

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
VICTORIA DIVISION**

IN RE:	§	Chapter 11
	§	
HII TECHNOLOGIES, INC., <i>et al.</i>	§	15-60070 (DRJ)
	§	(Jointly Administered)
Debtors.	§	

**S & M ASSETS, LLC’S RESPONSE TO  
DEBTORS’ OBJECTION TO HII CLAIM NO. 19  
(Refers to Docket No. 434)**

TO THE HONORABLE DAVID R. JONES, UNITED STATES BANKRUPTCY JUDGE:

S & M Assets, LLC (“S & M Assets” or “Claimant”) hereby files this Response to Debtors’ Objection to HII Claim No. 19 [Docket No. 434].<sup>1</sup> Claimant denies the facts asserted by Debtors in objecting to the Claim No. 19, a true and correct copy of which is attached as Exhibit “1” to this Response.

1. Paragraph 1 sets forth legal conclusions to which no response is required.
2. Paragraph 2 sets forth legal conclusions to which no response is required.
3. Paragraph 3 contains a request for relief and does not require a response from Claimant. To the extent Paragraph 3 can be construed as an averment of fact, Claimant denies the averment and opposes the requested relief.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.

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<sup>1</sup> The numbered paragraphs in Claimant’s Response correspond to the numbered paragraphs in the Debtors’ Objection. Claimant denies that headings and non-numbered paragraphs contained in the Objection constitute allegations of fact. To the extent that they are considered as such, they are denied.

Furthermore, since the Debtors have adopted and incorporated by reference the facts and legal bases in the “objections to the other claims”, Claimant likewise adopts and incorporates any facts and legal bases in the other Responses to the Debtors’ Objections.

6. Paragraph 6 is admitted.

7. In response to Paragraph 7, Claimant admits the first sentence, and further admits that William Craig Hamilton entered into a consulting agreement with HIG. Claimant denies all other allegations in Paragraph 7.

8. In response to Paragraph 8, Claimant admits the first sentence. Claimant is without sufficient information regarding the second sentence in Paragraph 8 to either admit or deny whether the HII and/or HIG Board of Directors formally approved the agreement, but Claimant states that at all times Matthew Flemming, the CEO of HII and HIG who negotiated and signed the agreement on behalf of HII and/or HIG, represented to Claimant that Flemming had the requisite authority to enter into the subject agreement with Claimant, and Flemming further represented that he had properly and fully complied with all company policies and procedures for the agreement to be valid and binding on HII and HIG, including, but not limited to, Board of Directors' approval and proper documentation of such in the accounting records of HII and HIG. Claimant denies all other allegations in Paragraph 8.

9. Paragraph 9 is admitted.

10. In response to Paragraph 10, Claimant denies that the agreement with it was a "self-interested" agreement. The remaining allegations are admitted.

11. Paragraph 11 is admitted.

12. Paragraph 12 is admitted.

13. The first sentence of Paragraph 13 sets forth legal conclusions or allegations to which no response is required. Claimant denies the second sentence of Paragraph 13.

14. The first sentence of Paragraph 14 sets forth legal conclusions or allegations to which no response is required. Claimant denies the second sentence of Paragraph 14.

15. Paragraph 15 is admitted.

16. Paragraph 16 is denied.

17. Paragraph 17 is admitted.

18. In response to Paragraph 18, the first and second sentences are admitted. Claimant denies the last sentence of Paragraph 18. The remaining portions set forth legal conclusions or allegations to which no response is required.

19. In response to Paragraph 19, the first sentence is admitted. The remaining allegations in Paragraph 19 are all denied.

20. Paragraph 20 sets forth legal conclusions or allegations to which no response is required.

21. In response to Paragraph 21, Claimant admits that a TRO was obtained. The remaining allegations in Paragraph 21 are all denied. Claimant states that all property of Debtors listed in the TRO proceedings was fully accounted for, and proof of same was provided to Debtors' counsel when agreement was made to dismiss the Show Cause Order proceedings in October 2015.

### **CONCLUSION**

Claimant denies that the Debtors are entitled to any of the relief sought via the Objection.

