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

FORM 10-Q

(Mark One)
☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended: **June 30, 2018**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: **001-34487**

LIGHTBRIDGE CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	**91-1975651**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Empl. Ident. No.)*

11710 Plaza America Drive, Suite 2000
Reston, VA 20190
(Address of principal executive offices, Zip Code)

(571) 730-1200
(Registrant's telephone number, including area code)

_____
(Former Name, Former Address and Former Fiscal Year if Changed Since Last Report)

Indicate by check mark whether the registrant (1) has 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 ☐

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 (§ 232.405 of this chapter) 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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller reporting company	☒
(Do not check if a smaller reporting company)		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

The number of shares outstanding of the issuer's common stock, as of July 26, 2018 is as follows:

Class of Securities	**Shares Outstanding**
Common Stock, $0.001 par value	29,476,219

LIGHTBRIDGE CORPORATION
Form 10-Q
JUNE 30, 2018

PART I—FINANCIAL INFORMATION

Lightbridge Corporation
Condensed Consolidated Balance Sheets

	June 30, 2018 (Unaudited)	December 31, 2017
ASSETS		
Current Assets		
Cash and cash equivalents	$ 25,707,368	$ 4,515,398
Accounts receivable - project revenue and reimbursable project costs	-	10,400
Other receivable from joint venture	414,957	-
Prepaid expenses and other current assets	107,861	70,067
Deferred financing costs, net	-	491,168
Total Current Assets	26,230,186	5,087,033
Investment in Joint Venture	2,415,228	-
Other Assets		
Patent costs	1,506,672	1,367,692
Deferred financing costs, net	-	491,268

Total Other Assets	1,506,672	1,858,960
Total Assets	**$ 30,152,086**	**$ 6,945,993**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities	$ 1,405,341	$ 1,151,210
Total Current Liabilities	1,405,341	1,151,210
Total Liabilities	1,405,341	1,151,210
Commitments and Contingencies – Note 5		
Stockholders' Equity		
Preferred stock, $0.001 par value, 10,000,000 authorized shares:		
Convertible Series A preferred shares, 908,740 shares and 1,020,000 shares issued and outstanding at June 30, 2018 and December 31, 2017, respectively (liquidation preference $2,849,000 and $3,088,764 at June 30, 2018 and December 31, 2017, respectively)	909	1,020
Convertible Series B preferred shares, 2,666,667 and 0 shares issued and outstanding at June 30, 2018 and December 31, 2017, respectively (liquidation preference $4,116,667 at June 30, 2018)	2,667	-
Common stock, $0.001 par value, 100,000,000 authorized, 28,621,758 shares and 12,737,703 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	28,622	12,738
Additional paid-in capital	124,774,561	93,602,539
Accumulated deficit	(96,060,014)	(87,821,514)
Total Stockholders' Equity	28,746,745	5,794,783
Total Liabilities and Stockholders' Equity	**$ 30,152,086**	**$ 6,945,993**

The accompanying notes are an integral part of these condensed consolidated financial statements

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Lightbridge Corporation
Unaudited Condensed Consolidated Statements of Operations

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	**2017**	**2018**	**2017**
Revenue				
Consulting Revenue	$ -	$ 14,425	$ -	$ 149,910
Cost of Consulting Services Provided	-	4,300	-	89,663
Gross Margin	-	10,125	-	60,247
Operating Expenses				
General and administrative	1,453,030	971,290	3,676,620	2,179,592
Research and development	538,031	545,644	1,449,065	1,009,987
Total Operating Expenses	1,991,061	1,516,934	5,125,685	3,189,579
Other Operating Income and (Loss)				
Other income from joint venture	187,031	-	587,374	-
Equity in loss from joint venture	(1,773,445)	-	(2,801,772)	-
Total Other Operating Income and (Loss)	(1,586,414)	-	(2,214,398)	-
Operating Loss	(3,577,475)	(1,506,809)	(7,340,083)	(3,129,332)
Other Income and (Expenses)				
Interest income	60,462	-	84,019	-
Financing costs	-	(130,877)	(982,436)	(253,681)
Other income	-	23	-	47
Total Other Income and (Expenses)	60,462	(130,854)	(898,417)	(253,634)
Loss before income taxes	(3,517,013)	(1,637,663)	(8,238,500)	(3,382,966)
Income taxes	-	-	-	-
Net loss	$ (3,517,013)	$ (1,637,663)	$ (8,238,500)	$ (3,382,966)
Accumulated preferred stock dividend	(119,000)	(49,000)	(214,667)	(98,000)
Deemed additional dividend on preferred stock dividend due the beneficial conversion feature	(49,373)	-	(85,680)	-
Deemed dividend on issuance on Series B convertible preferred stock due to beneficial conversion feature	-	-	(2,624,836)	-
Net loss attributable to common stockholders	(3,685,386)	(1,686,663)	(11,163,683)	(3,480,966)
Net Loss Per Common Share, Basic and Diluted	$ (0.14)	$ (0.17)	$ (0.50)	$ (0.37)
Weighted Average Number of Common Shares Outstanding	25,702,352	9,911,864	22,484,840	9,524,939

The accompanying notes are an integral part of these condensed consolidated financial statements

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Lightbridge Corporation
Unaudited Condensed Consolidated Statements of Cash Flows

	Six Months Ended June 30,	
	2018	**2017**
Operating Activities		
Net Loss	$ (8,238,500)	$ (3,382,966)
Adjustments to reconcile net loss from operations to net cash used in operating activities:		
Stock-based compensation	1,421,745	427,880
Amortization of deferred financing cost	982,436	245,609
Equity in loss from joint venture	2,801,772	-
Changes in operating working capital items:		
Accounts receivable - fees and reimbursable project costs	10,400	377,545
Other receivable from joint venture	(414,957)	-
Prepaid expenses and other assets	(37,794)	(50,384)
Accounts payable and accrued liabilities	254,131	(48,540)
Deferred lease abandonment liability	-	(72,186)
Net Cash Used In Operating Activities	(3,220,767)	(2,503,042)
Investing Activities		
Investment in joint venture	(5,217,000)	-
Patent costs	(138,980)	(115,172)
Net Cash Used In Investing Activities	(5,355,980)	(115,172)
Financing Activities		
Net proceeds from the issuance of common stock	25,868,716	3,025,544
Net proceeds from the issuance of preferred stock	3,900,001	-
Restricted cash	-	(47)
Net Cash Provided by Financing Activities	29,768,717	3,025,497
Net Increase In Cash and Cash Equivalents	21,191,970	407,283
Cash and Cash Equivalents, Beginning of Period	4,515,398	3,584,877
Cash and Cash Equivalents, End of Period	$ 25,707,368	$ 3,992,160
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the period:		
Interest paid	$ -	$ -
Income taxes paid	$ -	$ -
Non-Cash Financing Activity:		
Deemed dividend on issuance Series B convertible preferred stock due to beneficial conversion feature	$ 2,624,836	$ -
Accumulated preferred stock dividend	$ 214,667	$ 98,000
Decrease in accrued liabilities - stock-based compensation	$ -	$ 121,720

The accompanying notes are an integral part of these condensed consolidated financial statements

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Lightbridge Corporation
Unaudited Condensed Consolidated Statement of Changes in Stockholders' Equity

	Series A Preferred Stock		Series B Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance - December 31, 2016	1,020,000	$ 1,020	-	$ -	7,112,143	$ 7,112	$ 86,266,075	$(80,716,617)	$ 5,557,590
Consulting fees paid in stock - non-cash payment of accrued expenses	-	-	-	-	102,975	$ 103	$ 121,617	$ -	$ 121,720
Shares issued - registered offerings – net of offering costs	-	-	-	-	5,236,001	5,236	6,021,828	-	6,027,064
Cashless exercise of stock warrants	-	-	-	-	286,584	287	(287)	-	-

Stock-based compensation	-	-	-	-	-	-	1,193,306	-	1,193,306
Net loss -year	-	-	-	-	-	-	-	(7,104,897)	(7,104,897)
Balance – December 31, 2017	1,020,000	$ 1,020	-	$ -	12,737,703	$ 12,738	$ 93,602,539	$(87,821,514)	$ 5,794,783
Issuance of Preferred Stock	-	-	2,666,667	2,667	-	-	3,897,334	-	3,900,001
Shares issued - registered offerings – net of offering costs	-	-	-	-	15,262,528	15,263	25,853,453	-	25,868,716
Cashless exercise of stock warrants	-	-	-	-	496,644	496	(496)	-	-
Stock-based compensation	-	-	-	-	-	-	1,421,745	-	1,421,745
Conversion for payment of dividends, 111,260 preferred stock converted to 124,882 Common	(111,260)	(111)	-	-	-	-	111	-	-
Shares issued in payment of dividend	-	-	-	-	124,883	125	(125)	-	-
Net loss for the period	-	-	-	-	-	-	-	(8,238,500)	(8,238,500)
Balance - June 30, 2018 (unaudited)	908,740	$ 909	2,666,667	$ 2,667	28,621,758	$ 28,622	$124,774,561	$(96,060,014)	$28,746,745

The accompanying notes are an integral part of these condensed consolidated financial statements

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LIGHTBRIDGE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Basis of Presentation, Summary of Significant Accounting Policies and Nature of Operations

Basis of presentation

The accompanying unaudited condensed consolidated financial statements of Lightbridge Corporation and its subsidiaries have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission, or the SEC, including the instructions to Form 10-Q and Regulation S-X. Certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America, including a summary of the Company's significant accounting policies, have been condensed or omitted from these statements pursuant to such rules and regulations and, accordingly, they do not include all the information and notes necessary for comprehensive consolidated financial statements and should be read in conjunction with our audited consolidated financial statements for the year ended December 31, 2017, included in our Annual Report on Form 10-K for the year ended December 31, 2017.

In the opinion of the management of the Company, all adjustments, which are of a normal recurring nature, necessary for a fair statement of the results for the three and six-month periods have been made. Results for the interim period presented are not necessarily

indicative of the results that might be expected for the entire fiscal year. When used in these notes, the terms “Lightbridge”, "Company," "we," "us" or "our" mean Lightbridge Corporation and all entities included in our condensed consolidated financial statements.

The Company was formed on October 6, 2006, when Thorium Power, Ltd., which had been formed in the State of Nevada on February 2, 1999, merged with Thorium Power, Inc. (“TPI”), which had been formed in the State of Delaware on January 8, 1992. On September 29, 2009, we changed our name from Thorium Power, Ltd. to Lightbridge Corporation. We are engaged in two operating business segments: our Technology Business Segment and our Consulting Business Segment (see Note 8-Business Segment Results).

Liquidity

As of June 30, 2018, the Company has an accumulated deficit of approximately $96.1 million, representative of recurring losses since inception. The Company has incurred recurring losses since inception because it is a development stage nuclear fuel development company. The Company expects to continue to incur losses because of costs and expenses related to the Company’s research and development expenses and corporate general and administrative expenses.

At June 30, 2018, the Company had $25.7 million in cash and cash equivalents and had a working capital surplus of approximately $24.8 million. The Company had expended substantial funds on its research and development activities and expects to increase this spending through its equity contributions to Enfission, LLC. The Company’s net cash used in operating activities during the six months ended June 30, 2018 was approximately $3.2 million, and current projections indicate that the Company will have continued negative cash flows for the foreseeable future. Net losses incurred for the six months ended June 30, 2018 and 2017 amounted to approximately $8.2 million and $3.4 million, respectively.

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The amount of cash and cash equivalents on the balance sheet as of the date of the filing is approximately $26 million. The Company also may consider other plans to fund operations including: (1) raising additional capital through debt financings or from other sources; (2) additional funding through new relationships to help fund future research and development costs (e.g., Department of Energy funding); and (3) additional capital raises. The Company may issue securities, including common stock, preferred stock and stock purchase contracts through private placement transactions or registered public offerings, pursuant to its registration statement on Form S-3 filed with the Securities and Exchange Commission (“SEC”) on March 15, 2018 and declared effective on March 23, 2018. There can be no assurance as to the availability or terms upon which financing and capital might be available. The Company’s future liquidity needs, and ability to address those needs, will largely be determined by the success of the development of its nuclear fuel and key nuclear development and regulatory events and its business decisions in the future.

The Company believes that its current financial resources, as of the date of the issuance of these financial statements, are sufficient to fund its current 12 month operating budget, alleviating the substantial doubt raised by our historical operating results and satisfying our estimated liquidity needs 12 months from the issuance of these financial statements.

Equity Method Investment – Enfission, LLC - Joint Venture with Framatome Inc.

In January 2018, Lightbridge and Framatome Inc., a subsidiary of Framatome SAS (formerly AREVA SAS), finalized and launched Enfission, LLC, (“Enfission”), a 50-50 joint venture company to develop, license and sell nuclear fuel assemblies based on Lightbridge-designed metallic fuel technology and other advanced nuclear fuel intellectual property. Framatome SAS and Framatome Inc. (collectively “Framatome”) is a global leader in designing, building, servicing, and fueling reactor fleet and advancing nuclear energy and is majority owned by Électricité de France, the world’s largest owner and operator of nuclear power plants. Lightbridge and Framatome began joint fuel development and regulatory licensing work under previously signed agreements initiated in March 2016. The joint venture Enfission is a Delaware-based limited liability company that was formed on January 24, 2018.

Management has determined that its investment in Enfission should be accounted for under the equity method of accounting. Under the equity method of accounting, an investee company’s accounts are not reflected within the Company’s condensed consolidated balance sheets and condensed consolidated statements of operations; however, the Company’s share of the losses of the investee company is reported in the “Equity in loss from joint venture” line item in the condensed consolidated statements of operations, and the Company’s carrying value in an equity method investee company is reported in the “Investment in joint venture” line item in the condensed consolidated balance sheets.

The Company allocates income (loss) utilizing the hypothetical liquidation book value ("HLBV") method, in which the Company allocates income or loss based on the change in each JV member’s claim on the net assets of the JV’s operating agreement at period end after adjusting for any distributions or contributions made during such period. The Company uses this method because of the difference between the distribution rights and priorities set forth in the Enfission operating agreement and what is reflected by the underlying percentage ownership interests of the Joint Venture. Additionally, if the Company's carrying value in an equity method investment is zero and the Company has not guaranteed any obligations of the investee, nor is it required to provide additional funding to the investee, the Company will not recognize its share of any reported losses by the investee until future equity contributions or earnings are generated to offset previously unrecognized losses.

Basis of Consolidation

These condensed consolidated financial statements include the accounts of Lightbridge, a Nevada corporation, and our wholly-owned subsidiaries, TPI, a Delaware corporation and Lightbridge International Holding LLC, a Delaware limited liability company. All significant intercompany transactions and balances have been eliminated in consolidation. Translation gains and losses for the three and six months ended June 30, 2018 and 2017 were not significant.

