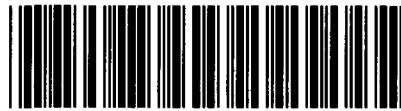




Control Number: 49779



Item Number: 1292

Addendum StartPage: 0



RECEIVED
EMERGENCY AM 9:23
ELECTRICITY BROKER REGISTRATION FORM

PROJECT NO. 49779

1. Check the most appropriate box to describe this submission:

- ☒ This is a new broker registration
- ☐ This supplies information for a pending broker registration
- ☐ This amends an existing, completed broker registration

Provide an explanation of the amendment:

2. Authorized Representative or Attorney to contact about this application:

Name	Joshua Shonce	Title	Founder
Business Address	3838 Oak Lawn Ave # 1000		
City	Dallas	State	TX
Zip	75219		
Telephone Number	469-640-0701		
Email Address	joshua@atlantis-enterprises.com		

3. Registering Entity: List the registering entity's legal name, business address, and telephone number.

Name	Atlantis Enterprises LLC dba Atlantis Light & Power		
Business address	6437 Southpoint Dr.		
City	Dallas	State	TX
Zip	75248		
Telephone Number	469-640-0701		

4. Type of organization of registering entity:

- ☐ Sole proprietor ☐ Other
- ☐ Corporation
- ☒ Limited Liability Company, L.L.C
- ☐ Limited Partnership

12/17

5. Description of the brokerage services provided by the registering entity and type of customers served.

Description of Services:

electricity brokering, business consulting

Types of Customers: Check all that apply

☒ Residential

☒ Industrial

☐ Other

☒ Commercial

☒ Municipalities

6. Other Names. List any trade, commercial, and doing-business-as (d/b/a) names, other than the legal name listed in #3 above, under which the registering entity intends to operate. Any name in which a corporation intends to operate must be registered with the Secretary of State.

1st Atlantis Light and Power

2nd

3rd

4th

5th

7. Officers. Provide, as Attachment A, the names, business addresses, email addresses, and phone numbers of the registering entity's officers, directors, and partners, as applicable.

☐ Attachment A

8. Customer Service Contact. List the telephone number and email address of the customer service department. If the registering entity does not have a dedicated customer service department, then provide the name, title, address, email address, and telephone number of the customer service contact person.

Customer Service Department	Telephone Number <u>469-640-0701</u>	Email Address <u>info@atlantis-enterprises.com</u>
Name <u>Joshua Shronce</u>	Title <u>Founder</u>	
Business address <u>6437 Southpoint Drive</u>		
City <u>Dallas</u>	State <u>TX</u>	Zip <u>75248</u>
Telephone Number <u>469-640-0701</u>		
Email Address <u>joshua@atlantis-enterprises.com</u>		

9. Regulatory contact person. List the name, physical business address, telephone number, and email address for a regulatory contact person.

Name <u>Joshua Shronce</u>	Title <u>Founder</u>	
Business address <u>6437 Southpoint Drive</u>		
City <u>Dallas</u>	State <u>TX</u>	Zip <u>75248</u>
Telephone Number <u>469-640-0701</u>		
Email Address <u>joshua@atlantis-enterprises.com</u>		

10. Secretary of State Record. Entities who must register with the Secretary of State must provide a copy of the certificate of status issued by the Texas Secretary of State certifying that the registering entity is authorized to transact business in Texas.

☒ Copy of Secretary of State certificate of status is attached.

AFFIDAVIT


My name is Joshua Shonce I am the Owner of the Registering Entity.

I swear or affirm that I have personal knowledge of the facts stated in the attached registration, that I am competent to testify to them, and that I have the authority to submit this application form on behalf of the registering entity. I further swear or affirm that all statements made in the Registration Form are true, correct and complete and that any substantial changes in such information will be provided to the Public Utility Commission of Texas in a timely manner. I swear or affirm that the registering entity understands and will comply with all requirements of the applicable law and rules, including customer protection provisions, disclosure requirements, and marketing guidelines for retail electric service.

Joshua M. Shonce
Signature of Registering Entity's Owner, Partner, or Officer
Joshua M. Shonce
Printed Name

Atlantic Enterprises LLC dba Atlantic Light & Power
Name of Registering Entity

Sworn and subscribed before me this 18th day of December, 2019.
Month Year

 ELIZABETH M FERNANDEZ
MY COMMISSION # GG 087978
EXPIRES: April 25, 2021
Bonded Thru Budget Notary Services

E. Fernandez
Notary Public in and For the State of Florida
My commission expires on April 25, 2021

Form 304
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$750



This space reserved for office use.

