FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2010-08-16** | Period of Report: **2010-06-30**
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FILER

US SOLARTECH INC

CIK:**1456926**| IRS No.: **270128686** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **10-Q** | Act: **34** | File No.: **333-157805** | Film No.: **101019982**
SIC: **3674** Semiconductors & related devices

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: June 30, 2010

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 333-157805

US SOLARTECH, INC.
(*Exact name of registrant as specified in its charter*)

DELAWARE	**27-0128686**
(*State or other jurisdiction of incorporation or organization*)	(*IRS Employer Identification No.*)

199 Main Street, Suite 706, White Plains, New York 10601
(*Address of principal executive offices*)

(914) 287-2423
(*Issuer's telephone number, including area code*)

(*Former name, former address, if changed since last report)*

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Registrant became subject to such filing requirements on November 12, 2009, upon the effectiveness of the Registrant's registration statement on Form S-1.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.
(Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer (Do not check if a smaller reporting company)	☐	Smaller reporting company	☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares outstanding of the issuer's common stock as of the latest practicable date: 15,135,527 shares of common stock, $.0001 par value per share, as of August 16, 2010.

US SOLARTECH, INC.

FORM 10-Q INDEX

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

US SolarTech, Inc.
(A Development Stage Company)
CONSOLIDATED BALANCE SHEETS

ASSETS	June 30, 2010 (Unaudited)	December 31, 2009
CURRENT ASSETS:		
Cash and equivalents	$ 183,910	$ 117,760
Prepaid expenses and other current assets	1,374	2,748
Total current assets	185,284	120,508
FIXED ASSETS, net	669,257	653,020
OTHER ASSETS		
Intellectual property, net	1,058,506	1,044,232
Deposits on long-term and other assets	113,235	113,235
TOTAL ASSETS	$ 2,026,282	1,930,995
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	$ 798,685	733,872
Accrued compensation to officers	500,001	250,000
Total current liabilities	1,298,686	983,872
Due to officers, noncurrent	1,045,900	1,045,900
Convertible subordinated note payable, net of unamortized discount	280,507	343,483
Convertible senior note payable, net of unamortized discount	224,484	—
Redeemable preferred stock, $.0001 par value, 10,000,000 shares authorized; 0 and 666,666 shares issued and outstanding at June 30, 2010 and December 31, 2009, respectively, net of unamortized discount	—	919,919
Total liabilities	2,849,577	3,293,174
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' DEFICIENCY:		
Common Stock, $.0001 par value, 100,000,000 shares authorized; 15,125,527 and 12,915,735 shares issued and outstanding at June 30,2010 and December 31, 2009, respectively	1,512	1,292
Additional paid-in capital	5,200,074	3,631,345
Deficit accumulated during the development period	(6,024,881)	(4,994,816)
Total stockholders' deficiency	(823,295)	(1,362,179)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY	$ 2,026,282	$ 1,930,995

See notes to financial statements

US SolarTech, Inc.
(A Development Stage Company)
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three months ended June 30,		Six months ended June 30,		Cumulative Since Inception To June 30,
	2010	2009	2010	2009	2010
REVENUES:					
	$ —	$ —	$ —	$ —	$ —
COSTS AND EXPENSES:					
Research and development	144,258	180,582	337,009	392,311	1,491,442
General and administrative	223,931	384,698	476,156	624,382	4,439,605
Total costs and expenses	368,189	565,280	813,165	1,016,693	5,931,047
OTHER INCOME (EXPENSE):					
Interest income	—	3,444	2	8,102	30,200
Interest expense	(164,277)	(26,694)	(216,902)	(80,081)	(411,822)
Gain on sale of investment in MEFC	—	—	—	—	287,788
Total other expense	(164,277)	(23,250)	(216,900)	(71,979)	(93,834)
NET LOSS	(532,466)	(588,530)	(1,030,065)	(1,088,672)	(6,024,881)
Preferred stock dividends	(6,452)	(12,500)	(18,952)	(37,500)	(81,452
Net loss attributable to common stockholders	$ (538,918)	$ (601,030)	$ (1,049,017)	$ (1,126,172)	$ (6,106,333)
Basic and diluted net loss attributable to common stockholders per share	$ (.04)	$ (.05)	$ (0.08)	$ (0.09)	$ N/A
Shares used in computing basic and diluted net loss attributable to common stockholders per share	14,074,544	12,670,023	13,522,760	12,668,318	N/A

See notes to financial statements

US SolarTech, Inc.
(A Development Stage Company)
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Six months ended June 30,		Cumulative Since Inception to June 30,
	2010	**2009**	**2010**
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	$ (1,030,065)	$ (1,088,672)	$ (6,024,881)
Adjustments to reconcile net loss to cash used for operating activities:			
Depreciation and amortization	64,920	64,920	338,326
Gain on sale of investment in MEFC	0	0	(287,788)
Non-cash interest expense	172,192	80,081	331,590
Stock based compensation	53,346	112,807	171,987
Issuance of members' equity in exchange for service	0	0	70,000
Increase (decrease) in cash from:			
Prepaid expenses and other current assets	1,374	(2,635)	(26,374)
Accounts payable and accrued expenses	127,313	115,040	806,185
Accrued officers compensation	250,001	0	500,001
Amounts payable to officers	—	(118,511)	(146,755)
Notes payable to officers	0	0	1,097,655
Cash used for operating activities	(360,919)	(836,970)	(3,170,054)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of fixed assets	(44,809)	(128,780)	(769,258)
Intellectual property	(50,622)	(95,332)	(626,831)
Deposits on long term assets	0	0	(98,235)
Proceeds from sale of investment in MEFC	0	0	297,788
Loan receivable	0	0	(575,000)
Cash used for investing activities	(95,431)	(224,112)	(1,771,536)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from issuance of subordinated convertible notes	0	0	525,000
Proceeds from issuance of membership interests	0	0	4,078,000
Proceeds from issuance of Senior Note	87,500	0	87,500
Proceeds from issuance of Common Stock	435,000	0	435,000
Cash provided by financing activities	522,500	0	5,125,500
INCREASE (DECREASE) IN CASH AND EQUIVALENTS	66,150	(1,061,082)	183,910
CASH AND EQUIVALENTS, BEGINNING OF PERIOD	117,760	1,717,265	—
CASH AND EQUIVALENTS, END OF PERIOD	$ 183,910	$ 656,183	$ 183,910

See notes to financial statements

US SOLARTECH, INC.

(A Development Stage Company)

NOTES TO THE FINANCIAL STATEMENTS

1. Nature of Business, Basis of Presentation, and Going Concern

US SolarTech, Inc. (the "Company"), formed in September 2004, seeks to commercialize its Plasma Outside/Inside technology and other technologies for the making of silicon used in the production of solar cells and other products for the rapidly growing solar energy industry. The Company has not recognized any revenues to date; accordingly, it is classified as a development stage company.

The Company is subject to a number of risks similar to those of other development stage companies. Principal among these risks are dependence on key individuals, competition from substitute products and larger companies, the successful development and marketing of its products and the need to obtain additional financing necessary to fund future operations. Such risks are defined more fully in the Company's Form 10-K filed on April 19, 2010.

These financial statements have been prepared on the basis that the Company will continue as a going concern. In December 2009, the Company signed a $300 million, 6 year memorandum of understanding ("MOU") for solar grade silicon ("SGS"). The MOU will be converted to a binding purchase order upon customer acceptance of product samples matching the prospective customer's quality and quantity specifications. Therefore, during the past six months, the Company has been devoting substantially all of its efforts toward completing the samples for this potential order as and to securing the project financing needed to build a production facility capable of filling the order. To do so, the Company modified its plasma system. Testing, which began in mid-March of 2010, has proven our ability to produce SGS with a purity level of 6N using the modified system. Since then we have been modifying the system to consistently make samples that satisfy the 6N or better order specification. In addition, considerable time has been devoted to raising funds in order to build a manufacturing facility. In addition to passive investor financing, potential customers have approached the Company in order to participate in the funding of the initial facility or a second facility, although the Company has not entered into any binding agreements in connection therewith.

Over time we expect to re-introduce our plasma technology in order to maximize the efficiency and benefits of the plasma system and to further purify our SGS. We expect that the design modifications we intent to implement will result in a patentable process. The Company expects to complete its product testing during the third quarter of 2010. Final product testing costs together with general and administrative costs will result in continuing operating losses for the near term.

Independent laboratories and potential customers are involved in testing and we expect to begin sending product samples to potential customers for testing during the third quarter of 2010. As we approach product our prospective customer's product acceptance, we expect to begin recruiting additional full-time personnel, including process and chemical engineers, operating technicians, and administrative staff.

On February 1, 2010, the Company filed an application with respect to "Plasma Deposition Apparatus and Method for Making High Purity Silicon," representing its fifth patent filing relating to the solar industry.

The Company believes that its current resources together with its access to additional funds may not be sufficient to satisfy its operating costs through June 30, 2011. Access to additional funds is uncertain at this time. In April and May 2010, the Company raised approximately $500,000 in working capital; however, the Company will need to obtain additional funding for working capital and to commercialize its products. To be a going concern, additional capital is required, whether through the sale of equity and debt securities or through collaborative arrangements with partners. If the Company is unable to obtain capital through these sources, it may have to seek other sources of capital or re-evaluate its operating plans**.** Specifically, the Company is in discussions with several domestic and offshore entities, that have expressed a strong interest in funding the Company's operating plan either through debt and/or equity financing conditioned upon our prospective customer's acceptance of samples. To ensure the Company's ability to satisfy its cash needs, the Company has, among other actions, reduced its cash operating budget, offered excess equipment for sale, and implemented a broader interim financing plan. See: Footnotes 2 and 3 – Sale of Series A, Senior Convertible Note and Stockholders' Deficiency, respectively.

The accompanying unaudited financial statements of the Company for the three and six months ended June 30, 2010 and 2009 should be read in conjunction with our audited financial statements and notes filed with our annual report on Form 10-K, filed on April 19, 2010. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and with the instructions to Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for the fair presentation of these financial statements have been included. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in

the financial statements and accompanying notes. Interim results are not necessarily indicative of results to be expected for other interim periods or for the entire year ending December 31, 2010.

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2. Sale of Series A Senior Notes

During the quarter ended March 30, 2010, the Company sold $22,500 in aggregate principle amount of Series A Senior Notes due September 30, 2011 (“Senior Notes”) plus warrants to executive officers. During the quarter ended June 30, 2010, the Company sold $65,000 in aggregate principle amount of the Senior Notes plus warrants to lenders that are also holders of the September 30, 2009 convertible subordinated notes ("2009 Notes"). Neither such securities nor the securities issuable upon conversion thereof were registered under the Securities Act of 1934 and all such securities may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The disclosure contained herein does not constitute an offer to sell or a solicitation of an offer to buy any securities of the Company, and is made only as permitted by Rule 135c under the Securities Act.

Interest. Interest accrues at the rate of 20% per annum from the date the notes were sold through September 30, 2011, provided, however, that if as of December 31, 2010, the Senior Note is converted in whole or in part, for purposes of calculating the number of shares of the Company’s common stock to be issued upon conversion, the portion of the principal sum being converted shall be deemed to have accrued interest at a rate of 35% per annum.

Conversion. Subject to the terms of the Senior Note, a holder may convert the Senior Note into our common stock at any time through December 31, 2010. During such period, a holder of Senior Notes shall, acting in its sole discretion, be entitled to convert any portion or all of the principal sum and unpaid interest accrued under the note into shares of the Company’s common stock at $1.50 per share, provided that notwithstanding any provision in the Note, such conversion price shall be $.50 per share with respect to Senior Note holders who also hold 2009 Notes. In addition, following the sale of $435,000 in equity at a share price of $.50, pursuant to the lender protection features discussed below, the conversion price of all the convertible subordinated notes was adjusted to $.50 from the previous $1.50.

If at any time on or after the beginning of the period during which the holder may convert, the weighted average share price equals or exceeds $2.00 per share for 20 consecutive trading days, we are required to provide the Holder with a written notice stating that the requirements for conversion at our option have been met, whereupon on the 5th business day following the holder’s receipt of such notice, we shall have the right, at our sole discretion, to convert all of the principal sum of the Senior Notes and unpaid interest accrued thereon into shares of our common stock at the conversion price set forth in the preceding paragraph.

Priority Loan Repayment. The Principal Sum and accrued and unpaid interest on the Senior Notes shall be payable in full on September 30, 2011, unless the Principal Sum and unpaid interest has been earlier converted pursuant to the loan terms, provided further, that notwithstanding any provision herein, any unconverted Principal Sum and unpaid interest shall become immediately payable to Holder within 10 business days following the date on which the Company receives proceeds from (i) the Company’s sale of any of the Company’s assets, whether tangible or intangible but excluding the sale of the Company’s products in the ordinary course of business; (ii) settlement of the Company’s litigation whether in whole or in part; (iii) new debt or equity financings to the extent such financings exceed, in the aggregate $3 million subject to the terms and conditions of such financing; and (iv) any combination thereof.

Lender Protection. Under the terms of the 2009 Notes, in the event that the Company issues other securities, whether debt or equity, under more favorable terms at any time prior to the maturity of the 2009 Notes, the Company would be obligated to adjust the 2009 Notes to provide the holder of such notes with such favorable terms and provisions, provided however, that such adjustment shall only be made on a pro rata weighted average basis. In addition, under the terms of the Senior Notes, if a 2009 Note holder invested in a Senior Note, in addition to the holder receiving a Senior Note, an equal amount of the 2009 Note was converted into a Senior Note. Accordingly, in addition to the receipt of $87,500 of Senior Note proceeds from investors, $152,500 of the $525,000 2009 Notes were exchanged for $152,500 of Senior Notes.

Use of Proceeds. The proceeds from the private sale of notes were used primarily for working capital.

Warrants Each purchaser of Senior Notes received the number of warrants enabling the holder to purchase shares of our common stock at a purchase price equal to 50% of the loan amount at a fixed price. The warrants are exercisable at anytime and entitle the holder to purchase the number of shares of our common stock at $1.50 per share with respect to the executive officers and at $.50 per share with respect to note holders who also hold the 2009 Notes. The warrants expire September 30, 2011.

The fair value of the warrants issued to the Senior Note holders was estimated using the Black-Scholes valuation model with the following assumptions: risk-free interest rate of 0.5%, expected life of 1.33 years, no expected dividend yield, and an expected volatility of 80%. The value of the warrants was $9,567 and is being amortized to interest expense over the period from issuance through September 30, 2011.

After allocating the proceeds of the notes between the Senior Notes and the warrants based on their relative fair values, the conversion price of the Senior notes was less than the market value of the common stock. Consequently, we determined that there was a beneficial conversion feature in the amount of $5,332. The beneficial conversion feature is being accreted into interest expense over the period from issuance through September 30, 2011.

3. Stockholders' Deficiency

On February 10, 2010, the board of directors approved the issuance of 100,000 shares of common stock as compensation to certain creditors in connection with their agreement to defer payments until the Company secures additional financing. Of the 100,000 shares, 86,666 have been issued by March 31, 2010. The shares were valued at $.50 per share based on recent sales of common stock.

In addition, the board subsequently approved the sale of the Company's stock at not less than $.50 per share, the proceeds from which would be used for working capital.

