

For Immediate Release – August 2, 2018

Contact: Jodi Lacey
Public Information Officer
laceyjl@co.larimer.co.us
(970) 498-7206



Clifford E. Riedel
District Attorney
Larimer & Jackson Counties

August 2, 2018

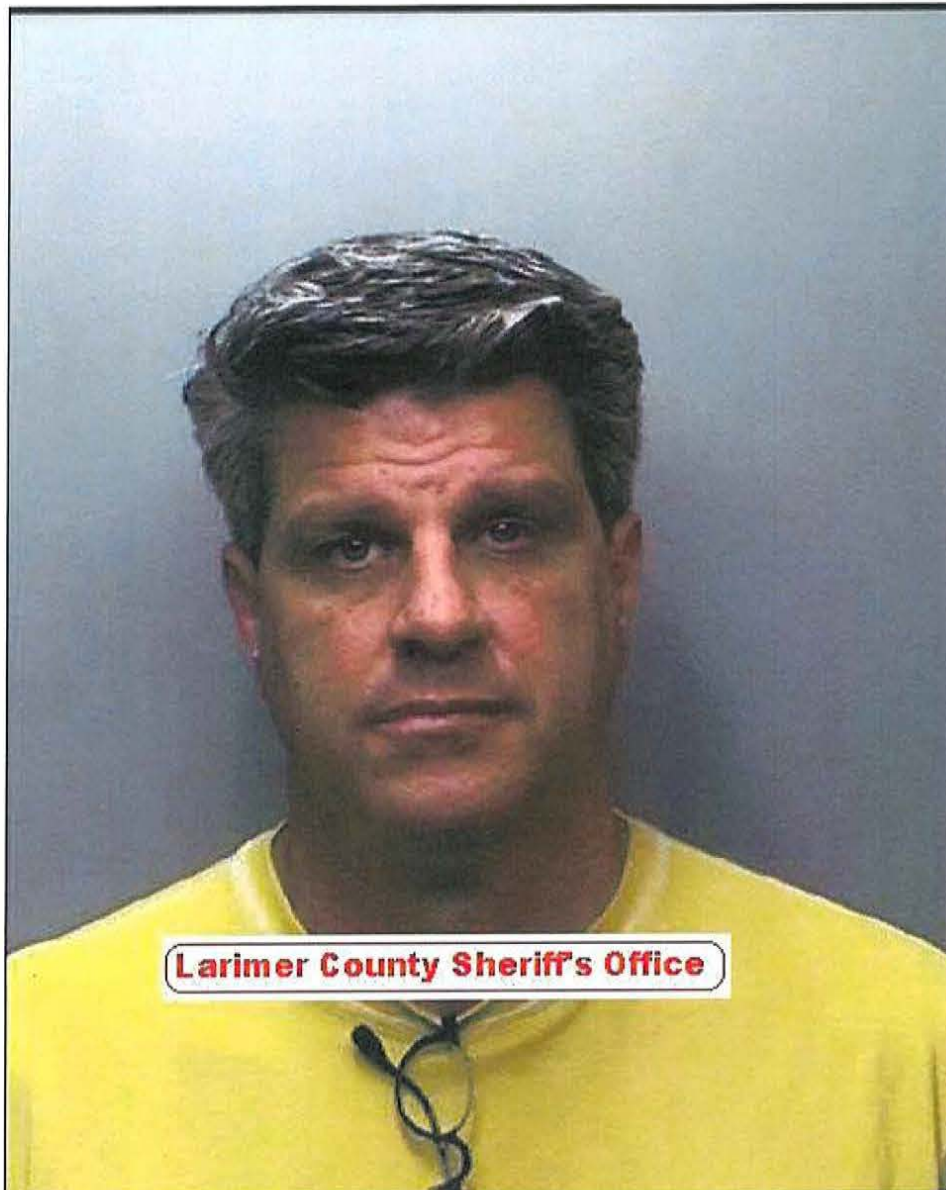
On July 25, 2018, the Larimer County Grand Jury completed a nine-month long investigation and returned a forty-one count Indictment charging six individuals with criminal offenses including violations of the Colorado Organized Crime Control Act ("COCCA"), Theft, Conspiracy to Commit Theft, Money Laundering, Forgery, Conspiracy to Commit Forgery, Tax Evasion, Filing a False Tax Return, and Failure to File or Pay a Tax.

The Indictment was the result of a joint investigation between the members of the Grand Jury, the Larimer County Sheriff's Office, the Colorado Department of Revenue, and the District Attorney's office.

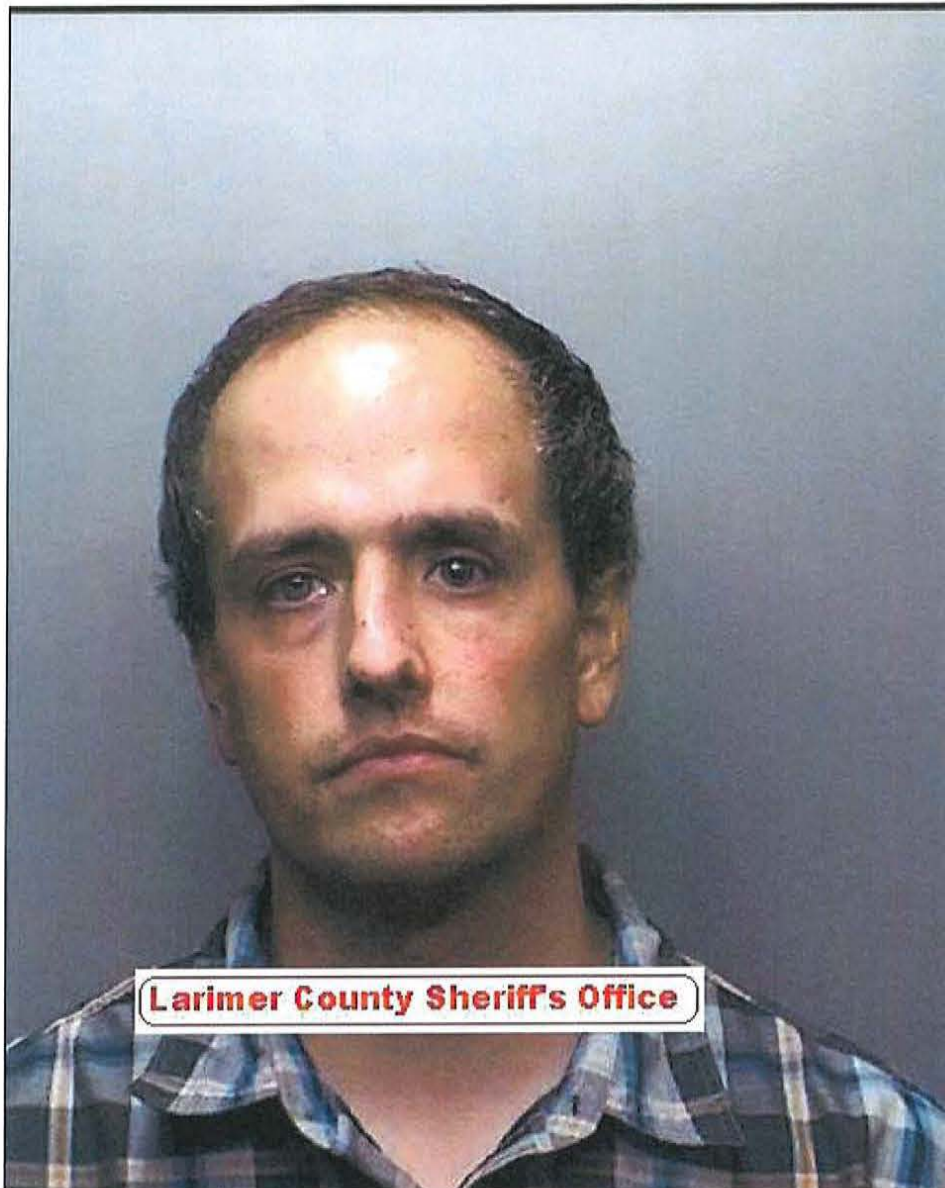
The Indictment was presented to the presiding Judge and arrest warrants were issued for the six charged individuals. Each of the defendants surrendered to the Larimer County Sheriff's Office and subsequently posted bond. Booking photos of the six individuals are attached.

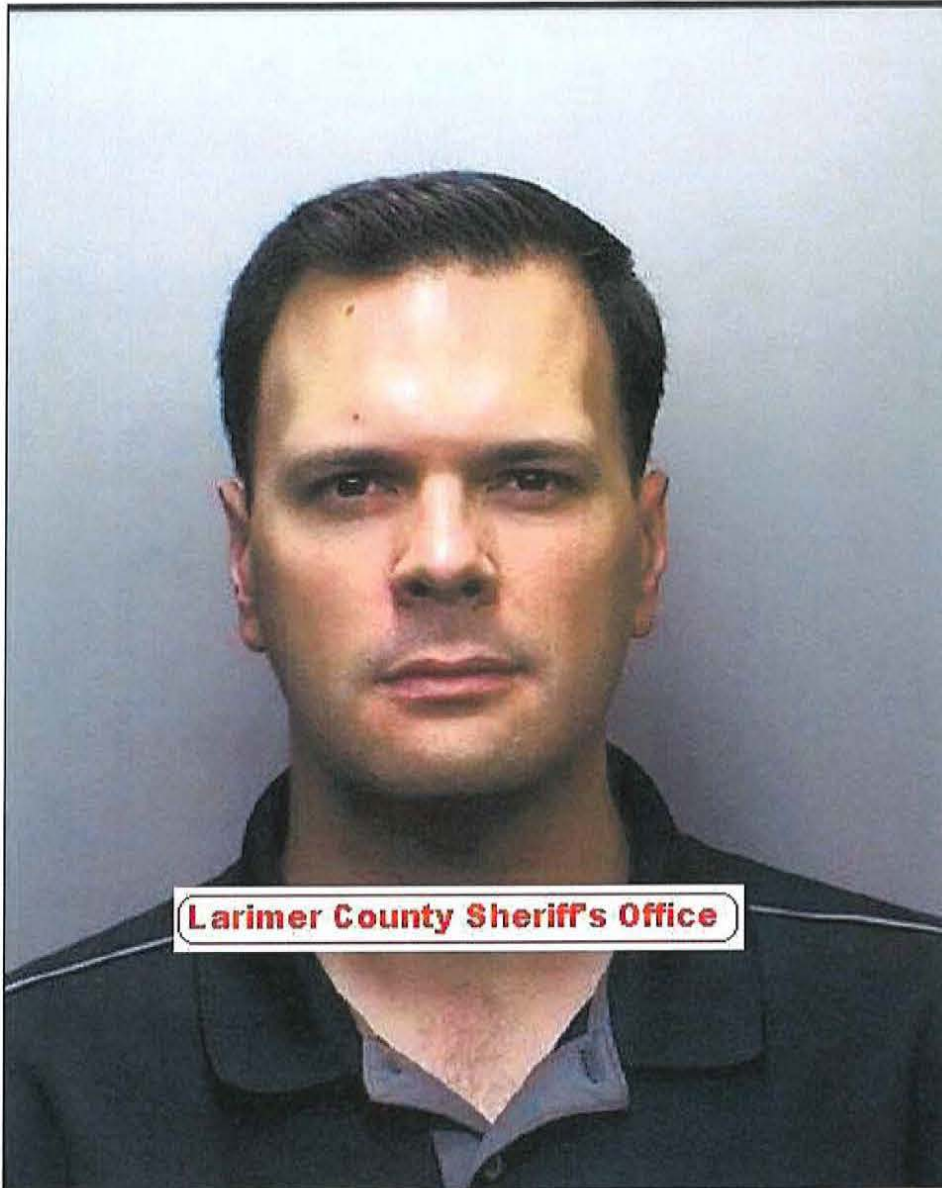
The Indictment document is also attached. For further information regarding the facts underlying the criminal charges, please see the Indictment.

The charges in the Indictment are only an accusation and each defendant is presumed innocent until, and unless, proven guilty.













