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BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

Application of Nexus LicenseCo, LLC for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Services.	A.________________________

APPLICATION OF NEXUS LICENSECO, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE FACILITIES-BASED AND RESOLD LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

PUBLIC VERSION

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Attorneys for Nexus LicenseCo, LLC

July 2, 2026

INTRODUCTION

Nexus LicenseCo, LLC (hereinafter "Nexus" or "Applicant") hereby submits this Application to the California Public Utilities Commission ("Commission") for a Certificate of Public Convenience and Necessity ("CPCN") to provide: (i) facilities-based and resold competitive local exchange carrier ("CLEC") service and fixed interconnected Voice over Internet Protocol ("VoIP") throughout the service territories of Pacific Bell Telephone Company d/b/a AT&T California ("AT&T"), Frontier California Inc., Citizens Telecommunications Company of California, Inc., Frontier Communications of the Southwest Inc. (collectively, "Frontier"), and Consolidated Communications of California Company, LLC ("Consolidated") (collectively, the "Uniform Regulatory Framework Incumbent Local Exchange Carriers," or "URF ILECs") and (ii) interexchange services on a statewide basis (the "Application"). This Application is submitted pursuant to Public Utilities Code Section 1001 and the Commission Rules of Practice and Procedure ("Rules") 2.1, 2.2, 2.3, 2.4, and 3.1, and satisfies each of the prerequisites necessary under the applicable Commission decisions governing requests for CLEC and Non-Dominant Interexchange Carrier ("NDIEC") authority in California.

Nexus is a newly created entity seeking to enter the California market for telecommunications services. However, an existing affiliate of Nexus, XtreamInternet LLC ("Xtream"), is an established Internet Service Provider ("ISP") in Colorado, and Nexus intends to build on Xtream's industry experience and knowledge to bring a wide range of telecommunications and information services to California.[1] Nexus's parent company, Nexus

[1]Xtream is wholly owned by Istari Holdings LLC, which in turn is owned by John "Trip" Williams and Ben Brown, two of the ultimate owners of Nexus. These relationships are shown in the organizational chart in **Exhibit 3** to this Application.

Investment Partners, LLC ("Nexus Parent"), is in the process of pursuing acquisitions of telecommunications and information service provider assets in California, and Nexus will leverage these assets along with its own investment capital to provide service in various markets within the state. As part of this plan, Nexus's parent company is in the process of acquiring the assets of a California video provider, Horizon Fiber ("Horizon"), and an administrative application has been submitted pursuant to the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA") to shift Horizon's video franchise to Xtream as part of that transaction.[2] Nexus's ownership intends to build on this transaction by pursuing other acquisitions, seeking grant opportunities, and looking for under-served markets to deliver a mix of telecommunications and broadband services over an efficient, well-capitalized platform.

As part of this plan, Nexus's ownership intends to infuse its operations in California with at least $100,000,000 in capital investments over the next five years. By relying on their extensive financial resources, Nexus's ownership aims to facilitate operational flexibility and funding infrastructure for high-quality services, focusing initially on coastal and suburban areas in southern, central, and northern California. With the purchase of assets from Horizon, Nexus will maintain Horizon's current facilities and operations in western Marin County, while also working on investments that advance the durability of infrastructure and service options and looking for opportunities for expansion. This same successful investment strategy of enhancing pre-existing physical assets will guide Nexus's activities in California going forward.

The relief sought in this Application will serve the public interest, as Nexus's management has a unique background with years of experience managing complex financial transactions in the

[2] *See* Pub. Util. Code § 5970; G.O. 169 § VII(D)(1).

telecommunications space. With significant experience in leveraged finance transactions, Nexus's management has developed a fine-tuned understanding of favorable financing structures. With this background, Nexus will ensure the utility is profitable and self-sustaining, with a platform designed to bring additional communications service options to underserved areas and enhance competition in areas with existing service providers.

Nexus also has the technical background necessary to meet all applicable statutory and regulatory standards. Nexus's management has a proven track record of deploying and advancing both fiber-based and fixed wireless networks in Colorado. Nexus' executive team will bring similar benefits to its operations in California, while preserving safe and reliable service to its customers and ultimately providing tangible benefits to the public interest.

A key component of Nexus' business plan is to position Nexus to offer traditional voice service, special access service, fixed interconnected Voice over Internet Protocol ("VoIP") service, interexchange service alongside non-regulated broadband service. Ensuring that Nexus has the proper licenses and certifications to offer the full range of services that customers desire will give Nexus the flexibility and focus to meet customer needs as the business plan evolves.

This Application is submitted with six exhibits, which includes material to support the requested relief. Nexus is also supplying a Motion for Leave to File Under Seal ("Motion for Seal") pursuant to Rule 11.4. The Motion for Seal identifies the confidential material presented herewith and provides the basis for holding it confidential in the Commission's files.

Nexus requests that it be accorded the same regulatory treatment as other non-dominant carriers. Such treatment includes exemptions from the requirements of Public Utilities Code Sections 816-830 (pertaining to the issuance of stocks and securities) and Section 851 for the transfer or encumbrance of property, whenever such transfer or encumbrance serves to secure debt.[3] Nexus also requests an exemption from filing tariffs, as it intends to provide service pursuant to individual contracts with customers.

[3] *See, e.g.*, D.97-05-082 at 13 (OP 14, 15); *see also* D.98-07-094 at 10 (OP 1).

APPLICATION FORM

Consistent with Commission requirements, Nexus submits the CPCN Application Form below, pursuant to Public Utilities Code Section 1001 and in keeping with D.24-11-003. All information required by Rules 2.1, 2.2, 2.3, 2.4, and 3.1 are incorporated into the Application Form. This Application is submitted with eleven appendices and seven supporting exhibits, which include material to support the requested relief. The exhibits are numbered sequentially, and each associated with a specific Appendix, as noted herein.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

CPCN Application Form Pursuant to Public Utilities Code Section 1001

1. APPLICANT INFORMATION

Applicant Name: Nexus LicenseCo, LLC

Business Address: 2280 Manatt Ct D#01, Castle Rock, CO 80104

Telephone No.: 970-305-5855

E-mail Address: trip@xtreaminternet.com

1.a. Principal Place of Business: (if different from address above)

1.b. List all fictitious business names under which Applicant has done business in the last five years:

None

1.c. Applicant is (check one only)

- ○ Corporation (Inc)
- ○ Limited Partnership (LP)
- ● Limited Liability Company (LLC)
- ○ Other, specify:
- ○ General Partnership
- ○ Sole Proprietor
- ○ Trust

Attach **Appendix A** with the following: 1) a copy of the entity's organizing documents; and (2) a copy of its Certificate of Good Standing Status certified by the California Secretary of State and/or additional evidence of the Applicant's qualification to transact business in California.

