

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

Docket No. A-41, Sub 22

In the Matter of)	
Joint Application of Bald Head Island	)	SHARPVUE CAPITAL, LLC'S
Transportation, Inc., and Bald Head	)	<u>SUPPLEMENTAL</u>
Island Ferry Transportation, LLC, for	)	RESPONSE TO VILLAGE OF
Approval of Transfer of Common Carrier	)	BALD HEAD ISLAND'S
Certificate to Bald Head Island Ferry	)	FIFTH MOTION TO
Transportation, LLC, and Permission to	)	COMPEL
Pledge Assets)	

Feb 20 2023

SharpVue Capital, LLC and all its affiliate entities, including Bald Head Island Ferry Transportation, LLC (referred to collectively as “SharpVue”), by and through its undersigned counsel, hereby provides this supplemental response in opposition to the Village of Bald Head Island (“the Village”)’s Fifth Motion to Compel (“the Motion”). Based on the Commission’s February 16, 2023 Order, SharpVue has provided an additional supplemental response to the Village’s Fifth Data Requests (attached as Exhibit A), to remove redactions that were made pursuant to the confidential – business trade secret designation, and provided documents and information that was ordered produced by the Commission’s February 16, 2023 Order. Based on the supplementations, and previous response to the Motion to Compel, SharpVue respectfully requests this motion be denied.

This the 18th day of February, 2023.

NEXSEN PRUET PLLC

By: /s/ David P. Ferrell
David P. Ferrell

NC Bar No. 23097
dferrell@nexsenpruet.com
4141 Parklake Avenue, Suite 200
Raleigh, North Carolina 27612
Tel.: (919) 755-1800
Fax: (919) 890-4540
Attorneys for SharpVue Capital, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing SHARPVUE CAPITAL, LLC'S SUPPLEMENTAL RESPONSE TO VILLAGE OF BALD HEAD ISLAND'S FIFTH MOTION TO COMPEL has been served this day upon all parties of record in this proceeding, or their legal counsel, by electronic mail.

This the 20th day of February, 2023.

By: /s/ David P. Ferrell

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

Docket No. A-41, Sub 22

In the Matter of		
Joint Application of Bald Head Island	)	SHARPVUE CAPITAL, LLC'S
Transportation, Inc., and Bald Head	)	<u>THIRD SUPPLEMENTAL</u>
Island Ferry Transportation, LLC, for	)	RESPONSES TO VILLAGE
Approval of Transfer of Common Carrier	)	OF BALD HEAD ISLAND'S
Certificate to Bald Head Island Ferry	)	FIFTH DATA REQUESTS
Transportation, LLC, and Permission to)	
Pledge Assets)	

SharpVue Capital, LLC ("SharpVue"), by and through its undersigned counsel, hereby provides this third supplemental response to the Village of Bald Head Island's Fifth Data Request to SharpVue Capital, LLC in the above-captioned docket; in light of the Commission's February 16, 2023 Order.

SharpVue objects to the Data Requests to the extent they seek information, documents, materials, support, and/or things protected from disclosure by the attorney-client privilege, confidential business trade secret information, the work-product doctrine, consulting expert privilege, and/or the common-interest privilege, and/or seek information beyond the regulated assets at issue herein. Inadvertent disclosure of any such information, documents materials, support, and/or things shall not operate as a waiver of any applicable privilege or immunity.

SharpVue provides these answers consistent with the Commission's December 30, 2022 Order in A-41, Sub 21 ("Sub 21 Order"). It is noted that the Sub 21 Order is on appeal to the Court of Appeals, and the result of the appeal could impact or change which

SharpVue affiliate company owns the various assets that are subject to the APA (see original application and prior responses to data requests for this alternative ownership structure).

The supplemental information provided herein are produced on the condition that they are held as “confidential attorneys’ eyes only” pursuant to the parties’ confidentiality agreement; and documents are not provided as a part of the public version. SharpVue reserves the right to object to the admissibility of any of these responses, in whole or in part, at any further proceeding of this matter, on any grounds, including but not limited to timeliness, materiality, relevance, and privilege.

RESPONSE TO DATA REQUESTS

1. Please produce any and all documents identified, referred to, or relied upon in preparing your response to the Village’s Fifth Set of Data Requests.