Furthermore, the Debtors' Objection should be denied due to the Debtors' failure to comply with and adhere to Bankruptcy Local Rules. Specifically, Local Rule 3007-1(b) requires an objection to a claim to "include an affidavit signed by a person with personal knowledge supporting the objection." BLR 3007-1(b). While Debtor provided affidavits from Loretta Cross and Matthew Flemming, neither affidavit contains facts based on personal knowledge sufficient

to directly support certain specific facts set out in the Objection, or to refute certain specific facts provided by Claimant with the Proof of Claim No. 19.

**DENIAL OF ALLEGATIONS NOT SPECIFICALLY ADMITTED**

Claimant denies any and all allegations set forth in the Objection that have not been specifically admitted herein.

**CLAIMANT'S PRAYER FOR RELIEF**

Claimant, S & M Assets, LLC, respectfully requests that this Court enter judgment in its favor, awarding to Claimant its costs of responding to this matter and granting such other and further relief as this Court deems to be just and equitable under the circumstances.

Respectfully submitted,

/s/ Victor F. Albert

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Victor F. Albert, OBA No. 12069

*Pro Hac Vice/Attorney in Charge*

Matthew L. Warren, OBA No. 31260

*Pro Hac Vice*

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***Attorneys for Claimant***

**CERTIFICATE OF SERVICE**

I hereby certify that on April 27, 2016, the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the parties eligible to receive service through the Clerk's Office ECF facilities by electronic mail, and mailed by first class mail to the following:

**DEBTORS:**

HII Technologies, Inc., *et al.*  
Attn: Loretta Cross, CRO  
945 McKinney Suite 235  
Houston, TX 77002

**DEBTORS' COUNSEL:**

McKool Smith PC  
Attn: Hugh M. Ray, III  
600 Travis Ste 7000  
Houston, TX 77002  
[hmrays@McKoolSmith.com](mailto:hmrays@McKoolSmith.com)

**U.S. TRUSTEE:**

Office of the US Trustee  
515 Rusk Ave Ste 3516  
Houston, TX 77002  
Attn: Hector Duran  
[Hector.duran.jr@usdoj.gov](mailto:Hector.duran.jr@usdoj.gov)

**LITIGATION TRUSTEE:**

Locke Lord LLP  
600 Travis Suite 2800  
Houston, TX 77002  
Attn: Elizabeth M. Guffy  
[eguffy@lockelord.com](mailto:eguffy@lockelord.com)

\_\_\_\_\_  
/s/ Victor F. Albert  
Victor F. Albert

## **EXHIBIT 1**

B10 (Official Form 10) (04/13)

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>Southern District of Texas</b>	<b>PROOF OF CLAIM</b>						
Name of Debtor: <b>HAMILTON INVESTMENT GROUP, INC.</b>		Case Number: <b>15-60070</b>							
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.									
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>S &amp; M ASSETS, LLC.</b>									
Name and address where notices should be sent: <b>CONNER &amp; WINTERS, LLP. 211 N ROBINSON, STE. 1700 OKLAHOMA CITY, OK 73102</b>			<b>COURT USE ONLY</b>						
Telephone number: <b>(405) 272-5711</b> email: <b>VALBERT@CWLAW.COM</b>									
Name and address where payment should be sent (if different from above):			<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ <i>(If known)</i>  <b>Filed on:</b> _____						
Telephone number: _____ email: _____									
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>67,500.00</u>  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.									
<b>2. Basis for Claim:</b> <u>PRE-PETITION RENT DUE / RESERVED RENT DAMAGES</u> (See instruction #2)									
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b>  _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  _____ (See instruction #3b)							
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b> _____  <b>Value of Property:</b> \$ _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ _____							
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>  <table style="width: 100%;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).</td> <td style="width: 33%;"><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).</td> <td style="width: 33%;"><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).</td> </tr> <tr> <td><input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).</td> <td><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).</td> <td><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).</td> </tr> </table> <p style="text-align: right;"><b>Amount entitled to priority:</b> \$ _____</p>				<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).							
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).							
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>									
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)									



B10 (Official Form 10) (04/13)

2

**7. Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".) See attached Lease Agreement.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: William M. Hamilton

Title: President

Company: Stm Assets LLC

Address and telephone number (if different from notice address above):

PO Box 637  
Guthrie, Ok. 73044

(Signature)

(Date)

Telephone number: (405) 830-3385 email: markh-3385@cox.net

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

## INFORMATION

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. § 507 (a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into effective the 12<sup>th</sup> day of August, 2014, by and between S & M Assets, LLC, an Oklahoma limited liability company ("Lessor") and Hamilton Investment Group, Inc., an Oklahoma corporation ("Lessee").