1.d. FCC Registration No.: Not Yet Requested **1.e CSOS Entity No.:**

1.f. Applicant has a foreign ownership interest

● NO ○ YES, Foreign entity interest:

2. APPLICANT REGISTERED AGENT FOR SERVICE OF PROCESS

Agent Name: Registered Agents Inc

Address: 8 The Green STE R, Dover, DE 19901

Telephone No.:

3. APPLICANT LEGAL DOMICILE (check one only)

○ California ◉ Other, specify: Delaware

4. APPLICANT PROPOSED SCHEDULE OF PROCEEDING (check all that apply)

Ratesetting	**DATE(s)**	**Other Proposed Schedule**	**DATE(s)**
☑ Prehearing Conference	08/17/2026	☐	
☑ Scoping Memo	08/31/2026	☐	
☐ Testimony (Optional)		☐	
☐ Briefing (Optional)		☐	
☐ Evidentiary Hearing (Optional) **(Appendix B)**		☐	
☑ Proposed Decision	12/07/2026	☐	

If Evidentiary Hearing is selected, attach **Appendix B** describing the issues which require hearing and length of hearing needed.

5. WHAT ISSUES ARE THERE TO BE RESOLVED IN THIS APPLICATION?
(check all that apply)

☑ Whether this application meets all state and California Public Utilities Commission (Commission) requirements for a certificate of public convenience and necessity (CPCN), including but not limited to financial, technical, and California Environmental Quality Act (CEQA) requirements.

☑ Whether the proposed construction is eligible for the Commission's 21 day expedited process for CEQA review.

☐ Consideration of a safety issue. (Provide a description of the issue below.)

☐ Consideration of an Environmental and Social Justice (ESJ) issue. (Provide a description explaining the ESJ issue for resolution. Otherwise, Applicant attests that there is no ESJ issue for consideration in this Application.)

☐ Other (Provide a description of the issue(s) below.)

6. APPLICANT WILL OPERATE AS (check all that apply)		
☑ Competitive Local Exchange Service Provider	☑ Interexchange (Intra/Inter-LATA) Service Provider	☑ Fixed Interconnected Voice over Internet Protocol (VoIP) Service Provider
6.a. Proposed Facilities	**6.b. Proposed Facilities**	**6.c. Proposed Facilities**
◉ Full Facilities-Based	◉ Full Facilities-Based	◉ Full Facilities-Based
○ Limited Facilities-Based	○ Limited Facilities-Based	○ Limited Facilities-Based
☐ Switchless-Reseller/ Non-Facilities-Based	☐ Switchless-Reseller/ Non-Facilities-Based	☐ Non-Facilities-Based
6.d. Service Territories	**6.e. Service Territories**	**6.f. Service Territories**
☑ Within ALL the service territories of uniform regulatory framework incumbent local exchange carrier	◉ Throughout the state of California.	☑ Within the service territories of uniform regulatory framework incumbent local exchange carriers
☐ Within ALL the service territories of the small incumbent local exchange carrier	○ In specific portions of the state only **(Appendix C)**	☐ Within the service territories of small incumbent local exchange carrier
☐ In specific portions of the state only **(Appendix C)**		☐ In specific portions of the state only **(Appendix C)**

Applicant that *only* selected non-Facilities-based for Proposed Facilities (Section 6.a, 6.b. and 6.c.) is not required to respond to Section 11 and 12 of the CPCN Application form. If no facilities are proposed, Applicant may be eligible to use the 1013 registration process pursuant to Pub. Util. Code Section 1013.

Attach **Appendix C** to include a list of the specific portion(s) or geographical location(s) of the State, and/or ILEC territory(ies); and a copy of the map(s).

Applicant seeking to operate in any Small Incumbent Local Exchange Carriers territories must meet the requirements contained in Appendix A of D.20 08 011.

7. DATE APPLICANT EXPECTS TO BEGIN OR HAS BEGUN OFFERING SERVICE(S) IN CALIFORNIA (If already operating in California, attach **Appendix D**)
February 1, 2027
8. APPLICANT WILL PROVIDE THE FOLLOWING SERVICES IN CALIFORNIA (check all that apply)
☑ Provide voice services (traditional wireline and/or Fixed Interconnected VoIP) directly to customers ☐ Build facilities which will transmit or facilitate voice services (traditional wireline and/or Interconnected VoIP) through third parties. ☐ Other (Describe below other services applicant offers, whether or not they are within Commission's jurisdiction.)
9. SWORN AFFIDAVIT
◉ TRUE ○ NOT TRUE **(Appendix E)**
Neither Applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant: (a) held one of these positions with a company that filed for bankruptcy; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of Sections 17000 et seq., 17200 et seq., or 17500 et seq. of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; and/or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general. Attach **Appendix E** if Applicant's response to this section is anything other than an unqualified "True." Applicant must declare exceptions by attaching documentation and describing any such bankruptcies, findings, judgments, convictions, referrals, denials, suspensions, revocations, limitations, settlements, voluntary payments or any other type of monetary forfeitures.
9.a. List of all affiliated entities (Attach **Appendix F**)

10. APPLICANT HAS THE REQUIRED MANAGERIAL AND TECHNICAL EXPERTISE TO OPERATE AS A SERVICE PROVIDER OF THE TYPE INDICATED IN SECTION 6 OF THIS FORM.
☑ TRUE
Attach **Appendix G** with the following: 1) List of the names, titles, and street addresses of all officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, and 2) all resumes for each personnel identified listing all employment for each officer, director, partner, agent, or owner (directly or indirectly) of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed.
10.a. APPLICANT ATTESTATION
◉ TRUE ○ NOT TRUE **(Appendix H)**
To the best of Applicant's knowledge, neither Applicant, any affiliate, officer, director, partner, nor owner of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order. Attach **Appendix H** if Applicant's response to this section is anything other than an unqualified "True." Applicant must declare exceptions by attaching documentation and describing all such investigations, whether pending, settled voluntarily or resolved in another manner.
11. CONSTRUCTION OR EXTENSION OF FACILITIES FOR LIMITED AND FULL FACILITIES-BASED APPLICANTS ONLY.
☑ YES. Attach **Appendix I** that includes all responses to **11.a.** thru **11.j.**
11.a. Description of proposed construction activities, documentation attached.
11.b. List of competing entities
11.c. Map showing proposed construction
11.d. Statement of franchises and health and safety permits
11.e. Facts showing public convenience and necessity requiring the proposed construction.
11.f. Statement showing cost of construction.
11.g. Statement showing financial ability to render service.
11.h. Statement showing proposed rates.
11.i. Annual Report Statement.
11.j. Estimated number of customers in the first and fifth years in the future