On April 5, 2010, as part of our interim financing effort, we began offering shares of our common stock at $.50 per share to existing shareholders and to a limited number of accredited investors with whom the Company had a prior relationship. As of June 30, 2010, the proceeds from equity sales totaled $435,000. In addition, on May 17, 2010, Mr. Abdulaziz Alnamlah signed a commitment letter to (i) invest approximately $270,000 (1 million Saudi Riyals) to purchase 540,000 shares of our common stock at $.50 per share (included in the $435,000 above) and (ii) to convert all of his Series A Preferred Stock holdings plus unpaid dividends into shares of the Company's common stock, at a conversion price of $.90 per share instead of the original conversion price of $1.50 per share, as soon as possible. As of the May 17, 2010 conversion date, a total of $1,081,000 in preferred stock that included $81,000 in unpaid dividends was converted into approximately 1,200,000 shares of common stock.

4. Earnings (loss) per Share

Basic net loss per share is computed by dividing net loss attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period. Diluted net loss per share is computed by dividing net loss attributable to common stockholders by the weighted average number of shares of common stock and the dilutive potential common stock equivalents then outstanding. Potential common stock equivalents consist of warrants and convertible preferred stock. Since we had a net loss for the three and six months ended June 30, 2010 and 2009, the inclusion of convertible preferred stock and warrants in the computation would be anti-dilutive.

5. Warrants

A summary of our outstanding warrants, as of June 30, 2010, follows:

Issue Date	Number of Warrants	Exercise Price	Maturity Date
January 1, 2009	685,624	$1.50	January 1, 2012
September 30, 2009	262,500	$1.50	September 30, 2011
April 10, 2010	11,250	$1.50	September 30, 2011
April 10, 2010	32,500	$0.50	September 30, 2011
Total	991,874		

6. Stock Options

In 2010, a total of 120,000 stock options were issued, the fair market value of which was estimated using the Black-Scholes valuation model with the following assumptions:

Estimated life	3 years
Volatility	80%
Annual dividend rate	0.0%
Risk free interest rate	1.5%

Options issued during 2010 consisted of:

Options to purchase 110,000 shares of common stock were granted to employees on May 1, 2010 with an exercise price of $.50 per share and a fair value of $0.26 per share. Stock-based compensation will be recognized over the three year vesting period.

On June 30, 2010, the Company issued 10,000 stock options, exercisable at $.50 per share for a period of three (3) years from the issuance date to its outside director. The options fully vest upon issuance.

On May 15, 2009, the Company entered into a three year financial services agreement, pursuant to which the Company will issue a total of 300,000 options, subject to specific performance, during the term of the agreement. The first 100,000 were issued on June 30, 2009, pursuant to the agreement, exercisable at $2.00. Thereafter, 50,000 warrants, exercisable at $3.00, will be issued at months 18 and 24 and 50,000, exercisable at $4.00, will be issued at months 30 and 36, all subject to specific performance conditions. The options expire three (3) years from the issuance date and fully vest upon issuance.

Stock-based compensation related to options totaled approximately $10,000 for the six months ended June 30, 2010.

A summary for stock option activity is as follows:

	Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding January 1, 2010	155,000	$1.93	2.94 Years	-
Options granted	120,000	$ .50	2.85 Years	$ -
Outstanding June 30, 2010	275,000	$ 1.30	2.29 Years	$ -
Exercisable June 30, 2010	135,000	$ 1.86	2.02 Years	$ -

The aggregate intrinsic value of options outstanding is calculated based on the positive difference between the closing market price of the Company's common stock at the end of the respective period and the exercise price of the underlying options.

As of June 30, 2010, there was approximately $44,000 of total unrecognized compensation cost related to unvested stock-based compensation arrangements. This amount is expected to be recognized over a weighted average period of 1.34 years. The Company expects 140,000 in unvested options to vest in the future. The weighted-average grant-date fair value of vested and unvested options outstanding at June 30, 2010 was $0.65 and $0.37, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This quarterly report on Form 10-Q includes forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act. For this purpose, any statements contained herein regarding our strategy, future operations, financial position, future revenues, projected costs, prospects, plans and objectives of management, other than statements of historical facts, are forward-looking statements. The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "will," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We cannot guarantee that we actually will achieve the plans, intentions or expectations disclosed in our forward-looking statements. There are a number of important factors that could cause actual results or events to differ materially from those disclosed in the forward-looking statements we make. These important factors include our significant accounting estimates, and the risk factors set forth in our annual report on Form 10-K, which was filed with the Securities and Exchange Commission ("SEC") on April 19, 2010. Although we may elect to update forward-looking statements in the future, we specifically disclaim any obligation to do so, even if our estimates change, and readers should not rely on those forward-looking statements as representing our views as of any date subsequent to the date of this quarterly report.

Overview

We are a technology company positioned to commercialize our proprietary intellectual property to manufacture both high purity and solar grade silicon used in the production of silicon wafers and solar cells. We believe that our unique and versatile approach will enable us to effectively

compete in the rapidly growing solar energy market. As we are in the initial phase of implementing our business plan, we are a developmental stage company and have no revenues to date. Our internet website, currently under construction, will be located at *www.ussolartech.com*.

We were formed on September 9, 2004 as SilicaTech, LLC, a Connecticut limited liability company. Since our formation, we have developed our own proprietary plasma-based technology for use in the solar energy industry. We also purchased certain assets, including patented intellectual property, associated with the manufacture of optical fiber from FiberCore, Inc. a Chapter 7 debtor, pursuant to an Asset Purchase and Settlement Agreement approved by the United States Bankruptcy Court, District of Massachusetts (Western Division) on February 3, 2006. Three of our four directors, Dr. Mohd Aslami, Steven Phillips, and Charles DeLuca, were members of the board of directors of FiberCore, Inc. We are currently exploring opportunities to derive revenues from those purchased assets through licensing technology to manufacturers of optical fiber preform, the high purity glass core from which manufacturers draw optical fiber, as the fiber optic market has shown substantial improvement over the last few years. However, the primary intellectual property on which most of our business plan is based was developed independently by us and was not acquired from FiberCore, Inc.. SilicaTech, LLC was converted into US SolarTech, Inc., a Delaware corporation, as of January 1, 2009.

We have been actively marketing our products and have identified several potential customers. These prospective customers have agreed to test our product samples to determine whether they meet their potential customers' quality and technical specifications. While prices for high purity products appear to have remained relatively stable, solar grade silicon ("SGS"), a lower purity product, prices have declined by 50% in 2009 from 2008, thereby accelerating the demand for SGS.

To take advantage of this market shift, we are advancing a strategy that complements our basic business model in order to maximize shareholder value. As stated in our annual report on Form 10-K, we have been actively involved in building a facility in Thailand to manufacture our core raw material, silicon tetrachloride, which is estimated to significantly lower our cost of manufacture. At the same time, we will fully integrate the manufacture of the silicon tetrachloride with the making of solar grade silicon, which will expand our product line and lower overall manufacturing costs. The solar grade silicon will be manufactured using a proven, lower cost system. A team of seasoned engineers, fully knowledgeable on this system, are in place in Thailand. Product from the Thai facility would be shipped to begin fulfilling a letter of intent, signed on December 9, 2009 for the sale of an estimated $300 million in solar grade silicon over 5 years. Upon sample approval, a definitive purchase agreement will be signed. Later, we will apply our plasma technology to enhance the purity level of the low cost system as well as file a patent application. We have also modified our plasma system in order to manufacture a sample of the solar grade silicon at our U.S. pilot facility. Initial test results have been very positive.

Results of Operations

Research and development expenses

Research and development expenses for the three and six month periods ended June 30, 2010 decreased by $36,000 or 20% and $55,000 or 14%, respectively, as compared to the same periods for 2009. For the three months ended June 30, 2010, the $36,000 decrease was primarily attributable to a reduction in consulting expenses, supplies and in a variety of accounts as part of budget reductions as was the $55,000 decrease for the six months ended June 30, 2010.

General and administrative expenses

General and administrative expenses for the three and six month periods ended June 30, 2010 decreased by $161,000 or 42% and $148,000 or 24%, respectively, as compared to the same periods for 2009. For the three months ended June 30, 2010, the $161,000 decrease was primarily attributable to an $84,000 reduction in non-cash compensation and a $70,000 reduction in legal, accounting and consulting fees. The $148,000, six month decrease was primarily attributable to a $41, 000 reduction in non-cash compensation and an $85,000 reduction in legal, accounting, and consulting fees.

Interest Expense

Interest expense for the three and six month periods ended June 30, 2010 increased by $138,000 and $137, 000, respectively, as compared to the same periods last year. Of the $138,000 increase for the three months ended June 30, 2010, $92,000 represents non-cash interest from the amortization of the fair value of warrants and the beneficial conversion feature related to the Series A Preferred Stock, convertible subordinated notes issued September 30, 2009 and convertible senior notes issued in March and April 2010. The remaining $26,000 relates to the interest on the convertible subordinated notes and the convertible senior notes.

Of the $137,000 increase for the six months ended June 30, 2010, $92,000 represents non-cash interest from the amortization of the fair value of warrants and the beneficial conversion feature related to the Series A Preferred Stock, convertible subordinated notes issued September 30, 2009 and convertible senior notes issued in March and April 2010, including a $37,000 one-time adjustment with respect to the accretion of both the fair value of warrants and the beneficial conversion feature of the convertible subordinated notes issued September 30 2009 and subsequently transferred to senior notes. The remaining $45,000 relates to the interest on the convertible subordinated notes and the convertible senior notes.

The Series A Preferred Stock was converted into common stock on May 17, 2010, prior to the September 30, 2010 maturity date. The remaining $53,000 of unamortized fair market value of the warrants and beneficial conversion feature related to the Preferred Stock were charged to non-cash interest expense and are included in the amounts reflected above.

Liquidity and Capital Resources

For the six months ended June 30, 2010, we used cash of $361,000 for operating activities, representing a decrease of $476, 000 from the $837,000 used in the six months ended June 30, 2009. The $476,000 decrease is attributable to a $92,000 increase in non-cash interest expense, a $59,000 decrease in stock-based compensation, a $370,000 increase in amounts due the executive officers, and a $58,000 decrease in the net loss.

For the six months ended June 30, 2010, we invested $95,000 in equipment and intellectual property, representing a decrease of $129,000 from the $224,000 invested in the six months ended June 30, 2009.

For the six months ended June 30, 2010, we raised cash of $522,500, $435,000 through the sale of common shares and $87,500 through the sale of Senior Convertible Notes. No cash was provided by financing activities for the same period in 2009. See Footnotes 2 and 3, the Sale of Series A Senior Notes and Stockholders' Deficiency.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and our Chief Financial Officer, have performed an evaluation of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) of the Securities Exchange Act of 1934 (Exchange Act)) as of the end of the period covered by this report. This evaluation included consideration of the controls, processes and procedures that are designed to ensure that information required to be disclosed by us in the reports we file under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were not effective.

Our Principal Executive Officer and our Principal Financial Officer have concluded that our disclosure controls and procedures had the following deficiency:

Segregation of Duties: Our management has identified a control deficiency because we lack sufficient staff to segregate accounting duties. We believe the control deficiency results primarily because we have one person performing all accounting and financial reporting duties. As a result, we do not maintain adequate segregation of duties within our critical financial reporting applications, the related modules and financial reporting processes. This control deficiency could result in a misstatement of balance sheet and income statement accounts in our interim or annual financial statements that would not be detected. Accordingly, management has determined that this control deficiency constitutes a material weakness.

As our business and resources grow, we will consider hiring additional personnel to perform accounting and financial reporting functions.

Change in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the first quarter of 2010 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls

In designing and evaluating our disclosure controls and procedures, our management recognizes that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met. In addition, the design of any control system is based in part on certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

POVD Patent Litigation

On February 17, 2006, we filed a declaratory-judgment action against j-fiber GmbH ("J-Fiber") in the United States District Court for the District of Massachusetts. The action was captioned *Silica Tech, L.L.C. v. J-Fiber, GmbH,* 06-CV-10293 (D. Mass.). The action initially was assigned to Judge Reginald C. Lindsay.

The action seeks to establish that we own free and clear of any claims of J-Fiber, all right, title and interest in and to patents and patent applications (together, the "Patent Assets") of FiberCore, Inc. ("FiberCore"). We acquired the Patent Assets in FiberCore's bankruptcy proceedings. J-Fiber is the successor-in-interest of FiberCore's former subsidiary, FiberCore Jena AG ("FC Jena").

The Patent Assets include those described and claimed in the following U.S. patents and related patent applications — along with their respective foreign counterpart patents and patent applications:

- U.S. Patent No. 6,253,580, issued July 3, 2001, entitled "Method of Making a Tubular Member for the Optical Fiber Production Using Plasma Outside Vapor Deposition."
- U.S. Patent Application No. 09/058,207, filed April 10, 1998, entitled "Method of Making an Optical Fiber Preform." (This application relates to U.S. Patent No. 6,536,240).
- U.S. Patent No. 6,536,240, issued March 25, 2003, entitled "Method of Making an Optical Fiber Preform via Multiple Plasma Deposition and Sintering Steps."
- U.S. Patent No. 6,793,775, issued September 21, 2004, entitled "Multiple Torch-Multiple Target Method and Apparatus for Plasma Outside Chemical Vapor Deposition."
- U.S. Patent No. 6,769,275, issued August 3, 2004, entitled "Method for Making Optical Fiber Preform Using Simultaneous Inside and Outside Deposition."

See "*Background and Intellectual property*" in our Form 10K filed April 19, 2010 for a more detailed description of our intellectual property, including our filed patent applications.

Our acquisition of the Patent Assets from FiberCore was approved by a February 3, 2006 order of the United States Bankruptcy Court for the District of Massachusetts, *In re FiberCore, Inc.*, No. 03-46551 (the "Bankruptcy Court Order"). The Bankruptcy Court Order permitted the sale subject to certain "Surviving Claims" retained by J-Fiber. According to the Bankruptcy Court Order, the Surviving Claims were limited to *in rem* claims against the Patent Assets and *"shall not in any manner constitute claims against [US SolarTech]"* (emphasis added).

In addition to acquiring the Patent Assets directly, we believe that pursuant to the Bankruptcy Court Order, we retain a $7,500,000 secured claim to the Patent Assets as against J-Fiber, based on our prior purchase of a collateral interest in the Patent Assets from Tyco and its affiliates. Accordingly, even if the court finds that J-Fiber owns the Patent Assets, we could move to foreclose on the Patent Assets to the extent they are valued up to $7,500,000.

On August 28, 2006, J-Fiber filed an Amended Answer, Counterclaim, and Jury Demand claiming that it is the rightful owner of the Patent Assets. J-Fiber asserted four counterclaims: (I) a conversion claim alleging that the assignments of the Patent Assets by their inventors to FiberCore (the "Assignments") constituted conversions of FC Jena's property; (II) a fraudulent-conveyance claim alleging that the Assignments constituted fraudulent conveyances of FC Jena property; (III) a declaratory-judgment claim seeking a judgment that J-Fiber is the sole and rightful owner of the Patent Assets; and (IV) an alternative declaratory-judgment claim requesting that if the court determines that J-Fiber does not have ownership rights to the Patent Assets, it rule that J-Fiber can use the Patent Assets without being subject to claims of infringement. Included in J-Fiber's Prayers for Relief are requests for attorneys fees, costs, expenses, and "such other equitable or monetary relief as may be just and proper," without specifying an amount of any alleged damages. On September 25, 2006, we filed our answer to J-Fiber's Counterclaim.