WITNESSETH:

- A. Lessor is the owner of certain property and improvements located thereon, including but not limited to all structures, improvements, sidewalks, curbs, driveways, and fixtures now or hereafter located upon the real property described herein, together with all fixtures, in Logan County, State of Oklahoma, which property is specifically described on Exhibit "A", attached hereto and made a part hereof ("Property").
- B. Lessor is the owner of certain tangible personal property located on the Property (the "Equipment") described on Exhibit "B".
- C. Lessor desires to lease the Property and Equipment to Lessee and Lessee desires to lease the Property and Equipment from Lessor upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, as well as the covenants and promises herein contained, the Lessor and the Lessee hereby agree as follows:

1. Property. For and in consideration of the prompt payment of the rent by Lessee, as hereinafter provided, and the performance by Lessee of the covenants hereinafter set forth, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, that certain real property together with the improvements located thereon, more particularly described on Exhibit "A", attached hereto and made a part hereof, all improvements and fixtures thereon and appurtenances thereto, together with the Equipment, more particularly described on Exhibit "B", attached hereto, subject to the terms and conditions hereof.
2. Term. The term of this Lease shall commence on August 12, 2014 and shall end Three (3) years thereafter, unless extended or sooner terminated as provided herein.
3. Rent. The total rent for the Lease of the Property shall be Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) per month for the term of this Lease ("Rent"). Any and all rent due under this Lease shall be payable to Lessor at Lessor's notice address described herein, or such other address that Lessor shall notify Lessee of in writing, in monthly installments, each due and payable in advance and without demand on the first day of each and every month during the term hereof.
4. Utility Charges. In addition to the Rent, Lessee shall pay all water, sewer, garbage, gas and electric services billed directly to the Lessor for use and occupancy of the Property. Promptly

upon execution of this Lease, Lessee shall make arrangements with the supplier of each of the above utility services for inception of service in Lessee's name as of the commencement date of this Lease as stated in Paragraph 2 above.

5. Taxes and Insurance. Lessee shall be responsible for the payment of ad valorem taxes on the Property and the payment of annual premiums for hazard insurance coverage for the Property with such hazard insurance coverage as is deemed necessary by Lessor with such hazard insurance naming Lessor as additional insured.

6. Quiet Enjoyment. Lessor covenants that Lessee shall peacefully and quietly have, hold and enjoy the Property for the agreed term and so long as Lessee is not in default hereunder.

7. Condition of the Property. Lessee has inspected and knows the condition of the Property and shall accept the Property in good order and condition on the commencement of the term of this Lease.

8. Use of Property. Lessee hereby agrees to use the Property as an oil and gas service yard and activities customarily incident thereto only. Lessee shall not use or occupy or permit the Property to be used or occupied for any purposes inconsistent with this paragraph, nor do or permit any new use to be done in or on the Property, in whole or in part, in a manner which would in any way violate any certificate of occupancy affecting the Property, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by Lessee hereunder, or as will cause or be apt to cause structural injury to any buildings on the Property or any part thereof, or will constitute a public or private nuisance.

9. Care of Property. Lessee agrees to keep the building, grounds and appurtenances, in a clean, safe and sanitary condition and in good condition and repair. Lessee shall commit and suffer no waste to be committed on the Property. There shall be no change, alterations or improvements of any kind whatsoever upon the Property without the prior written consent of Lessor. All repairs and maintenance of the Property shall be the obligation of Lessee.

10. Duty to Repair. During the term of this Lease, Lessee will be responsible for and will pay all charges for upkeep and storage of the Equipment and will make at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate the Equipment in proper condition and good running order. At the end of the Lessee term or on any other termination thereof, Lessee shall redeliver the Equipment to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted; provided however, any and all damage or depreciation caused by accident, negligence, fire, the elements, or other cause, or by failure or neglect to make repairs as needed, is not excepted.

11. Status of Equipment. The Equipment leased under this agreement is, at will at all times remain, personal property, even though it or any part of it may now be, or may become, in any manner attached to, or imbedded in, or permanently resting on, real property or improvements



thereon.