RESPONSE: Any documents have been previously produced, except for those objected to due to the information requested being a confidential business trade secret.

SUPPLEMENTAL RESPONSE: The documents that may responsive, like operating agreements, etc. have been previously provided to the Village in prior data requests. No documents that had not been previously requested were responsive to the request. The information and documents withheld as confidential business trade secrets have been previously requested in prior data requests; we’re just maintaining the same objection/confidentiality protection that we have previously raised. No new documents have been implicated by the requests. Also, see SHARPVUE 1399 - 1405. These documents are provided Confidential – Attorney’s Eyes Only.

SUPPLEMENTAL RESPONSE: See SHARPVUE Nos. 1012-1013 for the articles of organization and SHARPVUE Nos. 0831-0882 for the operating agreement for Pelican Legacy Holdings, LLC. These documents were previously produced, and the operating agreement was provided as “Confidential.”

See SHARPVUE 1108 to 1129 previously produced.

See SHARPVUE NOS. 1295-1300 previously produced. The Shared Services Agreement will be finalized and executed before closing occurs. This current but not final draft of the agreement is provided to the Public Staff as confidential and to the intervenors as “Confidential – Attorney’s Eyes Only.”

SHARPVUE 1053-1059, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC, for the management agreement. SHARPVUE 1015-1052, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC. SHARPVUE 1130-1294, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC.

SUPPLEMENTAL RESPONSE: See SHARPVUE 1015-1059; 1130-1300, provided as “Confidential – Attorneys’ Eyes Only.”

2. Refer to page 1 of the Amended Application for Transfer of Common Carrier Certificate (“Amended Application”). The Amended Application states that BHI Ferry Transportation, LLC (“BHIFT”) is managed by SharpVue Capital, LLC (“SharpVue Capital”). Please (a) describe the scope and extent of this management authority, (b) the duties that SharpVue Capital will perform in the exercise of its managerial authority, (c) the scope of SharpVue Capital’s authority under the managerial arrangement, (d) the terms under which it will be compensated for managerial services, and (e) identify and produce all documents specifying or otherwise relating to this management authority. If you contend that this information has been previously produced, please specify by data response number and bates number prior production.

RESPONSE:

a) The scope and extent of management authority will be similar to other privately held businesses, and largely consistent with current ownership.

SUPPLEMENTAL RESPONSE: Day-to-day management authority will be vested with the existing management team, which collectively has decades of experience with these assets and operations. Chad Paul and Shirley Mayfield have worked together overseeing the operations and

financial activity of the business for more than a decade, and Capt. Bion Stewart has remarkable maritime operational experience. SharpVue will work closely with existing management, who will continue to oversee BHIFT, and participate in making major operating and capital decisions. Given strong existing relationships between SharpVue and existing management, we anticipate that major decisions will be made collaboratively. Users are unlikely to notice any change as a result of the change in ownership. SharpVue's primary role is as an investor and not day-to-day management.

SUPPLEMENTAL RESPONSE: See SHARPVUE Nos. 1012-1013 for the articles of organization and SHARPVUE Nos. 0831-0882 for the operating agreement for Pelican Legacy Holdings, LLC. These documents were previously produced, and the operating agreement was provided as "Confidential."

See SHARPVUE 1108 to 1129 previously produced.

See SHARPVUE NOS. 1295-1300 previously produced. The Shared Services Agreement will be finalized and executed before closing occurs. This current but not final draft of the agreement is provided to the Public Staff as confidential and to the intervenors as "Confidential – Attorney's Eyes Only."

SHARPVUE 1053-1059, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC, for the management agreement. SHARPVUE 1015-1052, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC. SHARPVUE 1130-1294, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC.

SUPPLEMENTAL RESPONSE: See SHARPVUE 1015-1059; 1130-1300, provided as "Confidential – Attorneys' Eyes Only."

b) The duties that SharpVue Capital will perform will be substantially similar to those of current ownership.

SUPPLEMENTAL RESPONSE: SharpVue will work closely with existing management, who will continue to oversee BHIFT, and participate in making major operating and capital decisions. Given

strong existing relationships between SharpVue and existing management, we anticipate that major decisions will be made collaboratively. Users are unlikely to notice any change as a result of the change in ownership. SharpVue's primary role is as an investor and not day-to-day management.