Discovery commenced in the summer of 2007. Also in 2007, the parties briefed the issue of choice of law, with J-Fiber arguing that German law should govern the action, while we argued that Massachusetts law governs. On November 9, 2007, the court referred the case to Magistrate Judge Marianne B. Bowler for determination of the applicable law.

On December 31, 2007, we filed a motion for judgment on the pleadings seeking dismissal of J-Fiber's counterclaims pursuant to Federal Rule of Civil Procedure 12(c) (the "12(c) Motion"). We argued that none of the counterclaims qualifies as a "Surviving Claim" permitted by the Bankruptcy Court Order and that each counterclaim fails as a matter of law on independent grounds. At our request, the court stayed depositions pending resolution of the 12(c) Motion.

On January 16, 2008, the court referred the 12(c) Motion to Magistrate Judge Bowler. On February 16, 2008, J-Fiber filed its opposition to the 12(c) Motion. On April 1, 2008, Magistrate Judge Bowler heard argument on the 12(c) Motion, but not on the applicability of German law. During the hearing, J-Fiber's counsel clarified that J-Fiber's counterclaims are *in rem* claims against the Patent Assets and are not damages claims against us. The action was reassigned to Judge William G. Young after Judge Lindsay unfortunately passed away.

On May 19, 2009, Magistrate Judge Bowler issued her Report and Recommendation regarding the applicability of German law and the 12(c) Motion (the "Report"). The Report found that Massachusetts law should govern the action, though it did not foreclose the possibility of a later determination, based on a more developed factual record, that German law applies, "particularly with respect to the assignments of the '775 and '275 patents."

On the 12(c) Motion, the Report found that, Counts I and II of J-Fiber's Counterclaim (for conversion and fraudulent conveyance, respectively) should be dismissed as to all of the Patent Assets except the '240 Patent. Furthermore, the Report concluded that since Counts I and II survive dismissal as to the '240 Patent, Counts III and IV, for declaratory judgment, also should survive. Finally, as to the portions of Counts I and II to be dismissed, the Report indicated that J-Fiber may file a motion for leave to amend its Counterclaim to re-plead those claims. On August 19, 2009, Judge Young adopted the Report as an order of the court, granting in part and denying in part the 12(c) Motion.

On July 22, 2009, we filed an unopposed motion to amend the caption and pleadings in the action to reflect our corporate name change from Solar Tech, L.L.C. to US SolarTech, Inc. The court granted that motion on August 25, 2009. Thus, the action is now captioned *US SolarTech, Inc. v. J-Fiber, GmbH,* 06-CV-10293 (D. Mass.).

On August 24, 2009, J-Fiber filed the first in a series of procedural motions aimed at reviving a related, dormant adversary proceeding in the *In re FiberCore, Inc.* bankruptcy case – *J-Fiber GmbH v. Steven Weiss, Trustee of FiberCore, Inc.*, Adv. Pro. No. 04-4531 (the "Adversary Proceeding"). J-Fiber filed the motions in the United States District Court for the District of Massachusetts and the court assigned Judge Richard G. Stearns, and case number 09-CV-40145 under the caption *In re FiberCore, Inc.*, to the new case. Judge Stearns ultimately granted J-Fiber's motions.

In October 2009, the court reassigned both the main action (06-CV-10293) and the Adversary Proceeding action (09-CV-40145) to Judge Rya W. Zobel.

On December 2, 2009, Judge Zobel held a status conference in the actions. At the conference, J-Fiber agreed to drop its conversion and fraudulent-conveyance counterclaims (Counts I and II) and agreed to proceed solely on its declaratory-judgment counterclaims (Counts III and IV). J-Fiber's decision to drop Counts I and II obviated any need for it to amend its Counterclaim and largely if not entirely mooted the revival and consolidation of the Adversary Proceeding. The court ordered at the conference that document discovery must be completed by February 26, 2010; fact depositions must be completed by August 31, 2010; and the next status conference will be held on September 14, 2010.

On June 30 and July 1, 2010, the parties participated in a mediation with Judge Judith G. Dein, Chief Magistrate of the United States District Court for the District of Massachusetts. The mediation was a global mediation seeking to resolve all of the pending litigations (described in this section) in which we or our executives are adverse to J-Fiber. The mediation has led to ongoing settlement discussions between the parties. In light of those settlement discussions, on August 13, 2010, the parties jointly moved to extend the deadline for the completion of fact depositions to November 30, 2010.

These actions are at an early stage, as discovery has not been completed and depositions have not been taken, and we cannot predict their outcome. We intend to vigorously prosecute our case against J-Fiber and defend against J- Fiber's counterclaims. Furthermore, the Patent Assets are related to optical fiber. Accordingly, even if we are not declared the owner of the Patent Assets we will not only retain a $7,500,000 secured claim to the Patent Assets but also be able to continue pursuing our solar-related business --- the primary business contemplated by our business plan --- since none of our proprietary technology used in manufacturing solar grade silicon relies on the Patent Assets that are the subject of the litigation.

Know-How Litigation

On January 20, 2009, we filed a complaint against J-Fiber in the United States District Court for the Southern District of New York. The action is captioned *US SolarTech, Inc. v. J-fiber, GmbH*, 09-CV-00527 (S.D.N.Y.). The action was assigned to Judge Cathy Seibel and Magistrate Judge Paul Davison.

Our complaint asserts claims of breach-of-contract, misappropriation of trade secrets, and unjust enrichment against J-Fiber. We allege that FiberCore and FC Jena entered into a Patent and Technology Information License Agreement, dated May 22, 2003 (the "License Agreement"). In the License Agreement, FiberCore agreed to license to FC Jena its patents, patent applications, and technical information — including know-how and trade secrets relating to fiber-optic preform manufacturing. The License Agreement provides for FC Jena to pay certain research-and-development fees to FiberCore. It also contains a change-in-control provision that provides that if certain conditions are met, two million Euros would be due and payable to FiberCore.

Our complaint alleges that we have succeeded to FiberCore's interest in the License Agreement pursuant to the Bankruptcy Court Order, and that J-Fiber has succeeded to FC Jena's interest. We allege that J-Fiber acquired FC Jena's assets in receivership proceedings in Germany and thereby triggered the change-in-control provision in the License Agreement and a two million Euro obligation to us. We allege that J-Fiber has continuously used, in its day-to-day operations, the trade secrets and know-how that FiberCore disclosed to FC Jena and that are now intellectual property belonging to us, but never paid any compensation to us for that intellectual property under the License Agreement or otherwise.

We allege that J-Fiber's use of our trade secrets constitutes a misappropriation of trade secrets in violation of Massachusetts law (Mass. Gen. Laws ch. 93, § 42) and that J-Fiber has been unjustly enriched by profiting from our trade secrets and know-how. Among other relief, our complaint seeks damages for J-Fiber's breaches of the License Agreement — including the 2,000,000 Euros we claim are due and owing; double damages for misappropriation of trade secrets under Massachusetts law; and restitution of J-Fiber's profits attributable to our trade secrets and know-how.

On January 28, 2009, we filed an amended complaint that added one paragraph to our original complaint. On July 15, 2009, J-Fiber was served with the amended complaint pursuant to the procedures of the Hague Convention. On September 18, 2009, J-Fiber moved to dismiss the amended complaint. J-Fiber's motion to dismiss argues that: (i) the court lacks personal jurisdiction over J-Fiber; (ii) the court lacks subject-matter jurisdiction over our tort claims of trade-secret misappropriation and unjust enrichment because the conduct underlying those claims occurred in Germany; and (iii) the case should be stayed or transferred because the POVD Patent Litigation in the District of Massachusetts is allegedly duplicative in that J-Fiber purportedly has asserted in that litigation claims to the intellectual property we purchased from FiberCore.

On September 24, 2009, the court, on its own initiative, denied J-Fiber's motion to dismiss without prejudice because J-Fiber did not follow Judge Seibel's individual practices, which require a pre-motion conference before a party can file a motion. The court has scheduled a pre-motion conference for January 22, 2010, at which it granted J-Fiber permission to file a motion to dismiss along with a supplemental brief. On February 22, 2010, J-Fiber served its renewed motion to dismiss and supplemental brief, focusing on its argument that it is not subject to personal jurisdiction in the case. On March 22, 2010, we opposed J-Fiber's motion. J-Fiber filed its reply brief on April 20, 2010 and the motion remains pending.

This action is at an early stage and we cannot predict its outcome. We intend to vigorously prosecute our case against J-Fiber.

Litigation against the Company's Executive Officers

In or about March 2004, FC Jena filed for receivership in Germany. Approximately two months later, J-Fiber, which is controlled and managed by parties who were employed by and associated with FC Jena, GmbH acquired the assets of FC Jena.

In December 2005, J-Fiber filed an action in Gera, Germany, reference number 1HKO 296/05 against Mr. Aslami and Mr. DeLuca, with respect to a multi-party transaction among a subsidiary of Tyco International, Ltd, FiberCore, FC Jena, and Xtal Fibras Opticas S.A. Brazil, a company 90% owned by FiberCore. As part of the transaction, Tyco loaned $1,500,000 to a wholly-owned subsidiary of FiberCore collateralized by a secured lien on $3,000,000 of newly purchased specialized equipment used in the making of preforms, the raw material for making optical fiber. Title to the equipment was transferred to the subsidiary from Xtal in consideration of Xtal being discharged from certain obligations both to FiberCore as well as to FC Jena. FC Jena received a 16% interest in the subsidiary as well as other consideration.

J-Fiber claims that defendants Aslami and DeLuca, who served as members of FCJ's supervisory and executive boards, respectively, breached their fiduciary duties to FC Jena in the transaction, in that the equipment had no value and, accordingly, the 16% interest that FC Jena received did not have any value; FiberCore held the remaining 84%.

Defendants Aslami and DeLuca filed a brief challenging the claim and submitted supporting documentation as to the then $3,000,000 valuation, a Bill of Sale, as well as FC Jena's valid approval for the transaction.

In December 2006, J-Fiber filed a second suit in Gera, Germany, reference number 1HKO-242/06, claiming that in 2001, Messrs. Aslami, DeLuca, and Phillips, through the use of service, sales and other agreements, improperly transferred funds from FCJ to FiberCore, Inc. for services J-Fiber claims were never rendered to FC Jena.

Defendants Aslami, DeLuca, and Phillips filed several briefs challenging the claim and submitted supporting documentation, including a Management Report from FC Jena's auditors, Deloitte & Touche, confirming FiberCore's rendering of the services in question.

On November 12, 2007, a court hearing was held in Gera, Germany for both cases. The defendants, including Mr. Phillips, who was added as a defendant, presented their supporting documentation and responded to numerous questions from the judge. Mr. Phillips served as a director, Chief Financial Officer (July 2000 to July 2001) and a consultant to FiberCore and as a member of FC Jena's supervisory board. The judge provided a summary of the proceedings and allowed both parties to submit follow-up briefs. The judge also informed both parties that a new judge would be assigned to both cases, as she would be taking a personal leave.

At the hearing, J-Fiber served upon Messrs. Aslami, DeLuca and Phillips an amended complaint in case 1HKO-250/06 that extended J-Fiber's claims to cover years 2002 and 2003, in addition to 2001.

In April 2007, a new judge was assigned and called for a second hearing for both cases to be held in Germany on September 7, 2008.

At the September 7, 2008 hearing, the judge stated for the 296/05 case that he was going to solicit an independent equipment valuation in order to determine the value of the specialized equipment at the time of the transaction. In the 295/06 case, the court indicated its inclination to dismiss the case, but agreed to allow J-Fiber to introduce an additional witness, the Deloitte & Touche audit partner, at a future hearing.

In late August 2009, the defendants' German counsel was advised that the Gera Court was being restructured and that a new judge was recently assigned to the case. The new judge apologized for the courts delays and expressed the court's commitment to review the cases as soon as possible.

On January 30, 2010, the judge issued a decision, based on reviewing the files with respect to the first case, to dismiss the claims brought by J-Fiber. However, as the judge did not hold a formal hearing, both parties need to agree with the judge's decision. Defendant's agreed but J-Fiber did not. Accordingly, on April 8, 2010 a hearing was held with respect to first case; the judge indicated that it was not necessary for Defendants to attend. On May 12, 2010, Defendant's counsel was advised that the judge made a final decision to dismiss the claims raised by J-Fiber in the first case. J-Fiber has since filed an appeal.

As for the second case, the judge scheduled an additional hearing on November 11, 2010 so as to allow J-Fiber introduce additional witnesses.

To date, the executives have only sought and received from us reimbursement for their trips to Germany for the two hearings. The executives and their German law counsel intend to vigorously defend against the claims against them and believe that the claims are without merit.

We believe that the lawsuits were brought against the executives on account of their current executive positions with us and as leverage against us in our POVD patent litigation and other pending actions against J-Fiber, as confirmed by the testimony of J-Fiber's own counsel during the first hearing. Accordingly, the executives would be entitled to indemnification from us with respect to legal fees and liability, if any, arising from the German lawsuits pursuant to the provisions in our certificate of incorporation and bylaws governing indemnification as the suit was specifically brought against our executive officers "by reason of the fact" that they are the Company's executive officers. The Company's by-laws provide in Article VIII that the Company will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Corporation as a director or officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding unless such liability.

Item 1A. Risk Factors

Smaller reporting companies are not required to provide the information provided by this item.

Item 2. Unregistered Sale of Equity Securities and Use of Proceeds

On April 5, 2010, as part of interim financing effort, we began offering shares of our common stock, $.0001 par value per share, at $.50 per share to existing shareholders and to a limited number of known accredited investors. As of June 30, 2010, the proceeds from equity sales totaled $435,000 and $87,500 from the sale of senior notes due September 30, 2011. The securities were not registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The disclosure contained herein does not constitute an offer to sell or a solicitation of an offer to buy any securities of the Company, and is made only as permitted by Rule 135c under the Securities Act.

Item 3. Defaults upon Senior Securities

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit Number	Description
10.1	Form of Securities Purchase Agreement - sale of convertible notes.
10.2	Form of Securities Purchase Agreement – sale of common stock.
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

US SOLARTECH, INC.

Date: August 15, 2010

By: /s/ Mohd Aslami
Name: Mohd Aslami
Title: Chief Executive Officer, President, and Chief Technology Officer

EXHIBIT INDEX

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Exhibit 10.1

US SOLARTECH, INC.

SECURITIES PURCHASE AGREEMENT

THE SECURITIES OFFERED PURSUANT TO THIS PURCHASE AGREEMENT AND THE SECURITIES ISSUABLE UPON CONVERSION OR EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). ALL SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERNG SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY'S MANAGER TO THE EFFECT THAT SUCH REGISTRATION IS NOT NECESSSARY.

INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE AND INVOLVES SUBSTANTIAL RISK, INCLUDING, BUT NOT LIMITED TO THE RISKS SET FORTH IN THE SECTION ENTITLED "RISK FACTORS" IN THE COMPANY'S AMENDED S-1 FILING, DATED NOVEMBER 12, 2009. THE AMENDED S-1 AND THE COMPANYS FORM 10Q FOR THE THIRD QUARTER ENDED SEPTEMBER 30, 2009, DATED DECEMBER 27, 2009, CONTAIN MATERIAL INFORMATION THAT YOU SHOULD CAREFULLY READ BEFORE INVESTING.