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As of January 24, 2018, the Company owns a 50% interest in Enfission –accounted for using the equity method of accounting (Note 3). Enfission is deemed to be variable interest entity ("VIE") under the VIE model of consolidation because it currently does not have sufficient funds to finance its operations and will require significant additional equity or subordinated debt financing. The Company has determined that it is not the primary beneficiary of the VIE since it does not have the power to direct the activities that most significantly impact the VIE's performance.

In determining whether we are the primary beneficiary and whether we have the right to receive benefits or the obligation to absorb losses that could potentially be significant to the VIE, we evaluate all our economic interests in the entity, regardless of form. This evaluation considers all relevant factors of the entity's structure, including: the entity's capital structure, contractual rights to earnings (losses) as well as other contractual arrangements that have potential to be economically significant. Although we have the obligation to absorb the losses as of this reporting period, we concluded that we are not the primary beneficiary since the major decision making for all significant economic activities require the approval of both the Company and Framatome. The significant economic activities identified were financing activities; research and development activities; licensing activities; manufacturing of fuel assembly product activities; and marketing and sales activities. The evaluation of each of these factors in reaching a conclusion about the potential significance of our economic interests and control is a matter that requires the exercise of professional judgment.

Cash and Cash Equivalents

We may at times invest our excess cash in savings accounts and US Treasury Bills. We classify all highly liquid investments with stated maturities of three months or less from date of purchase as cash equivalents and all highly liquid investments with stated maturities of greater than three months as marketable securities. We hold cash balances in excess of the federally insured limits of $250,000. We deem this credit risk not to be significant as our cash is held by two prominent financial institutions. We buy and hold short-term US Treasury Bills from Treasury Direct to maturity. US Treasury Bills totaled approximately $10.0 million at June 30, 2018 with the remaining $15.7 million on deposits with two financial institutions. Total cash and cash equivalents held, as reported on the accompanying condensed consolidated balance sheets, totaled approximately $25.7 million and $4.5 million at June 30, 2018 and December 31, 2017, respectively.

Technology Business Segment

Our primary business segment, based on future revenue potential, is to develop and commercialize innovative, proprietary nuclear fuel designs, which we expect will significantly enhance the nuclear power industry's economics due to higher power output and improved safety margins.

We are focusing our technology development efforts on the metallic fuel with a potential power uprate of up to 10% and an operating cycle extended from 18 to 24 months in existing Westinghouse-type four-loop pressurized water reactors. Those reactors represent the largest segment of our global target market. Our metallic fuel could also be adapted for use in other types of water-cooled commercial power reactors, such as boiling water reactors, Russian-type VVER reactors, CANDU heavy water reactors, water-cooled small and modular reactors, as well as water-cooled research reactors.

Lightbridge has obtained and will continue to seek patent validation in key countries that either currently operate or are expected to build and operate a large number of suitable nuclear power reactors.

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Consulting Business Segment

Our business model expanded with first consulting revenue in 2008. We have provided consulting and strategic advisory services to companies and governments planning to create or expand electricity generation capabilities using nuclear power plants.

Beneficial Conversion Feature of Convertible Preferred Stock

The Company accounts for the beneficial conversion feature on its convertible preferred stock in accordance with ASC 470-20, *Debt with Conversion and Other Options*. The Beneficial Conversion Feature ("BCF") of convertible preferred stock is normally characterized as the convertible portion or feature that provides a rate of conversion that is below market value or in-the-money when issued. We record a BCF related to the issuance of convertible preferred stock when issued. Beneficial conversion features that are contingent upon the occurrence of a future event are recorded when the contingency is resolved.

To determine the effective conversion price, we first allocate the proceeds received to the convertible preferred stock and then use those allocated proceeds to determine the effective conversion price. If the convertible instrument is issued in a basket transaction (i.e., issued along with other freestanding financial instruments), the proceeds should first be allocated to the various instruments in the basket. The intrinsic value of the conversion option should be measured using the effective conversion price for the convertible preferred stock on the proceeds allocated to that instrument. The effective conversion price represents proceeds allocable to the convertible preferred stock divided by the number of shares into which it is convertible. The effective conversion price is then compared to the per share fair value of the underlying common shares on the commitment date. The accounting for a BCF requires that the BCF be recognized by allocating the intrinsic value of the conversion option to additional paid-in capital, resulting in a discount on the convertible preferred stock. This discount should be accreted from the date on which the BCF is first recognized through the earliest conversion date for instruments that do not have a stated redemption date. The intrinsic value of the BCF is recognized as a deemed dividend on convertible preferred stock over a period specified in the guidance. In the case of both the Series A and Series B preferred shares, the holders of the shares had the right to convert beginning at the date of issuance with the result that the accretion of the related BCF was recognized immediately at issuance.

When the Company's preferred stock has dividends that are paid-in-kind ("PIK") (i.e., the holder is paid in additional shares or liquidation/dividend rights), and either (1) neither the Company nor the holder has the option for the dividend to be paid in cash, or (2) the PIK amounts do not accrue to the holder if the instrument is converted prior to the PIK amount otherwise being accrued or due, additional BCF is recognized as dividends accrue to the extent that the per share fair value of the underlying common shares at the commitment date exceeds the conversion price.

Recently Adopted Accounting Pronouncements

Compensation – Stock Compensation — In June 2018, the FASB issued ASU 2018-07, *Compensation – Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*, which allows companies to account for nonemployee awards in the same manner as employee awards. The guidance is effective for fiscal years beginning after December 15, 2018, and interim periods within those annual periods. The Company elected the early adoption of this ASU on July 1, 2018. The adoption of ASU 2018-07 will not have a material impact on the condensed consolidated financial statements.

Compensation – Stock Compensation — In May 2017, the FASB issued ASU 2017-09, *Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting*. ASU 2017-09 provides clarity and reduces both (1) diversity in practice and (2) cost and complexity when applying the guidance in Topic 718, to a change to the terms or conditions of a share-based payment award. The amendments in ASU 2017-09 should be applied prospectively to an award modified on or after the adoption date. This ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017. This new pronouncement has been adopted on January 1, 2018 and did not have a material effect on the Company's financial position, results of operations or cash flows.

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Financial Instruments — In January 2016, the FASB issued ASU 2016-01, *Financial Instruments (Subtopic 825-10) - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities* ("ASU 2016-01"). This standard provides guidance on how entities measure certain equity investments and present changes in the fair value. This standard requires that entities measure certain equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in fair value in net income. ASU 2016-01 is effective for fiscal years beginning after December 31, 2017. This new pronouncement has been adopted on January 1, 2018 and did not have a material effect on the Company's financial position, results of operations or cash flows.

Statement of Cash Flows — In 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* and ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. ASU 2016-15 addresses the presentation and classification of certain cash receipts and payments in the statement of cash flows. ASU 2016-18 is intended to reduce diversity in the presentation of restricted cash and restricted cash equivalents in the cash flows statement. The statement requires that restricted cash and restricted cash equivalents to be included as components of total cash and cash equivalents as presented on the statement of cash flows. These pronouncements go into effect for periods beginning after December 15, 2017. This new pronouncement has been adopted on January 1, 2018 and did not have a material effect on the Company's financial position, results of operations or cash flows.

Revenue Recognition — In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* which supersedes most current revenue recognition guidance, including industry-specific guidance. The underlying principle is that an entity will recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. The guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. Other major provisions include capitalization of certain contract costs, consideration of time value of money in the transaction price and allowing estimates of variable consideration to be recognized before contingencies are resolved in certain circumstances. The guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. In March 2016, the FASB issued ASU 2016-08, *Revenue from Contracts with Customers: Principal versus Agent Considerations*. ASU 2016-08 clarifies implementation guidance on principal versus agent considerations in ASU 2014-09. ASU 2016-10 was issued to clarify ASC Topic 606 related to (i) identifying performance obligations;

and (ii) the licensing implementation guidance. In May 2016, the FASB issued ASU 2016-12, *Revenue from Contracts with Customers - Narrow-Scope Improvements and Practical Expedients*, to clarify certain narrow aspects of Topic 606 such as assessing the collectability criterion, presentation of sales taxes and other similar taxes collected from customers, noncash consideration, contract modifications at transition, completed contracts at transition, and technical correction. The guidance is effective for the interim and annual periods beginning on or after December 15, 2017, and this new pronouncement was adopted on January 1, 2018. The guidance permits the use of either a retrospective or cumulative effect transition method. The Company has evaluated its prior various contracts subject to these updates and completed its assessment. The Company has concluded that the adoption of this pronouncement did not have a material effect on its condensed consolidated financial statements and related disclosures since we did not enter into any consulting revenue contracts with third parties in 2018.

Recent Accounting Pronouncements

Intangibles, Goodwill and Other — In January 2017, the FASB issued ASU 2017-04, *Intangibles – Goodwill and Other (Topic 350) – Simplifying the Test for Goodwill Impairment* ("ASU 2017-04"). To simplify the subsequent measurement of goodwill, ASU 2017-04 eliminates Step 2 from the goodwill impairment test. In computing the implied fair value of goodwill under Step 2, an entity had to perform procedures to determine the fair value at the impairment testing date of its assets and liabilities following the procedure that would be required in determining the fair value of assets acquired and liabilities assumed in a business combination. Instead, ASU 2017-04 requires an entity to perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An entity should recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. ASU 2017-04 also eliminates the requirements for any reporting unit with a zero or negative carrying amount to perform a qualitative assessment and, if it fails that qualitative test, to perform Step 2 of the goodwill impairment test. Therefore, the same impairment assessment applies to all reporting units. An entity is required to disclose the amount of goodwill allocated to each reporting unit with a zero or negative carrying amount of net assets. An entity still has the option to perform the qualitative assessment for a reporting unit to determine if the quantitative impairment test is necessary. ASU 2017-04 is effective for fiscal years beginning after December 15, 2019. The Company will adopt ASU 2017-04 commencing in the first quarter of fiscal 2020. The Company does not believe this standard will have a material impact on its consolidated financial statements or the related footnote disclosures.

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Leases — In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842) ("ASU 2016-02"),* which amends existing lease accounting guidance and requires recognition of most lease arrangements on the balance sheet. The adoption of this standard will result in the Company recognizing a right-of-use asset representing its rights to use the underlying asset for the lease term with an offsetting lease liability. ASU 2016-02 will be effective for fiscal years beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating the potential impact of the adoption of this accounting pronouncement to its consolidated financial statements. This new pronouncement is not expected to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

The Company does not believe that other standards, which have been issued but are not yet effective, will have a significant impact on its financial statements.

Note 2. Net Loss Per Share

Basic net loss per share is computed using the weighted-average number of common shares outstanding during the period except that it does not include unvested common shares subject to repurchase or cancellation. Diluted net income per share is computed using the weighted-average number of common shares and, if dilutive, potential common shares outstanding during the period. Potential common shares consist of the incremental common shares issuable upon the exercise of stock options, warrants, restricted shares, and unvested common shares subject to repurchase or cancellation. The dilutive effect of outstanding stock options, restricted shares, restricted stock units, and warrants is not reflected in diluted earnings per share because we incurred net losses for the three and six months ended June 30, 2018 and 2017, and the effect of including these potential common shares in the net loss per share calculations would be anti-dilutive and are therefore not included in the calculations.

Note 3. Investment in Joint Venture

Pursuant to the Enfission operating agreement, both partners agreed that Enfission will serve as an exclusive vehicle to develop, license and sell nuclear fuel assemblies based on Company-designed metallic fuel technology and other advanced nuclear fuel intellectual property licensed to Enfission by the Company and Framatome or their affiliates. The joint venture builds on the joint fuel development and regulatory licensing work under previously signed agreements initiated in March 2016.

The Enfission operating agreement provided that the Company and Framatome each hold 50% of the total issued Class A voting membership units of the joint venture. The Company's investment accounted for under the equity method consist of the following as of June 30, 2018 (carrying amounts rounded in millions of dollars):

Investment Name	Ownership Interest	Carrying Amount
Enfission, LLC	50%	$ 2.4
Total - Equity Method Investment		$ 2.4

The Company invested approximately $5.2 million in Enfission June 30, 2018. The cash balance in Enfission at June 30, 2018 was approximately $4.5 million. During the six-months ended June 30, 2018, Enfission incurred a loss of approximately $2.8 million, and accordingly, the Company recorded its share of the loss in investment in Enfission, in accordance with the provisions in the joint venture operating agreement, of approximately $2.8 million in the accompanying condensed consolidated statement of operations. The Company’s cash position exceeds the approximate $10 million to $12 million that it is presently contractually bound to provide to Enfission. The Company expects to continue providing additional equity contributions in 2018 and for the foreseeable future.

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Summarized balance sheet information for the Company’s equity method investee Enfission as of June 30, 2018 is presented in the following table (rounded in millions of dollars):

Current assets	
Cash	$ 4.5
Other current assets	0.1
Total assets	$ 4.6
Current liabilities	$ 1.3
Total liabilities	$ 1.3

Summarized income statement information for the Company’s equity method investee Enfission is presented in the following table for the period ended June 30, 2018 (rounded in millions):

Net sales and revenue	$ 0.0
Research and development costs	2.3
Administrative expenses	0.5
Total Operating Loss	$ 2.8
Loss from operations	$ 2.8
Net loss	$ 2.8

As of June 30, 2018, the total receivable due from Enfission was approximately $0.4 million, which represents consulting fees charged to Enfission and reimbursable expenses paid by Lightbridge on Enfission’s behalf.

Note 4. Accounts Payable and Accrued Liabilities

Accounts payable and accrued expenses (rounded in millions) consisted of the following:

	June 30, 2018	December 31, 2017
Trade payables	$ 0.6	$ 0.3
Accrued expenses and other	0.4	0.6
Accrued bonuses	0.4	0.3
Total	$ 1.4	$ 1.2

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Note 5. Commitments and Contingencies

Commitments

Operating Leases

On December 22, 2015 we entered into a lease for new office space for a 12-month term, with a monthly rent payment of approximately $6,500 per month plus additional charges. This lease was renewed for an additional one-year term in December 2017.

The future minimum lease payments required under the non-cancelable operating leases are as follows (rounded in millions):

Year ending December 31,	Amount
2018	$ 0.1
Total minimum payments required	$ 0.1

Contingency

Litigation

A former Chief Financial Officer of the Company filed a complaint against the Company with the U.S. Occupational Safety and Health Administration (the "OSHA Complaint") on March 9, 2015. This complaint was closed and dismissed by OSHA in January 2018 without any findings against the Company. On March 14, 2018 an appeal was filed and the Company will vigorously defend this appeal and believes that this appeal hearing will not result in any findings against the Company.

Note 6. Research and Development Costs

Research and development costs included in the accompanying condensed consolidated statement of operations amounted to approximately $0.5 million for the three months ended June 30, 2018 and 2017, respectively, and approximately $1.4 million and $1.0 million for the six months ended June 30, 2018 and 2017, respectively.