SUPPLEMENTAL RESPONSE: See SHARPVUE Nos. 1012-1013 for the articles of organization and SHARPVUE Nos. 0831-0882 for the operating agreement for Pelican Legacy Holdings, LLC. These documents were previously produced, and the operating agreement was provided as "Confidential."

See SHARPVUE 1108 to 1129 previously produced.

See SHARPVUE NOS. 1295-1300 previously produced. The Shared Services Agreement will be finalized and executed before closing occurs. This current but not final draft of the agreement is provided to the Public Staff as confidential and to the intervenors as "Confidential – Attorney's Eyes Only."

SHARPVUE 1053-1059, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC, for the management agreement. SHARPVUE 1015-1052, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC. SHARPVUE 1130-1294, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC.

SUPPLEMENTAL RESPONSE: See SHARPVUE 1015-1059; 1130-1300, provided as "Confidential – Attorneys' Eyes Only."

c) Please refer to response 2(a).

d) Objection as the information requested is a confidential business trade secret.

SUPPLEMENTAL RESPONSE: See SHARPVUE Nos. 1012-1013 for the articles of organization and SHARPVUE Nos. 0831-0882 for the

operating agreement for Pelican Legacy Holdings, LLC. These documents were previously produced, and the operating agreement was provided as “Confidential.”

See SHARPVUE 1108 to 1129 previously produced.

See SHARPVUE NOS. 1295-1300 previously produced. The Shared Services Agreement will be finalized and executed before closing occurs. This current but not final draft of the agreement is provided to the Public Staff as confidential and to the intervenors as “Confidential – Attorney’s Eyes Only.”

SHARPVUE 1053-1059, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC, for the management agreement. SHARPVUE 1015-1052, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC. SHARPVUE 1130-1294, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC.

SUPPLEMENTAL RESPONSE: See SHARPVUE 1015-1059; 1130-1300, provided as “Confidential – Attorneys’ Eyes Only.”

e) Objection as the information requested is a confidential business trade secret.

SUPPLEMENTAL RESPONSE: See SHARPVUE Nos. 1012-1013 for the articles of organization and SHARPVUE Nos. 0831-0882 for the operating agreement for Pelican Legacy Holdings, LLC. These documents were previously produced, and the operating agreement was provided as “Confidential.”

See SHARPVUE 1108 to 1129 previously produced.

See SHARPVUE NOS. 1295-1300 previously produced. The Shared Services Agreement will be finalized and executed before closing occurs. This current but not final draft of the agreement is provided to the Public Staff as confidential and to the intervenors as “Confidential – Attorney’s Eyes Only.”

SHARPVUE 1053-1059, which were previously provided to the

Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC, for the management agreement. SHARPVUE 1015-1052, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC. SHARPVUE 1130-1294, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC.

SUPPLEMENTAL RESPONSE: See SHARPVUE 1015-1059; 1130-1300, provided as “Confidential – Attorneys’ Eyes Only.”

3. Refer to Exhibit B to the Amended Application, which depicts regulated ferry/tram, tug/barge, and parking businesses under the BHIFT entity.
 - a. Please confirm that post-consummation, BHIFT will operate the ferry/tram, tug/barge, and parking businesses.
 - b. Specify BHIFT’s ownership, if any, of the assets comprising the regulated ferry/tram, tug/barge, and parking businesses post-consummation.
 - c. Specify the SharpVue entity (or entities) that will have decision making authority with respect to rates and service conditions for each of the regulated ferry/tram, tug/barge, and parking businesses.
 - d. In response to question 2 of the Village’s Third Data Requests to SharpVue, SharpVue specified the ownership of the specified transportation assets post-consummation. Please confirm whether this response remains accurate. If it does not, please specify the current ownership plans for each of the assets specified in Village DR 3-2.

