



## DEPARTMENT OF LABOR

### Employee Benefits Security Administration

**[Prohibited Transaction Exemption 2023-16; Exemption Application No. D-12026]**

### **Exemption from Certain Prohibited Transaction Restrictions Involving the Unit Corporation Employees' Thrift Plan (the Plan or the Applicant) Located in Tulsa, Oklahoma**

**AGENCY:** Employee Benefits Security Administration, Labor.

**ACTION:** Notice of exemption.

**SUMMARY:** This document contains a notice of exemption issued by the Department of Labor (the Department) from certain of the prohibited transaction restrictions of the Employee Retirement Income Security Act of 1974 (ERISA or the Act) and/or the Internal Revenue Code of 1986 (the Code). This exemption permits the acquisition and holding by the Plan participants' accounts of warrants (the Warrants) issued by Unit Corporation, the Plan sponsor, in connection with Unit Corporation's chapter 11 bankruptcy filing (the Bankruptcy Filing) in exchange for the participants' waiver of claims against certain "Released Parties" (the Transactions).

**DATES:** The exemption will be in effect on the date that this grant notice is published in the *Federal Register* and will continue until the date all Warrants are exercised, sold, or expire.

**FOR FURTHER INFORMATION CONTACT:** Mr. Joseph Brennan of the Department at (202) 693-8456. (This is not a toll-free number.)

**SUPPLEMENTARY INFORMATION:** On February 9, 2023, the Department published a notice of proposed exemption in the *Federal Register*<sup>1</sup> permitting the acquisition and holding by the participants' accounts of the Warrants in connection with

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<sup>1</sup> 88 FR 8463 (February 9, 2023).

the Bankruptcy Filing in exchange for the participants' waiver of claims against the Released Parties.<sup>2</sup> The Department makes the requisite findings under ERISA section 408(a) that the exemption is (1) administratively feasible, (2) in the interest of the plan and its participants and beneficiaries, and (3) protective of the rights of the plan's participants and beneficiaries, so long as all of the exemption conditions are met. This exemption provides only the relief specified in its text and does not provide relief from violations of any law other than the prohibited transaction provisions of ERISA expressly stated herein. Accordingly, affected parties should be aware that the conditions incorporated in this exemption are, taken as a whole, necessary for the Department to grant the relief requested by the Applicant. Absent these or similar conditions, the Department would not have granted this exemption.

The Applicant requested an individual exemption pursuant to ERISA section 408(a) in accordance with the procedures set forth in 29 CFR part 2570, subpart B (76 FR 66637, 66644, October 27, 2011).

### **Background**

Unit Corporation. As discussed in further detail in the proposed exemption, Unit Corporation is an energy company engaged in oil and natural gas exploration. Unit Corporation stock is currently traded on the over-the-counter marketplace following its delisting from the New York Stock Exchange as a result of its Bankruptcy Filing (as discussed in more detail below).

The Plan. The Plan is a participant-directed 401(k) individual account plan that covers 472 participants and holds approximately \$70,127,000 in total assets. Fidelity

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<sup>2</sup> Unit Corporation's Reorganization Plan states that the Released Parties include: (a) Unit Corporation; (b) the Reorganized Unit Corporation; (c) the Debtor-in-possession Agent; (d) the Debtor-in-possession Lenders; (e) the RBL Agent (the agent for secured parties holding First-Priority Lien Obligations); (d) the RBL Lenders (a type of asset-based lending (ABL) commonly used in the oil and gas sector, reserve based loans are made against, and secured by, an oil and gas field or a portfolio of undeveloped or developed and producing oil and gas assets); (e) the Consenting Noteholders; (f) the Exit Facility Agent; (g) the Exit Facility Lenders; and (h) the Subordinated Notes Indenture Trustee.

Management Trust Company (Fidelity) serves as directed trustee and recordkeeper for the Plan. The Unit Corporation Benefits Committee (the Benefits Committee) serves as the Plan Administrator with overall responsibility for the operation and administration of the Plan and as the named fiduciary for purposes of investment-related matters.