12. Ownership of Equipment. Title to the Equipment shall at all times remain in Lessor unless transferred to Lessee by sale, and Lessee shall have only the right to retain the possession of such Equipment pursuant to the conditions of this Lease. Lessee shall give Lessor immediate notice of any claim, levy, lien, or legal process issued against the Equipment.

13. No Animals. No domestic or other animals, reptiles, birds or fish shall be maintained in the Property without the prior written consent of Lessor.

14. Television Antennae or Coaxial Cable. No television antennae may be installed on the roof of the building and no coaxial cable television lines may be installed across or below the ground and enter into the building without the prior written consent of Lessor. Any such installations to which Lessor may consent must be installed and removed only by a licensed television antennae or cable installer. The cost of any such installation shall be solely that of Lessee.

15. Indemnification of Lessor. Lessee will indemnify and hold Lessor harmless of and from any loss and damage to any personal property belonging to Lessee or any of Lessee's guests or occupants, or for any injuries to Lessee or any of Lessee's guests or invitees except for any such loss arising from the gross negligence of Lessor. Lessee shall secure and maintain Lessee's own insurance against the above casualties or losses.

16. Damage to or Destruction of Property. If the Property shall be damaged or destroyed by fire or by the elements or other causes so as to render the Property unfit for occupancy, this Lease may be terminated, at the option of either Lessor or Lessee, in which event Lessor shall return to Lessee any unused portion of any prepaid and unearned Rent prorated as of the date of such destruction; provided, however, that in the event of partial damage not rendering the Property unfit for occupancy, Lessor shall promptly repair, replace and restore the Property to its former condition and this Lease shall continue in full force and effect, but Lessee shall in no case be entitled to any compensation, abatement or offset on account of annoyance or inconvenience, arising from such damage and the ensuing repairs; provided, however, Lessor shall not be required to expend funds in excess of insurance proceeds actually received in repairing or restoring the Property.

17. Inspection. Lessor shall have the right upon reasonable notice and at reasonable hours to enter the Property for inspection and to make such repairs and alterations as may be deemed necessary or desirable by Lessor for the safety and maintenance of the Property.

18. Termination. This lease and tenancy hereby created shall cease and terminate at the end of the original term hereof, or an extension or renewal thereof, without the necessity of any notice from either Lessor or Lessee to terminate the same. For a period of six (6) months prior to the end of the term of this Lease Lessor shall be allowed to show the Property to prospective tenants or purchasers.

19. Holdover by Lessee. Should Lessee remain in possession of the Property with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days' written notice served by either Lessor or Lessee on the other party.

20. Surrender of Property. At the expiration of the term of this Lease, Lessee shall quit and surrender the Property hereby demised in as good state and condition as it was at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

21. Default. If any default is made in the payment of Rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the Property and remove Lessee and all persons therefrom. Further, at Lessor's option, Lessor shall be entitled to bring an action to recover all remaining Rent to be paid under the remainder of the term of this Lease Agreement.

22. Abandonment. If at any time during the term of this Lease Agreement Lessee abandons the Property or any part thereof, Lessor may, at Lessor's option, enter the Property by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damage or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee, relet the Property, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the Rent that would be payable under this Lease Agreement during the balance of the unexpired term, if this Lease Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the Property by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Property to have been abandoned, in which Lessor may dispose of all such personal property in any manner Lessor shall deem proper in accordance with the statutory provisions applicable thereto and is hereby relieved of all liability for doing so.

23. Assignment and Subletting. Lessee shall not assign this Lease Agreement or sublease the Property without the prior written consent of Lessor.

24. Disclaimer. Lessor makes no representation or warranty whatsoever, express or implied, as to the physical condition of the Property or any part thereof. Lessee agrees that Lessee has had an opportunity to inspect the Property and is agreeable to lease the Property in its existing physical condition, "as is". Lessor shall have no liability whatsoever to Lessee for any defect in or impairment of the physical condition of the Property or any part thereof.



25. Captions. The captions, headings, and arrangements used in this Lease are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

26. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa, and words of any gender shall include each other gender where appropriate.