RESPONSE:

- a) **Confirmed.**
- b) **BHIFT will own 100% of these assets.**
- c) **Rates for these operations are presently regulated by the NCUC. As with current ownership, service conditions will continue to be overseen by the in-place management team. BHIFT will be managed by Pelican Legacy Holdings, LLC.**
- d) **The current ownership plans for each of the assets specified in Village DR 3-2 would be:**

- a. the Deep Point parking facilities (tangible assets, if any) – Bald Head Island Ferry Transportation, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC. The Deep Point parking facilities (real estate) – Pelican Real Property, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC.
 - b. the Deep Point ferry terminal - Pelican Real Property, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC.
 - c. the island ferry terminal - Pelican Real Property, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC.
 - d. any Deep Point real estate other than the Deep Point parking facilities – Pelican Real Property, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC.
 - e. the tram assets - Bald Head Island Ferry Transportation, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC.
 - f. the ferry boats - Bald Head Island Ferry Transportation, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC.
4. Please specify the person or persons who will have the ultimate decision making for each of BHIFT and Pelican Legacy Holdings, LLC and identify all documents establishing such authority.

RESPONSE: [BEGIN AEO CONFIDENTIAL] [END AEO CONFIDENTIAL] Certain corporate documents have been previously provided, and some were objected to and withheld due to the information requested being a confidential business trade secret. This response to Data Request 5-4 is provided Confidential – Attorney’s Eyes Only.

SUPPLEMENTAL RESPONSE: See SHARPVUE Nos. 1012-1013 for the articles of organization and SHARPVUE Nos. 0831-0882 for the operating agreement for Pelican Legacy Holdings, LLC. These documents were previously produced, and the operating agreement was provided as “Confidential.”

See SHARPVUE 1108 to 1129 previously produced.

See SHARPVUE NOS. 1295-1300 previously produced. The Shared Services Agreement will be finalized and executed before closing occurs. This current but not final draft of the agreement is provided to the Public Staff as confidential and to the intervenors as “Confidential – Attorney’s Eyes Only.”

SHARPVUE 1053-1059, which were previously provided to the Public Staff as confidential – business trade secret, with the understanding that the information is being provided as confidential and will not be distributed beyond the Public Staff and NCUC, for the management agreement.

SUPPLEMENTAL RESPONSE: See SHARPVUE 1015-1059; 1130-1300, provided as “Confidential – Attorneys’ Eyes Only.”

5. Please identify the “Terminal Lease” referred to in paragraph 16 of the Amended Application, the entity that will be acquiring this lease, and state whether any amendments are contemplated to this lease.

RESPONSE: BHIFT will be the lessee for the Terminal Lease, which is currently part of the utility rate base. Pelican Real Property will be the lessor of the Terminal Lease. This application does not contemplate any amendments to the lease. To the extent paragraph 16 of the Amended Application is not clear on this point, this response hereby supplements paragraph 16 of the Amended Application.

6. Refer to paragraph 17 of the Amended Application, which has been revised to state that SharpVue has “reached agreement” with the management of current BHIT and BHIL operations. Provide a full and complete summary of the terms and conditions of this agreement and provide a copy of the document(s) evidencing this agreement.

RESPONSE: This agreement is neither final nor documented; but SharpVue has asked the current management of BHIT and BHIL to stay in their current roles and they have agreed. This response to Data Request 5-6 is provided Confidential – Attorney’s Eyes Only.

SUPPLEMENTAL RESPONSE: [BEGIN AEO CONFIDENTIAL] [END AEO CONFIDENTIAL] This supplemental response to Data Request 5-6 is provided Confidential – Attorney’s Eyes Only.

7. Please specify the SharpVue entity referred to in each of paragraphs 28, 29, 32, 33, and 37 of the Amended Application.

RESPONSE:

28) Pelican Legacy Holdings, LLC

29) Bald Head Island Ferry Transportation, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC

32) Pelican Legacy Holdings, LLC

33) Bald Head Island Ferry Transportation, LLC, which is 100% owned and controlled by Pelican Legacy Holdings, LLC

37) Pelican Legacy Holdings, LLC

8. Refer to paragraph 19 of the Amended Application. Identify the SharpVue entity (entities) that is (are) seeking authority to pledge assets and for each such entity, specify the assets to be pledged and the terms (including, minimally, the amount of the loan, the payback schedule for the loan, the term of the loan, and the interest rate of the loan) of the proposed transition to be secured by the pledge. Identify all documents relating to the proposed pledge of assets.