This Securities Purchase Agreement ("**Purchase Agreement**") is entered into as of April 15, 2010, by and between US SolarTech, Inc., a Delaware corporation with an executive office located at 199 Main Street Suite 706, White Plains, New York 10601 (the "Company"), and _____, dated _____with their primary residence at _____ ("Purchaser"). As used herein, the Company and the Purchaser are individually and respectively referred to as a "Party" and collectively as the "Parties**.**"

1. Purchase

The Purchaser offers and agrees to purchase, and the Company agrees to issue a (i) Series A Senior Convertible note, maturing on September 30, 2011, substantially in the form of Exhibit A in the principal amount set forth on the signature page hereto, and (ii) a warrant to purchase the number of shares of the Company's common stock, par value $.0001 per share, set forth on the signature page hereto, substantially in the form of Exhibit B hereto (such note and warrant together being the "**Securities**"), in consideration of the Purchaser remitting the dollar amount designated as the investment amount on the signature page hereto (**the "Investment Amount**") to the Company.

2. Payment

Simultaneous with the execution of this Agreement, Purchaser shall be deemed to have transmitted in a wire transfer an amount equal to the Investment Amount in accordance with the wiring instructions set forth below.

Bank: Citibank NA
_____
_____
_____

ABA # _____

Account: _____

Account #: _____

Or

Based on the Company's instructions to the escrow account in accordance with the terms and conditions of the Escrow Agreement:

Bank: _____

ABA # _____

Beneficiary: _____

Account #: _____

3. The Offering

Purchaser understands that the Company loan offering ("**Offering**") will terminate on, or prior to, _____, 2010, subject to extension and/or modification in the sole discretion of the Company, and may be extended or modified, including its terms, without notice.

Purchaser understands that this Purchase Agreement is not binding upon the Company unless and until such time as (i) Payment of the Investment Amount is transferred to the Company and (ii) the Company accepts Purchaser's offer to purchase in writing (the "**Closing Date**").

Purchaser acknowledges that the Company reserves the right, in its sole discretion, to accept or reject any Purchase Agreement.

Purchaser acknowledges that Purchaser has received, read, understands and is familiar with this Purchase Agreement, any attachments, including but not limited to the Company's SEC Disclosure Material listed on Exhibit C, bankruptcy court documents, and other material (collectively "**Offering Material**"), Purchaser further acknowledges that Purchaser has not relied upon any information concerning the Offering, written or oral, other than those contained in this Purchase Agreement and the Offering Material. Purchaser further understands that any other information or literature, regardless of whether distributed prior to, simultaneously with, or subsequent to, the date of this Purchase Agreement shall not be relied upon by Purchaser in determining whether to make an investment in the Securities and Purchaser expressly acknowledges, agrees and affirms that Purchaser has not relied upon any such information or literature in making Purchaser's determination to make an investment in the Securities and that Purchaser understands that the Company is under no obligation to (and that Purchaser does not expect it to) update, revise, amend or add to any of the information heretofore furnished to Purchaser.

4. Acceptance of Purchase.

Purchaser understands that this Purchase Agreement is not binding upon the Company unless and until such time as (i) Payment of the Investment Amount clears and is credited to the Company's bank account at Citibank pursuant to Section 2 hereof or is remitted from the Escrow Account, pursuant to the terms of the Escrow Agreement, as the case may be and (ii) the Company accepts Purchaser's subscription in writing (the "**Acceptance Date**"). Purchaser also understands and agrees that the Securities will be issued to Purchaser within thirty (30) days of the Acceptance Date.

5. Representations and Warranties of Purchaser.

In order to induce the Company to accept Purchaser's subscription, Purchaser further represents and warrants to the Company, its Affiliates, as defined in the Securities Act of 1933 (the "**Securities Act**"), and counsel to the Company (the "**Company's Counsel**"), and their respective agents and representatives as follows:

(a) PURCHASER HAS READ THE OFFERING MATERIAL AND EXAMINED THE RISK FACTORS SET FORTH THEREIN, AND UNDERSTANDS THE SPECULATIVE NATURE OF AND SUBSTANTIAL RISK INVOLVED IN INVESTMENT IN THE COMPANY.

(b) If Purchaser has chosen to do so, Purchaser has been represented by such legal and tax counsel and other professionals, each of whom has been personally selected by Purchaser, as Purchaser has found necessary to consult concerning the purchase of the Securities, and such representation has included an examination of all applicable documents and an analysis of all tax, financial, and securities law aspects thereof deemed to be necessary. Purchaser, together with Purchaser's counsel, Purchaser's advisors, and such other persons, if any, with whom Purchaser has found it necessary or advisable to consult, have sufficient knowledge and experience in business and financial matters to evaluate the information set forth in this Purchase Agreement and in the Offering Material and the risks of the investment and to make an informed investment decision with respect thereto. Further, Purchaser has been given the opportunity for a reasonable time period prior to the date hereof to ask questions of, and receive answers from, the Company or its representatives concerning the terms and conditions of the Offering and other matters pertaining to this investment and has been given the opportunity for a reasonable time period prior to the date hereof to verify the accuracy of the Company's information.

(c) With respect to the United States federal, state and foreign tax aspects of Purchaser's investment, Purchaser is relying solely upon the advice of Purchaser's own tax advisors, and/or upon Purchaser's own knowledge with respect thereto. Purchaser has not relied, and will not rely upon, any information with respect to this offering other than the information contained herein and in the Offering Material.

(d) Purchaser understands that no person has been authorized to make representations or to give any information or literature with respect to this offering that is inconsistent with the information that is set forth herein and in the Offering Material.

(e) Purchaser understands that, other than as provided herein, no covenants, representations, or warranties have been authorized by or will be binding upon the Company, with regard to this Subscription Agreement, the performance of the Company or any expectation of investment returns, including any representations, warranties or agreements contained or made in any written document or oral communication received from or had with the Company, its Affiliates, Company Counsel or any of their respective representatives or agents. Purchaser has not relied upon any information or representation that may be or have been made or given except as permitted under this paragraph.

(f) Purchaser understands that this offering has not been, and it is not anticipated that the same will be, registered under the 1933 Securities Act, or pursuant to the provisions of the securities or other laws of any other applicable jurisdictions, but is being made in reliance upon the provisions of Section 4(2) and/or 4(6) of the 1933 Securities Act and/or Regulation D and the other rules and regulations promulgated thereunder, and/or upon such other exemption from the registration requirements of the 1933 Securities Act as may be available with respect to any or all of the investments in securities to be made hereunder. Purchaser is fully aware that the Securities subscribed for by Purchaser are to be sold to Purchaser in reliance upon such safe harbor based upon Purchaser's representations, warranties, and agreements as set forth herein. Purchaser is fully aware of the restrictions on sale, transferability and assignment of the Securities, and that Purchaser must bear the economic risk of Purchaser's investment herein for an indefinite period of time because the offering has not been registered under the Securities Act and, therefore, the Securities cannot be offered or sold unless such offer is subsequently registered under the Securities Act or an exemption from such registration is available to Purchaser.

(g) Purchaser is a sophisticated Purchaser (as described in Rule 506(b) (2) (ii) of Regulation D promulgated under the Securities Act and/or an accredited Purchaser (as defined in Rule 501 of Regulation D promulgated under the Securities Act).

(h) Purchaser's execution and delivery of this Purchase Agreement has been duly authorized by all necessary action and all necessary consents have been obtained. Purchaser has no present intention to sell, distribute, pledge, assign, or otherwise transfer the Securities, which Purchaser acquires pursuant to this offering. Purchaser is making the investment hereunder solely for Purchaser's own account and not for the account of others and for investment purposes only and not with a view to or for the transfer, assignment, resale or distribution thereof, in whole or in part. Purchaser has no present plans to enter into any such contract, undertaking, agreement, or arrangement.

(i) Purchaser agrees that Purchaser will not cancel, terminate or revoke this Subscription Agreement, which has been executed by Purchaser, and that this Purchase Agreement shall survive any sale, assignment or other transfer of control over, or of all or substantially all of Purchaser's assets or business and Purchaser's bankruptcy, except as otherwise provided pursuant to the laws of any applicable jurisdiction.

(j) Purchaser has substantial investment experience and is familiar with investments of the type contemplated by this Subscription Agreement. Purchaser confirms that although one of Purchaser's motivations for investing in the Company is to derive economic benefits therefrom, Purchaser is aware that purchase of the Securities is a speculative investment involving a high degree of risk and there is no guarantee that Purchaser will realize any gain from Purchaser's investment or realize any tax benefits therefrom and Purchaser is further aware that Purchaser may lose all or a substantial part of Purchaser's investment. Purchaser understands that there are substantial restrictions on the transferability of, and there is no existing public market for, the Securities and it may not be possible to liquidate an investment in the Securities. Purchaser affirms that Purchaser acknowledges that this investment is highly speculative, involves a high degree of risk and, accordingly, Purchaser can afford to lose the entire investment.

(k) The address set forth herein is Purchaser's true and correct address and Purchaser has no present intention of becoming a resident of any other country, state, or jurisdiction prior to, or after, Purchaser's purchase of the Securities.

(l) Purchaser understands the meaning and legal consequences of the foregoing representations and warranties, which are true and correct as of the date hereof and will be true and correct as of the date of Purchaser's purchase of the Securities subscribed for herein. Each such representation and warranty shall survive such purchase.

(m) Purchaser acknowledges and agrees that it shall not be a defense to a suit for damages for any misrepresentation or breach of covenant or warranty made by Purchaser that the Company, its Affiliates, the Company's Counsel and their respective agents or representatives knew or had reason to know that any such covenant, representation or warranty in this Purchase Agreement or furnished or to be furnished to the Company by Purchaser contained untrue statements. The foregoing shall survive any investigation of Purchaser's representations and warranties in this Purchase Agreement made by the Company, its Affiliates, the Company's Counsel and their respective agents or representatives.

(n) No representation or warranty that Purchaser has made in this Subscription Agreement, or in a writing furnished or to be furnished pursuant to this Subscription Agreement, contains or shall contain any untrue statement of fact, or omits or shall omit to state any fact which is required to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. There is no fact relating to Purchaser's business, affairs, operations, conditions (financial or otherwise), or prospects, which would materially adversely affect any of the same which has not been fully disclosed by Purchaser to the Company in this Subscription Agreement.

(o) Purchaser has full right, power, and authority to execute and deliver this Purchase Agreement and to perform Purchaser's obligations hereunder. This Purchase Agreement has been duly authorized, executed and delivered by or on behalf of Purchaser and is a valid, binding and enforceable obligation of Purchaser, enforceable against Purchaser in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect and affecting creditors' rights generally and to general equity principles.

(p) The execution and delivery of this Purchase Agreement by Purchaser will not result in any violation of, or be in conflict with, or result in the default of, any term of any material agreement or instrument to which Purchaser is a party or by which Purchaser is bound, or of any law or governmental order, rule or regulation which is applicable to Purchaser.

(q) Purchaser is duly and validly organized, validly existing and in good tax and corporate standing as a corporation under the laws of the jurisdiction of its incorporation with full power and authority to purchase the Securities to be purchased by it and to execute and deliver this Subscription Agreement.

(r) Purchaser acknowledges and agrees that he/she did not learn about the offering of the Company's securities through the Company's preliminary registration statement, including such amendments thereto, filed with the Securities and Exchange Commission and has a direct or indirect prior relationship with the Company.

(s) To Purchaser's knowledge, except for the payment of **$XXX to XXX** whose fees, commissions and expenses are the sole responsibility of Purchaser, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Purchaser directly with the Company without the intervention of any person or entity in such manner as to give rise to any valid claim by any person or entity against Purchaser or the Company for a finder's fee, brokerage commission or similar payment. To the extent Purchaser becomes aware of an additional claim to such fees, commission or payments, Purchaser shall promptly provide the Company with notice of such claim. To the extent any person or entity claims to be entitled to a finder's fee, brokerage commission, or similar payment in connection with the transactions contemplated hereby, Purchaser shall be liable for all such fees and expenses related thereto to the extent any such claims relate to acts or omissions of Purchaser or to this transaction.

6. Legend.

Any certificate representing Purchaser's interest in the Company shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS IN WHICH THE TRANSFEROR PROVIDES THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY'S MANAGER TO THE EFFECT THAT REGISTRATION IS NOT NECESSSARY.

7. Indemnification by Purchaser.

Purchaser hereby agrees to indemnify and hold harmless the Company, its Affiliates, the Company's Counsel and their respective agents and representatives, from any and all damages, losses, costs, and expenses (including reasonable attorneys' fees to collect such amount of damages, losses, costs, expenses) which they, or any of them, may incur by reason of Purchaser's failure to fulfill any of the terms and conditions of this Purchase Agreement or by reason of Purchaser's breach of any of Purchaser's representations and warranties contained in this Subscription Agreement.

8. Confidential Information.

For purposes of this Agreement, the term "**Confidential Information**" will mean and refer to any information, technical data or know-how, patentable and un-patentable, including, but not limited to, software, machinery, research, product plans, product services, customer lists, marketing materials, developments, inventions, process designs, finances, or other trade secrets of the Company or similar items relating to the Company's business and litigation activities, or that of any supplier, customer or prospective customer, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, to Purchaser under circumstances reasonably demonstrating or suggesting the confidential or proprietary nature of such information. The restrictions in this Section shall not apply to information, which (i) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of Purchaser; (ii) must be delivered in response to a valid order by a court or governmental body, (iii) became or becomes generally available to the recipient on a non-confidential basis from a source other than the Company; or (iv) is approved by the Company, in writing, for release. Purchaser covenants and agrees not to use any Confidential Information for Purchaser's own use or benefit (directly or indirectly), or for the benefit of any party other than Company. Purchaser may not disclose Confidential Information to third parties except employees, consultants, or professional advisers of the Company in connection with Company business who are required to have the information in order to carry out their duties for the Company. Purchaser agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent the Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information, which measures shall include the highest degree of care that Purchaser uses to protect Purchaser's own Confidential Information of a similar nature. Purchaser agrees to immediately notify the Company in writing of any misuse or misappropriation of the Confidential Information, which may come to Purchaser's attention. All proceeds from a misuse or disclosure of the Company's Confidential Information will be recoverable from Purchaser responsible for such misuse or disclosure, which Purchaser shall be liable to the Company to the fullest extent of the law.

9. General Provisions.

(a) Headings. The headings contained in this Purchase Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Subscription Agreement.

(b) Enforceability. If any provision, which is contained in this Subscription Agreement, for any reason, should be held to be invalid or unenforceable in any respect under the laws of any State of the United States or any other jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Subscription Agreement. Instead, this Purchase Agreement shall be construed as if such invalid or unenforceable provisions had not been contained herein.