DISTRICT COURT; LARIMER COUNTY, COLORADO 201 La Porte Avenue Fort Collins, CO 80521-2761 (970) 498-6100	FILED IN CLERK'S OFFICE LARIMER COUNTY, CO JUL 25 2018 ▲ COURT USE ONLY ▲
Plaintiff: THE PEOPLE OF THE STATE OF COLORADO Defendants: Benjamin Eugene Davenport Kirk Adam Smith Stephanie A Johnson Christopher Reppert Jeremy L. Pond Jason Lewis	Case Number: Grand Jury No.: 17CR1 Div.: Ctrm:
INDICTMENT	

COUNT 1: VIOLATION OF COLORADO ORGANIZED CRIME CONTROL ACT, 18-17-104(3), C.R.S. (F2) ("COCCA") <37284>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 2: CONSPIRACY TO COMMIT THEFT, 18-4-401(1),(2)(i);18-2-201, C.R.S. (F4) <08A16C>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Jeremy L. Pond, Jason Lewis

COUNT 3: THEFT, 18-4-401(1),(2)(d), C.R.S. (F3) <0801V>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 4: THEFT, 18-4-401(1),(2)(h), C.R.S. (F4) <08A15>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 5: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 6: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 7: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 8: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 9: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 10: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 11: MONEY LAUNDERING, 18-5-309(1)(a)(II), C.R.S. (F3) <12212>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 12: VIOLATION OF COLORADO ORGANIZED CRIME CONTROL ACT, 18-17-104(3), C.R.S. (F2) ("COCCA") <37284>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 13: CONSPIRACY TO COMMIT THEFT, 18-4-401(1),(2)(i); 18-2-201, C.R.S. (F4) <08A16C>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 14: CONSPIRACY TO COMMIT FORGERY, 18-5-102(1)(c); 18-2-201, C.R.S. (F6) <1001CC>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 15: THEFT, 18-4-401(1),(2)(f), C.R.S. (F6) <08A13>

-Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson

COUNT 16: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 17: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 18: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 19: THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert

COUNT 20: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 21: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 22: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 23: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 24: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 25: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 26: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 27: FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>
-Benjamin Eugene Davenport, Kirk Adam Smith

COUNT 28: FORGERY, 18-5-102(1)(d), C.R.S. (F5) <1001D>
-Benjamin Eugene Davenport, Kirk Adam Smith, Christopher Reppert

COUNT 29: MONEY LAUNDERING, 18-5-309(1)(a)(II), C.R.S. (F3) <12212>
-Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson

COUNT 30: TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>
-Benjamin Eugene Davenport

COUNT 31: FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>
-Benjamin Eugene Davenport

COUNT 32: TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>
-Kirk Adam Smith

COUNT 33: FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>
-Kirk Adam Smith

COUNT 34: TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>
-Stephanie A Johnson

COUNT 35: FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>

-Stephanie A. Johnson

COUNT 36: TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

-Christopher Reppert

COUNT 37: FAILURE TO FILE RETURN OR PAY TAX, 39-21-118(3), C.R.S. (M) <40023>

-Christopher Reppert

COUNT 38: TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

-Jeremy L. Pond

COUNT 39: FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>

-Jeremy L. Pond

COUNT 40: TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

-Jason Lewis

COUNT 41: FAILURE TO FILE RETURN OR PAY TAX, 39-21-118(3), C.R.S. (M) <40023>

-Jason Lewis

The Grand Jury presents the within Indictment and the same is ordered filed.

Dated this 25th day of July, 2018.



Stephen E. Howard
Presiding Judge
Larimer County District Court

COUNT ONE

VIOLATION OF COLORADO ORGANIZED CRIME CONTROL ACT, 18-17-104(3), C.R.S. (F2) ("COCCA") <37284>

Between and including April 1, 2012 and December 31, 2015, Benjamin Eugene Davenport, Kirk Adam Smith, and Stephanie A. Johnson, while employed by or associated with an enterprise, namely: a group of individuals associated in fact, although not a legal entity; and Blue Point Pellets, LLC, Blue Point Pellets, ApS, Denmark, Pilot Holdings, LLC, Noble Height Holdings, LLC, Noble Height Ventures, LLC, Ankor Solutions, Kingdom Fuels, LLC, Smith Holdings, LLC, Davenport Holdings, LLC, Primestone Development, LLC, and Eden Pellets, LLC, unlawfully, feloniously, and knowingly conducted or participated, directly or indirectly, in the enterprise through a pattern of racketeering activity; in violation of sections 18-17-104(3) and 18-17-105, C.R.S.

The Enterprise

The enterprise alleged in this count (the "BPP Enterprise") was a group of individuals who were both associated in fact and associated with multiple legal entities. The enterprise included, but was not limited to, the following: Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Jeremy L. Pond and Jason Lewis, and other persons known or unknown to the Grand Jury, who were associated from time to time in racketeering activity that was related to the conduct of the enterprise. The enterprise also included but was not limited to the following legal entities: Blue Point Pellets, LLC, Blue Point Pellets, ApS, Denmark, Pilot Holdings, LLC, Noble Height Holdings, LLC, Noble Height Ventures, LLC, Ankor Solutions, Kingdom Fuels, LLC, Smith Holdings, LLC, Davenport Holdings, LLC, Primestone Development, LLC and Eden Pellets, LLC, and other entities known or unknown to the Grand Jury.

Pattern of Racketeering Activity

For purposes of this count one, Benjamin Eugene Davenport, Kirk Adam Smith, and Stephanie A. Johnson and others known and unknown to the Grand Jury, directly and in concert, engaged in, attempted to engage in, conspired to engage in, or solicited another to engage in at least two predicate acts, and any lesser included offenses as permitted in C.R.S. §18-17-103, related to the conduct of the enterprise, at least one of which took place in the State of Colorado after July 1, 1981 and the last of the acts of racketeering activity occurring within ten years after a prior act of racketeering activity and include the acts described in counts 2 through 11 (Predicate Acts A-J), and the following additional acts: Wire Fraud, 18 U.S.C. §1961(1)(B) (Predicate Act K).

For the purposes of this indictment, the criminal charges are numbered as separate counts and those criminal charges which are also alleged as predicate acts in support of the COCCA charges are set out by letter immediately following the numbered count (e.g., "COUNT TWO (Predicate Act A)").

COUNT TWO (Predicate Act A)

CONSPIRACY TO COMMIT THEFT, 18-4-401(1),(2)(i); 18-2-201, C.R.S. (F4) <08A16C>

Between and including May 1, 2012 to June 30, 2016, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Jeremy L. Pond and Jason Lewis, with the intent to promote or facilitate the commission of the crime of theft, unlawfully and feloniously agreed with each other, and a person or persons to the Grand Jury unknown that one or more of them would engage in conduct which constituted that crime or an attempt to commit that crime, or agreed to aid the other person or persons in the planning or commission or attempted commission of that crime, and an overt act in pursuance of the conspiracy was committed by one or more of the conspirators, and the value of the thing or things of value was one hundred thousand dollars or more but less than one million dollars; in violation of sections 18-4-401(1),(2)(i) and 18-2-201, C.R.S.

COUNT THREE (Predicate Act B)

THEFT, 18-4-401(1),(2)(d), C.R.S. (F3) <0801V>

Between and including July 1, 2012 and December 31, 2012 Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(d), C.R.S.

COUNT FOUR (Predicate Act C)

THEFT, 18-4-401(1),(2)(h), C.R.S. (F4) <08A15>

Between and including January 1, 2013 and June 30, 2013, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(h) C.R.S.

COUNT FIVE (Predicate Act D)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

Between and including July 1, 2013 and December 31, 2013, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point

Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT SIX (Predicate Act E)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

Between and including January 1, 2014 and June 30, 2014, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT SEVEN (Predicate Act F)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

Between and including July 1, 2014 and December 31, 2014, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT EIGHT (Predicate Act G)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

Between and including January 1, 2015 and June 30, 2015, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean

Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT NINE (Predicate Act H)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

Between and including July 1, 2015 and December 31, 2015, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT TEN (Predicate Act I)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

Between and including January 1, 2016 and June 30, 2016, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT ELEVEN (Predicate Act J)

MONEY LAUNDERING, 18-5-309(1)(a)(II), C.R.S. (F3) <12212>

Between and including July 1, 2012 and June 30, 2016, Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully and feloniously conducted or attempted to conduct a financial transaction that involved money or any other thing of value that the defendant knew or believed to be the proceeds, in any form, of a criminal offense, with knowledge or a belief that the transaction was designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds of a criminal offense or avoid a transaction reporting requirement under federal law; in violation of section 18-5-309(1)(a)(II), C.R.S.

PREDICATE ACT K

WIRE FRAUD, 18 U.S.C. §1961(1)(B)

Between and including November 6, 2012 and May 22, 2015 Benjamin Eugene Davenport, Kirk Adam Smith, and Stephanie A. Johnson having knowingly devised and intending to devise a scheme and artifice to defraud to wit: the Global Green Developer scheme, and to obtain money

and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted, by means of wire communications in interstate commerce, writings, signs, signals, pictures and sounds, for the purposes of executing such scheme and artifice, in violation of 18 U.S.C. §1343.

The facts supporting Counts 1 through 11 and Predicate Acts A through K are as follows:

1. The facts supporting all other counts in this Indictment are incorporated herein by reference.

2. At all times relevant to this Indictment, Blue Ocean Enterprises, Inc. ("BO Enterprises"), Blue Ocean Holdings I Ventures, LLC ("BO Holdings"), Blue Point Pellets, LLC ("BPP"), Pilot Holdings, LLC ("Pilot"), Primestone Development, LLC ("Primestone"), Elemental Technologies, LLC ("Elemental"), Blue Point Pellets, ApS, Denmark ("BPP Denmark") and others of the entities listed as part of the BPP Enterprise in count one and, Elemental Technologies, LLC were located and operated in the City of Fort Collins, County of Larimer, State of Colorado by Davenport, Smith and Johnson.

3. The following generally summarizes the roles of individuals named in this indictment in relation to the enterprises identified in the indictment:

<i>Name</i>	<i>Summary Description</i>
Benjamin Eugene Davenport	Owner and/or manager of all of companies which are part of the BPP Enterprise and Elemental Enterprise (as defined below). Davenport proposed the acquisition of the Denmark facility to Blue Ocean. Davenport formed and managed Elemental and created or directed the creation of Elemental contracts and invoices. Davenport filed tax returns for the years 2013-15, but did not include all income or pay tax on all income.
Kirk Adam Smith	Co-owner and/or manager and chief financial officer of the companies which are part of the BPP Enterprise and Elemental Enterprise. Smith performed accounting for BPP and was a signer on BPP, BPP Denmark, Primestone, Elemental and other business bank accounts. Smith signed at least two Elemental checks -- one to Beyer Recycled Products and PVB Fabrications, both for over \$20,000. Smith filed tax returns for the years 2013-15, but did not include all income or pay tax on all income
Stephanie A. Johnson	Stephanie Johnson ("Johnson") is Davenport's sister in law and has known Davenport for twenty years. Johnson has known Smith for 15 years. Prior to becoming employed by BPP, Johnson worked for Eden, performing payroll and bookkeeping functions. She also performed contract work for Primestone. Johnson is a signer on the BPP Guaranty Bank & Trust Fort Collins, Colorado ("GB&T") bank account and most of the business bank accounts of entities owned and controlled by Davenport and Smith, including Pilot, Ankor Solutions (GB&T), Davenport Holdings, LLC, Smith Holdings, LLC, Primestone, BK Management, LLC, all with GB&T, Eden's Wells Fargo Bank account in Fort Collins, CO and Elemental and Primestone's Chase Bank accounts and

