payable to KZC.

(b) **Standard Hourly Rates**. The fees for services of KZC, LoBiondo, other Representatives or agents or employees of KZC will be based on the hours charged at their respective standard hourly rates that are in effect when the services are rendered; these rates generally are revised semi-annually. The billing rates for professionals who may be assigned to this engagement in effect as of January 1, 2004, are as follows:

Representative	Per Hour
Managing Directors	$650 - $745
Professional Staff	$125 - $595
Support Personnel	$ 50 - $225

(c) **Cap On Average Monthly Billings.** During the term of LoBiondo and KZC's engagement under this Agreement, KZC will not receive compensation exceeding $225,000 per month on a rolling average basis over the term of their engagement. The Debtors shall withhold an amount from any month's billing in which the rolling average monthly billing exceeds $225,000 such that the rolling average monthly billing does not exceed $225,000 for that month; *provided, however*, that any such withheld amounts may be payable in subsequent months during the term of this engagement so long as the rolling average monthly billing does not exceed $225,000 as a result of any such delayed payment.

(d) **Expenses.** KZC shall be entitled to reimbursement of the reasonable out-of-pocket expenses of the Representatives and any other agents or employees of KZC, including, but not limited to, costs of travel, reproduction, typing, computer usage, any applicable state sales or excise tax and other direct expenses. Expenses shall not be subject to the cap set forth in Section 4(c) hereof.

(e) **Retainer.** KZC has received a retainer of $225,000, against which certain prepetition amounts have been applied. The remaining amount (if any) of the retainer will be returned to the Debtors upon payment in full of all outstanding KZC invoices or shall be applied to any outstanding invoices when this Agreement terminates, as the case may be.

(f) **Monthly Invoices and Payment Terms**. The Debtors shall pay KZC the compensation set forth in Section 4(a) subject to the cap set forth in Section 4(c) and the reimbursement for expenses set forth in Section 4(d) hereof based upon KZC's submission of monthly invoices setting forth the number of hours each day expended by the Representatives or other employees or agents of KZC on behalf of the Debtors and a detailed listing of the expenses sought to be reimbursed. KZC's invoices are payable upon receipt. The compensation provided for in this Agreement shall constitute full payment for the services to be rendered by KZC and LoBiondo to the Debtors hereunder.

(g) **Administrative Expense Priority**. All compensation and reimbursement due to, and other rights of KZC in accordance with this Agreement, including, without limitation, the Success Fee (as defined herein) and any indemnification obligations arising hereunder, shall be considered and allowed as administrative expenses in accordance with section 503 of the Bankruptcy Code, and shall be paid in accordance with the terms and provisions of this Section 4, subject to the terms and conditions of the interim and final orders entered by the Bankruptcy Court approving postpetition financing and use of cash collateral contemplated by the Company's motion seeking approval thereof.

(h) **Acknowledgement**. The Debtors' acknowledge and agree that the hours worked, the results achieved and the ultimate benefit to the Debtors of the work performed in connection with this engagement may be variable and that Debtors, LoBiondo and KZC have taken this into account in setting the fees hereunder. No fee payable to any other person or entity by the Debtors, any official committee appointed in these Chapter 11 Cases or any other party shall affect any fee payable to LoBiondo and KZC hereunder.

(i) **Success Fee**. KZC shall be entitled to a success fee (the "Success Fee") if: (i) the Company engages KZC in a Phase II engagement as set forth herein; and (ii) the Bankruptcy Court has entered a final nonappealable order confirming a plan of reorganization (the "Plan") under chapter 11 (the date thereof being the "Confirmation Date"). The Success Fee shall be payable on the effective date of the Plan (the "Effective Date") in the amount of $500,000 (five hundred thousand dollars) if the Confirmation Date occurs on or before December 31, 2004.

(j) **Additional Success Fee**. KZC reserves the right to make application to the Bankruptcy Court for additional amounts up to $500,000, *provided, however*, that the total Success Fee paid to KZC pursuant to Section 4(i) and this Section 4(j) shall not exceed a total of $1 million.

(k) **Independent Contractor/Benefits; Taxes**. The parties intend that LoBiondo and KZC each shall render services hereunder as an independent contactor, and nothing herein shall be construed to be inconsistent with this relationship or status. LoBiondo and KZC shall not be entitled to any benefits paid by the Debtors to its employees. LoBiondo and KZC shall be solely responsible for any tax consequences applicable to LoBiondo and KZC by reason of this Agreement and the relationship established hereunder, and the Debtors shall not be responsible for the payment of any federal, state or local taxes or contributions imposed under any employment insurance, social security, income tax or other tax law or regulation with respect to LoBiondo and KZC's performance of services hereunder. The parties agree that, subject to the terms and provisions of this Agreement, LoBiondo and KZC may perform their duties hereunder and set their work schedule as the parties may determine.

(l) **Testimony**. If LoBiondo, KZC, the Representatives or any principal or agent of KZC is required to testify at any time after the expiration or termination of this Agreement at any administrative or judicial proceeding relating to any services provided by LoBiondo and KZC hereunder, then KZC shall be entitled to be compensated by the Debtors for the associated time charges for LoBiondo, the Representatives and any other KZC employees or agents at the regular hourly rates in effect at the time, and to be reimbursed for reasonable out-of-pocket expenses, including counsel fees.

5. Confidentiality.

(a) The Debtors, including the Board, shall treat any information received from KZC, LoBiondo or any Representative as confidential and, except as specified in this

Section 5(a), will not publish, distribute or otherwise disclose, in any manner, other than to the Prepetition Senior Agents and the Steering Committee or as otherwise required by a court of competent jurisdiction over the Debtors, any information developed by or received from LoBiondo and KZC or a Representative without KZC's prior written approval. Any such approval shall not be unreasonably withheld; *provided*, that any such approval shall not be required if the information is otherwise publicly available other than through disclosure by a party in breach of a confidentiality obligation with respect thereto.

(b) LoBiondo, KZC and each Representative and any principal or agent of KZC shall treat any information received from the Debtors or its representatives confidential and, except as specified in this Section 5(b), will not publish, distribute or otherwise disclose, in any manner, other than as otherwise required by a court of competent jurisdiction over the Debtors, any information developed by or received from the Debtors without the Company's prior written approval. Any such approval shall not be unreasonably withheld; *provided*, that any such approval shall not be required if the information is otherwise publicly available other than through disclosure by a party in breach of a confidentiality obligation with respect thereto.

6. Indemnification.

(a) **Terms of Indemnification**. The Debtors agree to indemnify the KZC Indemnitees (as defined in Schedule A) on the terms set forth in Schedule A hereto. Schedule A is incorporated herein and made a part hereof by this reference. Moreover, the Debtors shall indemnify and hold harmless the KZC Indemnitees to the fullest extent permitted under: (i) the Debtors' various governing documents (the "Constitutive Documents"); (ii) the laws of the State of Pennsylvania and (iii) any order of the Bankruptcy Court providing for indemnification of the persons engaged in the bankruptcy proceedings.

(b) **Indemnified Persons**. Lobiondo and all other Representatives who are officers of the Company are deemed to be "Indemnified Persons," as that term is defined in the Fifth Amended and Restated Partnership Agreement of Anthony Crane Rental Holdings, L.P., dated as of July 1, 1999, as subsequently amended, and as defined in each other similar Constitutive Document of the Debtors, and shall be indemnified on the same terms and to the same extent as other officers of the Debtors.

(c) **D&O Insurance**. The Debtors have furnished to KZC a true, correct and complete copy of the Directors, Officers and Private Company Liability Insurance Policy No. 353-09-27 (the "Policy") issued to the Debtors by AIG (the "Insurer"). The Debtors represent that the Policy is in full force and effect, and that no event has occurred that constitutes or, with the passage of time or notice would constitute, an event of default thereunder or that would otherwise give the Insurer any right to cancel such Policies. Promptly, and in any event within ten (10) business days after the Bankruptcy Court has entered an order approving this Agreement, the Debtors shall notify the Insurer of the election of LoBiondo as Chief Restructuring Officer, and shall thereafter, promptly notify the Insurer of the subsequent appointment of any other Representatives as officers of the Company. The Debtors shall request their insurance broker to send copies of all documentation and other communications regarding the Policy, including without limitation, any renewal or cancellation thereof, to LoBiondo's

attention. The Debtors agree to give LoBiondo and KZC thirty (30) days notice of any change in the terms of coverage of directors and officers from the terms of the Policy.

(d) **Indemnification Claims Shall Be Administrative Expenses**. Any claims for indemnity made pursuant to this Agreement shall be treated as administrative expenses in the Debtors' chapter 11 cases pursuant to Section 4(g) hereof.

(e) **Cap On Billings Shall Not Apply To Indemnification**. The payment of any indemnification obligations by the Debtors to LoBiondo, KZC any Representative or any principal or agent of KZC as required by the terms of this Section 7, shall not be included in calculating the cap on KZC's average monthly billings as required by Section 4(c) herein.

(f) **Limitations on Liability**. The Debtors agree that LoBiondo, KZC and its personnel will not be liable to the Company for any claims, liabilities, or expenses relating to this engagement in excess of the fees paid by the Company to KZC unless there is a final non-appealable order of a Court of competent jurisdiction, at the trial level, finding any of LoBiondo, KZC or its personnel liable for gross negligence or willful misconduct. In no event will LoBiondo, any Representatives or KZC, or any of KZC's personnel be liable for punitive or exemplary damages relating to this engagement. These limitations on liability provisions extend to the employees, representatives, agents and counsel of LoBiondo and KZC. The limitation on liability and indemnification contained in this agreement shall survive the completion or termination of this agreement.

7. Offer of Employment. The Debtors and KZC each agree to promptly notify the other party if they extend (or solicit the possible interest in receiving) an offer of employment to an employee or principal of the other party at any time from the date hereof until the date twelve months after this Agreement terminates, and KZC and the Debtors agree that they will pay the other party a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus, to be paid to the other party's former principal or employee that the other party hires at any time up to twelve months subsequent to the date that this Agreement terminates.

8. No Jury Trial. The Debtors, LoBiondo and KZC each agree that none of the Debtors, LoBiondo and KZC, nor any of their assignees or successors shall seek: (a) a jury trial in any lawsuit, proceeding, counterclaim or any other action based upon or arising out of or in connection with the engagement of LoBiondo and KZC by the Debtors or any services rendered pursuant to such engagement; or (b) to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. The provisions of this paragraph have been fully discussed by and among the Debtors, LoBiondo and KZC, and these provisions shall be subject to no exceptions. No party to this Agreement has agreed with or represented to the other that the provisions of this section will not be fully enforced in all instances.

9. Jurisdiction. Each of the Debtors, LoBiondo and KZC hereby irrevocably and unconditionally: (a) submit for itself and its property in any legal action or proceeding relating to the engagement of LoBiondo and KZC by the Debtors or any services rendered pursuant to such engagement, to the non-exclusive general jurisdiction of the Bankruptcy Court and appellate courts from any thereof; (b) consent that any such action or proceeding may be brought in such

courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) agree that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Debtors at their address as set forth in Section 16 herein or at such other address of which LoBiondo and KZC shall have been notified pursuant thereto, or to LoBiondo and KZC at their addresses as set forth in Section 16 herein or at such other address of which the Debtors shall have been notified pursuant thereto; (d) agree that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and (e) waive, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary or punitive damages.

10. Survival of Agreement. Except as provided in this Agreement, the obligations set forth under the above captioned Confidentiality, Indemnification, Compensation, Offer of Employment, Trial, and Jurisdiction sections shall survive the expiration, termination or supersession of this Agreement, *provided, however*, that these terms shall survive subject to the terms of this Agreement.

11. KZC Disclosure Regarding Conflicts.

(a) LoBiondo and KZC confirm that no employee of KZC has any financial interest or business connection with the Debtors, their creditors, other parties-in-interest in the pending proceedings, or the United States Trustee or anyone employed in the Office of the United States Trustee, or holds or represents any interest adverse to any such party, except as follows. LoBiondo, KZC and its affiliates are connected with the Debtors by virtue of this Agreement and the Debtors' prior retention of Kroll Zolfo, an affiliate of KZC, to provide consulting services pursuant to the Consultancy Engagement Letter. During the engagement governed by the Consultancy Engagement Letter, LoBiondo was employed by Kroll Zolfo and served in advising and assisting management in evaluating the Debtors' business plan and developing long-term capital restructuring alternatives, all as detailed in the Affidavit of Leonard J. LoBiondo (the "LoBiondo Affidavit"), which will be filed with the Bankruptcy Court. Kroll Zolfo may represent or have represented certain of the Debtors' creditors or other parties in interest in the proceedings, or interests adverse to such creditors or other parties in interests, in matters unrelated to the Debtors' bankruptcy cases. Moreover, in the case of public companies, employees of KZC or its affiliates may own publicly traded shared and bonds.

(b) Additionally, KZC has run an initial conflicts check through its parent's, Kroll Inc., database, which is an internal computer database containing names of individuals and entities that are present or recent former clients of Kroll, Inc. and its subsidiaries, including KZC. A summary of such relationships has been previously provided and is set forth in Schedule 1 attached to the LoBiondo Affidavit. KZC and LoBiondo are aware of no conflicts that would preclude retention in connection with this engagement. If any new relevant facts or relationships are discovered or arise, LoBiondo and KZC will use reasonable efforts to identify any such further developments or relationships and will promptly file a supplemental affidavit disclosing such further relationships with the Bankruptcy Court.

12. Amendments. Any amendment to this Agreement shall be made in writing and signed by the parties hereto, and shall be subject to entry of an order by the Bankruptcy Court approving any such amendment.

13. Enforceability. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted or as if such provision had not been originally incorporated herein, as the case may be.

14. Construction. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

15. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by certified mail, postage prepaid, by an overnight delivery service, charges prepaid or by confirmed telecopy; addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addressor:

If to the Debtors:

Maxim Crane Works
800 Waterfront Drive
Pittsburgh, PA 15222
Attn: Arthur J. Innamorato

Fax: 412-320-4909

and

Kirkland & Ellis LLP
200 E. Randolph Dr.
Chicago, IL 60601
Attn: Anup Sathy
Roger Higgins

Fax: 312-861-2200

If to LoBiondo or KZC:

KZC Services, LLC
101 Eisenhower Parkway, 3rd Floor
Roseland, NJ 07068
Attention: Leonard LoBiondo
Elizabeth Kardos, Esq.

Fax: (973) 618-9430

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

16. Waivers. No claim or right arising out of a breach or default under this Agreement shall be discharged in whole or in part by a waiver of that claim or right, unless the waiver is supported, by consideration and is in writing and executed by the aggrieved party hereto or his or its duly authorized agent. A waiver by any party hereto of a breach or default by the other party hereto of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

18. Entire Agreement. This Agreement and the other documents delivered pursuant hereto, if any, constitute the full and entire understanding and agreement among the parties hereto with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

19. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Anthony Crane Rental, L.P.

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

KZC SERVICES, LLC

By: _____
Leonard LoBiondo
Its: Member

LEONARD LOBIONDO

By: _____
Leonard LoBiondo

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Anthony Crane Rental, L.P.

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

KZC SERVICES, LLC

By:_____
Leonard LoBiondo
Its: Member

LEONARD LOBIONDO

By:_____
Leonard LoBiondo

EXHIBIT B

(Kroll Zolfo Cooper, LLC Engagement Letter)

Kroll Zolfo Cooper
Financial Consulting

[illegible]
Fax [illegible]

May 26, 2004

Mr. Ronald M. Marmo
Vice President of Administration
Maxim Crane Works
800 Waterfront Drive
Pittsburgh, PA 15222

Dear Mr. Marmo:

This letter confirms the engagement of Kroll Zolfo Cooper LLC ("KZC"), by you to provide consulting services in connection with Maxim Crane Works (the "Company").

You have informed us that the Company is in negotiation with its senior lenders with regard to a capital restructuring. In connection with this situation, you have requested us to provide the following professional services:

1. Advise and assist management in evaluating and challenging the Company's business plan, including underlying assumptions, and in identifying potential strategies and tactics to improve the Company's economic model. Such business plan will be used as a basis for developing capital restructuring alternatives;

2. Advise and assist management in developing long-term capital restructuring alternatives; and

3. Such other services as you request and we agree to perform.

In addition to the specific services listed above that we will perform, we understand that we will participate, at your request and to the extent appropriate, in meetings and discussions with the Company, the Bank Group, other creditor constituencies, and with their respective professionals.