27. Notices. Each notice, demand, request, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered in person, if mailed by United States Certified Mail, Return Receipt Requested, Postage Prepaid, or private contract carrier against signed delivery receipt, on the date evidenced by the signed receipt, or the date upon which the Postal Service or carrier certifies that delivery has been refused by the addressee or is otherwise deemed impossible, addressed to the party to be notified at the address stated below:

If to Lessee:           Hamilton Investment Group, Inc.  
                                  c/o HII Technologies, Inc.  
                                  710 N. Post Oak Road, Suite 400  
                                  Houston, Texas 77024  
                                  Attention: Chief Executive Officer  
                                  Email: [matt@hiitinc.com](mailto:matt@hiitinc.com)

If to Lessor:            S & M Assets, LLC  
                                  PO Box 1310  
                                  Guthrie, OK 73044

With a copy to:       William R. Cook II, PLLC  
                                  1900 N. W. Expressway, Suite 1350  
                                  Oklahoma City, OK 73118

Each party to this Lease may at any time designate any other address by giving written notice to the other party of such new address for purposes of notice under this Lease.

28. Governing Law. This Lease is being executed and delivered in the State of Oklahoma, and the internal laws of such state shall govern the validity, construction, enforcement, and interpretation hereof and of the obligations, liabilities, rights, remedies, powers and privileges of the parties hereto, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

29. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease and all terms and provisions herein.

30. Entire Agreement. The Lessee agrees that there are no representations, understandings, stipulations or promises pertaining to this Lease or the Property which are not incorporated herein.

This Lease constitutes the entire agreement between the Lessor and Lessee and may not be modified or amended except by a written instrument executed by both the Lessor and Lessee.

31. Binding Effect. This Lease shall be binding on the parties hereto and their respective heirs, representatives, successors and assigns.

32. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under any present or future law, the remainder of this Lease will not be affected thereby. It is the intention of the Lessor and Lessee that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and which shall be legal, valid and enforceable.

33. Broker. The Lessee warrants that the Lessee has had no dealings with any broker in connection with the execution of this Lease and the Lessee agrees to indemnify and hold the Lessor harmless from all claims for commissions or other compensation asserted by any person with respect to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective the date first above written.

"LESSOR"

S & M Assets, LLC

By: William M. Hamilton  
William M. Hamilton, Manager

"LESSEE"

Hamilton Investment Group, Inc.

By: William M. Hamilton  
William M. Hamilton, President

By: [Signature]  
Name: Matthew C. Flemming  
Title: Chief Executive Officer



STATE OF OKLAHOMA                    )  
  )  
COUNTY OF OKLAHOMA                )                SS.

This instrument was acknowledged before me on August 11, 2014, by William M. Hamilton, as Manager of S & M Assets, LLC.

My Commission Expires:

Janet B. Cook  
Notary Public  
Notary Number: 0700755



STATE OF OKLAHOMA                    )  
  )  
COUNTY OF OKLAHOMA                )       SS.

This instrument was acknowledged before me on August 11, 2014, by William M. Hamilton as President of Hamilton Investment Group, Inc.

My Commission Expires:

Janet B. Cook  
Notary Public  
Notary Number: 07007



STATE OF OKLAHOMA                    )  
  )  
COUNTY OF OKLAHOMA                )       SS.

This instrument was acknowledged before me on August 11, 2014, by Matthew C. Flemming as Chief Executive Officer of Hamilton Investment Group, Inc.

My Commission Expires:

Janet B. Cook  
Notary Public  
Notary Number: 07007555 .....



EXHIBIT "A"

PROPERTY

4564 E Hwy 105, Guthrie, Oklahoma

LEGAL DESCRIPTION

The East 10 acres of:

A part of the South Half of the Northwest Quarter (S/2 NW/4) of Section Twelve (12), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, described as follows: commencing at the Southeast Corner of the Northwest Quarter (NW/4) of said Section, Thence West a distance of 330 feet to the point of beginning; Thence North a distance of 1319 feet to a point 330 feet West of the Northeast Corner of the South Half of the Northwest Quarter (S/2 NW/4) of said Section; Thence West to the Northeast Corner of Lot Nine (9), Block One (1) of Buffalo Wallow Subdivision; Thence South 00°16'39" West along the East line of Block One (1) of Buffalo Wallow Subdivision, a distance of 1318.06 feet to the South line of the Northwest Quarter (NW/4); Thence East to the point of beginning.