	<p>other bank accounts associated with Davenport and Smith and their Larimer County businesses. <i>See</i> List of Bank Accounts, attached as Exhibit 1 and incorporated by this reference. Thus, from 2012 through 2016, Johnson was involved in virtually the entirety of flow of funds of Davenport, Smith and their enterprises. Johnson was the bookkeeper for the BPP Enterprise; a signer on 38 business accounts and the personal accounts of Davenport and Smith. She was responsible for transferring funds among the entities in both the BPP Enterprise scheme and the Elemental Enterprise scheme. Johnson performed the payroll function for BPP and Elemental, including payroll for unauthorized employees of BPP (herself, Jeremy Pond and Jason Lewis) and the Denmark facility. Johnson also paid the management fee (described below) payable to Pilot and later BK Management, both entities controlled by Davenport and Smith. Johnson and BPP used Intuit, an affiliate of the Quickbooks accounting software, to pay payroll and calculate and pay withholding, deductions, and payroll taxes. Johnson also paid Reppert from Elemental. At all times pertinent to this Indictment Johnson lived in Larimer County, Colorado. Johnson filed tax returns for the years 2013-15 but did not include all income or pay tax on all income.</p>
Christopher Reppert	<p>Christopher Reppert ("Reppert") was held out by Davenport as a manager or employee of Elemental. Reppert got paid by Elemental. Reppert participated in the demonstration of equipment in December 2015 for Blue Ocean (described below), holding himself out as an employee of Elemental. Reppert sent a forged W-9 form to Blue Ocean on behalf of Elemental. Although he received income from Elemental in 2015 and 2016, Reppert filed no tax returns for those years and therefore did not pay tax on his income from Elemental.</p>
Jeremy L. Pond	<p>Jeremy Pond ("Pond") knew and had worked for Davenport prior to BPP. At BPP, Pond served as executive assistant to Davenport. His duties for BPP also included contract and document review, website design and making travel and hotel arrangements. While employed with BPP, Pond also provided services for Eden, including arranging travel. Pond was a signer on the BPP bank account (GB&T). As of December 2017, Pond continued to work for Davenport at his company VRsenal, a virtual reality gaming company. Pond purchased corn husks shipped to Eden that were paid for with BPP funds. Pond purchased and received goods and equipment (e.g., TomTom personal training device; framing nailer; Apple airport time capsule) for himself and Davenport for which he received reimbursements from BPP (unauthorized). Pond filed tax returns for 2013-15, but did not include all income or pay tax on the income.</p>
Jason Lewis	<p>Jason Lewis ("Lewis") worked for Davenport and Smith at Eden until Eden was closed or sold. Prior to ending his employment for Eden, he started working for BPP as executive assistant to Smith.</p>

	His job was to find and contract for raw materials to make pellets. Lewis and his wife own a cleaning business, and the business work cleaning businesses owned by Davenport. He has known Davenport and Smith approximately ten years through their church in Larimer County. Lewis was paid by Eden Pellets and BPP; Lewis filed no tax returns filed for 2013-15 and, therefore, did not pay tax on all income.
Curtis Beyer	Curtis Beyer ("Beyer") is the owner of Beyer Recycled Products. In the fall of 2014 he was approached by Davenport and asked falsely to represent himself as the ostensible president of Elemental. At the direction of Davenport, Beyer falsely signed documents as president of elemental. Beyer received payments in excess of \$140,000 from Elemental. In December 2015, Beyer organized and participated in a demonstration of equipment for Blue Ocean employees where Beyer was represented as head of Elemental and Reppert as an employee of Elemental working for Beyer. In 2016, Beyer disclosed Davenport as true owner of Elemental to Blue Ocean.

BANK ACCOUNTS AND FUNDS

4. At all times pertinent to this Indictment, Davenport, Smith and Johnson controlled the bank accounts of BPP and BPP Denmark into which the funds of Blue Ocean were deposited, always at the request of Davenport and Smith. From May 2012 to December 31, 2015, Blue Ocean deposited or caused to be deposited approximately \$29,750,000 into the BPP and BPP Denmark accounts.

5. Of those funds, from 2012 through 2016, Davenport, Smith and Johnson caused more than \$2,956,000 to be paid or transferred to or for the benefit of Davenport, Smith, Johnson, Reppert, Pond, Lewis, Beyer, and businesses owned or controlled by them, including the businesses and personal bank accounts identified in Exhibit 1.

6. At all times pertinent to this Indictment, Davenport, Smith, Johnson, Pond, Lewis and Reppert owned, controlled and used a total of 81 bank accounts into which funds from BPP and BPP Denmark were used or transferred, including 54 business accounts, 22 personal accounts and five credit card accounts. These accounts were located at JP Morgan Chase, Wells Fargo Bank, and Guaranty Bank & Trust, all in Fort Collins, Larimer County, Colorado.

7. Of the 81 bank accounts into which proceeds from BPP and BPP Denmark can be traced, persons authorized as signers with the ability to use and transfer funds are summarized as follows:

Name	Total	Business Accounts	Personal Accounts
Kirk Smith	55	45	10
Stephanie Johnson	46	38	8
Benjamin Davenport	24	20	4
Jeremy Pond	7	6	1
Chris Reppert	4		4

Thus Smith, Davenport and Johnson, with control over the BPP and BPP Denmark accounts, aware that they represented the product of their various schemes, embezzlement and forgeries, moved and transferred funds from those accounts to and among the various 81 bank accounts controlled by Smith, Davenport, Johnson, Pond, Reppert and Lewis. As an example, a description regarding the use of the Elemental Technology account is set forth in the paragraphs below.

BLUE POINT PELLETS

8. In November 2010, Curtis and Nancy Richardson formed BO Enterprises, a Colorado corporation, to support emerging businesses, create jobs and make a positive and lasting impact on communities the companies would serve. In October 2011, Curtis and Nancy Richardson formed BO Holdings, a Colorado limited liability company. BO Enterprises serves as the administrative arm of the Blue Ocean endeavor, while BO Holdings holds investments. Both BO Holdings and BO Enterprises are headquartered at 401 W. Mountain Avenue, Fort Collins, Colorado. Throughout this Indictment BO Enterprises and BO Holdings are sometimes together referred to as "Blue Ocean."

9. On September 9, 2009, Davenport formed Eden Pellets, LLC ("Eden"), a Colorado limited liability company. Eden owned and operated a manufacturer of wood pellets as a fuel source located in Chesapeake, Virginia. At all times pertinent to this Indictment, Eden had offices of East Harmony Road in Fort Collins, Larimer County, Colorado.

10. Doctor William Kent Obermann, a pediatric dentist in Fort Collins, Colorado had made multiple investments (equity and debt investments) with Davenport and Smith in and for Eden. Dr. Obermann lost significant amounts of money on his investments in Eden. To encourage Dr. Obermann's continued financial support and patience, Davenport and Smith agreed with Dr. Obermann that Dr. Obermann would participate financially in all future business ventures of Davenport and Smith with Dr. Obermann receiving a 49% interest. This eventually was memorialized, at least in part, by the creation by Davenport and Smith of Noble Height Ventures, LLC ("Noble Ventures"), a Colorado limited liability company Davenport and Smith formed on August 6, 2012. Dr. Obermann owned a legal or beneficial interest of 49% in Noble Ventures. Noble Ventures, in turn, owned a substantial interest in Pilot. For a chart of the complex ownership structure of Pilot created by Davenport and Smith, *see* Exhibit 2 attached hereto and incorporated herein by this reference (Dr. Obermann's investment through Obermann Opportunities, LLC, organized August 19, 2009 by Jordan Obermann, Dr. Obermann's son).

11. Davenport and Smith told Dr. Obermann they needed money to expand the Eden Pellets facility. Dr. Obermann had no more money to invest, but because they now had an interest in Davenport and Smith's future business endeavors, Dr. Obermann and his son, Jordan Obermann agreed to introduce Davenport and Smith to Curt Richardson ("Richardson"); and, Richardson introduced them to Kurt Hoeven, the CEO of BO Holdings. In the initial meeting with Hoeven, Davenport asked for an investment from Blue Ocean for Eden Pellets for expansion. Kurt Hoeven on behalf of BO Holdings declined to invest.

12. After Hoeven initially declined to invest in Eden, approximately a year later, in 2012, Davenport again contacted Hoeven. Davenport had located a pellet facility in Denmark that had been shut down. According to Davenport, the Denmark facility had useful pellet making equipment available at a very low price. Although Davenport's initial idea was to purchase the

Denmark equipment and move it to the Eden Pellets facility in Virginia, eventually the discussions turned to investing in the Denmark facility and making it operational.

13. In the course of negotiations regarding the investment in/purchase of the Denmark facility, Hoeven was introduced to Smith, whom Davenport and Smith represented to be Davenport's business partner. Davenport and Smith told Hoeven that Smith was an able accountant who did the accounting for the Eden Pellets facility. Based upon that representation, at the request of Davenport and Smith, and contrary to Blue Ocean's common practice, Hoeven and Blue Ocean agreed to permit Smith to perform the accounting functions for the Denmark facility venture.

14. Based in part on Davenport's and Smith's representations regarding their expertise in operating a pellet fuel facility, Blue Ocean agreed to invest with Davenport and Smith in the Denmark factory – to rent the Denmark factory, acquire the Denmark facility equipment, make the facility operational and sell wood pellets. On May 29, 2012, Blue Ocean formed a Colorado limited liability company that eventually became known as Blue Point Pellets, LLC. At all times pertinent to this Indictment, BPP has been located and has operated in Fort Collins, Larimer County, Colorado.

15. Effective as of May 29, 2012, but signed July 19, 2012, BO Holdings entered into the Blue Point Pellets Operating Agreement (the "OA") with Pilot (controlled by Davenport and Smith) to undertake the project of making the Denmark facility an operational wood pellet manufacturer. The managers of BPP under the OA were Richardson, Hoeven and Davenport.

16. Pursuant to the Operating Agreement, Pilot (Davenport and Smith) initially owned 33 Class A membership units (voting units) and 450 Class B membership units (economic participation units) and was required to make a capital contribution of \$25,000. BO Holdings initially owned 67 Class A Units and 450 Class B Units for cash contributions of \$500,000, plus up to an additional \$3,000,000 in funding (\$2,000,000 guaranteed).

17. However, the parties agreed, and put into the Operating Agreement and other agreements a provision for additional capital contributions to support operations if needed whereby a member's interest was subject to reduction up to and including zero for failure to make its pro-rata share of any required additional capital contributions.

18. From May 2012 until December 2015, Davenport and Smith requested, and received from BO Holdings, capital contributions totaling \$29,750,000, versus \$25,000 contributed by Pilot (Davenport and Smith). The initial \$25,000 was the only capital contribution Pilot (Davenport and Smith) ever made to the BPP Enterprise. Because of the foregoing additional capital contributions requested by Davenport and Smith and paid by BO Holdings over time, BO Holdings financial interest in BPP increased, and Davenport's and Smith's financial interest in BPP was reduced. By December 31, 2013, Pilot's right to share in the profits of BPP was reduced to 28% (Second Amendment to the OA). By December 31, 2014, Pilot's right to share in the profits of BPP was reduced to .00000001% (Third Amendment to the OA). Thus, apart from the receipt of management fees (explained below), by the fall of 2014, Davenport and Smith had virtually no economic interest in BPP or the Denmark pellet facility.

19. Until approximately August 2015, Davenport and Smith, with the assistance of Johnson, through control of operations, bank accounts and the accounting of BPP and BPP Denmark,

Davenport, Smith and Johnson were in sole operational and managerial control of the Denmark facility, BPP, and BPP Denmark.

20. Despite the financial and other support of BO Holdings, Davenport and Smith were never able to bring the Denmark facility into meaningful production.

21. In 2014, Richardson assigned William Lovell ("Lovell"), a plant supply chain specialist, to go to Denmark and work with Davenport and Smith to get the Denmark facility operational. Despite Lovell's requests, Davenport and Smith refused to let Lovell see the BPP financials. Davenport and Smith resisted the efforts of Lovell to get the facility operational or bring financial accountability to the project. To get around Lovell, Davenport and Smith appealed to Hoeven, who consistently backed Davenport and Smith to Richardson. Lovell worked until the summer of 2015.

22. In July 2015, at the request of Brent Keele ("Keele"), then general counsel for Blue Ocean, and Richardson, John Allen ("Allen") began working at the BPP Denmark facility. Allen was a friend and longtime associate of Richardson who was known to have expertise as a production line problem solver. By about October of 2015, Allen was able to do what Davenport and Smith could not; get the Denmark facility fully operational.

Global Green Developer

23. BPP acquired the Denmark facility – that is, rented the manufacturing plant and acquired the equipment – from GGD Global Green Developer, AB ("Global Green"). To implement the project, BPP formed BPP Denmark, and BPP Denmark established its own bank account in Denmark. As set forth below, from 2012 through 2015, both BPP Denmark and BPP paid Global Green various sums of money, ostensibly for both rental of the facility and the purchase of equipment.