Our work will be performed on a "level-of-effort" basis; that is, the depth of our analyses and extent of our authentication of the information on which our advice to you will be predicated may be limited in some respects due to the extent and sufficiency of available information, time constraints dictated by the circumstances of our engagement, and other factors. Moreover, we do not contemplate examining any such information in accordance with generally accepted auditing or attestation standards. Rather, it is understood that, in general, we are to rely on information disclosed or supplied to us by employees and representatives of the Company without audit or other detailed verification of their accuracy and validity.

We currently anticipate that our work will commence upon execution of this engagement letter.

It is our intention to work closely with you throughout our engagement. Regular discussions with you of our engagement should facilitate our progress and provide you with relevant information and an ongoing opportunity to confirm or request that we modify the scope of our engagement to best serve your objectives.

In order for us to perform our services, it will be necessary for our personnel to have access to the Company's facilities and to certain books, records and reports of the Company. In addition, we will need to have discussions with Company management and certain other personnel. We will perform our services in a manner that will permit the business operations of the Company to proceed in an orderly fashion. We understand that the Company has agreed to cooperate with our personnel and to make available to us its personnel and its books, records and other data sources relevant to our needs.

We will submit periodic oral and/or written reports summarizing our evaluations and analyses based on our work pursuant to this engagement letter. Our reports will encompass only matters that come to our attention in the course of our work that we perceive to be significant in relation to the objectives of our engagement. However, because of the time and scope limitations implicit in our engagement and the related limitations on the depth of our analyses and the extent of our verification of information, we may not discover all such matters or perceive their significance. Accordingly, we will be unable to and will not provide assurances in our reports concerning the integrity of the information used in our analyses and on which our findings and advice to you may be based. In addition, we will state that we have no obligation to and will not update our reports or extend our activities beyond the scope set forth herein unless you request and we agree to do so.

We understand that the Company has agreed to treat any information received from KZC, whether orally or in writing, with utmost confidentiality, and except as provided in this letter, will not publish, distribute or disclose in any manner any information developed by or received from us without our prior written approval. Such approval shall not be unreasonably withheld. Our approval is not needed if either the information sought is required to be disclosed by process of law or such information is otherwise publicly available.

We agree that all information, not publicly available, which is received by us from you or the Company in connection with this engagement will be treated confidentially by our Firm, except as required by process of law or as authorized by you.

Our fees for the services set forth above will be based on the hours charged at our standard hourly rates that are in effect when the services are rendered; our rates generally are revised semi-annually. Our current hourly rates in effect as of January 1, 2004 are as follows:

Managing Directors	$600 - $745
Professional Staff	$125 - $595
Support Personnel	$ 50 - $225

You hereby understand and agree that from time to time we utilize employees of our parent, Kroll, Inc. and its other subsidiaries. In that event, their rates are consistent with the rates charged by KZC personnel.

We will also be reimbursed for our reasonable out-of-pocket expenses including, but not limited to, costs of reproduction, typing, computer usage, our legal counsel, any applicable state sales or excise taxes and other direct expenses.

It is our policy in these cases to receive a security retainer prior to the commencement of our activities to be held by us throughout our engagement. The retainer secures final payment of our invoices for services rendered. Given the magnitude and scope of the services you have requested, we require the Company to provide a retainer of $225,000. This retainer will be returned to the Company upon payment in full of our outstanding invoices or applied to any outstanding invoices at the conclusion of our engagement.

We will submit to you monthly invoices for all services rendered and expenses incurred; our invoices are payable upon receipt.

You acknowledge and agree that the hours worked, the results achieved and the ultimate benefit to the Company of the work performed in connection with this engagement may be variable and that the Company and KZC have taken this into account in setting the fees hereunder. No fee payable to any other person or entity by the Company or any other party shall affect any fee payable to KZC hereunder.

You agree that if any of the employees of KZC are required to testify at any administrative or judicial proceeding relating to this matter, our Firm will be compensated by you for our associated time charges at our regular hourly rates, in effect at the time, and reimbursed for reasonable out-of-pocket expenses, including counsel fees.

We confirm that no employee of KZC has any financial interest or business connection with the Company. However, in the case of public companies, KZC employees may own publicly traded shares and bonds. Additionally, we have run an initial conflict check through Kroll Inc.'s database, which is an internal computer database containing names of individuals and entities that are present or recent former clients of Kroll, Inc. and its' subsidiaries, including KZC. We are aware of no conflicts in connection with this engagement.

Each of the Company and KZC hereby agrees not to extend (or solicit the possible interest in receiving) an offer of employment to a current employee of the other party or former employee whose employment has terminated at any time during the term of this engagement. The obligations of the Company and KZC set forth in this paragraph shall remain in effect for a period of time up to one year subsequent to the date of the final invoice rendered by KZC with respect to this engagement.

The Company agrees to indemnify and hold harmless KZC against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements including, without limitation, the costs, fees, expenses and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation (whether or not in connection with proceedings or litigation in which KZC is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of KZC by the Company or any services rendered pursuant to such engagement, unless there is a final non-appealable order of a Court of competent jurisdiction, at the trial level, finding KZC directly liable for gross negligence or willful misconduct. These indemnification provisions extend to the employees, representatives, agents and counsel of KZC.

The Company agrees that KZC and its personnel will not be liable to the Company for any claims, liabilities, or expenses relating to this engagement in excess of the fees paid by them to KZC pursuant to this engagement, unless there is a final non-appealable order of a Court of competent jurisdiction, at the trial level, finding KZC directly liable for gross negligence or willful misconduct. In no event will KZC or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damages or expenses relating to this engagement. These limitations on liability provisions extend to the employees, representatives, agents and counsel of KZC.

The limitation on liability and indemnification contained in this engagement letter shall survive the completion or termination of this engagement.

The Company and KZC agree that neither they nor any of their assignees or successors shall: (a) seek a jury trial in any lawsuit, proceeding, counterclaim or any other action based upon, or arising out of or in connection with the engagement of KZC by the Company or any services rendered pursuant to such engagement; or (b) seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. The provisions of this paragraph have been fully discussed by the Company and KZC and these provisions shall be subject to no exceptions. Neither party has agreed with or represented to the other that the provisions of this section will not be fully enforced in all instances.

The Company and KZC each hereby irrevocably and unconditionally: (a) submits for itself and its property in any legal action or proceeding relating to the engagement of KZC by the Company or any services rendered pursuant to such engagement, to the non-exclusive general jurisdiction of the Courts of the State of New York, the Courts of the United States of America for the Southern District of New York, and appellate courts from any thereof; (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Company at its address set forth above or at such other address of which KZC shall have been notified pursuant thereto; (d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and (e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary or punitive or consequential damages.

Notwithstanding anything to the contrary contained herein, KZC shall have the right to disclose its retention by the Company or the successful completion of its services hereunder in advertisements describing its services placed, at its own expense, in financial and other newspapers or otherwise.

This engagement letter shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to conflict of any principles.

This engagement may be terminated by either the Company or by KZC upon thirty (30) days written notice to the other party; *provided, however*, that this engagement shall terminate upon the approval of the Company's postpetition engagement of KZC or any subsidiary by the United States Bankruptcy Court presiding over any chapter 11 cases that the Company may commence.

If any provision of this engagement letter is invalid or unenforceable, the remainder of this engagement letter shall not be affected.

This engagement letter may be executed in several counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

Kroll Zolfo Cooper

Financial Consulting

We look forward to working with you on this important matter. Please return a copy of this engagement letter, signed in the space provided to signify your agreement with the terms and provisions herein. If you have any questions, please call Leonard LoBiondo at (973) 618-5105 or Steve Panagos at (212) 561-4055.

Very truly yours,

Kroll Zolfo Cooper LLC

Agreed by:

MAXIM CRANE WORKS

Ronald M. Marmo
Vice President of Administration

EXHIBIT C

(Affidavit of Leonard J. LoBiondo)

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

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

AFFIDAVIT OF LEONARD LOBIONDO IN SUPPORT OF MOTION OF THE DEBTORS PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE FOR APPROVAL OF SERVICES AGREEMENT WITH LEONARD LOBIONDO AND KZC SERVICES, LLC

STATE OF NEW YORK)
): ss.:
COUNTY OF NEW YORK)

LEONARD LOBIONDO, being duly sworn, deposes and says:

1. I am a member of the firm KZC Services, LLC (either "KZCS" or "KZC Services, LLC"), a New Jersey limited liability company. I am also a Senior Managing director

[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.

and Co-Chief Operating Officer of the firm Kroll Zolfo Cooper LLC[2] ("KZC" and collectively, with KZC Services, LLC, "KZCSLLC").

2. This affidavit is being submitted in connection with the Debtors' Motion for Approval of the Agreement with KZC Services, LLC and Leonard LoBiondo ("LoBiondo") to provide services to the Debtors and services of LoBiondo as the Chief Restructuring Officer and the services of Associate Directors of Restructuring as defined in the Agreement attached to the Motion as Exhibit A.

BACKGROUND

3. On this date (the "Petition Date"), the Debtors filed petitions for relief under the Bankruptcy Code (the "Chapter 11 Cases"). As more fully described in the First Day Affidavit, Debtors have submitted various First Day Motions that seek to stabilize the Debtors' business operations and allow the Debtors to commence these Chapter 11 Cases in the best position possible to emerge expeditiously.[3] Consistent with the relief requested in the First Day Motions, Debtors have conducted extensive negotiations and preparations with their Prepetition Senior Lenders regarding their financial obligations and future business operations and have secured a debtor-in-possession financing facility with certain of the Prepetition Senior Lenders to provide for financing of the Debtors' operations following the Petition Date. Moreover, the Company, certain of the Prepetition Senior Lenders and Prepetition Term B Facility Lenders, and the Term C Lender have entered into a lock up and voting agreement in support of a plan of reorganization that embodies the terms of their agreement concerning the Company's restructuring, which terms have been set forth in the term sheet attached to the lock up and

[2] Kroll Zolfo Cooper LLC was retained up to the Petition Date, as defined hereunder, to provide advisory services in connection with the Debtors' financial restructuring.

[3] Any capitalized terms used in this Motion that are not otherwise defined shall have the meaning ascribed to them in the First Day Affidavit.

voting agreement. The Debtors have also requested the Court designate the Chapter 11 Cases as a complex case pursuant to Local Rule 1002-3, and to jointly administer them pursuant to Bankruptcy Rule 1015(b).

4. Accordingly, the Debtors require the services of an experienced Chief Restructuring Officer to assist them in restructuring the business and developing, negotiating and confirming a plan of reorganization. Because of LoBiondo and KZCS's expertise and experience at a national level in providing management, reorganization, litigation support and forensic accounting and a broad range of consulting services to Debtors and other parties in interest in financially complex troubled situations and LoBiondo and KZCS's significant role and interaction with internal and external constituencies, critical to completing this restructuring on an expedited basis and consistent with the tenets within which the restructuring has been managed to date, the Debtors have requested that LoBiondo and KZCS provide such services to them.

5. LoBiondo and KZCS have agreed to provide assistance, in accordance with the terms and conditions set forth herein, in the Motion and in the Agreement and incorporated herein by reference. Accordingly, I make this Affidavit in support of an order authorizing such retention.

QUALFICATIONS

6. KZCSLLC is one of the world's leading financial advisory, interim management and litigation support and forensic accounting organizations, with a team of over 400 restructuring, litigation and forensic specialists in North America and Europe/UK. KZCSLLC specializes in working with companies, creditors, investors and others in out-of-court workouts and chapter 11 proceedings. KZCSLLC has served as interim managers and financial advisors in

financially complex bankruptcies and workouts involving billions of dollars in debt. Over the past two decades KZCSLLC has cultivated an in-depth understanding of the various economic stakeholders, their divergent perspectives and the ways to achieve consensus amid contention. KZCLL has experience in virtually all aspects of the energy industry, as well as experience with large multinational companies. A sample of KZCSLL's public rental and leasing experience includes Agri-Till, Inc., Agway Inc., Allis, Computer Leasing Inc., Continental Information Systems, Evans Transportation Co., Golden Ocean Group, Holt Leasing NationsRent, North American Car Corp., and World Airways. A statement setting forth the Firm's qualifications is attached to the Motion as Exhibit D.

STAFFING AND APPROACH

7. A substantial portion of KZCLLC's work is management and involves KZCSLLC's professionals counseling senior client personnel regarding high-level strategic and tactical issues. Consistent with its relatively unique practice, KZCSLLC's staff consists primarily of seasoned professionals. A typical new employee at the Firm is a former "Big 5" partner or manager frequently with from five to more than seven years of experience. Indeed, more than 50% of KZCSLLC's professionals have in excess of ten years of relevant business experience. Both the Firm's internal structure and work approach are designed around its unusual staff composition of senior professionals. Individual staff members are assigned project roles, to bring to bear their particular talents and experience in view of the specific requirements of the engagement. KZCLLC provides high value for its fees, efficiently leveraging its experienced professionals by directing client personnel to perform routine tasks.

8. I, Leonard LoBiondo, CPA, CIRA, the member who will be responsible for this engagement, have more than 21 years of business experience, including 16 years advising troubled Companies. I am a graduate of Villanova University. I gained significant experience in

developing and implementing solutions for companies facing financial or operational problems. Pursuant to the Agreement, I will serve as the Chief Restructuring Officer to the Debtors.

9. Integral to any team approach, and essential to minimize misunderstandings and assure continuity of service in a large, multifaceted case such as this one, are conferences, meetings and worksessions among the members of the engagement team. Ongoing communications and review of workproduct facilitate the sharing of information and assure continued alignment with established priorities and objectives, thereby reducing the time expended and avoiding duplicative efforts. LoBiondo and KZCS communicate continually with their clients on the status and results of their work efforts and interfaces with other professionals to improve coordination and ensure that it does not duplicate services rendered by other professionals retained in the case.

BILLING PRACTICES

10. It is the intention of LoBiondo and KZCS to seek compensation for their services as described herein and in the Motion and Agreement in accordance with its customary practices and in accordance with the guidelines of this Court. It is the customary practice of the KZCS to bill clients for travel time consistent with the guidelines of the jurisdiction. LoBiondo and KZCS' compensation under the Agreement shall consist of the following:

> **Compensation.** The terms of LoBiondo and KZC's compensation hereunder are as follows:
>
> (a) **Compensation Payable To KZC.** All compensation for the services and actions of KZC, LoBiondo and any other Representatives or agents or employees of KZC under the Agreement will be payable to KZC.

(b) **Standard Hourly Rates**. The fees for services of KZC, LoBiondo, other Representatives or agents or employees of KZC will be based on the hours charged at their respective standard hourly rates that are in effect when the services are rendered; these rates generally are revised semi-annually. The billing rates for professionals who may be assigned to this engagement in effect as of January 1, 2004, are as follows:

Representative	**Per Hour**
Managing Directors	$650 - $745
Professional Staff	$125 - $595
Support Personnel	$ 50 - $225

(c) **Cap On Average Monthly Billings.** During the term of LoBiondo and KZC's engagement under the Agreement, KZC will not receive compensation exceeding $225,000 per month on a rolling average basis over the term of their engagement. The Debtors shall withhold an amount from any month's billing in which the rolling average monthly billing exceeds $225,000 such that the rolling average monthly billing does not exceed $225,000 for that month; *provided*, *however*, that any such withheld amounts may be payable in subsequent months during the term of this engagement so long as the rolling average monthly billing does not exceed $225,000 as a result of any such delayed payment.

(d) **Expenses.** KZC shall be entitled to reimbursement of the reasonable out-of-pocket expenses of the Representatives and any other agents or employees of KZC, including, but not limited to, costs of travel, reproduction, typing, computer usage, any applicable state sales or excise tax and other direct expenses. Expenses shall not be subject to the cap set forth in Section(c) of the Agreement.

(e) **Retainer.** KZC has received a retainer of $225,000, against which certain prepetition amounts have been applied. The remaining amount (if any) of the retainer will be returned to the Debtors upon payment in full of all outstanding KZC invoices or shall be applied to any outstanding invoices when the Agreement terminates, as the case may be.

(f) **Monthly Invoices and Payment Terms**. The Debtors shall pay KZC the compensation set forth in Section 4(a) of the Agreement subject to the cap set forth in Section 4(c) of the Agreement and the reimbursement for expenses set forth in Section 4(d) of the Agreement based upon KZC's submission of monthly invoices setting forth the number of hours each day expended by the Representatives or other employees or agents of KZC on behalf of the Debtors and a detailed listing of the expenses sought to be reimbursed. KZC's invoices are payable upon receipt. The compensation provided for in this Agreement shall constitute full payment for the services to be rendered by KZC and LoBiondo to the Debtors under the Agreement.