EXHIBIT "A"EQUIPMENT

QTY	NAME	MODEL	TOTAL
	JOB SMART AIR COMPRESSOR	ZJ3040SA	\$200
2	FLOOR JACK 3 1/2 TON		\$400
	KOBALT AIR COMPRESSOR	221495	\$350
	DEWALT GRINDER	DW756	\$200
	MILWAUKEE IMPACT DRIVERS-DRILLS	2650-20	\$350
2	DEWALT SAW-ALL	DW304P	\$400
4	1/2" ELECTRIC DRILLS		\$800
	DEWALT 1/2" IMPACT WRENCH	DW292	\$500
	DEWALT JIG SAW	DN317	\$200
	BELT SANDER	BR318	\$200
	SKILL ROUTER	1810	\$200
	PORTER-CABLE ROUTER	690LR	\$200
	BOSCH ROUTER ROTOZIP	R220	\$200
3	1" SPOCKET DRIVE SET		\$450
	RYOBI CIRCULAR SAW	CSB141LZ	\$100
	MILWAUKEE HOLE HAWY	1675-1	\$500
	HILTI	TE54	\$1,000
	MILWAUKEE BAND SAW	6230N	\$200
	NAPA FULL BOLT BIN		\$1,000
	DEWALT DEMENCH TECH PRO-WIG WELDER		\$6,500
	NAPA BATTERY & STARTER CHARGER	85-1010	\$200
	TOPCAN - TRANSIT	RL-H3C	\$2,000
2	HOMAK TOOL CHEST TOP & BOTTOM	NA07041003	\$1,000
	CENTRAL ELECTRO FUSION SYSTEM	20876	\$3,500
	HOMK PARTS CLEANER TUB	RB00820310	\$200
	THERMAL DYNAMCIS PLAMAS CUTTER	102	\$2,000
	MILWAUKEE CHOP SAW	6176-20	\$300
	MAX AIR	EF-42ED	\$350
2	BLACK HAWK	DR-42	\$700
	MILLER 350P ALUMNIUM WELDER		\$9,000
	RIDGID VISE	BC-810	\$1,000
	CUTTING TORCH		\$200
11	GAS TANK FOR TORCH		\$3,500
	LINCOLN ELECTRIC WELDER POWER MIG	225XT	\$2,000

QTY	NAME	MODEL	TOTAL
	POWER MIG 225C		\$2,000
3	CEILING GAS HEATER	SEP-2004-3	\$1,000
	LINCOLN WELDER	ACDC225-125	\$1,000
7	STIHL WEEDEATER		\$2,450
2	3500LBS CRANE-WINCH		\$12,000
	HEISSLUFT CENTRAL HEAT GUN	CH-6056	\$1,000
	MILWAUKEE CORDLESS GREASE GUN	2646-20	\$600
10	TIRES 750R-16-14PLY		\$2,750
10	TIRES LT 235-80 R 17PLY		\$2,750
	APOLLO 3 POINT SEED SPREADER		\$1,000
	4X6X8 LOCKABLE TOOL CAGE		\$2,500
6	STIHL CHAIN SAWS	250C	\$2,400
	WHEEL JACKS	791-6005	\$1,000
	CUB CADET MOWER	173-CC	\$350
	LINCOLN ELECTRIC 225 RANGER GAS WELDER		\$4,000
	VALSI GENERATOR 5500 WATTS		\$800
	POWER WASHER 3000PSI	HEG3005-OEZG	\$11,000
	INGERSOLL RAND AIR COMPRESSOR	2475	\$1,000
	MINI-SPLIT FUJITSU A/C&HEATER	ASULZRLF	\$5,000
	GRASSHOPPER MOWER DIESEL	930D	\$17,000
	5 1/2 TONS FLOOR JACK		\$300
	JD ZTRACK DIESEL MOWER	997-2	\$6,000
	DEWALT COMPOUND MIG SAW	DW716	\$400
7	PORTABLE DIESEL HEATER DEWALT	DXH185KT	\$3,150
4	WACKER 3" WATER PUMP	PT3	\$10,000
4	WORK BENCHES		\$4,000
	AIR SYSTEM THUR OUT SHOP		\$5,000
	WASTE OIL SYSTEM		\$3,000
3	BULK OIL DISPENSER		\$4,500
2	ROLL UP GARAGE		\$5,000