24. The OA at Section 5.11(a) provides as follows:

Except as otherwise provided in this Agreement or in any agreement approved by the Board of Managers, no Member or Affiliate of any Member shall receive any salary, fee, or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, nor shall any Member or Affiliate of any Member be reimbursed for any expenses incurred by such Member or Affiliate on behalf of the Company or otherwise in its capacity as a Member.

(emphasis added)

25. Pursuant to the OA, as compensation for services provided to BPP, Davenport and Smith (payable to their entities Pilot and later BK Management, Inc., a Colorado limited liability Company organized by Smith on July 8, 2015) received a monthly management fee of \$20,000, later raised to \$30,000 per month (by agreement between Davenport and Smith and BO Enterprises). OA at Section 5.11(c). Over the course of operations of BPP, Davenport and Smith received a total of \$979,453 in management fees.

26. In addition, each manager was to be *"reimbursed, for any direct expenses reasonably incurred in connection with the Company's business and payable to Persons other than any Manager or any Affiliate of any such Person."* OA at Section 5.11(b) (emphasis added).

27. Therefore, except for the management fee and reimbursement of reasonable and legitimate expenses, no member or manager of BPP was entitled to any salary, fee or draw for services, which includes any commission. OA at Section 5.11(a).

28. Thus, apart from management fees as described above, none of Davenport, Smith, Johnson, Pond, Lewis or any entity associated with them, including Primestone, were entitled to or had any authority to receive additional compensation in relation to BPP or BPP Denmark.

29. According to bank records from the BPP and BPP Denmark bank accounts, from 2013 through 2015, Davenport and Smith, with the assistance of bookkeeper Johnson, caused BPP and BPP Denmark to send by wire transfer from their respective bank accounts to Global Green the following known payments (by year):

PAYMENTS TO GLOBAL GREEN

Year	From	Amount
2012	BPP	\$ 83,930.00
2013	BPP Denmark	\$ 138,044.19
	BPP	\$ 756,655.00
2014	BPP Denmark	\$ 1,673,924.00
2015	BPP Denmark	\$ 3,705,442.00
		<hr/>
		\$ 6,357,995.19

The above amounts wired from BPP Denmark are in US dollars and are calculated using a conservative exchange ratio of one Danish Krone equals .14 US Dollar. Each of the payments had as its source funds received from Blue Ocean and requested by Davenport or Smith.

30. Between and including November 2012 and May 2015, the following payments were deposited into the Primestone bank account at GB&T in Fort Collins, Colorado.

**PAYMENTS DEPOSITED INTO PRIMESTONE BANK ACCOUNT FROM
GLOBAL GREEN DEVELOPER**

Date	Amount	Comments on Wire Transfer Receipt
11/6/2012	\$ 387,007.00	Commission Payment Dryer and Equipment Sold in Koege Denmark
12/17/2012	\$ 38,725.00	Commission Payment Dryer and Equipment Sold in Koege Denmark
2/28/2013	\$ 37,975.00	Provision Sales Denmark GCD AB RFB
4/9/2013	\$ 27,475.00	RFB 3953103304718602
6/17/2013	\$ 19,909.56	Global Green Developer
11/29/2013	\$ 201,220.00	Commission Payment for Koege
2/14/2014	\$ 149,970.00	Blank
3/4/2014	\$ 154,200.00	Commission Global Green Developer
4/9/2014	\$ 34,475.00	Commission from GGD AB
5/5/2014	\$ 37,475.00	Commission Payment Dryer and Equipment Sold in Koege Denmark
6/12/2014	\$ 29,975.00	Commission Payment Dryer and Equipment Sold in Koege Denmark
6/25/2014	\$ 22,556.00	Commission Payment RGS90 Equipment
7/23/2014	\$ 76,191.88	Payment for Blue Dryer Tower
10/7/2014	\$ 29,966.50	Payment for Blue Dryer Tower
11/7/2014	\$ 23,586.91	Payment Commission
1/7/2015	\$ 101,829.18	Payment for Blue Dryer Tower
5/22/2015	\$ 89,763.33	Commission Dryer
	\$1,462,300.36	

Each payment was from Global Green and was transmitted by wire transfer directly into the account of Primestone. The wire transfer receipts contained the comments noted above.

31. Although Blue Ocean was aware that BPP and BPP Denmark were making payments to Global Green for rent for the Denmark Facility and for the purchase of equipment, Hoeven and others at Blue Ocean were unaware of, and did not authorize or consent to, payments for commissions or any other purpose by Global Green to Davenport and Smith through Primestone. By concealing from Blue Ocean and failing to remit to BPP and/or BPP Denmark the Global Green payments, Davenport, Smith and Johnson misappropriated those payments.

UNAUTHORIZED PAYMENTS TO PERSONS PURPORTEDLY EMPLOYED BY BLUE POINT PELLETS

32. Per the OA, BPP was to have no employees, consultants or independent contractors – directly or indirectly. Per testimony from multiple witnesses associated with Blue Ocean, Davenport and Smith were expected to pay for whatever assistance they required out of their management fee

33. Nevertheless, Davenport and Smith, with the assistance of Johnson the bookkeeper, without authority, and without informing BO Holdings or the other managers of BPP, engaged and paid the following:

Name	Dates	Ostensible Role	Amount paid by BPP
Stephanie Johnson	2014-2015	Bookkeeper/Payroll	\$70,711.21
Jeremy Pond	2013-2015	Assistant to Davenport	\$146,851.29
Jason Lewis	2013-2015	Assistant to Smith	\$76,319.81
Total			\$293,882.31

34. Johnson, Pond and Lewis were associated with Davenport and Smith and their businesses in various ways, including those described above.

35. None of the other managers of BPP or Blue Ocean agreed to, authorized, approved or even knew about BPP's employment of or payments to Johnson, Pond and Lewis.

ATM/Cash Withdrawals

36. From October 29, 2012 to November 20, 2015, Davenport, Smith, and Johnson made or authorized 10 ATM Cash withdrawals from the BPP account and 22 ATM Cash withdrawals from the BPP Denmark account for a total of \$21,195.24 (calculated using a conservative exchange ratio of one Danish Krone equals .14 US Dollar). See Exhibit 3 attached to and incorporated into this indictment by this reference. The withdrawals were made in the United States and Europe, but debited the bank accounts of BPP and BPP Denmark. None of the other managers of BPP or Blue Ocean agreed to, approved or even knew about the withdrawals. Davenport and Smith provided no receipts or other documentation of any kind to support or justify the withdrawals.

PAYMENTS FOR UNAUTHORIZED EXPENDITURES

37. Davenport, Smith, and Johnson caused BPP to pay expenses of Davenport, Smith and others that were not for the benefit of BPP or BPP Denmark and were unauthorized. The expenditures include purchases and shipments for the benefit of Eden, entertainment, corn husks for the benefit of Eden, clothing, personal sports equipment and musical instrument rentals in the aggregate amount of \$59,054.39 (calculated using a conservative exchange ratio of one Danish Krone equals .14 US Dollar) and as further identified on Exhibit 4 attached hereto incorporated in this Indictment by this reference. None of the other managers of BPP or Blue Ocean agreed to, approved or even knew about the reimbursement of the expenditures and would not have approved the withdrawals had they known.

COUNT TWELVE

VIOLATION OF COLORADO ORGANIZED CRIME CONTROL ACT, 18-17-104(3), C.R.S. (F2) <37284>

Between and including September 1, 2014 and June 30, 2016, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, and Christopher Reppert while employed by or associated with an enterprise, namely: a group of individuals associated in fact, although not a legal entity; and Elemental Technologies, LLC, unlawfully, feloniously, and knowingly conducted or participated, directly or indirectly, in the enterprise through a pattern of racketeering activity; in violation of sections 18-17-104(3) and 18-17-105, C.R.S.

The Enterprise

The enterprise alleged in this count (the "Elemental Enterprise") is a legal entity, namely: Elemental Technologies, LLC, and other entities known or unknown to the Grand Jury. The enterprise also includes a group of individuals, associated in fact, although not a legal entity, including, but not limited to, the following individuals: Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, Christopher Reppert and Curtis Beyer, and other persons known or unknown to the Grand Jury, who were associated from time to time in racketeering activity that was related to the conduct of the enterprise.

Pattern of Racketeering Activity

For purposes of this count twelve, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson and Christopher Reppert and others known and unknown to the Grand Jury, directly and in concert, engaged in, attempted to engage in, conspired to engage in, or solicited another to engage in at least two predicate acts, and any lesser included offenses as permitted in C.R.S. §18-17-103, related to the conduct of the enterprise, at least one of which took place in the State of Colorado after July 1, 1981 and the last of the acts of racketeering activity occurring within ten years after a prior act of racketeering activity and include the acts described in counts 13 through 29 (Predicate Acts L-BB).

COUNT THIRTEEN (Predicate Act L)

CONSPIRACY TO COMMIT THEFT, 18-4-401(1),(2)(i); 18-2-201, C.R.S. (F4) <08A16C>

Between and including September 1, 2014 and June 30, 2016 Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson and Christopher Reppert with the intent to promote or facilitate the commission of the crime of theft, unlawfully and feloniously agreed with each other and a person or persons to the Grand Jury unknown that one or more of them would engage in conduct which constituted that crime or an attempt to commit that crime, or agreed to aid the other person or persons in the planning or commission or attempted commission of that crime, and an overt act in pursuance of the conspiracy was committed by one or more of the conspirators, and the value of the thing or things of value was one hundred thousand dollars or more but less than one million dollars; in violation of sections 18-4-401(1),(2)(i) and 18-2-201, C.R.S.

COUNT FOURTEEN (Predicate Act M)

CONSPIRACY TO COMMIT FORGERY, 18-5-102(1)(c); 18-2-201, C.R.S. (F6) <1001CC>

Between and including September 1, 2014 and June 30, 2016, at and triable in the County of Larimer, State of Colorado, Benjamin Eugene Davenport, Kirk Adam Smith, and Christopher Reppert, with the intent to promote or facilitate the commission of the crime of forgery, unlawfully and feloniously agreed with each other, and a person or persons to the Grand Jury unknown that one or more of them would engage in conduct which constituted that crime or an attempt to commit that crime, or agreed to aid the other person or persons in the planning or commission or attempted commission of that crime, and an overt act in pursuance of the conspiracy was committed by one or more of the conspirators; in violation of sections 18-5-102(1)(c) and 18-2-201, C.R.S.

COUNT FIFTEEN (Predicate Act N)

THEFT, 18-4-401(1),(2)(f), C.R.S. (F6) <08A13>

On or about November 7, 2014 Benjamin Eugene Davenport, Kirk Adam Smith and Stephanie A. Johnson unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark with the value of two thousand dollars or more but less than \$5,000, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(f), C.R.S.

COUNT SIXTEEN (Predicate Act O)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

On or about December 11, 2014, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, and Christopher Reppert unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT SEVENTEEN (Predicate Act P)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

On or about July 8, 2015, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, and Christopher Reppert unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to

deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT EIGHTEEN (Predicate Act Q)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

On or about November 5, 2015, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, and Christopher Reppert unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT NINETEEN (Predicate Act R)

THEFT, 18-4-401(1),(2)(i), C.R.S. (F3) <08A16>

On or about January 21, 2016, Benjamin Eugene Davenport, Kirk Adam Smith, Stephanie A. Johnson, and Christopher Reppert unlawfully, feloniously, and knowingly, took a thing of value, namely: money, of Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark with the value of one hundred thousand dollars or more, but less than one million dollars, without authorization, or by threat or deception, and intended to deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC and Blue Point Pellets, ApS, Denmark permanently of its use or benefit and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Blue Ocean Enterprises, LLC, Blue Ocean Holdings, LLC, Blue Point Pellets, LLC, and Blue Point Pellets, ApS, Denmark of its use or benefit; in violation of section 18-4-401(1),(2)(i), C.R.S.