Note 7. Stockholders' Equity

At June 30, 2018, there were 28,621,758 common shares outstanding, and there were also outstanding warrants relating to 1,511,001 shares of common stock, stock options relating to 3,970,739 shares of common stock, 908,740 shares of Series A convertible preferred stock convertible into 908,740 shares of common stock (plus accrued dividends of $49,000, relating to an additional 17,850 common shares), and 2,666,667 shares of Series B convertible preferred stock convertible into 2,666,667 shares of common stock (plus accrued dividends of $116,667, relating to an additional 77,778 common shares), all totaling 37,774,533 shares of common stock and common stock equivalents outstanding at June 30, 2018.

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At December 31, 2017, there were 12,737,703 common shares outstanding, and there were also outstanding warrants relating to 1,210,905 shares of common stock, stock options relating to 3,976,884 shares of common stock, and 1,020,000 shares of Series A convertible preferred stock convertible into 1,020,000 shares of common stock (plus accrued dividends of $276,578, relating to an additional 100,753 common shares), all totaling 19,046,245 shares of common stock and common stock equivalents outstanding at December 31, 2017.

Filing of New $75 Million Shelf Registration Statement

On March 15, 2018, the Company filed a new shelf registration statement on Form S-3, registering the sale of up to $75 million of the Company's securities, which registration statement became effective on March 23, 2018.

Common Stock Equity Offerings

ATM Offering - 2018

On March 30, 2018, the Company entered into an at-the-market issuance sales agreement ("New ATM") with B. Riley FBR, Inc. (the "Distribution Agent"), pursuant to which the Company may issue and sell shares of its common stock from time to time through the Distribution Agent as the Company's sales agent. Sales of the Company's common stock through the Distribution Agent, if any, will be made by any method that is deemed to be an "at-the-market" equity offering as defined in Rule 415 promulgated under the Securities Act of 1933, as amended, pursuant to the Company's effective shelf registration statement on Form S-3 (File No. 333-223674) filed on March 15, 2018 with the Securities and Exchange Commission and declared effective on March 23, 2018, the base prospectus filed as part of such registration statement and the prospectus supplement dated March 30, 2018, which registered the offer and sale of up to $50 million of common stock under the New ATM. Sales under the New ATM that were made during the three months and six months ended June 30, 2018 was the sale of 4.6 million shares that totaled gross proceeds of $5.4 million and the remaining balance as of June 30, 2018 was $44.6 million.

On January 24, 2018, January 26, 2018, February 7, 2018 and March 2, 2018, the Company filed prospectus supplements registering an aggregate of approximately $22.6 million under the prior ATM agreement with B. Riley FBR, Inc., of which the Company sold approximately $20.4 million during the six months ended June 30, 2018. No additional sales may be made under the prior ATM agreement.

ATM Offering - 2017

On July 12, 2017, the Company entered into an ATM sales agreement with FBR Capital Markets & Co. and MLV & Co. LLC. The Company registered the sale of approximately $1.6 million under the ATM sales agreement on July 12, 2017 and sold all of such amount in the year ended December 31, 2017, through the issuance of approximately 1.4 million shares.

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Preferred Stock Equity Offerings

Series B Preferred Stock - Securities Purchase Agreement

On January 30, 2018, the Company issued 2,666,667 shares of newly created Non-Voting Series B Convertible Preferred Stock (the "Series B Preferred Stock") and associated warrants to purchase up to 666,664 shares of the Company's common stock to the several purchasers for approximately $4.0 million or approximately $1.50 per share of Series B Preferred Stock and associated 0.25 of a warrant. Dividends accrue on the Series B Preferred Stock at the rate of 7% per year and will be paid in-kind through an increase in the liquidation preference per share. The liquidation preference, initially $1.50 per share of Series B Preferred Stock, is the base that is also used to determine the number of common shares into which the Series B Preferred Stock will convert as well as the calculation of the

7% dividend. Each share of Series B Preferred Stock is convertible at the option of the holder into such number of shares of the Company's common stock equal to the liquidation preference divided by the conversion price of $1.50 per share subject to adjustments in the case of stock splits and stock dividends.

Holders of the Series B Preferred Stock are also entitled to participating dividends whenever dividends in cash securities (other than shares of the Company's common stock paid on shares of common stock) or property are paid on common shares or shares of Series A Preferred Stock. The amount of the dividends will equal the amount to which the holder would be entitled if all shares of Series B Preferred Stock had been converted to common stock immediately prior to the record date.

The warrants have a per share of common stock exercise price of $1.875, which is subject to adjustment in the event of certain stock dividends and distributions, stock splits, recapitalizations, stock combinations, reclassifications or similar events affecting the Company's common stock. The warrants are exercisable upon issuance and will expire six months after issuance. On February 6, 2017 the Company entered into an agreement with an investment bank that introduced the Company to these investors. The agreement calls for monthly retainer payments of $15,000, which are credited against any transaction introductory fee earned by the investment bank. This agreement calls for a 7% transaction introductory fee and warrants equal to 5% of the total transaction amount, at a strike price equal to the offering price for a three-year term.

The holders of the Series B Preferred Stock have no voting rights. In addition, as long as the shares of Series A Preferred Stock are outstanding, the Company may not take certain actions without first having obtained the affirmative vote or waiver of the holders of a majority of the outstanding shares of Series B Preferred Stock. The Company has the option at any time after August 2, 2019 to redeem some or all of the outstanding Series B Preferred Stock for an amount in cash equal to the liquidation preference plus the amount of any accrued but unpaid dividends of the Series B Preferred Stock being redeemed. The holders of the Series B Preferred Stock do not have the ability to require the Company to redeem the Series B Preferred Stock.

The accumulated dividend (unpaid) at June 30, 2018 was approximately $117,000. The liquidation preference of the Series B Preferred Stock at June 30, 2018 is approximately $4.1 million.

The Company has the option of forcing the conversion of all or part of the Series B Preferred Stock if at any time the average closing price of the Company's common stock for a thirty-trading day period is greater than $5.4902 prior to August 2, 2019 or greater than $8.2353 at any time. The Company can only exercise this option if it also requires the conversion of the Series A Preferred Stock in the same proportion as it is requiring of the Series B Preferred Stock.

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Of the $4 million proceeds, approximately $0.3 million was allocated to the warrants with the remaining approximate $3.7 million allocated to the Series B Preferred Stock. The Series B Preferred Stock was initially convertible into 2,666,667 shares of common stock. The average of the high and low market prices of the common stock on January 30, 2018, the date of the closing of the sale of the preferred stock, was approximately $2.34 per share. At $2.34 per share the common stock into which the Series B Preferred Stock was initially convertible was valued at approximately $6.2 million. This amount was compared to the $3.6 million of proceeds allocated to the Series B Preferred Stock to indicate that a BCF of approximately $2.6 million existed at the date of issuance which was immediately accreted as a deemed dividend because the conversion rights were immediately effective. This deemed dividend is included on the statement of operations for the six months ended June 30, 2018.

Additionally, comparison of the $1.50 conversion price of the PIK dividends to the $2.34 commitment date fair value per share indicates that each PIK dividend will accrete $0.84 of BCF as an additional deemed dividend for every $1.50 of PIK dividend accrued. Total cumulative deemed dividend for this PIK dividend at June 30, 2018 was $65,334. Total deemed dividend for this PIK dividend for the three months ended June 30, 2018 was $39,200.

Pursuant to the Securities Purchase Agreement for the Series B Preferred Stock, we terminated our stock purchase agreement with Aspire Capital and this termination resulted in a write-off of our deferred financing costs asset of approximately $1 million.

Series A Preferred Stock - Securities Purchase Agreement

On August 2, 2016, the Company issued 1,020,000 shares of newly created Non-Voting Series A Convertible Preferred Stock (the "Series A Preferred Stock") to General International Holdings, Inc. ("GIH") for $2.8 million or approximately $2.75 per share. Dividends accrue on the Series A Preferred Stock at the rate of 7% per year and will be paid in-kind through an increase in the liquidation preference per share. The liquidation preference, initially $2.7451 per share of Series A Preferred Stock, is the base that is also used to determine the number of common shares into which the Series A Preferred Stock will convert as well as the calculation of the 7% dividend. Each share of Series A Preferred Stock is convertible at the option of the holder into such number of shares of the Company's common stock equal to the liquidation preference divided by the conversion price of $2.7451 per share subject to adjustments in the case of stock splits and stock dividends.

Holders of the Series A Preferred Stock are also entitled to participating dividends whenever dividends in cash securities (other than shares of the Company's common stock) or property are paid on common shares. The amount of the dividends will the amount to which the holder would be entitled if all shares of Series A Preferred Stock had been converted to common stock immediately prior to the record date.

The accumulated dividend (unpaid) at June 30, 2018 and December 31, 2017 was approximately $0.1 million and $0.3 million dollars, respectively. On April 30, 2018, the holders of the Series A Preferred Shares converted 111,260 preferred shares into 124,882 common

shares in payment of the accumulated dividend at March 31, 2018 of $342,813, at $2.7451 per share. The Series A Preferred Shares outstanding at June 30, 2018 was 908,740 shares with a liquidation preference of approximately $2.9 million.

The Company has the option of forcing the conversion of the Series A Preferred Stock if the trading price for the Company's common stock is more than two times the applicable conversion price (approximately $2.75 per share) before the third anniversary of the issuance of the Series A Preferred Stock, or if the trading price is more than three times the applicable conversion price following the third anniversary of issuance. The Company may also redeem the Series A Preferred Stock following the third anniversary of the issuance.

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The Series A Preferred Stock was initially convertible into 1,020,000 shares of common stock. The average of the high and low market prices of the common stock on August 6, 2016, the date of the closing of the sale of the Series A Preferred Stock, was approximately $3.315 per share. At $3.315 per share the common stock into which the Series A Preferred Stock was initially convertible was valued at approximately $3.4 million. This amount was compared to the $2.8 million of proceeds of the Series A Preferred Stock to indicate that a BCF of approximately $0.6 million existed at the date of issuance which was immediately accreted as a deemed dividend because the conversion rights were immediately effective.

Additionally, comparison of the $2.7451 conversion price of the PIK dividends to the $3.315 commitment date fair value per share indicates that each PIK dividend will accrete $0.5699 of BCF as an additional deemed dividend for every $2.7451 of PIK dividend accrued. The total deemed dividends for this PIK dividend for the three months and six months ended June 30, 2018 was $10,173 and $20,346, respectively.

The holders of the Series A Preferred Stock have no voting rights. In addition, as long as 255,000 shares of Series A Preferred Stock are outstanding, the Company may not take certain actions without first having obtained the affirmative vote or waiver of the holders of a majority of the outstanding shares of Series A Preferred Stock. The Company has the option at any time after August 2, 2019 to redeem some or all of the outstanding Series A Preferred Stock for an amount in cash equal to the liquidation preference plus the amount of any accrued but unpaid dividends of the Series A Preferred Stock being redeemed. The holders of the Series A Preferred Stock do not have the ability to require the Company to redeem the Series A Preferred Stock. The liquidation preference of the Series A Preferred Stock at June 30, 2018 and December 31, 2017 was approximately $2.9 million and $3.1 million, respectively.

Warrants

Outstanding Warrants	**June 30, 2018**	**December 31, 2017**
Issued to Investors on October 25, 2013, entitling the holders to purchase 250,000 common shares in the Company at an exercise price of $11.50 per common share up to and including April 24, 2021. In 2016, 59,450 of these warrants were exchanged for common stock, and all remaining warrant holders agreed to new warrant terms which excluded any potential net cash settlement provisions in exchange for a reduced exercise price of $6.25 per share.	163,986	163,986
Issued to Investors on November 17, 2014, entitling the holders to purchase 546,919 common shares in the Company at an exercise price of $11.55 per common share up to and including May 16, 2022. On June 30, 2016, the warrant holders agreed to new warrant terms which excluded any potential net cash settlement provisions in order to classify them as equity in exchange for a reduced exercise price of $6.25 per share.	546,919	546,919
Issued to an investor on August 10, 2016, entitling the holders to purchase 500,000 common shares in the Company at an exercise price of price of $0.01 per share, up to and including December 31, 2019. These warrants were exercised in January 2018.	-	500,000
Issued to Series B Preferred Stock investors on January 30, 2018, entitling the holders to purchase 666,664 common shares in the Company at an exercise price of price of $1.875 per share, up to and including July 30, 2018.	666,664	-
Issued to an investment bank regarding the Series B Preferred Stock investment on January 30, 2018, entitling the holder to purchase 133,432 common shares in the Company at an exercise price of price of $1.50 per share, up to and including January 30, 2021.	133,432	-
	1,511,001	1,210,905

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Stock-based Compensation – Stock Options

2015 Equity Incentive Plan

On March 25, 2015, the Compensation Committee and Board of Directors approved the Lightbridge Corporation 2015 Equity Incentive Plan (the "Plan") to authorize grants of (a) Incentive Stock Options, (b) Non-qualified Stock Options, (c) Stock Appreciation Rights, (d) Restricted Awards, (e) Performance Share Awards, and (f) Performance Compensation Awards to the employees, consultants, and directors of the Company. The Plan initially authorized a total of 600,000 shares to be available for grant under the Plan, which amount was increased to 1,400,000 shares in May 2016 and 2,900,000 shares in May 2017. The Company held its 2018 Annual Meeting of Stockholders on May 4, 2018. At the Annual Meeting, the Company's stockholders approved an amendment to the Plan to increase the number of shares authorized for issuance thereunder by 3,400,000 shares, resulting in total shares available under the Plan to 6,300,000 shares.

Total stock options outstanding at June 30, 2018 and December 31, 2017, under the 2006 Stock Plan and 2015 Equity Incentive Plan were 3,970,739 and 3,976,884 of which 3,585,055 and 2,434,148 of these options were vested at June 30, 2018 and December 31, 2017, respectively. Total stock-based compensation was approximately $0.1 million and $0.2 million for the three months ended June 30, 2018 and 2017, respectively, and $1.4 million and $0.4 million for the six months ended June 30, 2018 and 2017, respectively.

Short-Term Incentive Stock Options and Non-Qualified Stock Option Grants

On August 30, 2017, the Compensation Committee and Board granted 31,425 non-qualified stock options with a strike price of $1.08 per share, which was the closing price of the Company's stock on the grant date to a consultant of the Company, under the 2015 Equity Incentive Plan. These options have a 10-year contractual term, with a grant date fair market value of approximately $0.80 per option. These options vest annually in equal amounts over a three-year period.

On October 26, 2017, the Compensation Committee of the Board granted 523,319 short-term incentive stock options and non-qualified stock options under the 2015 Equity Incentive Plan to employees and consultants of the Company. All of these stock options vested immediately, with a strike price of $1.05 per share, which was the closing price of the Company's stock on October 26, 2017. These options have a 10-year contractual term, with a fair market value of approximately $0.73 per option with an expected term of 5 years.