(g) **Administrative Expense Priority**. All compensation and reimbursement due to, and other rights of KZC in accordance with the Agreement, including, without limitation, the Success Fee (as defined herein) and any indemnification obligations arising under the Agreement, shall be considered and allowed as administrative expenses

in accordance with section 503 of the Bankruptcy Code, and shall be paid in accordance with the terms and provisions of Section 4 of the Agreement, subject to the terms and conditions of the interim and final orders entered by the Bankruptcy Court approving postpetition financing and use of cash collateral contemplated by the Company's motion seeking approval thereof.

(h) **Acknowledgement**. The Debtors' acknowledge and agree that the hours worked, the results achieved and the ultimate benefit to the Debtors of the work performed in connection with the engagement may be variable and that Debtors, LoBiondo and KZC have taken this into account in setting the fees under the Agreement. No fee payable to any other person or entity by the Debtors, any official committee appointed in these Chapter 11 Cases or any other party shall affect any fee payable to LoBiondo and KZC under the Agreement.

(i) **Success Fee.** KZC shall be entitled to a success fee (the "Success Fee") if: (i) the Company engages KZC in a Phase II engagement as set forth in the Agreement; and (ii) the Bankruptcy Court has entered a final nonappealable order confirming a plan of reorganization (the "Plan") under chapter 11 (the date thereof being the "Confirmation Date"). The Success Fee shall be payable on the effective date of the Plan (the "Effective Date") in the amount of $500,000 (five hundred thousand dollars) if the Confirmation Date occurs on or before December 31, 2004.

(j) **Additional Success Fee**. KZC reserves the right to make application to the Bankruptcy Court for additional amounts up to $500,000, *provided*, *however*, that the total Success Fee paid to KZC pursuant to Section 4(i) and Section 4(j) of the Agreement shall not exceed a total of $1 million.

(k) **Independent Contractor/Benefits; Taxes**. The parties intend that LoBiondo and KZC each shall render services under the Agreement as an independent contactor, and nothing in the Agreement shall be construed to be inconsistent with this relationship or status. LoBiondo and KZC shall not be entitled to any benefits paid by the Debtors to its employees. LoBiondo and KZC shall be solely responsible for any tax consequences applicable to LoBiondo and KZC by reason of the Agreement and the relationship established thereunder, and the Debtors shall not be responsible for the payment of any federal, state or local taxes or contributions imposed under any employment insurance, social security, income tax or other tax law or regulation with respect to LoBiondo and KZC's performance of services hereunder. The parties agree that, subject to the terms and provisions of this Agreement, LoBiondo and KZC may perform their duties under the Agreement and set their work schedule as the parties may determine.

(l) **Testimony**. If LoBiondo, KZC, the Representatives or any principal or agent of KZC is required to testify at any time after the expiration or termination of the Agreement at any administrative or judicial proceeding relating to any services provided by LoBiondo and KZC thereunder, then KZC shall be entitled to be compensated by the Debtors for the associated time charges for LoBiondo, the Representatives and any other

KZC employees or agents at the regular hourly rates in effect at the time, and to be reimbursed for reasonable out-of-pocket expenses, including counsel fees.

11. The Debtors shall pay to KZCS the compensation set forth in the Agreement, based upon the submission of monthly invoices by KZCS setting forth the number of hours each month expended by LoBiondo and by each of the Associate Directors of Restructuring on behalf of the Debtors, the billing rate for each such person and a detailed listing of the expenses sought to be reimbursed. The compensation provided for in the Agreement shall constitute full payment for the services to be rendered by LoBiondo and KZCS to the Debtors thereunder.

12. All compensation and reimbursement due to, and other rights of, LoBiondo and KZCS in accordance with the Agreement, including, without limitation indemnification obligations, shall be considered and allowed as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the applicable terms and provisions of the Agreement.

13. Lobiondo and KZCS charge their clients only for reasonably incurred, out-of-pocket expenses associated with an assignment including, but not limited to, costs of reproduction, typing, our legal counsel, any applicable state sales or excise taxes and other direct expenses. Except as necessary to comply with an applicable Administrative Order, all such expense billings are in accordance with the LoBiondo and KZCS' customary practices. LoBiondo and KZCS' personnel stay at convenient, quality hotels and eat at quality restaurants; LoBiondo and KZCS do not incur costs for luxury accommodations or deluxe meals and when prohibited by applicable Administrative Order does not bill clients for first class airfare. Except as follows, all expenses will be billed at actual cost, exclusive of amortization of the cost of any

investment, equipment or capital outlay: (i) internal charges for facsimile transmissions will be billed at $2.00 per page and (ii) internal photocopy charges will be billed at $.30 per page.

14. LoBiondo and KZCS maintain contemporaneous records of the time expended and out-of-pocket expenses incurred in support of its billings for services. All such records are located in the KZCLLC offices and are available for inspection, subject to certain matters contained therein that may be privileged.

15. Invoices for services rendered and out-of-pocket expenses incurred during each month will be submitted to the Debtors. Each such invoice will be accompanied by a list of professional, paraprofessional and support personnel providing services, their respective billing rates; the aggregate hours expended by each such person and a reasonably detailed breakdown of the disbursements incurred. Invoices are payable by the Debtors upon receipt. LoBiondo and KZCS shall not be required to apply for payment of any compensation or reimbursement of any expenses under the Agreement.

16. I acknowledge and respectfully represent that the elements of section 327 and Bankruptcy Rule 2014 are not necessary or relevant in connection with LoBiondo and KZCS' employment, which is being made under section 363 of the Bankruptcy Code. Nevertheless, I desire to make the following assertions: to the best of my knowledge and belief, insofar as I have been able to ascertain after due inquiry, no one of the managing directors or employees of KZCSLLC is related to the debtors and debtors-in-possession, the other above-captioned debtors and debtors-in-possession, their creditors, other parties in interest herein, or the United States Trustee or anyone employed in the Office of the United States Trustee, or holds or represents any interest adverse to any such party, except that LoBiondo and KZCS and its affiliates are connected with the Debtors by virtue of the Agreement and KZC's prior engagement of

May 26, 2004, and KZCSLLC may represent or have represented certain of the Debtors' creditors or other parties in interest in the proceedings, or interests adverse to such creditors or other parties in interest, in matters unrelated to the Debtors' bankruptcy cases.

17. In connection with the preparation of this Affidavit, KZCS conducted a review of its professional contacts with the Debtors, their affiliates and other interested parties identified on a list ("Interested Party List") provided to KZCS by the Debtors' counsel in this proceeding. KZCS ran the Interested Party List through its parent company, Kroll, Inc.'s Conflict Check System ("KCCS") conflict database ("Database"), which is an internal computer database containing names of individuals and entities that are present or recent former clients of Kroll, Inc., and all of the following subsidiaries of Kroll, Inc.: Kroll Background America Inc. ("KBA-BSG"), Kroll Laboratory Specialists, Inc. ("KLS-BSG"), Kroll Factual Data ("KFD-BSG"), Kroll Limited ("KL-CARG"), KZC, Kroll Associates, Inc. ("KA-CSG"), Kroll Lindquist Avey ("KLA-CSG"), Kroll Fact Finders Ltd. ("KFF-CSG"), Kroll Associates, Inc. ("KA-SSG"), Kroll Schiff & Associates ("KSA-SSG"), Kroll Associates, Inc. ("KA-TSG"), and Kroll Ontrack Inc. ("KO-TSG"). KZCS then reviewed those results, which review was completed under the supervision of the in-house General Counsel of KZCSLLC. A summary of such relationships is set forth in Schedule 1 to this Affidavit. None of the services, that were or will be provided in the course of these other engagements: (i) is connected in any way to this proceeding; (ii) will impact or conflict with the rights of the Debtors in this proceeding; and (iii) will compromise LoBiondo and KZCS ability to continue providing services in this proceeding. LoBiondo and KZCS acknowledge their continuing obligation to supplement this Affidavit and discloses new relationships.

18. It should be understood that KZCSLLC's former clients and their affiliates, officers, directors, principal shareholders and their respective affiliates may have had relationships with parties in interest in these bankruptcy cases of which KZCSLLC was not informed or, subsequent to the performance of LoBiondo and KZCS' services, may have developed relationships with such parties of which KZCLLC is unaware.

19. In addition to KZCSLLC's former clients and their affiliates, officers, directors, principal shareholders and their respective affiliates, the Database includes the limited partners, investees, and their respective affiliates that are known to KZCSLLC, of Catalyst Equity Fund, LP (the "Fund"), a Delaware limited partnership that invests in middle market businesses that are not performing to their full potential, primarily financially distressed companies. The Fund's general partner, Catalyst Equity Fund Partners, LLC ("CEFP"), a Delaware limited liability company, is majority-owned by CFL Capital, LLC ("CFL"), a New Jersey limited liability company that is controlled (through limited partnerships under their control) by Stephen F. Cooper, Michael E. France and Leonard LoBiondo, who are employees of KZCSLLC. The limited partners, consisting of large financial institutions, funds and sophisticated individual investors and investment trusts, are passive investors in the Fund that are not required to disclose to the Fund, CEFP, CFL or ZC their holdings or interests. Accordingly, they may own interests in or otherwise be connected to the Debtors, the Debtors' creditors, other parties in interest herein or interests adverse to such parties of which the Fund, CEFP, CFL and KZCLL are not aware. The limited partners are the following entities or affiliates thereof: BancBoston, William R. Berkley, JP Morgan Chase ("Chase"), Citibank, N.A., Cramer Rosenthal McGlynn, Inc., CRM 20/20 Fund, LLC, Duane Morris & Heckscher, LLP, David Dillard, The Zuckerman Children's Trust, First Union National Bank, Michael Fuchs, General Electric Capital

Corporation, RS Catalyst Limited Partnership, R & M Catalyst Investors, Hexagon Investments, Inc., Robert J. Higgins, ING Barings (U.S.) Capital Corporation, Robert Martin, Hoyt C. Murray, Lexington Partners-Hamilton Lane 2000, LLC, John E. O'Connor, James A. Paduano, the Pergament Family, Edwin Roland, Nicholas J. and Julie Sakellariadis, David Supino, Linda J. Pohs, John R. Tillotson, Lad Equity Partners, L.P., P.E. Partners, LLC, and Travelers Insurance Group.

20. To the best of KZCSLLC's knowledge and belief, except as set forth in Schedule 1 to this Affidavit, none of KZCSLLC's former clients (including their affiliates, officers, directors, principal shareholders and their respective affiliates) or the limited partners or investees (including their respective affiliates that are known to KZCSLLC) of the Fund or Chase is connected to the entities listed below, other parties in interest herein or interests adverse to such parties:

(a) the Debtors and their affiliates;
(b) the Debtors' officers and directors;
(c) the 20 largest unsecured trade creditors of each Debtor;
(d) significant lenders;
(e) the attorneys, accountants and investment bankers that the Debtors have sought authority to employ in these chapter 11 cases, pursuant to applications filed on the Petition Date;
(f) insurers;
(g) litigation parties;
(h) significant equity investors;
(i) indentured trustees and agents;
(j) noteholders;
(k) counterparties to leases and executory contracts;
(l) secured creditors and lienholders;
(m) significant customers; and
(n) issuers of outstanding surety bonds

.

21. On May 26, 2004 the Debtors engaged KZC to provide advisory services. The Debtors engaged KZC to: (i) advise and assist management in evaluating and challenging the Debtors' business plan, including underlying assumptions, and in identifying potential strategies and tactics to improve the Debtors' economic model; (ii) advise and assist management in developing long-term capital restructuring alternatives; and (iii) such other services as Debtors' requested and we agreed to perform.

22. KZC provided such services from the date of its engagement letter up to immediately prior to the filing of the chapter 11 petitions.

Leonard LoBiondo

Sworn and subscribed to
before me this 11 day
of June 2004

Notary Public

ERIC TALMADGE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 30, 2008

SCHEDULE 1

(KZC's Conflicts Search Results)

SCHEDULE 1

Party in Interest	Nature of Interest in the Maxim Crane Chapter 11 Case	**Description of Current Relationship of :** **Kroll Zolfo Cooper ("KZC")** **Kroll, Inc. ("Kroll") and its subsidiaries:** **Background Screening ("BSG")** Kroll Background America Inc. ("KBA-BSG") Kroll Laboratory Specialists, Inc. ("KLS-BSG") Kroll Factual Data ("KFD-BSG") **Corporate Advisory & Restructuring ("CARG")** Kroll Limited ("KL-CARG") Kroll Zolfo Cooper ("KZC-CARG") Kroll Zolfo Cooper ("KZC-FLC") Kroll Zolfo Cooper ("KZC-VSG") **Consulting Services ("CSG")** Kroll Associates, Inc. ("KA-CSG") Kroll Lindquist Avey ("KLA-CSG") Kroll Fact Finders Ltd. ("KFF-CSG") Kroll Government Services ("KGS-CSG") **Security Services ("SSG")** Kroll Associates, Inc. ("KA-SSG") Kroll Schiff & Associates ("KSA-SSG") **Technology Services ("TSG")** Kroll Associates, Inc. ("KA-TSG") Kroll Ontrack Inc. ("KO-TSG")
Air Products & Chemical ("AP&C")	**Significant Customer**	**KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where AP&C is a vendor.**
Amaranth	**Lender**	**KA-CSG is currently retained by Amaranth to provide consulting services in several situations.** **KBA-BSG is currently retained by Amaranth to provide background screening services.**
American International Group ("AIG")	**Insurer**	**KA-CSG is currently retained by AIG to provide consulting services in several situations.** **KO-TSG is currently retained by AIG to provide technological services.** **KBA-BSG is currently retained by AIG to provide background screening services in several situations.** **KZC-FLC is currently retained by AIG to provide consulting services.** **KZC-CARG is currently providing management services in the Enron chapter 11 case where AIG is a creditor.**

		KZC-CARG/FLC/VSG are currently part of AIG master vendor agreement program. **KZC-CARG CARG is currently retained by the Official Committee of Equity Security Holders of Adelphia Communications Corp. where AIG is an equity holder.** **KO-TSG is currently retained by counsel to AIG to provide technological services.**
Aon	**Professional**	**Kroll Inc. currently maintains a non-exclusive arrangement with Asset Security Managers ("ASM"), a wholly-owned subsidiary of Aon Limited.** **Kroll Associates UK Ltd., currently maintains a mutually beneficial partnership agreement with ASM.** **KBA-BSG is currently retained by Aon to provide background screening services.** **KZC-CARG is currently retained by the Official Committee of Equity Security Holders of Adelphia Communications Corp. where Aon is a professional.** **KZC-CARG is currently retained by the Future Claims Representative in the B&W chapter 11 case where Aon is a Vendor.** **KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where Aon is an unsecured creditor.** **Aon currently acts as Kroll and its subsidiaries insurance broker for a variety of products.**
Anthony Crane	**Debtor**	**KA-CSG is currently retained by counsel to Anthony Crane to provide consulting services.**
Apex	**Lender**	**KFD-BSG is currently retained by Apex in numerous situations.**
Archer & Greiner ("A&G")	**Professional**	**KZC-VSG is currently retained by A&G to provide consulting services in several situations.**
AT&T	**Counter Party to Leases and Executory Contracts**	**KA-CSG is currently retained by AT&T to provide consulting services in numerous situations.** **KO-TSG is currently retained by counsel to provide technological services in a situation which AT&T appears**

		as a defendant. **KO-TSG is currently retained by AT&T to provide technological services.** **KBA-BSG is currently retained by AT&T to provide background screening services in several situations.** **KO-TSG is currently retained by counsel to plaintiffs in a situation where AT&T is a defendant.** **KZC-FLC is currently retained by AT&T to provide litigation support services in several situations.** **KO-TSG is currently retained by a defendant in a matter where AT&T is an additional defendant.** **KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where AT&T is an unsecured creditor.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where AT&T is an unsecured creditor.** **KZC-FLC is currently retained by AT&T to provide consulting services.**
Bain	**Lender**	**KO-TSG is currently retained by Bain to provide technological services.** **KA-CSG is currently retained by Bain to provide consulting services in several situations.**
Bank of America	**Lender**	**KA-CSG is currently retained by Bank of America to provide consulting services in several situations.** **KFD-BSG is currently retained by Bank of America to provide background screening services in several situations.** **KBA-BSG is currently retained by Bank of America to provide background screening services in several situations.** **KZC-CARG is currently retained by counsel to the Bank group of which Bank of America is a member in an out-of-court situation.**

		KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Bank of America is an Equity Holder. **KZC –CARG is currently retained in the Mirant Corp. chapter 11 case by the Official Committee of Unsecured Creditors of Mirant Americas Generation. Bank of America is an Unsecured Creditor.** **KZC-CARG is currently retained by counsel to provide litigation support services in a situation where Bank of America is a related party.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Bank of America is a creditor.** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where Bank of America are creditors.**
BASF	**Significant Customer**	**KZ-CSG is currently retained by BASF to provide consulting services.**
BP Amoco	**Significant Customer**	**KZC-CARG is currently retained to provide management services in the Enron chapter 11 case where Amoco is a related party.** **KFD-BSG is currently retained by Amoco to provide background screening services in several situations.**
California Public Employees Retirement ("Calpers")	**Lender**	**KZC-CARG is currently retained by the Official Committee of Unsecured Creditors of MAGI in the Mirant chapter 11 case there Calpers are unsecured creditors.**
Campbell & Levine	**Professional**	**KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where Campbell & Levine are professionals retained.**
Canadian Imperial Bank of Commerce ("CIBC")	**Professional**	**KA-CSG is currently retained by CIBC to provide consulting services in several situations.** **KBA-BSG is currently retained by CIBC to provide background screening services.** **KA-SSG is currently retained by an entity to provide**

		consulting services in a situation where CIBC is a related party. **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where CIBC is a creditor.**
Chevron Phillips	**Significant Customer**	**KFD-BSG is currently retained by Chevron to provide background screening services.** **KA-CSG is currently retained by counsel to Chevron to provide consulting services.**
CIT	**Lender**	**KZC-CARG is currently retained by CIT in an out-of-court matter.** **KZC-CARG is currently retained by the Debtors in the Penn Traffic chapter 11 case where CIT is a Lender.**
Citibank/Citicorp/ Citigroup/Citicapital	**Secured Creditor and Lienholder**	**KA-CSG is currently retained by an entity where Citibank is an opposing party.** **KA-CSG is currently retained by counsel to provide consulting services in an out-of-court matter involving Citigroup.** **KO-TSG is currently retained by counsel to provide technological services to plaintiff, Citibank.** **KBA-BSG is currently retained by Citicorp to provide background screening services.** **KZC-CARG is currently retained in a litigation support situation by an entity to which Citigroup are major shareholders.** **KZC-CARG is currently retained by the Chapter 11 Trustee in the Manhattan Investment Fund chapter 11 case where Citibank was an investor.** **KZC-CARG is currently retained by counsel to the Bank group of which Citibank is a member of in an out-of-court situation.** **Citibank, N.A. is a limited partner of Catalyst Equity Fund, LP, the general partner of which is an entity majority owned and controlled by certain executive and senior managing directors of Kroll Zolfo Cooper LLC.**

		KZC-CARG is currently retained by the Unsecured Creditors in the PhyAmerica chapter 11 case where Citicapital is a creditor. **A senior director of KZC-CARG is a plaintiff in a litigation matter with certain other former partners of Arthur Andersen asserting claims against Citibank.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Citigroup is an Equity Holder.** **KZC –CARG is currently retained in the Mirant Corp. chapter 11 case by the Official Committee of Unsecured Creditors of Mirant Americas Generation. Citibank is an Unsecured Creditor.** **KZC-CARG is currently retained by counsel to the Steering Committee of which Citigroup is a member in an out-of-court situation.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Citibank is a creditor.** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where Citibank are creditors.**
Citizens Bank	**Secured Creditor and Lienholder**	**KBA-BSG is currently retained by Citizens Bank to provide background screening services in several situations.** **KFD-BSG is currently retained by Citizens Bank to provide background screening services in several situations.**
Cozen & O'Conner	**Professional**	**KA-CSG is currently retained by Cozen & O'Conner as counsel to an entity to provide consulting services.** **KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where Cozen & O'Conner are professionals.** **KZC-FLC is currently retained by counsel to an entity in a matter to which Cozen & O'Conner is a related party.**

Credit Suisse Asset Management/Credit Suisse First Boston "CSFB"	**Lender**	**KBA-BSG (UK, NY & Nashville) are currently retained by CSFB to provide background screening services in several situations.** **KA-CSG is currently retained by CSFB to provide consulting services in several different matters.** **KO-TSG is currently retained by counsel in a matter wo which CSFB is a related party.** **KFD-BSG is currently retained by CSFB to provide background screening services in several situations.** **KZC-CARG is currently retained by the Chapter 11 Trustee in the Manhattan Investment Fund chapter 11 case where CSFB is an investor/claimant** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where CSFB are bondholers.** **KZC-CARG is currently retained by Counsel to CSFB as Agent of the Bank group in the Special Metals chapter 11 case.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where CSFB are creditors.** **KZC-CARG is currently retained by the Official Committee of Unsecured Creditors of Mirant Americas Generation in the Mirant Corporation chapter 11 where CSFB are unsecured creditors.** **KZC-CARG is currently retained by the Official Committee of Equity Securities Holders of Adelphia Communications chapter 11 case where CSFB are equity securities holders.** **KZC-CARG is currently retained by Eric D. Green, the Future Asbestos Claimants Representative, in the Babcock & Wilcox and chapter 11 case where CSFB is a creditor.** **KZC-CARG is currently retained by CSFB as agent to the Bank group in an out-of-court situation.**
Deutsche Bank and DG Bank	**Secured Creditor and Lienholder**	**KA-CSG is currently retained by Deutsche Bank to provide consulting services in several situations.**

		KO-TSG is currently retained by counsel to Deutsche Bank, as a plaintiff in a situation, to provide technological services. **KBA-BSG is currently retained by an entity to provide background screening services in a situation to which Deutsche Bank is a related party.** **KBA-BSG is currently retained by Deutsche Bank to provide background screening services.** **KFD-BSG is currently retained by Deutsche Bank to provide background screening services.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Deutsche Bank is a creditor.**
DKW Law Group	**Professional**	**KZC-CARG is currently retained by the Debtors in the RHI chapter 11 where DKW Law Group are professionals retained.**
Dow Chemical.	**Unsecured Trade Creditor**	**KZC-CARG is currently retained by the Debtors in the RHI chapter 11 where Dow Chemical are unsecured creditors.** **KO-TSG is currently retained by Dow Chemical to provide technological services.**
Dun & Bradsreet ("D&B")	**Professional**	**KO-TSF is currently retained by counsel to defendants to provide technological services in a matter where D&B is also a defendant.** **KA-CSG is currently retained by counsel to an entity to provide consulting services in a matter where D&B are a related party.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where D&B are unsecured creditors.** **KAC-CARG is currently retained by the Debtors in the RHI chapter 11 where D&B are unsecured creditors.**
Eaton Vance Management ("EVM")	**Lender**	**KA-CSG is currently retained by Eaton Vance to provide consulting services in several situations.** **KZC-CARG is currently retained by Counsel to the Bank group of which Eaton Vance is a member in an out-of-**

		court situation.
Eastern Bank	**Noteholder**	**KFD-BSG is currently retained by Eastern Bank to provide background screening services.**
Encompass	**Significant Customer**	**KFD-BSG is currently retained by Encompass to provide background screening services.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 where Encompass is an unsecured creditor.**
Erste Bank	**Lender**	**KA-CSG is currently retained by Erste Bank to provide consulting services.** **KZC-CARG is currently retained by the Chapter 11 Trustee in the Manhattan Investment Fund chapter 11 case where Erste Bank are investors.**
Exxon Mobile Corp.	**Significant Customer**	**KA-CSG is currently retained by Exxon Mobile Corp. to provide consulting services.** **KBA-BSG is currently retained by Exxon to provide background screening services in several situations.** **KFD-BSG is currently retained by Exxon to provide background screening services in several situations.**
First Dominion	**Lender**	**KFD-BSG is currently retained by First Dominion to provide background screening services.**
Fleet National Bank (Fleet Bank Boston)	**Lender**	**KA-CSG is currently retained by Fleet Bank Boston to provide consulting services.** **KA-CSG is currently retained by an entity to provide consulting services in a situation related to Fleet Bank Boston.** **KA-CSG is currently retained by Fleet Bank Boston to provide consulting services in several situations.** **KZC-CARG is currently retained by Counsel to the Bank groups of which Fleet Bank Boston is a member in an out-of-court situation.** **KZC-CARG is currently retained by Counsel to the Bank groups of which Fleet Bank Boston is a member in the Special Metals chapter 11 case.**

		KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where Fleet is a creditor. **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where CSFB are creditors.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Fleet is a creditor.** **KZC-CARG is currently retained by the Official Committee of Unsecured Creditors in the PhyAmerica chapter 11 where Fleet is a creditor.** **KZC-CARG is currently providing management services in the Agway chapter 11 case where Fleet is a creditor.** **BancBoston is a limited partner of Catalyst Equity Fund, LP, the general partner of which is an entity majority owned and controlled by certain managing directors of Kroll Zolfo Cooper LLC.** **Fleet currently provides a revolving line of credit to Kroll Inc.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Fleet Bank Boston is Indenture Trustee and Bank Lender.** **KZC –CARG is currently retained in the Mirant Corp. chapter 11 case by the Official Committee of Unsecured Creditors of Mirant Americas Generation. Fleet Bank Boston is an Unsecured Creditor.**
Four Seasons	**Counter Party to Significant Leases and Contracts**	**KBA-BSG is currently retained by the Four Seasons to provide background screening services in several situations.** **KFD-BSG is currently retained by the Four Seasons to provide background screening services in several situations**
GAB Robins	**Equity Investor**	**KA-CSG is currently retained by GAB Robins to provide consulting services.**
General Electric & General Electric Capital Corp.	**Lender**	**KBA-BSG is currently retained by GECC to providing background screening services in several situations.**

("GECC")		**KZC-VSG is currently retained by a division of GECC to provide valuation services.** **KZC-CARG is currently retained by counsel to Bank group of which GECC is a member.** **KZC-CARG is currently retained to provide management services in the Enron chapter 11 case where GECC are creditors.** **KZC-CARG is currently retained by Malden Mills upon its emergence from chapter 11 where GECC are creditors.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where GECC is a Bank Lender.** **KZC-CARG is currently retained by counsel to GECC in a litigation support situation.** **KZC-CARG is currently retained by counsel to GECC as agent to the bank group in an out-of-court situation.** **KZC-CARG is currently retained by the agent to the Bank group of which GECC is a member in an out-of-court situation.** **KZC-CARG is currently retained by counsel to the agent of the bank group of which GECC is a member in an out-of-court situation.** **General Electric Capital Corp. is a limited partner of Catalyst Equity Fund, LP, the general partner of which is an entity majority owned and controlled by certain managing directors of KZC.**
Goldman Sachs	**Lender**	**KA-CSG is currently retained by Goldman Sachs to provide consulting services in numerous situations.** **KBA-BSG is currently retained by Goldman Sachs & Co. to provide background screening services in several situations.** **KA-SSG is currently retained by an entity to provide consulting services in a situation related to Goldman Sachs & Co.**

		KO-TSG is currently retained by counsel Goldman Sachs as a defendant in a matter. **Goldman Sachs acted as the investment bankers for Kroll Inc. in the acquisition of Zolfo Cooper, LLC, and provided the bridge financing in connection with the acquisition of Zolfo Cooper, LLC by Kroll Inc.** **KZC-FLC is currently retained by Goldman to provide consulting services.** **KZC-CARG is currently retained by the Chapter 11 Trustee in the Manhattan Investment Fund chapter 11 case where Goldman Sachs was an investor.** **KZC-CARG is currently providing management services in the Enron chapter 11 case where Goldman Sachs is a creditor.** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where Goldman are creditors.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Goldman Sachs is an Equity Holder and is Indenture Trustee and Bank Lender.** **Goldman Sachs was Kroll's financial advisors in the proposed transaction of Marsh & McLennan Companies to acquire Kroll Inc. and its subsidiaries, including KZC.**
Hartford Insurance	**Issuer of Outstanding Surety Bond**	**KZC-FLC is currently retained by counsel to an entity in a matter where Hartford Insurance is a related party.** **KZC-CARG is currently retained by the Official Committee of Unsecured Creditors of PhyAmerica where Hartford is an unsecured creditor.**
Harleysville Insurance	**Issuer of Outstanding Surety Bond**	**KA-CSG is currently retained by Harleysville Insurance to provide background screening services.**
Hensel Phelps	**Significant Customer**	**KFD-BSG is currently retained by Hensel Phelps to provide background screening services in several situations.**
IBM	**Counter Party to Significant**	**KZC-CARG is currently retained by the Official Committee of Unsecured Creditors in the PhyAmerica**

	Leases and Contracts	**chapter 11 case where IBM are unsecured creditors.** **KBA-BSG is currently retained by IBM to provide background screening services.** **KO-TSG is currently retained by IBM in several situations to provide technological services.** **KZC-VSG is currently retained by counsel in a matter where IBM is a related party.** **Lynn Turner, a senior advisor of KZC-CARG, is on the Board of Directors of Sun Microsystems which is a direct competitor of IBM.**
IBJ Whitehall/Mizuho	**Lender**	**KZC-CARG is currently retained by the Debtors in the Penn and Solutia chapter 11 cases where IBJ/Mizuho are creditors.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where IBJ/Mizuho are creditors.**
IOS Capital	**Counter Party to Significant Leases and Contracts**	**KZC-CARG is currently retained by the Official Committee of Unsecured Creditors in the PhyAmerica chapter 11 where IOS Capital is a creditor.**
Kemper	**Issuer of Outstanding Surety Bond**	**KA-CSG is currently retained by counsel to Kemper to provide consulting services.** **KA-CSG is currently retained by Kemper to provide consulting services. (Near North Ins.)**
Kirkland & Ellis	**Professional/ Counsel to Debtors**	**KA-CSG is currently retained by Kirkland & Ellis to provide consulting services in several situations.** **KO-TSG is retained by the plaintiffs to provide technological services in several situations where Kirkland & Ellis are counsel.** **KO-TSG is currently retained by Kirkland & Ellis to provide technological services.** **KO-TSG is currently retained by a defendant to provide technological services in a situation where Kirkland & Ellis are also retained.** **KZC-CARG is currently retained by the Future Claims Representative in the Babcock & Wilcox chapter 11**

		where Kirkland & Ellis are retained professionals. **KZC-CARG is currently retained by the Bank Group in an out-of-court matter where Kirkland & Ellis are also retained.** **Kirkland & Ellis has recently provided services to Catalyst Equity Fund, LP, the general partner of which is an entity majority owned and controlled by certain managing partners of Kroll Zolfo Cooper.**
LaSalle National Bank	**Counter Party to Significant Leases and Contracts**	**KZC-CARG is currently retained by Counsel to the Bank group of which LaSalle National Bank is a member in an out-of-court situation.** **KZC-CARG is currently retained by counsel to the agent of the bank group of which LaSalle National Bank is a member in an out-of-court situation.**
Margolis Edelstein	**Professional**	**KZC-FLC is currently retained by Margolis Edelstein as counsel to an entity to provide consulting services in several situations.** **KZC-FLC is currently retained by counsel in a matter where Margolis Edelstein is a related party.**
Maxim Crane Works	**Debtor**	**KA-CSG is currently retained by an entity to provide consulting services related to Maxim Crane Works.**
McGlinchey Stafford	**Professional**	**KBA-BSG is currently retained by McGlenchey Stafford to provide background screening services.**

Merrill Lynch	**Lender**	**KA-CSG is currently retained by Merrill Lynch to provide consulting services in several situations.** **KA-CSG is currently retained by counsel to Merrill Lynch to provide consulting services in several situations.** **KO-TSG is currently retained by counsel to to provide technological services in a matter where Merrill Lynch is a related party.** **KBA-BSG is currently retained by Merrill Lynch to provide background screening services in several situations.** **KZC-CARG is currently retained by counsel to Bank groups of which Merrill Lynch is a member in an out-of-court situation.** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where Merrill Lynch are creditors.** **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Merrill Lynch is creditor.** **KZC –CARG is currently retained in the Mirant Corp. chapter 11 case by the Official Committee of Unsecured Creditors of Mirant Americas Generation. Merrill Lynch is an Unsecured Creditor.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Merrill Lynch is Indenture Trustee and Bank Lender.**
Morgan Stanley Dean Witter ("Morgan Stanley")	**Lender**	**KA-SSG is currently retained by an entity to provide consulting services in a situation where Morgan Stanley is a related party.** **KA-SSG is currently retained by Morgan Stanley to provide consulting services.** **KA-CSG is currently retained by counsel in a situation where Morgan Stanley is a related party.**