COUNT TWENTY (Predicate Act S)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about December 5, 2014, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Manufacturing Contract between Elemental Technologies, LLC and Blue Point Pellets, ApS, Denmark; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-ONE (Predicate Act T)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about December 5, 2014, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: License Agreement Between Elemental Technologies, LLC and Blue Point Pellets, ApS, Denmark; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-TWO (Predicate Act U)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about December 5, 2014, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Elemental Technologies, LLC Invoice number 12614-01; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-THREE (Predicate Act V)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about May 3, 2015, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Elemental Technologies, LLC Invoice number 050315-01; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-FOUR (Predicate Act W)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about August 6, 2015, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Elemental Technologies, LLC Invoice number 8615-01; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-FIVE (Predicate Act X)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about January 6, 2016, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Elemental Technologies, LLC Invoice number 161601; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-SIX (Predicate Act Y)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about January 6, 2016, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Elemental Technologies, LLC Invoice number 161602; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-SEVEN (Predicate Act Z)

FORGERY, 18-5-102(1)(c), C.R.S. (F5) <1001C>

On or about March 29, 2016, Benjamin Eugene Davenport and Kirk Adam Smith, with the intent to defraud the Blue Ocean Enterprises, LLC And Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: Elemental Technologies, LLC Invoice number 32916.01; in violation of section 18-5-102(1)(c), C.R.S.

COUNT TWENTY-EIGHT (Predicate Act AA)

FORGERY, 18-5-102(1)(d), C.R.S. (F5) <1001D>

On or about April 27, 2016, Benjamin Eugene Davenport, Kirk Adam Smith, and Christopher Reppert, with the intent to defraud the Blue Ocean Enterprises, LLC and Blue Ocean Holdings, LLC, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a public record or an instrument, namely: US Treasury Form W-9, filed, required by law to be filed, or legally fileable in or with the Internal Revenue Service, a public office or public servant; in violation of section 18-5-102(1)(d); in violation of section 18-5-102(1)(d), C.R.S.

COUNT TWENTY-NINE (Predicate Act BB)

MONEY LAUNDERING, 18-5-309(1)(a)(II), C.R.S. (F3) <12212>

Between and including September 1, 2014 and June 30, 2016, Benjamin Eugene Davenport, Kirk Adam Smith, and Stephanie A. Johnson, unlawfully and feloniously conducted or attempted to conduct a financial transaction that involved money or any other thing of value that the defendant knew or believed to be the proceeds, in any form, of a criminal offense, with knowledge or a belief that the transaction was designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds of a criminal offense or avoid a transaction reporting requirement under federal law; in violation of section 18-5-309(1)(a)(II), C.R.S.

The facts supporting counts 13 through 29 of the Indictment are as follows:

38. The facts supporting all other counts in this Indictment are incorporated herein by reference.

39. As stated above, by the end of 2014, BO Holdings, at the request of Davenport and Smith, had contributed approximately \$16,000,000 to BPP. By function of the OA, based upon Blue Ocean's continued capital contributions versus no additional capital contributions by Davenport and Smith, Davenport's and Smith's financial interest in the company had been reduced effectively to zero by the end of 2014.

40. In the fall of 2014, Davenport and Smith created a scheme to acquire additional money from Blue Ocean through BPP using a limited liability company formed and owned by Davenport and Smith called Elemental Technologies, LLC.

41. In or around the fall of 2014, Beyer was introduced to Davenport through a mutual friend. Beyer was the owner of Beyer Recycled Products in Tucson, Arizona ("Beyer RP"). In the fall of 2014, Beyer RP was struggling financially and in desperate need of a cash infusion.

42. In or around November 2014, Davenport made a proposal to Beyer whereby they both could make money. Davenport told Beyer he was involved with a company named "Blue Point Pellets," located in Denmark, and sought to buy equipment to make fuel pellets for BPP to use. Davenport told Beyer he liked Beyer's technology and, on November 7, 2014, paid Beyer \$2,000 from BPP's bank account as an advance.

43. Davenport then proposed purchasing the equipment manufactured by Beyer RP and licensing the technology through a company he and Smith controlled called Elemental Technologies. Davenport explained to Beyer that since Davenport worked for BPP, Blue Ocean would expect that if Davenport purchased equipment for BPP's benefit from a company Davenport himself ran, Blue Ocean would require the transaction to be "at cost" rather than the traditional price one would expect to pay in a normal, arms-length business transaction. Davenport explained that if Beyer agreed to be the figurehead of Elemental, Beyer, Davenport and Smith could use Elemental to sell to BPP Denmark, hiding Davenport, Smith, and Primestone's involvement from Blue Ocean. By doing so, Elemental could mark up the price of any equipment sold from Elemental to BPP without anyone at Blue Ocean knowing the true involvement of Davenport and Smith in both sides of the transactions.

44. Davenport told Beyer that Elemental was a New Mexico company because the true owners of a New Mexico registered company were difficult or impossible to trace. Davenport told Beyer that he needed to keep quiet about this arrangement, so Blue Ocean would not know what Davenport and Beyer were doing. In fact, as explained below, it was part of the contract memorializing the agreement between Davenport, Smith and Beyer, that no party was to disclose Davenport and Smith's true involvement in Elemental Technologies.

45. Davenport said Beyer would receive payment for any equipment he manufactured and 25% of the profits of Elemental. Beyer agreed.

46. On or about December 5, 2014, Davenport presented to Beyer a Manufacturing Contract between BPP Denmark of 1001 E. Harmony Road, Fort Collins, Colorado and Elemental of 544 E. 24th St. Tucson, Arizona, the address of Beyer RP. The agreement provided that BPP Denmark was to pay Elemental \$528,000 for a plastic/fiber compounding and forming line machine, with \$343,200 paid upon execution of the agreement and the balance upon completion of the equipment. Davenport had Beyer sign as President for "Elemental" [sic], although Beyer was not an owner or officer of Elemental, and Davenport signed on behalf of BPP Denmark. Though Davenport signed for BPP in all agreements with Elemental, he signed for Elemental in all agreements with Beyer or Beyer RP.

47. On or about December 5, 2014, Davenport presented to Beyer for signature two Licensing Agreements. The first, between Elemental and Beyer RP, provided for the manufacture, purchase and licensing of plastic pellet friction blender machines by Beyer RP for Elemental, and for which Beyer would receive 25% of all profit distributions by Elemental. This first agreement was signed by Beyer for Beyer RP and by Davenport for Elemental.

48. The first licensing agreement contains the following provision: "The parties agree that Beyer recycled products, Curt Beyer, as well as Beyer Recycled Products, and Curt Beyer's employees, agents or assigns, shall not disclose to any third party, the existence [sic] of this Agreement, the details of this Agreement, the identity of the parties involved in this Agreement, or the involvement of Kirk Smith and Ben Davenport in Elemental under any circumstances, unless authorized in writing by Elementals Operating Manager."

49. The second Licensing Agreement was between Elemental and BPP Denmark and set forth a royalty payment schedule from BPP Denmark to Elemental identical to that provided in the first licensing agreement. This second licensing agreement was signed for Elemental by Beyer as President and for BPP Denmark by Davenport. Davenport, Smith and Beyer knew that Beyer was not the president of Elemental, nor was Beyer a director, officer, manager or employee of Elemental. The second licensing agreement was created to deceive Blue Ocean regarding the true ownership of Elemental.

50. On or about December 14, 2014, Davenport caused Elemental to pay an advance to Beyer RP in the amount of \$30,000. In total, and according to the bank records, Beyer received the following payments:

Distribution Payments

Date	Paid By	For	Amt.
11/7/2014	Blue Point Pellets	Advance	\$ 2,000.00
12/14/2014	Elemental Technologies	Advance	\$ 30,000.00
4/8/2015	Elemental Technologies	Advance	\$ 10,000.00
6/16/2015	Elemental Technologies	Advance	\$ 5,087.53
8/11/2015	Elemental Technologies	Advance	\$ 6,000.00
11/9/2015	Elemental Technologies	Advance	\$ 30,000.00
2/10/2016	Elemental Technologies	Year End Payment	\$ 27,937.78
5/3/2016	Elemental Technologies		\$ 5,650.18
9/26/2016	Elemental Technologies		\$ 4,800.00
Subtotal			\$121,475.49

Blender/Press/Material Payments

Date	Paid By	For	Amt.
2/23/2015	Elemental Technologies	Press	\$ 1,259.93
4/8/2015	Elemental Technologies	Materials	\$ 468.05
9/22/2015	Elemental Technologies	Blender	\$ 15,000.00
12/14/2015	Elemental Technologies	Blender	\$ 10,000.00
Subtotal			\$ 26,727.98

Total **\$148,203.47**

All payments were from Elemental's bank account #669023306 at Chase Bank in Fort Collins, Larimer County, Colorado and BPP's bank account #4000345947 at GB&T in Fort Collins, Larimer County, Colorado. According to Elemental's and BPP's bank records, Beyer RP received a total of \$148,203 from Elemental, including \$38,387 in 2016, showing Beyer received funds even after Davenport and Smith were terminated from BPP.

51. In early 2015, Davenport and Smith engaged Reppert, at all times pertinent to this Indictment a resident of Larimer County, Colorado, to work with Beyer on behalf of Davenport and Smith. Reppert visited Beyer in Tucson about ten times, usually with Davenport, but never actually lived in Tucson or worked for Beyer. Reppert was Davenport's and Smith's agent watching over the work of Beyer. Reppert received a total of \$69,416 from Elemental (\$44,786 in 2015 and \$24,630 in 2016). Davenport held Reppert out as an employee of Elemental, and Reppert represented himself as such.

52. Almost immediately after signing the deceptive licensing agreements with Beyer, Elemental began sending invoices from Elemental to BPP Denmark for equipment, making it appear that BPP was dealing at arms-length with a third-party vendor. Davenport, Smith and Johnson caused BPP and BPP Denmark to commence making payments to Elemental on those invoices. The following is a summary of the invoices and payments:

Date	Inv. #	Description	Amount	Date of Payment	Amount Paid	Paid By	Date Delivered
12/6/2014	12614-01	400 hp Friction Blender; Block Press; Upgrade to Block Press	\$ 528,000	12/11/2014	\$ 343,200	BPP	
5/3/2015	050315-01*	400 hp Friction Blender; Block Press; Upgrade to Block Press	\$ 712,200	11/5/2015	\$ 239,850	BPP Den	
8/6/2015	8615-01	400 hp Friction Blender	\$ 329,000	8/7/2015	\$ 213,850	BPP Den	
1/6/2016	1616-01	400 hp Friction Blender	\$ 352,200	1/21/2016	\$ 138,350	BPP	Jan. 16
1/6/2016	1616-02	400 hp Friction Blender	\$ 352,000	1/21/2016	\$ 138,350	BPP	Feb or Mar 16
3/29/2016	32916.01	Block Press; Upgrade to Block Press	\$ 540,743		\$ -	Never Paid	
Total					\$1,073,600		

*Date on invoice is 5/3/14 which is assumed to be a typographical error

The Elemental GB&T bank account shows BPP paid an additional \$10,000 to Elemental in 2015 that is not tied to the foregoing invoices, for a total of \$1,083,600.

53. The material deposits into and payments from the Elemental bank account (Chase Bank, Fort Collins, Colorado) for the years 2014 through 2016 are summarized as follows:

Deposits	
From	Amount
BPP	\$ 629,900.00
BPP Denmark	\$ 453,700.00
Primestone	\$ 133,048.00
Total	\$ 1,216,648.00

Payments	
To	Amount
Reppert	\$ 69,416.00
Beyer RP	\$ 146,202.00
Primestone	\$ 806,461.00
Total	\$ 1,022,079.00

Primestone received from Elemental \$183,515 in 2014, \$338,446 in 2015, and \$284,500 in 2016. Primestone deposits into the Elemental account (both accounts controlled by Davenport, Smith and Johnson) were \$30,000 in 2015 and \$103,048 in 2016.

54. In the fall of 2015, Keele and Allen arranged with Davenport and Smith to visit Elemental in Tucson to inspect the manufacturing of equipment for which BPP was paying. The visit took place in December 2015. Prior to the visit, Davenport spoke frequently by phone, and then in person, with Beyer and a) asked him to bring to the Beyer RP facility one of the friction blenders Beyer had created (at the request of Davenport, Beyer had moved the blenders to a machine shop in Tucson, ostensibly to make modifications); b) not to tell Keele and Allen about Davenport's arrangement with Beyer to pose as the president of Elemental or about Elemental's true ownership; and c) not to talk about anything other than the friction blender – that is to be evasive about Elemental.