12. APPLICANT'S PROPOSED FULL FACILITIES ARE LIKELY ELIGIBLE FOR A CATEGORICAL EXEMPTION FROM CEQA AND APPLICANT REQUESTS TO UTILIZE THE ENERGY DIVISION'S 21-DAY EXPEDITED CEQA REVIEW PROCESS.
◉ YES. Attach **Appendix J** with list of categorical exemptions and briefly explain the applicability of each exemption to the proposed construction.
○ NO. Attach **Appendix J** with Preliminary Environmental Assessment.
13. FINANCIAL REQUIREMENT
☑ TRUE
Applicant has a minimum of (a) $25,000 in the case of a switchless reseller/ non facilities based OR (b) $100,000 in the case of a Facilities-Based (Full and/or Limited), in each case reasonably liquid and available to meet the firm's first year expenses, including an additional $25,000 for deposits which may be required by local exchange carriers or interexchange carriers; OR (c) has profitable interstate operations to generate the required cash flow. Attach **Appendix K** containing a financial instrument pursuant to Appendix F of D.24-11-003 that demonstrates the Applicant's financial ability as required above.
14. APPLICANT IS ELIGIBLE AND SEEKS AN EXEMPTION FROM TARIFFING REQUIREMENTS
◉ TRUE ○ NOT TRUE (Attach **Appendix L** with Applicant's Draft Initial Tariff)
15. OTHER LICENSE(S) HELD WITH THE COMMISSION, EITHER CURRENT AND/OR PRIOR
◉ NONE ○ CURRENT AND/OR PRIOR, specify: Nexus notes that a transfer application is pending pursuant to the Digital Infrastructure and Video Competition Act of 2006 (DIVCA)
16. PERFORMANCE BOND REQUIREMENT
☑ TRUE
Applicant attests that, upon approval of its request, it will comply with the California Public Utilities Commission's performance bond requirements in accordance with Decision (D.) 10-09-017, D.11-09-026, D.13-05-035 and D.24-11-003.

I hereby declare under penalty of perjury under the laws of the State of California that the forgoing information, and all attachments, are true, correct, and complete to the best of my knowledge and belief after due inquiry, and that I am authorized to make this application on behalf of the Applicant named above.

Signed DocuSigned by: John Williams 6EA24701D227432...

Name John "Trip" Williams

Title Co-Chief Executive Officer

Dated 07/02/26

Address 2280 Manatt Ct #D01, Castle Rock, CO 80104

Telephone 970-305-5855

Email Address trip@xtreaminternet.com

APPENDICES AND EXHIBITS

Accompanying the Application Form are eleven appendices, some of which are supported by exhibits. The chart provided below indicates which appendices are supported by exhibits, and which exhibits are being provided in connection with those appendices.

Appendix	Exhibit	Exhibit Description
Appendix A	Exhibit 1	Nexus Limited Liability Company Agreement
		Certificate of Good Standing
Appendix B	None	N/A
Appendix C	Exhibit 2	Map of anticipated service area
Appendix D	None	N/A
Appendix E	None	N/A
Appendix F	Exhibit 3	Organizational Chart
Appendix G	Exhibit 4	Resumes of Nexus Officers
Appendix H	None	N/A
Appendix I	Exhibit 5	Financial Statements
Appendix J	None	N/A
Appendix K	Exhibit 6	Bank Statement

CONCLUSION

Based on the foregoing, Nexus requests that Commission grant it the requested CPCN without hearings to provide facilities-based and resold competitive local exchange service and fixed interconnected VoIP service in each of the URF ILEC territories in California and authority to provide interexchange service throughout California. Nexus will be a strong new provider in the telecommunications space focused on the interests and needs of its customers. The Commission should grant this Application to facilitate the delivery of additional services and higher-quality services to these consumers.

Dated this 2nd day of July, 2026, at Oakland, California.

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Telephone: (510) 955-1081
Email: patrick@brblawgroup.com

By: *<u>/s/ Patrick M. Rosvall</u>*
Patrick M. Rosvall

Attorneys for Nexus LicenseCo, LLC

APPENDIX A

Application Form Section 1.c.: Included herein as **Exhibit 1** are true and correct copies of: (1) the Nexus LLC Operating Agreement, and (2) the Certificate of Good Standing Status certified by the California Secretary of State.

Application Form Section 2.: Communications and correspondence regarding this Application should be addressed to:

Patrick M. Rosvall
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492 9th Street, Suite 220
Oakland, CA 94607
Telephone: (510) 955-1081
Email: patrick@brblawgroup.com
Email: grace@brblawgroup.com

Ben Brown
Co-Chief Executive Officer
Nexus License Co., LLC
2280 Manatt Ct #D01,
Castle Rock, CO 80104
Telephone: 970-305-5855
Email: ben@sharpline-capital.com

Exhibit 1

LIMITED LIABILITY COMPANY AGREEMENT

OF

NEXUS LICENSECO, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") for Nexus LicenseCo, LLC, a Delaware limited liability company (the "Company") is executed as of this June 4, 2026 (the "Effective Date"), by Nexus DevCo Holdings, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member"). The Member formed the Company on the Effective Date pursuant to, and in accordance with, the Delaware Limited Liability Company Act, 6 Del. C. § 18¬101, et seq., as amended (the "Act").

RECITALS

WHEREAS, the Member agrees that the membership in, and management of, the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member hereby agrees as follows:

1. MEMBER. The Member owns 100% of the membership interests in the Company. The name of the Company is NEXUS LICENSECO, LLC.
2. PURPOSE AND POWERS. The purpose of the Company is to engage in any activity for which limited liability companies may be formed in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. CERTIFICATES; TERM; EXISTENCE. The Company has executed, delivered and filed the initial certificate of formation of the Company (as amended or amended and restated from time to time, the "Certificate of Formation") with the Office of the Secretary of State of the State of Delaware (the "Secretary of State"). The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the Effective Date, which is the date the initial Certificate of Formation was filed with the Secretary of State, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 12 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation pursuant to the Act and this Agreement.

