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

In re: ACR MANAGEMENT, L.L.C., et al., Debtors,	Chapter 11 Bankruptcy Case No. 04-27848-MBM
ACR MANAGEMENT, L.L.C., et. al., Movant, Vs. NO RESPONDENT.	

MOTION REQUESTING COURT TO ORDER BANKRUPTCY PETITIONERS TO PRODUCE RELEVANT INSURANCE POLICIES

COMES NOW the undersigned counsel, Lee J. Rohn, and hereby states as follows:

I am the attorney for the Plaintiffs in the following cases that are now Stayed against Anthony Crane International, L.P. (hereinafter "Anthony Crane"), one of the Debtors-in-Possession to the bankruptcy herein:

1. Freddy Colon v. Jacobs/IMC, LLC, Anthony Crane International, L.P, and HOVENSA, LLC, Civil No,.: 582/2000, Territorial Court of the Virgin Islands;
2. Craig Pemberton v. Anthony Crane International, L.P., Civil No. 2000/70
3. *Rhea Dowling v.* Anthony Crane International, L.P., Civil No. 1998/127
4. *Tomas Belboder v.* Anthony Crane International, L.P. and HOVENSA, LLC, Civil No. 115/2004, Territorial Court of the Virgin Islands
5. Rueben Acosta v. Anthony Crane International, L.P., Civil No. 1998/127 District Court of the Virgin Islands
6. Blaise Alexander and Gerald Freeman v. Anthony Crane International, L.P., Civil No. 1997/58, District Court of the Virgin Islands
7. Jerald Baum v. Anthony Crane International, L.P. and HOVENSA, LLC, Civil No. 115/2002, Territorial Court of the Virgin Islands

All of these cases derived when Anthony Crane was a subcontractor within the HOVIC/HOVENSA, LLC refinery in St. Croix, U.S. Virgin Islands.[1] Prior to these matters being stayed and prior to Debtors' relief under Chapter 11 of the Bankruptcy Code, Plaintiffs were in the discovery stages of each litigation. Insurance policies referencing coverage of each claim were requested from Anthony Crane, although information should have been provided pursuant to LRCi 26, specifically LRCi 26.2, which states, in pertinent part:

> Unless otherwise produced or disclosed or unless otherwise directed by the court each party shall, without awaiting a discovery request, disclose produce or make available for inspection to all other parties:
>
> > ..(iii)The existence and contents of any insurance agreement under which any person or entity carrying on an insurance business may be liable to satisfy part or all of the judgment that may be entered in the action, or indemnify or reimburse for payment made to satisfy the judgment, making available such agreement for inspection and copying, as well as reports or documents bearing on reservation of rights or denial of coverage;
> >
> > (iv) Unless the Court otherwise directs, these disclosures shall be made...by each defendant within ninety (90) days after service of an answer to its complaint. ...A party is not excused from disclosure because it has not fully completed its investigation of the case, or because it challenges the sufficiency of another party's disclosure....

Additionally, based on my prior involvement with multiple cases involving the HOIVC/HOVENSA, LLC refinery, it is common knowledge that based on the contracts/agreements with HOVIC/HOVENSA, LLC and any subcontractor that works within the perimeters of the refinery, Anthony Crane International, L.P. including, insurance coverage adequate to cover the above-referenced claims is mandated. See

[1] Debtors have already identified its existence as providing services in the ... U.S. Virgin Islands in its Motion...for an Order Extending the Period...which Debtors may Remove Actions... . at paragraph 9.

Article 11 of the Agreement between HOVIC and Anthony Crane International, L.P. for Construction Equipment Operation and Maintenance Services at St. Croix, U.S. Virgin Islands, Contract No. CSX-0444 (hereinafter "Agreement"), produced in Baum (**Exhibit 1**). In addition, pursuant to Article 11.3 of the Agreement:

> "Excess Liability Insurance will be provided by HOVIC with limits of liability of $4,000,000 with a $4,000,000 annual aggregate."

Therefore, not only does the undersigned counsel know that there is insurance applicable to the above-referenced claims, but there is adequate excess insurance coverage. To date, we are still awaiting receipt of some of those policies.

In Dowling, discovery requests propounded upon Anthony Crane never yielded the applicable insurance policy, although defendant indicated they would "supplement." (**Exhibit 2**: Anthony Crane's Response to Plaintiff's Demand for Production of Documents at No. 25, p. 9). Later correspondence dated August 30, 2004 and September 23, 2004 to obtain the insurance coverage information were sent to local counsel, Linda J. Blair (**Exhibit 3**). Attorney Blair responded by directing us to bankruptcy counsel for Anthony Crane, David Salzman (**Exhibit 4**). Per Attorney Blair's directive, Plaintiffs' counsel directed her first correspondence to Attorney Salzman requesting the insurance coverage information **(Exhibit 5**). To date, no information has been forthcoming, whether by telephone or fax.

In Alexander and Freeman, correspondence dated May 6, 2004 requesting Anthony Crane's Rule 26 disclosure was sent to Attorney Blair (**Exhibit 6**). No response was ever forthcoming. Again on September 24, 2004, the request for the

applicable insurance coverage was requested (**Exhibit 7**). See Exhibit 4 for Attorney Blair's response.

In Acosta, correspondence dated August 30, 2004 and September 23, 2004 to obtain the insurance coverage information were sent to local counsel, Linda J. Blair (**Exhibit 8**). See Exhibit 4 for Attorney Blair's response.

In Pemberton, correspondence dated September 24, 2004 to obtain the insurance coverage information was sent to local counsel, Linda J. Blair (**Exhibit 9**). See Exhibit 4 for Attorney Blair's response.

Contrary to Dowling, Alexander & Freeman, Acosta, and Pemberton, Anthony Crane produced the insurance policies in Colon, Belboder and Baum. Counsel is still awaiting a response from Attorney Salzman as to the existence or non-existence of any excess insurance coverage applicable to the above-referenced cases. See Exhibit 5.

Due to Anthony Crane's failure to provide the requested information, Plaintiffs could not adequately respond to the outstanding motions filed by the Debtors or make any determination as to how to proceed in the herein bankruptcy.

WHEREFORE, for the foregoing reasons indicated above, the undersigned counsel requests that this Court enter an order instructing Anthony Crane to provide the requested information regarding insurance coverage on these claims within twenty (20) days of its order.

RESPECTFULLY SUBMITTED,

LAW OFFICES OF LEE J. ROHN, LLC
Attorneys for Plaintiffs Dowling, Alexander & Freeman, Pemberton, Acosta, Colon, Belboder, and Baum

Dated: September 30, 2004 By: _____

Lee J. Rohn, Esq.
1101 King Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
Tel: (340) 778-8855
Fax:(340) 773-2954

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of Sept., 2004, I caused a true and correct copy of the forgoing MOTION REQUESTING COURT TO ORDER BANKRUPTCY PETITIONERS TO PRODUCE RELEVANT INSURANCE POLICIES to be served on all Creditors and Debtors listed on the attached Service List No. 2:

_____

Service List for A.C.R. Management, L.L.C., Case No. 04-27848

Joel D. Applebaum
PEPPER HAMILTON LLP
100 Renaissance Ctr Ste 3600
Detroit, MI 48243-1101
Debtors

Ron Marmo
ACR MANAGEMENT LLC et al
800 Waterfront Dr
Pittsburgh, PA 15222-4718
Debtors

David B. Salzman
CAMPBELL & LEVINE LLC
310 Grant St Ste 1700
Pittsburgh, PA 15219-2300
Debtors

Douglas A. Campbell
CAMPBELL & LEVINE LLC
310 Grant St Ste 1700
Pittsburgh, PA 15219-2300
Debtors

Anup Sathy
KIRKLAND & ELLIS LLP
200 E Randolph St Fl 54
Chicago, IL 60601-6636
Debtors

Roger Higgins
KIRKLAND & ELLIS LLP
200 E Randolph St Fl 54
Chicago, IL 60601-4636
Debtors

Dennis M. Twomey
SIDLEY AUSTIN BROWN & WOOD
10 S Dearborn St Fl 48
Chicago, IL 60603-2397
Agent for DIP Lenders & Pre-petitioners

Robert S. Hertzberg
PEPPER HAMILTON LLP
100 Renaissance Ctr.,
Ste 3600
Detroit, MI 48243-1101
Debtors

Lee R. Mitau
US Bank NA
601 2ndAveS
Minneapolis, MN 55480
Indenture Ttee New Debentures

US Bank NA
Corporate Trust Services
225 Asylum St
Hartford, CT 06103
Indenture Ttee New Debentures New Senior Notes

IRS CENTER, Managing Director
Pittsburgh Territory
1000 Liberty Ave Rm 919B
Pittsburgh, PA 15226

KOEHRING CRANES, INC.
d/b/a TEREX CRANE-WAVERLY OPERATION
106 12th St SE
Waverly, IA 50677-4200
Secured Creditor

Jason Saghir
BAIN CAPITAL
111 Huntington Ave Ste 3500
Boston, MA 02199-7615
Secured Creditor

CATERPILLAR FINANCIAL SERVICES CORP.
2120 W End Ave
Nashville, TN 37203-5341
Secured Creditor

CITICAPITAL COMMERCIAL LEASING CORP
P.O. Box 168647
Irving, TX 75016-8647
Secured Creditor

DELAGE LANDEN FINANCIAL SERVICES INC.
1055 Westlake Dr
Berwyn, PA 19312
Secured Creditor

DEMAG MOBILE CRANES, INC
#A/P
202 Raleigh St
Wilmington, NC 28412-4363
Secured Creditor

DEUTSCHE FINANCIAL SERVICES CORP.
1181 Lake CookRd SteC
Deerfield, IL 60015-5201
Secured Creditor

FLEET NATIONAL BANK
1 Federal St
Boston, MA 02110
Secured Creditor

GENERAL ELECTRIC CAPITAL CORP.
10 Riverside Dr
Danbury, CT 06810
Secured Creditor

GENERAL ELECTRIC CAPITAL CORP.
1301 Virginia Dr Ste 200
Fort Washington, PA 19034-3245
Secured Creditor

GROVE US LLC
P.O. Box 21
Shady Grove, PA 17256-0021
Secured Creditor

JLG EQUIPMENT SERVICES, INC.
14 JLG Drive
McConnellsburg, PA 17233-9502
Secured Creditor