(c) Notices. Any notice or other communication required or permitted hereunder ("**Notice**") must be in writing and sent by either (i) registered or certified mail, postage prepaid, return receipt requested, (ii) overnight delivery with confirmation of delivery, or (iii) confirmed facsimile transmission, in each case addressed as follows:

To the Company: US Solar Tech, Inc.
Att: Steven Phillips
Chief Financial Officer/Treasurer

199 Main Street - Suite 706
New York, NY 10601
Facsimile No: 914-686-4192

Purchaser:

Copy to:

Attention: _____
Facsimile No: _____

or in each case to such other address and facsimile number as shall have last been furnished by like Notice. If mailing by registered or certified mail is impossible due to an absence of postal service, and if the other methods of sending Notice set forth in this Section 9 are not otherwise available, Notice shall be in writing and personally delivered to the aforesaid addresses. Each Notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be; provided, however, that any Notice sent by facsimile shall be deemed to have been given as of the date sent by facsimile.

(d). Governing Law; Disputes. This Purchase Agreement shall in all respects be construed, governed, applied and enforced with the laws of the State of New York without giving effect to the principles of conflicts of laws in New York or under applicable international laws or treaties and be deemed to be an agreement entered into in the State of New York and made pursuant to the laws, and between residents of the State of New York. The Parties hereby consent to and irrevocably submit to personal jurisdiction over each of them by the applicable State or Federal Courts of the State of New York in any action or proceeding, irrevocably waive trial by jury and personal service of any and all process and other documents and specifically consent that in any such action or proceeding, any service of process may be effectuated upon any of them by certified mail, return receipt requested, in accordance with this Section 9.

(e) Further Assurances. The Parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions, which are reasonably required to effectuate this Purchase Agreement and the intents and purposes hereof.

(f) Binding Agreement. This Purchase Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

(g) Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Purchase Agreement shall be deemed to have been made unless expressly set forth in writing and signed by the Party against whom such waiver is charged; and, (i) the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Purchase Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions; (ii) the acceptance of performance of anything required by this Purchase Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure; and, (iii) no waiver by any Party of one breach by another Party shall be construed as a waiver with respect to any other or subsequent breach.

(h) Counterparts. This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Entire Agreement. The Parties have not made any representations, warranties, or covenants with respect to the subject matter hereof, orally or in writing, which are not expressly set forth herein, and this Subscription Agreement, together with any instruments or other agreements executed simultaneously herewith, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore had between the Parties with respect to the subject matter hereof are merged in this Subscription Agreement, which alone fully and completely express their agreement. This Purchase Agreement may not be changed, modified, extended, terminated, or discharged orally, but only by an agreement in writing, which is signed by all of the Parties to this Subscription Agreement.

(j) Offer to Purchase Irrevocable. Except as set forth herein, this offer to purchase is irrevocable, is subject to all of the terms and provisions contained in the Purchase Agreement, and will survive the death, dissolution, or disability of the Purchaser.

(k) Limited Liability. The Company, its Affiliates, the Company's Counsel and the Company's applicable agents and representatives shall not be liable for taking any action pursuant to this Purchase Agreement in the absence of their respective willful misconduct or fraud.

(l). Assignability. This Agreement is not transferable or assignable by the undersigned.

10. Certification.

Certification with respect to Federal Interest Payments; Backup Withholding in Lieu of Internal Revenue Service Form W-9 - Under penalties of perjury Purchaser certifies as follows:

If it has been provided, the number shown below, as Purchaser's taxpayer's identification number is Purchaser's correct taxpayer identification number. Purchaser is not subject to backup withholding either because Purchaser has not been notified by the Internal Revenue Service that Purchaser is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified Purchaser that it is no longer subject to backup withholding.

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement as of the dates set forth below.

Purchaser agrees to purchase $_____ of the Company's Series A Senior Convertible Note Due September 30, 2011.

US SolarTech, Inc

_____
Charles DeLuca
Executive VP - Business Development/Sales

Accepted and agreed to as of this 15th day
of April, 2010

_____
Purchaser

EXHIBIT A

No. 2010 - ___

THIS NOTE AND THE SHARES ISSUABLE ON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAW. THE NOTE HAS BEEN ACQUIRED FOR INVESTMENT AND NEITHER THIS NOTE NOR ANY SHARES ISSUABLE ON CONVERSION HEREOF MAY BE TRANSFERRED, SOLD OR OFFERED FOR SALE, IN WHOLE OR IN PART, UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITY UNDER THE SECURITIES ACT AND QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAW, (2) SUCH TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT AND PURSUANT TO QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAW OR EXEMPTION THEREFROM, OR (3) THERE IS AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED AS TO SAID TRANSFER, SALE OR OFFER.

US SOLAR TECH, INC.

Series A Senior Convertible Note, Due September 30, 2011

March 12, 2010

FOR VALUE RECEIVED, US SolarTech, Inc., a Delaware corporation (the "**Company**") with its principal place of business at 199 Main Street Suite 706 White Plains, New York 10601, hereby promises to pay to (_____), having an address at (_____) ("**Holder**") the amount of _____ (_____) Dollars (the actual outstanding amount being the "**Principal Sum**"), together with interest as hereinafter provided and payable at the times and in the manner hereinafter provided. The Principal Sum actually borrowed hereunder shall be set forth on Exhibit A hereto. The Company and Holder shall amend Exhibit A if Holder makes additional loans governed by the terms of this Note.

1. Notes. This note is one of a series of Series A Senior Convertible Notes (the "**Series A Senior Notes**") of like tenor which the Company anticipates that the Company might issue up to an estimated aggregate principal amount of up to Six Hundred Thousand Dollars ($600,000) all of which are ranked *pari passu* with one another, and ranked as set forth in Section 10 hereof. For the avoidance of doubt, the Company reserves the right to increase the aggregate principal amount of Series A Senior Notes issued by the Company.

2. Interest. Interest will accrue on the unpaid balance of the Principal Sum until paid at the rate of 20% per annum from the date hereof through September 30, 2011, provided, that all interest shall be calculated on the basis of a 365-day year for the actual number of days the Principal Sum or any part thereof remains unpaid. Notwithstanding any provision herein, in the event this Series A Senior Note is converted in whole or in part in accordance with Section 5 hereof, for purposes of calculating the number of shares of the Company's common stock, par value $.0001 per share ("**Common Stock**") to which the Holder is entitled upon conversion, the portion of this Principal Sum being converted shall be deemed to have accrued interest a rate of 35% per annum.

3. Payment Amount and Due Date. The Principal Sum and accrued and unpaid interest shall be payable in full on September 30, 2011, unless the Principal Sum and unpaid interest has been earlier converted pursuant to Section 5 below, provided further, that notwithstanding any provision herein, any unconverted Principal Sum and unpaid interest shall become immediately payable to Holder within 10 business days following the date on which the Company receives proceeds from (i) the Company's sale of any of the Company's assets, whether tangible or intangible but excluding the sale of the Company's products in the ordinary course of business; (ii) settlement of the Company's litigation whether in whole or in part; (iii) new debt or equity financings to the extent such financings exceed, in the aggregate $3 million subject to the terms and conditions of such financing; and (iv) any combination thereof. Payment shall be made at the address designated by Holder in writing to Company, and shall be in lawful money of the United States of America.

4. Redemption by the Company. Notwithstanding any provision herein, the Company may, at its sole discretion, upon at least ten (10) days prior written notice setting forth an effective date for redemption, redeem all or part of this Series A Senior Note by payment of the then outstanding Principal Sum and any accrued interest thereon, provided that the Holder shall remain entitled to convert this Series A Senior Note pursuant to Section 5 below at any time prior to the effective date set forth in such notice.

5. Conversion.

5.1 Notwithstanding any provision herein, the Holder shall be entitled to convert this Series A Senior Note until December 31, 2010 whether or not the Common Stock is publicly traded (the "**Conversion Period**").

5.2 During the Conversion Period, Holder shall, acting in its sole discretion, be entitled to convert any portion or all of the Principal Sum and unpaid interest accrued under this Series A Senior Note into shares of the Company's Common Stock at a price per share of equal to $.50 per share (the "**Conversion Price**"), provided further that any partial conversion of this Series A Senior Note shall convert no less than $50,000 of the then outstanding Principal Sum, unless either (i) the $50,000 minimum is waived in writing by the Company or (ii) the total amount of the Series A Senior Note is less than $50,000. In the event of any partial conversion of this Series A Senior Note, upon Holder's surrender of this Series A Senior Note or any subsequent note issued hereunder, the Company shall issue a replacement note with identical terms, reflecting the remaining outstanding balance on this Series A Senior Note. Holder shall effect conversion by providing the Company with an irrevocable written notice setting forth the Principal Amount to be converted, the Conversion Price, the amount of Accrued Interest earned, and the effective date of the conversion, which date shall be no earlier than the date of the notice and no later than five calendar days following the notice.

"**Publicly Traded**" shall mean that the Common Stock of the Company has been validly registered under the Securities Exchange Act of 1934 and is validly trading on the Pink Sheets, OTC Bulletin Board, NASDAQ Capital Market, NASDAQ National Market, New York Stock Exchange, NYSE Amex Equities or another recognized U.S. national market.

5.3 If at any time on or after the Initial Conversion Date the Calculated Price equals or exceeds $2.00 per share (the "**Trigger Price**") for 20 consecutive Business Days (the "**Conversion Event**"), then the Company shall provide Holder with a written notice stating that the requirements for automatic conversion under this Section 5.3 have been met, whereupon on the 5th business day following Holder's receipt of such notice, the Company shall have the right, at its sole discretion, to convert all of the Principal Sum and unpaid interest accrued under this Series A Senior Note (accruing through but not after the occurrence of the Conversion Event) into shares of Common Stock of the Company at the Trigger Price.

6. Default.

6.1 The Principal Sum plus all accrued and unpaid interest shall immediately become due and payable at the option of Holder without demand for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, or any other notice or demand, all of which the Company hereby expressly waives, if any of the following occur (each a "**Default**"):

6.1.1 The Company fails to pay to Holder the Principal Sum and accrued and unpaid interest when due as provided in this Series A Senior Note and such failure continues for a period of 30 days;

6.1.2 Any default by the Company with respect to another indebtedness other than ordinary course trade debt if the effect of such default is to cause or permit the acceleration of such indebtedness and such indebtedness is in excess of $300,000;

6.1.3 The Company voluntarily makes an assignment for the benefit of creditors, or a trustee or receiver of the Company is appointed;

6.1.4 (i) Any proceeding involving the Company is voluntarily commenced by the Company under any bankruptcy, reorganization, insolvency, readjustment of debt, marshalling of assets and liabilities, dissolution, or liquidation law or statute of the United States or of any state, whereupon such Default shall be deemed to exist immediately upon commencement without any cure period or (ii) a proceeding of such nature is involuntarily instituted against the Company, and in each of (i) and (ii) the Company by any action indicates its approval of, or consent to or acquiescence in, the proceeding, or the proceeding remains un-dismissed for 60 days;

6.1.5 The Company fails to issue Common Stock issuable to Holder upon Holder's valid conversion of this Series A Senior Note within fifteen (15) business days;

6.2 Upon the occurrence and during the continuance of a Default, the Holder shall then, or at any time thereafter, have all of the rights and remedies afforded under all other applicable law. All such rights and remedies are cumulative and none is exclusive. The Company hereby agrees not to take any action to obstruct, impede, or infringe upon the Holder's enforcement of its rights, benefits, and remedies under this Series A Senior Note and to cooperate fully with any and all actions taken by the Holder pursuant to this Series A Senior Note or in the exercise of any rights granted to the Holder thereunder or under applicable law.

6.3 The failure of Holder to assert any right contained in this Series A Senior Note or any delay in asserting any such right shall not be deemed a waiver of such right.

6.4 The Company shall provide written notice to Holder promptly upon the Company's becoming aware of the occurrence of a Default, regardless of whether such default continues.

6.5 Upon the occurrence and continuation of a Default or after judgment has been rendered on this Series A Senior Note, the unpaid Principal Sum of this Series A Senior Note shall bear interest at a rate which is three percentage points higher than the rate of interest which would otherwise be actually payable in cash hereunder (the "**Default Rate**"),

7. Securities Matters.

7.1 By accepting this Series A Senior Note, Holder acknowledges that Holder has been advised by the Company that neither this Series A Senior Note nor any Common Stock which may be issued pursuant hereto have been registered under the Securities Act, that the Series A Senior Note is being issued and the Common Stock may be issued on the basis of the statutory exemption provided by Section 4(2) of the Securities Act or Regulation D promulgated thereunder, or both, relating to transactions by an issuer not involving any public offering, and that the Company's reliance thereon is based in part upon representations made by Holder. Holder acknowledges that Holder has been informed by the Company of, or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of securities.

7.2 Unless registered pursuant to the provisions of the Securities Act, the certificate(s) evidencing any Common Stock issued upon any conversion under Section 6 of this Series A Senior Note shall bear the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR SUCH OTHER LAWS."

8. Company Representations and Covenants.

8.1 The Company represents and warrants to Holder that:

8.1.1 The Company is a corporation incorporated and validly existing under the laws of the State of Delaware;

8.1.2 The Company shall, at all times that the Series A Senior Notes remain outstanding, ensure that at least 1,250,000 shares of Common Stock are authorized for issuance upon conversion of the Series A Senior Notes, plus a sufficient number of additional shares of Common Stock to allow for conversion of all accrued interest on the Series A Senior Notes in accordance with their terms, in each case subject to pro rata reduction upon conversion of Series A Senior Notes and in each case adjustable for the events contemplated by Section 9;

8.1.3 This Series A Senior Note has been duly authorized by the Company; and

8.1.4 This Series A Senior Note constitutes the valid and binding obligations of the Company enforceable against the Company in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium, and similar laws generally affecting enforcement of creditors' rights.

8.1.5 This Series A Senior Note and the performance of the Company's obligations hereunder does not conflict with any agreement, applicable law, order of any governmental authority, judgment, or other contract to which the Company is a party or by which the Company or its assets are bound.

9. Adjustments to Conversion Price and Trigger Price. The Conversion Price and the Trigger Price are subject to adjustment from time to time upon the occurrence of the events specified in this Section 9.

9.1 Adjustments for Stock Splits and Combinations. If, while any portion this Series A Senior Note is outstanding, the Company effects a subdivision of the outstanding Common Stock (or other securities issuable on conversion hereof), the Conversion Price and Trigger Price then in effect shall be proportionately decreased in proportion to such increase of outstanding Common Stock, and conversely, if, while this Note is outstanding, the Company combines the outstanding Common Stock, the Conversion Price and Trigger Price then in effect shall be proportionately increased in proportion to such decrease in outstanding Common Stock. Any adjustment under this Section 9.1 shall become effective as of the record date for such event and if such subdivision or combination is not consummated the Conversion Price and the Trigger Price shall be readjusted accordingly. For purposes of this Section 9.1, a stock dividend shall be considered a stock split.

9.2 Adjustment for Reclassification, Exchange and Substitution. If the shares of Common Stock of the Company issuable upon conversion of this Note are changed into the same or a different number of shares of the same or any other class or classes of stock, whether by reclassification or otherwise (other than a subdivision or combination of shares provided for in Section 9.1 or a capital reorganization, merger or consolidation provided for in Section 9.3), or if all or any portion of the class of securities then purchasable by conversion of this Note are redeemed or cease to exist, then and in any such event Holder shall have the right thereafter, upon conversion of this Note, to receive in lieu of shares of Common Stock of the Company the kind and amount of stock and other securities or property receivable upon such reclassification or other change, in an amount equal to the amount that Holder would have been entitled to had this Note been converted to such extent prior to such event, and the Conversion Price shall be proportionally adjusted, all subject to further adjustment as set forth herein.

