

Fill in this information to identify the case:

Debtor 1	Blue Earth, Inc.
Debtor 2	(Spouse, if filing)
United States Bankruptcy Court	Northern District of California
Case number:	16-30296

FILED
 U.S. Bankruptcy Court
 Northern District of California
 4/4/2016
 Edward J. Emmons, Clerk

**Official Form 410
 Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Financial Reporting Advisors, LLC	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Financial Reporting Advisors, LLC	
	Name	Name
	100 No. LaSalle Street Suite 2215 Chicago, IL 60602	
	Contact phone 312-345-9102	Contact phone
	Contact email petersen@finra.com	Contact email
	Uniform claim identifier for electronic payments in chapter 13 (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

<p>6. Do you have any number you use to identify the debtor?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p>7. How much is the claim?</p>	<p>\$ 20130.00</p> <p>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Services performed with respect to advise on accounting and financial reporting matters</p>
<p>9. Is all or part of the claim secured?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>
<p>10. Is this claim based on a lease?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</p>
<p>11. Is this claim subject to a right of setoff?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	
	<input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 4/4/2016
MM / DD / YYYY

/s/ Richard Petersen

Signature

Print the name of the person who is completing and signing this claim:

Name Richard Petersen

First name Middle name Last name

Title Managing Director

Company Financial Reporting Advisors, LLC

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 100 No. LaSalle Street

Number Street

Chicago, IL 60602

City State ZIP Code

Contact phone 312-345-9102 Email petersen@finra.com



Financial Reporting Advisors, LLC
100 North LaSalle Street, Suite 2215
Chicago, Illinois 60602
312.345.9101
www.FinRA.com

December 21, 2015

Mr. G. Robert Powell
Chief Executive Officer
Blue Earth, Inc.
235 Pine Street, Suite 1100
San Francisco, CA 94104

Dear Mr. Powell:

This letter agreement confirms our understanding of the arrangements made with you for Financial Reporting Advisors, LLC ("FRA") to provide assistance with regard to financial reporting matters.

Scope

Our work, to be performed from time to time as requested by you or your designee, is to provide you with our views on questions related to financial reporting in accordance with United States generally accepted accounting principles (US GAAP) or International Financial Reporting Standards (IFRS), as appropriate. For this purpose, US GAAP includes: (a) the Financial Accounting Standards Board's *Accounting Standards Codification* and (b) Regulation S-X, Financial Reporting Releases, and Staff Accounting Bulletins from the Securities and Exchange Commission. IFRS includes (a) standards from the International Accounting Standards Board (IASB) and its predecessor and (b) consensus positions of the IASB's International Financial Reporting Interpretations Committee and its predecessor.

AICPA Statement on Auditing Standards No. 50, *Reports on the Application of Accounting Principles*, as amended ("SAS 50"), sets forth the standards accountants should follow when rendering a written opinion on the application of accounting principles to specific transactions (or an oral opinion in a situation in which the opinion is intended to be used by management as an important factor in reaching a decision on the application of accounting principles to a specific transaction). It is expected that, in general, our work for you will not be within the scope of SAS 50.

This agreement covers the period from the date of this letter through December 31, 2016 and may be renewed annually by mutual agreement of Blue Earth, Inc. ("Blue Earth") and FRA.

Deliverables

Our work product, whether oral or written, is solely for Blue Earth's internal use. We will not prepare or issue a written report unless requested by you to do so.

If you prepare a written document for external use or distribution on any matter that refers to FRA or our work, you agree to make available to us that document prior to its finalization. You agree that we may read the document and verify the accuracy of references to our work. We will communicate to you any errors, misleading items or significant omissions we identify and work with you to resolve any such matters.

Responsibilities

It is essential that you provide us with complete and accurate information whenever requesting FRA's view or evaluation. You acknowledge that FRA will rely upon the completeness and accuracy of information provided by you or your designee. Blue Earth's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by us, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other work product or deliverables to Blue Earth.

Confidentiality

We understand and agree that all communications between FRA and you, as well as any materials or information developed or received by us pursuant to this agreement, whether oral or written, will be treated by FRA as confidential. Accordingly, we agree, subject to applicable professional standards, law or court order, not to disclose any of our communications, or any of the information we receive or develop in the course of our work for you, to any person or entity apart from your firm or such other persons or entities as your company may designate.

If access to or disclosure of any of the materials in our possession relating to this agreement is sought by a third party, we will promptly notify you of such action, and cooperate with you concerning our response to that request.

Conflicts of Interest

We are not aware of any situations which, in our view, constitute actual conflicts of interest and which would impair our ability to objectively provide assistance to Blue Earth. We take no responsibility for monitoring for possible conflicts that could arise during the course of the engagement, although we will inform you promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us that, in our judgment, would impair our ability to perform objectively.