Tinamarie Fell
THE BMC GROUP
1330 E Franklin Ave
El Segundo, CA 90245-4306
Noticing & Claims Agent

LASALLE NATIONAL LEASING CORP.
135 S La Salle St., Ste 545
Chicago, IL 60603
Secured Creditor

LIEBBERR-AMERICA, INC.
d/b/a LIEBERR CONSTRUCTION EQUIPMENT
4100 Chestnut Ave
Newport News, VA 23607-2420
Secured Creditor

LINK-BELT CONSTRUCTION EQUIPMENT CO.
P.O. Box 13600
Lexington, KY 40583-3600
Secured Creditor

MANITOWOC BOOM TRUCKS
P.O. Box 1609
Georgetown, TX 78627-1609
Secured Creditor

NATIONSBANC LEASING CORP.
P.O. Box 4431
Atlanta, GA 30302-4431
Secured Creditor

NMHG FINANCIAL SERVICES, INC
P.O. Box 3649
Danbury, CT 06813-3649
Secured Creditor

REPUBLIC CRANE & EQUIPMENT CO.
333 Baxter Harris St
Charlotte, NC 28206-1944
Secured Creditor

SCHILLER INTERNATIONAL CORP.
101 Eaton St Ste 300
Hampton, VA 23669-4079
Secured Creditor

SUEDLEASING GMBH
Am Hauptbanhof 2
Stuttgart, 70173
Germany
Secured Creditor

TEREX RO CORP.
d/b/a TEREX CRANES-OLATHE OPERATION
550 Old Hwy 53
Olathe, KS 66061
Secured Creditor

THE AMERICAN CRANE CORP.
202 Raleigh St
Wilmington, NC 28412-6363
Secured Creditor

US BANCORP LEASING & FINANCIAL
P.O. Box 2177
Tualatin, OR 97082-2177
Secured Creditor

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Term B Lenders

Philip J. Smith
ROPES & GRAY
1 International Pl, Fl. 4
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New York, NY 10038-5029
Unsecured Creditors' Committee

Wendell H. Adair, Jr.
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180 Maiden Ln., Bsmt 2
New York, NY 10038-5029
Unsecured Creditors' Committee

Norma Hildenbrand
OFFICE OF THE US TRUSTEE
1001 Liberty Ave Ste 970
Pittsburgh, PA 15222
US Trustee

AGREEMENT

Between

HESS OIL VIRGIN ISLANDS CORP.
(HOVIC)

And

ANTHONY CRANE INTERNATIONAL, L. P.
(CONTRACTOR)

For

CONSTRUCTION EQUIPMENT OPERATION AND MAINTENANCE SERVICES

AT

ST. CROIX, U.S. VIRGIN ISLANDS

CONTRACT NUMBER CSX-0444

PLAINTIFF'S EXHIBIT
1

CONSTRUCTIO EQUIPMENT OPERATION AND M NTENANCE SERVICES AGREEMENT

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CONSTRUCTION)UIPMENT OPERATION AND MA TENANCE SERVICES AGREEMENT

Agreement dated August 1, 1996 between HESS OIL VIRGIN ISLANDS CORP., a U. S. Virgin Islands corporation, having an office at P.O. Box 127, Kingshill. St. Croix. U.S. Virgin Islands. 08850 (herein "HOVIC"), and ANTHONY CRANE INTERNATIONAL. L. P., a Pennsylvania limited partnership, having an office at P.O. Box 5985, Sunny Isle, St. Croix. U.S. Virgin Islands. 00823 (herein "CONTRACTOR").

RECITALS:

A. HOVIC operates and maintains a refinery at St. Croix, U.S. Virgin Islands.

B. HOVIC wishes to engage CONTRACTOR to provide construction equipment operation and maintenance services as described in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITION OF TERMS

The words and terms in this Agreement will have the meanings ascribed to them in this Article 1.0 whenever they appear in this Agreement.

1.1 Construction Aids means all materials, supplies and temporary facilities and such other items as are required for the performance of the services, but which are not intended to become a permanent part of the Facilities.

1.2 Equipment means all material, supplies, and rigging equipment and accessories used in the performance of the Services.

1.3 Construction Equipment means all cranes, forklifts, manlifts, compressors, loaders, dozers, etc. used in the performance of the Services.

1.4 Facilities means the operating units and associated operations located at the refinery site of HOVIC at St. Croix, U.S. Virgin Islands.

1.5 Job Site means the real property on which the Facilities are being maintained at St. Croix, U.S. Virgin Islands.

1.6 Services means collectively all the services and activities specified in this Agreement relating to construction equipment operation and maintenance, which may include procurement, sale, expediting and inspection, labor, materials, supervision and management to be

performed or provided by CONTRACTOR. Requests for Service may be given by HOVIC to CONTRACTOR either orally or in writing.

1.7 Subcontractor means any third party supplying contract services to CONTRACTOR. at the Facilities.

1.8 Vendor means any third party supplying any Equipment or Construction Aids to CONTRACTOR with or without the supervision of installation at the Facilities, but without installation labor at the Facilities.

2.0 SERVICES BY CONTRACTOR

CONTRACTOR, as required by HOVIC, will in accordance with Schedule A and this Agreement:

2.1 Furnish required maintenance services and / or construction equipment management, operation, supervision and craft personnel.

2.2 Provide planning, scheduling and cost control required to control the assigned Services and personnel.

2.3 Supervise CONTRACTOR furnished subcontractors.

2.4 Provide management services in connection with the performance of assigned services.

2.5 Arrange for administration of CONTRACTOR's personnel.

2.6 Obtain and maintain a business license in the U.S. Virgin Islands in CONTRACTOR's name for performance of the Services.

2.7 Obtain necessary work permits as required by HOVIC Safety, Operations or other applicable Department.

2.8 Administer pre-employment tests to all CONTRACTOR's employees who will be performing work on HOVIC's premises to ensure that only those who are qualified are hired. The tests will be designed to measure the level of skills possessed by each applicant as they relate to the requirements of the specific job functions to be performed, and will include standard tests of craft skills, including comprehension of written instructions. Individuals who fail to achieve acceptable scores on such tests will not be employed by CONTRACTOR on HOVIC's premises. The testing program will be directed by a professional with specific knowledge of the job requirements. To ensure compliance with this provision, CONTRACTOR will make the test scores (but not the names) of successful applicants available for review by HOVIC upon request. With the exception

of this review, CONTRACTOR and HOVIC will maintain the tests and results on a confidential basis, and will not disclose them except as required by law.

3.0 SERVICES BY HOVIC

HOVIC will furnish or perform in accordance with Schedule B the following in connection with the Services, without cost to CONTRACTOR:

3.1 Provide all construction equipment and maintenance facilities required for the performance of the assigned Services.

3.2 Procure all necessary permits, licenses and easements required for performance of the Services, other than the permits and licenses to be obtained by CONTRACTOR under Sections 2.6 and 2.7.

3.3 Furnish an individual(s) to represent HOVIC hereunder, but who will not control or supervise CONTRACTOR's day-to-day work since CONTRACTOR is a qualified independent contractor.

3.4 Provide security in accordance with HOVIC Security Department policies.

4.0 SPECIAL CONDITIONS

4.1 HOVIC reserves the right to terminate this Agreement at any time in its sole and unlimited discretion, conditioned on HOVIC providing ninety (90) day written notice of the effective date of termination, without further cost or obligation beyond what is specifically provided for in Articles 5 and 17.

4.2 There is no guarantee, express or implied, for any minimum amount of work or quantity under this Agreement.

4.3 CONTRACTOR acknowledges that the Services will be performed at an operating facility and will perform all Services in such a fashion as to minimize interference with HOVIC'S operation of the facility.

4.4 CONTRACTOR will schedule work in conjunction with HOVIC's representative to avoid any interference with HOVIC's use of its ship berth, if any. When ships or barges are scheduled, HOVIC will advise CONTRACTOR eight (8) hours prior to the scheduled arrival and CONTRACTOR will schedule its work, at no extra cost to HOVIC, so as not to interfere with HOVIC's operation.

4.5 If HOVIC is unable to obtain all necessary governmental authorizations, however designated, which are required by appropriate governmental authorities for the Services, the work

assignment will be canceled. HOVIC will not be held liable for any charges resulting from the necessity for cancellation of the work, other than those specified in Articles 5 and 17.

4.6 Unless otherwise agreed herein to be provided by CONTRACTOR, HOVIC will provide necessary field personnel to direct and instruct those individuals participating in specific crane lifting operations or other equipment operations. CONTRACTOR will direct its operators to comply with directions and instructions provided by HOVIC field personnel to the extent that such directions and instructions are in compliance with OSHA standards or other regulatory law. CONTRACTOR will be bound by all communications given by HOVIC to CONTRACTOR's supervisory personnel if the communication relates to the portion of any work being directly supervised by that supervisory personnel. HOVIC shall provide CONTRACTOR a list of the HOVIC supervisors that are authorized to commit to CONTRACTOR service. CONTRACTOR shall provide a list of management personnel who are eligible to receive commitments from HOVIC. All communications made by HOVIC or CONTRACTOR personnel involving major issues shall be followed with a written notice to the other party detailing the substance of that communication.

4.7 HOVIC shall make available to CONTRACTOR all drawings, manufacturer's specifications or other documents specifying weights and dimensions for CONTRACTOR's review and verification. CONTRACTOR shall conduct work as directed, but is not required to verify weights and dimensions of lift objects. CONTRACTOR will endeavor to use professional judgment in proceeding with all lifts, and will notify HOVIC of concerns with weights and dimensions provided by HOVIC if such concerns exist. CONTRACTOR has the final authority and decision in proceeding with all lifts, and will notify HOVIC in writing immediately of any lift that CONTRACTOR refused to complete due to safety or other concerns.

4.8 The term of this agreement shall be five (5) years ending on August 12, 2001. During this period it is agreed that the rates for types / sizes of equipment listed in Schedule C, Attachment 1A will not change. Additional rates for equipment types not listed on Schedule C, Attachment 1A will be negotiated between the parties as required.

5.0 COMPENSATION

HOVIC will pay CONTRACTOR as set forth in Article 6.0, as full and complete compensation for the Services, the sum of all charges and reimbursable costs incurred in the performance of the Services, as set forth in Sections 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6;

5.1 Monthly rates for operation and maintenance of construction equipment.

5.1.1 Monthly Rates for Hydraulic and Conventional Cranes as set forth in Schedule C, Attachment 1A. This rate is an all inclusive rate and includes, for accounting purposes, maintenance of non-operated equipment as set forth in Article 5.1.2 .