**Application for
Registration
of a Foreign Limited
Liability Company**

1. The entity is a foreign limited liability company. The name of the entity is:

ATLANTIS ENTERPRISES LLC

Provide the full legal name of the entity as stated in the entity's formation document in its jurisdiction of formation.

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation that it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

Atlantis Light & Power LLC

The assumed name must include an acceptable organizational identifier or an accepted abbreviation of one of these terms.

3. Its federal employer identification number is: 82-2367229

☐ Federal employer identification number information is not available at this time.

4. It is organized under the laws of: (set forth state or foreign country) Delaware

and the date of its formation in that jurisdiction is: 02/05/2018

mm/dd/yyyy

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below.

energy brokerage

The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: 4/5/2018

mm/dd/yyyy

Late fees may apply (see instructions).

8. The principal office address of the limited liability company is:

6437 Southpoint Dr.

Dallas

TX

USA

75248

Address

City

State

Country

Zip/Postal Code

Complete item 9A or 9B, but not both Complete item 9C

☐ 9A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ 9B. The registered agent is an individual resident of the state whose name is:

Joshua

Shronce

First Name

M.I.

Last Name

Suffix

9C. The business address of the registered agent and the registered office address is:

6437 Southpoint Dr.

Dallas

TX

75248

Street Address

City

State

Zip Code

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both)

IF INDIVIDUAL

Joshua

Shronce

First Name

M.I.

Last Name

Suffix

OR

IF ORGANIZATION

Organization Name

6437 Southpoint Dr.

Dallas

TX

USA

75248

Street or Mailing Address

City

State

Country

Zip Code

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both)

IF INDIVIDUAL

First Name

M.I.

Last Name

Suffix

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address

City

State

Country

Zip Code

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both)

IF INDIVIDUAL

First Name

M.I.

Last Name

Suffix

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address

City

State

Country

Zip Code

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 4/3/2018

Signature of authorized person (see instructions)

Joshua Shronce

Printed or typed name of authorized person

Form 503
(Revised 09/13)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



This space reserved for office use.

Assumed Name Certificate

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Atlantis Light & Power LLC

Entity Information

2. The legal name of the entity filing the assumed name is:

ATLANTIS ENTERPRISES LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☒ Limited Liability Company

☐ Nonprofit Corporation

☐ Limited Partnership

☐ Professional Corporation

☐ Limited Liability Partnership

☐ Professional Association

☐ Cooperative Association

☐ Other

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: _____

5. The state, country, or other jurisdiction of formation of the entity is: Delaware

6. The entity's principal office address is:

6437 Southpoint Dr.

Street or Mailing Address

Dallas

TX

USA

75248

City

State

Country

Postal or Zip Code

Period of Duration

☒ 7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ 7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ 7c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☒ All counties

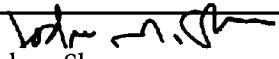
☐ All counties with the exception of the following counties: _____

☐ Only the following counties: _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 4/3/2018



Joshua Shronce

Signature of a person authorized by law to sign on behalf of the
identified entity (see instructions)

**OPERATING AGREEMENT
FOR SINGLE MEMBER, MEMBER MANAGED**

DATE: 4/2/2018

PARTY: To Whom it May Concern

RECITAL:

The party to this agreement (the "Member") is signing this agreement for the purpose of forming a limited liability company under the Limited Liability Company Act of the state of Delaware (the "Act").

AGREEMENTS:

1. FORMATION

1.1 Name. The name of this limited liability company (the "Company") is Atlantis Enterprises LLC dba Atlantis Light & Power

1.2 Articles of Organization. Articles of organization for the Company were filed with the Secretary of State for the state of Delaware on 2/5/2018.

1.3 Duration. The Company will exist until dissolved as provided in this agreement.

1.4 Principal Office. The Company's principal office will initially be at 6437 Southpoint Dr, Dallas, TX 75248, but may be relocated by the Member at any time.

1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 8 The Green, STE A Dover, DE 19901, and the name of its initial agent for service of process at that address will be A Registered Agent Inc.. The Company's designated office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of the state in which the articles of organization of the Company were filed.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful business that a limited liability company may engage in under the Act. The Company has the power to do all things necessary, incident, or in furtherance of that business.

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. The Member does not have any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the Company.

2. MEMBER

2.1 Name and Address. The name and address of the sole member of the Company is: Joshua Shronce - 6437 Southpoint Dr. Dallas, TX 75248

2.2 Termination of Member's Interest. The Member will cease to be a member of the Company upon the Member's death, incompetency, or bankruptcy, or upon assignment of the Member's entire membership interest. Unless there are one or more other members of the Company, the person who is the holder of the Member's interest immediately after the Member ceases to be a member will become a member. If there are one or more other members of the Company at the time the Member ceases to be a member, the person who is the holder of the Member's interest immediately after the Member ceases to be a member will become a member only with the consent of the other member or members.