		KA-CSG is currently retained by Morgan Stanley to provide consulting services in numerous situations. **KBA-BSG is currently retained by Morgan Stanley to provide background screening services.** **KZC-CARG is currently retained by Counsel to the Bank group of which Morgan Stanley is a member in an out-of-court situation.** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where Morgan Stanley are creditors.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Morgan Stanley is Indenture Trustee and Bank Lender.** **KZC –CARG is currently retained in the Mirant Corp. chapter 11 case by the Official Committee of Unsecured Creditors of Mirant Americas Generation. Morgan Stanley is an Unsecured Creditor.**
National Union Fire Insurance ("National Union")	**Insurer**	**KO-TSG is currently retained by a plaintiff to provide technological services in a situation where National Union is a defendant.** **KZC-CARG is currently retained by the Debtors in the Penn Traffic chapter 11 case where National Union are interested parties.** **KA-CSG is currently retained by counsel to provide consulting services in several situations where National Union is a related party.**
NMHG Financial Services	**Secured Creditor and Lienholder**	**KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where NMHG are creditors.**
PB Capital	**Lender**	**KFD-BSG is currently retained by PB Capital to provide background screening services.**
Performance Contracting	**Significant Customer**	**KBA-BSG is currently retained by Performance Contracting to provide background screening services.**
Pilgrim America High Income, Pilgrim Rate Trust, Pilgrim CLO 1999-1 Ltd. ("Pilgrim")	**Lender**	**KZC-CARG is currently providing management services in the Malden Mills chapter 11 emergence where Pilgrim is a creditor.**

		KZC-CARG is currently retained by the bank group of which Pilgrim is a member in an out-of-court matter.
Sapphire Special Opportunities Fund ("Sapphire")	**Lender**	**KFD is currently retained by Sapphire to provide background screening services.**
State Street Bank	**Indenture Trustee/Agent**	**KZC-CARG is currently retained in a litigation support situation by an entity to which State Street Bank is a major shareholder.** **KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where State Street Bank is an equity holder.** **KFD-BSG is currently retained by State Street Bank to provide background screening services in several situations.**
Sterling Chemicals	**Significant Customer**	**KBA-BSG is currently retained by Sterling Chemicals to provide background screening services.**
TCW Group	**Noteholders**	**KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where TCW Group is an Equity Holder.** **KZC-CARG is currently retained by Counsel to the Bank group of which TCW Group is a member in an out-of-court situation.**
Tellepsen	**Significant Customer**	**KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Tellepsen is an unsecured creditor.**
Travelers Insurance Company	**Issuer of Outstanding Surety Bonds**	**KZC-FLC is currently retained to provide consulting services in a situation where Travelers is a related party.** **Travelers Insurance Group is a limited partner of Catalyst Equity Fund, LP the general partner of which is an entity majority owned and controlled by certain managing directors of Kroll Zolfo Cooper LLC.** **KZC-FLC is currently retained by counsel in a situation where Travlers is a related party.**

		KZC-CARG is currently retained by the Debtors in the RHI chapter 11 case where Travelers is an unsecured creditor. **KZC-CARG is currently retained by the Future Claims Representative in the Babcock & Wilcox chapter 11 case where Travelers is a vendor.**
US Bancorp	**Secured Creditor and Lienholder**	**KA-SSG is currently retained by US Bancorp to provide consulting services.** **KFD-BSG is currently retained by US Bancorp to provide background screening services.**
U.S. Bank	**Indenture Trustee/Agent**	**KZC-CARG is currently retained by counsel to the agent of the bank group of which U.S. Bank is a member in an out-of-court situation.** **KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 case where U.S. Bank are creditors.** **KFD-BSG is currently retained by U.S. Bank to provide background screening services in several situations.**
Valero	**Significant Customer**	**KZC-CARG is currently retained by the Debtors in the Solutia chapter 11 where Valero is a vendor.**
Verizon	**Counter Party to Leases/ Constracts**	**KA-SSG is currently retained by counsel to Verizon to provide consulting services.** **KO-TSG is currently retained by counsel to a defendant in a matter to which Verizon is also a defendant.**
Wellington Management	**Noteholders**	**KZC-CARG is currently retained in the Adelphia Communication's chapter 11 by the Official Committee of Equity Securities Holders of Adelphia Communications Company where Wellington Management is an Equity Holder.**
Xerox	**Counter Party to Leases/ Contracts**	**KBA-BSG is currently retained by Xerox Corporation to provide background screening services in numerous situations.** **KA-CSG is currently retained by Xerox Corp. to provide consulting services.** **KO-TSG is currently retained by counsel in a matter to which Xerox is a related party in several situations.**

		KZC-CARG is currently retained by the Unsecured Creditors Committee in the PhyAmerica chapter 11 case where Xerox is an unsecured creditor. **KZC-CARG is currently providing management services to the Debtors in the Enron chapter 11 case where Xerox is an unsecured creditor.**
Zurich American	**Insurer**	**KBA-BSG is currently retained by Zurich American to provide background screening services.**

EXHIBIT D

(Statement of Qualifications)

Kroll Zolfo Cooper

Financial Consulting

Kroll Zolfo Cooper is one of the world's leading financial advisory, interim management, litigation support and forensic accounting organizations, with a team of 400 specialists in North America and Europe/UK. We specialize in working with companies, creditors, investors and others in out-of-court workouts and Chapter 11 proceedings. We have served as financial advisors or interim managers in financially complex bankruptcies and workouts involving hundreds of billions of dollars of debt. Over the past two decades we have cultivated an in-depth understanding of the concerns of various classes of economic stakeholders, their divergent perspectives and the ways to achieve consensus amid contention.

Kroll Zolfo Cooper has extensive experience in managing the special difficulties that arise in building consensual solutions among parties with disparate interests in financially troubled situations. Virtually all of our cases involve comprehensive preparation for litigation in the event that contentious issues cannot be settled. And, because we have worked on all sides of these issues – as interim/crisis managers; as advisors to companies; and as advisors to secured and unsecured creditors, investors, equity holders and court-appointed officials – we can quickly assess and anticipate the perspectives of all of the parties in interest. We are known for our ability to harmonize competing interests using imagination, insight and objective analysis.

We work closely with our clients using small teams and seasoned professionals. And, we leverage our reorganization process expertise to help clients evaluate the critical issues and determine the best course of action; always with a focus on maximizing value.

We have extensive experience in virtually all aspects of the equipment leasing industry and with large companies having a national footprint. In addition, we have assumed interim management roles in a number of assignments involving restructurings, wind-downs or liquidations of business operations. A sample of some of our Firm's relevant rental and leasing experience includes:

RENTAL AND LEASING EXPERIENCE:	
• Agri-Till, Inc.	Farm equipment leasing
• Agway Inc./Telmark	Leasing farm equipment
• Allis-Chalmers Credit Corp.	Equipment leasing/financing/purchasing
• Computer Leasing Inc.	Computer equipment leasing
• Continental Information Systems	Computer leasing/financial services
• Evans Transportation Co.	Railcar leasing
• Golden Ocean Group, Ltd.	Leasing, freighting, long-term charters
• Jiffy Auto Rental	Auto rental
• Holt Leasing, Inc.	Equipment leasing
• NationsRent, Inc.	Construction equipment rental
• North American Car Corp.	Railcar leasing
• The Holt Group	Leasing, shipping, manufacturing
• World Airways	Aircraft rental and services

Kroll Zolfo Cooper

Financial Consulting

In addition to our relevant equipment leasing industry and large-scale corporate experience, we have substantial interim management experience including for the following companies:

INTERIM MANAGEMENT EXPERIENCE	
SITUATION	**ROLE**
Crown Books Corporation	CEO
Enron Corporation	CEO & Chief Restructuring Officer
Family Golf Centers, Inc.	CFO & Chief Restructuring Officer
Geonex Corp.	CEO
Geotek Communications, Inc.	CEO
Giftware Holdings	CEO
Innovative Home Products	Executive Vice President of Operations
Laidlaw, Inc.	Vice Chairman of the Board & Chief Restructuring Officer
Malden Mills Industries, Inc.	Chief Restructuring Officers
Mark III Industries, Inc.	CEO
Metromedia Fiber Network, Inc.	Chief Restructuring Officer, Member of the Board of Directors and Executive Committee Member
Micro Warehouse, Inc.	CFO & Controller
MVE, Inc.	CFO
NRG Energy, Inc.	President, COO, Chief Restructuring Officer and Member of the Board of Directors
Penn Traffic Company	President, CEO, Chief Restructuring Officer and CFO
Prime Matrix	Estate Representative
This End Up	CEO & CFO
Top-Flite Golf Company	Chief Restructuring Officer and CFO
Tune Up Masters, Inc.	CEO, COO & CFO
Quantegy Acquisition Corp.	CEO
World Bazaars, Inc.	CEO

Services we have provided to our clients include:

- ☑ Analyzing and developing plans with respect to profit and cost structure, asset management, asset disposal, personnel management and logistics in order to enhance profitability, cash flow and return on investment.

- ☑ Reviewing and providing advice with respect to the effectiveness of the management process, including business planning, organizational structure, information systems, policies, procedures and management controls.

- ☑ Advising with respect to the capital structure, including arranging short term financing, debt restructuring and long term recapitalization both in and out of court.

Corporate Advisory & Restructuring

Kroll Zolfo Cooper
Financial Consulting

Kroll Zolfo Cooper specializes in delivering value to clients through a proven process that integrates analysis, insight and action. Our seasoned professionals have in-depth knowledge and a track record of success in the following service areas:

Turnaround Consulting *We provide immediate assistance to companies in distress. We specialize in entering complex, over-leveraged situations and working with management to restore operational and financial stability. Our process, refined over more than two decades, provides clients with a structured path of tailored initiatives to restore a company's viability, profitability and credibility.*

Interim & Crisis Management *Kroll Zolfo Cooper's professionals are expert in guiding companies through crises. Working as senior management, (e.g., Chief Restructuring Officer, Interim CEO) or as part of a crisis team, we know how to rapidly stabilize a business and mobilize resources toward recovery, amid even the most challenging circumstances.*

Creditor Advisory *As veterans of troubled-company situations, Kroll Zolfo Cooper provides secured and unsecured creditors with an informed reality check on the core issues surrounding corporate viability and the recovery of value. Our hands-on expertise across a wide range of industries, combined with an understanding of how to overcome the divergent interests of economic stakeholders, assures clients of realistic solutions to contentious issues.*

Cross-Border Restructuring *We offer clients seamless cross-border solutions that unlock value in complex international situations. Kroll Zolfo Cooper is able to leverage a global network of resources throughout North America and around the world.*

Performance Improvement *Our creative problem-solving capabilities help under-performing companies improve profits and enhance enterprise value. By diagnosing problems, uncovering opportunities and prescribing custom solutions, we help managers optimize their competitive advantages.*

Corporate Finance *Kroll Zolfo Cooper experts develop and implement financial programs tailored to a company's specific business needs. Our services include debt and equity restructuring and financing; mergers and acquisitions; divestitures and raising capital.*

Contact Us:

California
1801 Avenue of the Stars, Suite 1440
Los Angeles, CA 90067
310-277-5007

New Jersey
101 Eisenhower Parkway
Roseland, NJ 07068
973-618-5100

New York
900 Third Avenue
New York, NY 10022
212-561-4000

www.krollzolfocooper.com

Corporate Advisory & Restructuring

Representative Client List

Kroll Zolfo Cooper
Financial Consulting

Large-scale Multinational Assignments
Adelphia Communications
Allegheny International
Baldwin United
Commodore International
Enron
Federated Department Stores
Figgie International
Food Fair (Pantry Pride)
Golden Ocean
Harnischfeger
Himont
Home State Holdings
Hvide Marine
L.J. Hooker
Laidlaw
Loewen Group
Lomas Insurance Services (Lomas Mortgage USA)
Malden Mills Industries
MCI WorldCom
Metromedia Fiber Network
Metromedia International
Micro Warehouse
Mirant Americas Generation LLC
Morrison Knudsen Corp./WGI
National Heritage (Southmark)
NRG Energy
Pantry Pride (Food Fair)
Pittsburgh-Canfield
Polaroid
Quantegy Acquisition
SFMT
Sunbeam
United Press International
Vespers SP
Washington Group International
Wheeling-Pittsburgh

Agribusiness
$3 Billion Agricultural Co-op (Confidential)
Agway

Airlines
Laker Airways
TWA
Virgin Islands Seaplane

Energy
$10 billion Energy Company (Confidential)
AMBAR
Enron
Long Island Lighting
Mirant Americas Generation, LLC
NRG Energy
Tomen Power
Vulcan Coal/Triton Coal
Westmoreland Coal

Entertainment
Alliance Entertainment
General Cinema
Orion Pictures
The New England Patriots
The Pittsburgh Penguins
Unapix Entertainment

Financial - Leasing
Bennett Funding
CIS
Lomas Insurance Services (Lomas Mortgage USA)
NationsRent

Food Service
Boston Chicken
Clark Retail Group
Cumberland Farms
Finevest Foods
Ground Round
Idle Wild Foods
National Restaurant Management
Penn Traffic Company
Twin Country Grocers

Healthcare
Allegheny Health, Education and Research Foundation (AHERF)
American Healthcare
American Medical Response (AMR)
Antoine M. Garabet, MD, Inc.
Coram Healthcare
Episcopal Health Services
Home Health
Nassau University Medical Center
West Penn Allegheny Healthcare System

Hotel & Casino
Bally's Casino
Claridge Hotel & Casino
Elsinore Corporation (Atlantis Casino)
MGM Grand Casino
Prime Motor Inns

Manufacturing/Distribution
ACT Manufacturing
Allegheny International
Babcock & Wilcox
Coleco
Colt's Manufacturing
Federal-Mogul Global
Giftware Holdings

(over)

Client List continued...

Harnischfeger
Hedstrom
Mark III
Maxwell Newspapers (Daily News)
Metallurg
Pegasus Gold
Recoton Corp.
RHI - Global Industrial Technologies
RHI - North American Refractories
Sunbeam
Thermadyne
Top-Flite Golf Company
Triangle Wire & Cable

Real Estate
Cardinal Industries
Collins Development
FD Rich
Kalikow
LJ Hooker
Shawnee Development
Southmark

Retail
Alcott & Andrews
Alexanders
Bradlees
Clark Retail Group
Crown Books
Family Golf Centers
Federated Department Stores
Fischer's Big Wheel
Frederick's of Hollywood
Gantos
Heilig-Meyers
Home Life
J. Peterman
Liberty House
Michael Anthony Jewelers, Inc.
Montgomery Ward Holding Corp.
Pantry Pride (Food Fair)
Penn Traffic Company
Petrie Retail
Phar-Mor
Salant
Sassoon Jeans
This End Up

Services
Babcock & Wilcox
IT Group, Inc.
Laventhol & Horwath
Loewen Group
Morrison Knudsen/WGI
Prison Realty
Washington Group International

Steel
LTV
Molten Metals
Pittsburgh-Canfield
Sharon Steel
Trico Steel
Wheeling-Pittsburgh

Telecommunications
Adelphia Communications
Flag Telecom Holdings
ICG Communications
KMC Telecom
MCI WorldCom
Metromedia Fiber Network
Metromedia International
Prime Matrix Wireless Communications
Smartalk TeleServices
US One Communications
Vesper Sao Paulo S.A.
Wireless One

Textile/Apparel
Crystal Brands
Dan River
Danskin
Maidenform
Malden Mills Industries

Transportation/Shipping
Golden Ocean
Holt Group
Hvide Marine
Laidlaw

People

Kroll Zolfo Cooper
Financial Consulting

Stephen F. Cooper, Chairman
Stephen F. Cooper is chairman of Kroll Zolfo Cooper and Kroll's Corporate Advisory and Restructuring Group. He assumed both positions in September 2002, when Kroll acquired Zolfo Cooper, LLC, the corporate recovery and crisis management firm that he co-founded in 1982.