Long-Term Non-Qualified Option Grants

On October 26, 2017 the Compensation Committee of the Board granted 1,299,533 long-term non-qualified stock options to employees, consultants and directors of the Company. Out of this total, approximately 1,120,322 stock options were issued to employees and consultants containing both performance-based and market-based vesting provisions. These performance-based and market-based stock options vest only upon the applicable performance conditions or market conditions being satisfied by certain milestone dates, based on either a graded vesting schedule for each performance-based milestone or an accelerated 100% vesting for one performance-based milestone and one market-based milestone, as discussed below. The graded vesting schedule is based on the achievement of performance-based milestones related to the formation of the joint venture with Framatome and the development milestones for the fuel. Accelerated vesting of all these option grants would occur upon achievement of one or both of the following performance-based and market-based milestones:

1. The Company's closing stock price is above $3 per share by December 31, 2018; or

2. The Company secures at least a $2 million investment from a commercial nuclear industry entity other than Framatome by December 31, 2019.

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Accelerated vesting occurred on January 25, 2018 when the Company's stock price closed above $3 per share and therefore, met the market-based milestone for 100% vesting of these option grants, as set forth in these stock option agreements.

The remaining approximately 179,211 stock options were issued to the directors of the Company and vest over a one-year period on the anniversary date of the grant. These stock options have a strike price of $1.05 per share, which was the closing price of the Company's stock on October 26, 2017. All options granted have a 10-year contractual term.

In May 2018, shareholder approval was received on contingent grants and approximately 0.7 million of such long-term non-qualified stock options were issued under the 2015 Equity Stock Plan.

Stock option transactions to the employees, directors and consultants are summarized as follows for the six months ended June 30, 2018:

	Options Outstanding	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value
Beginning of the period	3,976,884	$ 3.58	$ 2.49
Granted	-	-	-
Exercised	-	-	-
Forfeited	-	-	-

Expired	(6,145)	$ 46.82	$ 30.85
End of the period	3,970,739	$ 3.51	$ 2.49
Options exercisable	3,585,055	$ 3.60	$ 2.59

Stock option transactions to the employees, directors and consultants are summarized as follows for the year ended December 31, 2017:

	Options Outstanding	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value
Beginning of the year	2,172,581	$ 6.70	$ 4.83
Granted	1,854,277	1.05	0.77
Exercised	-	-	-
Forfeited	-	-	-
Expired	(49,974)	45.53	38.70
End of the year	3,976,884	$ 3.58	$ 2.49
Options exercisable	2,434,148	$ 4.84	$ 3.36

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A summary of the status of the Company's non-vested options as of June 30, 2018 and December 31, 2017, and changes during the year ended December 31, 2017 and the six months ended June 30, 2018, is presented below:

	Shares	Weighted-Average Fair Value Grant Date	Weighted Average Exercise Price
Non-vested – December 31, 2016	450,476	$ 3.60	$ 5.40
Granted	1,854,277	$ 0.77	$ 1.05
Vested	(762,017)	1.67	2.54
Forfeited	-	-	-
Non-vested – December 31, 2017	1,542,736	$ 1.10	$ 1.58
Granted	-	-	-
Vested	(1,157,052)	$ 1.22	$ 1.13
Forfeited			
Non-vested – June 30, 2018	385,684	$ 2.69	$ 1.70

As of June 30, 2018, there was approximately $0.2 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted under the plans. That cost is expected to be recognized over a weighted-average period of 0.50 years. For stock options outstanding at June 30, 2018, the intrinsic value was approximately $0. For stock options outstanding at December 31, 2017, the intrinsic value was approximately $0.3 million. No stock options have been awarded in 2018.

The above tables include options issued and outstanding as of June 30, 2018 and December 31, 2017, as follows:

i) A total of 69,687 non-qualified 10-year options have been issued, and are outstanding, to advisory board members at exercise prices of $1.08 to $28.05 per share.

ii) A total of 3,212,879 incentive stock options and non-qualified 5-10-year options have been issued, and are outstanding, to our directors, officers, and employees at exercise prices of $1.05 to $43.25 per share. From this total, 1,070,659 options are outstanding to the Chief Executive Officer who is also a director, with remaining contractual lives of 0.8 years to 9.3 years. All other options issued to directors, officers, and employees have a remaining contractual life ranging from 0.8 years to 9.3 years.

iii) A total of 688,173 non-qualified 3-10-year options have been issued, and are outstanding, to our consultants at exercise prices of $1.05 to $43.25 per share.

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The following table provides certain information with respect to the above-referenced stock options that are outstanding and exercisable at June 30, 2018:

	Stock Options Outstanding			Stock Options Vested		
Exercise Prices	Weighted Average Remaining Contractual Life -Years	Number of Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life -Years	Number of Awards	Weighted Average Exercise Price
$ 1.05-$2.00	9.06	2,528,666	$ 1.18	9.04	2,318,030	$ 1.19
$ 2.01-$6.00	7.36	821,174	$ 4.59	7.36	651,429	$ 4.58
$ 6.01-$20.00	4.63	505,694	$ 7.47	4.60	500,391	$ 7.58
$ 20.00-$43.25	1.19	115,205	$ 29.85	1.19	115,205	$ 29.54
Total	7.92	3,970,739	$ 3.51	7.86	3,585,055	$ 3.60

The following table provides certain information with respect to the above-referenced stock options that are outstanding and exercisable at December 31, 2017:

	Stock Options Outstanding			Stock Options Vested		
Exercise Prices	Weighted Average Remaining Contractual Life -Years	Number of Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life -Years	Number of Awards	Weighted Average Exercise Price
$ 1.05-$2.00	9.56	2,528,666	$ 1.18	9.28	1,197,708	$ 1.33
$ 2.01-$6.00	7.86	821,174	$ 4.59	7.86	651,429	$ 4.58
$ 6.01-$20.00	5.12	505,694	$ 7.47	4.93	463,661	$ 7.58
$ 20.01-$45.00	1.66	118,016	$ 29.85	1.66	118,016	$ 29.85
$ 45.01-$72.00	0.18	3,334	$ 50.25	0.18	3,334	$ 50.25
Total	8.40	3,976,884	$ 3.58	7.70	2,434,148	$ 4.84

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We use the historical volatility of our stock price over the number of years that matches the expected life of our stock option grants. Prior to January 1, 2015, we estimated the life of our option awards based on the full contractual term of the option grant. To date we have had very few exercises of our option grants, and those stock option exercises had occurred just before the contractual expiration dates of the option awards. Since the strike price of most of our outstanding awards is greater than the price of our stock, generally awards have expired at the end of the contractual term. For options granted after January 1, 2015, we have applied the simplified method to estimate the expected term of our option grants as it is more likely that these options may be exercised prior to the end of the term. We estimate the effect of future forfeitures of our option grants based on an analysis of historical forfeitures of unvested grants, as we have no better objective basis for that estimate. The expense that we have recognized related to our grants includes the estimate for future pre-vest forfeitures. We will adjust the actual expense recognized due to future pre-vest forfeitures as they occur.

Weighted average assumptions used in the Black Scholes option-pricing model for the service-based stock options issued for the years ended December 31, 2017, was as follows:

	Year ended December 31, 2017
Average risk-free interest rate	2.15%
Average expected life- years	5.67
Expected volatility	87.24%
Expected dividends	$ 0.0

In accordance with ASC 718, the market-based and performance-based long-term non-qualified option grants awards issued in 2017 were assigned a fair value of $0.80 per option share (total value of $0.9 million) on the date of grant using a Monte Carlo simulation. The following assumptions were used in the Monte-Carlo simulation model:

Expected volatility	87.5% to 91
Risk free interest rate	2.24% to 2.42
Dividend yield rate	0
Weighted average remaining expected life	4.2 years
Closing price per share – common stock	$ 1.05

Stock-based compensation expense includes the expense related to (1) grants of stock options, (2) grants of restricted stock, (3) stock issued as consideration for some of the services provided by our directors and strategic advisory council members, and (4) stock issued in lieu of cash to pay bonuses to our employees and contractors. Grants of stock options and restricted stock are awarded to our employees, directors, consultants, and board members and we recognize the fair value of these awards ratably as they are earned. The expense related to payments in stock for services is recognized as the services are provided.

Stock-based compensation expense is recorded under the financial statement captions “Cost of services provided,” “General and administrative expenses” and “Research and development expenses” in the accompanying condensed consolidated statements of operations. Related income tax benefits were not recognized, as we incurred a tax loss for both periods.

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Note 8. Business Segment Results

The Company has two principal business segments, (1) the technology business and (2) the consulting services business. These business segments were determined based on the nature of the operations and the services offered. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief decision-makers of the Company, in deciding how to allocate resources and in assessing performance. The Chief Executive Officer and Chief Financial Officer have been identified as the chief operating decision makers. The chief operating decision makers direct the allocation of resources to operating segments based on the profitability, the cash flows, and the business plans of each respective segment.

BUSINESS SEGMENT RESULTS - THREE MONTHS ENDED JUNE 30, 2018 AND 2017

	Consulting		Technology		Corporate and Eliminations		Total	
	2018	2017	2018	2017	2018	2017	2018	2017
Revenue	$ -	$ 14,425	$ -	$ -	$ -	$ -	$ -	$ 14,425
Other income	$ -	$ -	$ 187,031	$ -	$ -	$ -	$ 187,031	$ -
Equity in loss from joint venture	$ -	$ -	$(1,773,445)	$ -	$ -	$ -	$ (1,773,445)	$ -
Segment Profit (Loss) - Pre-Tax	$ -	$ 13,416	$(2,124,445)	$ (545,644)	$ (1,392,568)	$(1,105,435)	$ (3,517,013)	$(1,637,663)
Total Assets	$ -	$ 10,889	$ 1,506,672	$1,275,637	$28,645,414	$ 5,465,581	$30,152,086	$ 6,752,107
Investment in joint venture	$ -	$ -	$ 2,415,228	$ -	$ -	$ -	$ 2,415,228	$ -

BUSINESS SEGMENT RESULTS – SIX MONTHS ENDED JUNE 30, 2018 AND 2017

	Consulting		Technology		Corporate and Eliminations		Total	
	2018	2017	2018	2017	2018	2017	2018	2017
Revenue	$ -	$ 149,910	$ -	$ -	$ -	$ -	$ -	$ 149,910
Other income	$ -	$ -	$ 587,374	$ -	$ -	$ -	587,374	-
Equity in loss from joint venture	$ -	$ -	$(2,801,772)	$ -	$ -	$ -	(2,801,772)	-
Segment (Loss) Profit- Pre-Tax	$ -	$ (59,945)	$(3,663,643)	$(1,009,987)	$ (4,574,857)	$(2,318,034)	$ (8,238,500)	$(3,382,966)
Total Assets	$ -	$ 10,889	$ 1,506,672	$ 1,275,637	$28,645,414	$ 5,465,581	$30,152,086	$ 6,752,107
Investment in joint venture	$ -	$ -	$ 2,415,228	$ -	$ -	$ -	$ 2,415,228	$ -

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Note 9. Related Party Transaction

We provide research and development consulting services to Enfission. The total consulting services was $0.2 million and $0.6 million for the three and six months ended June 30, 2018 from Enfission's date of inception on January 25, 2018 to June 30, 2018, recorded under the caption "Other income from joint venture" in the accompanying condensed consolidated statement of operations.

Note 10. Subsequent Events

On March 30, 2018 the Company filed a prospectus supplement to register the sale of up to $50 million of shares of common stock under the New ATM. We have raised an approximate $0.9 million under this prospectus supplement from July 2, 2018 to the date of this Form 10-Q filing.

On August 8, 2018, the Company entered into employment agreements with each of Messrs. Grae, Mushakov and Goldman. The employment agreements provide for an initial annual base salary of $459,268, $286,443 and $265,000 for each of Messrs. Grae, Mushakov and Goldman, respectively, and establish a target annual bonus of 50% of base salary for each executive with the amount of any such bonus to be determined by the Compensation Committee of the Board based on the achievement of performance goals that are established by the Compensation Committee. In addition, each of Messrs. Grae, Mushakov and Goldman will be eligible to earn an annual long-term incentive award, subject to the Compensation Committee's discretion to grant such awards, based upon a target award opportunity equal to 50% of base salary, and subject to attainment of such goals, criteria or targets established by the Compensation Committee in respect of each such calendar year. Each employment agreement provides that if the executive's employment is terminated or not extended by the Company without "cause," or terminated by the executive for "good reason" (each as defined in the employment agreement), then, subject to the terms and conditions of the employment agreement, the executive will be entitled to certain severance payments and benefits.

Each employment agreement has an initial five-year term and will automatically be extended for one additional year terms upon the expiration of the initial term unless either party provides notice of non-renewal to the other. In the case of Mr. Goldman, the term of his employment agreement as Chief Financial Officer commences September 1, 2018. Ms. Zwobota, the current Chief Financial Officer gave her notice of retirement on August 8, 2018 and her retirement date is September 1, 2018 and will continue working for the company as a part-time consultant. The employment agreements provide standard benefits and contain routine confidentiality, non-competition, non-solicitation and non-disparagement provisions.

Long-Term Non-Qualified Option Grants

On August 6, 2018 the Compensation Committee of the Board of Directors granted performance-based long-term non-qualified stock options relating to approximately 1.8 million shares to employees, consultants and directors of the Company. These stock options have a strike price equal to the closing price of the Company's stock on August 8, 2018 ($0.90). Out of this total, approximately 1.6 million stock options were issued to employees and consultants as performance-based options. These performance-based stock options vest straight line over a 3-year period with accelerated vesting of these options issued occurring upon applicable performance conditions being satisfied by certain milestone dates. Accelerated vesting of these option grants would occur upon achievement of one or both of the following performance-based milestones:

1. The Company's closing stock price is above $3 per share for 10 consecutive trading days by December 31, 2019.

2. The Company secures at least a $5 million of funding from the Department of Energy by June 30, 2019.

The remaining approximate 0.2 million stock options were issued to the directors of the Company and vest over a one-year period on the anniversary date of the grant. All options granted have a 10-year contractual term.

