

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
204 NORTH ROBINSON, SUITE 400
OKLAHOMA CITY, OK 73102-7001



In the Matter of:

Mark N. Holloway (CRD #1342511),
Merit Advisors, Inc. (CRD #113999), and
Oak Hills Securities, Inc. (CRD #145579),

Respondents.

ODS File 24-226

AGREEMENT

This Agreement is entered into between Mark N. Holloway, Merit Advisors, Inc., and Oak Hill Securities, Inc. (collectively, "**Respondents**") and the Administrator of the Oklahoma Department of Securities ("**Administrator**" and "**Department,**" respectively) (collectively, "**Parties**").

Mr. Holloway is an Oklahoma resident who was registered under the Oklahoma Uniform Securities Act of 2004 ("**Act**"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2024), as an agent of Oak Hills Securities from May 18, 2017, to January 2, 2020, and as an investment adviser representative of Merit Advisors from May 19, 2017, to January 2, 2020. Mr. Holloway's registrations under the Act were terminated on January 2, 2020, due to his noncompliance with Oklahoma's income tax laws, pursuant to Okla. Stat. tit. 68, § 238.1 (2020).

In a letter dated March 9, 2020, the Oklahoma Tax Commission notified the Department that Mr. Holloway was in compliance with Oklahoma's income tax laws. Mr. Holloway failed to reapply for registration under the Act after he became compliant with this state's income tax laws. Since January 2, 2020, Mr. Holloway has transacted business in and/or from this state as an agent of Oak Hill Securities and investment adviser representative of Merit Advisors without registration, or exemption from registration, under the Act. In addition, Oak Hill Securities and Merit Advisors have employed or associated with Mr. Holloway in an unregistered capacity since January 2, 2020.

To avoid the expense and time involved in formal legal proceedings, the Parties enter into this Agreement pursuant to 660:2-5-3 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (effective August 15, 2024) ("**Rules**"). Respondents waive any rights to the entry of findings of fact and conclusions of law, a hearing, and an appeal, under the Act, Rules, and Oklahoma Administrative Procedures Act, Okla. Stat. tit. 75, §§ 250 through 323.

The Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondents and the subject matter of this Agreement.
2. **Civil Penalty.** Within fifteen (15) days of the effective date of this Agreement, Merit Advisors and Oak Hill Securities will each pay a civil penalty in the amount of \$5,000 and Mark Holloway will pay a civil penalty in the amount of \$3,500, to the Department's Investor Education Revolving Fund.
3. **Supervision.** Within fifteen (15) days of the effective date of this Agreement, Oak Hills Securities and Merit Advisors will each review their respective supervisory systems including, but not limited to, written supervisory procedures, to determine what modifications should be made to enable the firm to monitor the registrations of its agents/investment adviser representatives and to detect when such individuals are conducting business without registration. Within thirty (30) days of the effective date of this Agreement, Oak Hills Securities and Merit Advisors will report, in writing, to the Department what modifications each firm has made, or will be making, and the date each modification occurred or will occur.
4. **No Coercion.** Respondents enter into this Agreement voluntarily and without any duress, undue influence, or coercion by the Administrator, any employee of the Department, or any member of the Oklahoma Securities Commission. Respondents have had the opportunity to consult with independent legal counsel and any other advisers of their choice with respect to the contents of this Agreement.
5. **Public Record.** This Agreement is a public record and will be available for public examination, pursuant to Section 1-607 of the Act.
6. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondents in connection with the conduct alleged herein, except as provided for in paragraphs 7 and 8 below.
7. **Failure to Comply.** If Respondents fail to comply with this Agreement, this Agreement shall be treated as an order issued under the Act, and the Administrator may take any action authorized by law including, but not limited to, summarily suspending the registrations of Respondents.
8. **Limitation on Agreement.** Nothing in this Agreement prohibits the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences an action against Respondents in connection with information obtained from the Administrator, the Administrator may assist in such action as authorized

by law. The execution of this Agreement does not mean that the Administrator has approved, condoned or passed in any way upon the merits or qualifications of any securities transactions.

9. **Entire Agreement.** This writing constitutes the entire Agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment to this Agreement is binding unless executed in writing by each of the Parties hereto.

10. **Severability.** The parties intend as follows:

a) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and

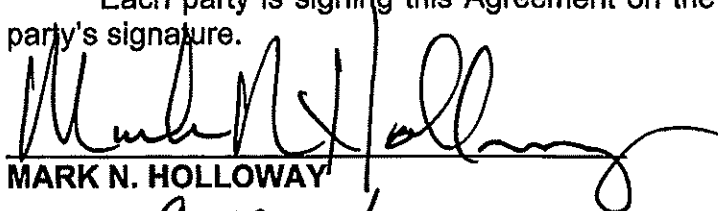
b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the remainder of the Agreement will stay in effect as written.

11. **Counterparts.** If the Parties sign this Agreement in one or more counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

12. **Governing Law.** The laws of the state of Oklahoma, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement.

13. **Effective Date.** This Agreement will be effective as of the date on which it is signed by the Administrator as set forth below her signature hereto.

Each party is signing this Agreement on the date stated immediately below that party's signature.


MARK N. HOLLOWAY

Date: 9-19-24

MERIT ADVISORS, INC.

By:  _____

Donald L. Dillingham, President
(print or type name and position)

Date: 9/18/2024

OAK HILLS SECURITIES, INC.

By:  _____

Donald L. Dillingham, President
(print or type name and position)

Date: 9/18/2024

OKLAHOMA DEPARTMENT OF SECURITIES

By: Melanie Hall

Melanie Hall, Administrator

Date: 9-19-2024