RESPONSE: Pelican Legacy Holdings, LLC is seeking authority to pledge assets related to both regulated and unregulated operations, including those regulated assets held by its 100% owned subsidiaries. Objection regarding the terms of such pledge as the information requested is a confidential business trade secret.

SUPPLEMENTAL RESPONSE: Information was previously provided to the Public Staff as confidential business trade secret and will not to be distributed beyond the Public Staff and NCUC: the term of the loan is expected to be ■ years; the interest rate is expected to be ■. After ■ years, amortization is expected to be calculated based on a ■ amortization period. SharpVue maintains its objection.

SUPPLEMENTAL RESPONSE: ■

9. What are the expected financial terms for the third-party debt SharpVue will use to finance transaction (e.g., term of loan, interest rate, payment schedule, etc.)? Identify all documents setting forth or summarizing this expected terms.

RESPONSE: Objection regarding the financial terms and related documents as the information requested is a confidential business trade secret.

SUPPLEMENTAL RESPONSE: Information was previously provided to the Public Staff as confidential business trade secret and will not to be

distributed beyond the Public Staff and NCUC: the term of the loan is expected to be [REDACTED] years; the interest rate is expected to be [REDACTED]. After [REDACTED] years, amortization is expected to be calculated based on a [REDACTED] amortization period. SharpVue maintains its objection.

SUPPLEMENTAL RESPONSE: [REDACTED]

10. Has the Asset Purchase Agreement between the parties been amended since the Commission's December 30, 2022 ruling in Docket No. A-41, Sub 21? If so, please identify the amendments and provide the amended terms. Please supplement this response should the agreement be amended after your initial response to this request.

RESPONSE: No, the APA has not been amended since the Commission's December 30, 2022 ruling in Docket No. A-41, Sub 21.

SUPPLEMENTAL RESPONSE: The APA was amended on February 10, 2023. The Second Amendment (previously provided and filed with the NCUC on Dec 22, 2023) and the Third Amendment are attached hereto, SHARPVUE 1399 - 1405. These documents are provided Confidential – Attorney's Eyes Only.

11. Refer to paragraph 37 of the Amended Application:
- Please provide operating and capital budgets for the next five years that reflect how SharpVue plans to repair, retrofit, upgrade, and/or replace the transportation assets (including ferry/tram, barge/tug, and parking) ("Transportation Assets").
 - Please identify known capital needs relating to the Transportation Assets, including projected costs associated with such needs.
 - With regards to SharpVue's commitment to evaluate and implement improved baggage handling operations, please specify the actions which SharpVue is committing to.
 - With regards to SharpVue's commitment to evaluate ferry replacement, please specify the actions SharpVue is committing to.

RESPONSE:

- a) **Operating and capital budgets will be assessed post-transaction in a manner substantially similar to past projections by current ownership.**
 - b) **Capital needs will be assessed post-transaction in a manner substantially similar to past projections by current ownership.**
 - c) **SharpVue will act to support current baggage handling operations and evaluate opportunities for improvement over the first year of ownership.**
 - d) **The needs of the ferry fleet will be assessed post-transaction in a manner substantially similar to past projections by current ownership.**
12. Please refer to paragraph 38 of the Amended Application and page 7, lines 21-22 through page 8, line 1 of the Amended Direct Testimony of Lee H. Roberts. Please: (a) explain why SharpVue is no longer committing that it will not seek to recover acquisition premiums related to this transaction from users of the regulated transportation services, and (b) specify the amount of acquisition premium that SharpVue will now seek to recover from transportation system users. For purposes of this response, “acquisition premium” refers to the difference between purchase price and historic or net book value of the acquired assets.

RESPONSE:

- a) **For the purposes of the reference in the Amended Application and this response, SharpVue refers to the “acquisition premium” as the difference between the price paid for a target company in a merger or acquisition and the target’s assessed market value.¹ The term “acquisition premium” does not apply to this transaction.**
- b) **As described in the response to 12(a), an “acquisition premium” does not apply to this transaction.**

SUPPLEMENTAL RESPONSE: How the Intervenor may choose to define the term acquisition premium for its purposes is not relevant to the issues to be decided by the Commission nor reasonably calculated to lead to the discovery of admissible evidence. As explained by the Public Staff in its Response to the Village’s Motion to Hold Proceeding in Abeyance,

[A]s the Commission has already ordered existing rates to remain in effect pending a future rate case, the Public Staff does not believe it is necessary to establish rate base in this proceeding.