9.3 Adjustment for Capital Reorganization, Merger or Consolidation. In case of any capital reorganization of the capital stock of the Company (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), or any merger or consolidation of the Company with or into another person or entity, or the sale of all or substantially all the assets of the Company then, and in each such case, as a part of such reorganization, merger, consolidation, sale or transfer, lawful provision will be made so that Holder will thereafter be entitled to receive upon conversion of this Note, during the period specified herein and at the Conversion Price then in effect, the number of shares of stock or other securities or property of the successor person or entity resulting from such reorganization, merger, consolidation, sale or transfer that a holder of the shares deliverable upon conversion of this Note would have been entitled to receive in such reorganization, consolidation, merger, sale or transfer if this Note had been converted immediately before such reorganization, merger, consolidation, sale or transfer, all subject to further adjustment as provided in this Section 9. The foregoing provisions of this Section 9.3 will similarly apply to successive reorganizations, consolidations, mergers, sales and transfers and to the stock or securities of any other person or entity that are at the time receivable upon the conversion of this Note. If the per-share consideration payable to a holder for shares in connection with any such transaction is in a form other than cash or marketable securities, then the value of such consideration will be determined reasonably and in good faith by the audit committee of the Company's Board of Directors. In all events, appropriate adjustment (as determined reasonably and in good faith by the audit committee of the Company's Board of Directors) will be made in the application of the provisions of this Note with respect to the rights and interests of Holder after the transaction, to the end that the provisions of this Note will be applicable after that event, as near as reasonably may be, in relation to any shares or other property deliverable after that event upon conversion of this Note.

9.4 Adjustment for Dividends or Distributions of Stock or Other Securities or Property. In case the Company will make or issue, or will fix a record date for the determination of eligible holders entitled to receive, a dividend or other distribution with respect to the Common Stock (or any shares of stock or other securities at the time issuable upon conversion of this Note) payable in: (i) securities of the Company (other than a stock dividend for which adjustment is made pursuant to Section 9.1) or (ii) assets (excluding cash dividends paid or payable solely out of retained earnings), then, in each such case, Holder on conversion hereof at any time after the consummation, effective date or record date of such dividend or other distribution, will receive, in addition to the shares of Common Stock (or such other stock or securities) issuable on such conversion prior to such date, and without the payment of additional consideration therefor, the securities or such other assets of the Company to which such Holder would have been entitled upon such date if such Holder had converted this Note on the date hereof and had thereafter, during the period from the date hereof to and including the date of such conversion, retained such shares and/or all other additional stock available by it as aforesaid during such period giving effect to all adjustments called for by Section 9.

9.5 Adjustments for the Issuance of Other Securities. In the event that the Company issues other securities, whether debt or equity, at any time prior to the maturity of this Note ("**Other Securities**") and the terms and provisions of such Other Securities are more favorable to the holders of the Other Securities than those set forth in this Note, including, but not limited to, a higher interest rate, a lower effective conversion price, or seniority to the Series A Senior Notes in liquidation preference then the terms and provisions in this Series A Senior Note shall be adjusted so that they provide the Holder with the same terms and provisions as favorable as those in the Other Securities, provided however, that such adjustment shall only be made on a pro rata weighted average basis. The Company shall effect such adjustment in a manner the Company's Board of Directors deems fair and reasonable in order to approximate the benefits of the Other Securities.

9.6 Determination of Adjustment. Any determination as to whether an adjustment is required to be made under Section 9 to (i) the Conversion Price or Trigger Price in effect hereunder or (ii) as to the amount of any such adjustment described in clause (i) of this Section 9.6, shall be binding upon Holder and the Company if made reasonably and in good faith by the audit committee of the Company's Board of Directors; provided, however, that if the Company does not have an audit committee, then such adjustment(s) shall be made on the good faith of the Company's Board of Directors.

10. Ranking. The Company's obligations to the Holder shall be in accordance with the following terms and conditions:

10.1 Agreement to Subordinate. The Company agrees, subject to the terms of Section 3, that the Company shall subordinate all Indebtedness of the Company in right of payment, to the extent and in the manner provided in this Section 10, to the prior payment and/or cancellation in full of all Senior Indebtedness of the Company and that such subordination is for the benefit of, and enforceable by, the holders of the Series A Senior Notes. Notwithstanding any provision herein, each holder of Series A Senior Notes shall be deemed to consent to the conversion of certain of the Company's Subordinated Convertible Notes, due September 30, 2011 into Series A Senior Notes in accordance with applicable adjustment rights.

10.2 Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, holders of Senior Indebtedness of the Company shall be entitled to receive payment in full of such Senior Indebtedness before other creditors are entitled to receive payment, as provided in Section 3.

10.3 Bankruptcy. The provisions of this Section 10 shall continue in full force and effect after the filing of any petition for relief by or against the Company under the United States Bankruptcy Code (the "**Code**") and all converted or succeeding cases in respect thereof (all references herein to the Company being deemed to apply to the Company as a debtor-in-possession and to a trustee for the Company).

10.4 Payment in Stock. Notwithstanding any provision in this Section 10, the Company may at any time pay or redeem this Series A Senior Note in shares of Common Stock pursuant to the terms and conditions set forth herein and the Holder may receive such shares of Common Stock free and clear of any claims of the holders of Senior Indebtedness. Nothing herein shall restrict, delay, or otherwise affect the Holder's right to receive securities upon any conversion or issuance under this Series A Senior Note, subject to applicable law.

10.5 Reliance by Holders of Senior Indebtedness on Subordination Provisions. The Company acknowledges and agrees that the foregoing provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Indebtedness of the Company, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness and such holder of such Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness.

10.6 Definitions.

"**Indebtedness**" means at a particular time with respect to the Company, without duplication, (a) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (b) any indebtedness evidenced by any note, bond, debenture or other debt security, (c) any indebtedness for the deferred purchase price of property or services with respect to which the Company is liable, contingently or otherwise, as obligor or otherwise, (d) trade payables and other current liabilities incurred in the ordinary course of business, (e) any commitment by which the Company assures a creditor against loss (including, without limitation, contingent reimbursement obligations with respect to letters of credit), (f) any indebtedness guaranteed in any manner by the Company (including, without limitation, guarantees in the form of an agreement to repurchase or reimburse), and (g) any obligations under capitalized leases with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which obligations the Company assures a creditor against loss.

10.7

"**Senior Indebtedness**" of the Company means the principal of, premium (if any) and accrued and unpaid interest, if any, (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization of the Company, regardless of whether or not a claim for post-filing interest is allowed in such proceedings) on Indebtedness including and fees and other amounts owing in respect of any Indebtedness of the Company evidenced by this Note and the other Series A Senior Notes**.**

10.7.1

11. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts or choice of law rules or principles that might refer to the governance or construction of this Note by the law of another jurisdiction. If any provisions of this Note shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Note and, to this end, the provisions of this Note are intended to be and shall be severable.

11. Jurisdiction and Venue. ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE SHALL BE BROUGHT IN A COURT OF RECORD OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK. THE PARTIES TO THIS NOTE HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OF THE STATE OF NEW YORK, AND SERVICE OF PROCESS MAY BE MADE UPON THE PARTIES TO THIS NOTE BY MAILING A COPY OF THE SUMMONS AND ANY COMPLAINT TO SUCH PERSON, BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS SET FORTH IN THE PREAMBLE HERETO. BY ACCEPTANCE HEREOF, THE PARTIES HERETO EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OR MAINTAINING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION.

12. Successors and Assigns. This Note shall be binding upon and insure to the benefit of the parties hereto and their successors and assigns. This Note may not be assigned by the Company without the prior written approval of Holder.

13. Limitation Due to Usury Laws. All agreements between the Company and the Holder are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Holder for the use, forbearance, or detention of the indebtedness evidenced hereby exceed the maximum permissible amount under applicable law. If, from any circumstance whatsoever, fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if from any circumstances the Holder should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest, and, if the principal amount of this Note has been paid in full, shall be refunded to the Company.

[REMAINDER INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed on the day and year first above written.

US SOLARTECH, INC.

By: _____
Name: Charles DeLuca
Title: Executive VP - Business Development/Sales

[HOLDER]

By: _____
Name: _____
Title: _____

EXHIBIT A

Date	Amount	Loan Balance	Signatures

EXHIBIT B

WARRANT

THE SECURITIES EVIDENCED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH OTHER SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED, HYPOTHECATED OR OTHERWISE DISPOSED OF, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO A TRANSACTION WHICH IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

April 15, 2010

Warrant to Purchase up to ( ) Shares of Common Stock of US SolarTech, Inc.
(hereinafter, the "Warrant").

US SolarTech, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby agrees that ( )("Warrant Holder") is entitled, on the terms and conditions set forth below, to purchase from the Company at any time during the Exercise Period (hereinafter defined) up to (____) fully paid and non-assessable shares of Common Stock, par value $0.0001 per share, of the Company (the "Common Stock"), as the same may be adjusted from time to time pursuant to Section 5 hereof, at the Exercise Price (hereinafter defined), as the same may be adjusted pursuant to Section 5 hereof.

SECTION 1 DEFINITIONS

"Aggregate Exercise Price" shall mean, with respect to any exercise (in whole or in part) of this Warrant the Exercise Price multiplied by the total number of shares of Common Stock for which this Warrant is being exercised.

"Capital Shares" shall mean the Common Stock, and any shares of any other class of common stock whether now or hereafter authorized, having the right to participate in the distribution of dividends (as and when declared) and assets (upon liquidation of the Company).

"Exercise Date" shall mean, with respect to any exercise (in whole or in part) of this Warrant either (i) the date this Warrant, the Exercise Notice and the Aggregate Exercise Price are received by the Company or (ii) the date a copy of the Exercise Notice is sent by facsimile to the Company, provided that this Warrant, the original Exercise Notice, and the Aggregate Exercise Price are received by the Company within five Business Days thereafter and provided further that if this Warrant, the original Exercise Notice and the Aggregate Exercise Price are not received within five Business Days in accordance with clause (ii) above, the Exercise Date for this clause (ii) shall be the date this Warrant, the original Exercise Notice and the Aggregate Exercise Price are received by the Company.

"Exercise Notice" shall mean, with respect to any exercise (in whole or in part) of this Warrant the exercise form attached hereto as Exhibit A, duly executed by the Warrant Holder.

"Exercise Period" shall mean the period beginning on December 31, 2009 and continuing until September 30, 2011, inclusive.

"Exercise Price" as of the date hereof shall mean $.50 per share of Common Stock, subject to the adjustments provided for in Section 5 of this Warrant.

"Outstanding" when used with reference to Common Stock or Capital Shares (collectively, the "Shares"), shall mean, at any date as of which the number of such Shares is to be determined, all issued and outstanding Shares, and shall include all such Shares issuable in respect of outstanding scrip or any certificates representing fractional interests in such Shares; provided, however, that "Outstanding" shall not refer to any such Shares then directly or indirectly owned or held by or for the account of the Company.

"Principal Market" shall mean the Nasdaq National Market, the American Stock Exchange, the Over the Counter Bulletin Board, the Pink Sheets or the New York Stock Exchange, whichever is at the time the principal trading exchange or market for the Common Stock.

"Business Day" shall mean any day during which the Principal Market, whether or not the Common Stock is publicly trading, shall be open for business.

"Warrant Shares" means shares of Common Stock issuable upon exercise of this Warrant.

SECTION 2 EXERCISE

(a) Method of Exercise. This Warrant may be exercised in whole or in part, provided such part is to purchase not less than 12,500 Warrant Shares and not as to a fractional share of Common Stock), at any time and from time to time during the Exercise Period, by the Warrant Holder by (i) the surrender of this Warrant, the Exercise Notice and the Aggregate Exercise Price to the Company at the address set forth in Section 10 hereof or (ii) the delivery by facsimile of an executed and completed Exercise Notice to the Company and delivery to the Company within five Business Days thereafter of this Warrant, the original Exercise Notice and the Aggregate Exercise Price. The Warrant may be exercised whether or not the Common Stock is publicly trading.

(b) Payment of Aggregate Exercise Price. Payment of the Aggregate Exercise Price shall be made by check or bank draft payable to the order of the Company or by wire transfer to an account designated by the Company. If the amount of the payment received by the Company is less than the Aggregate Exercise Price, the Warrant Holder will be notified of the deficiency and shall make payment in that amount within five Business Days of such notice. In the event the payment exceeds the Aggregate Exercise Price, the Company will refund the excess to the Warrant Holder within three Business Days of both the receipt of such payment and the knowledge of such excess.

(c) Replacement Warrant. In the event that the Warrant is not exercised in full, the number of Warrant Shares shall be reduced by the number of such Warrant Shares for which this Warrant is exercised, and the Company, at its expense, shall forthwith issue and deliver to the Warrant Holder a new Warrant of like tenor in the name of the Warrant Holder or as the Warrant Holder may request, reflecting such adjusted number of Warrant Shares.

SECTION 3 DELIVERY OF STOCK CERTIFICATES

(a) Subject to the terms and conditions of this Warrant, as soon as practicable after the exercise of this Warrant in full or in part, and in any event within 30 Business Days thereafter, the Company at its expense (including, without limitation, the payment by it of any applicable issue taxes) will cause to be issued in the name of and delivered to the Warrant Holder, or as the Warrant Holder may lawfully direct, a certificate or certificates for the number of validly issued, fully paid and non-assessable Warrant Shares to which the Warrant Holder shall be entitled on such exercise, together with any other stock or other securities or property (including cash, where applicable) to which the Warrant Holder is entitled upon such exercise in accordance with the provisions hereof; provided, however, that any such delivery to a location outside of the United States shall be made within thirty Business Days after the exercise of this Warrant in full or in part.

(b) This Warrant may not be exercised as to fractional shares of Common Stock. In the event that the exercise of this Warrant, in full or in part, would result in the right to acquire any fractional share of Common Stock, then in such event such fractional share shall be considered a whole share of Common Stock and shall be added to the number of Warrant Shares issuable to the Warrant Holder upon exercise of this Warrant.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

(a) The Company shall take all necessary action and proceedings as may be required and permitted by applicable law, rule and regulation for the legal and valid issuance of this Warrant and the Warrant Shares to the Warrant Holder.

(b) The Warrant Shares, when issued in accordance with the terms hereof, will be duly authorized and, when paid for or issued in accordance with the terms hereof, shall be validly issued, fully paid and non-assessable.

(c) The Company has authorized and reserved for issuance to the Warrant Holder the requisite number of shares of Common Stock to be issued pursuant to this Warrant.