4. REGISTERED OFFICE AND AGENT. The Company shall have and maintain in the State of Delaware a registered office and a registered agent, both as designated by the Member from time to time, in accordance with Section 18-104 of the Act. Such initial registered office and registered agent are as indicated in the initial Certificate of Formation.

5. INTEREST. The Company is authorized to issue a single class of limited liability company interest (as such term is defined in the Act, the "Interest"), which shall include any and all benefits to which the holder of such Interest may be entitled as provided in this Agreement, together with all obligations of such individual or entity to comply with the terms and provisions of this Agreement. The Interest shall not be certificated, unless otherwise determined by the Member.

6. CAPITAL CONTRIBUTIONS; PERCENTAGE INTERESTS. The Member shall not be required to make any further capital contributions to the Company.

7. TAX CHARACTERIZATION AND RETURNS. Until such time as the Company shall have admitted an additional member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities for periods during which it is the sole Member of the Company.

8. MANAGEMENT.

8.1. Member Managed. The Company shall be member-managed and the management of the Company shall be vested in the Member.

8.2. Powers of the Member. All power to control and manage the business and affairs of the Company shall be exclusively vested in the Member, and the Member may exercise all powers of the Company and do all such lawful acts as applicable law (including the Act), the Certificate of Formation or this Agreement direct or require to be exercised or done by the Member and in so doing the Member shall have the right and authority to take all actions that it deems necessary, useful or appropriate for the management and conduct of the business of the Company.

8.3. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated individual, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of, and serve to bind, the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any other instrument executed and delivered by the Member designating such Officer and the authority delegated to him or her. The initial Officers of the Company are: (i) Trip Williams, Co-Chief Executive Officer and (ii) Ben Brown, Co-Chief Executive Officer.

8.4. Indemnification. To the fullest extent permitted from time to time under the laws of the State of Delaware, the Member, each affiliate of the Member, and each of their respective current or former officers, directors, partners, managers, members, employees and agents, as applicable, and each and any person serving or having served as an officer, employee or agent of the Company, shall not be liable to the Company or to the Member for any action performed or omitted to be performed by such person within the scope of the authority conferred on such person by this Agreement absent a final adjudication by a court of competent jurisdiction that such person committed willful misconduct or gross negligence in the performance of such person's duties to the Company.

9. DISTRIBUTIONS. The Member, at any time and from time to time, may cause the Company to distribute to the Member any cash held by it that is not reasonably necessary for the operation of the Company so long as such distribution is not in violation of Section 18-607 or 18-804 of the Act.

10. ASSIGNMENTS. The Member may assign all or any part of its Interest at any time.

11. ADDITIONAL MEMBERS. The Member may in its discretion admit additional individuals or entities to be admitted as members of the Company. Prior to the admission of any such additional members to the Company, the Member shall amend or amend and restate this Agreement to make such changes as the Member shall determine are necessary or advisable to reflect the fact that the Company shall have such additional members.

12. DISSOLUTION. The Company shall dissolve, and its affairs shall be wound up, upon the earlier to occur of (a) the decision of the Member and (b) an event of dissolution of the Company under the Act.

13. DISTRIBUTIONS UPON DISSOLUTION. Upon the dissolution of the Company pursuant to Section 12 hereof, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 13 and the Certificate of Formation has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 12 hereof, the Member shall take full account of the Company's liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 18-804 of the Act.

14. CERTIFICATE OF CANCELLATION. Upon completion of the winding up and liquidation of the Company in accordance with Section 13 hereof, the Member shall promptly

cause to be executed and filed a certificate of cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable.

15. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER THE LAWS OF, THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

16. AMENDMENT; SEVERABILITY. This Agreement may be amended only in a writing signed by the Member. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

MEMBER:

NEXUS DEVCO HOLDINGS, LLC

Signed by:
Trip Williams
6EA24701D227432...

By: ______________________________________ Name: Trip Williams
Title: Co-Chief Executive Officer

COMPANY:

NEXUS LICENSECO, LLC

Signed by:
Trip Williams
6EA24701D227432...

By: ____________________________
Name: Trip Williams
Title: Co-Chief Executive Officer

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<u>**APPENDIX B**</u>

Application Form Section 4: Nexus proposes that the Commission categorize this matter as a ratesetting proceeding. The issues raised in this Application do not squarely fit into any of the categories as defined in Commission Rules 1.3(a) (adjudicatory), 1.3(e) (ratesetting), or 1.3(d) (quasi-legislative). Therefore, in accordance with Rule 7.1(e)(2), this proceeding should be conducted under the rules applicable to the ratesetting category unless and until the Commission determines that other rules apply.[4]

Hearings are not required to address the matters raised in the Application. This Application is straightforward, and Nexus does not have any reason to believe any factual dispute will arise surrounding this Application.

Nexus proposes a schedule that would result in a grant of a CPCN in January 2027, which would allow Nexus sufficient time to begin providing service on shortly thereafter. The response to the Application Form, Section 4, includes proposed dates for the prehearing conference, scoping memo, proposed decision, and final decision. In addition to those dates, Nexus proposes additional deadlines for the Application filing date, appearance in the daily calendar, and the protest period. A complete list of the proposed schedule is below:

Application Filing Date:	July 2, 2026
Appearance in Commission Daily Calendar:	July 6, 2026
End of Protest Period:	August 5, 2026
Prehearing Conference	August 17, 2026
Scoping Memo	August 31, 2026
Issuance of Proposed Decision:	December 2026
Final Decision:	January 2027