55. During the meeting, and at lunch following the meeting, Keele and Allen were led to believe Reppert was an employee of Elemental working for Beyer and living in Tucson. During lunch, given an opportunity to clarify that Reppert did not live or work in Tucson or for Beyer, neither Beyer nor Reppert nor Davenport clarified that Reppert a) did not live in Tucson but, instead, lived in Fort Collins; and b) did not work for Beyer in Tucson, but was instead the agent of Davenport and Smith.

56. In December 2015, Keele terminated Davenport and Smith from BPP. However, Davenport and Smith were kept on in a consulting capacity through at least March of 2016. At the time of their termination, neither Keele nor anyone else at Blue Ocean had yet discovered Davenport and Smith's involvement in Elemental.

57. Despite being terminated in December 2015, in February 2016, Davenport and Smith met with Beyer, his son Beau Beyer, and Beau Beyer's wife at Nordy's BBQ in Loveland, Larimer County, Colorado for lunch. Davenport also brought to this meeting his teenage daughter. During the lunch, Davenport reiterated the importance of Beyer continuing to serve as the "figurehead" president/manager of Elemental. Davenport explained that he was working many hours for BPP

that took away from his responsibilities to his family and church. Davenport said that if he told Blue Ocean that he was the owner or president of Elemental, Blue Ocean would expect Elemental to sell the equipment for cost. However, if Blue Ocean did not know of Davenport's involvement with Elemental, and believed Beyer was owner and manager, Blue Ocean would think the equipment was coming from a third party, and Davenport could make a great deal more money for himself to support his family and church. Davenport said that if Beyer continued the charade of Elemental, that Beyer would make money as well.

58. On or about March 29, 2016, and despite having been terminated months ago, Davenport and Smith created a final Elemental invoice to BPP Denmark for \$540,743 for an upgrade to a block press. As Davenport and Smith knew, there was no block press, only a small prototype. This final invoice was submitted but was not paid (as Davenport, Smith and Johnson had lost control of the BPP Denmark finances and bank account).

59. As stated above, BPP and BPP Denmark paid Elemental a total of \$1,073,600 against invoices for two friction blenders and a block press for which, as Davenport, Smith, Johnson and Reppert knew, Elemental paid Beyer RP a total of about \$30,000. The two friction blenders were delivered to BPP – one in January and one in February or March of 2016. The friction blenders were of inferior quality and ill-suited to the needs of the Denmark facility. As Davenport, Smith and Reppert knew, Beyer made a small prototype of the block press, but never manufactured the actual block press BPP paid Elemental for. Davenport, Smith, Reppert, and Johnson caused BPP to pay Elemental for the non-existing block press using Blue Ocean's money. Despite paying in full for the block press, BPP or BPP Denmark never received it because it never existed.

60. In 2016, Blue Ocean began to get suspicious. BO Enterprises reached out to Reppert who continued to represent to BO Enterprises that he was employed by Beyer at Elemental Technologies and requested Elemental send BO Enterprises a federal form W-9 in an attempt to verify the legitimacy of Elemental Technologies. Reppert spoke to Keele of BO Enterprises and agreed to send a completed W-9 to BO Enterprises. Reppert sent or caused to be sent to BO Enterprises a Request for Taxpayer Identification Number and Certification, Form W-9, dated April 27, 2016 for Elemental Technologies, 4801 Lang Ave. NE, Suite 110, Albuquerque, New Mexico 87109. The W-9 form purports to bear the signature of Curtis Beyer, but Beyer stated the signature is not his and he has never seen the form. The forged W-9 was in furtherance of the efforts of Davenport, Smith and Reppert to deceive BO Enterprises regarding the true nature, ownership and control of Elemental.

61. In or around May 2016, Beyer learned that Davenport and Smith had sold the friction blenders to BPP Denmark for substantially more than he had been paid even though he had been asked to sell the blenders to Elemental for cost. He also learned that Davenport and Smith had paid themselves substantial sums from Elemental without paying Beyer his 25%. Beyer demanded payment. To keep Beyer quiet, Davenport and Smith created an Addendum to License Agreement between Beyer RP and Elemental that, among other things, increased Beyer RP's profit interest to 33% for sales after the date of the agreement, clarified that Beyer RP was entitled to 33% of all royalties, and required quarterly distributions to Beyer RP. The Addendum was dated May 31, 2016 and was signed by Davenport for Elemental. At that time, Davenport and Smith had been terminated as officers of BPP and Elemental therefore had no ongoing business. Thus, the agreement to appease Beyer by increasing his percentage in Elemental was deceptive and meaningless.

62. Thus, through their control of both BPP (including BPP Denmark) and Elemental, Davenport, Smith, Johnson, and Reppert, with the agreement and cooperation of Beyer, were able to deceive Blue Ocean into funding excessive, duplicative and misleading invoices from Elemental, including invoices for equipment that was never built or delivered. At all times Davenport, Smith and Reppert represented to Blue Ocean that Elemental was a manufacturer of pellet producing equipment separate and distinct from Davenport and Smith and their businesses. At no time did Davenport, Smith, Johnson or Reppert disclose to Richardson, Hoeven, Lovell, Keele, Allen or anyone else at Blue Ocean their ownership and control of Elemental. Had Richardson, Hoeven, Lovell, Keele, Allen or anyone at Blue Ocean known of Davenport's and Smith's control of Elemental, Blue Ocean would not have permitted or funded the payments.

COUNT THIRTY

TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

Between and including January 1, 2013 and October 15, 2016, Benjamin Eugene Davenport unlawfully, feloniously, and willfully attempted to evade or defeat a tax administered by the Colorado Department of Revenue, or the payment thereof, namely the Colorado State Income Tax for the years 2013 through 2015; in violation of section 39-21-118(1), C.R.S.

COUNT THIRTY-ONE

FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>

Between and including January 1, 2013 and October 15, 2016, Benjamin Eugene Davenport unlawfully, feloniously, and willfully made and subscribed a return, statement, or other document, namely: Colorado State Income Tax Return, which contained or was verified by a written declaration that it was made under the penalties of perjury, and which the defendant did not believe to be true and correct as to every material matter; in violation of section 39-21-118(4), C.R.S.

COUNT THIRTY-TWO

TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

Between and including January 1, 2013 and October 15, 2016, Kirk Adam Smith, unlawfully, feloniously, and willfully attempted to evade or defeat a tax administered by the Colorado Department of Revenue, or the payment thereof, namely the Colorado State Income Tax for the years 2013 through 2015; in violation of section 39-21-118(1), C.R.S.

COUNT THIRTY-THREE

FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>

Between and including January 1, 2013 and October 15, 2016, Kirk Adam Smith unlawfully, feloniously, and willfully made and subscribed a return, statement, or other document, namely: Colorado State Income Tax Return, which contained or was verified by a written declaration that it was made under the penalties of perjury, and which the defendant did not believe to be true and correct as to every material matter; in violation of section 39-21-118(4), C.R.S.

COUNT THIRTY-FOUR

TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

Between and including January 1, 2013 and October 15, 2016, Stephanie A. Johnson unlawfully, feloniously, and willfully attempted to evade or defeat a tax administered by the Colorado Department of Revenue, or the payment thereof, namely the Colorado State Income Tax for the years 2013 through 2015; in violation of section 39-21-118(1), C.R.S.

COUNT THIRTY-FIVE

FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>

Between and including January 1, 2013 and October 15, 2016, Stephanie A. Johnson unlawfully, feloniously, and willfully made and subscribed a return, statement, or other document, namely: Colorado State Income Tax Return, which contained or was verified by a written declaration that it was made under the penalties of perjury, and which the defendant did not believe to be true and correct as to every material matter; in violation of section 39-21-118(4), C.R.S.

COUNT THIRTY-SIX

TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

Between and including January 1, 2015 and October 15, 2017, Christopher Reppert unlawfully, feloniously, and willfully attempted to evade or defeat a tax administered by the Colorado Department of Revenue, or the payment thereof, namely the Colorado State Income Tax for the years 2015 through 2016; in violation of section 39-21-118(1), C.R.S.

COUNT THIRTY-SEVEN

FAILURE TO FILE RETURN OR PAY TAX, 39-21-118(3), C.R.S. (M) <40023>

Between and including January 1, 2015 and October 15, 2017, Christopher Aaron Reppert unlawfully and willfully failed to pay a tax or estimated tax, make a return, keep tax records, or supply tax information as required; in violation of section 39-21-118(3), C.R.S.

COUNT THIRTY-EIGHT

TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

Between and including January 1, 2013 and October 15, 2016, Jeremy L. Pond unlawfully, feloniously, and willfully attempted to evade or defeat a tax administered by the Colorado Department of Revenue, or the payment thereof, namely the Colorado State Income Tax for the years 2013 through 2015; in violation of section 39-21-118(1), C.R.S.

COUNT THIRTY-NINE

FILING A FALSE TAX RETURN, 39-21-118(4), C.R.S. (F5) <40024>

Between and including January 1, 2013 and October 15, 2016, Jeremy L. Pond unlawfully, feloniously, and willfully made and subscribed a return, statement, or other document, namely: Colorado State Income Tax Return, which contained or was verified by a written declaration that it was made under the penalties of perjury, and which the defendant did not believe to be true and correct as to every material matter; in violation of section 39-21-118(4), C.R.S.

COUNT FORTY

TAX EVASION, 39-21-118(1), C.R.S. (F5) <40021>

Between and including January 1, 2015 and October 15, 2016, Jason Lewis unlawfully, feloniously, and willfully attempted to evade or defeat a tax administered by the Colorado Department of Revenue, or the payment thereof, namely the Colorado State Income Tax for the year 2015; in violation of section 39-21-118(1), C.R.S.

COUNT FORTY-ONE

FAILURE TO FILE RETURN OR PAY TAX, 39-21-118(3), C.R.S. (M) <40023>

Between and including January 1, 2015 and October 15, 2016, Jason Lewis unlawfully and willfully failed to pay a tax or estimated tax, make a return, keep tax records, or supply tax information as required; in violation of section 39-21-118(3), C.R.S.

The facts supporting counts 30 through 41 of the Indictment are as follows:

63. The facts supporting all other counts in this Indictment are incorporated herein by reference.

64. Anyone who is domiciled in Colorado or maintains a permanent place of abode within Colorado and spends more than six months in the aggregate of a taxable year in Colorado and who receives income from Colorado sources is required to file a Federal income tax return and a Colorado tax return. C.R.S. 39-22-103(8)(a).

65. Any person who willfully attempts in any manner to evade or defeat any tax administered by the Colorado Department of Revenue or the payment of that tax engages in tax evasion. C.R.S. 39-21-118(1).

66. Income includes any income from all sources, including earned income, interest, dividends, management fees, commissions, stolen funds, and expenses not authorized.

67. Colorado income tax returns are filed as sworn statements under penalty of perjury.

68. Davenport filed Colorado income tax returns for the years 2013, 2014 and 2015, but willfully failed to include the following income, and thereby willfully filed false returns and defeated the payment of income tax due to the State of Colorado Department of Revenue:

2013	\$157,984.79
2014	\$424,956.40
2015	\$359,295.00

69. Smith filed Colorado income tax returns for the years 2013, 2014 and 2015, but willfully failed to include the following income, and thereby willfully filed false returns and defeated the payment of income tax due to the State of Colorado Department of Revenue:

2013	\$157,984.79
2014	\$424,956.40

2015	\$359,295.00
------	--------------

70. Johnson filed Colorado income tax returns for the years 2013, 2014 and 2015, but willfully failed to include the following income, and thereby willfully filed false returns and defeated the payment of income tax due to the State of Colorado Department of Revenue:

2013	\$23,194.25
2014	\$10,045.38
2015	\$14,174.95

71. Although he had income, including income from Elemental Technologies, Reppert willfully failed to file a Colorado income tax return for the years 2015 and 2016 and willfully defeated the payment of income tax due to the Colorado Department of Revenue for those years. Mr. Reppert has filed previous income tax returns as a full year resident indicating his awareness of the requirement to file such returns.