Unit Common Stock. As of September 3, 2020, the Plan held 4,932,864 shares of Unit common stock (Old Unit Common Stock), which then comprised 0.68% of the Plan's total assets.<sup>3</sup> Plan participants who held Old Unit Common Stock as of September 3, 2020, are hereinafter referred to as "Invested Participants." Provisions of the Trust Agreement covering the voting of Employer Stock<sup>4</sup> state that: "Each participant with an interest in the Stock Fund shall have the right to direct the Trustee as to the manner in which the Trustee is to vote (including not to vote) that number of shares of Employer Stock that is credited to his account."

The Bankruptcy Filing. On May 22, 2020, Unit Corporation and certain of its affiliates filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division under Case No. 20-327401 (the Bankruptcy Filing).<sup>5</sup> On May 26, 2020, the New York Stock Exchange (NYSE) suspended trading in Old Unit Common Stock because of the Bankruptcy Filing.

On June 19, 2020, Unit Corporation filed a Debtors' First Revised Proposed Joint Chapter 11 Plan of Reorganization (the Reorganization Plan). Subsequently, on July 30, 2020, the Bankruptcy Court confirmed Unit Corporation's Reorganization Plan and Unit

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<sup>3</sup> At the time, the Plan's 4,932,864 shares represented approximately 9% of all outstanding Old Unit Common Stock.

<sup>4</sup> For purposes of this trust provision, the term "Employer Stock" refers to shares of both Old Unit Common Stock and New Unit Common Stock that are held in participants' accounts.

<sup>5</sup> Jointly administered under Case No. 20-327401.

Corporation emerged from bankruptcy protection on September 3, 2020, at which time shares of Old Unit Common Stock were canceled.

The Warrants. Under the Bankruptcy Reorganization Plan, Unit Corporation exchanged Old Unit Common Stock for the Warrants. Each Warrant entitles its registered holder to receive from Unit Corporation one share of newly-issued common stock in Unit Corporation (New Unit Common Stock) upon the exercise of the Warrant through the payment of an Exercise Price during an Exercise Period. The exchange rate for the Warrants is 1 to .03460447, where one share of Old Unit Common Stock converts to .03460447 Warrants.

Acceptance or Rejection of the Warrants. As holders of the Old Unit Common Stock, Invested Participants qualify to receive the Warrants under the Reorganization Plan. The Warrants will be issued to the Plan after the Department grants this final exemption. To accept the Warrants, an Invested Participant must agree to release potential claims against Unit Corporation and its affiliates (i.e., the Released Parties). The Applicant represents that this liability release (the Liability Release) was imposed by the Bankruptcy Court and the creditors and applies to all former holders of Old Unit Common Stock, including the Plan.<sup>6</sup> This proposed exemption requires the Liability Release to be described to the Invested Participants in a clearly written communication from Unit Corporation.

As a condition of this exemption, the acquisition of the Warrants by the accounts of the Invested Participants must be implemented on the same material terms as the acquisition of the Warrants by all shareholders of Old Unit Common Stock. Further, each

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<sup>6</sup> The Applicant states that such releases, which are generally applied to creditors in exchange for cash and other property (including warrants), are common in the context of bankruptcy reorganizations. Liability releases allow the debtor-in-possession to operate its business free from potential claims arising pre-bankruptcy, so long as all similarly situated creditors and other claimants are treated equivalently.

Invested Participant must receive the same proportionate number of Warrants based on the number of shares of Old Unit Common Stock held by each shareholder.

Exercising the Warrants. The Applicant states that the final exercise price for the Warrants is \$63.74. Decisions regarding the exercise or sale of the Warrants can be made only by the individual Invested Participants in whose accounts the Warrants are allocated. In this regard, an Invested Participant can exercise their Warrants only during an Exercise Period, which will begin on the effective date of this final exemption and end on the earliest of: (a) September 3, 2027; (b) the consummation of a cash sale (as defined in the Warrant Agreement); or (c) the consummation of a liquidation, dissolution or winding up of Unit Corporation.

The Plan Trustee will not allow Invested Participants to exercise the Warrants held in their Plan accounts if the fair market value of New Unit Common Stock is less than the exercise price of the Warrants at that time. Each Warrant that is not exercised during the Exercise Period will expire upon the conclusion of the Exercise Period. To protect Invested Participants, this exemption requires Unit Corporation to notify and inform each Invested Participant in writing at least thirty days before the conclusion of the Exercise Period that each Warrant held in the Invested Participant's account will expire upon the conclusion of the Exercise Period.