SECTION 5 ADJUSTMENT OF THE EXERCISE PRICE

The Exercise Price and, accordingly, the number of Warrant Shares issuable upon exercise of the Warrant, shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) Reclassification, Consolidation, Merger; Mandatory Share Exchange; Sale Transfer or Lease of Assets. If the Company, at any time while this Warrant is unexpired and not exercised in full, (i) reclassifies or changes its Outstanding Capital Shares (other than a change in par value, or from par value to no par value per share, or from no par value per share to par value or as a result of a subdivision or combination of outstanding securities issuable upon exercise of the Warrant) or (ii) consolidates, merges or effects a mandatory share exchange with another corporation (other than a merger or mandatory share exchange with another corporation in which the Company is a continuing corporation and that does not result in any reclassification or change, other than a change in par value, or from par value to no par value per share, or from no par value per share to par value, or (iii) sells, transfers or leases all or substantially all of its assets, then in any such event the Company, or such successor or purchasing corporation, as the case may be, shall, without payment by the Warrant Holder of any additional consideration therefor, amend this Warrant or issue a new Warrant providing that the Warrant Holder shall have rights not less favorable to the Warrant Holder than those then applicable to this Warrant and to receive upon exercise under such amendment of this Warrant or new Warrant, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrant hereunder, the kind and amount of shares of stock, other securities, money or property receivable upon such reclassification, change, consolidation, merger, mandatory share exchange, lease, sale or transfer by the holder of one share of Common Stock issuable upon exercise of the Warrant had the Warrant been exercised immediately prior to such reclassification, change, consolidation, merger, mandatory share exchange or sale or transfer, and an appropriate provision for the foregoing shall be made by the Company as part of any such event. Such amended Warrant or new Warrant shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 5. The provisions of this Section 5(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers, mandatory share exchanges, sales, transfers and leases.

(b) Subdivision or Combination of Shares; Stock Dividends. If the Company, at any time while this Warrant is unexpired and not exercised in full, shall (x) subdivide its Common Stock, (y) combine its Common Stock or (z) pay a dividend or other distribution in its Capital Shares, then the Exercise Price shall be adjusted, as of the date the Company shall take a record of the holders of its Capital Shares for the purpose of effecting such subdivision, combination or dividend or other distribution (or if no such record is taken, as of the effective date of such subdivision, combination, dividend or other distribution), to that price determined by multiplying the Exercise Price in effect immediately prior to such subdivision, combination, dividend or other distribution by a fraction:

(i) the numerator of which shall be the total number of Outstanding Capital Shares immediately prior to such subdivision, combination, dividend or other distribution, and

(ii) the denominator of which shall be the total number of Outstanding Capital Shares immediately after such subdivision, combination, dividend or other distribution. The provisions of this Section 5(b) shall not apply under any of the circumstances for which an adjustment is made pursuant to Section 5(a).

(c) Liquidating Dividends, etc. If the Company, at any time while this Warrant is unexpired and not exercised in full, makes a distribution of its assets or evidences of indebtedness to the holders of its Capital Shares as a dividend in liquidation or by way of return of capital or other than as a dividend payable out of earnings or surplus legally available for dividends under applicable law or any distribution to such holders made in respect of the sale of all or substantially all of the Company's assets (other than under the circumstances provided for in the foregoing subsections (a) and (b) while an exercise is pending, then the Warrant Holder shall be entitled to receive upon such exercise of the Warrant in addition to the Warrant Shares receivable in connection therewith, and without payment of any consideration other than the Exercise Price, an amount in cash equal to the value of such distribution per Capital Share multiplied by the number of Warrant Shares that, on the record date for such distribution, are issuable upon such exercise of the Warrant, and an appropriate provision therefor shall be made by the Company as part of any such distribution. No further adjustment shall be made following any event that causes a subsequent adjustment in the number of Warrant Shares issuable. The value of a distribution that is paid in other than cash shall be determined in good faith by the Board of Directors of the Company.

(d) Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to any provisions of this Section 5, the number of Warrant Shares issuable hereunder at the option of the Warrant Holder shall be calculated, to the nearest one hundredth of a whole share, multiplying the number of Warrant Shares issuable prior to an adjustment by a fraction:

(i) the numerator of which shall be the Exercise Price before any adjustment pursuant to this Section 5; and

(ii) the denominator of which shall be the Exercise Price after such adjustment.

(e) Notice of Certain Actions; Notice of Adjustments.

(i) In the event the Company shall, at a time while the Warrant is unexpired and outstanding, take any action pursuant to subsections (a) through (d) of this Section 5 that may result in an adjustment of the Exercise Price, the Company shall notify the Warrant Holder of such action 5 days in advance of its effective date in order to afford to the Warrant Holder an opportunity to exercise the Warrant prior to such action becoming effective.

(ii) Notice of Adjustments. Whenever the Exercise Price or number of Warrant Shares shall be adjusted pursuant to Section 5 hereof, the Company shall promptly deliver by facsimile, with the original delivered by express courier service in accordance with Section 10 hereof, a certificate, which shall be signed by the Company's President or a Vice President and by its Treasurer or Assistant Treasurer or its Secretary or Assistant Secretary, setting forth in reasonable detail the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Company's Board of Directors made any determination hereunder), and the Exercise Price and number of Warrant Shares purchasable at that Exercise Price after giving effect to such adjustment.

Section 6 No Impairment

The Company will not, by amendment of its Articles of Incorporation or By-Laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrant Holder hereunder. Without limiting the generality of the foregoing, the Company (a) will not increase the par value of any Warrant Shares above the amount payable therefor on such exercise, and (b) will take all such action as may be reasonably necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares on the exercise of this Warrant.

Section 7 Rights as Stockholder

Prior to exercise of this Warrant and except as provided in Section 5 hereof, the Warrant Holder shall not be entitled to any rights as a stockholder of the Company with respect to the Warrant Shares, including (without limitation) the right to vote such shares, receive dividends or other distributions thereon or be notified of stockholder meetings. However, in the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Company shall mail to each Warrant Holder, at least ten days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

Section 8 Replacement of Warrant

Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of the Warrant and, in the case of any such loss, theft or destruction of the Warrant, upon delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor.

Section 9 Restricted Securities

(a) Registration or Exemption Required. This Warrant has been issued in a transaction exempt from the registration requirements of the Securities Act in reliance upon the provisions of Section 4(2) promulgated by the SEC under the Securities Act. This Warrant and the Warrant Shares issuable upon exercise of this Warrant may not be resold except pursuant to an effective registration statement or an exemption to the registration requirements of the Securities Act and applicable state laws.

(b) Legend. Any replacement Warrants issued pursuant to Section 2 hereof and any Warrant Shares issued upon exercise hereof, shall bear the legend set forth at the head of this Warrant.

Such legend shall only be removed in the event that the security which would otherwise bear such legend is registered pursuant to the Securities Act and the party seeking to remove such legend provides the Company with an opinion of counsel, which opinion shall be satisfactory to the Company, stating the removal of such legend is appropriate.

(c) No Other Legend or Stock Transfer Restrictions. No legend other than the one specified in Section 9(b) has been or shall be placed on the share certificates representing the Warrant Shares and no instructions or "stop transfer orders," so called, "stock transfer restrictions" or other restrictions have been or shall be given to the Company's transfer agent with respect thereto other than as expressly set forth in this Section 9.

(d) Assignment. The Warrant Holder may not sell, transfer, assign, pledge or otherwise dispose of this Warrant, in whole or in part.

(e) Warrant Holder's Compliance. Nothing in this Section 9 shall affect in any way The Warrant Holder's obligations under any agreement to comply with all applicable securities laws upon resale of the Common Stock.

Section 10 Notices

All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and shall be deemed duly given (i) upon delivery if hand delivered at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received), (ii) on the fifth business day after deposit into the mail, if deposited in the mail, registered or certified, return receipt requested, postage prepaid, addressed to the address designated below, (iii) upon delivery if delivered by reputable express courier service to the address designated below, or (iv) upon confirmation of transmission if transmitted by facsimile to the facsimile number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received). The addresses and facsimile numbers for such communications shall be:

if to the Company:

US SolarTech, Inc.
199 Main Street Suite 709
White Plains, NY 10601
Attention: Chief Financial Officer
Telephone: (914) 287-2423
Facsimile: (914) 686-4192

if to the Warrant Holder:

Telephone: _____
Facsimile: _____

Either party hereto may from time to time change its address or facsimile number for notices under this Section 10 by giving at least 10 days' prior written notice of such changed address or facsimile number to the other party hereto.

Section 11 Miscellaneous

This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
IN WITNESS WHEREOF, this Warrant was duly executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

US SolarTech, Inc.

By: _____

Name: Charles DeLuca

Executive VP - Business Development/'Sales

EXHIBIT A TO THE WARRANT

EXERCISE FORM

US SOLARTECH, INC.

The undersigned (the "Registered Holder") hereby irrevocably exercises the right to purchase _____ shares of Common Stock of US SolarTech, Inc., an entity organized and existing under the laws of the State of Delaware (the "Company"), evidenced by the attached Warrant, and herewith makes payment of the Exercise Price with respect to such shares in full in the form of (check the appropriate box) • (i) by cash or certified check in the amount of $_____; or • (ii) by wire transfer to the Company's account at _____, _____, _____ (Account No.: _____)

By delivering this notice, the undersigned agrees to be subject to the terms and conditions of the attached Warrant.

The undersigned requests that stock certificates for such Warrant Shares be issued, and any Warrant representing any unexercised portion hereof be issued, pursuant to this Warrant in the name of the Registered Holder and delivered to the undersigned at the address set forth below.

Dated: _____

_____

Signature of Registered Holder

_____

Name of Registered Holder (Print)

_____

Address

NOTICE

The signature to the foregoing Exercise Form must correspond to the name as written upon the face of the attached Warrant in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

SEC Disclosure Material
(Public Information filed with the SEC)

Amended S-1

Form 10Q for the third quarter ended September 30, 2009

Exhibit 10.2

US SOLARTECH, INC.

SECURITIES PURCHASE AGREEMENT

THE EQUITY SECURITIES OFFERED PURSUANT TO THIS SECURITIES PURCHASE AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH EQUITY SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERNG SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY'S MANAGER TO THE EFFECT THAT SUCH REGISTRATION IS NOT NECESSSARY.

INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE AND INVOLVES SUBSTANTIAL RISK, INCLUDING, BUT NOT LIMITED TO THE RISKS SET FORTH IN THE SECTION ENTITLED "RISK FACTORS" IN THE AMENDED REGISTRATION STATEMENT, EFFECTIVE NOVEMBER 12, 2009, ATTACHED HERETO IN ADDITION TO THE COMPANY'S FORM 10Q FOR THE 3RD QUARTER OF 2009 AND FORM 10K FOR THE YEAR ENDED DECEMBER 31, 2009 (THE 10K IS PLANNED FOR FILING ON APRIL 15, 2010.) YOU SHOULD READ THIS MATERIAL CAREFULLY BEFORE INVESTING.

This Securities Purchase Agreement ("**Purchase Agreement**") is entered into as of April 1, 2010 by and between US SolarTech, Inc., a Delaware corporation with an executive office located at 199 Main Street Suite 706, White Plains, New York 10601 (the "Company"), and _____ with their primary residence at _____ ("Purchaser"). As used herein, the Company and the Purchaser are individually and respectively referred to as a "Party" and collectively as the "Parties." Terms not otherwise defined herein shall have the meanings ascribed to them in the Amended registration Statement, Form 10Q and/or Form 10K attached hereto as Exhibit A **(**the **"SEC Disclosure Material").**

1. Purchase

The undersigned investor (the "Investor") subscribes for and agrees to purchase, and the Company agrees to issue and sell an equity interest in the Company (the 'Equity Interest"), to purchase the number of shares of the Company's common stock, par value $.0001 per share, (the Securities") set forth on the signature page hereto, substantially in the form of Exhibit B, in consideration of the Purchaser remitting the dollar amount designated as the investment amount on the signature page hereto (**the "Investment Amount**") to the Company.

2. Investment Amount

Simultaneous with the execution of this Agreement, Purchaser shall be deemed to have transmitted in a wire transfer an amount equal to the Investment Amount in accordance with the wiring instructions set forth below.

Bank: Citibank NA

_____

_____

_____

ABA: _____

Account: _____

Account# _____

Or

Based on the Company's instructions to the escrow account in accordance with the terms and conditions of the Escrow Agreement:

Bank: _____

ABA #: _____

Beneficiary: _____

Account # _____

3. The Offering

Purchaser understands that Company is offering shares of its common stock, $.0001 par value, at $.50 per share (the "Offering') and that the Offering will terminate on, or prior to, April 15, 2010, subject to extension and/or modification in the sole discretion of the Company, and may be extended or modified, including its terms, without notice.

Purchaser understands that this Purchase Agreement is not binding upon the Company unless and until such time as (i) Payment of the Investment Amount is transferred to the Company and (ii) the Company accepts Purchaser's offer to purchase in writing (the "**Closing Date**").

Purchaser acknowledges that the Company reserves the right, in its sole discretion, to accept or reject any Purchase Agreement.

Purchaser acknowledges that Purchaser has received, read, understands and is familiar with this Purchase Agreement, any attachments, including but not limited to SEC Disclosure Material, any other documents filed with the Securities and Exchange Commission, other regulatory authorities, and bankruptcy court documents (collectively "**Offering Material**"), and Purchaser further acknowledges that Purchaser has not relied upon any information concerning the Offering, written or oral, other than those contained in this Purchase Agreement and the Offering Material. Purchaser further understands that any other information or literature, regardless of whether distributed prior to, simultaneously with, or subsequent to, the date of this Purchase Agreement shall not be relied upon by Purchaser in determining whether to make an investment in the Securities and Purchaser expressly acknowledges, agrees and affirms that Purchaser has not relied upon any such information or literature in making Purchaser's determination to make an investment in the Securities and that Purchaser understands that the Company is under no obligation to (and that Purchaser does not expect it to) update, revise, amend or add to any of the information heretofore furnished to Purchaser.

4. Acceptance of Purchase.

Purchaser understands that this Purchase Agreement is not binding upon the Company unless and until such time as (i) Payment of the Investment Amount clears and is credited to the Company's bank account at Citibank pursuant to Section 2 hereof and (ii) the Company accepts Purchaser's Purchase in writing (the "**Acceptance Date**"). Purchaser also understands and agrees that the Securities will be issued to Purchaser within thirty (30) days of the Acceptance Date.

5. Representations and Warranties of Purchaser.

In order to induce the Company to accept Purchaser's Purchase, Purchaser further represents and warrants to the Company, its Affiliates, as defined in the Securities Act of 1933 (the "**Securities Act**"), and counsel to the Company (the "**Company's Counsel**"), and their respective agents and representatives as follows:

(a) PURCHASER HAS READ THE OFFERING MATERIAL, EXAMINED THE RISK FACTORS SET FORTH THEREIN, AND UNDERSTANDS THE SPECULATIVE NATURE OF AND SUBSTANTIAL RISK INVOLVED IN INVESTMENT IN THE COMPANY.

(b) If Purchaser has chosen to do so, Purchaser has been represented by such legal and tax counsel and other professionals, each of whom has been personally selected by Purchaser, as Purchaser has found necessary to consult concerning the purchase of the Securities, and such representation has included an examination of all applicable documents and an analysis of all tax, financial, and securities law aspects thereof deemed to be necessary. Purchaser, together with Purchaser's counsel, Purchaser's advisors, and such other persons, if any, with whom Purchaser has found it necessary or advisable to consult, have sufficient knowledge and experience in business and financial matters to evaluate the information set forth in this Purchase Agreement and in the Offering Material and the risks of the investment and to make an informed investment decision with respect thereto. Further, Purchaser has been given the opportunity for a reasonable time period prior to the date hereof to ask questions of, and receive answers from, the Company or its representatives concerning the terms and conditions of the Offering and other matters pertaining to this investment and has been given the opportunity for a reasonable time period prior to the date hereof to verify the accuracy of the Company's information.