72. Pond filed Colorado income tax returns for the years 2013, 2014 and 2015, but willfully failed to include the following income, and thereby willfully filed false returns and defeated the payment of income tax due to the State of Colorado Department of Revenue:

2013	\$2,902.37
2014	\$1,156.83
2015	\$2,859.25

73. Although he had income, including income from BPP, Lewis willfully failed to file a Colorado income tax return for the year 2015 and willfully defeated the payment of income tax due to the Colorado Department of Revenue for that year. Mr. Lewis has filed previous Colorado income tax returns as a full year resident indicating his awareness of the requirement to file such returns, including but not limited to income from his cleaning business.

INDICTMENT EXHIBIT 1

Businesses Accounts Identified

Ankor Solutions LLC

27-4685063

1505 S Shields St, Fort Collins CO

01/12-09/16 – GBT (2546)

Blue Point Pellets LLC

90-0874909

1001 A East Harmony Road #516, Fort Collins CO

08/12-01/16 – GBT (5947)

01/14-02/14 – Chase (0379)

Davenport Holdings LLC

46-0853357

1505 S Shields St, Fort Collins CO

08/12-09/15 – GBT (6093)

Elemental Technologies

47-2464825

1001 A E Harmony Road #516, Fort Collins CO

4801 Lang Ave NE STE 110, Albuquerque NM

12/14-10/17 – Chase (3306)

Pilot Holidngs LLC

61-1691011

1505 S Shields St, Fort Collins CO

1001 A East Harmony Road #516, Fort Collins CO

08/12-12/15 – GBT (6077)

01/14-03/14 – Chase (5818)

Primestone Development

26-4198270

1001 A East Harmony Road #516, Fort Collins CO

01/12-09/16 – GBT (2651)

01/16-08/16 – GBT (7203)

07/16-10/17 – Chase (3106)

08/16-10/17 – Chase (1878)

Smith Holdings LLC

46-0853180

1505 S Shields St, Fort Collins CO

08/12-09/15 – GBT (6085)

Businesses Continuted

Ameristar One LLC

46-0872698

8100 Wyoming Blvd NE STE M4-249, Albuquerque
NM

09/12-12/15 – Wells Fargo (2784, 4515)

Atlantic Rim Trucking LLC

46-2756881

900 Commonwealth Pl, Virginia Beach VA

04/14-12/14 – Chase (9161)

BK Holdings

37-1787086

1001 A East Harmony Road #516, Fort Collins CO

08/15-08/16 – GBT (6657)

BK Management

47-4464472

1001 A East Harmony Road #516, Fort Collins CO

08/15-08/16 – GBT (6665)

Depew Resources LLC

45-4567735

233 S Wacker Dr, 84th Floor, Chicago IL

09/12-12/15 – Wells Fargo (2768, 4523)

Drahota Trucking LLC

46-0619931

1505 S Shields St, Fort Collins CO

06/12-01/15 – GBT (5955)

Eden Pellets dba Swift Horse Bedding

27-3423023

1001 A East Harmony Road #516, Fort Collins CO,

10228 County Road 80, Fort Collins CO

01/12-01/15 – Wells Fargo (9334, 3942, 9525)

12/14-10/15 – GBT (5093)

Businesses Continued

Holocube LLC

81-3345606

1001 A East Harmony Road #516, Fort Collins CO

07/16-12/16 – Chase (2298)

Onyx Energy LLC

27-4534781

2825 S Taft Hill Road, Fort Collins CO

9636 N May Ave, Suite 200, PMB #140, Oklahoma City OK

02/14 – Wells Fargo (7201, 4813)

09/12-12/13 – Wells Fargo (2776, 4507)

Stone Mountain Church

aka Thye Sanctuary at Meade Street and Stone Mountain Church

20-3929945

4028 Stoneway Ct, Fort Collins CO

1001 A East Harmony Road #516, Fort Collins CO

01/12-10/16 – GBT (7024)

07/16-10/17 – Chase (0333)

Kirk Smith DBA Cumberneal Company LLC

46-1419955

1505 S Shields St, Fort Collins CO

12/12-07/16 – Wells Fargo (2562, 0296)

KORFAB LLC

45-1803056

1304 Parkwood Dr, Fort Collins CO

01/12-12/15 – GBT (2888)

Multivrse

81-5460993

1001-A East Harmony Road #516, Fort Collins CO

03/17-01/18 – Chase (1017)

Noble Height Ventures LLC

90-0884859

1505 S Shields St, Fort Collins CO

09/12-12/15 – GBT (6157)

Habor Enterprises LLC

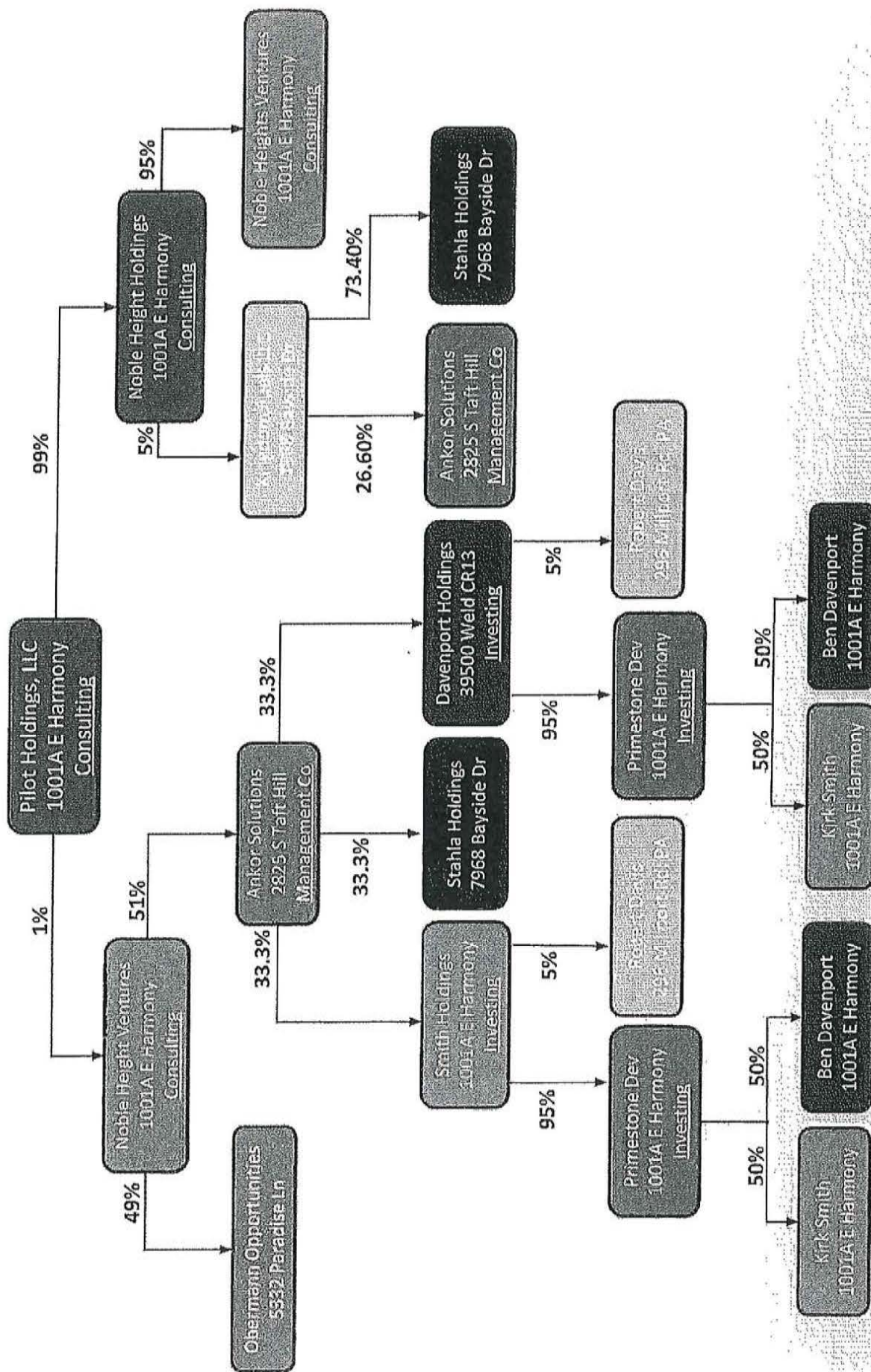
47-2464239

1001 A East Harmony Road #516, Fort Collins CO

12/14-11/16 – Chase (3323)

INDICTMENT EXHIBIT 2

Tax Ownership



INDICTMENT EXHIBIT 3

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

CASH WITHDRAWALS
 BY BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH
 NO RECEIPTS OR OTHER SUPPORT PROVIDED

DATE	VENDOR	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
				U S DOLLAR	DANISH KRONE
10/29/2012	Unknown	ATM Cash Withdrawal	Travel Expense	300.00	
3/18/13 to 4/11/13	Primestone Development	ATM Cash Withdrawal	Invoiced by Primestone	3,058.00	
5/1/2013	Nordea Bank	ATM Cash Withdrawal	Travel Expense	354.00	
5/6/2013	Unknown	ATM Cash Withdrawal	Travel Expense	353.00	
5/9/2013	Unknown	ATM Cash Withdrawal	Travel Expense	354.00	
5/28/2013	Unknown	ATM Cash Withdrawal	Travel Expense	349.00	
10/10/2013	Danske Bank	ATM Cash Withdrawal	Travel Expense	365.00	
1/13/14	Unknown	ATM Cash Withdrawal	Travel Expense	413.00	
1/14/14	Rapahels Bank	ATM Cash Withdrawal	Travel Expense	412.00	
1/16/14	Euroworld Currency	ATM Cash Withdrawal	Travel Expense	328.00	
3/24/14	Received From Hans	ATM Cash Withdrawal	Travel - Airfare and Lodging	1,848.00	10,000.00
7/18/14	Ostfriesische Volksban	ATM Cash Withdrawal	Travel - Airfare and Lodging	273.00	1,507.00
9/26/2014	Nordea Bank	ATM Cash Withdrawal	Travel - Airfare and Lodging	136.00	800.00
11/24/14	Lan & Spar Bank	ATM Cash Withdrawal	Meals and Entertainment	50.00	300.00
12/3/14	DNB ATM	ATM Cash Withdrawal	Meals and Entertainment	251.00	1,503.00
12/3/14	DNB ATM	ATM Cash Withdrawal	Meals and Entertainment	377.00	2,255.00
12/8/14	Sydbank	ATM Cash Withdrawal	Meals and Entertainment	330.00	2,000.00

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

CASH WITHDRAWALS
BY BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH
NO RECEIPTS OR OTHER SUPPORT PROVIDED

DATE	VENDOR	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
				U S DOLLAR	DANISH KRONE
1/15/15	Natwest Bank	ATM Cash Withdrawal	Meals and Entertainment	279.00	1,936.00
7/8/15	Jyske Netbank Erhverv	ATM Cash Withdrawal	Meals and Entertainment	1,105.00	7,500.00
7/20/15	Nordea Bank	ATM Cash Withdrawal	Travel - Airfare and Lodging	290.00	2,000.00
8/27/15	Nordea Bank	ATM Cash Withdrawal	Travel - Airfare and Lodging	153.00	1,000.00
9/3/15	Nordea Bank	ATM Cash Withdrawal	Travel - Airfare and Lodging	302.00	2,000.00
9/15/15	Sydbank	ATM Cash Withdrawal	Meals and Entertainment	304.00	2,000.00
9/17/15	Nordea Bank	ATM Cash Withdrawal	Meals and Entertainment	60.00	400.00
9/21/15	Natwest Bank	ATM Cash Withdrawal	Meals and Entertainment	313.00	2,065.00
9/28/15	Royal Bank UK	ATM Cash Withdrawal	Meals and Entertainment	309.00	2,058.00
10/21/15	ATM Millennium	ATM Cash Withdrawal	Meals and Entertainment	511.00	3,360.00
10/22/15	ATM Millennium	ATM Cash Withdrawal	Meals and Entertainment	157.00	1,032.00
10/26/15	Nordea Bank	ATM Cash Withdrawal	Meals and Entertainment	148.00	1,000.00
11/20/15	Nordea Bank	ATM Cash Withdrawal	Meals and Entertainment	287.00	2,000.00