Selling the Warrants. The Invested Participants may also sell the Warrants in over-the-counter (OTC) markets where sale prices for the Warrants will be determined by supply and demand and not by any independent valuation of the Warrants.

Disclosures Associated with the Warrants. As a condition of this exemption, the terms of the Warrants Offering must be described to the Invested Participants in clearly written communications containing all material terms provided by the Applicant. In addition to the prospectus for the Warrant Offering, Invested Participants must receive a separate communication from the Applicant that clearly explains all aspects of the

Warrants Offering, including: (a) that Unit Corporation is granting the Warrants to former holders of Old Unit Common Stock; (b) how the Warrants work; (c) that the decision regarding whether to accept or reject the Warrants is the decision of the Invested Participant; and (d) the liability release described above.

The Independent Fiduciary. On September 23, 2020, Unit Corp and the Committee retained Newport Trust Company (Newport) to serve as the Independent Plan Fiduciary. Newport represents that: (a) it does not have any prior relationship with any parties in interest to the Plan; (b) the total fee it has received from any party in interest to the Plan does not exceed 1% of Newport's annual revenues from all sources based upon its prior income tax year; and (c) no party related to Unit Corporation has, or will, indemnify Newport in whole or in part for negligence and/or for any violation of state or federal law that may be attributable to Newport in performing its duties as Independent Fiduciary on behalf of the Plan.

Independent Fiduciary Report. On January 29, 2021, Newport completed its Independent Fiduciary Report, wherein it determined that the Transactions are prudent, in the interest of, and protective of, the Plan and the Invested Participants. Newport states that its recommendation to the Committee to pass through the decision whether to accept or reject the Warrants to Invested Participants comports with the Plan's standard practice of granting Invested Participants individual discretion over shareholder matters and with the Plan's standing practice for corporate actions.

Newport further states that allowing the Plan to hold the Warrants places Invested Participants on equal footing with other non-Plan shareholders of Old Unit Common Stock and that this pass-through empowers Invested Participants to make an election that is consistent with their particular economic interests. Newport asserts that Invested Participants who choose to accept the Warrants can realize value through the future

exercise or sale of the Warrants, while Invested Participants who choose to reject the Warrants would maintain their legal right to bring claims against Unit Corporation.

Statutory Findings. As required by ERISA section 408(a), the Department is granting this exemption, because it finds that the favorable terms of the Transactions together with the protective conditions included herein are appropriately protective and in the interest of the Plan and its participants and beneficiaries. In this regard, the Department notes that (i) the Independent Fiduciary must represent the interests of the Plan for all purposes with respect to the Transactions; (ii) the Invested Participants who choose to accept the Warrants could realize value through the future exercise or sale of the Warrants, while Invested Participants who choose to reject the Warrants would maintain their legal right to bring claims against Unit Corporation; and (iii) Invested Participants will pay no fees or commissions and will only be allowed to exercise the Warrants for economic gain. Absent the receipt of Warrants, the Department notes that the Invested Participants may not receive any value for the shares of Old Unit Common Stock they held before the Bankruptcy Filing.<sup>7</sup>

### **Written Comments**

In the proposed exemption, the Department invited all interested persons to submit written comments and/or requests for a public hearing with respect to the notice of proposed exemption. All comments and requests for a hearing were due to the Department by March 27, 2023. The Department received only one written comment, which was from the Applicant, and did not receive any requests for a public hearing.

### **Comments from Unit Corporation**

**Comment 1: Exercising the Warrants.** Section 8 of the proposed exemption

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<sup>7</sup> The Department notes that by granting this exemption it is not expressing any views regarding whether Invested Participants should ultimately accept or reject the Warrants.

states, in relevant part: “An Invested Participant may exercise all or any whole number of their Warrants at any time during the Exercise Period...”

The Applicant clarifies that on a quarterly basis, Unit Corporation will instruct Fidelity to exercise Warrants for Invested Participants seeking to exercise their warrants, and Fidelity will sell existing holdings in the Invested Participants’ accounts to create the liquidity needed to exercise the Warrants. In this regard, Fidelity will sell investments on a pro-rata basis across the participant’s current investments and deposit the proceeds into a money market fund. After the assets are deposited into the money market fund, they will be sent to the Transfer Agent collectively for all participants who are exercising the warrants on a quarterly basis. Invested Participants will not be able to move money in or out of the money market fund as it will be used only to facilitate the payment of the Warrants.