(c) With respect to the United States federal, state and foreign tax aspects of Purchaser's investment, Purchaser is relying solely upon the advice of Purchaser's own tax advisors, and/or upon Purchaser's own knowledge with respect thereto. Purchaser has not relied, and will not rely upon, any information with respect to this offering other than the information contained herein and in the Offering Material.

(d) Purchaser understands that no person has been authorized to make representations or to give any information or literature with respect to this offering that is inconsistent with the information that is set forth herein and in the Offering Material.

(e) Purchaser understands that, other than as provided herein, no covenants, representations, or warranties have been authorized by or will be binding upon the Company, with regard to this Purchase Agreement, the performance of the Company or any expectation of investment returns, including any representations, warranties or agreements contained or made in any written document or oral communication received from or had with the Company, its Affiliates, Company Counsel or any of their respective representatives or agents. Purchaser has not relied upon any information or representation that may be or have been made or given except as permitted under this paragraph.

(f) Purchaser understands that this offering has not been, and it is not anticipated that the same will be, registered under the 1933 Securities Act, or pursuant to the provisions of the securities or other laws of any other applicable jurisdictions, but is being made in reliance upon the provisions of Section 4(2) and/or 4(6) of the 1933 Securities Act and/or Regulation D and the other rules and regulations promulgated thereunder, and/or upon such other exemption from the registration requirements of the 1933 Securities Act as may be available with respect to any or all of the investments in securities to be made hereunder. Purchaser is fully aware that the Securities subscribed for by Purchaser are to be sold to Purchaser in reliance upon such safe harbor based upon Purchaser's representations, warranties, and agreements as set forth herein. Purchaser is fully aware of the restrictions on sale, transferability and assignment of the Securities, and that Purchaser must bear the economic risk of Purchaser's investment herein for an indefinite period of time because the offering has not been registered under the Securities Act and, therefore, the Securities cannot be offered or sold unless such offer is subsequently registered under the Securities Act or an exemption from such registration is available to Purchaser.

(g) Purchaser is a sophisticated Purchaser (as described in Rule 506(b) (2) (ii) of Regulation D promulgated under the Securities Act and/or an accredited Purchaser (as defined in Rule 501 of Regulation D promulgated under the Securities Act).

(h) Purchaser's execution and delivery of this Purchase Agreement has been duly authorized by all necessary action and all necessary consents have been obtained. Purchaser has no present intention to sell, distribute, pledge, assign, or otherwise transfer the Securities, which Purchaser acquires pursuant to this offering. Purchaser is making the investment hereunder solely for Purchaser's own account and not for the account of others and for investment purposes only and not with a view to or for the transfer, assignment, resale or distribution thereof, in whole or in part. Purchaser has no present plans to enter into any such contract, undertaking, agreement, or arrangement.

(i) Purchaser agrees that Purchaser will not cancel, terminate or revoke this Purchase Agreement, which has been executed by Purchaser, and that this Purchase Agreement shall survive any sale, assignment or other transfer of control over, or of all or substantially all of Purchaser's assets or business and Purchaser's bankruptcy, except as otherwise provided pursuant to the laws of any applicable jurisdiction.

(j) Purchaser has substantial investment experience and is familiar with investments of the type contemplated by this Purchase Agreement. Purchaser confirms that although one of Purchaser's motivations for investing in the Company is to derive economic benefits therefrom, Purchaser is aware that purchase of the Securities is a speculative investment involving a high degree of risk and there is no guarantee that Purchaser will realize any gain from Purchaser's investment or realize any tax benefits therefrom and Purchaser is further aware that Purchaser may lose all or a substantial part of Purchaser's investment. Purchaser understands that there are substantial restrictions on the transferability of, and there is no existing public market for, the Securities and it may not be possible to liquidate an investment in the Securities. Purchaser affirms that Purchaser acknowledges that this investment is highly speculative, involves a high degree of risk and, accordingly, Purchaser can afford to lose the entire investment.

(k) The address set forth herein is Purchaser's true and correct address and Purchaser has no present intention of becoming a resident of any other country, state, or jurisdiction prior to, or after, Purchaser's purchase of the Securities.

(l) Purchaser understands the meaning and legal consequences of the foregoing representations and warranties, which are true and correct as of the date hereof and will be true and correct as of the date of Purchaser's purchase of the Securities subscribed for herein. Each such representation and warranty shall survive such purchase.

(m) Purchaser acknowledges and agrees that it shall not be a defense to a suit for damages for any misrepresentation or breach of covenant or warranty made by Purchaser that the Company, its Affiliates, the Company's Counsel and their respective agents or representatives knew or had reason to know that any such covenant, representation or warranty in this Purchase Agreement or furnished or to be furnished to the Company by Purchaser contained untrue statements. The foregoing shall survive any investigation of Purchaser's representations and warranties in this Purchase Agreement made by the Company, its Affiliates, the Company's Counsel and their respective agents or representatives.

(n) No representation or warranty that Purchaser has made in this Purchase Agreement, or in a writing furnished or to be furnished pursuant to this Purchase Agreement, contains or shall contain any untrue statement of fact, or omits or shall omit to state any fact which is required to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. There is no fact relating to Purchaser's business, affairs, operations, conditions (financial or otherwise), or prospects, which would materially adversely affect any of the same which has not been fully disclosed by Purchaser to the Company in this Purchase Agreement.

(o) Purchaser has full right, power, and authority to execute and deliver this Purchase Agreement and to perform Purchaser's obligations hereunder. This Purchase Agreement has been duly authorized, executed and delivered by or on behalf of Purchaser and is a valid, binding and enforceable obligation of Purchaser, enforceable against Purchaser in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect and affecting creditors' rights generally and to general equity principles.

(p) The execution and delivery of this Purchase Agreement by Purchaser will not result in any violation of, or be in conflict with, or result in the default of, any term of any material agreement or instrument to which Purchaser is a party or by which Purchaser is bound, or of any law or governmental order, rule or regulation which is applicable to Purchaser.

(q) Purchaser is duly and validly organized, validly existing and in good tax and corporate standing as a corporation under the laws of the jurisdiction of its incorporation with full power and authority to purchase the Securities to be purchased by it and to execute and deliver this Purchase Agreement.

(r) Purchaser acknowledges and agrees that he/she did not learn about the offering of the Company's securities through the Company's preliminary registration statement, including such amendments thereto, filed with the Securities and Exchange Commission and has a direct or indirect prior relationship with the Company.

(s) To Purchaser's knowledge, except for the payment of **$XXX to XXX** whose fees, commissions and expenses are the sole responsibility of Purchaser, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Purchaser directly with the Company without the intervention of any person or entity in such manner as to give rise to any valid claim by any person or entity against Purchaser or the Company for a finder's fee, brokerage commission or similar payment. To the extent Purchaser becomes aware of an additional claim to such fees, commission or payments, Purchaser shall promptly provide the Company with notice of such claim. To the extent any person or entity claims to be entitled to a finder's fee, brokerage commission, or similar payment in connection with the transactions contemplated hereby, Purchaser shall be liable for all such fees and expenses related thereto to the extent any such claims relate to acts or omissions of Purchaser or to this transaction.

6. Legend.

Any certificate representing Purchaser's interest in the Company shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS IN WHICH THE TRANSFEROR PROVIDES THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY'S MANAGER TO THE EFFECT THAT REGISTRATION IS NOT NECESSSARY.

7. Indemnification by Purchaser.

Purchaser hereby agrees to indemnify and hold harmless the Company, its Affiliates, the Company's Counsel and their respective agents and representatives, from any and all damages, losses, costs, and expenses (including reasonable attorneys' fees to collect such amount of damages, losses, costs, expenses) which they, or any of them, may incur by reason of Purchaser's failure to fulfill any of the terms and conditions of this Purchase Agreement or by reason of Purchaser's breach of any of Purchaser's representations and warranties contained in this Purchase Agreement.

8. Confidential Information.

For purposes of this Agreement, the term "**Confidential Information**" will mean and refer to any information, technical data or know-how, patentable and un-patentable, including, but not limited to, software, machinery, research, product plans, product services, customer lists, marketing materials, developments, inventions, process designs, finances, or other trade secrets of the Company or similar items relating to the Company's business and litigation activities, or that of any supplier, customer or prospective customer, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, to Purchaser under circumstances reasonably demonstrating or suggesting the confidential or proprietary nature of such information. The restrictions in this Section shall not apply to information, which (i) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of Purchaser; (ii) must be delivered in response to a valid order by a court or governmental body, (iii) became or becomes generally available to the recipient on a non-confidential basis from a source other than the Company; or (iv) is approved by the Company, in writing, for release. Purchaser covenants and agrees not to use any Confidential Information for Purchaser's own use or benefit (directly or indirectly), or for the benefit of any party other than Company. Purchaser may not disclose Confidential Information to third parties except employees, consultants, or professional advisers of the Company in connection with Company business who are required to have the information in order to carry out their duties for the Company. Purchaser agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent the Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information, which measures shall include the highest degree of care that Purchaser uses to protect Purchaser's own Confidential Information of a similar nature. Purchaser agrees to immediately notify the Company in writing of any misuse or misappropriation of the Confidential Information, which may come to Purchaser's attention. All proceeds from a misuse or disclosure of the Company's Confidential Information will be recoverable from Purchaser responsible for such misuse or disclosure, which Purchaser shall be liable to the Company to the fullest extent of the law.

9. General Provisions.

(a) Headings. The headings contained in this Purchase Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Purchase Agreement.

(b) Enforceability. If any provision, which is contained in this Purchase Agreement, for any reason, should be held to be invalid or unenforceable in any respect under the laws of any State of the United States or any other jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Purchase Agreement. Instead, this Purchase Agreement shall be construed as if such invalid or unenforceable provisions had not been contained herein.

(c) Notices. Any notice or other communication required or permitted hereunder ("**Notice**") must be in writing and sent by either (i) registered or certified mail, postage prepaid, return receipt requested, (ii) overnight delivery with confirmation of delivery, or (iii) confirmed facsimile transmission, in each case addressed as follows:

To the Company:

US Solar Tech, Inc.
Att: Steven Phillips
Chief Financial Officer/Treasurer

199 Main Street - Suite 706
New York, NY 10601
Facsimile No: 914-686-4192

Purchaser:

Copy to:

Attention: _____
Facsimile No: _____

or in each case to such other address and facsimile number as shall have last been furnished by like Notice. If mailing by registered or certified mail is impossible due to an absence of postal service, and if the other methods of sending Notice set forth in this Section 9 are not otherwise available, Notice shall be in writing and personally delivered to the aforesaid addresses. Each Notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be; provided, however, that any Notice sent by facsimile shall be deemed to have been given as of the date sent by facsimile.

(d). Governing Law; Disputes. This Purchase Agreement shall in all respects be construed, governed, applied and enforced with the laws of the State of New York without giving effect to the principles of conflicts of laws in New York or under applicable international laws or treaties and be deemed to be an agreement entered into in the State of New York and made pursuant to the laws, and between residents of the State of New York. The Parties hereby consent to and irrevocably submit to personal jurisdiction over each of them by the applicable State or Federal Courts of the State of New York in any action or proceeding, irrevocably waive trial by jury and personal service of any and all process and other documents and specifically consent that in any such action or proceeding, any service of process may be effectuated upon any of them by certified mail, return receipt requested, in accordance with this Section 9.

(e) Further Assurances. The Parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions, which are reasonably required to effectuate this Purchase Agreement and the intents and purposes hereof.

(f) Binding Agreement. This Purchase Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

(g) Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Purchase Agreement shall be deemed to have been made unless expressly set forth in writing and signed by the Party against whom such waiver is charged; and, (i) the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Purchase Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions; (ii) the acceptance of performance of anything required by this Purchase Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure; and, (iii) no waiver by any Party of one breach by another Party shall be construed as a waiver with respect to any other or subsequent breach.

(h) Counterparts. This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Entire Agreement. The Parties have not made any representations, warranties, or covenants with respect to the subject matter hereof, orally or in writing, which are not expressly set forth herein, and this Purchase Agreement, together with any instruments or other agreements executed simultaneously herewith, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore had between the Parties with respect to the subject matter hereof are merged in this Purchase Agreement, which alone fully and completely express their agreement. This Purchase Agreement may not be changed, modified, extended, terminated, or discharged orally, but only by an agreement in writing, which is signed by all of the Parties to this Purchase Agreement.

(j) Offer to Purchase Irrevocable. Except as set forth herein, this offer to purchase is irrevocable, is subject to all of the terms and provisions contained in the Purchase Agreement, and will survive the death, dissolution, or disability of the Purchaser.

(k) Limited Liability. The Company, its Affiliates, the Company's Counsel and the Company's applicable agents and representatives shall not be liable for taking any action pursuant to this Purchase Agreement in the absence of their respective willful misconduct or fraud.

(l). Assignability. This Agreement is not transferable or assignable by the undersigned.

10. Certification.

Certification with respect to Federal Interest Payments; Backup Withholding in Lieu of Internal Revenue Service Form W-9 - Under penalties of perjury Purchaser certifies as follows:

If it has been provided, the number shown below, as Purchaser's taxpayer's identification number is Purchaser's correct taxpayer identification number. Purchaser is not subject to backup withholding either because Purchaser has not been notified by the Internal Revenue Service that Purchaser is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified Purchaser that it is no longer subject to backup withholding.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement as of the dates set forth below.

Your investment of $_____ entitles you to _____ shares of the Company's stock, par value $.0001, at $.50 per share.

Accepted and agreed to as of this day of April, 2010

_____
Purchaser

Taxpayer ID Number: _____

US SOLARTECH, INC.

By: _____
Name: Steven Phillips
Title: Chief Financial Officer/Treasurer

EXHIBIT A

SEC Disclosure Material
(To be emailed under separate cover)

Amended S-1 Registration Statement, effective November 12, 2009

Form 10Q for the third quarter ended September 30, 2009, filed December 27, 2009

Form 10k for the year ended December 31, 2009, (scheduled to be filed on April 15, 2010)

Exhibit 31.1

I, MOHD ASLAMI, certify that:

1. I have reviewed this quarterly report on Form 10-Q of US SolarTech, Inc., a Delaware Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2010

/s/ Mohd Aslami

Mohd Aslami
Chief Executive Officer, President and Chief Technology Officer (Principal Executive Officer)

Exhibit 31.2

I, STEVEN PHILLIPS, certify that:

1. I have reviewed this quarterly report on Form 10-Q of US SolarTech, Inc., a Delaware Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2010

/s/ Steven Phillips

Steven Phillips
Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. § 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of US SolarTech, Inc., (the "Company") for the quarter ended June 30, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I MOHD ASLAMI, Chief Executive Officer, President and Chief Technology Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mohd Aslami
Mohd Aslami
Chief Executive Officer, President and Chief Technology Officer (Principal Executive Officer)

Date: August 15, 2010

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. § 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of US SolarTech, Inc., (the "Company") for the quarter ended June 30, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I STEVEN PHILLIPS, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Steven Phillips
Steven Phillips
Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)

Date: August 15, 2010