Personnel

Our work will be performed by one or more of the following four individuals: John E. Stewart, Richard R. Petersen, Amy A. Ripepi, Scott A. Taub.

Fees

Charges for our work will be based on our standard hourly rate of \$610 per hour. Hours billed will be rounded to the nearest half-hour.

Mr. G. Robert Powell
December 21, 2015
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Out-of-pocket costs for travel, messenger costs and the like will be billed separately. We will submit to you billings on a monthly basis, setting out the nature of the costs incurred in such detail as you may reasonably request. Payment of our billings will be made within thirty (30) days of receipt of the billing, and any invoices not paid when due will accrue interest at the rate of 1.5% per month. For your information, our Taxpayer Identification Number is 41-2039474. This number should be used by you in filings concerning the reporting of fees paid to FRA.

With respect to any services, work product or other deliverables provided by FRA, FRA's liability shall in no event exceed the fees it receives hereunder for the portion of the work giving rise to liability nor include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). Blue Earth shall upon the receipt of written notice indemnify FRA and its managers, members and employees, against all costs, fees, expenses, damages and liabilities (including defense costs) associated with any third-party claim arising from or relating to any services, work product or deliverables that Blue Earth uses or discloses to others, or this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including contract, statute, any form of negligence whether of Blue Earth, FRA or others, tort, strict liability or otherwise) and whether or not FRA was advised of the possibility of the damage or loss asserted. Such terms shall also continue to apply after any termination of this agreement and during any dispute between the parties.

Without limiting the generality of the preceding paragraph, Blue Earth hereby releases and agrees to defend, indemnify and hold harmless FRA, its managers, members and employees, from any liability and costs relating to services performed by FRA, when such liability or costs are attributable to or arise out of information provided by Blue Earth, Blue Earth's employees or Blue Earth's agents or designees that is not complete, accurate or current. This paragraph shall survive the termination of this arrangement.

We are very pleased to be asked to serve you in this matter. Please be assured this assignment will be given our close attention.

Sincerely,

Financial Reporting Advisors, LLC

By: 

Agreed and Acknowledged:

Blue Earth, Inc.

By: 



Financial Reporting Advisors, LLC
100 N. LaSalle Street, Suite 2215
Chicago, Illinois 60602
312.345.9101
www.FinRA.com

INVOICE

January 12, 2016

Invoice Number: BLU-15-12

Blue Earth, Inc.
235 Pine Street, Suite 1100
San Francisco, CA 94104

Professional fees for services during December 2015 related to the following:

Research and consultation regarding (1) the Company's response to a comment letter received from the SEC staff and (2) accounting for the disposition of a subsidiary in a transaction with Company's shareholders
(22.0 hours at \$610 per hour) \$ 13,420

Please remit payment within 30 days to Financial Reporting Advisors, LLC, 100 North LaSalle Street, Suite 2215, Chicago, IL 60602. For your records, our taxpayer identification number is 41-2039474.



Financial Reporting Advisors, LLC
100 North LaSalle Street, Suite 2215
Chicago, Illinois 60602
312.345.9101
www.FinRA.com

INVOICE

February 11, 2016

Invoice Number: BLU-16-01

Blue Earth, Inc.
235 Pine Street, Suite 1100
San Francisco, CA 94104

Professional fees for services during January 2016 related to the following:

Research and consultation regarding (1) the Company's response to a comment letter received from the SEC staff; (2) accounting for the disposition of a subsidiary in a transaction with Company's shareholders; and (3) assessing impairment of long-lived assets
(6.0 hours at \$610 per hour) \$ 3,660

Please remit payment within 30 days to Financial Reporting Advisors, LLC, 100 North LaSalle Street, Suite 2215, Chicago, IL 60602. For your records, our taxpayer identification number is 41-2039474.



Financial Reporting Advisors, LLC
100 North LaSalle Street, Suite 2215
Chicago, Illinois 60602
312.345.9101
www.FinRA.com

INVOICE

March 10, 2016

Invoice Number: BLU-16-02

Blue Earth, Inc.
235 Pine Street, Suite 1100
San Francisco, CA 94104

Professional fees for services during February 2016 related to the following:

Research and consultation regarding (1) amending prior amended Form 10-K for additional errors; (2) disclosures when a restated set of statements is restated again; (3) classification in the statement of financial position for acquired costs incurred related to the rights to construct power plants; (4) location of quarterly data in a Form 10-K; and (5) questions related to Form 10-K filing requirements
(5.0 hours at \$610 per hour) \$ 3,050

Please remit payment within 30 days to Financial Reporting Advisors, LLC, 100 North LaSalle Street, Suite 2215, Chicago, IL 60602. For your records, our taxpayer identification number is 41-2039474.