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

CASH WITHDRAWALS

BY BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH
NO RECEIPTS OR OTHER SUPPORT PROVIDED

DATE	VENDOR	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
				U S DOLLAR	DANISH KRONE
11/20/15	Nordea Bank	ATM Cash Withdrawal	Meals and Entertainment	115.00	800.00
11/20/15	Nordea Bank	ATM Cash Withdrawal	Meals and Entertainment	287.00	2,000.00
				14,171.00	49,516.00
				One Danish Krone equals 0.14 U S Dollar;	
				49,516.00 Danish Krone equals \$7,024.24	
				7,024.24	
				21,195.24	

INDICTMENT EXHIBIT 4

INDICTMENT EXHIBIT 4

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

BLUE POINT PELLETS EXPENDITURES FOR THE PERSONAL BENEFIT OF BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH

DATE	BENEFICIARY	INVOICE NUMBER	VENDOR	BILL TO	SHIP TO	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
								U S DOLLAR	DANISH KRONE
12/10/2012		121126	MFF Cargo Quality Services 8770 SW 72nd Street Suite 204 Miami, FL 33173	Eden Pellets, LLC 2036 Atlantic Avenue Chesapeake, VA 23324	Blue Point Pellets 2036 Atlantic Avenue Chesapeake, VA 23324	Pallets/Shipping - Paid \$200 in excess of invoice balance		200.00	
12/10/2012		121126	Unicon International 8770 SW 72nd Street Suite 204 Miami, FL 33173	Eden Pellets, LLC 2036 Atlantic Avenue Chesapeake, VA 23324	Blue Point Pellets 2036 Atlantic Avenue Chesapeake, VA 23324	Pallets shipped to Eden Pellets		11,893.00	
2012		No invoice	Miscellaneous Vendors			Restaurants, Tourist Attractions, Clothing Stores		364.00	
2012		No invoice	Tivoli			Amusement Park		77.00	
2012		No invoice	Radisson			Travel - Senegal trip		1,744.00	
2012		No invoice	Primstone			Travel to Senegal, purchase of clothing, additional non- business expenditures		2,599.00	
1/14/2013		No invoice	Allbaba.com	ben@primstonedevelopment.com	Primstone Development	Application for Gold Supplier		2,999.00	
4/29/2013	BGD	6VG2PL	Global Sales Department Expedia-United Airlines	ben@primstonedevelopment.com		Upgrade seating and unapproved traveler		985.24	
10/24/2013	BGD	112-3317046- 6137854	Amazon.com	Jeremy Pond 39500 Weld County Rd. 13 Fort Collins, CO 80524	Jeremy Pond 3717 S. Taft Hill Rd., Lot 255 Fort Collins, CO 80526	TomTom GO GPS Navigator never returned to Blue Point Pellets		242.98	
2013		No invoice	Other Vendors			Restaurants, Tourist Attractions, Clothing Stores		955.00	
2013		No invoice	Tivoli			Amusement Park		181.00	
2013		No invoice	Primstone			Travel to Senegal, purchase of clothing, additional non- business expenditures		350.00	
1/28/2014		28/01/1413	Fuel Suppliers Ltd National Energy	Jeremy Pond Primstone Development 3416 W County Rd. 54G La Porte, CO 80535	Jeremy Pond Primstone Development 3416 W County Rd. 54G La Porte, CO 80535	Corn Husks shipped from Africa to Eden Pellets address		4,892.57	
1/28/2014		28/01/1414	Fuel Suppliers Ltd National Energy	Jeremy Pond Primstone Development 3416 W County Rd. 54G La Porte, CO 80535	Jeremy Pond Primstone Development 3416 W County Rd. 54G La Porte, CO 80535	Corn Husks shipped from Africa to Eden Pellets address		4,892.57	
1/29/2014		28/01/1414	Fuel Suppliers Ltd National Energy	Jeremy Pond Primstone Development 3416 W County Rd. 54G La Porte, CO 80535	Jeremy Pond Primstone Development 3416 W County Rd. 54G La Porte, CO 80535	Corn Husks shipped from Africa to Eden Pellets address		686.72	
2/12/2014	BGD	VD 00034	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		90.00
7/14/2014	BGD	X7OMFH	Expedia	jeremy@primstonedevelopment.com		Airline Tickets		749.00	
7/21/2014		VD 00168	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		280.00
7/21/2014		VD 00169	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		103.00

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

BLUE POINT PELLETS EXPENDITURES FOR THE PERSONAL BENEFIT OF BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH

DATE	BENEFICIARY	INVOICE NUMBER	VENDOR	BILL TO	SHIP TO	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
								U S DOLLAR	DANISH KRONE
8/15/2014	BGD	4291953600	Apple Online Store	Jeremy Pond 1001-A East Harmony Rd. Box 516 Fort Collins, CO 80525	Ben Davenport 3416 W County Road, 54g Laporte, CO 80535	Airport Time Capsul never returned to Blue Point Pellets		412.97	
9/8/2014		22QM/WY	Expedia	jeremy@primestonedave opment.com		Airline Tickets		508.60	
9/12/2014		423256356	Scribd	jeremy@primestonedave opment.com	jeremy@primestonedave opment.com	Reading App		9.00	
9/13/2014		108 2403328367	Icelandic Air			Upgrade Seating		2,868.00	
9/15/2014		VD 00226	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		264.00
9/15/2014		VD 00227	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		124.00
9/19/2014		97539	BOSS HUGO BOSS Regent Street 184 W1R 5DF London			Clothing store		135.31	
9/27/2014	BGD	526244930444 9 526244930445 0	Southwest Airlines	Visa 0441		Airfare from Denver to Tucson and return for Benjamin Davenport and Gideon Grey Davenport		822.20	
11/13/2014		NGD-279587	Nail Gun Depot 2150 Waycross Road Cincinnati, OH 45240	Jeremy Pond 1001-A E. Harmony Rd. Box 516 Fort Collins, CO 80525	Benjamin Davenport 3416 West County Road 54G La Porte, CO 80535	Framing Nailer	R&D Expense	707.43	
11/24/2014		VD00123	DET National History Museum			Souvenir and Smykker	Due to Blue Point Pellets-US		849.00
2014		No invoice	A Briggs Passport and Visa			Visa and passport services		1,259.00	
2014		No invoice	Clearma.com			Airport security clearance		310.00	
2014		No invoice	Additional Vendors			Restaurants, Tourist Attractions, Clothing Stores		710.00	
2014		No invoice	Texas de Brazil			Restaurant		226.00	
2014		No invoice	Primestone			Travel to Senegal, purchase of clothing, additional non- business expenditures		(395.00)	
6/4/2014		20375717	Expedia			Airline Tickets		3,513.70	
2014		No invoice	Tivoli			Amusement Park		88.00	
2014		16131	Hotwire Direct	Primestone	Jeremy Pond 1001-A E. Harmony Rd. Box 516 Fort Collins, CO 80525	Equipment shipping cost		209.00	
2014		No invoices	Additional Vendors			Food and drink		50.00	
1/6/2015		No invoice	News Travels Denver International Airport			Food, Misc. merchandise		56.60	

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

BLUE POINT PELLETS EXPENDITURES FOR THE PERSONAL BENEFIT OF BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH

DATE	BENEFICIARY	INVOICE NUMBER	VENDOR	BILL TO	SHIP TO	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
								U S DOLLAR	DANISH KRONE
1/12/2015		M00139	The Shard The View from The Shard 32 London Bridge St. London			Observation deck in London		128.00	
2/9/2015		VD 00428	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		240.00
4/13/2015		No invoice	News Travels Denver International Airport			Food, Misc. merchandise		16.14	
4/20/2015		VD 00090	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		160.00
4/20/2015		VD 00091	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		230.02
6/2/2015		145899	Cinemaxx Fisketorv			Theater Tickets			275.13
6/2/2015			Cinemaxx Fisketorv			Theater Tickets			144.00
7/3/2015		569204 647319	Sol Og Strand Feriehusudlejning A/S Lisigvej 21, Hune DK-9492 Blokhus	Benjamin Davenport 3416 West County Road 54G Fort Collins, CO 80535		Unreturned deposit and damages related to rental property in Denmark			10,000.00
7/7/2015		No invoice	Southwest Airlines			Upgraded seating and unapproved traveler Clothing			682.00
7/14/2015		No invoice	Pioneer (House Pioneer) Brogade 10 4600 Koge						2,300.00
7/11/2015		1533269	Kino.dk Cinemaxx Copenhagen			3 tickets for Terminator Genisys	Travel Opex: Meals and Entertainment		515.20
7/17/2015		VD 00130	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		90.00
7/20/2015		VD 00133	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		80.00
7/30/2015	BGD	715085	Rite-Hite Corporation 7801 Elm Street NE Fridley, MN 55432	Primestone Development 1001-A E. Harmony Rd. Box 516 Fort Collins, CO 80525	Benjamin Davenport Primestone Development 1001-A E. Harmony Rd. Box 516 LaPorte, CO 80525	Stainless Steel Melting Pot	CIP -- Plastic Processing Equipment	1,924.00	
8/1/2015	BGD	103278	Juhl-Sorensen A/S Brofogedvej 10 2400 Kobenhavn NV	Benjamin Davenport 1001-A E. Harmony Rd. Box 516 Fort Collins, CO 80525		Rental of two pianos 8/21/15 to 11/20/15	Travel Opex: Meals and Entertainment	1,548.00	
8/3/2015		VD 00009	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		95.00
8/3/2015		VD 00010	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		176.30
8/7/2015		VD 00021	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		95.00
8/7/2015		VD 00022	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		110.62
8/17/2015		No invoice	News Travels Denver International Airport			Food, Misc. merchandise		8.34	
8/19/2015		No invoice	Dominos			Food and drink		269.00	

BLUE POINT PELLETS, LLC & BLUE POINT PELLETS ApS DENMARK

BLUE POINT PELLETS EXPENDITURES FOR THE PERSONAL BENEFIT OF BENJAMIN EUGENE DAVENPORT AND KIRK ADAM SMITH

DATE	BENEFICIARY	INVOICE NUMBER	VENDOR	BILL TO	SHIP TO	DESCRIPTION	EXPENSE ACCOUNT	AMOUNT	
								U S DOLLAR	DANISH KRONE
8/20/2015		53039	Hertz Music A/S Tuelsborgvej 3 4180 Soro, Denmark	Jeremy Pond Veddingevej 14 4550 Asnaes	Veddingevej 14 4550 Asnaes	Rental of Cello, Violin, and Fragt	Travel Opex: Meals and Entertainment		3,455.00
8/21/2015		124563	Starbucks Copenhagen Airport			Food and drink		76.00	
8/24/2015	BGD	103435	Juhl-Sorensen A/S Brofogedvej 10 2400 Kobenhavn NV	Benjamin Davenport 1001-A E. Harmony Rd. Box 516 Fort Collins, CO 80525		Piano Rental 9/1/15 to 11/20/15	Travel Opex: Meals and Entertainment	765.00	
11/19/2015		VD 00777	Cinemaxx Danmark AS			Theater Tickets	Travel: Meals and Entertainment		99.00
2015		No invoice	Tivoli			Amusement Park		58.00	
2015		No invoice	Jack Jones Fisketorvet			Clothing Store		207.00	
2015			Additional Vendors			Restaurants, Tourist Attractions, Clothing Stores		1,102.00	
2015		No invoice	Clearme.com			Airport security clearance		493.00	
2015		No invoice	Unknown Vendor			Shipping costs for coffee pot		482.00	
2015		No invoice	Simply Mac Shop			Computer		2,076.00	
2015		No invoice	G Star			Clothing Store		288.00	
2015		No invoice	Unox Automat			Gas Station		300.00	
2015		No invoice	Additional vendors			Food and drink		1,148.00	
								56,190.37	20,457.27
								One Danish Krone equals 0.14 U S Dollar; 20,457.27 Danish Krone equals \$2,864.02	
								59,054.39	