**Department’s Response.** The Department acknowledges and accepts the Applicant's factual clarifications.

**Comment 2: Selling the Warrants.** Section 8 of the proposed exemption states, in relevant part: “Invested Participants will have the right to sell the Warrants allocated to their Plan accounts on the open market at any time before the Warrant expiration date in the same manner as other holders of the Warrants.”

The Applicant clarifies that according to Fidelity, Invested Participants with Warrants in their Plan account will be allowed to place a trade any time. However, these requests will be bundled with other Invested Participants’ requests and the actual trades will occur as a monthly block trade. The Applicant states that Fidelity will provide “best efforts” to liquidate the Warrants, which will trade on the over-the-counter market, and the trading volume may not fully support the potential sales volume. The Applicant states that different strategies will be used such as spreading the sales volume over time to minimize the impact of the volume as well as contacting wholesalers to sell a block of

Warrants.

**Department's Response.** The Department acknowledges and accepts the Applicant's factual clarifications.

**Comment 3: Name of the Independent Fiduciary.** The proposed exemption in Section 13 and Section I(e) refers to the Independent Fiduciary as "Newport Trust Company of New York, NY." The Applicant requests that the Department instead refer to the Independent Fiduciary as "Newport Trust Company."

**Department's Response.** The Department acknowledges and accepts the Applicant's factual clarification.

**Comment 4: Exchange where the Warrants will be Sold.** Section III(f) of the proposed exemption states, "If any of the Invested Participants fail to provide the Trustee with instructions to exercise or sell the Warrants received by July 30, 2027, the Warrants will be automatically sold in blind transactions on the New York Stock Exchange..."

The Applicant requests that the Department change "New York Stock Exchange" to "over-the-counter".

**Department's Response.** The Department acknowledges and accepts the Applicant's factual correction.

The complete application file (D-12026) is available for public inspection in the Public Disclosure Room of the Employee Benefits Security Administration, Room N-1515, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. For a more complete statement of the facts and representations supporting the Department's decision to grant this exemption, please refer to the notice of proposed exemption published in the *Federal Register* on February 9, 2022, at 88 FR 8463.

## General Information

The attention of interested persons is directed to the following:

(1) The fact that a transaction is the subject of an exemption under ERISA section 408(a) does not relieve a fiduciary or other party in interest from certain requirements of other ERISA provisions, including any prohibited transaction provisions to which the exemption does not apply and the general fiduciary responsibility provisions of ERISA section 404, which, among other things, require a fiduciary to discharge their duties respecting the plan solely in the interest of the plan's participants and beneficiaries and in a prudent fashion in accordance with ERISA section 404(a)(1)(B).

(2) As required by ERISA section 408(a), the Department hereby finds that the exemption is: (a) administratively feasible; (b) in the interests of the affected plan and its participants and beneficiaries; and (c) protective of the rights of the participants and beneficiaries of such plan.

(3) This exemption is supplemental to, and not in derogation of, any other ERISA provisions, including statutory or administrative exemptions and transitional rules. Furthermore, the fact that a transaction is subject to an administrative or statutory exemption is not dispositive of determining whether the transaction is in fact a prohibited transaction.

(4) The availability of this exemption is subject to the express condition that the material facts and representations contained in the application accurately describe all material terms of the transactions that are the subject of the exemption are true and accurate at all times.

Accordingly, after considering the entire record developed in connection with the Applicant's exemption application, the Department has determined to grant the

following exemption under the authority of ERISA section 408(a), and in accordance with the procedures set forth in 29 CFR part 2570, subpart B:<sup>8</sup>

## **Exemption**

### **Section I. Definitions**

(a) The term “Bankruptcy Filing” means Unit Corporation’s May 22, 2020 filing for relief under Chapter 11 of Title 11 of the United States Code, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, under Case No. 20-327401.

(b) The term “Exercise Period” means the period during which Invested Participants can exercise their Warrants that will end on the earliest of the following: (1) September 3, 2027; (2) the consummation of a cash sale (as defined in the Warrant Agreement); or (3) the consummation of a liquidation, dissolution or winding up of Unit Corporation.