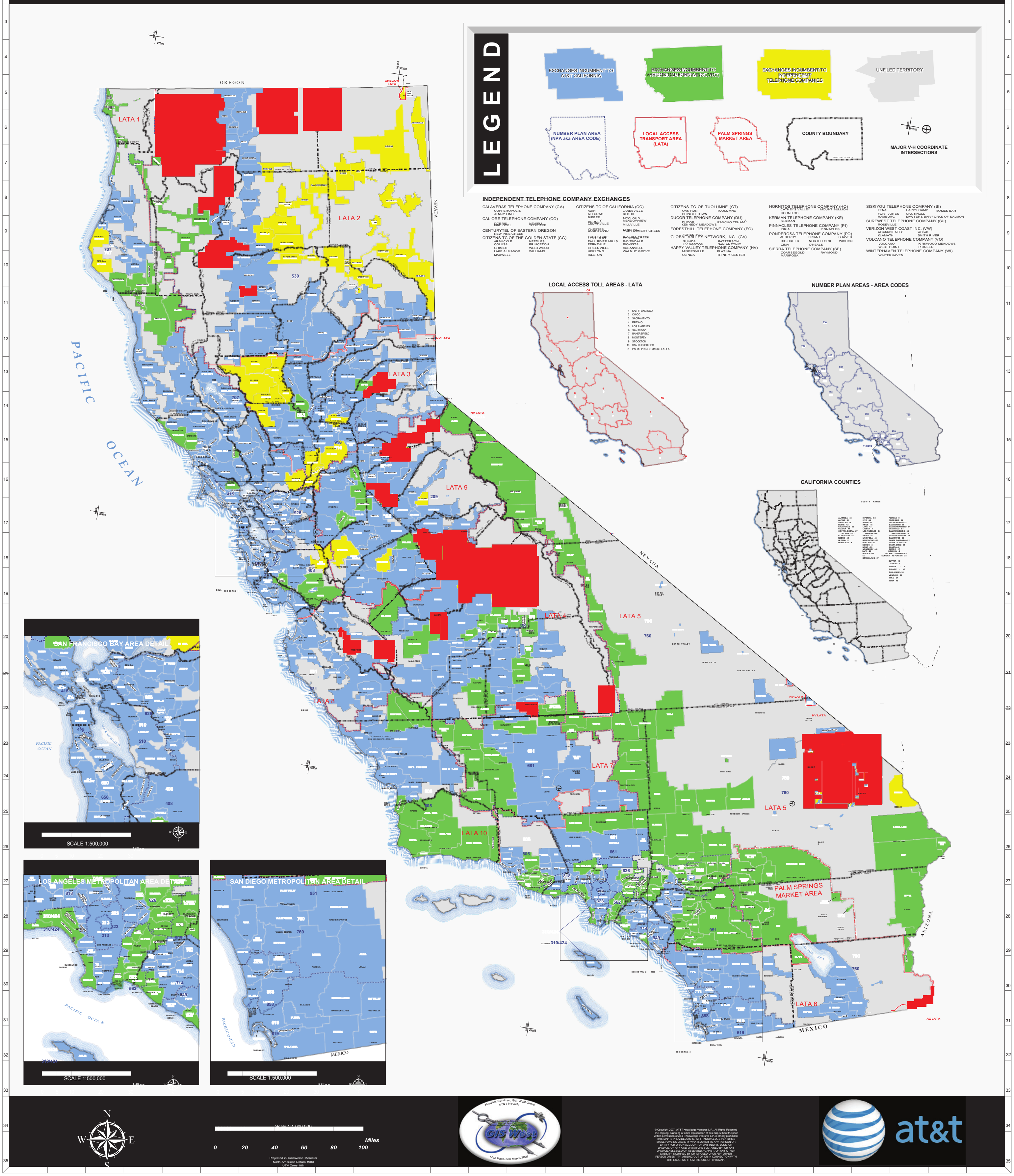
[4] *See, e.g.,* D.16-09-024 at 13-14 (Application of eNetworks, LLC for CLEC authority classified as ratesetting); D.20-07-006 at 13 (Application of Velocity Fiber, LLC for CLEC authority confirming ratesetting designation).

APPENDIX C

Application Form 6: Nexus seeks to provide full facilities-based and resold competitive local exchange services within the territories of the ILEC service territories of AT&T, Frontier, and Consolidated and interexchange service statewide. Nexus does not intend to offer local exchange service in the rural study areas served by the Small Local Exchange Carriers, so the heightened requirements of D.20-08-011 are not triggered. A map of the URF ILEC areas in which Nexus is attached herein as **Exhibit 2,** reflecting the area for which Nexus is seeking operating authority through this Application.

Exhibit 2

TELEPHONE EXCHANGE AREAS
OF CALIFORNIA



APPENDIX D

Application Form Section 8: As noted in the Application Form, Nexus seeks authority to provide regulated full facilities-based and resold competitive local exchange services and full facilities-based and resold interexchange services in the territories of the URF ILECs. In doing so, Nexus wants to ensure that it is well positioned to offer regulated voice services and special access services where customers need such services. Nexus may also look to leverage state and/or federal grant funding to support its deployment in these areas.

Nexus will also provide broadband service in California in the same areas where it proposes to offer local exchange service. Broadband service is a non-regulated service not subject to the Commission's jurisdiction, but Nexus nevertheless notes that it will provide this service, in accordance with the instructions provided in section 8 of the Application Form.

APPENDIX E

Application Form Section 9: Consistent with the affirmative disclosures required by D.13-05-035, Nexus hereby addresses disclosures of previous bankruptcies and criminal or civil sanctions on behalf of the applicant or its affiliates, officers, directors, partners, agents, and/or owners. To the best of Nexus's knowledge, neither it, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for Nexus has: (1) held one of these positions with a company that filed for bankruptcy; (2) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (3) been convicted of a felony; (4) been the subject of a criminal referral by a judge or public agency; (5) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (6) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of Sections 17000, et seq., 17200, et seq., or 17500, et seq. of the California Business and Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (7) been found to have violated any statute, law, or rule pertaining to public utilities or regulated industries; or (8) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general, except as described in the following paragraph. Similarly, to the best of Nexus's knowledge, neither Nexus, any affiliate, officer, director, partner, nor owner of more than 10% of Nexus, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission ("FCC") or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

APPENDIX F

Application Form Section 9.a: The following entities are affiliates of Nexus LicenseCo, LLC:[5]

1. Nexus Investment Partners, LLC
2. Nexus Midco Holdings, LLC
3. Nexus Platform Holdings, LLC
4. Nexus Opco Holdings, LLC
5. Nexus DevCo Holdings, LLC
6. XtreamInternet LLC
7. Istari Holdings LLC
8. Nexus Buyer I LLC
9. Nexus Buyer II LLC

A full organizational chart reflecting the ultimate structure of all Nexus affiliate entities is provided herein as **Exhibit 3.**