5.1.2 S dule of Non-Operated Equipment lea by HOVIC and maintained by CONTRACTOR as set forth in Schedule C, Attachment 1B. The maintenance charges for non-operated equipment are included in the Hydraulic and Conventional Crane rates as set forth on Article 5.1.1.

5.2 Hourly Rates for personnel associated with the services provided by CONTRACTOR in the Auto / Truck Garage. Such personnel will be referred hereafter as Time & Material personnel.

Salaried Personnel

5.2.1 The actual salaries and wages of managerial and supervisory personnel: assigned to perform the Services in St. Croix, U.S. Virgin Islands, all as set forth in Schedule C, Attachment 2, plus;

(i) Travel, relocation, housing/living and local transportation in St. Croix in accordance with Exhibits 4, 5 and 6.

Hourly - Administration/Technical

5.2.2 The wages of all technical and administrative job site personnel other than those set forth in Subsections 5.2.1 and 5.2.3 as more particularly described in Schedule C, Attachment 2, plus;

(i) Travel, relocation, housing/living and local transportation in St. Croix in accordance with Exhibits 4, 5 and 6.

(ii) Overtime at time and one-half for work over 8 hours per day or 40 hours per week and other criteria in accordance with the U.S. Virgin Islands law.

Hourly - Craft

5.2.3 The wages of all craft Job Site personnel other than those set forth in subsections 5.2.1 and 5.2.2 as more particularly described in attached Schedule C, Attachment 2, plus;

(i) Overtime at time and one-half for work over 8 hours per day or 40 hours per week and other criteria in accordance with the U.S. Virgin Islands law.

(ii) On-site time required to be informed of HOVIC's requirements for physicals, safety and security.

5.2.4 A verhead and profit charge which inclu ; the following for all time and material personnel :

a. Insurance costs
b. Home office and on site administrative expense
c. Legal and professional fees
d. Interviewing and recruiting costs
e. Medical services and substance abuse testing
f. Training and job skill testing
g. Profit

5.2.5 FICA, FUTA, VIESA, Worker's Compensation (in St. Croix) charges at actual cost; in accordance with all applicable laws, at actual cost, for the personnel set forth in Subsections 5.2.1, 5.2.2 and 5.2.3.

5.3 Miscellaneous Terms and Conditions in accordance with Schedule C, Attachment 3.

5.4 Cost Reduction Incentive Program in accordance with Schedule C, Attachment 4.

5.5 Subcon:actor costs in accordance with Schedule C, Attachment 5.

5.6 HOVIC shall reimburse CONTRACTOR for Virgin Islands Gross Receipt Taxes. HOVIC will not reimburse CONTRACTOR for any other taxes including sales and use taxes, transaction taxes and any other taxes, levied, assessed or imposed by governmental authority upon the sale, purchase, handling, storage, installation or other use of any materials, equipment, supplies or services acquired for or used in the performance of this Agreement including income tax or any other taxes based on net profit.

6.0 TERMS OF PAYMENT

Reimbursable Cost and Charges

6.1 At the end of each week, CONTRACTOR will tender to HOVIC an invoice of those costs and charges for all costs set forth in Subsections 5.2.1, 5.2.2 and 5.2.3, including those charges set forth in Subsections 5.2.4 and 5.2.5 and applicable items from Sections 5.3, payable under this Agreement and which have been incurred by CONTRACTOR during the preceding week. For all other reimbursable costs and charges, once each month or as agreed by HOVIC Accounting and CONTRACTOR, CONTRACTOR will tender to HOVIC an invoice of costs and charges reimbursable under this Agreement that have been incurred by CONTRACTOR during the preceding period.

The invoi will be sent or delivered to the followi. HOVIC address:

HESS OIL VIRGIN ISLANDS CORP.
P.O. Box 127, Kingshill
St. Croix, USVI 00850-0127
Attn: Contractor Audit

6.2 Payment by HOVIC will not release CONTRACTOR from responsibility for any Services which are subsequently found to have been done improperly within ninety (90) days of their completion, and written notice of which is furnished to CONTRACTOR by HOVIC.

6.3 CONTRACTOR will show any applicable Sales or Use or Gross Receipt Taxes separately on all invoices submitted to HOVIC for payment.

6.4 As a condition to any payment, HOVIC may require a release from any subcontractor or material supplier whose goods or services are included in any invoice submitted by CONTRACTOR, such release to be in form reasonably satisfactory to HOVIC.

6.5 HOVIC may withhold payment in whole or in part without becoming liable to CONTRACTOR if HOVIC has reasonable grounds to believe that CONTRACTOR is or may be liable to HOVIC or any subcontractor or vendor, has or may default, or that liens, garnishments or attachments have or may be asserted. Such withholding will be to the extent and for so long as is reasonably necessary in HOVIC'S sole judgment. To the extent such payments are withheld not in accordance with this paragraph but not in willful bad faith, CONTRACTOR's sole remedy will be to recover such amounts together with interest at the prime rate at New York Banks during such withholding and it will meanwhile continue its performance.

6.6 HOVIC may make any payment due hereunder through the medium of a check made payable to the joint order of CONTRACTOR and such of CONTRACTOR's workers, material suppliers, subcontractors, vendors, creditors or other claimants, whose claims against CONTRACTOR are, in HOVIC'S reasonable determination, in jeopardy of non-payment.

6.7 Invoicing applicable to operation and maintenance charges as set forth in Article 5.1 - On the first business day of each month, CONTRACTOR will provide an invoice to HOVIC detailing the monthly minimum charges. If invoices are paid in full by HOVIC by the 10th calendar day after receipt, a 1% discount will apply to the monthly minimums. If HOVIC does not pay the monthly minimums by the 10th workday, then the balance is due by the end of the month. At the end of each month, CONTRACTOR will render an invoice for the additional charges and fee's, supported by appropriate documentation, which are above the monthly minimum rates. HOVIC shall pay approved amounts of CONTRACTOR's additional charges with in 15 calendar days after receipt. If any portion of the additional charges is questioned by HOVIC, HOVIC will pay the remaining portion.

6.8 Invoicing applicable to Time and Material Charges as set forth in Article 5.2 - In accordance with Exhibit 7, invoices will show CONTRACTOR's invoice number; HOVIC's contract number, provide HOVIC's appropriate charge numbers and, if applicable, provide the name and title of each individual performing the Services, the man-hours involved, the hourly rates and the extended totals. All salaries and wages will be supported with approved time sheets. CONTRACTOR reimbursable expenses arising out of its performance for the Services will be included on the invoice and supported as required by HOVIC. HOVIC will pay the approved amounts of CONTRACTOR's invoices for expenses within fifteen (15) calendar days and for labor within five (5) calendar days after HOVIC's receipt. If any portion of CONTRACTOR's invoices is questioned by HOVIC, HOVIC will pay the remaining portion.

7.0 ACCOUNTING AND AUDIT

7.1 CONTRACTOR will keep full and detailed accounts and records in accordance with its established accounting procedures.

7.2 Upon 48 hour prior written notice from HOVIC, CONTRACTOR will permit HOVIC to have access to and review and audit its records and accounts at all reasonable times relating to any cost reimbursable to CONTRACTOR by HOVIC under this Agreement; exclusive, however, of any fixed overhead and profit charges. Reviews and audits may be made within two years of submission of statements of reimbursable costs and charges.

8.0 TIME OF PERFORMANCE

CONTRACTOR will use its best efforts to complete each work assignment consistent with HOVIC's requirements.

9.0 LIEN INDEMNIFICATION

CONTRACTOR will, at its sole cost and expense, defend and indemnify HOVIC against all claims, liens, attachments or fines asserted or assessed against HOVIC (exclusive of personal injury claims, property damage claims, and subrogation claims, which are covered under Article 11 hereof), as a result of CONTRACTOR's providing of the services under this Agreement, provided HOVIC (a) notifies CONTRACTOR promptly of any claim, lien, attachment or charge and (b) permits CONTRACTOR to defend any such claim, lien, attachment or charge, or post Bond.

10.0 APPROVALS

The number of time and material personnel (including craft, supervision, administration, management and technical) to be furnished by CONTRACTOR will be subject to approval by HOVIC in accordance with manpower requisitioning procedures established by HOVIC. This will not affect CONTRACTOR's status as an independent contractor.

11.0 INDEMNITY: I URANCE REQUIREMENTS

11.1 Except as otherwise agreed between HOVIC and CONTRACTOR, CONTRACTOR will indemnify and hold harmless HOVIC, its divisions, parent, subsidiaries, directors, officers, agents, and employees, up to the gross sum of the first $1,000,000.00 for each occurrence, against any and all claims (including personal injury and death), demands or causes of action, and all cost, losses liabilities, expenses and judgments incurred in connection with, responding to, investigating, and defending claims, including reasonable and necessary attorney's fees and costs of court, based upon, in connection with, resulting from or arising out of any negligence or other fault or strict liability of CONTRACTOR, as determined by a court of competent jurisdiction, in connection with the performance of the services made the basis of this agreement, provided, however, that CONTRACTOR's contractual obligation of indemnification shall not extend to the consequences of HOVIC's negligence or other fault or to strict liability imposed upon HOVIC. Conversely, HOVIC will indemnify and hold harmless CONTRACTOR, its divisions, parent, subsidiaries, directors, officers, agents, and employees against any and all claims (including personal injury and death), demands or causes of action and all cost, losses, liabilities, expenses and judgments incurred in connection therewith, including reasonable attorney's fees and costs of court, based upon, in connection with, resulting from or arising out of any negligence or other fault or strict liability of HOVIC or its subcontractors, as determined by a court of competent jurisdiction, under this agreement; provided, however, that HOVIC'S contractual obligation of indemnification shall not extend to the consequences of CONTRACTOR's negligence or other fault or strict liability imposed upon CONTRACTOR.. If CONTRACTOR and HOVIC are adjudicated negligent or are otherwise at fault or strictly liable without fault with respect to any damage or injuries sustained, this contractual obligation of indemnity will continue but each of CONTRACTOR and HOVIC shall indemnify the other (the indemnitee) only for an amount equal to the amount of the judgment awarded and/or paid by the indemnitee to the claimant, multiplied by the percentage of responsibility for claimant's damages adjudicated to be caused by the indemnitor. CONTRACTOR and HOVIC will do this notwithstanding the Virgin Islands comparative negligence statute, Title 5 V.I.C. Section 1451. It is expressly agreed that the contractual obligations of indemnity referred to herein do not extend to the consequences of either party's intentional torts, or to punitive or exemplary damages. Each party's obligation for contractual comparative indemnity as provided for herein shall survive expiration or termination of this agreement.