¹ <https://corporatefinanceinstitute.com/resources/equities/acquisition-premium/>

Without waiving this objection, the Applicants' position is that the purchase price represents the fair market value of the asset, consistent with appraisals and standard business valuation practice, that there is no good will included in the purchase price, and that therefore there is no "acquisition premium" as that term is generally used in the transaction context. Therefore, SharpVue has performed no calculation of the difference of purchase price and historic or net book value of the acquired assets. If the Intervenor wishes to perform such calculation for whatever relevance it believes such a calculation may have, with such relevance being specifically denied, it has the information to do so.

Finally, any further response would require legal conclusions beyond the scope of permissible discovery, and therefore no further response is required.

13. With regards to "acquisition premium" as defined in the prior request:
- a. Explain how SharpVue plans to treat goodwill associated with the transfer for financial accounting purposes. Please provide journal entries that illustrate how the transfer will be recorded by SharpVue.
 - b. Provide a calculation of the how the estimated acquisition premium will be allocated among the regulated and unregulated assets comprising the purchased assets, specifically including the ferry/tram, parking, and barge/tug assets.
 - c. Provide a detailed calculation of the estimated acquisition premium for the Transportation Assets (separate for each business) as of December 31, 2021. Identify all documents relating to this calculation and provide copies of same (including any spreadsheets in excel format with operating functions intact).

RESPONSE:

- a) **There is no goodwill contemplated with this transaction.**
 - b) **See 12(a), 12(b), and 13(a).**
 - c) **See 12(a), 12(b), and 13(a).**
14. Please refer to the Rebuttal Testimony of Kevin O'Donnell in Docket No. A-41, Sub 21, at Rebuttal Exhibit KWO-1. Please admit that the following from Rebuttal Exhibit KWO-1 is an accurate summary of rate base for the respective operations as of December 31, 2021. To the extent that you are unwilling or unable to make this admission, please explain in detail any disagreement with this analysis and provide SharpVue's calculation or analyses (in excel format

with operating functions intact) of the rate base for the transportation assets. Identify all documents relating to this calculation or analysis.

	Parking Facilities	Barge Facilities	BHI Ferry Transportation
Plant in Service	\$10,225,330	\$2,765,525	\$6,737,006
Less: Accumulated Depreciation	(\$6,447,301)	(\$1,406,191)	(\$3,597,515)
Net Plant in Service	\$3,778,029	\$1,359,334	\$3,139,491
Cash Working Capital (formula approach)	\$184,012	\$87,967	\$794,304
Tax Accruals (formula approach)	(\$3,066)	(\$1,866)	(\$70,188)
Accumulated Deferred Taxes	\$0	\$0	(\$14,350)
Total Rate Base	\$3,958,975	\$1,445,434	\$3,849,258

RESPONSE: Objection, the request refers to speculative information not in the record in the Sub 22 proceeding and not from any witness proffered by the Village in the Sub 22 proceeding. Notwithstanding the objection, SharpVue does not admit, and reserves the right to respond to any testimony submitted in the Sub 22 proceeding regarding this topic.

15. What is SharpVue's current valuation of the Transportation Assets? Has your valuation of the transportation assets changed since the Commission's ruling on the regulatory status of the parking and barge operations in Docket No. A-41, Sub 21? Please explain why your valuation has or has not changed. Please provide any analyses or models (in excel format with operating functions) supporting your current valuation of the transportation assets and identify all documents supporting this valuation.

RESPONSE: SharpVue Capital and its affiliates plan to acquire all of the assets of BHIT and a significant portion of the remaining assets of BHIL for a total purchase price of \$67.2 million, as detailed in the APA. As detailed in earlier responses in this data request, the APA has not been amended since the entry of the Order in Sub 21. The current ruling under Docket No. A-41, Sub 21 does not provide sufficient detail to determine potential implications to future cash flows. As a result, we are unable to speculate about any potential valuation adjustment. Regarding a request for financial models, objection as the information is a confidential business trade secret.