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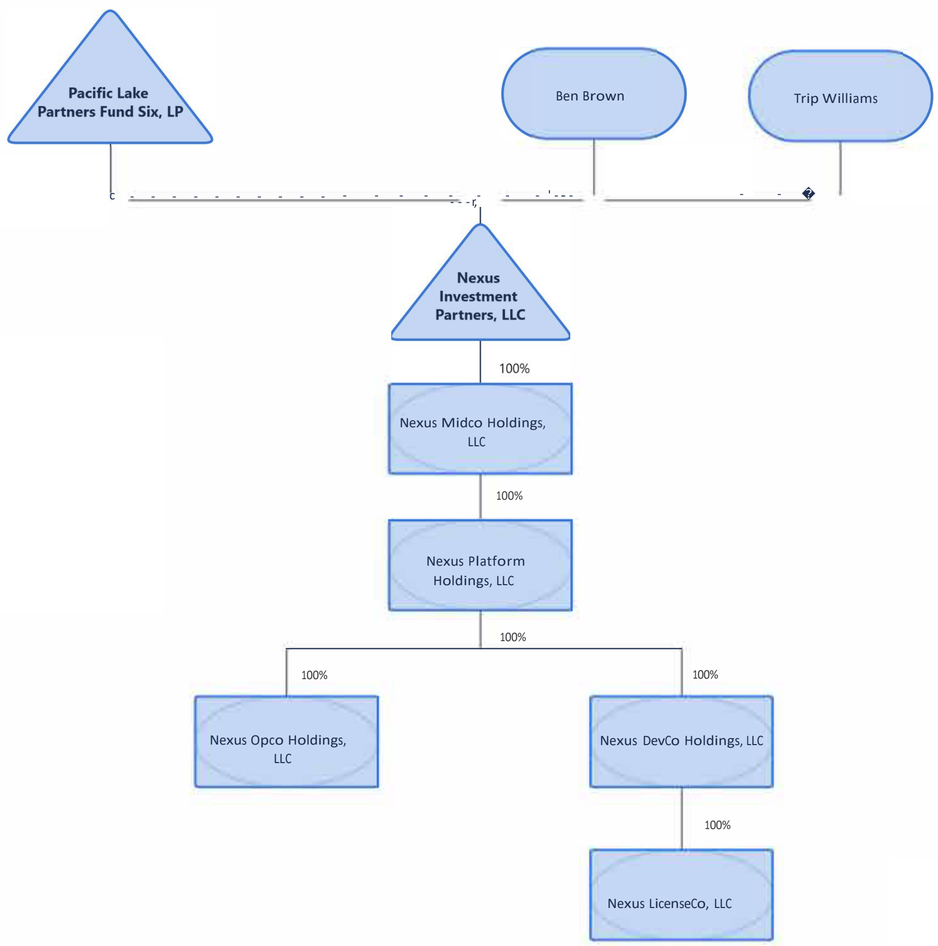
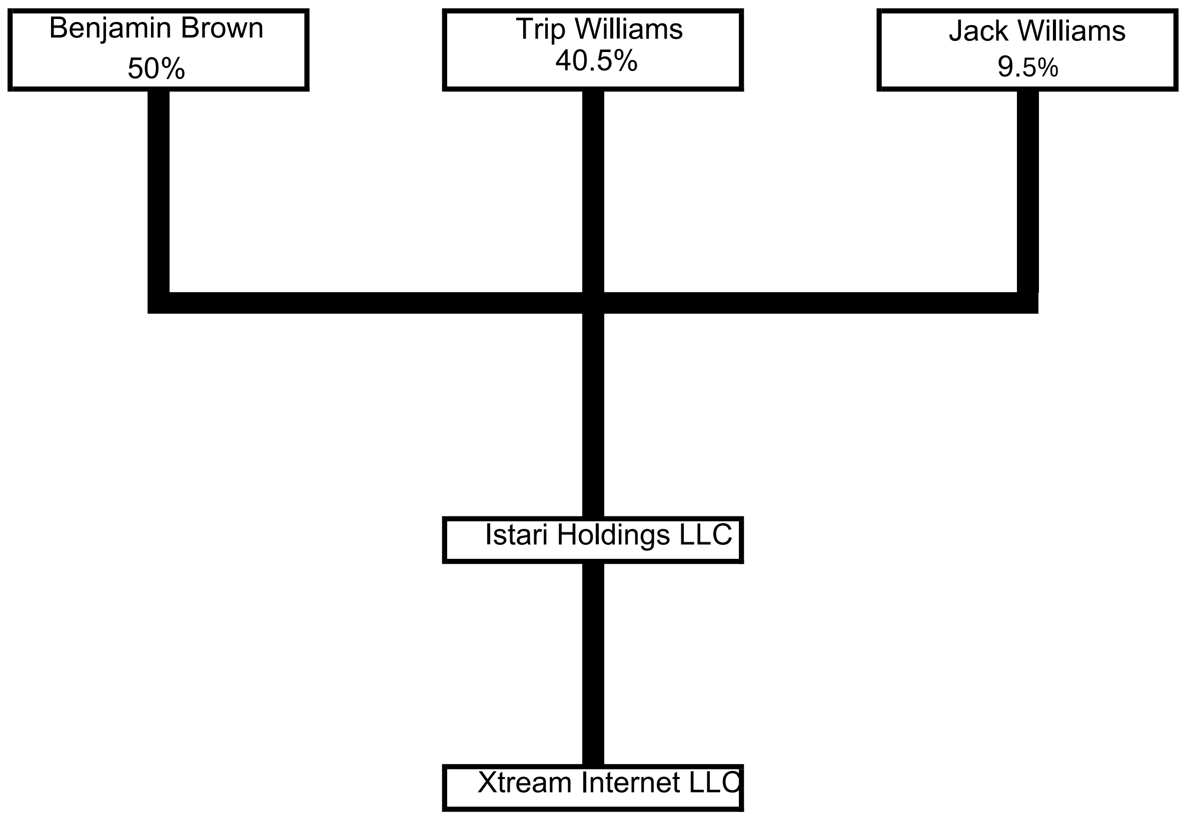
[5] As noted in Exhibit 3, Mr. Brown and Mr. Williams are partial owners of Nexus's ultimate parent company.