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FORWARD-LOOKING STATEMENTS

In addition to historical information, this report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. We use words such as "believe", "expect", "anticipate", "project", "target", "plan", "optimistic", "intend", "aim", "will", or similar expressions, which are intended to identify forward-looking statements. Such statements include, among others, (1) those concerning market and business segment growth, demand and acceptance of our nuclear energy consulting services and nuclear fuel technology business, (2) any projections of sales, earnings, revenue, margins or other financial items, (3) any statements of the plans, strategies and objectives of management for future operations and the timing of the development of our nuclear fuel technology, (4) any statements regarding future economic conditions or performance, (5) uncertainties related to conducting business in foreign countries, (6) any statements about future financings and liquidity, as well as (7) all assumptions, expectations, predictions, intentions or beliefs about future events. You are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, as well as assumptions that if they were to ever materialize or prove incorrect, could cause the results of the Company to differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties, among others, include:

- our ability to commercialize our nuclear fuel technology, including risks related to the design and testing of nuclear fuel incorporating our technology,
- the realization of expected benefits from Enfission, our joint venture with Framatome, and our future collaboration with Framatome,
- our ability to attract new customers,
- our ability to employ and retain qualified employees and consultants that have experience in the nuclear industry,
- competition and competitive factors in the markets in which we compete,
- public perception of nuclear energy generally,
- general economic and business conditions in the local economies in which we regularly conduct business, which can affect demand for the Company's services,
- changes in laws, rules and regulations governing our business,
- development and utilization of, and challenges to, our intellectual property,
- potential and contingent liabilities, and
- the risks identified in Item 1A. "Risk Factors" included herein and in our Form 10-K filing.

Most of these factors are beyond our ability to predict or control. Future events and actual results could differ materially from those set forth in, contemplated by or underlying the forward-looking statements. Forward-looking statements speak only as of the date on which they are made. The Company assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations, or MD&A, is intended to help the reader understand Lightbridge Corporation, our operations and our present business environment. MD&A is provided as a supplement to, and should be read in conjunction with, our condensed consolidated financial statements and the accompanying notes thereto contained in Part I, "Item 1. Financial Statements" of this report. This overview summarizes the MD&A, which includes the following sections:

- *Overview of Our Business* — a general overview of our two business segments, the material opportunities and challenges of our business;
- *Critical Accounting Policies and Estimates* — a discussion of accounting policies that require critical judgments and estimates;
- *Operations Review* — an analysis of our consolidated results of operations for the periods presented in our consolidated condensed financial statements. Except to the extent that differences among our operating segments are material to an understanding of our business as a whole, we present the discussion in the MD&A on a consolidated basis; and
- *Liquidity, Capital Resources and Financial Position* — an analysis of our cash flows and an overview of our financial position.

As discussed in more detail under "Forward-Looking Statements" immediately preceding this MD&A, the following discussion contains forward-looking statements that involve risks, uncertainties, and assumptions such as statements of our plans, objectives, expectations, and intentions. Our actual results may differ materially from those discussed in these forward-looking statements because of the risks and uncertainties inherent in future events.

OVERVIEW OF OUR TWO BUSINESS SEGMENTS

Overview of Our Business

When used in this Quarterly Report on Form 10-Q, the terms "Lightbridge", the "Company", "we", "our", and "us" refer to Lightbridge Corporation together with its wholly-owned subsidiaries Lightbridge International Holding LLC and Thorium Power Inc.

Company Overview

Lightbridge is a leading nuclear fuel technology company. Our primary focus is the development and commercialization of next generation nuclear fuel that will significantly improve the economics and safety of existing and new reactors, with a meaningful impact on addressing climate change and air pollution challenges. We believe our nuclear fuel technology has the potential to enhance reactor safety and the proliferation resistance of spent fuel and increase the power output of commercial reactors, reducing the cost of generating electricity and the amount of nuclear waste per unit of electricity generated. We also believe our fuel will facilitate the ability of reactors to load-follow, pairing nuclear power with renewables in providing baseload electricity.

We now conduct our business principally through Enfission, our 50/50 joint venture with Framatome, which was formed on January 24, 2018, for the development, regulatory licensing, fabrication, and sale of nuclear fuel assemblies based on Lightbridge-designed metallic fuel technology and other advanced nuclear fuel intellectual property. Enfission serves as our exclusive vehicle for the development of manufacturing processes and fuel assembly designs for pressurized water reactors and boiling water reactors, which collectively constitute most of the power reactors in the world, as well as water-cooled small modular reactors and water-cooled research reactors. In addition to distributions from Enfission based on our ownership interest in the joint venture, we anticipate receiving future licensing revenues in connection with sales by Enfission of nuclear fuel incorporating our intellectual property. We also opportunistically provide nuclear power consulting and strategic advisory services to commercial and governmental entities worldwide.

Our principal executive offices are located at 11710 Plaza America Drive, Suite 2000, Reston, Virginia 20190 USA.

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Ownership and Management of Enfission

Lightbridge owns 50 percent of Enfission's Class A voting membership units and Framatome owns the other 50 percent. Any distributions will be made first allocated to cause the capital accounts of the initial members to be equal, then allocated on a 50/50 basis. Lightbridge and Framatome each provided certain licensed intellectual property to Enfission. Certain additional capital contributions made by Lightbridge and Framatome will partly be in the form of exclusive license rights to intellectual property developed pursuant to a research and development service agreement with Enfission.

Seth Grae, our Chief Executive Officer, also serves as Chief Executive Officer of Enfission. Enfission is managed by a board of directors composed of six directors, half of whom are appointed by Lightbridge and the other half are appointed by Framatome. The chairperson of Enfission's board of directors alternates every year between directors appointed by Lightbridge and directors appointed by Framatome. The Enfission board acts by majority vote, provided that at least one director appointed by each of Lightbridge and Framatome votes in favor of the action. Certain major decisions require the approval of at least two-thirds of the directors, and certain fundamental decisions, including amending the Enfission operating agreement and issuing additional membership units, require the approval of two-thirds of the Class A members.

Agreements with Enfission and Framatome

Enfission has entered into several agreements with Lightbridge and Framatome relating to intellectual property, the provision of personnel and administrative support to Enfission, and research and development efforts.

Lightbridge and Framatome have also directly entered into binding agreements forming the foundation for Enfission, including the

following agreements in November 2017, which govern joint research and development activities and the treatment of all related existing and future intellectual property:

- R&D Services Agreement ("RDSA") — The RDSA defines the terms and conditions for joint research and development activities between Framatome and Lightbridge. Enfission is a party to the RDSA. Key terms and conditions of the RDSA include: (i) designating a 17x17 fuel assembly as the first joint project of the parties and forming a steering committee for the project; (ii) establishing a framework for future work release orders relating to research and development activities of the parties; and (iii) granting rights to the use of background and foreground intellectual property needed to perform research and development activities.

- Co-Ownership Agreement ("COA") — The COA governs the co-ownership between Framatome and Lightbridge of the foreground information developed by and between Framatome and Lightbridge, with one another and through Enfission. The COA will survive the life of Enfission. The COA is limited to a domain consisting of the metallic fuel developed by Enfission for the following types of commercial light water reactors and research reactors: (i) pressurized water reactors, excluding water-cooled water-moderated energetic reactor (VVER) types, (ii) boiling water reactors, (iii) light water-cooled small and medium size reactors, and (iv) water-cooled research reactors. The domain expressly excludes maritime, naval and military applications.

- Intellectual Property Annex ("IP Annex") — The IP Annex is a higher-level reference document attached to the Enfission operating agreement and summarizes the parties' understanding regarding intellectual property matters. The IP Annex will remain in force only during the life of Enfission.

In connection with the RDSA, we currently anticipate purchasing via Enfission a minimum amount of research and development services from Framatome of approximately $10 million to $12 million, for the next 12 to 15 months. This amount is likely to increase later in 2019.

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Overview of Our Next Generation Nuclear Fuel

Since 2008, we have been engaged in the design and development of proprietary, innovative nuclear fuels to improve the cost competitiveness, safety, proliferation resistance and performance of nuclear power generation. In 2010, we announced the concept of all-metal fuel (i.e., non-oxide fuel) for currently operating as well as new-build reactors. Our focus on metallic fuel is based on listening to the voices of prospective customers, as nuclear utilities have expressed interest in the improved economics and enhanced safety that metallic fuel can provide.

The fuel in a nuclear reactor generates heat energy. That heat is then converted through steam into electricity that is sold. We have designed our innovative, proprietary metallic fuels to be capable of significantly higher burnup and power density compared to conventional oxide fuels. *Burnup* is the total amount of electricity generated per unit mass of nuclear fuel and is a function of the power density of a nuclear fuel and the amount of time the fuel operates in the reactor. *Power density* is the amount of heat power generated per unit volume of nuclear fuel. Conventional oxide fuel used in existing commercial reactors is approaching the limits of its burnup and power density capability. As a result, further optimization to increase power output from the same core size and improve the economics and safety of nuclear power generation using conventional oxide fuel technologies is limited.

As the nuclear industry prepares to meet the increasing global demand for electricity production, longer operating cycles and higher reactor power outputs have become a much sought-after solution for the current and future reactor fleet. We believe our proprietary nuclear fuel designs have the potential to significantly enhance the nuclear power industry's economics by:

- providing an increase in power output of potentially up to 10% while simultaneously extending the operating cycle length from 18 to 24 months in existing pressurized water reactors (PWRs), including in Westinghouse-type four-loop PWR plants which are currently constrained to an 18-month operating cycle by oxide fuel, or increasing the power potentially up to 17% while retaining an 18-month operating cycle;

- enabling increased reactor power output via a power uprate (potentially up to 30% increase) or a longer operating cycle (instead of a power uprate) without changing the core size in new build PWRs; and

- reducing the volume of spent fuel per kilowatt-hour as well as enhancing proliferation resistance of spent fuel.

We believe our fuel designs will allow current and new build nuclear reactors to safely increase power production and reduce operations and maintenance costs on a per kilowatt-hour basis. New build nuclear reactors could also benefit from the reduced upfront capital investment per kilowatt of generating capacity in case of implementing a power uprate. In addition to the projected electricity production cost savings, we believe that our technology can result in utilities or countries needing to deploy fewer new reactors to generate the same amount of electricity (in case of a power uprate), resulting in significant capital cost savings. For utilities or countries that already have operating reactors, our technology could be utilized to increase the power output of those reactors as opposed to building new reactors. Further, we believe that the fuel fabrication or manufacturing process for this new fuel design is simpler, which we expect could lower fuel fabrication costs.

Due to the significantly lower fuel operating temperature, our metallic nuclear fuel rods are also expected to provide major improvements to safety margins during off-normal events. US Nuclear Regulatory Commission licensing processes require engineering analysis of a large break loss-of-coolant accident (LOCA), as well as many other scenarios. The LOCA scenario assumes failure of a large water pipe in the reactor coolant system. Under LOCA conditions, the fuel and cladding temperatures rise due to reduced cooling capacity. Preliminary analytical modeling shows that under a design-basis LOCA scenario, unlike conventional uranium dioxide fuel, the cladding of the Lightbridge-designed metallic fuel rods would stay at least 200 degrees below the 850-900 degrees Celsius temperature at which steam begins to react with the zirconium cladding to generate hydrogen gas. Buildup of hydrogen gas in a nuclear power plant can lead to the hydrogen exploding. Lightbridge fuel is designed to prevent hydrogen gas generation in design-basis LOCA situations, which is a major safety benefit.

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Anticipated Schedule for Development and Sale of Nuclear Fuel Assemblies

Set forth below is our anticipated schedule for Enfission's development and sale of nuclear fuel assemblies. Please see Item 1A, *Risk Factors* in our Annual Report on Form 10-K filed on March 14, 2018, for a discussion of certain risks that may delay or impair the commercialization of nuclear fuel assemblies incorporating our nuclear fuel technology. Based on our current expectations, we anticipate that, either directly or through Enfission, we will:

- develop a regulatory licensing plan for lead test assemblies and present it to the US Nuclear Regulatory Commission in 2018;
- enter into a lead test assembly agreement with a host reactor in 2019-2020;
- develop analytical models in 2018-2023 for our metallic fuel technology that can be used for reactor analysis and regulatory licensing;
- perform in-reactor and out-of-reactor experiments in 2020-2025;
- have semi-scale metallic fuel samples fabricated in 2019-2020 for irradiation testing in a test reactor environment under prototypic commercial reactor conditions;
- establish a pilot-scale fuel fabrication facility and demonstrate full-length fabrication of our metallic fuel rods in 2020-2023; and

- begin lead test assembly (LTA) operation in a full-size commercial light water reactor as soon as 2023-2024, which involves testing a limited number of full-scale fuel assemblies in the core of a commercial nuclear power plant over three 18-month cycles.

Accordingly, based on our current expected schedule, a purchase order for an initial reload batch placed by a utility is expected as soon as 2026-2027 (after two 18-month cycles of LTA operation), with final qualification (i.e., deployment of fuel in the first reload batch) in a commercial reactor expected as soon as 2028-2029. We intend to seek development funding contributions or other financing arrangements with utilities several years in advance of LTA demonstration.

Our earlier plan was to begin irradiation of metallic fuel samples in the Halden research reactor in 2020-2021. The Halden research reactor is operated by the Institute for Energy Technology (IFE) in Norway. In June 2018, IFE's board of directors announced its decision not to seek renewal of the Halden reactor operating license beyond 2020.

The Company now plans to conduct the initial testing and demonstration of its advanced metallic nuclear fuel in the United States, in lieu of the Halden Reactor, at sites the Company plans to announce later this year or in early 2019. The Company has begun evaluating alternatives for a back-up reactor facility, including the Advanced Test Reactor at Idaho National Laboratory and/or designing a segmented lead test rod for irradiation in an operating U.S. commercial reactor to allow generation of the irradiation data at the required burn-up level to support a subsequent lead test assembly operation in a commercial U.S. reactor. The Company also reaffirmed plans to commence testing of its fuel in a U.S. research reactor by 2020, as well as deploy a lead test rod in a U.S. commercial reactor by 2021.

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CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make a variety of estimates and assumptions that affect (i) the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and (ii) the reported amounts of revenues and expenses during the reporting periods covered by the financial statements. For a discussion of the accounting judgments and estimates that we have identified as critical in the preparation of our financial statements, please see "Critical Accounting Policies and Estimates" under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K filed on March 14, 2018, incorporated herein by reference. There have been no significant changes in our critical accounting policies and estimates during the six months ended June 30, 2018.

Our management expects to make judgments and estimates about the effect of matters that are inherently uncertain. As the number of variables and assumptions affecting the future resolution of the uncertainties increase, these judgments become even more subjective and complex. Although we believe that our estimates and assumptions are reasonable, actual results may differ significantly from these estimates. Changes in estimates and assumptions based upon actual results may have a material impact on our results of operations and/or financial condition.

Recent Accounting Standards and Pronouncements

Refer to Note 1 of the Notes to our condensed consolidated financial statements for a discussion of recent accounting standards and pronouncements.

OPERATIONS REVIEW

Business Segments and Periods Presented

Our business operations can be categorized in two segments:

(1) Our nuclear fuel technology business segment - we develop next generation nuclear fuel technology through Enfission that has the potential to significantly increase the power output of commercial reactors, reducing the cost of generating electricity and the amount of nuclear waste on a per-megawatt-hour basis and enhancing reactor safety and the proliferation resistance of spent fuel. Our main focus is on our nuclear fuel technology business segment.