11.2 Before any work is started by CONTRACTOR, CONTRACTOR will, at its expense, maintain and require its subcontractors to maintain during the performance of the work, insurance in form satisfactory to HOVIC with insurance companies authorized to do business in the U.S. Virgin Islands as follows:

11.2.1 Worker's Compensation insurance covering CONTRACTOR's obligations under all applicable laws and Employer's Liability insurance in the amount of $100,000 per occurrence.

11.2.2 G ral Liability insurance, including con tual liability, with limits of not less than $1,000,000 combined single limit, per occurrence, bodily injury and property damage, with $2,000,000 annual aggregate.

11.2.3 CONTRACTOR's general liability insurance will specifically extend to and include the indemnity agreement set forth in Subsection 11.1.

11.2.4 Automobile Liability insurance, with limits of not less than $1,000,000 combined single limit per occurrence, bodily injury and property damage. The automobile insurance will apply to all Contractor owned, rented or leased vehicles.

11.2.5 If any subcontractor is permitted to perform any of the Services, CONTRACTOR will maintain protective liability insurance covering the operations of such subcontractor in the minimum amounts as set forth in Subsection 11.2.2.

11.2.6 CONTRACTOR will pay any contributions for unemployment insurance and disability benefits required by the laws of the state or territory in which the Services are being performed for the employees of CONTRACTOR, and, upon request, CONTRACTOR will furnish evidence to HOVIC of the payment.

11.2.7 Prior to the commencement of any work, CONTRACTOR will furnish sufficient certificates of all the insurance to be provided by CONTRACTOR to HOVIC, which certificates will provide that the insurance will not be canceled or changed until at least ten (30) days written notice is given to HOVIC c/o Operation Services; Contract CSX-0444 .

All polices of insurance (except worker's compensation) will name HOVIC and HOVIC's designated representative as insureds and provide for waiver of underwriters' rights of subrogation against HOVIC and any third party designated by HOVIC. Insurance certificates must be identified with contract number.

11.2.8 CONTRACTOR will furnish HOVIC with two (2) copies of a written report on any accident occurring on or to HOVIC's property, which results in property damage or injury, within three (3) days of any such accident.

11.3 Excess Liability Insurance will be provided by HOVIC with limits of liability of $4,000,000 with a $4,000,000 annual aggregate.

11.4 CONTRACTOR's liability to HOVIC is limited to the extent of its insurance coverage hereunder. Deductibles are shared proportionally between CONTRACTOR's and HOVIC's account in accordance with comparative negligence as provided in Article 11.1.

12.0 DISPUTES

Any claim or dispute arising in connection with the prosecution of the assigned Services under this Agreement must be presented to HOVIC's Operation Services Manager in writing within ten (10) days after Contractor or HOVIC obtain knowledge of the facts giving rise to the claim or dispute. The party notified will acknowledge receipt by endorsement of a copy if requested, or with otherwise confirm receipt in writing. All claims or disputes shall be decided in the first instance by HOVIC's Operation Service Manager. If Contractor is dissatisfied with the decision of the Operation Services Manager, or if the Operations Services Manager fails to render a decision within ten (10) days from submission of the claim or dispute, Contractor may within the following ten (10) days appeal to the HOVIC's Refinery Manager. The appeal shall be in writing and provide full information to the extent available regarding the basis for the claim or dispute and shall be delivered to the Refinery Manager. A final decision shall be made within ten (10) days from submission of the appeal. In the event Contractor is dissatisfied with the final decision of HOVIC and the parties are unable to resolve their differences through negotiation, the parties will attempt in good faith to resolve the dispute under agreed Alternate Dispute Resolution (ADR) procedures. ADR procedures recommended by the Center for Public Resources, including procedures for Job Site ADR, will be considered for this purpose. During the dispute resolution process, the parties shall continue the performance of assigned Services as specified in this agreement.

13.0 INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

13.1 Title to all drawings, bills of material, flow diagrams, specifications, designs, information and data prepared by CONTRACTOR hereunder will remain the property of HOVIC.

13.2 CONTRACTOR will keep confidential (i) all drawings, specifications, plans and other materials prepared in connection with the Services (including copies and other materials substantially prepared therefrom); (ii) all information relating to HOVIC'S business methods and techniques, finances, processes, apparatus and trade secrets; and (iii) all other information of a confidential or proprietary nature. Without the written consent of HOVIC, confidential information will not be used on other projects or disclosed to other persons (unless pursuant to court order and provided HOVIC has received notice of the proposed order and has had an opportunity to contest it) other than in connection with performance of the Services. All confidential materials must be returned to HOVIC upon completion of the Services or termination of this Agreement.

13.3 For the purposes of Section 13.2, disclosures made to CONTRACTOR under this Agreement which are specific, e.g., as the engineering and design practices and techniques, equipment, products, operating conditions and catalyst for treating specific feedstock, etc., will not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in the possession of CONTRACTOR. In addition, any combination of features will not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of CONTRACTOR, but only if the combination itself and its principle of operation are in the public domain or in the possession of CONTRACTOR.

14.0 COMPLIANCE WITH OSHA AND JOB SITE SAFETY REGULATIONS

14.1 CONTRACTOR will comply, in all material respects, with all applicable Federal OSHA, State and Territorial laws and regulations (including OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 and OSHA Process Safety Management Standard, 29 C.F.R. §1910.119) as well as HOVIC'S Procedures for Safety, Health and Fire protection. CONTRACTOR is responsible to become acquainted with applicable safety and health laws and regulations and HOVIC'S procedures prior to commencing work. CONTRACTOR will take all necessary precautions to keep the worksite free from recognized hazards that are likely to cause injury, death, illness or damage to property.

14.2 CONTRACTOR will comply with all provisions of the attached HOVIC Safety Guidelines and Requirements for Contractors, Exhibit 12.

15.0 COMPLIANCE WITH LAW; PERMITS AND REGULATIONS

In the performance of the Services, CONTRACTOR will comply with and defend and indemnify HOVIC against all claims, costs, damages and expenses resulting from any actual or claimed violation by CONTRACTOR or its services with any laws, rules, regulations and orders of public authority, whether federal, state, territorial or local, including safety, building and wiring codes, wages, unemployment compensation, worker's compensation and social security laws; CONTRACTOR will file all reports and pay all taxes, fees and charges required by such laws, rules, regulations or orders. CONTRACTOR certifies compliance with the Fair Labor Standards Act of 1938, as amended. Except as otherwise specified herein, HOVIC will secure and pay for the building permit and all licenses and easements for permanent structures. Any engineering or presentation from CONTRACTOR in connection with HOVIC obtaining said permits, licenses or easements will be considered a part of CONTRACTOR's Services.

16.0 BREACH

16.1 The occurrence of any of the following events is a Breach of this Agreement:

(i) any material defect in the Services provided by the CONTRACTOR; provided that CONTRACTOR fails to correct such condition within reasonable time after receiving notice from HOVIC of such condition.

(ii) failure after notice has been given to CONTRACTOR of any unsafe, unsound or defective work, to begin immediately, and diligently proceed with, steps necessary to correct such work;

(iii) failure to proceed with or complete the Services in accordance with the Agreement;

(iv) HOVIC has reasonable grounds to believe that CONTRACTOR is or may become bankrupt, insolvent or unable to pay its debts as they become due;

(v) CONTRACTOR fails to maintain materials, equipment and personnel of such kinds and in such places as in HOVIC'S reasonable judgment are required for CONTRACTOR's performance hereunder;

(vi) breach of any warranty or representation of this Agreement provided that CONTRACTOR fails to correct such condition within a reasonable time after receiving notice from HOVIC of such breach;

(vii) failure to comply with any provision of this Agreement in which HOVIC, in its reasonable judgment, deems to be material; provided that CONTRACTOR fails to correct such condition within a reasonable time after receiving notice from HOVIC of such failure to comply.

16.2 If any Breach occurs or HOVIC reasonably believes a Breach is imminent, HOVIC has, in addition to all remedies available to HOVIC at law, the remedies set forth in this Article 16. These remedies and remedies afforded to HOVIC at law are cumulative and concurrent, and exercise of any remedy will not prevent or limit HOVIC'S exercise of any other right or remedy.

17.0 NON-BREACH TERMINATION

In addition to HOVIC'S right to terminate this Agreement for a Breach, HOVIC may terminate, in whole or in part, CONTRACTOR's further performance at any time and for any reason, by giving written notice of such termination to CONTRACTOR. CONTRACTOR's sole remedy if this Agreement is terminated and CONTRACTOR has not committed a Breach is to recover the total payments to be made under Article 5 of this Agreement up to the date of termination, together with all reasonable costs of demobilization as agreed by the parties.

18.0 WARRANTY

CONTRACTOR warrants the Services will be performed in a competent, workerlike and efficient manner consistent with industry standards and practices. CONTRACTOR warrants that the maintenance performed on construction equipment shall meet or exceed the equipment manufacturers', HOVIC, or, if applicable, the lessor's maintenance requirements. If construction equipment is rented or leased by HOVIC, and the CONTRACTOR fails to maintain the equipment as per the rental company or lessor's requirements, then all penalties assessed to HOVIC will be the responsibility of the CONTRACTOR.

19.0 INSPECTION

Any inspection by HOVIC will not relieve CONTRACTOR of its obligations under this Agreement and will not be deemed to include any control over the work methods or details.

20.0 ASSIGNMENT AND SUBCONTRACTING

This Agreement will not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld, except that it may be assigned without

such consent to the su essor of either party or to a person, a a or corporation acquiring all, or substantially all, of the business and assets of such party. No assignment of the Agreement will be valid unless the potential assignee agrees to assume it. When assigned in accordance with the foregoing, the Agreement will be binding upon, and will inure to the benefit of, the assignee. With HOVIC's written approval, CONTRACTOR may subcontract any portion of the Services to a qualified independent contractor. Such subcontracting will not relieve CONTRACTOR of its obligations hereunder.