Exhibit 3


Pacific Lake Partners Fund Six, LP
Ben Brown
Trip Williams
Nexus Investment Partners, LLC
100%
Nexus Midco Holdings, LLC
100%
Nexus Platform Holdings, LLC
100%
100%
100%
Nexus Opco Holdings, LLC
Nexus DevCo Holdings, LLC
100%
Nexus LicenseCo, LLC


Benjamin Brown
50%
Trip Williams
40.5%
Jack Williams
9.5%
Istari Holdings LLC
Xtream Internet LLC

APPENDIX G

Application Form Section 10: The names and resumes of the officers of Nexus are included herein as **Exhibit 4**. This includes the names and resumes for Benjamin Brown and John "Trip" Williams, who will serve as the principal executives and managers of Nexus.

Exhibit 4

John “Trip” Williams

Co-Chief Executive Officer, XtreamInternet | Partner, Sharpline Capital

Trip Williams is Co-Chief Executive Officer of XtreamInternet and a Partner at Sharpline Capital, the digital-infrastructure investment firm through which XtreamInternet was acquired in 2023. As Co-CEO, he holds direct operational responsibility for the company’s network construction and operations, field service, residential and enterprise sales, vendor and grant management, and regulatory compliance across multiple Colorado markets. His financial expertise was built over approximately seven years at J.P. Morgan, where he structured, underwrote and executed debt financings and capital raises in the Leveraged Finance group covering the technology, media and communications sectors. At Sharpline Capital he leads capital allocation, debt and equity financing, and the acquisition of internet service providers.

PROFESSIONAL EXPERIENCE

Co-Chief Executive Officer — XtreamInternet (Colorado)	2023–Present
Partner — Sharpline Capital (Denver, CO)	2023–Present
Investment Banking Associate, Leveraged Finance TMT — J.P. Morgan (NYC, NY)	2018–2023
Credit Risk Analyst — JPMorgan Chase & Co. (NYC, NY)	2016–2018

Ben Brown

Co-Chief Executive Officer, XtreamInternet | Partner, Sharpline Capital

Ben Brown is Co-Chief Executive Officer of XtreamInternet and a Partner at Sharpline Capital, the digital-infrastructure investment firm through which XtreamInternet was acquired in 2023. As Co-CEO, he shares full operational responsibility for the company, with particular focus on marketing, financial planning and analysis, commercial strategy, and the company's legal, regulatory, insurance and systems functions across its Colorado fiber, bulk/multi-dwelling and fixed-wireless operations. He began his career in J.P. Morgan's Leveraged Finance group covering technology, media and telecommunications, advising on and executing capital raises and M&A—including viagogo's $4 billion acquisition of StubHub and the $14 billion take-private of McAfee's consumer business. He then joined StubHub, leading post-acquisition integration and cost-synergy initiatives and building partnership valuation and performance-reporting frameworks. Earlier finance roles included private-equity and junior-debt investing at Nuveen and M&A advisory at Houlihan Lokey.

PROFESSIONAL EXPERIENCE

Co-Chief Executive Officer — XtreamInternet (Denver, CO) 2023–Present

Partner — Sharpline Capital (Denver, CO) 2023–Present

Senior Manager, Business Development & Strategy (prev. Corporate Strategy) — StubHub (Los Angeles, CA) 2022–2023

Investment Banking Associate & Analyst, Leveraged Finance / TMT — J.P. Morgan (New York, NY) 2019–2022

Summer Analyst — Nuveen (PE & junior debt), Houlihan Lokey (M&A), Rapid Finance 2016–2018

EDUCATION

Bachelor of Business Administration, Finance — Wake Forest University

APPENDIX H

Application Form Section 10.a.: This disclosure is offered based on a reasonable internal inquiry regarding Nexus's owners, officers, and directors.

The attestation required by D.13-05-035, as described in Section 10.a of the Application Form, is provided by Mr. John "Trip" Williams, the Co-Chief Executive Officer of Nexus. By signing the verification accompanying the Application Form under penalty of perjury, and consistent with Rule 1.1 of the Commission's Rules of Practice and Procedure, Mr. Williams affirms the contents of these disclosures to the best of his knowledge.

APPENDIX I

Application Form Section 11.a: Nexus is not seeking approval of any specific construction plans through this Application. As explained in Appendix J, to the extent that Nexus seeks authority to construct that would require CEQA review, it proposes to utilize the 21-day advice letter process that has been adopted for many other CLECs.

Application Form Section 11.b: Nexus's potential competitors include each of the URF ILECs and potentially any CLEC in the state who is authorized to provide voice service, special access service, or other comparable services. Nexus notes that a list of possible competitors is accessible on the Commission's website at the following link: https://apps.cpuc.ca.gov/apex/f?p=102:1:0:. This is not an exhaustive list, as Nexus does not have knowledge of every company that may wish to offer services that might be considered a competitor to Nexus.

Application Form Section 11.c: As noted above, there are no current construction plans at issue in this Application.

Application Form Section 11.d: Nexus is not aware of any "franchises or health and safety permits" that are likely to be required in connection with the services identified in this Application.

Application Form Section 11.e: The Commission has previously explained that "[i]t is the policy of the . . . Commission that competition in the provision of local exchange telecommunications services is in the public interest."[6] The Commission has further stated that "[t]he Commission shall grant a Certificate of Public Convenience and Necessity (CPCN) to any applicant that possesses the requisite managerial qualifications, financial resources, and technical competence to provide local telecommunications services."[7] Nexus's operations will lead to more consumer choice and several competitive service offerings in California, starting in Marin County where Horizon's system is located, and expanding to other coastal, suburban, and some rural areas in the state. Therefore, granting this Application will be consistent with the public interest and, in fact, advance the public interest. Nexus meets the financial resource requirements as demonstrated in its financials and bank statements in **Exhibits 5** and **6**, as described further

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[6] D.95-07-054, Appendix A, § 1A.
[7] D.97-07-054, Appendix A, § 4A.

below. Nexus also has extensive managerial and technical expertise, as Nexus' management team has been operating Xtream in Colorado for the past three years with great success in growing fiber and fixed wireless access for underserved and unserved communities.

Application Form Section 11.f: Nexus is not proposing any immediate construction in connection with this Application, so no specific cost estimate is available at this time. The nature and extent of any future construction by Nexus will depend on various factors, and specific construction plans will be presented to the Commission as necessary to comply with the advice letter process administered by Energy Division.