2.3 Additional Members. Except for the holder of a member's interest who becomes a member under the provisions of the section of this agreement relating to termination of member's interest, additional members of the Company may be admitted only by written agreement of the Member and the additional members.

3. CAPITAL

3.1 Initial Capital Contribution. The initial capital contribution of the Member will be made by the Member's transferring to the Company all of the assets of the business currently being operated by the Member as a sole proprietorship under the name *, subject to all of the liabilities of such business. The assets and liabilities of such business are described on the balance sheet of the business attached to this agreement as Exhibit A. The transfer will be made promptly following the signing of this agreement.

3.2 Additional Contributions. Except as otherwise provided in the Act, the Member is not required to contribute additional capital to the Company. But the Member may make additional capital contributions to the Company from time to time as the Member wishes.

3.3 No Interest on Capital Contributions. No interest will be paid on capital contributions.

3.4 Capital Account. A capital account will be maintained for the Member. The Member's capital account will be credited with all capital contributions made by the Member and with all income and gain (including any income exempt from federal income tax) of the Company, and the Member's capital account will be charged with the amount of all distributions

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made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) of the Company.

4. PROFITS AND LOSSES AND DISTRIBUTIONS

4.1 Profits and Losses. The entire net profit or net loss of the Company for each fiscal year will be allocated to the Member and must be reported by the Member on all federal, state, and local income and other tax returns required to be filed by the Member.

4.2 Distributions. Subject to the restrictions governing distributions under the Act, distributions of cash or property may be made from time to time by the Company to the Member, as the Member directs. But the assets of the Company may not be used to pay the separate expenses of the Member, to make personal investments for the account of the Member, or for any other purpose not related to the business of the Company.

5. ADMINISTRATION OF COMPANY BUSINESS

5.1 Management. The Member has the sole right to manage and conduct the Company's business. Actions by the Member relating to the management of the Company may be memorialized in written resolutions signed by the Member, but written resolutions are not required to authorize action by the Member.

5.2 Authority of Member. The Member is the agent of the Company and has authority to bind the Company on all matters. The authority of the Member includes, without limitation, the authority to: (a) sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company; (b) merge the Company with any other entity; (c) amend the articles of organization of the Company or this agreement; (e) change the nature of the business of the Company; or (f) commence a voluntary bankruptcy case for the Company.

5.3 Compensation and Reimbursement. The Member is not entitled to the payment of any salary or other compensation for services provided to the Company. The Member is, however, entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

6. ACCOUNTING AND RECORDS

6.1 Books and Records. The Company may keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business. The books and records are to be available for inspection by the Member at the principal office of the Company.

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6.2 Separate Accounts. The funds, assets, properties, and accounts of the Company must be maintained separately, and may not be commingled with those of the Member or any other person.

6.3 Fiscal Year. The fiscal year of the Company will be the calendar year.

7. DISSOLUTION AND WINDING UP

7.1 Events of Dissolution. The Company will dissolve upon the earlier of (a) approval of dissolution by the Member or (b) such time as the Company has no members. Neither the death, incompetency, or bankruptcy of the Member nor the assignment of the Member's entire membership interest will dissolve the Company.

7.2 Winding Up and Liquidation. Upon the dissolution of the Company, the affairs of the Company must be wound up by the Member. If the affairs of the Company are to be wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must then be promptly liquidated. The proceeds must first be paid to creditors of the Company in satisfaction of all liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to the Member as a creditor. Any remaining proceeds may then be distributed to the Member. Property of the Company may be distributed in kind in the process of winding up and liquidation.

7.3 Negative Capital Account. If the Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

8. INDEMNIFICATION AND LIABILITY LIMITATION

8.1 Indemnification. The Company must indemnify the Member to the fullest extent permissible under the law of the state in which the articles of organization of the Company have been filed, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Member by reason of or arising from the fact that the Member is or was a member of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Member, provide indemnification to employees and agents of the Company who are not members. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of the Member, contract, or otherwise.

8.2 Limitation of Liability. The Member is not liable to the Company for monetary damages resulting from the Member's conduct except to the extent that the Act, as it now exists

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or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of the Member for actions or omissions prior to the repeal or amendment.

9. MISCELLANEOUS PROVISIONS

9.1 Amendment. The Member may amend or repeal all or part of this agreement by written instrument.

9.2 Governing Law. This agreement will be governed by the law of the state in which the articles of organization of the Company have been filed.

9.3 Severability. If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

Joshua M. Shronce

Name of Member