(2) Our nuclear energy consulting business segment - we provide nuclear power consulting and strategic advisory services to commercial and governmental entities worldwide. Our nuclear consulting business operations are intended to help defray a portion of the costs relating to the development of our nuclear fuel technology.

Financial information about our business segments is included in Note 8 - Business Segment Results, of the Notes to the Condensed Consolidated Financial Statements, included in Part, I Item 1, Financial Statements of this Quarterly Report on Form 10-Q.

We have provided a discussion of our results of operations on a condensed consolidated basis and have also provided certain detailed segment information for each of our business segments below for the three and six months ended June 30, 2018 and 2017, in order to provide a meaningful discussion of our business segments. We have organized our operations into two principal segments: Consulting and Technology Business segments. We present our segment information along the same lines that our chief executives review our operating results in assessing performance and allocating resources.

BUSINESS SEGMENT RESULTS - THREE MONTHS ENDED JUNE 30, 2018 AND 2017

	Consulting		Technology		Corporate and Eliminations		Total	
	2018	2017	2018	2017	2018	2017	2018	2017
Revenue	$ -	$ 14,425	$ -	$ -	$ -	$ -	$ -	$ 14,425
Other income	$ -	$ -	$ 187,031	$ -	$ -	$ -	$ 187,031	$ -
Equity in loss from joint venture	$ -	$ -	$(1,773,445)	$ -	$ -	$ -	$ (1,773,445)	$ -
Segment Profit (Loss) - Pre-Tax	$ -	$ 13,416	$(2,124,445)	$ (545,644)	$ (1,392,568)	$(1,105,435)	$ (3,517,013)	$(1,637,663)
Total Assets	$ -	$ 10,889	$ 1,506,672	$1,275,637	$28,645,414	$ 5,465,581	$30,152,086	$ 6,752,107
Investment in joint venture	$ -	$ -	$ 2,415,228	$ -	$ -	$ -	$ 2,415,228	$ -

Technology Business

Over the next 12 to 15 months, we expect to incur approximately $10 million to $12 million in research and development expenses related to the development of our proprietary nuclear fuel designs, including funding our joint venture Enfission. We spent approximately $0.5 million for research and development for each of the three- months ended June 30, 2018 and 2017.

Over the next 2-3 years, we expect that our research and development activities will increase and will be primarily focused on testing and demonstration of our metallic fuel technology for Western-type water-cooled reactors. The main objective of this research and development phase is to prepare for full-scale demonstration of our fuel technology in an operating commercial power reactor.

See Note 3 - Investment in Joint Venture of the notes to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information regarding our equity method investment in Enfission.

Consulting Services Business

All of our revenue from third parties had been from our consulting services business segment. The fee type and structure that we offer for each client engagement is dependent on a number of variables, including the complexity of the services, the level of the opportunity for us to improve the client's electricity generation capabilities using nuclear power plants, and other factors. We did not have any revenue from our consulting services business segment during the three months ended June 30, 2018, and we currently do not expect to have significant revenue in the future.

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Condensed Consolidated Results of Operations – Three Months Ended June 30, 2018 and 2017

The following table presents our historical operating results and the increase (decrease) in amounts for the periods indicated:

	Three Months Ended June 30,		Increase (Decrease)	Increase (Decrease)
	2018	2017	Change $	Change %
Consulting Revenues	$ -	$ 14,425	$ (14,425)	(100%)
Cost of services provided				
Consulting expenses	$ -	$ 4,300	$ (4,300)	(100%)
Gross profit	$ -	$ 10,125	$ (10,125)	(100%)
Operating Expenses				
General and administrative	$ 1,453,030	$ 971,290	$ 481,740	50%
Research and development expenses	538,031	545,644	(7,613)	(1)%
Total Costs and Expenses	$ 1,991,061	$ 1,516,934	$ 474,127	31%
Other Operating Income and (Loss)				
Other income from joint venture	$ 187,031	$ -	$ 187,031	-
Equity in loss from joint venture	(1,773,445)	-	(1,773,445)	-
Total Other Operating Income and (Loss)	$ (1,586,414)	$ -	$ (1,586,414)	-
Total Operating Loss	$ (3,577,475)	$ (1,506,809)	$ 2,070,666	137%
Total Other Income and (Expenses)	$ 60,462	$ (130,854)	$ 191,316	146%
Net loss - before income taxes	**$ (3,517,013)**	**$ (1,637,663)**	**$ 1,879,350**	**115%**
Net loss	**$ (3,517,013)**	**$ (1,637,663)**	**$ 1,879,350**	**115%**

Revenue

The market for nuclear industry consulting services is competitive, fragmented, and subject to rapid change. Our main business is

developing our nuclear fuel. We may continue to provide some consulting services in the future, but we have further increased the focus and resources of the Company to the fuel division and away from consulting. There was no revenue for the three months ended June 30, 2018 and currently, we do not expect to have significant revenue in our consulting business segment in the future.

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Cost of Services Provided

Because we have shifted the focus and resources of the Company to the fuel division and away from consulting, we have not incurred costs related to consulting in 2018. Cost of services provided in 2017 was comprised of expenses related to the consulting, professional, administrative, and other support costs and stock-based compensation allocated to our consulting projects labor, which were incurred to perform and support the work done for our consulting projects.

General and Administrative Expenses

The following table presents our general and administrative expenses, (rounded in millions):

	Three Months Ended June 30,	
	2018	**2017**
General and administrative expenses	$ 1.5	$ 1.0

General and administrative expenses consist mostly of compensation and related costs for personnel and facilities, stock-based compensation, finance, human resources, information technology, and fees for consulting and other professional services. Professional services are principally comprised of outside legal, audit, strategic advisory services and outsourcing services.

Total general and administrative expenses increased by $0.5 million for the three-months ended June 30, 2018, as compared to the three months ended June 30, 2017. There was an increase in professional fees of approximately $0.3 million, which was due to the

increase in legal fees, the hiring of a consulting firm to assist in preparing the application for a grant from the U.S. Department of Energy and an increase in employee compensation expense of approximately $0.1 million, due to an increase in the number of employees and $0.1 million increase in other general and administrative expenses. Total stock-based compensation included in general and administrative expenses was approximately $0.1 million for each of the three-months ended June 30, 2018 and 2017.

See Note 7 - Stockholders' Equity of the notes to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information regarding our stock-based compensation.

Research and Development

The following table presents our research and development expenses, (rounded in millions):

	Three Months Ended June 30,	
	2018	**2017**
Research and development expenses	$ 0.5	$ 0.5

Research and development expenses consist mostly of compensation and related overhead costs for personnel responsible for the research and development of our fuel, including work performed for our Enfission joint venture. Total research and development expenses for the three-months ended June 30, 2018, as compared to the three months ended June 30, 2017, were substantially the same amounts. Total stock-based compensation included in research and development expenses was approximately $0.1 million for each of the three-months ended June 30, 2018 and 2017.

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All of our reported research and development activities were conducted in the United States and Russia. We expense research and development costs as they are incurred. Research and development expenses will increase in future periods because we expect to invest $10 million to $12 million in the development of our nuclear fuel products over the next 12-15 months.

See Note 6 - Research and Development expense of the Notes to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report Form on 10-Q for additional information about our research and development costs.

Other Operating Income and (Loss) – Related Party

The following table presents our other operating income, (rounded in millions):

	Three Months Ended June 30,	
	2018	**2017**
Other income from joint venture	$ 0.2	$ -

Equity in loss from joint venture	(1.8)	-
	$ (1.6)	$ -

Reported in other operating income is other income for activities performed by our employees and consultants for the Enfission joint venture. Total other income from these activities was approximately $0.2 million for the three months ended June 30, 2018. Approximately 80% of the total Enfission cash inflow or capital contributions into Enfission are funded by Lightbridge and the remaining 20% will be funded as capital contributions into Enfission from Framatome. Equity in loss of joint venture consists of our share of the allocated loss in Enfission (100%), which includes reported research and development expenses of $1.4 million in which was allocated in accordance with the joint venture operating agreement, for the three months and period ended June 30, 2018.

Other Income (Expenses)

There was a net increase in other income of approximately $0.2 million. This increase was due to a decrease in the amortization of deferred financing costs of approximately $0.1 million due to the write-off of the deferred financing costs asset recorded for the Aspire option agreement in the first quarter of 2018 (see Note 7 of the notes to the accompanying condensed consolidated financial statements). This decrease was offset by an increase of $0.1 million in interest income generated from the interest earned from the purchase of treasury bills and from our bank savings account for the three months ended June 30, 2018 as compared to the three months ended June 30, 2017.

Provision for Income Taxes

The following table presents our provision for income taxes. Our effective tax rate for the periods presented is 25% and 38% for the three months ended June 30, 2018 and 2017, respectively.

	Three Months Ended June 30,	
	2018	**2017**
Provision for income taxes	$ -	$ -

We incurred a pre-tax net loss for both 2018 and 2017. We reviewed all sources of income for purposes of recognizing deferred tax assets and concluded a full valuation allowance for 2018 and 2017 was necessary. Therefore, we did not have a provision for income taxes for the three months ended June 30, 2018 and 2017.

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BUSINESS SEGMENT RESULTS – SIX MONTHS ENDED JUNE 30, 2018 AND 2017

	Consulting		Technology		Corporate and Eliminations		Total	
	2018	2017	2018	2017	2018	2017	2018	2017
Revenue	$ -	$ 149,910	$ -	$ -	$ -	$ -	$ -	$ 149,910
Other income	$ -	$ -	$ 587,374	$ -	$ -	$ -	587,374	-
Equity in loss from joint venture	$ -	$ -	$(2,801,772)	$ -	$ -	$ -	(2,801,772)	-
Segment Profit (Loss) - Pre-Tax	$ -	$ (59,945)	$(3,663,463)	$(1,009,987)	$ (4,574,857)	$(2,318,034)	$ (8,238,500)	$(3,382,966)
Total Assets	$ -	$ 10,889	$ 1,506,672	$ 1,275,637	$28,645,414	$ 5,465,581	$30,152,086	$ 6,752,107
Investment in joint venture	$ -	$ -	$ 2,415,228	$ -	$ -	$ -	$ 2,415,228	$ -

Condensed Consolidated Results of Operations – Six Months Ended June 30, 2018 and 2017

The following table presents our historical operating results and the increase (decrease) in amounts for the periods indicated:

	Six Months Ended June 30,		Increase (Decrease) Change $	Increase (Decrease) Change %
	2018	2017		
Consulting Revenues	$ -	$ 149,910	$ (149,910)	(100%)
Cost of services provided				
Consulting expenses	$ -	$ 89,663	$ (89,663)	(100%)
Gross profit	$ -	$ 60,247	$ (60,247)	(100%)
Operating Expenses				

General and administrative	$ 3,676,620	$ 2,179,592	$ 1,497,028	69%
Research and development expenses	1,449,065	1,009,987	439,078	43%
Total Costs and Expenses	$ 5,125,685	$ 3,189,579	$ 1,936,106	61%
Other Operating Income and (Loss)				
Other income from joint venture	$ 587,374	$ -	$ 587,374	-
Equity in loss from joint venture	$ (2,801,772)	$	(2,801,772)	-
Total Other Operating Income and (Loss)	$ (2,214,398)	$ -	$ (2,214,398)	-
Total Operating Loss	$ (7,340,083)	$ (3,129,332)	$ 4,210,751	135%
Total Other Income and (Expenses)	$ (898,417)	$ (253,634)	$ 644,783	254%
Net loss - before income taxes	**$ (8,238,500)**	**$ (3,382,966)**	**$ 4,855,534**	**144%**
Net loss	**$ (8,238,500)**	**$ (3,382,966)**	**$ 4,855,534**	**144%**

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Revenue

The market for nuclear industry consulting services is competitive, fragmented, and subject to rapid change. Our main business is developing our nuclear fuel. We may continue to provide some consulting services in the future, but we have further increased the focus and resources of the Company to the fuel division and away from consulting. There was no revenue from third parties for the six months ended June 30, 2018 as compared to the $0.1 million for the six months ended June 30, 2017.

Cost of Services Provided

Because we have shifted the focus and resources of the Company to the fuel division and away from consulting, we have not incurred costs related to consulting in 2018. Cost of services provided in 2017 was comprised of expenses related to the consulting, professional, administrative, and other support costs and stock-based compensation allocated to our consulting projects labor, which were incurred to perform and support the work done for our consulting projects.

Total stock-based compensation included in cost of services provided was approximately $25,000 for the six months ended June 30, 2017.

General and Administrative Expenses

The following table presents our general and administrative expenses, (rounded in millions):

	Six Months Ended June 30,

	2018	2017
General and administrative expenses	$ 3.7	$ 2.2

General and administrative expenses consist mostly of compensation and related costs for personnel and facilities, stock-based compensation, finance, human resources, information technology, and fees for consulting and other professional services. Professional services are principally comprised of outside legal, audit, strategic advisory services and outsourcing services.

Total general and administrative expenses increased by $1.5 million for the six-months ended June 30, 2018, as compared to the six months ended June 30, 2017. There was an increase in professional fees of approximately $0.6 million, which was due to the increased legal and professional work in negotiating and forming the Enfission joint venture and an increase in other professional and consulting fees, including engaging a consulting firm to assist in preparing the application for a grant from the U.S. Department of Energy. There was also an increase in corporate promotion expenses of approximately $0.1 million, an increase in employee wages and benefits of approximately $0.6 million due to an increase in the number of employees and benefits and an increase in stock-based compensation of approximately $0.7 million due to the vesting of performance-based stock options issued in 2017 and a decrease in other general and administrative expenses of approximately $0.5 million. Total stock-based compensation included in general and administrative expenses was approximately $0.9 million and $0.2 million for the six months ended June 30, 2018 and 2017, respectively.

See Note 7 - Stockholders' Equity of the notes to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information regarding our stock-based compensation.

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Research and Development

The following table presents our research and development expenses, (rounded in millions):

	Six Months Ended June 30,	
	2018	2017
Research and development expenses	$ 1.5	$ 1.0

Research and development expenses consist mostly of compensation and related overhead costs for personnel responsible for the research and development of our fuel. Total research and development expenses increased by $0.5 million for the six-months ended June 30, 2018, as compared to the six months ended June 30, 2017. There was an increase in spending with third party research and development vendors of approximately $0.3 million, due to increased focus on time and resources being spent on forming the Enfission joint venture; and an increase in stock-based compensation of approximately $0.2 million. Total stock-based compensation included in research and development expenses was approximately $0.5 million and $0.2 million for the six months ended June 30, 2018 and 2017, respectively.