21.0 FORCE MAJEURE

Neither party will be obligated hereunder or liable in damages or otherwise for delay or failure to perform for or during the time that such delay or failure to perform is the direct or indirect result of fire, flood, war, riot, strikes, labor disturbances or differences, acts of God, compliance with any federal, state, territorial or municipal law, order, rule or regulation of any Governmental authority or any other cause reasonably beyond the control of the party affected.

22.0 CONSEQUENTIAL DAMAGES

Neither party will be liable hereunder for any consequential or indirect damages, in connection with the Services or the Facility.

23.0 INDEPENDENT CONTRACTOR, CONTRACTOR's EMPLOYEES

CONTRACTOR is an independent contractor and HOVIC does not retain any control over the manner in which the Services will be performed, being interested only in the results to be obtained. CONTRACTOR will make every effort to have its employees work in harmony with the employees of HOVIC and of other contractors on the premises and any differences among said employees will be arbitrated by HOVIC, whose decision will be final.

24.0 CONFLICT OF INTEREST

CONTRACTOR acknowledges that HOVIC has issued a policy relating to conflicts of interest between HOVIC and its employees and further acknowledges receiving a copy of such policy. In order to assure compliance with such policy, CONTRACTOR will not, before, during or after performance of the Services, make, offer, provide or agree to make, offer or provide any payment, gift, fee, discount, commission, percentage, loan, service, entertainment, substantial favor or anything of value to (i) any employee, agent or representative of HOVIC, (ii) any member of their immediate families, or (iii) anyone claiming to act or acting for or in behalf of any such person, nor will CONTRACTOR permit any such person described in (i), (ii) or (iii) above, to have any financial or economic interest in CONTRACTOR or any subsidiary or affiliate of CONTRACTOR. If CONTRACTOR is requested to make or provide any such payment, gift, fee, discount, commission, percentage, loan, service, entertainment, substantial favor or anything of value, by any such person described in (i), (ii) or (iii) above, CONTRACTOR will report such request immediately to HOVIC in the manner provided for the giving of notice under this

Agreement. The failur y CONTRACTOR to adhere strictly any of the provisions of this Article will be deemed by CONTRACTOR and HOVIC to be a substantial and material breach of this Agreement, and at HOVIC'S sole option will be grounds for immediate suspension or termination of this Agreement. All subcontracts or material supply contracts permitted or required in connection with performance of the Services will contain provisions in substantially the same form and substance as this Paragraph binding such subcontractors or material suppliers to the same obligations hereunder as CONTRACTOR.

25.0 NON-COLLUSIVE BIDDING

CONTRACTOR warrants that it has not consulted with any other contractor or person who has bid on the Services and that its bid was arrived at independently of any collusion with another such contractor or person.

26.0 STRICT PERFORMANCE

The failure of HOVIC at any time to request strict performance by CONTRACTOR of any provision of this Agreement will not affect the right of HOVIC thereafter to enforce the same. No waiver by HOVIC of any breach or violation of any of the terms of this Agreement will be deemed to be a waiver of any continuing or succeeding breach of any such term of this Agreement, or as a waiver of the term itself.

27.0 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between HOVIC and CONTRACTOR. CONTRACTOR does not rely on any previous oral, written or implied representation, inducement or understanding in entering into this Agreement.

28.0 AMENDMENTS

Amendments or changes to this Agreement will bind the parties only if in a written form which states that it amends this Agreement and is signed by authorized officers of the parties. A form for such amendment or change is attached as Schedule D.

29.0 GOVERNING LAW

The interpretation of this Agreement and the rights and obligations of the parties will be governed by the laws of the U.S. Virgin Islands.

30.0 NOTICES

30.1 All notices required under the Agreement will be in writing and delivered in person, by facsimile, or sent by certified mail and if to HOVIC, to:

Hess Oil Virgin Islands Corp.
P.O. Box 127
Kingshill
St. Croix. U.S. Virgin Islands 00850

Attention: Martin Marano

and, if to CONTRACTOR, delivered in person or sent by certified mail addressed to:

Anthony Crane International
P.O. Box 5985, Sunny Isle
St. Croix, VI 00823

Attention: Mr. Michael Corn

30.2 Effective date of notice will be the date of receipt.

31.0 NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR will comply with the equal opportunity clause published in the regulations of the U.S. Department of Labor Implementing Executive Order 11246, which is incorporated in this Agreement by reference.

32.0 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

CONTRACTOR will comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated in this Agreement by reference.

33.0 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

CONTRACTOR will comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing section 503, Title V of the Vietnam Era Veteran's Readjustment Assistance Act of 1972, Public Law 92-540, as amended, and Executive Order 11701, which are incorporated in this Agreement by reference.

34.0 CERTIFICATION OF NONSEGREGATED FACILITIES

CONTRACTOR certifies that it does not and will not maintain any facilities it provides for its employees in a manner which will result in segregation on the basis of race, color, religion, sex or national origin, or permit its employees to perform their services at any location, under its

control, where segregated facilities are maintained; and that it will obtain a similar certification prior to the award of any non-exempt subcontract.

35.0 MINORITY BUSINESS ENTERPRISES

CONTRACTOR will comply with the minority business enterprise clauses and regulations published by the U.S. Department of Commerce implementing Executive Order 11625, which are incorporated in this Agreement by reference.

IN WITNESS WHEREOF, CONTRACTOR and HOVIC have caused this Agreement to be executed, effective as of the day and year first above written.

WITNESS:

By: _____

HESS OIL VIRGIN ISLANDS CORP.

By: _____

R. L. SAGEBIEN, VICE PRESIDENT

WITNESS:

By: _____

ANTHONY CRANE INTERNATIONAL , L. P.

By: Anthony Crane Rental, Inc., General Partner

By: _____

ATTACHMENTS LIST

SCHEDULES

NUMBER	DESCRIPTION
A.	Scope of Services
B.	Items to be Furnished by HOVIC
C.	Compensation and Terms of Payment
D.	Change Order

ATTACHMENTS TO SCHEDULE C

NUMBER	DESCRIPTION
1A.	Monthly Rates for Hydraulic and Conventional Cranes
1B.	Schedule of Non-Operated Equipment
2.	Time and Material Rate Build ups
3.	Miscellaneous Terms and Conditions
4.	Cost Reduction Incentive Program
5.	Subcontracted Services

EXHIBITS

NUMBER	
1.	Equipment/Tool/Verification
2.	Plant Rules and Procedures
3.	Fire Retardant Clothing
4.	Long Term Work Assignments (Time and Material Only)
5.	Intermediate Work Assignments (Time and Material Only)
6.	CONTRACTOR Services - Short Term Basis (Time and Material Only)
7.	Time Keeping and Invoice Preparation
8.	OSHA "Right-to-Know-Law Training"
9A.	HOVIC Travel Procedure
10.	Compliance with HOVIC Security and Automated Time Keeping Procedures
11A.	Substance Abuse Policy
12.	Safety Guidelines and Requirements for CONTRACTORs
13.	Hiring HOVIC Employee Relatives
14.	Manpower Requisitioning (Time and Material Only)
19.	Customs Instructions for Contractors
22.	Traffic Safety Rules

SCHEDULE A

SCOPE OF WORK

BOTH PARTIES STIPULATE AND AGREE THAT ALL WORK ENCOMPASSED WITHIN THE SCOPE OF SERVICES AS DEFINED HEREIN SHALL BE PERFORMED EXCLUSIVELY BY THE CONTRACTOR, EXCEPT AS OTHERWISE NOTED OR AGREED.

CONTRACTOR SHALL PROVIDE MANAGERIAL, SUPERVISORY, TECHNICAL ADMINISTRATIVE AND CRAFT LABOR TO PERFORM REPAIRS AND MAINTENANCE ON ALL HEAVY AND LIGHT CONSTRUCTION EQUIPMENT, SO AS TO MAINTAIN THE EQUIPMENT IN A SAFE AND FUNCTIONAL CONDITION.

CONTRACTOR SHALL PROVIDE TRAINED OPERATORS FOR ALL CONVENTIONAL AND HYDRAULIC CRANES. CONTRACTOR'S OPERATORS SHALL BE TRAINED AND CERTIFIED IN ACCORDANCE WITH OSHA AND ANSI STANDARDS.

CONTRACTOR SHALL COORDINATE EQUIPMENT DISPATCHING WITH HOVIC MAINTENANCE DEPARTMENT, INCLUDING NIGHT, WEEKEND AND HOLIDAY REQUIREMENTS. CONTRACTOR WILL MANAGE EQUIPMENT UTILIZATION IN THE MOST EFFICIENT AND ECONOMICAL MANNER FOR HOVIC.

CONTRACTOR TO PROVIDE CLERICAL SUPPORT TO MAINTAIN MAINTENANCE RECORDS FOR ALL HOVIC OWNED EQUIPMENT. THE HOVIC ARMS SYSTEM WILL BE USED TO RECORD EQUIPMENT MAINTENANCE WORK.

CONTRACTOR SHALL PROVIDE OPERATOR TRAINING AND CERTIFICATION FOR HOVIC OPERATORS OF LIGHT INDUSTRIAL EQUIPMENT (I.E.; FORKLIFTS, MANLIFTS, DOZERS, ETC.)

CONTRACTOR SHALL PROVIDE ALL CRANE ACCESSORIES AND RIGGING EQUIPMENT. HOVIC, OR HOVIC'S CONTRACTORS SHALL BE RESPONSIBLE FOR RIGGING LIFTS UNDER 25 TONS. LIFTS 25 TONS OR OVER SHALL BE RIGGED BY CONTRACTOR. CONTRACTOR TO PROVIDE EXPERTISE IN RIGGING AND SPECIALIZED LIFT APPLICATIONS FOR LIFTS OF 25 TONS AND OVER, AND IF REQUESTED BY HOVIC, FOR LIFTS UNDER 25 TONS.