(c) The term “Invested Participants” means Plan participants who held shares of Old Unit Common Stock as of the date of the Bankruptcy Filing.

(d) The term “the Plan” means the Unit Corporation Employees’ Thrift Plan.

(e) The term “Independent Fiduciary” means Newport Trust Company (Newport) or a successor Independent Fiduciary, to the extent Newport or the successor Independent Fiduciary continues to serve in such capacity, and who:

(1) Is not an affiliate of Unit Corporation and does not hold an ownership interest in Unit Corporation or affiliates of Unit Corporation;

(2) Was not a fiduciary with respect to the Plan before its appointment to serve as the Independent Fiduciary;

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<sup>8</sup> 76 FR 66637, 66644 (October 27, 2011).

(3) Has acknowledged in writing that it:

(i) Is a fiduciary with respect to the Plan and has agreed not to participate in any decision regarding any transaction in which it has an interest that might affect its best judgment as a fiduciary; and

(ii) Has appropriate technical training or experience to perform the services contemplated by the exemption;

(4) Has not entered into any agreement or instrument that violates the prohibitions on exculpatory provisions in ERISA section 410 or the Department's regulation relating to indemnification of fiduciaries at 29 CFR 2509.75-4;

(5) Has not received gross income from Unit Corporation (including Unit Corporation affiliates) for any fiscal year in an amount that exceeds two percent (2%) of the Independent Fiduciary's gross income from all sources for the prior fiscal year. This provision also applies to a partnership or corporation of which the Independent Fiduciary is an officer, director, or 10 percent (10%) or more partner or shareholder, and includes as gross income amounts received as compensation for services provided as an independent fiduciary under any prohibited transaction exemption granted by the Department; and

(6) No organization or individual that is an Independent Fiduciary, and no partnership or corporation of which such organization or individual is an officer, director, or ten percent (10%) or more partner or shareholder, may acquire any property from, sell any property to, or borrow any funds from Unit Corporation or from affiliates of Unit Corporation while serving as an Independent Fiduciary. This prohibition will continue for a period of six months after the party ceases to be an Independent Fiduciary and/or the Independent Fiduciary negotiates any transaction on behalf of the Plan during the period that the organization or individual serves as an Independent Fiduciary.

(f) The term "Released Parties" means: (1) Unit Corporation; (2) the Reorganized Unit Corporation; (3) the Debtor-in-possession Agent; (4) the Debtor-in-possession

Lenders; (5) the RBL Agent; (6) the RBL Lenders;<sup>9</sup> (7) the Consenting Noteholders; (8) the Exit Facility Agent; (9) the Exit Facility Lenders; and (10) the Subordinated Notes Indenture Trustee.

(g) The term “Unit Corporation” means Unit Corporation and any affiliate of Unit Corporation.

(h) The term “Warrants” means the Warrants issued by Unit Corporation in connection with the Bankruptcy Filing that entitle their registered holders to receive the Warrants, pursuant to an exchange rate of 1 to .03460447, where one share of Old Unit Common Stock will convert to .03460447 Warrants, through the payment of an Exercise Price during the Exercise Period.

## **Section II. Covered Transactions**

The restrictions of ERISA sections 406(a)(1)(A), 406(a)(1)(E), 406(a)(2), and 407(a)(1)(A) shall not apply to: (1) the acquisition by the Invested Participant accounts, of the Warrants issued by Unit Corporation, the Plan sponsor, in connection with the Bankruptcy Filing, in exchange for a waiver of claims against Released Parties; and (2) the holding of the Warrants by the Plan. In order to receive such relief, the conditions in Section III must be met in conformance with the definitions set forth in Section I.

## **Section III. Conditions**

(a) The acquisition of the Warrants by the accounts of the Invested Participants is implemented on the same material terms as the acquisition of the Warrants by all shareholders of Old Unit Common Stock;

(b) The acquisition of the Warrants by the accounts of Invested Participants resulted from an independent corporate act of Unit Corporation;

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<sup>9</sup> RBL stands for “Reserve Based Lending.”