All of our reported research and development activities were conducted in the United States and Russia. We expense research and development costs as they are incurred. Research and development expenses may increase in dollar amount and may increase as a percentage of revenues in future periods because we expect to invest $10 million to $12 million in the development of our nuclear fuel products over the next 12-15 months.

See Note 6 - Research and Development expense of the Notes to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report Form on 10-Q for additional information about our research and development costs.

Other Operating Income and (Loss) – Related Party

The following table presents our other operating income, (rounded in millions):

	Six Months Ended June 30,	
	2018	2017
Other income from joint venture	$ 0.6	$ -
Equity in loss from joint venture	(2.8)	-
	$ (2.2)	$ -

Reported in other operating income is other income for activities performed by our employees and consultants for the Enfission joint venture. Total other income from these activities was approximately $0.6 million for the six months ended June 30, 2018. Approximately 80% of the total Enfission cash inflow or capital contributions into Enfission are funded by Lightbridge and the remaining 20% will be funded as capital contributions into Enfission from Framatome. Equity in loss of joint venture consists of our share of the allocated loss in Enfission (100%), which includes reported research and development expenses of $2.3 million in which was allocated in accordance with the joint venture operating agreement, for the six months ended June 30, 2018.

Other Income (Expenses)

There was a net decrease in other income of approximately $0.6 million. This decrease was due to an increase in amortization of deferred financing costs of approximately $0.7 million due to the write-off of the deferred financing costs asset in the first quarter of 2018, recorded for the Aspire option agreement, (see Note 7 of the notes to the accompanying condensed consolidated financial statements). This decrease was offset by an increase of $0.1 million in interest income generated from the interest earned from the purchase of treasury bills and from our bank savings account for the six months ended June 30, 2018 as compared to the six months ended June 30, 2017.

Provision for Income Taxes

The following table presents our provision for income taxes. Our effective tax rate for the periods presented is 25% and 38% for the six months ended June 30, 2018 and 2017, respectively.

	Six Months Ended June 30,	
	2018	**2017**
Provision for income taxes	$ -	$ -

We incurred a pre-tax net loss for both 2018 and 2017. We reviewed all sources of income for purposes of recognizing deferred tax assets and concluded a full valuation allowance for 2018 and 2017 was necessary. Therefore, we did not have a provision for taxes for both the six months ended June 30, 2018 and 2017.

Liquidity, Capital Resources and Financial Position

At June 30, 2018, we had cash and cash equivalents of approximately $25.7 million, as compared to approximately $4.5 million at December 31, 2017. The $21.2 million increase in cash and cash equivalents resulted from net proceeds from the sale of approximately $25.9 million of common stock and net proceeds of $3.9 million of preferred stock during the six months ended June 30, 2018. See Note 7 - Stockholders' Equity of the notes to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information regarding our equity transactions. This amount of cash inflow was partially offset by net cash used in operating activities of approximately $3.2 million and our capital contributions for our capital investment in Enfission of approximately $5.2 million. We used cash during the six months ended June 30, 2018 primarily to fund our research and development expenses and general and administrative expenses. We did not have any consulting revenue for the six months ended June 30, 2018 and presently do not expect to have significant consulting revenue for the next 12 months.

We currently project a cash flow shortfall averaging approximately $0.5 million to $0.6 million per month over the course of the next 12 months to 15 months for our general and administrative expenses and we anticipate having capital requirements of approximately $10 million to $12 million over this same period for research and development expenses through our joint venture Enfission. Presently we fund the majority of the total cash that is required for the research and development activities to be conducted in Enfission. These additional capital needs relate to the development, manufacture and commercialization of our nuclear fuel assemblies. We have the ability to delay incurring certain operating expenses in the next 12 months, which could reduce our cash flow shortfall, if needed.

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The current primary future potential sources of cash available to us in 2018 are equity investments through our New ATM agreement, potential funding from other equity investors and potential funding from the Department of Energy. We anticipate that our financing through the New ATM agreement in 2018 and other third parties will help us meet the U.S. Department of Energy's ("DOE") minimum cost-sharing requirements that typically range from 20% to 50% of the total project cost (i.e., a 25% to 100% match in Company's cost-sharing contributions is required for each dollar of DOE funding) or even higher in some cases. This will enable us to apply for DOE funding that can be used toward development and/or regulatory licensing of our nuclear fuel, to offset the current cash requirements for Enfission. We have no debt or debt credit lines and we have financed our operations to date through our prior years' consulting revenue and the sale of our preferred stock and common stock. Management believes that the funding amount from the New ATM agreement will be available as needed by the Company and that adverse market conditions in the Company's common stock price and trading volume will not substantially impair the Company's ability to raise capital through the New ATM, if needed in the future.

Short-Term and Long-Term Liquidity Sources

In addition to the New ATM financing and other potential funding discussed above, we may seek new financing or additional sources of capital, depending on the capital market conditions, over the next 12 months. There can be no assurance that some of these additional sources of capital will be made available to us. The primary potential sources of cash that may be available to us are as follows:

1. Equity investment from third party investors in Lightbridge or Enfission; and

2. Strategic investment or cost-sharing contributions through funding from the Department of Energy, and/or other strategic parties, to support the remaining research and development activities required to further enhance and complete the development of our fuel products to a commercial stage.

In support of our long-term business plan with respect to our fuel technology business, we endeavor to create strategic alliances with other strategic parties during the next three years, to support the remaining research and development activities through Enfission that is required to further enhance and complete the development of our fuel products to a commercial stage. We may be unable to form such strategic alliances on terms acceptable to us or at all.

We will need to raise additional capital in 2019 to fund our research and development, which may involve offerings of equity or debt securities, securing financing through one or more banks, entering into strategic alliances with other parties, and seeking potential funding from the DOE, that we anticipate applying for later this year.

See Note 7 of the Notes to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for information regarding our New ATM financing.

Off Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as defined in Item 303(a)(4) of Regulation S-K.

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ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not Required.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Our management, including our principal executive officer and principal financial officer, evaluated the disclosure controls and procedures related to the recording, processing, summarization and reporting of information in the periodic reports that we file with the SEC. These disclosure controls and procedures have been designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is (a) recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and (b) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of June 30, 2018.

Changes in Internal Controls Over Financial Reporting

There were no changes in our internal control over financial reporting during the period covered by this report that have materially affected or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

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PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business.

However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. The Company is not involved in any material legal proceedings.

ITEM 1A. RISK FACTORS

The following should be read in conjunction with, and supplements and amends, the risk factors discussed in Part I, Item 1A of the Company's Form 10-K for the year ended December 31, 2017. Other than as described in this Item 1A, there have been no material changes to our risk factors from the risk factors previously disclosed in the 2017 Annual Report.

Development of our nuclear fuel technology is dependent upon the availability of a test reactor.

Our fuel designs are still in the research and development stage and further testing and experiments will be required in test facilities. We intended to conduct testing of our fuel designs at the Halden research reactor located in Halden, Norway. However, the Halden research reactor, which became operative in 1958, has closed and will not reopen, so it will not be available for further testing of our fuel designs. The Company is working to find a suitable alternative to generate the irradiation data we need to support regulatory licensing of our lead test assembly operation in a commercial reactor but finding an alternative to the Halden research reactor may delay further testing of our fuel designs, and we may not be able to locate another reactor in which to test our fuel designs. As a result, commercialization of our nuclear fuel technology may be delayed, perhaps indefinitely, which would adversely affect our business, financial condition and results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES OR USE OF PROCEEDS

On April 30, 2018, the holders of the Series A Preferred Shares converted 111,260 preferred shares into 124,882 common shares. The issuance of the common stock was exempt from registration under the Securities Act of 1933, as amended, pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not Applicable

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable

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ITEM 5. OTHER INFORMATION

Resignation of Current Chief Financial Officer, and Appointment of New Chief Financial Officer

On August 8, 2018, Linda Zwobota, Chief Financial Officer of the Company, notified the Company of her decision to retire, effective September 1, 2018. Ms. Zwobota will continue working for the Company as a part-time consultant.

On August 8, 2018, the Board of Directors appointed Larry Goldman, 61, as Chief Financial Officer of the Company, effective September 1, 2018. Mr. Goldman first began working with the Company in 2006 in a consulting role and became the Chief Accounting Officer of the Company in 2008. From 1985 to 2004, Mr. Goldman was an Audit Assurance Partner for Livingston Wachtell & Co., LLP, a New York City CPA firm with over 20 years of assurance, tax and advisory services. Since September 2004, Mr. Goldman has also provided consulting services to numerous public companies on various financial projects and has government contracting accounting experience.

Employment Agreements

On August 8, 2018, the Company entered into employment agreements with each of Messrs. Grae, Mushakov and Goldman. The employment agreements provide for an initial annual base salary of $459,268, $286,443 and $265,000 for each of Messrs. Grae, Mushakov and Goldman, respectively, and establish a target annual bonus of 50% of base salary for each executive with the amount of any such bonus to be determined by the Compensation Committee of the Board based on the achievement of performance goals that are established by the Compensation Committee. In addition, each of Messrs. Grae, Mushakov and Goldman will be eligible to earn an annual long-term incentive award, subject to the Compensation Committee's discretion to grant such awards, based upon a target award opportunity equal to 50% of base salary, and subject to attainment of such goals, criteria or targets established by the Compensation Committee in respect of each such calendar year. Each employment agreement provides that if the executive's employment is terminated or not extended by the Company without "cause," or terminated by the executive for "good reason" (each as defined in the employment agreement), then, subject to the terms and conditions of the employment agreement, the executive will be entitled to certain severance payments and benefits.

Each employment agreement has an initial five-year term and will automatically be extended for one additional year terms upon the expiration of the initial term unless either party provides notice of non-renewal to the other. In the case of Mr. Goldman, the term of his employment agreement commences September 1, 2018. The employment agreements provide standard benefits and contain routine confidentiality, non-competition, non-solicitation and non-disparagement provisions.

The foregoing description of the employment agreements is qualified in its entirety by the full text of the employment agreements, copies of which are attached as Exhibits 10.2, 10.3 and 10.4 to this Form 10-Q and incorporated herein by reference.

New Indemnification Agreement

On August 8, 2018, the Board of Directors approved a new form of indemnification agreement between the Company and individuals who may serve from time to time as directors or executive officers of the Company. Under the indemnification agreement, the Company agrees to indemnify directors and executive officers against liability arising out of the performance of their duties to the Company and to other entities where they provide services at the request of the Company. The indemnification agreement supplements indemnification provisions already contained in the Company's Articles of Incorporation and Amended and Restated Bylaws.

The foregoing description of the new form of indemnification agreement is qualified in its entirety by the full text of the form of indemnification agreement, a copy of which is attached as Exhibit 10.5 to this Form 10-Q and incorporated herein by reference.

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ITEM 6. EXHIBITS

EXHIBIT INDEX –

Exhibit Number	Description
10.1	Lightbridge Corporation 2015 Equity Incentive Plan, as amended (incorporated by reference to Appendix A to the definitive proxy statement filed on March 29, 2018, File No. 001-34487).
10.2	Employment Agreement, dated August 8, 2018, between the Company and Seth Grae.
10.3	Employment Agreement, dated August 8, 2018, between the Company and Andrey Mushakov.
10.4	Employment Agreement, dated August 8, 2018, between the Company and Larry Goldman.
10.5	Form of Indemnification Agreement (August 2018)
31.1	Rule 13a-14(a)/15d-14(a) Certification - Principal Executive Officer
31.2	Rule 13a-14(a)/15d-14(a) Certification - Principal Financial and Accounting Officer

32	Section 1350 Certifications
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 9, 2018

LIGHTBRIDGE CORPORATION

By: */s/ Seth Grae*
Name: Seth Grae
Title: President, Chief Executive Officer and Director
(Principal Executive Officer)

By: */s/ Linda Zwobota*
Name: Linda Zwobota
Title: Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

EXHIBIT 10.2

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the 8th day of August, 2018, by and between Lightbridge Corporation, a Nevada corporation ("the "Company"), and Seth Grae, an individual (the "Executive").

WHEREAS, the Executive currently serves as the President and Chief Executive Officer of the Company pursuant to that certain Employment Agreement entered into between the Executive and the Company, dated as of February 14, 2006 (the "Existing Agreement"); and

WHEREAS, the Company and the Executive desire to enter into this Agreement to replace the Existing Agreement in its entirety and to set forth the terms and conditions for the continued employment relationship of the Executive with the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment Agreement. On the terms and conditions set forth in this Agreement, the Company agrees to continue to employ the Executive and the Executive agrees to continue to be employed by the Company for the Employment Period set forth in Section 2 and in the position and with the duties set forth in Section 3.

2. Term. The term of employment under this Agreement shall be for a period beginning on August 8, 2018 (the "Effective Date"), and ending on the fifth anniversary thereof, unless sooner terminated as hereinafter set forth; provided that, on such fifth anniversary of the Effective Date and on each annual anniversary thereafter (such date and each annual anniversary thereof, a "Renewal Date"), the Agreement shall be deemed to be automatically extended upon the same terms and conditions (except for such terms and conditions that expire prior to any extension period), for successive periods of one year, unless the Company or the Executive provides written notice of its intention not to extend the term of the Agreement at least 90 days prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Period."

3. Position and Duties. During the Employment Period, the Executive shall serve as the President and Chief Executive Officer of the Company. In such capacity, the Executive shall report directly to the Board of Directors of the Company (the "Board"). During the Employment Period, the Executive shall have the duties, responsibilities and authority as shall be consistent with the Executive's position and such other duties, responsibilities and authority as may be assigned to the Executive from time to time by the Board. For the avoidance of doubt, the Executive's duties hereunder may include, without limitation, performing work for, and participating in activities related to, Enfission, LLC ("Enfission"). During the Employment Period, the Executive shall devote substantially all of the Executive's business efforts to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company and Enfission, provided that in no event shall this sentence prohibit the Executive from creating and managing his personal and family investments or participating in activities involving professional, charitable, educational or religious organizations, so long as such personal or family investments and other activities (i) do not interfere with the Executive's duties hereunder or violate

any of the provisions of Section 8 herein, and (ii) comply with the Company's Code of Business Conduct and Ethics and other policies of the Company as in effect from time to time. The Executive may serve on the board of directors of other publicly-traded companies with the prior written approval of the Board, provided that the Executive agrees to resign such service in the event the Board reasonably determines that such service interferes with the Executive's duties hereunder. During the Employment Period, the Company shall cause the Executive to be nominated for election to the Board at each meeting of the shareholders of the Company where the election of the members of the Board is included in the purposes of such meeting, unless the Executive has otherwise notified the Company that the Executive does not intend to stand for re-election to the Board. The Executive shall not receive any additional compensation for services as a member of the Board. The Executive shall, if requested by the Board, also serve as an officer or director of any affiliate of the Company for no additional compensation.