SCHEDULE A
(CONTINUED)

SCOPE OF WORK

CONTRACTOR SHALL REVIEW HOVIC WAREHOUSE STOCK AND DETERMINE THE STATUS OF THE PARTS THEREIN. THE STATUS MAY BE:

1. PARTS WHICH CONTRACTOR WILL REQUIRE IMMEDIATELY. CONTRACTOR WILL PAY, AT HOVIC'S DISCRETION, THE LESSER OF HOVIC'S ACQUISITION COST PLUS FREIGHT TO ST. CROIX OR PRESENT MARKET VALUE AS DOCUMENTED BY REASONABLE EVIDENCE FROM CONTRACTOR's PART VENDOR.
2. PARTS WHICH ARE REQUIRED FOR HOVIC OWNED EQUIPMENT WHICH WILL BE RETAINED AND MAINTAINED BY CONTRACTOR.
3. PARTS WHICH ARE SURPLUS OR OBSOLETE. CONTRACTOR SHALL PROVIDE HOVIC REASONABLE RECOMMENDATIONS TO SELL OR DISPOSE OF PARTS. HOVIC SHALL CONSIDER THE RECOMMENDATIONS, BUT NEITHER PARTY SHALL BE OBLIGATED BY THOSE RECOMMENDATIONS UNLESS THE PARTIES ENTER INTO A SEPARATE WRITTEN AGREEMENT FOR DISPOSITION OF THE PARTS

CONTRACTOR SHALL PROVIDE A MONTHLY REPORT OF EQUIPMENT USAGE BY JOB AND AREA OF USE. CONTRACTOR SHALL PUBLISH EQUIPMENT UTILIZATION STATISTICS EACH MONTH TO PROVIDE HOVIC MANAGEMENT THE MEANS TO ASSESS THE PROPER EQUIPMENT MIX.

CONTRACTOR SHALL MANAGE AND OPERATE THE AUTO / TRUCK GARAGE INCLUDING MECHANICS, HELPERS, CLERICAL AND SUPERVISION. THE AUTO GARAGE MUST BE MANAGED AND OPERATED TO QUALIFY FOR FORD WARRANTY WORK, OR OTHER MANUFACTURERS WARRANTY WORK THAT HOVIC DEEMS NECESSARY. CONTRACTOR WILL COORDINATE LICENSING AND REGISTRATION OF VEHICLES THAT ARE USED OUTSIDE THE REFINERY.

CONTRACTOR WILL BE RESPONSIBLE FOR THE OPERATION OF THE HOVIC VEHICLE WASH FACILITY.

SCHEDULE A
(CONTINUED)

SCOPE OF WORK

WORK IS TO CONDUCTED IN ACCORDANCE WITH THE FOLLOWING EXHIBITS:

EXHIBIT NUMBER	DESCRIPTION
1.	EQUIPMENT/TOOL VERIFICATION
2.	PLANT RULES AND PROCEDURES
3.	FIRE RETARDANT CLOTHING
4.	LONG TERM WORK ASSIGNMENTS (TIME AND MATERIAL ONLY)
5.	INTERMEDIATE WORK ASSIGNMENTS(TIME AND MATERIAL ONLY)
6.	SHORT TERM WORK ASSIGNMENTS(TIME AND MATERIAL ONLY)
7.	TIMEKEEPING AND INVOICE PREPARATION(TIME AND MATERIAL ONLY)
8.	OSHA "RIGHT-TO-KNOW-LAW" TRAINING
9A.	HOVIC TRAVEL PROCEDURE
10.	COMPLIANCE WITH OWNER SECURITY AND AUTOMATED TIMEKEEPING PROCEDURES (TIMEKEEPING PROCEDURES APPLY TO TIME AND MATERIAL PERSONNEL ONLY)
11A.	SUBSTANCE ABUSE POLICY
12.	SAFETY GUIDELINES AND REQUIREMENTS FOR CONTRACTORS
13.	HIRING HOVIC EMPLOYEE RELATIVES
14.	MANPOWER REQUISITIONING (TIME AND MATERIAL ONLY)
19.	CUSTOMS INSTRUCTIONS FOR CONTRACTORS
22.	TRAFFIC SAFETY RULES

SCHEDULE B

ITEMS TO BE FURNISHED BY HOVIC

1. ALL FUEL AND LUBRICANTS FOR CONSTRUCTION EQUIPMENT AND SIX (6) LICENSED VEHICLES. THE FUEL DISPENSED TO LICENSED VEHICLES WILL BE MONITORED VIA HOVIC'S GASBOY FUEL SYSTEM. CONTRACTOR MANAGEMENT IS TO MONITOR FUEL USAGE FOR LICENSED VEHICLES FROM REPORTS PROVIDED BY HOVIC. HOVIC WILL , AT ITS DISCRETION, AUDIT FUEL USAGE FOR REASONABLENESS AND CAN CHARGE CONTRACTOR FOR FUEL USAGE CONSIDERED EXCESSIVE.

2. ALL REPAIR PARTS FOR HOVIC OWNED EQUIPMENT, IF NOT SUPPLIED BY THE CONTRACTOR.

3. MAINTENANCE SHOP FACILITIES, INCLUDING OFFICE SPACE, ADDITIONAL AREAS FOR THE STAGING OF EQUIPMENT, AND SUFFICIENT SPACE IN THE PARTS WAREHOUSE LOCATED AT THE HEAVY EQUIPMENT SHOP. CONTRACTOR AGREES TO MAINTAIN THE FACILITIES TO HOVIC STANDARDS. ANY DAMAGE OR ENVIRONMENTAL PROBLEMS CAUSED BY THE CONTRACTOR, ABOVE AND BEYOND NORMAL WEAR AND TEAR OR ROUTINE USE, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT AT ITS EXPENSE. HOVIC IS RESPONSIBLE FOR ROUTINE MAINTENANCE OF THE FACILITIES, EXCLUDING JANITORIAL SERVICES.

4. TELEPHONE AND DATA COMMUNICATIONS LINES, AND USE OF HOVIC'S COMMUNICATION SYSTEM.

5. TELEPHONE EQUIPMENT, OFFICE FURNITURE.

6. CAMP HOUSING FOR CONTRACTOR's PROJECT MANAGER.

7. RADIOS ON HOVIC ASSIGNED FREQUENCIES

8. LUBRICATION PIT AND WASH AREA PAD IN THE HEAVY EQUIPMENT SHOP.

9. PERMANENT FIXTURE SHOP TOOLS IN THE HEAVY EQUIPMENT SHOP AND ALL TOOLS IN THE AUTO / TRUCK GARAGE.

10. REASONABLY SUFFICIENT TRAINING FACILITIES AND OFFICE EQUIPMENT

SCHEDULE C

TERMS OF PAYMENT

1. CONTRACTOR TO PROVIDE AN ORIGINAL INVOICE FOR THE TOTAL OF EACH MONTH'S SERVICE. INVOICE SHALL INCLUDE AN ALLOCATION OF EQUIPMENT USAGE AND OTHER DETAILS REQUIRED BY HOVIC.

2. TIME AND MATERIAL CHARGES WILL BE INVOICED WEEKLY. ALL TIME AND MATERIAL INVOICES WILL BE SUBMITTED WITH PROPER COST CODING ALLOCATIONS

3. GROSS RECEIPTS TAX MUST BE LISTED ON INVOICE SEPARATELY. ALL INVOICES MUST BE IDENTIFIED WITH THE CONTRACT NUMBER.

4. RATES AND CONDITIONS ARE AS PER THE ATTACHED SCHEDULES, WHICH ARE AS FOLLOWS:

   A. SCHEDULE C, ATTACHMENT 1A: "MONTHLY SERVICE RATES FOR CRANES"

   B. SCHEDULE C, ATTACHMENT 1B: "SCHEDULE OF NON-OPERATED EQUIPMENT LEASED BY HOVIC"

   C. SCHEDULE C, ATTACHMENT 2: "TIME AND MATERIAL RATE BUILD UPS"

   D. SCHEDULE C, ATTACHMENT 3: "MISCELLANEOUS TERMS AND CONDITIONS"

   E. SCHEDULE C, ATTACHMENT 4: "COST REDUCTION INCENTIVE PROGRAM"

   F. SCHEDULE C, ATTACHMENT 5: "SUBCONTRACTED SERVICES"

   G. SCHEDULE C, ATTACHMENT 6: "DOWNTIME PENALTY RATES"

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ANTHONY CRANE INTERNATIONAL

SCHEDULE C, ATTACHMENT 5

SUBCONTRACTED SERVICES

CONTRACTOR WILL SUBCONTRACT TRAINING AND CERTIFICATION SERVICES FOR HOVIC EQUIPMENT OPERATORS. RATES FOR THIS SERVICE IS AS FOLLOWS:

INSTRUCTOR'S RATE PER HOUR	$62.50
SAFETY & TRAINING SUPPLIES PER HOUR	$ 3.25
	$ 65.75

SCOPE OF SERVICES

MOBILE CRANE INITIAL TRAINING AND LICENSING

A SEVENTY-TWO (72) HOUR PROGRAM WITH THIRTY-TWO (32) HOURS OF CLASSROOM ATTENDANCE AND 40 FOURS OF HANDS-ON FIELD APPLICATION. CLASS ATTENDANCE WILL INCORPORATE ALL TRAINEES AND EACH TRAINEE WILL RECEIVE A MINIMUM OF EIGHT (8) HOURS OF INDIVIDUALIZED FIELD TRAINING. EVALUATION OF PERFORMANCE FOR CLASSIFICATION AND LICENSING WILL BE COMPLETED DURING INDIVIDUALIZED TRAINING.

AERIAL LIFT INITIAL TRAINING AND LICENSING

A TEN (10) HOURS PROGRAM WITH EIGHT (8) HOURS OF CLASSROOM ATTENDANCE AND TWO (2) HOURS OF HANDS-ON FIELD APPLICATION. CLASS ATTENDANCE WILL INCORPORATE ALL TRAINEES AND EACH TRAINEE WILL RECEIVE INDIVIDUALIZED, HANDS-ON FIELD TRAINING. EVALUATION OF PERFORMANCE FOR CLASSIFICATION AND LICENSING WILL BE COMPLETED DURING INDIVIDUALIZED TRAINING.

AERIAL LIFT RECERTIFICATION AND LICENSING

A FIVE (5) HOUR PROGRAM WITH FOUR (4) HOURS OF CLASSROOM ATTENDANCE AND (1) HOUR OF HANDS-ON FIELD APPLICATION. EVALUATION OF PERFORMANCE FOR CLASSIFICATION AND LICENSING WILL BE COMPLETED DURING INDIVIDUALIZED, HANDS-ON TRAINING.