Application Form Section 11.g: Nexus is a newly formed entity and, therefore, does not have audited financial statements as of the date of this Application. To demonstrate its financial ability to render service, Nexus is including a true and correct copy of the unaudited financials through May 31, 2026, attached herein as **Exhibit 5**. Nexus is a newly-formed entity, so it does not have audited financials or historical financials for any prior year.

Application Form Section 11.h: Nexus intends to provide its services and facilities with specific rates, terms, and conditions determined by individually negotiated contracts.

Application Form Section 11.i: Nexus is a newly formed entity and, therefore, does not have an Annual Report Statement at this point. Nexus, once granted the necessary certificate to operate in California, will provide Annual Report Statements as required.

Application Form Section 11.j: The number of customers that Nexus expects to attract in the short run will depend on many factors. In the mid-term and long-term, Nexus hopes to expand its customer base to many areas, in part by pursuing grant opportunities and acquisitions. While the relative success of this business plan cannot be known in advance, Nexus reasonably estimates that it can attract 50,000 customers within the first five years.

Exhibit 5

Confidential; redacted entirely

APPENDIX J

Application Form Section 5 (CEQA): Nexus has no immediate plans for construction, and thus it is not seeking approval of any specific construction plans through this Application. Therefore, there are no current or reasonably foreseeable California Environmental Quality Act ("CEQA") impacts from granting this Application. Several factors will determine the extent, location, and nature of Nexus's future construction, if any, including the progress of its business plan, whether existing facilities through which service could be delivered are available, and the nature and location of transport, middle mile, and backbone facilities on which its services may rely. Any construction that Nexus pursues is likely to fall within established CEQA exemptions. These exemptions include, but are not limited to, the following: (Class 1) the existing facilities exemption (Cal. Code Regs., Title 14, § 15301); (Class 2) the exemption for replacement or reconstruction (Cal. Code Regs., Title 14, § 15302); (Class 3) new construction or conversion of small structures (Cal. Code Regs., Title 14, § 15303); (Class 4) minor alterations to land (Cal. Code Regs., Title 14, § 15304) (Class 32) the infill exemption (Cal. Code Regs., Title 14 § 15332) (Class 32); and projects for which no possibility exists that the project will have a significant effect on the environment (Cal. Code Regs., Title 14, § 15061(b)(3)).

As the Commission has done with numerous prior CLEC applications, Nexus proposes that the Commission adopt the expedited review process described below for any future construction projects that Nexus may pursue. Specifically, Nexus proposes that the Commission adopt the following expedited review procedure with respect to any construction that Nexus proposes.

1. When Nexus identifies a construction project that it would like to undertake, Nexus would provide the Commission's Energy Division with:

a. A detailed description of the proposed project, including:

   i. Customer(s) to be served;

   ii. The precise location of the proposed construction project; and

   iii. Regional and local site maps.

b. A description of the environmental setting, including at a minimum:

    i. Cultural, historical, and paleontologic resources;

    ii. Biological resources; and

    iii. Current land use and zoning.

c. A construction workplan, including:

    i. Commission Preconstruction Survey Checklist Archaeological Resources;

    ii. Commission Preconstruction Survey Checklist—Biological Resources;

    iii. A detailed schedule of construction activities, including site restoration activities;

    iv. A description of construction/installation techniques;

    v. A list of other agencies contacted with respect to siting, land use planning, and environmental resource issues, including contact information; and

    vi. A list of permits required for the proposed project.

d. A statement of the CEQA exemption(s) claimed to apply to the proposed project; and

e. Documentation supporting the finding of exemption from CEQA.

2. The Commission's Energy Division will then review the submission and notify Nexus of either its approval or its denial of its claim for exemption from CEQA review within 21 days from the time that Nexus' submission is complete.

3. If the Commission's Energy Division approves Nexus's claimed CEQA exemption(s), the staff will prepare a Notice to Proceed ("NTP") and file a Notice of Exemption with the State Clearinghouse, Office of Planning and Research.

4. If the Commission's Energy Division disapproves Nexus's claimed CEQA exemptions, the staff will issue Nexus a letter which states the specific

reasons that the claimed CEQA exemptions do not apply to the proposed project.

5. If the Commission's Energy Division disapproves Nexus's claimed CEQA exemption(s), Nexus shall either re-design the specific project and facilities and then re-apply for a finding of exemption from CEQA, or file a formal application with the Commission seeking the requisite approval and full CEQA review, before commencing any full, facilities-based construction activities

The Commission has approved this procedure in connection with other facilities-based applications for CLEC authority.[8] This established process provides an efficient way to address CEQA compliance, while allowing Nexus the flexibility to make decisions on future construction projects as they arise. The process will provide for a streamlined identification of any project concerns and provide an optimized path to demonstrate that any projects proposed in the future fit within established CEQA exceptions. Nexus understands that this procedure is well established at the Commission, and that it provides benefits for both the Commission and the providers who are subject to it. The Commission should apply the same streamlined CEQA procedure to Nexus.

[8] *See, e.g.,* D.16-09-024 (eNetworks) at 3-7; D.12-05-009 (Ponderosa Cablevision) at 4-7; D.09-07-043 (Public Wireless, Inc.) at 3-7; D.07-04-045 (NextG Networks) at 3-6; D.06-04-063 (ClearLinx Network Corp.) at 3-7; D.06-04-067 at 3-7 (CA-CLEC LLC); D.13-07-032 (Vodex Communications Corporation) at 4-8; D.24-07-010 (Sierra Telephone Long Distance) at 7-8.

APPENDIX K

Nexus is providing a bank statement demonstrating its financial ability, included herein as **Exhibit 6**. This bank statement has been redacted to remove Nexus' account number. Nexus has at least $150,000 in available cash for its operations, as required to fulfill the "demonstration of financial ability" requirement under Rule 3.1(g) and D.95-07-054, Appendix A, Sections 4B(1) and 4B(4)(c). These funds are readily available to meet Nexus's startup expenses. The funds available are also more than sufficient to satisfy the requirement under D.93-05-010 that a prospective local exchange carrier be prepared to pay potential deposits to other local exchange carriers. Nexus certifies that the funds identified in **Exhibit 6** will remain unencumbered and available to fulfill the financial ability requirements and deposit requirements for at least 12 months following the issuance of a CPCN to Nexus. Nexus will finance any potential future construction projects using cash, anticipated revenues generated by its provision of services, equity investments, and/or debt.

Exhibit 6

Confidential; redacted entirely