(c) Each shareholder of Old Unit Common Stock, including each of the accounts of the Invested Participants, receives the same proportionate number of Warrants, and this proportionate number of Warrants is based on the number of shares of Old Unit Common Stock held by each shareholder;

(d) The Warrants are acquired pursuant to, and in accordance with, provisions under the Plan for the individually-directed investment of the accounts by the Invested Participants whose accounts in the Plan held Old Unit Common Stock;

(e) The decision regarding the acquisition, holding and disposition of the Warrants by the accounts of the Invested Participants have been and will continue to be made by the Invested Participants whose accounts received the Warrants;

(f) If any of the Invested Participants fail to provide the Trustee with instructions to exercise or sell the Warrants received by July 30, 2027, the Warrants will be automatically sold in blind transactions in over-the-counter (OTC) markets, and the sales proceeds will be distributed pro-rata to the accounts of the Invested Participants whose Warrants are sold;

(g) No brokerage fees, commissions, subscription fees, or other charges have been paid or will be paid by the Plan or the Invested Participants' accounts for the acquisition and holding of the Warrants, and no commissions, fees, or expenses have been paid or will be paid by the Plan or the Invested Participants' accounts to any related broker in connection with the sale or exercise of any of the Warrants or the acquisition of the New Unit Common Stock through the exercise of the Warrants;

(h) Unit Corporation does not influence any Invested Participant's election with respect to the Warrants;

(i) The terms of the Offering of the Warrants are described to the Invested Participants in clearly-written communications from Unit Corporation containing all material terms of the Warrant Offering. In addition to the prospectus for the Warrant

Offering, Invested Participants must receive a separate communication from Unit Corporation that clearly explains all aspects of the Warrants Offering, including: (1) that Unit Corporation is granting the Warrants to former holders of Old Unit Common Stock; (2) how the Warrants work; (3) that the decision regarding whether to accept or reject the Warrants is made solely by the Invested Participants; and (4) the liability release. The Independent Fiduciary described in (j) below must review and confirm that the communications sent to participants meet the requirements of this exemption;

(j) An Independent Fiduciary that is unrelated to Unit Corporation and/or its affiliates and acting solely on behalf of the Plan has determined that:

(1) The Proposed Transactions are prudent, in the interest of, and protective of the Plan and its participants and beneficiaries; and

(2) The Plan may enter into the Proposed Transactions in accordance with the requirements of this exemption;

(k) The Independent Fiduciary must document its initial and final determinations in written reports that include a detailed analysis regarding whether the Proposed Transactions are in the interests of the Plan and the Invested Participants, and protective of the rights of Invested Participants of the Plan;

(l) The Independent Fiduciary or an appropriate Plan fiduciary will monitor the holding and sale of warrants by the plan in accordance with the obligations of prudence and loyalty under ERISA section 404(a) to ensure that the Proposed Transactions remain prudent, protective and in the interests of the participants.

(m) No later than 90 days after the end of the Exercise Period, the Independent Fiduciary must submit a written statement to the Department confirming and demonstrating that all requirements of the exemption have been met. In its written statement, the Independent Fiduciary must confirm that all Invested Participants have received everything to which they are entitled pursuant to the terms of this exemption, the

Warrant Agreement, and any other documents relevant to this exemption.

(n) The Independent Fiduciary must represent that it has not and will not enter into any agreement or instrument that violates ERISA section 410 or 29 CFR 2509.75-4;

(o) At least thirty days before the conclusion of the Exercise Period, Unit Corporation must notify and inform each Invested Participant in writing that each Warrant held in the Invested Participant's account will expire and all rights under the Warrants and the Warrant Agreement will cease upon the conclusion of the Exercise Period; and

(p) All of the material facts and representations set forth in the Summary of Facts and Representations are true and accurate at all times. If there is any material change in a transaction covered by the exemption, or in a material fact or representation described by the Applicant in the application, the exemption will cease to apply as of the date of the change.

Effective Date: The exemption will be in effect on the date that this grant notice is published in the *Federal Register* and will continue until the date all Warrants are exercised, sold, or expire.

Signed at Washington, DC, this 11<sup>th</sup> day of July 2023.

**George Christopher Cosby,**  
*Director Office of Exemption  
Determinations,  
Employee Benefits Security Administration,  
U.S. Department of Labor.*

[FR Doc. 2023-15144 Filed: 7/17/2023 8:45 am; Publication Date: 7/18/2023]