CONTRACT CSX-0444
ANTHONY CRANE INTERNATIONAL

SCHEDULE C, ATTACHMENT 5

SUBCONTRACTED SERVICES
(CONTINUED)

FORKLIFT INITIAL TRAINING AND LICENSING

A TEN (10) HOUR PROGRAM WITH EIGHT (8) HOURS OF CLASSROOM ATTENDANCE AND TWO (2) HOURS OF HANDS-ON FIELD APPLICATION. CLASS ATTENDANCE WILL INCORPORATE ALL TRAINEES AND EACH TRAINEE WILL RECEIVE INDIVIDUALIZED. HANDS-ON FIELD TRAINING. EVALUATION OR PERFORMANCE FOR CLASSIFICATION AND LICENSING WILL BE COMPLETED DURING INDIVIDUALIZED TRAINING.

AERIAL LIFT RECERTIFICATION AND LICENSING

A FIVE (5) HOUR PROGRAM WITH FOUR (4) HOURS OF CLASSROOM ATTENDANCE AND ONE (1) HOUR OF HANDS-ON FIELD APPLICATION. EVALUATION OF PERFORMANCE FOR CLASSIFICATION AND LICENSING WILL BE COMPLETED DURING INDIVIDUALIZED. HANDS-ON TRAINING.

COSTS AND CHARGES

HOURLY COST WILL BE BILLED TO HOVIC AND ITS OTHER CONTRACTORS ON A PRORATED BASIS BASED ON THE NUMBER OF ATTENDEES REPRESENTING EACH CONTRACTOR (E.G. 72 HOURS CLASS AT $65.75/HOUR DIVIDED BY 4 ATTENDEES EQUALS $1,183.50 PER ATTENDEE MULTIPLIED BY NUMBER ATTENDEES FOR A GIVEN CONTRACTOR EQUALS TOTAL BILLED TO CONTRACTOR.

IF CONTRACTOR CONTEMPLATES ANY OTHER SUBCONTRACTOR SERVICE. CONTRACTOR AND HOVIC WILL AGREE TO THE TERMS AND COMPENSATION FOR SUCH SERVICES IN ADVANCE OF THE SERVICE BEING PROVIDED BY THE SUBCONTRACTOR.

Use this form to document the people that attended a weekly safety meeting for MECHANICS & SHOP PERSONNEL.

SAFETY MEETING
Mechanics and Shop Personnel

LOCATION: HEAVY EQUIP. SHOP DATE: 1/10/02

PERSON CONDUCTING MEETING: C. BROWN

SAFETY TOPICS DISCUSSED:

- CRANE INCIDENT/ACCIDENT ON DOCK RD.
- FRONT END LOADER INCIDENT AT CALICHE PIT.
- GOOD HOUSEKEEPING.

SIGNATURES OF EMPLOYEES ATTENDING MEETING:

PRINT	SIGN
Ulises Rivera Jr	Ulises Rivera Jr
Kenrick Mottley	[illegible]
Glenn Ray Arrindell	[illegible]
IRONE SHAW	T. Shaw
IAN Herbert	Ian Herbert
[illegible]	[illegible]
HAROLD [illegible]	[illegible]
[illegible]	[illegible]
DAVID STANLEY	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
JEROME WEEKS	Jerome Weeks
Julian Morton	Julian Morton
[illegible]	[illegible]
MICHAEL [illegible]	[illegible]
JAMES RAYMOND	James Raymond
ARTHUR JOHN BAPTISTE	[illegible]
Kenneth Joseph	[illegible]

AC/JB0465

FAX COPY TO CHRIS FOUGHT EVERY WEEK. 404-691-2878

PRINT	SIGNATURE	BADGE
ALFRED LETANG	[illegible]	1970
Mike Francis	Mike Francis	4850
George Edwin	George [illegible]	1570
ROOSEVELT TAYLOR	Roosevelt Taylor	7466
Livingstone Williams	[illegible]	0543
SHAZIM MOHAMMED	Shazim Mohammed	7322
CARLISLE DE LANDE	Carlisle de Lande	0218

LOADER

MACHINE NUMBER_____ HOURS_____

SERIAL NUMBER_____

ENGINE OIL	CHANGED_____	CHECKED_____
ENGINE OIL FILTER	CHANGED_____	CHECKED_____
FUEL FILTER	CHANGED_____	CHECKED_____
AIR FILTER	CHANGED_____	CHECKED_____
HYDRAULIC OIL	CHANGED_____	CHECKED_____
TRANS. OIL	CHANGED_____	CHECKED_____
DIFF. OIL	CHANGED_____	CHECKED_____
COOLANT LEVEL	_____	
HYD. FILTER	_____	
TRANS. FILTER	_____	
FAN BELTS	_____	
EXHAUST SYSTEM	_____	
CONTROL LEVERS	_____	
ALL SWITCHES	_____	
ALL GAUGES	_____	
ALL LIGHTS	_____	
HORN OPERATION	_____	

TIRE AIR PRESSURE

LF_____PSI

LR_____PSI

RF_____PSI

RR_____PSI

GREASED COMPLETELY_____

MECHANIC'S SIGNATURE_____

PRINT NAME_____ DATE_____

AC/JB0467

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

RHEA DOWLING, Plaintiff, v. ANTHONY INTERNATIONAL, HESS OIL VIRGIN ISLANDS CORP. AND AMERADA HESS, Defendant.	CIVIL NO. 1998/127 ACTION FOR DISCRIMINATION AND DAMAGES

RECEIVED APR 26 2004

ANTHONY CRANE'S NOTICE OF RESPONSE TO PLAINTIFF'S DEMAND FOR PRODUCTION OF DOCUMENTS

COMES NOW Defendant Anthony Crane International, LP (Anthony Crane), through undersigned counsel, and hereby responds to Plaintiff's Demand for Production of Documents.

GENERAL OBJECTION

Anthony Crane objects to all requests that pertain to employees covered by a collective bargaining agreement. Plaintiff was never a union employee and therefore requests as to union employees are over broad, irrelevant and not reasonably calculated to lead to admissible information.

Demand No. 1

Produce copies of all business licenses, certificates and registrations in effect during the past ten years issued to or on your behalf.

Response

Objection, the request for "all business licenses, certificates and registrations in effect during the past ten years" is unduly burdensome, over broad and irrelevant, and not likely lead to any discoverable evidence pertaining to this Plaintiff's claim. *Josephat v. executive Airlines, Inc.*, Civil No. 1998/132, dated July 23, 1999, at ¶ 2 ("The motion is DENIED. Plaintiff has made no showing of relevance of the information sought.") The information sought is public knowledge, is equally accessible to Plaintiff, is obtainable from some other source, namely government offices, and

BRYANT, BARNES
& MOSS, LLP
1134 King St., 2nd Floor
P.O. Box 4589
Christiansted, St. Croix
U.S. Virgin Islands 00822
(340) 773-2785

PLAINTIFF'S EXHIBIT 2

Response

None.

Demand No. 24

Produce copies of all documents, manuals, notebooks, memorandums, notices, correspondence and any other writing referring or relating to your polices, procedures, guidelines, criteria and standards pertaining to discipline of employees for the past 5 years.

Response

See the employee contract produced in No. 10 above.

Demand No. 25

Produce any and all insurance policies, certificates of insurance, declarations pages or accords, by or through which you are or were insured in any manner or to any extent whether primary or excess coverage at all times relevant to the subject matter of this lawsuit.

Response

Will supplement.

Demand No. 26

Please produce any and all statements whether written or recorded from any individual concerning any aspect of the subject matter of this lawsuit.

Response

Objection, this request is not reasonably calculated to lead to the discovery of admissible evidence as it may encompass attorney/client privileged communications or work product. Notwithstanding said objections and without waiving same, none. Defendant will supplement should discovery so warrant.

Demand No. 27

Please produce any and all reports including investigative reports prepared by you or on your behalf from any person, including witnesses, regarding the any of the facts or circumstances surrounding the subject matter of this lawsuit.

No. 540/1993, slip op. at 1 (Terr.Ct. June 13, 2000) (Judge Alphonso G. Andrews, Jr.) (unpublished); *Josephat v. Executive Airlines, Inc.*, Civil No. 1998/132, slip op. at 5-6 (D.V.I. July 23, 1999) (U.S. Magistrate Judge Jeffrey L. Resnick) (unpublished).

Notwithstanding said objection and without waiving same, see Plaintiff's District Court Complaint, Anthony Crane's Motion to Compel Arbitration, and Anthony Crane's Answer to the Complaint, which are already in Plaintiff's counsel possession.

Demand No. 33

Please produce any and all documents relating to evaluations, opinions or investigation of each expert witness you intend to utilize in the trial of this action, including a curriculum vitae.

Response

These trial decisions have not yet been made. Defendant will supplement pursuant to Rule 26 and the Court's order.

Demand No. 34

Please produce copies of any and all exhibits you intend to utilize in the trial of this action.

Response

These trial decisions have not yet been made. Defendant will supplement pursuant to Rule 26 and the Court's order.

Respectfully submitted,

Bryant, Barnes, Moss & Beckstedt, LLP
Attorneys for Anthony Crane

Dated: April 26, 2004

Linda J. Blair

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Mary Faith Carpenter
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Kristine R. Chaney
(Lic. California)

Riel J. Faulkner
(Lic. Connecticut)

September 23, 2004

VIA TELECOPIER: 773-5427
AND HAND-DELIVERY

Linda Blair, Esq.
BRYANT, BARNES, MOSS & BECKSTEDT, LLP
1134 King Street, Second Floor
Christiansted, St. Croix
U.S. Virgin Islands 00820

Re: Rhea Dowling v. Anthony International, L.P. and HOVENSA, LLC, Civil No. 195/2002

Dear Attorney Blair:

This is to follow up on my letter dated August 30, 2004 (attached) to you wherein I requested information regarding Anthony Crane's insurance coverage. Of course, this information should have been previously produced in a Rule 26 disclosure or prior to the stay issued in this case. However, a further review indicated that Anthony Crane initially indicated that it did not possess insurance coverage relevant to Plaintiff's Claim. If this were so, this would have been in violation of Anthony Crane's Agreement with HOVIC dated July 19, 1996, which mandated that its Contractors maintain adequate insurance coverage. Subsequent to the initial response, Anthony Crane in its supplemental production indicated that it would "supplement" the insurance policy. Nonetheless, it was never forthcoming.

Although this matter is stayed pending the bankruptcy proceedings, there are certain issues that have arisen in the bankruptcy case to which we need to know if your client possesses adequate insurance that will cover the above-referenced claim. As you may know, ACR and its affiliate companies, Anthony Crane International, L.P. including, have filed a motion to extend the time for the removal of civil actions pending as of the Petition date. Being that this is one of those cases, I need the insurance coverage information in order to object or not. My objection is due on September 28, 2004. If I do not hear from you by tomorrow's date, I am prepared to notify the Court of your unwillingness to cooperate.