With more than 30 years of experience as a financial advisor, Steve is a turnaround industry pioneer and sought-after interim executive for companies in trouble. He is currently serving as interim CEO and chief restructuring officer of Enron.

An established restructuring specialist, Steve has worked on both the creditor and debtor sides of distressed-company situations. Through managing more than 300 engagements and restructuring more than $250 billion of debt, Steve has earned a national reputation as a creative problem-solver who can craft constructive business solutions out of complex, contentious situations. Steve's track record reads like a who's who of North American business, dating back to Pantry Pride (Food Fair), and including more recent engagements such as Federated Department Stores, Laidlaw, Phar-Mor, Washington Group, Morrison Knudsen, Placid Oil, TWA and numerous others.

Previously, Steve was a financial consulting partner of Deloitte & Touche where he was also a Founding Partner of that firm's Reorganization Advisory Services Group. He holds a B.A. from Occidental College and an M.B.A. from the University of Pennsylvania's Wharton School of Business.

Steve is a member of the American Institute of Certified Public Accountants, the New York State Society of Certified Public Accountants, the Institute of Management Accountants, the Institute of Management Consultants, the Turnaround Management Association and the Association of Insolvency and Restructuring Advisors. He is also a frequent speaker and author on the subject of financially troubled companies.

Michael E. France, Senior Managing Director and Co-Chief Operating Officer
As Co-Chief Operating Officer of Kroll Zolfo Cooper LLC, Mike is responsible for the day-to-day operations of the firm. With more than 25 years of experience as a troubled company advisor, Mike is a recognized expert in leading distressed companies through financial and operational reorganizations.

Through managing more than 200 engagements and restructuring billions of dollars of debt, Mike has established a track record of consistently producing value-enhancing results under difficult circumstances. A seasoned specialist of both creditor and debtor sides of distressed-company situations, Mike's leadership spans a wide range of industries including manufacturing, retail, distribution, construction and energy.

Mike was a member of the interim management team at Enron where he was responsible for overseeing the operating businesses within the Enron portfolio of companies. Other notable engagements include Agway, Pegasus Gold, Morrison Knudsen, Figgie International, Daily News (Maxwell Newspapers) and a multi-billion dollar Agri-business.

Previously, Mike was a financial consulting partner at Deloitte & Touche where he was a member of that firm's Restructuring Advisory Services Group. Mike holds a B.S. in Economics from Wittenberg University and an M.A. in Economics from the University of Akron. He is a member of the Institute of Management Consultants, the Turnaround Management Association (where he has also served as a board member) and the Association of Insolvency and Restructuring Advisors.

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Leonard LoBiondo, Senior Managing Director and Co-Chief Operating Officer
As Co-Chief Operating Officer of Kroll Zolfo Cooper LLC, Leonard shares responsibility for overseeing day-to-day operations.

For more than 21 years he has provided professional auditing, tax and consulting services to major corporations and middle market businesses. With more than 16 years of restructuring expertise, Leonard is a specialist in crafting effective, value-enhancing solutions for companies experiencing financial and operational problems. He has provided advice to virtually all stakeholders in situations of distress including: examiners, secured/unsecured creditors and debtors of troubled companies in and out of bankruptcy, as well as the management of other companies seeking turnaround expertise.

Leonard's experience spans a broad range of industries, including wholesale/retail, apparel import and manufacturing, consumer products, transportation, paper trading, manufacturing, distribution, hotel and real estate. Notable assignments representing either debtor or creditor interests include NRG, Laidlaw, Allegheny International, NationsRent, Malden Mills, Sunbeam, Loewen Group International, Orion Pictures, Best Products, The Pittsburgh Penguins (professional hockey team) and Continental Illinois Holding.

Previously Leonard was a manager at Arthur Andersen and also worked at Deloitte & Touche. Leonard is a graduate of Villanova University, with a B.S. in Accounting. He is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants, and the Association of Insolvency and Restructuring Advisors.

Steven G. Panagos, Managing Director
Steve is a managing director of Kroll Zolfo Cooper LLC, with more than 18 years of financial management experience, and a demonstrated track record of leading troubled companies through financial and operational reorganizations.

An established turnaround expert, Steve has managed assignments on both the creditor and debtor sides of distressed-company situations, including high-profile public record bankruptcies and company restructurings involving $100 million to more than $8 billion in debt.

Steve's experience reflects a cross-section of industries and issues. His work on more than 70 different engagements has involved companies such as Boston Chicken, Coleco, Enron, Federated Department Stores, ICG Communications, Maidenform, Morrison Knudsen, and Polaroid. Steve has held interim management positions, including serving as CEO of Crown Books, and is currently the Chief Restructuring Officer of Metromedia Fiber Network. He has also provided expert witness testimony in the asbestos-related Babcock & Wilcox Chapter 11 proceeding. His international experience includes acting as financial advisor to Golden Ocean Group and Metromedia International Group.

Before joining Zolfo Cooper in 1988, Steve was Controller for Van Wagner Communications, a media and advertising conglomerate. Previously he was with KMG Main Hurdman (now KPMG). Steve holds a B.S. in Accounting from the University of Michigan. He is a Certified Insolvency and Restructuring Advisor, a member of the Board of Directors of the Association of Insolvency Advisors, and a member of the Turnaround Management Association.

People (cont'd)

Kroll Zolfo Cooper
Financial Consulting

Alex Sorokin, Managing Director
Alex has more than 20 years of business experience, primarily working with troubled companies, their creditors, and other stakeholders. In addition to providing advisory services, Alex has served as interim management (Chairman, CEO, President) in restructuring situations.

His restructuring expertise spans diverse industries, such as agri-business, apparel/retail, manufacturing, real estate, technology, chemicals/petroleum, capital equipment, leasing, hotel, restaurant, telecommunications and toys. He also has provided restructuring and management consulting services in numerous countries outside of North America, including work in Europe, Russia, Brazil, and more extensively, in China.

Alex has a demonstrated track record as an interim/crisis management specialist, including the following positions: Chairman of a start-up building products company; CEO of a $200 million high technology company; Chairman and CEO of a $100 million manufacturing company; CEO of a $70 million mapping company; Chairman and CEO of a $40 million automotive services company; and crisis manager for a $200 million restaurant company.

Among his public record engagements are: Federated Department Stores, Placid Oil, L.J. Hooker, Russ Togs, Evans Transportation Company, C & L Real Estate, Holt Leasing, Information Displays, Geonex, and Quantegy.

Alex was previously with Bankers Trust Company, where he was responsible for marketing strategy, overseas business development, and strategic planning. He holds a B.A. in economics from Johns Hopkins University and is a member of the Institute of Management Accountants and the Association of Insolvency Accountants.

Kevin M. Golmont, Managing Director
Kevin has more than 22 years of professional experience, including 17 years working with troubled companies, their creditors, investors and court-appointed officials. He has provided services for major corporations and middle market businesses in various industries including healthcare, manufacturing, distribution, real estate development and management, retail, petroleum refining, computer hardware, and hospitality.

Kevin has advised a variety of clients including: NationsRent, Episcopal Health Systems, Pegasus Gold, Bradlees Stores, Crystal Brands, Coleco, Commodore Computers, U. S. Shelter, Continental Illinois Bank, and Elsinore Corporation. Assignments on behalf of creditors include: Allegheny Health, Education and Research Foundation, Cardinal Industries, TWA, Phar Mor, Wheeling Pittsburgh Steel, Southmark, and United Refining. Kevin has also represented the trustees of CIS, Molten Metals, and Manhattan Investment Fund.

In addition to public record situations, Kevin has led numerous out-of-court restructuring assignments, including: a toy manufacturer and distributor with $100 million in debt; a $150 million distributor, fulfillment house and provider of incentive awards, a real estate developer and syndicator with $300 million in debt; a steel and forge company with $60 million in debt. A real estate management and syndicator with 50,000 units under contract; and healthcare providers with debt ranging from $100 million to $300 million.

Before joining Zolfo Cooper, Kevin was an audit manager at Ernst & Whinney (now Ernst & Young) serving manufacturing, distribution, mining, mortgage banking and healthcare clients. Kevin holds a B.S. in Accounting from Villanova University. He is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants and the Association of Insolvency and Restructuring Advisors.

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Frank R. Budetti, Managing Director
Frank has been in the crisis management and corporate recovery consulting practice for nearly 30 years. He has specialized in assuming interim management positions such as President, COO and CEO in financially troubled companies.

Frank's expertise spans a wide variety of industries such as aerospace, defense, packaging, wholesalers, entertainment, public utilities, telecommunications, giftware, hi-tech, and medical services. He has managed more than 220 engagements and has extensive experience working on behalf of both debtors and creditors. Frank's major operational experiences include the following positions: President of a $350 million sales company that manufactured and distributed telecommunications and television station systems; CEO of a manufacturer of tissue products for grocers, drug stores, and general merchandisers President and CEO of a flavor and fragrance company, F&C International.; President of a logistics company (warehousing, distribution, and transportation); and COO of a branded fabric manufacturing company, Malden Mills Industries.

Previously, Frank was a partner at Deloitte & Touche and was the national director of the operations consulting practice that included manufacturing, distribution, and logistics clients. There, as partner in charge, he also built the St. Louis office into a highly successful consulting practice. Frank holds a B.A. degree from Dartmouth College. He also has a Bachelor of Engineering Science from the Thayer School of Engineering and an M.B.A. (cum laude) from the Amos Tuck School of Business.

Salvatore LoBiondo, Jr., Managing Director
With more than 23 years of general business experience, Sal has specialized in advising troubled companies for nearly a decade. His background includes interim management roles and international assignments, including work in Russia, the Netherlands, England and Brazil. Sal has led complex reorganizations and restructurings for both debtors and creditors, with experience across diverse industries such as telecommunications, electronics, manufacturing, retail, distribution and airlines.

Currently Sal is advising MCI bondholders, key stakeholders in the WorldCom bankruptcy proceeding. Some of his other public record client assignments include: IT Group, MGM Grand Hotel and Casino, TWA and Trans World Entertainment, Figgie International, Fredericks of Hollywood and Winstar Communications. He has also held interim management positions at Microwarehouse, Inc. and Microwarehouse, B.V. Previously, Sal was a Vice President of Bell Altlantic TriCon Leasing (now part of Finova Capital). He also spent 6 years serving clients as part of the audit groups of international public accounting firms; with both Deloitte & Touche and Coopers and Lybrand (PriceWaterhouseCoopers). Among his clients were: AT&T, Bell Atlantic and Johnson and Johnson. Sal holds a B.S. degree from Villanova University. He is a member of the Association of Insolvency and Restructuring Advisors and the American Institute of Certified Public Accountants.

Scott W. Winn, Managing Director
Scott Winn is a Managing Director, with over 20 years of professional experience in finance, operations, and strategy, specializing in distressed and under-performing companies.

As a seasoned restructuring expert, Scott provides hands-on leadership and creative advice to distressed organizations and their creditors. Scott's deep expertise covers a wide array of industries, including energy, health care, retailing, telecommunications, financial services, manufacturing, and other service sectors. At Enron, Scott currently leads the efforts to divest non-core businesses, resolve special purpose entities, and manage chapter 11 processes. Scott was financial advisor to Allegheny Health, Education and Research Foundation, and led the financial restructuring of Allegheny General Hospital. Recently Scott also advised creditor groups in the Mariner Health Group and Special Metals situations. Other notable assignments include either company or creditor representation for Laidlaw, Mutual of Omaha, Oxford Health Plans and Texaco.

Prior to joining Zolfo Cooper in 2000, Scott was a partner with Deloitte & Touche in Reorganization Services. Scott began his career with J. Henry Schroder Bank & Trust. He holds a B.S.B. degree from Georgetown University.

References

Kroll Zolfo Cooper
Financial Consulting

In the course of our practice, we have worked with many companies, law firms, banks and other institutional lenders, and investment bankers. We will be pleased to provide specific references upon request.

Law Firms

Akin, Gump, Strauss, Hauer & Feld
Andrews & Kurth
Angel & Frankel
Baker & McKenzie
Battle Fowler
Benesch, Friedlander, Coplan & Aronoff
Bingham McCutchen
Bryan Cave
Buchanan Ingersoll
Carter Ledyard & Millburn
Coudert Brothers
Dewey Ballantine
Duane Morris
Fried, Frank, Harris, Shriver & Jacobsen
Fullbright & Jaworski
Jones Day
Kaye Scholer
Kirkpatrick & Lockhart
Klee, Tuchin, Bogdanoff & Stern
Kronish Lieb Weiner & Hellman
Latham & Watkins
LeBoeuf, Lamb, Greene & MacRae
Loeb & Loeb
Lowenstein Sandler
Luskin, Stern & Eisler
Mayer, Brown, Platt, Rowe & Maw
McDermott, Will & Emery
Milbank, Tweed, Hadley & McCloy
Morgan Lewis & Bockius
Moses & Singer
Murphy Sheneman Julian & Rogers
Neal, Gerber & Eisenberg
O'Melveny & Myers
Otterbourg, Steindler, Houston & Rosen, P.C.
Pachulski, Stang, Ziehl, Young, Jones & Weintraub
Paul, Weiss, Rifkind, Wharton & Garrison
Pepper Hamilton
Pillsbury Winthrop
Piper Rudnick
Proskauer Rose
Schulte Roth & Zabel
Shearman & Sterling
Simpson Thacher & Bartlett
Skadden, Arps, Slate, Meagher & Flom
Stroock & Stroock & Lavan
Stutman, Treister & Glatt
The Bayard Firm
Wachtell, Lipton, Rosen & Katz
Weil, Gotshal & Manges
White & Case
Wilkie Farr & Gallagher
Winston & Strawn
Young Conaway Stargatt & Taylor

Institutional Lenders

Aetna Life Insurance Company
Allstate
Bank of America/NationsBank
Bank of Montreal
Bank of New York
Bank One/First Chicago
Barclays Bank
BHF Bank
BNP Paribas
CIBC
CIT
Citibank
Comerica
Congress Financial Corp.
Credit Agricole Indosuez
Credit Lyonnais
Creditanstalt
Dresdner Kleinwort Wasserstein
Fifth Third Bank
First Bank of Minneapolis
First Union/Wachovia Securities
FleetBoston Financial Corp.
Foothill Capital
GE Capital Corp.
GMAC Commerical Finance
Goldman Sachs
Heller Financial
HSBC
IBJ – Whitehall/Mizuho
ING Bearings
JP Morgan Chase & Co.
Key Bank
Massachusetts Mutual Insurance Company
Mellon Bank
Merrill Lynch
National City Corporation
PNB
Principal Financial Corp.
Prudential Insurance Company of America
Scotiabank
Societe Generale
Star Bank
Wells Fargo Bank (Norwest)

Corporate Advisory & Restructuring

Issues Facing Troubled Companies

Kroll Zolfo Cooper
Financial Consulting

Troubled company management's reorganization strategy is designed to increase the probability that the rehabilitation will be successful. The key factors influencing whether the process is carried out in or out of court are the need for and availability of financing, the relative concentration and size of claims, the extent of legal or contractual impediments, and the types of products/services. Tactics aim at reestablishing credibility to garner support for the reorganization process and a consensual reorganization/restructuring plan. Kroll Zolfo Cooper has advised and assisted troubled companies to resolve virtually all critical reorganization process issues in both judicial and non-judicial reorganizations.

Business Stabilization

- *Stop cash bleeding and arrange emergency or DIP financing*
- *Restore credible communications with customers, employees and vendors and other creditors*
- *Assess the viability/potential viability of the business*
  - *Industry*
  - *Business*
  - *Profit structure*
  - *Capital structure*
  - *Management infrastructure*

Business Rehabilitation

- *Business plan*
- *Design and execution of implementation plans*
  - *Asset sales/business divestitures*
  - *Operations improvement and cost reduction*
  - *Improved operational and financial controls*
  - *Normalization of external and internal relationships*
- *Analyze and report on performance on a timely basis*

Plan of Reorganization/Restructuring

- *Fact-finding and litigation support*
- *Best interests and feasibility analyses*
- *Negotiation support and assistance*

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	
	Hearing Date and Time: _____
Movants,	Objection Deadline: _____
v.	
NO RESPONDENT.	

ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE APPROVING THE SERVICES AGREEMENT WITH LEONARD LOBIONDO AND KZC SERVICES, LLC

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") seeking entry of an order approving the services agreement (the "Agreement," a copy of which is attached to the Motion as Exhibit A) among the Debtors, Leonard LoBiondo ("LoBiondo") and KZC Services, LLC ("KZC"); and it appearing that the relief requested is essential to the continued operation of the Debtors' businesses and is

[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] Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Application.

in the best interest of the Debtors' estates and creditors; and sufficient notice of the Motion having been given under the circumstances; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157; and it appearing that venue of this proceeding and this Motion is properly in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED that the Motion is granted; and it is further

ORDERED that the Agreement is hereby approved in its entirety; and it is further

ORDERED that the Debtors shall be, and hereby are, authorized to employ LoBiondo and KZC to provide services for the Debtors on the terms and conditions set forth in the Agreement; and it is further

ORDERED that KZC shall be authorized to assign LoBiondo as the Chief Restructuring Officer of Directors and other additional individuals to serve as Associate Directors of Restructuring to perform services required of KZC under the Agreement. LoBiondo and KZC shall not be required to apply to the Court for payment of any compensation or reimbursement of any expenses under the Agreement; and it is further

ORDERED that LoBiondo and KZC shall be, and hereby are, authorized to perform the services as defined in the Motion, the Agreement and the LoBiondo Affidavit; and it is further

ORDERED that all compensation and reimbursement due to, and other rights of, LoBiondo and KZC in accordance with the Agreement, including, without limitation indemnification obligations, shall be treated and allowed as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the terms and provisions of Section 4 of the Agreement; *provided*, *however*, that KZC shall be liable

for, and responsible for the payment of any taxes, withholding or otherwise, associated with the payment of compensation and reimbursement for individuals provided by KZC; and it is further

ORDERED that any payments to be made pursuant to this Order shall be subject to the DIP Budgets, DIP Loan Amendment and the DIP Orders (as each term is defined in the First Day Affidavit); and it is further

ORDERED that for a period of three years after the conclusion of the engagement, the Fund (as defined in the LoBiondo Affidavit) shall not make any investment in the Debtors or the reorganized Debtors; and it is further

ORDERED that the Success Fee which may become due to KZC in accordance with the Agreement shall be payable, subject to review by the United States Trustee, for reasonableness under all the relevant circumstances; and it is further

ORDERED that the Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement shall have no material adverse effect on the Debtors' estates or their creditors; and it is further

ORDERED that the Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the construction, performance and enforcement of the terms and conditions of the Agreement.

Pittsburgh, Pennsylvania

Dated: _____, 2004

_____

United States Bankruptcy Judge

EXHIBIT 13

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	Hearing Date and Time: _____
Movants,	Objection Deadline: _____
v.	
TRAVELERS PROPERTY CASUALTY GROUP	

EMERGENCY MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER UNDER SECTION 363(b) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO MAINTAIN THE EXISTING SURETY BOND PROGRAM AND ENTER INTO AN AGREEMENT WITH TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA FOR ISSUANCE OF NEW SURETY BONDS

The above-captioned debtors and debtors-in-possession (the "Debtors") file this motion (the "Motion") seeking entry of an order authorizing the Debtors to maintain the existing surety bond program as a valid and binding postpetition obligation of the Debtors and to enter into an arrangement for the issuance of new surety bonds from Travelers Casualty & Surety Company of America and its

[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.

affiliates and subsidiaries ("Travelers," together with the Debtors, the "Parties") on the terms contained herein. In support of this Motion, the Debtors respectfully state as follows:[2]

Jurisdiction

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicate for the relief requested herein is section 363(b) of title 11 of the United States Code (the "Bankruptcy Code").

Background

3. On this date (the "Petition Date"), the Debtors filed petitions for relief under the Bankruptcy Code (the "Chapter 11 Cases"). As more fully described in the First Day Affidavit, Debtors have submitted various First Day Motions that seek to stabilize the Debtors' business operations and allow the Debtors to commence these Chapter 11 Cases in the best position possible to emerge expeditiously.[3] Consistent with the relief requested in the First Day Motions, Debtors have conducted extensive negotiations and preparations with their Prepetition Senior Lenders regarding their financial obligations and future business operations and have secured a debtor-in-possession financing facility with certain of the Prepetition Senior Lenders to provide for financing of the Debtors' operations following the Petition Date. Moreover, the Company, certain of the Prepetition Senior Lenders and Prepetition Term B Facility Lenders, and the Term C Lender have entered into a lock up and voting agreement in support of a plan of reorganization that embodies the terms of their agreement concerning the Company's restructuring, which terms have been set forth in the term sheet

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[2] The facts and circumstances supporting this Motion are set forth in the Affidavit of Ronald M. Marmo, Vice President, Administration, in support of certain first day motions, filed contemporaneously herewith ("the First Day Affidavit").

[3] Any capitalized terms used in this Motion that are not otherwise defined shall have the meaning ascribed to them in the First Day Affidavit.

attached to the lock up and voting agreement. The Debtors have also requested the Court designate the Chapter 11 Cases as a complex case pursuant to Local Rule 1002-3, and to jointly administer them pursuant to Bankruptcy Rule 1015(b).

Relief Requested

4. Collectively, the Debtors are the largest provider of comprehensive crane and lifting equipment rentals and services in North America. The Debtors have a network of thirty-two crane rental yards that provide service to over 12,700 customers in forty-seven states and the Caribbean. The Debtors own approximately 7,000 pieces of equipment, of which approximately 2,479 are cranes and other lifting equipment, ranging from 1,000-ton mobile cranes to two-person aerial work platforms. In order to conduct their businesses, the Debtors are required to obtain and hold various licenses to do business in a particular State, operate at particular work sites and to transport equipment on roadways (collectively, the "Licenses"). Various state regulatory agencies, such as state departments of motor vehicles, occupational safety and health administration boards and state corporate oversight entities (the "State Agencies"), issue the Licenses.

5. The Debtors generally must obtain and post surety bonds (the "Business Surety Bonds") to obtain and subsequently maintain the Licenses. The purpose of the Business Surety Bonds is to ensure that funds are available if customer-related and other claims are made against the Debtors as a result of their doing business in the State for which a particular Business Surety Bond is posted.

6. The Debtors obtain the Business Surety Bonds from Travelers. As of May 31, 2004, there are approximately eight (8) Business Surety Bonds outstanding, with a single letter of credit collateralizing all of them.

7. Most Licenses are of a short-term duration. Where Licenses are longer term, particularly when issued to do business in a particular State, the Debtors must submit the original Business Surety Bonds with their initial License applications. Subsequent applications to add additional licensed locations, increase and decrease bond amounts and change licensed office

addresses generally are submitted with Business Surety Bond riders. When State Agencies renew Licenses, the Debtors will, in some instances, also provide a Business Surety Bond continuation certificate to the relevant State Agency. The various Business Surety Bond amounts vary by License and issuing jurisdiction.

8. Without the Business Surety Bonds in place, the various State Agencies would have the legal authority to revoke or suspend some or all of the Debtors' Licenses. If this were to happen, the Debtors would effectively be unable to operate their businesses, which would severely damage their going-concern-value.

9. Moreover, the Debtors obtain additional bonds (the "Additional Surety Bonds," and together with the Business Surety Bonds, the "Surety Bonds") from Travelers from time to time for employee benefit and union obligations, and as required by various courts.

10. On information and belief, no claim has ever been made against the Surety Bonds for any reason.

11. In order to facilitate their operations, the Debtors, by this Motion, seek to maintain the existing surety bond program and assume and treat the bond program documents, including the Indemnity Agreement dated as of May 30, 2003, the existing bond and any related documents, as valid and binding postpetition obligations. Furthermore, the Debtors seek to enter into an agreement for the issuance of Additional Surety Bonds from Travelers, consistent with the DIP Budgets, the DIP Loan Amendment and the DIP Orders (as each term is defined in the First Day Affidavit), according to the following terms:[4]

> (i) The Parties intend to maintain a bonding relationship. Travelers shall issue bonds of a type historically written for the account, however, Travelers is not making a commitment to issue, extend, review or increase any bond and any agreement to issue, extend, renew or increase any bond shall be at Travelers' discretion pursuant to its underwriting business practices. Accordingly,

[4] Travelers has reviewed this Motion and the terms of the arrangement contained herein, and has determined that the terms set forth herein are acceptable.

Travelers reserves the right to apply its ordinary underwriting business practices to accept or reject a request for any postpetition bond;

(ii) The collateral requirement for bonds outstanding as of the Petition Date will remain the same as it was prepetition. For any bonds written for the account postpetition, Travelers will require 107% collateral in the form of a standby letter of credit. The standby letter of credit shall be in the form and content customarily used by the parties, and shall be from one of the DIP Lenders (as that term is defined in the Affidavit);

(iii) Prior to the Petition Date, the Parties executed a letter agreement establishing the pricing for the account and the premium to be charged;

(iv) The Parties have executed the indemnity agreement attached hereto as Exhibit A, which ratifies any and all existing indemnity agreements. The Debtors agree to execute a new indemnity agreement, in form and substance acceptable to Travelers, after filing for chapter 11 relief, that will ratify any and all existing indemnity agreements. The terms of the new indemnity agreement to include existing indemnity agreements listed therein. Upon emergence from these Chapter 11 Cases, Reorganized Maxim Crane intends to execute a new indemnity agreement with Travelers;

(v) Subject to the terms of the DIP Orders, the DIP Budget and the DIP Loan Amendment (as defined in the First Day Affidavit), to secure their postpetition obligations under their postpetition agreement with Travelers, the Debtors shall cause to be issued a standby letter of credit (but not cash) in favor of Travelers. Travelers shall have the right to draw upon that standby letter of credit for claims arising from any postpetition bond or postpetition indemnity obligation without the need of any further approval by this Court;

(vi) The standby letter of credit provided by the Debtors to Travelers shall be held by Travelers until it is presented with competent written evidence, satisfactory to Travelers in its sole discretion, of discharge of all bonds and there exists no outstanding loss, cost, expense, unpaid premium or other unreimbursed amounts due to Travelers. As letters of credit are not part of the bankruptcy estate, Travelers' rights remain the same with respect to letters of credit and Travelers will use the standby letter of credit if any loss occurs in connection with the postpetition bonds or postpetition indemnity agreements;

(vii) Any claims in excess of the standby letter of credit held at the time of the claim, shall be accorded administrative expense priority, subject to the terms and conditions of the DIP Orders, the DIP Budget and the DIP Loan Amendment (as defined in the First Day Affidavit);

(viii) The Debtors will continue to make payments as authorized by the Bankruptcy Court of any obligations which are covered by any Travelers bonds;

(ix) The Debtors shall pay commercially reasonable fees for legal work in connection with preparing, obtaining and enforcing any order granting the relief requested in this Motion, with payments to be made thirty (30) days after a

statement setting forth the basis for such fees in commercially reasonable detail, has been presented to the Debtors. If the parties cannot reach agreement on the payment of any such fees, then Travelers may file with the Court an application for administrative expense in satisfaction of any such fees, the Debtors shall have the right to object thereto, and the Court shall determine the amount payable;

(x) Debtors will continue to timely supply periodic financial information to Travelers in the ordinary course of business, and cooperate with any claim investigation;

(xi) The Debtors' subsidiaries may participate in this agreement if they agree to terms as set forth herein; and

(xii) Travelers agrees not to cancel any bonds for the duration of the Chapter 11 Cases, except for the following limited circumstances under which it may cancel the bonds upon ten (10) days notice without further court authorization:

- The Debtors fail to perform any material obligations under any one or more of the bond or surety program documents or pay any premium owed with respect to one or more of the bonds as it becomes due;
- The Debtors shall have ceased the operation of their businesses generally or ceased to engage in the operation or activity covered by such bond;
- Conversion of these Chapter 11 Cases to liquidation of the Debtors' estates under chapter 7 of the Bankruptcy Code;
- The Debtors shall have disposed of substantially all of their assets through a sale, reorganization plan or otherwise; or
- The Debtors shall have become unable to pay all of their administrative expenses and claims.

(xiii) The automatic stay shall be modified to permit Travelers to cancel any bonds only on ten (10) days written notice to the Debtor solely for the limited circumstances as provided for in paragraph 11(xii) hereof and the enforcement of its remedies against any standby letter of credit held at the time of any such cancellation.

Basis for Relief

12. Section 363(b) of the Bankruptcy Code provides that a debtor in possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Courts determining whether to approve a debtor's decision to use property of the estate outside the ordinary course of business apply a "business justification" standard. See In re Delaware & Hudson Ry. Co., 124 B.R. 169, 175-76 (D.Del. 1991) (section 363 of the

Bankruptcy Code requires that the debtor's decision be supported by a "sound business purpose"); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (Bankr. D.Del. 1999).[5]

13. The Debtors cannot continue to operate their businesses unless the Surety Bonds remain in place and they can readily obtain Additional Surety Bonds. Indeed, it is highly likely that many States in which the Debtors are doing business would revoke the Licenses to do business, and to operate at job sites and move equipment on roadways. See e.g., Edwards Mobile Homes Sales, Inc. v. Ohio Casualty Ins. Co. (In re Edwards Mobile Homes Sales, Inc., 119 B.R. 857 (Bankr. M.D. Fla. 1990) (State was permitted under the section 362(b) to revoke mobile home dealer's license to do business if there is no surety bond in place). Furthermore, the Surety Bonds are also required to secure employee benefit obligations pursuant to certain union requirements and required by various court authorities in pending cases. Allowing the Debtors to maintain the existing surety bond program and enter into the agreement with Travelers on the terms set forth above will preserve the Debtors as a going concerns, which will clearly redound to the benefit of the Debtors' estates. Accordingly, the Debtors believe they have articulated a valid business justification for maintain the current program and entering into the agreement, as set forth above, with Travelers.

14. Furthermore, it is in the best interests of the Debtors, their estates and their creditors to accord administrative expense treatment for any claim in excess of the standby letter of credit held at

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[5] See also, Fulton State Bank v. Schipper, 933 F.2d 513, 515 (7th Cir. 1991) (debtor's decision must be supported by "some articulated business justification"); Stephens Ind., Inc. v. McClung, 789 F 2d 386, 389-90 (6th Cir. 1986); In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 147 (3d Cir. 1986) (enunciating the good faith requirement); In re Continental Airlines, Inc., 780 F.2d 1223 (5th Cir. 1986); In re Telesphere Communications, Inc., 179 B.R. 544, 552 (Bankr. N.D. Ill. 1999); In re United Healthcare System, Inc., 1997 WL 176574 (D.N.J. 1997) (courts typically must examine whether there was: (1) adequate notice to interested parties, (2) adequate price paid for the asset, (3) good faith by the parties, and (4) a sound business reason for the sale); Titusville Country Club, 128 B.R. 396, 399 (Bankr. W.D.Pa. 1991) (the "sound business judgment test requires (i) that a sound business purpose justifies the sale outside the ordinary course of business, (ii) that adequate and reasonable notice has been provided to all of the interested parties, (iii) that the debtor has obtained a fair and reasonable price, and (iv) good faith); and In re Phoenix Steel Corp., 82 B.R. 334, 335-36 (Bankr. D. Del. 1987) (listing the elements necessary for approval of a section 363 sale in a chapter 11 case).

the time of the claim. As discussed above, the Debtors and Travelers have agreed that the Surety Bonds will remain in place for the duration of these Chapter 11 Cases in exchange for the Debtors agreeing to pay any claims in excess of the standby letters of credit held by Travelers at the time of the claim. Furthermore, having the Surety Bonds remain in place clearly will benefit the Debtors' estates by permitting the Debtors to remain operating entities, thereby preserving their going concern value. See In re O'Brien Environmental Energy, Inc., 181 F.3d 527, 532-33 (3d Cir. 1999) citing In re Mammoth Mart, Inc., 536 F.2d 950, 954 (1st Cir. 1976). Indeed, such benefits of the Surety Bonds remaining in place are clearly concrete and discernible, thus being necessary to preserve the Debtors' estates.

15. The Debtors also request that the Court find that, notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014 or otherwise, the terms and conditions of an Order shall be immediately effective and enforceable upon its entry, and that any debt incurred hereunder be valid pursuant to section 364(e) of the Bankruptcy Code.