SUPPLEMENTAL RESPONSE: SharpVue has not run any analyses or models regarding valuation since the Commission's ruling on the regulatory status of the parking and barge operations in Docket No. A-41, Sub 21, so it has no responsive documents. Subject to SharpVue's prior objection regarding business trade secret information, SharpVue will subsequently disclose if such an analysis or model is run.

The Parking Facilities

16. Please describe your plans for operating the parking facilities.

RESPONSE: The parking facilities will be operated in a manner substantially similar to that of current ownership.

17. Please describe any plans or discussions about future changes to the existing parking assets, including improvements (e.g., expanded parking, building a parking deck, using shuttles, etc.) as well as the disposition of parking assets. Please provide any analyses of how these changes will affect parking customers.

RESPONSE: The parking facilities will be operated in a manner substantially similar to that of current ownership. As no material changes to parking operations are anticipated, we do not anticipate material changes for parking customers.

18. To the extent SharpVue plans to increase ferry ridership, please provide any analyses or studies on the expected impact that increased ferry ridership will have on the availability of parking spaces. Please describe any investments or improvements that SharpVue intends to make to provide additional parking spaces for the additional ferry passengers.

RESPONSE: SharpVue believes ferry ridership will increase in-line with historical averages. It is possible that this will increase parking utilization. We anticipate that, consistent with current operations, the parking area will only approach maximum capacity during holiday weekends and other periods of historically high parking usage. We anticipate continuing maintenance of existing facilities, consistent with BHIL's current management practices.

19. Please describe SharpVue's experience owning or operating parking facilities.

RESPONSE: The majority of SharpVue's real estate investments have parking lots which SharpVue owns and maintains. SharpVue will partner with existing management and employees to oversee day to day parking operations. The current management team has many years of direct experience operating parking facilities.

20. Please describe your plans to finance and fund the parking operations, to the extent those plans differ from general plan to fund ferry and tram operations.

RESPONSE: The acquisition of the parking and the ferry and tram operations are contemplated in the same transaction. The investment is being made at the transaction level.

21. Does you have any plans to introduce electronic ticketing or reservations for the parking facilities? If so, please describe your plans.

RESPONSE: We will coordinate with current management and employees to study electronic ticketing and reservation systems for parking operations.

22. Are the investors in the parking facilities the same as the investors in the ferry? If they differ, please explain how.

RESPONSE: Yes.

The Barge

23. Please describe your plans for operating the barge.

RESPONSE: The barge facilities will be operated in a manner substantially similar to that of current ownership.

24. Please describe SharpVue's experience owning or operating barges, if any.

RESPONSE: SharpVue will partner with existing management and employees to oversee day to day barge operations. The current management team has many years of direct experience operating barges.

25. Please describe your plans to finance and fund the barge, to the extent those plans differ from general plan to fund ferry and tram operations.

RESPONSE: The acquisition of the barge and the ferry and tram operations are contemplated in the same transaction. The investment is being made at the transaction level.

26. Are the investors in the barge the same as the investors in the ferry? If they differ, please explain how.

RESPONSE: Yes.

27. Does you have any plans to introduce electronic ticketing or reservations for the barge? If so, please describe your plans.

RESPONSE: We will coordinate with current management and employees to study electronic ticketing and reservation systems for barge operations.

This the 18th day of February, 2023.

NEXSEN PRUET PLLC

By: /s/ David P. Ferrell
David P. Ferrell
NC Bar No. 23097
dferrell@nexsenpruet.com
4141 Parklake Avenue, Suite 200
Raleigh, North Carolina 27612
Tel.: (919) 755-1800
Fax: (919) 890-4540
Attorneys for SharpVue Capital, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing SHARPVUE CAPITAL, LLC'S THIRD SUPPLEMENTAL RESPONSES TO THE VILLAGE OF BALD HEAD ISLAND'S FIFTH DATA REQUESTS has been served this day upon all parties of record in this proceeding, or their legal counsel, by electronic mail.

This the 20th day of February, 2023.

By: /s/ David P. Ferrell