I look forward to your timely response.

Regards,

Lee J. Rohn, Esq.

LJR/btp

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Kristine R. Chaney
(Lic. California)

Riel J. Faulkner
(Lic. Connecticut)

August 30, 2004

VIA HAND DELIVERY
Linda Blair, Esq.
Bryant, Barnes, Moss & Beckstedt, LLP
1134 King Street
St. Croix, VI 00820

RE: Dowling, Rhea v. Anthony Crane

Dear Attorney Blair:

You have filed a number of stays due to the filing of bankruptcy in the Anthony Crane matters. If you will advise me as to the amount of insurance coverage and whether any of the policies are wasting, and if so, what is left for each policy year? The Plaintiffs may be agreeable to stipulating that they will only look to the insurance proceeds and not any assets of the company in order to move these cases along.

Please give me this information within fifteen (15) days.

Cordially,

Lee J. Rohn, Esq.

LJR/jb
cc: Rhea Dowling

BRYANT, BARNES, MOSS & BECKSTEDT, LLP

ATTORNEYS AT LAW

BRITAIN H. BRYANT, PC
DARYL C. BARNES, PC
C. BETH MOSS, PC
CARL A. BECKSTEDT III, PC

LINDA J. BLAIR
GISELLE I. ABERNATHY
BILL J. ABERNATHY
MARY P. MCCARTHY*
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**Admitted only in WI

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POST OFFICE BOX 224589
CHRISTIANSTED, VI 00822-4589

TELEPHONE: 340-773-2785
FAX: 340-773-5427
HTTP://BRYANTBARNES.LAWOFFICE.COM

September 28, 2004

Via Facsimile & Hand Delivery

Lee J. Rohn, Esq.
Law Offices of Lee J. Rohn
1101 King Street, Suite 2
Christiansted, VI 00820

Re: ***Craig Pemberton v. Anthony Crane***
Rueben Acosta v. Anthony Crane
Rhea Dowling v. Anthony Crane
Blaise Alexander and Gerald Freeman v. Anthony Crane

Dear Attorney Rohn:

I am in receipt of your letters dated September 23rd and 24th in the above mentioned cases. I do not have the information regarding insurance which you request. As these cases are stayed due to bankruptcy proceedings, Anthony Crane has requested that I direct all questions regarding these cases to their bankruptcy attorney.

Please contact Attorney David Salzman directly regarding these cases at 1700 Grant Building, Pittsburgh, PA 15219. His telephone number is 412-261-0310.

Sincerely,

Linda J. Blair

LJB/tp

PLAINTIFF'S EXHIBIT 4

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Kristine R. Chaney
(Lic. California)

Riel J. Faulkner
(Lic. Connecticut)

September 29, 2004

VIA TELECOPIER: (412) 261-5066
AND U.S. MAIL

David B. Salzman, Esq.
CAMPBELL & LEVINE LLC
1700 Grant Building
Pittsburgh, PA 15219

Re: ACR Management, LLC, et. al., Chapter 11, Case No. 04-27848
...as it relates to:

Freddy Colon v. Jacobs/IMC, LLC, Anthony Crane International, L.P, and HOVENSA, LLC, Civil No. 582/2000

Craig Pemberton v. Anthony Crane International, L.P., Civil No. 2000/70

Rhea Dowling v. Anthony Crane International, L.P., Civil No. 1998/127

Tomas Belboder v. Anthony Crane International, L.P. and HOVENSA, LLC, Civil No. 115/2004

Rueben Acosta v. Anthony Crane International, L.P., Civil No. 1998/127

Blaise Alexander and Gerald Freeman v. Anthony Crane International, L.P., Civil No. 1997/58

Jerald Baum v. Anthony Crane International, L.P. and HOVENSA, LLC, Civil No. 115/2004

Dear Attorney Salzman:

I am the attorney for the above-referenced Plaintiffs. Due to the Suggestion of Bankruptcy filed by local counsel for Anthony Crane in the Virgin Islands, all of these cases are now stayed. Prior to the issuance of these stays, discovery was propounded and exchanged. However, we have yet to receive the insurance policies in Pemberton, Acosta, Dowling, and Alexander and Freeman. Efforts to obtain the policies from Linda Blair, local counsel in these four cases, directed us to you. It is imperative that I be copied with the insurance policies applicable to these cases.

I also need to know whether any of the policies are wasting and, if so, what is remaining for each policy year. With this information, I can speak with my clients to seek their approval to stipulate to look to the insurance proceeds and not any assets of ACR Management, LLC or its affiliate companies in full settlement of their claims.

In addition, please confirm the existence or non-existence of any excess insurance coverage that may be applicable to any of the referenced matters.

If any of the requested information can be faxed, please do so.

Feel free to contact me by phone to discuss this matter further.

Regards,

Lee J. Rohn

LJR/btp

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Kristine R. Chaney
(Lic. California)

Riel J. Faulkner
(Lic. Connecticut)

May 6, 2004

VIA HAND DELIVERY
Linda Blair, Esquire
BRYANT BARNES AND MOSS L.L.P.
1134 King Street
Christiansted, St. Croix, 00820

Re: Alexander and Freeman v Anthony Crane International
Civil No. 1997/58

Dear Attorney Blair:

A review of this file reveals Defendant Anthony International has not provided Plaintiff with its Rule 26 disclosures.

Please provide them within the next ten (10) days to avoid a motion for sanctions.

Cordially,

Lee J. Rohn

LJR\deF:\12-CONFLICT CASES\Alexander & Freeman v. Anthony Crane\In Office Docs\Letter_Blair_rule_26_disclosures_overdue.wpd

PLAINTIFF'S EXHIBIT 6

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(Lic. Connecticut)

September 24, 2004

VIA TELECOPIER: 773-5427
AND HAND-DELIVERY

Linda Blair, Esq.
BRYANT, BARNES, MOSS & BECKSTEDT, LLP
1134 King Street, Second Floor
Christiansted, St. Croix
U.S. Virgin Islands 00820

Re: Blaise Alexander and Gerald Freeman v. Anthony International, L.P.
Civil No. 1997/58

Dear Attorney Blair:

Although this matter is stayed pending the bankruptcy proceedings, there are certain issues that have arisen in the bankruptcy case to which we need to know if your client possesses adequate insurance that will cover the above-referenced claim. As you may know, ACR and its affiliate companies, Anthony Crane International, L.P. including, have filed a motion to extend the time for the removal of civil actions pending as of the Petition date. Being that this is one of those cases, I need the insurance coverage information in order to object or not. My objection is due on September 28, 2004. I would very much appreciate a response by Monday, September 27, 2004. If I do not hear from you, I am prepared to notify the Court of your unwillingness to cooperate.

Regards,

Lee J. Rohn, Esq.

LJR/btp

PLAINTIFF'S EXHIBIT 7

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Kristine R. Chaney
(Lic. California)

Riel J. Faulkner
(Lic. Connecticut)

September 23, 2004

VIA TELECOPIER: 773-5427
AND HAND-DELIVERY

Linda Blair, Esq.
BRYANT, BARNES, MOSS & BECKSTEDT, LLP
1134 King Street, Second Floor
Christiansted, St. Croix
U.S. Virgin Islands 00820

Re: Rueben Acosta v. Anthony International, L.P.,
Civil No. 161/2004

Dear Attorney Blair:

This is to follow up on my letter dated August 30, 2004 to you wherein I requested information regarding Anthony Crane's insurance coverage (attached). Of course, this information should have been previously produced in a Rule 26 disclosure prior to the stay issued in this case.

Although this matter is stayed pending the bankruptcy proceedings, there are certain issues that have arisen in the bankruptcy case to which we need to know if your client possesses adequate insurance that will cover the above-referenced claim. As you may know, ACR and its affiliate companies, Anthony Crane International, L.P. including, have filed a motion to extend the time for the removal of civil actions pending as of the Petition date. Being that this is one of those cases, I need the insurance coverage information in order to object or not. My objection is due on September 28, 2004. If I do not hear from you by tomorrow's date, I am prepared to notify the Court of your unwillingness to cooperate.

I look forward to your timely response.

Regards,

Lee J. Rohn, Esq.

LJR/btp

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Kristine R. Chaney
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Riel J. Faulkner
(Lic. Connecticut)

August 30, 2004

VIA HAND DELIVERY
Linda Blair, Esq.
Bryant, Barnes, Moss & Beckstedt, LLP
1134 King Street
St. Croix, VI 00820

RE: Rueben Acosta v. Anthony International, Civil No. 161/2004

Dear Attorney Blair:

You filed a stays due to the filing of bankruptcy in the above matter. If you will advise me as to the amount of insurance coverage and whether any of the policies are wasting, and if so, what is left for each policy year? The Plaintiff may be agreeable to stipulating that he will only look to the insurance proceeds and not any assets of the company in order to move these cases along.

Please give me this information within fifteen (15) days.

Cordially,

Lee J. Rohn, Esq.

LJR/jb
cc: Ruben Acosta

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Kristine R. Chaney
(Lic. California)

Riel J. Faulkner
(Lic. Connecticut)

September 24, 2004

VIA TELECOPIER: 773-5427
AND HAND-DELIVERY

Linda Blair, Esq.
BRYANT, BARNES, MOSS & BECKSTEDT, LLP
1134 King Street, Second Floor
Christiansted, St. Croix
U.S. Virgin Islands 00820

Re: Craig Pemberton v. Anthony Crane International, L.P.
Civil No. 2000/70

Dear Attorney Blair:

Although this matter is stayed pending the bankruptcy proceedings, there are certain issues that have arisen in the bankruptcy case to which we need to know if your client possesses adequate insurance that will cover the above-referenced claim. As you may know, ACR and its affiliate companies, Anthony Crane International, L.P. including, have filed a motion to extend the time for the removal of civil actions pending as of the Petition date. Being that this is one of those cases, I need the insurance coverage information in order to object or not. My objection is due on September 28, 2004. I would very much appreciate a response by Monday, September 27, 2004. If I do not hear from you, I am prepared to notify the Court of your unwillingness to cooperate.

Regards,

Lee J. Rohn, Esq.

LJR/btp

PLAINTIFF'S EXHIBIT
9