Notice

16. No trustee, examiner or creditors' committee has been appointed in the Chapter 11 Cases. Notice of this Motion has been provided to: (a) the United States Trustee; (b) those parties listed on the Consolidated List of Creditors Holding Largest Twenty Unsecured Claims Against The Debtors, as identified in their chapter 11 petitions; (c) counsel to the Agent for the DIP Lenders; (d) counsel to the Agent for the Prepetition Senior Lenders; (e) counsel to the Term B Lenders; (f) counsel to the Term C Lender; (g) the Indenture Trustee for the New Senior Notes; (h) the Indenture Trustee for the New Debentures; and (i) Travelers Casualty & Surety Company of America. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

No Prior Request

17. No prior Motion for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order (i) authorizing the Debtors to maintain the existing surety bond program as a valid and binding postpetition obligation of the Debtors and enter into an agreement with Travelers on the terms as set forth in the Motion for the issuance of Additional Surety Bonds and (ii) granting such other and further relief as the Court deems appropriate.

Dated: Pittsburgh, Pennsylvania
June 14, 2004

KIRKLAND & ELLIS LLP
David L. Eaton *(to be admitted pro hac vice)*
Anup Sathy *(to be admitted pro hac vice)*
Roger J. Higgins *(to be admitted pro hac vice)*
200 East Randolph Drive
Chicago, IL 60601
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

-and-

Campbell & Levine, LLC

/s/ David B. Salzman
Douglas A. Campbell (PA I.D. #23143)
David B. Salzman (PA I.D. #39360)
1700 Grant Building
Pittsburgh, PA 15219
Telephone: (412) 261-0310
Facsimile: (412) 261-5066

[Proposed] Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

(Indemnity Agreement)

General Contract Of Indemnity
(Commercial Contract – Form B)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

We, the undersigned, hereinafter referred to as Indemnitors, hereby request TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, One Tower Square, Hartford, Connecticut 06183, for itself and its affiliates, parent, and subsidiaries, individually, and collectively "Company" to furnish bonds, undertakings, guarantees, letters of credit, bank guarantees or other instruments of suretyship, hereinafter referred to as "Bonds", and as an inducement therefore we make the following representations of fact, promises and agreements:

REPRESENTATIONS OF FACT:

1. In the transaction of business one, some or all of the Indemnitors are required, or may desire to give such Bonds.
2. The Indemnitors have a substantial, material and beneficial interest (a) in the obtaining of Bonds by any of the Indemnitors and (b) in the transaction(s) for which any other Indemnitor has applied or will apply to Company for Bonds pursuant to this Agreement. It is understood that the purpose of this Agreement is to induce Company to furnish Bonds, however, Company is under no obligation to furnish Bonds to Indemnitors.
3. The Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. The Indemnitors further acknowledge and agree that (a) the execution, delivery and performance of this Agreement by such Indemnitors, (b) the compliance with the terms and provisions hereof, and (c) the carrying out of the obligations contemplated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the charter documents or bylaws of such Indemnitors, or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against Indemnitors, or any other agreement binding upon Indemnitors, or constitute a default hereunder.

PROMISES AND AGREEMENTS: In consideration of the furnishing of any such Bond or the forebearance of cancellation of any existing Bonds by Company and for other valuable consideration, the Indemnitors hereby jointly and severally promise and agree as follows:

1. To pay all premiums for each such Bond, as they fall due, and until Company has been provided with competent legal evidence that the Bond has been duly discharged.
2. To indemnify and exonerate Company from and against any and all loss and expense of whatever kind, including interest, court costs and counsel fees, as well as any such expense incurred or sustained by reason of making any investigation, hereinafter referred to as Loss, which it may incur or sustain as a result of or in connection with (a) the furnishing of any Bond, or (b) the enforcement of this Agreement. To this end Indemnitors promise:
   (a) To promptly reimburse Company for all sums paid on account of such Loss and it is agreed that (1) originals or photocopies of claim drafts, or of payment records kept in the ordinary course of business, including computer printouts, verified by affidavit, shall be prima facie evidence of the fact and amount of such Loss, (2) Company shall be entitled to reimbursement for any and all disbursements made by it in good faith, under the belief that it was liable, or that such disbursement was necessary or expedient.
   (b) To deposit with Company on demand the amount of any reserve against such Loss which Company is required, or deems it prudent to establish, whether on account of an actual liability or one which is, or may be, asserted against it, and whether or not any payment for such Loss has been made.
3. This Agreement shall apply to any and all Bonds furnished as follows, including those issued before the date hereof:
   (a) By Company as Surety, or by any other surety or co-surety when procured by Company, in which event such surety or co-surety shall also have the benefit of this Agreement and the right to proceed thereon.
   (b) At the request of any Indemnitors; and
   (c) For or on behalf of any of the following:
      (1) One, some or all of the Indemnitors,
      (2) Any joint venture or other form of common enterprise in which any Indemnitor(s) was a member at the time the Bond was furnished;
      (3) Any present or future affiliate or subsidiary of any such Indemnitor(s); or
      (4) Any third Party at the request of any Indemnitor(s) and its subsidiaries and affiliates.
4. (a) The validity and effect of this General Contract of Indemnity shall not be impaired by, Company shall incur no liability on account of, and the Indemnitors need not be notified of:
      (1) Company's failure or refusal to furnish any Bond, including final Bond or Bonds where Company has furnished a bid bond.

(2) Company's consent or failure to consent to changes in the terms and provisions of any Bond, or the obligation or performance secured by any Bond.

(3) The taking, failing to take, or release of security, collateral, assignment, indemnity agreements and the like, as to any Bond.

(4) The release by Company, on terms satisfactory to it, of any of the Indemnitors.

(5) Information which may come to the attention of Company which affects or might affect its rights and liabilities or those of any of the Indemnitors.

(b) The validity and effect of this General Contract of Indemnity shall not be impaired by and the Company shall incur no liability on account of the cancellation or termination of any Bond(s).

5. The Indemnitors shall have no rights of Indemnity, contribution or right to seek collection of any other outstanding obligation against any other Indemnitor(s) or his/her property until the obligations of the Indemnitors to Company under this Agreement have been satisfied in full.

6. The Company shall have the right, at its option and in its sole discretion (a) to deem this Agreement breached should any Indemnitor become involved in any agreement or proceeding of liquidation, receivership, or bankruptcy, voluntarily or involuntarily, or should any Indemnitor, if an individual, die, or be convicted of a felony, become a fuguitive from justice, or for any reason disappear and cannot immediately be found by the Company by use of usual methods; and (b) to adjust, settle, or compromise any claim, demand, suit or judgment upon said Bond or Bonds, or any of them, on the basis of liability, expediency or otherwise, and its determination shall be final, conclusive and binding upon the Indemnitors.

7. Indemnitors also understand and agree that their obligations remain in full force and effect for any and all Bonds issued pursuant to this Agreement, notwithstanding that the entity on whose behalf said Bond(s) were issued has been sold, dissolved or whose ownership has been otherwise altered in any way.

8. This Agreement is in addition to and not in lieu of any other agreements and obligations undertaken in favor of Company.

9. This Agreement shall remain in full force and effect until terminated. An Indemnitor may only terminate its participation in this Agreement by providing written notice to the Company of such Indemnitor's intent to terminate. Such notice of termination shall become effective thirty (30) days after the Company's receipt of the same. The obligations and liability of an Indemnitor giving such notice shall thereafter be limited to those Bonds furnished before the effective date of the notice, which liability shall include any bond which was originally issued prior to the effective date of notice and renewed subsequent to the notice or effective date of termination.

10. In the event of a claim or notice of a potential claim, the Company shall have the right at all times to free access to the books, records and accounts of each of the Indemnitors for the purpose of examining the same.

11. Indemnitors agree that in the event there is an act of default in the performance of a contract for which Company has provided a bond, and such bond has been executed in accordance with paragraph 3 herein, the following applies:

(a) Company is granted a security interest in any equipment and material, including proprietary software, needed to complete said contract;

(b) Company is granted a security interest in all sums which are and may become payable to the principal in connection with said contract;

(c) The security interests are effective in the case of said contract(s) as of the date of the contract(s);

(d) Company may enforce the security interests and may demand and secure possession of all property and funds subject thereto; and

(e) Company is authorized, at its discretion and at any time, to file or serve this instrument or a true copy hereof as a Financing Statement or other notice under the Uniform Commercial Code or any similar law, and Company is authorized to complete this instrument in any manner required for such use, and to prepare and attach schedules describing items of security covered hereunder. However, the failure to do so shall not release or impair any of the obligations of the Indemnitors under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise.

12. Indemnitors agree that any of the following shall constitute an act of default:

(a) Failure to perform the work of a contract in timely and proper fashion, or to make payment when due of bills in connection therewith;

(b) A declaration of default by any contract owner;

(c) Any Indemnitor becomes the subject of any proceeding or agreement of bankruptcy, receivership, insolvency, creditor assignment or actually becomes insolvent;

(d) Any Indemnitor dies, becomes legally incompetent, is imprisoned, is convicted of a felony, or disappears and cannot be located;

(e) The sustaining of Loss by Company under any performance bond; or

(f) The establishment by Company in good faith of reserves against loss in connection with any performance bond.

13. Whereas, the obligee or beneficiary under certain Bonds may make a demand for payment ("Demand") against the Bond. When such Demand is made, Company must pay the amount of the Demand, not to exceed the penal sum of the Bond, as well as all necessary fees, within the time period required by the Demand. Under such Bonds, Company, with the knowledge and consent of the Indemnitors, has expressly waived all defenses to making such payment. If the Indemnitors receive notice from Company that a Demand has been made against a Bond by the obligee or beneficiary, they will, at least three (3) business days before payment of such Demand is due the Obligee, pay Company the full amount of the Demand, which amount shall not exceed the penal sum of the Bond, as well as all necessary fees. Such payment will be made by wire transfer or otherwise in immediately available funds to the bank account specified in the notice provided to the Indemnitors by Company. The Indemnitors waive, to the fullest extent permitted by applicable law, each and every right which they may have to contest such payment. Failure to make payment to Company as herein provided shall cause the Indemnitors to be additionally liable for any and all reasonable costs and expenses, including attorney's fees, incurred by Company in enforcing this Agreement, together with interest on unpaid amounts due Company. Interest shall accrue, commencing the date Company pays the amount of the Demand, at 130% of the prime rate of interest in effect on December 31 of the previous calendar year as published in the Wall Street Journal.

14. Indemnitors hereby expressly authorize Company to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes:

    (a) To verify information supplied to Company;

    (b) For underwriting purposes; and

    (c) Upon establishment of a reserve, for debt collection.

15. The Company may furnish copies of any and all statements, agreements, and financial statements and any information which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

16. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original.

17. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

18. "Indemnitors" shall include, but may not be limited to, the following entities. However, it shall also include any entities for which Bonds are issued pursuant to Paragraph 3 above. Indemnitors include: **Anthony Crane Rental Holdings, L.P., Anthony Crane Rental, L.P., ACR,L.P. d/b/a Maxim Crane Works**

19. If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted.

20. Special Provisions: **n/a**

WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH.

WITNESS: The following signature(s) and seal(s) this **30th** day of **May**, **2003**.

IMPORTANT: To all indemnitors, please provide your Social Security Number (Individual) or your Federal Tax ID Number (Corporation). To all Corporate Indemnitors, each signature must be that of a Secretary and/or an Officer and notarized.

If Indemnitor an Individual, sign below:

Witness' Signature	(Print or Type Name)	Individual -	(Print or Type Name)
		SS#	
Witness' Signature	(Print or Type Name)	Individual -	(Print or Type Name)
		SS#	

If Indemnitor a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: All signatures must be notarized. If the company is: 1) a **Corporation** the **Secretary and an Authorized Officer** should sign on behalf of the Corporation, 2) a **Limited Liability Corporation** the **Manager or Member(s)** should sign on behalf of the LLC, or 3) a **Partnership the Partner(s)** should sign on behalf of the partnership. Two signatures are required for all companies except where only one entity is signing the indemnity agreement or where otherwise instructed by Travelers.

Each of the undersigned hereby affirms to the Company that I am a secretary or a duly authorized officer, manager or official of each of the business entities which entered into the foregoing General Contract of Indemnity as an Indemnitor. In such capacity I am familiar with all of the documents set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions, partnership, and operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as I deem appropriate, I hereby affirm that such entity has the power and authority to enter into such General Contract of Indemnity and that the individual executing such General Contract of Indemnity on behalf of such entity is duly authorized to do so.

Anthony Crane Rental Holdings, L.P.	25-1814367
(Company)	(Federal Tax ID)
By _____ (Seal)	By _____ (Seal)
(Signature of Authorized Officer)	(Signature of Authorized Officer)
Ronald M. Maemo Vice-President Administration	Arthur J. Innamorato Jr. President
(Print or Type Name and Title)	(Print or Type Name and Title)

ACKNOWLEDGEMENT
STATE OF Pennsylvania County of Allegheny

On this 30 day of May, 2003, before me personally appeared Arthur J. Innamorato Jr. known or proven to me to be the President of the Company and he has known or proven to me to be the President, of the Company executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that they executed said instrument by authority of the Board of Directors of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

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

Cynthia M Wilde
Notary Public residing at Pittsburgh, PA
Commission expires 6-13-2006

_____	_____
(Company)	(Federal Tax ID)
By _____ (Seal)	By _____ (Seal)
(Signature of Authorized Officer)	(Signature of Authorized Officer)
_____	_____
(Print or Type Name and Title)	(Print or Type Name and Title)

ACKNOWLEDGEMENT
STATE OF _____ County of _____

On this _____ day of _____, _____, before me personally appeared _____ known or proven to me to be the _____, of the corporation and _____ known or proven to me to be the _____, of the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that they executed said instrument by authority of the Board of Directors of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public residing at _____
(Commission expires _____)

_____	_____
(Company)	(Federal Tax ID)
By _____ (Seal)	By _____ (Seal)
(Signature of Authorized Officer)	(Signature of Authorized Officer)
_____	_____
(Print or Type Name and Title)	(Print or Type Name and Title)

ACKNOWLEDGEMENT
STATE OF _____ County of _____

On this _____ day of _____, _____, before me personally appeared _____ known or proven to me to be the _____, of the corporation and _____ known or proven to me to be the _____, of the

corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that they executed said instrument by authority of the Board of Directors of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public residing at _____
(Commission expires _____)

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)
	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,	
Movants,	
v.	
TRAVELERS PROPERTY CASUALTY GROUP	

ORDER UNDER SECTION 363(b) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO MAINTAIN THE EXISTING SURETY BOND PROGRAM AND ENTER INTO AN AGREEMENT WITH TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA FOR ISSUANCE OF SURETY BONDS

Upon the motion (the "Motion")[2] of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") seeking entry of an order authorizing the Debtors to maintain the existing surety bond program as a valid and binding

[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] Capitalized terms not defined herein shall have the same meaning ascribed in the Motion.

postpetition obligation of the Debtors and enter into an agreement with Travelers Casualty & Surety Company of America and its affiliates and subsidiaries ("Travelers") for issuance of Additional Surety Bonds; and it appearing that the relief requested is essential to the continued operation of the Debtors' business and is in the best interest of the Debtors' estates and creditors; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED that the Motion is granted in its entirety; and it is further

ORDERED that the Debtors' are authorized to maintain the existing surety bond program as a valid and binding postpetition obligation of the Debtors and enter into an agreement for the issuance of Additional Surety Bonds from Travelers according to the terms as set forth in the Motion, in each case, subject to the DIP Orders and the DIP Budgets (as each such term is defined in the First Day Affidavit); and it is further

ORDERED that the Debtors are authorized to issue a standby letter of credit to Travelers to collateralize the Surety Bonds, subject to the DIP Orders and the DIP Budgets; and it is further

ORDERED that the Debtors are authorized to execute a new indemnity agreement, in form and substance acceptable to Travelers, that will ratify any and all existing indemnity agreements with Travelers; and it is further

ORDERED that Travelers shall have an administrative expense claim for any claim in excess of the standby letter of credit held by Travelers at the time of the claim, subject to the terms and condition of the DIP Orders; and it is further

ORDERED that Travelers shall not cancel any bonds for the duration of the Chapter 11 Cases, except for the certain limited circumstances as set forth in paragraph 11(xii) of the Motion under which it may cancel the bonds upon 10 days notice to the Company without further authorization of this Court; and it is further

ORDERED that the automatic stay shall be modified to permit Travelers to cancel any bonds upon ten (10) days written notice for the certain limited circumstances as provided for in section 11(xii) of the Motion and the enforcement of its remedies against the standby letter of credit held at the time of any such cancellation; and it is further

ORDERED that, notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and that any debt incurred hereunder be valid pursuant to section 364(e) of the Bankruptcy Code; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Pittsburgh, Pennsylvania
Dated: _____, 2004

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United States Bankruptcy Judge