4. Compensation and Benefits.

(a) Base Salary. Commencing as of the Effective Date and during the Employment Period, the Company shall pay to the Executive a base salary at the rate of no less than $459,268.00 per calendar year (the "Base Salary"), less applicable deductions. The Base Salary shall be reviewed by the Compensation Committee of the Board (the "Compensation Committee") no less frequently than annually and may be increased (but not decreased) in the discretion of the Compensation Committee. Any such increased Base Salary shall constitute the "Base Salary" for purposes of this Agreement. The Base Salary shall be paid in substantially equal installments in accordance with the Company's regular payroll procedures.

(b) Annual Bonus. For each calendar year that ends during the Employment Period, commencing with the 2018 calendar year, the Executive shall be eligible to receive an annual bonus pursuant to, and subject to the terms of, the Company's short-term incentive compensation plan in effect from time to time. The amount of any such annual bonus paid to the Executive during the Employment Period shall be determined by the Compensation Committee based on the achievement of performance goals that are established by the Compensation Committee. The Executive's target annual bonus amount shall be 50% of Base Salary. Except as otherwise provided in this Agreement, the Executive must remain employed with the Company through the date that the bonus is paid to the Executive in order to be eligible to receive an annual bonus with respect to such calendar year. Any annual bonus payable to the Executive hereunder shall be paid at the time bonuses are otherwise paid to other executive officers of the Company.

(c) Long-Term Incentives. With respect to each calendar year that ends during the Employment Period, commencing with the 2018 calendar year, the Executive shall be eligible to earn an annual long-term incentive award, subject to the Compensation Committee's discretion to grant such awards, based upon a target award opportunity equal to 50% of Base Salary, and subject to attainment of such goals, criteria or targets established by the Compensation Committee in respect of each such calendar year. The preceding sentence shall not limit any power or discretion of the Board of Directors of the Company or the Compensation Committee in the administration of any long-term incentive plan, it being understood, specifically, that the Compensation Committee may adjust up or down the target award opportunity made in respect of any calendar year based on its evaluation of the Executive's performance or any economic, financial or market conditions affecting the Company, so that the actual benefits conveyed to the Executive in respect of any such awards may be less than, greater than or equal to the targeted award opportunity. Each such award granted to the Executive shall be subject to the terms and conditions of the incentive plan pursuant to which it is granted and such other terms and conditions as are established by the Compensation Committee and set forth in an award agreement evidencing the grant of such award.

(d) Employee Benefits; Perquisites. During the Employment Period, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time, that are generally made available to senior executives of the Company, subject to the satisfaction of any eligibility requirements and any other terms and conditions of such plans, practices and programs. During the Employment Period, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices and policies of the Company, and to the extent such fringe benefits or perquisites (or both) are generally made available to senior executives of the Company. During the Employment Period, the Executive shall be entitled to no less than four weeks of paid vacation time per year, as determined in accordance with the Company's vacation policies in effect from time to time, which may be taken at such times as the Executive elects with due regard to the needs of the Company. For the avoidance of doubt, the closure of the Company's offices from Christmas through New Year's Day each calendar year shall not count toward the Executive's paid vacation time. The Company reserves the right to amend, modify or cancel any employee benefit plans, practices and programs, and any fringe benefits and perquisites, at any time and without the consent of the Executive.

(e) Clawback/Recoupment. Notwithstanding any other provision in this Agreement to the contrary, any compensation paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company shall be subject to mandatory repayment by the Executive to the Company, to the extent any such compensation paid to the Executive is, or in the future becomes, subject to (i) any clawback or recoupment policy adopted by the Company, or (ii) any law, government regulation or stock exchange listing requirement which imposes mandatory recoupment, under circumstances set forth in such law, government regulation or stock exchange listing requirement.

5. Expenses. The Company shall reimburse the Executive for all reasonable and necessary expenses actually incurred in performance of the Executive's duties under this Agreement, in accordance with policies which may be adopted from time to time by the Company.

6. Termination of Employment.

(a) Permitted Terminations. The Executive's employment is "at will" and may be terminated by either the Executive or the Company at any time and for any or no reason, subject to the following:

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death;

(ii) By the Company.

(A) Disability. The Company may terminate the Executive's employment due to the Executive's Disability while such Disability exists.

For purposes of this Agreement, "Disability" means a "disability" that entitles the Executive to benefits under the applicable Company long-term disability plan covering the Executive and, in the absence of such a plan, that the Executive shall have been unable, due to physical or mental incapacity, to substantially perform the Executive's duties and responsibilities hereunder for 180 days out of any 365 day period or for 120 consecutive days. The Executive agrees, in the event of any question as to the existence,

extent or potentiality of the Executive's Disability upon which the Company and the Executive cannot agree shall be resolved by a qualified, independent physician mutually agreed to by the Company and the Executive, the cost of such examination to be paid by the Company. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act (to the extent applicable) and any applicable state or local laws. Until such termination, the Executive shall continue to receive his compensation and benefits hereunder, reduced by any benefits payable to him under any Company-provided disability insurance policy or plan applicable to him; or

(B) Cause. The Company may terminate the Executive's employment at any time for Cause or without Cause.

For purposes of this Agreement, "Cause" shall be limited to the following events: (i) the Executive's gross negligence or willful misconduct in the performance of his duties, (ii) the Executive's conviction of, or plea of guilty or nolo contendere to, a misdemeanor involving moral turpitude that has a substantial adverse effect on the Executive's qualifications or ability to perform his duties or any felony, (iii) the Executive's willful and continued failure to perform his duties hereunder (other than such failure resulting from the Executive's incapacity due to physical or mental illness) within 30 days after the Board delivers to him a written demand for performance that specifically identifies the actions to be performed; (iv) the Executive's willful violation of material policy of the Company to which the Executive is bound, including the Company's Code of Business Conduct and Ethics, or (v) the Executive's material breach of this Agreement. Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of resolutions duly adopted by the affirmative votes of not less than a majority of the Board (after reasonable written notice is provided to the Executive and the Executive is given a reasonable opportunity, together with counsel, to be heard before the Board), finding that the Executive has engaged in the conduct described in any of (i)-(v) above. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, or for a termination under clause (ii), the Executive shall have thirty (30) days from the delivery of written notice by the Board within which to cure any acts constituting Cause. For purposes of this provision, no act or failure to act on Executive's part will be considered "willful" unless it is done, or omitted to be done, in bad faith or without reasonable belief that the action or omission was in the best interests of the Company.

(iii) By the Executive. The Executive may terminate his employment for any reason (including Good Reason) or for no reason. If the Executive terminates his employment without Good Reason, then he shall provide written notice to the Company at least thirty (30) days prior to the Date of Termination.

For purposes of this Agreement, "Good Reason" means (i) any diminution in the Executive's title or reporting relationships, (ii) a substantial diminution in the Executive's duties, authority or responsibilities, (iii) the relocation of the Executive's principal place of employment by more than fifty (50) miles, (iv) a reduction of the Executive's Base Salary or target annual bonus opportunity, other than a uniform reduction applied to substantially all senior executive officers of the Company that does not result in a reduction of the Executive's Base Salary by more than five percent (5%) or a reduction of the Executive's target annual bonus opportunity by more than five (5) percentage points, or (v) a material breach by the Company of this Agreement. In order to invoke a termination for Good Reason, the Executive must deliver a written notice of the grounds for such termination within ninety (90) days of the initial existence of the event giving rise to Good Reason and the Company shall have thirty (30) days to cure the circumstances. In order to terminate his employment, if at all, for Good Reason, the Executive must terminate employment within sixty (60) days of the end of the cure period if the circumstances giving rise to Good Reason have not been cured.

(b) Termination. Any termination of the Executive's employment by the Company or the Executive (other than because

of the Executive's death) shall be communicated by a written Notice of Termination to the other party hereto in accordance with the requirements of this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, if any, and shall, in the case of termination for "Cause" or for "Good Reason," set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment. Termination of the Executive's employment shall take effect on the Date of Termination.

For purposes of this Agreement, "Date of Termination" means (i) if the Executive's employment is terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated because of the Executive's Disability pursuant to Section 6(a)(ii)(A), thirty (30) days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such thirty (30)-day period with reasonable accommodation; (iii) if the Executive's employment is terminated due to the Company's or the Executive's failure to extend the term of the Agreement pursuant to Section 2, the applicable Renewal Date; or (iv) if the Executive's employment is terminated by the Company pursuant to Section 6(a)(ii)(B) or by the Executive pursuant to Section 6(a)(iii), the date specified in the Notice of Termination. Notwithstanding any provision of this Agreement to the contrary, for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and guidance promulgated thereunder (collectively "Section 409A"), references to the Executive's termination of employment (and corollary terms) with the Company shall be construed to refer to the Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Company.

(c) Resignation of All Other Positions. Upon termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as a director, officer or employee of the Company or any Company Affiliate and as a fiduciary with respect to any benefit plan (or related trust) sponsored by the Company or any Company Affiliate. The Executive agrees to execute any letter consistent with the foregoing that the Company or any Company Affiliate may reasonably request. For purposes of this Agreement, "Company Affiliate" means any entity controlled by, in control of, or under common control with, the Company, including without limitation, its wholly-owned subsidiaries Lightbridge International Holding, LLC and Thorium Power, Inc.

7. Compensation Upon Termination.

(a) Death. If the Executive's employment is terminated during the Employment Period as a result of the Executive's death, this Agreement and the Employment Period shall terminate without further notice or any action required by the Company or the Executive's legal representatives. Upon the Executive's death, the Company shall pay to the Executive's legal representative or estate, as applicable, (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination at the time such payments are due. The rights of the Executive's legal representative or estate, as applicable, with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreement. For purposes of this Agreement, "Accrued Benefits" means (v) any compensation deferred by the Executive prior to the Date of Termination and not paid by the Company or otherwise specifically addressed by this Agreement; (w) any earned but unpaid annual bonus for the year preceding the year of termination, (x) any amounts or benefits owing to the Executive or to the Executive's beneficiaries under the then applicable benefit plans of the Company; (y) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 5; and (z) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Company.

(b) Disability. If the Company terminates the Executive's employment during the Employment Period because of the Executive's Disability pursuant to Section 6(a)(ii)(A), (A) the Company shall pay to the Executive (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination at the time such payments are due. The rights of the Executive with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreement. Except as set forth herein, the Company and Company Affiliates shall have no further obligations to the Executive under this Agreement upon Executive's termination due to Disability pursuant to Section 6(a)(ii)(A) other than such obligations which by their terms continue following termination of the Executive's employment.

(c) Termination by the Company for Cause, by the Executive without Good Reason, or due to the Company's or the Executive's Failure to Extend the Term. If, during the Employment Period, the Company terminates the Executive's employment for Cause pursuant to Section 6(a)(ii)(B), the Executive terminates his employment without Good Reason pursuant to Section 6(a)(iii), or, except as provided in Section 7(e) below, the Executive's employment terminates on account of either the Company's or the Executive's failure to extend the term of the Agreement pursuant to Section 2, the Company shall pay to the Executive the Executive's Base Salary due through the Date of Termination and all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, at the time such payments are due. Upon a termination of the Executive's employment by the Company for Cause or by the Executive without Good Reason, or due to the Executive's failure to extend the term of the Agreement, the Executive's rights with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreements. Except as set forth herein, the Company and Company Affiliates shall have no further obligations to the Executive under this Agreement upon such termination.

(d) Termination by the Company without Cause or by the Executive with Good Reason. If, during the Employment Period, other than as set forth in Section 7(e), the Company terminates the Executive's employment other than for Cause pursuant to Section 6(a)(ii)(B), or the Executive terminates his employment with Good Reason pursuant to Section 6(a)(iii), the Company shall pay to the Executive (x) the Executive's Base Salary due through the Date of Termination and (y) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, in each case at the time such payments are due. The Executive shall also be entitled to receive, subject to his compliance with the restrictive covenants in Section 8 and his execution and non-revocation of the release described in Section 7(f), the following severance payments and benefits:

(i) an amount equal to two (2) times the sum of (A) the Executive's Base Salary at the rate in effect on the Date of Termination and (B) the amount of the Executive's annual target bonus for the calendar year in which the Date of Termination occurs (the "Target Bonus"), payable in substantially equal installments in accordance with the Company's regular payroll procedures over the twelve (12) month period following the Date of Termination, commencing on the first payroll date that occurs on or after the Release Effective Date (as defined below), provided that the initial payment will include a catch-up payment to cover the period between the Date of Termination and the date of such first payment, and the remaining amounts shall be paid over the remainder of such twelve (12) month period;

(ii) a lump sum payment equal to the product of (x) the Target Bonus and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable on the first payroll date that occurs on or after the Release Effective Date;

(iii) provided the Executive and his eligible dependents timely and properly elect to continue health care coverage under COBRA, the Executive and such eligible dependents shall be entitled to continue to participate in such basic medical, dental and vision programs of the Company as in effect from time to time, on the same terms and conditions as applicable to active senior executives of the Company, for twelve (12) months or, if earlier, until the date the Executive becomes eligible to receive comparable coverage from another Company or is otherwise no longer eligible to receive COBRA continuation coverage; provided, however, in the event the Company determines that such provisions would subject the Executive to taxation under Section 105(h) of the Code or otherwise violate any healthcare law or regulations, then, in lieu of such continued participation in the basic medical, dental and vision programs, the Executive shall be entitled to receive a lump sum payment equal to the portion of the Executive's COBRA premiums equal to 12 months of the Company subsidy of group health plan premiums for the Executive and his eligible dependents, subject to applicable withholdings, which amount shall be paid on the first payroll date that occurs on or after the Release Effective Date; and

(iv) the Executive's rights with respect to equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreements.

(e) Termination by the Company without Cause, due to the Company's Failure to Extend the Term or by the Executive with Good Reason in connection with a Change in Control. If, during the Employment Period, the Company terminates the Executive's employment other than for Cause pursuant to Section 6(a)(ii)(B), the Executive's employment terminates on account of the Company's failure to extend the term of the Agreement pursuant to Section 2, or the Executive terminates his employment with Good Reason pursuant to Section 6(a)(iii), in each case on or within twenty-four (24) months following the occurrence of a Change in Control (as defined in the Company's 2015 Equity Incentive Plan), the Company shall pay to the Executive (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, in each case at the time such payments are due. The Executive shall also be entitled to receive, subject to his compliance with the restrictive covenants in Section 8 and his execution and non-revocation of the release described in Section 7(f), the following severance payments and benefits:

(i) an amount equal to three (3) times the sum of (A) the Executive's Base Salary at the rate in effect on the Date of Termination and (B) the amount of the Target Bonus, payable in single lump sum on the first payroll date that occurs on or after the Release Effective Date;

(ii) a lump sum payment equal to the product of (x) the Target Bonus and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable on the first payroll date that occurs on or after the Release Effective Date;

(iii) provided the Executive and his eligible dependents timely and properly elect to continue health care coverage

under COBRA, the Executive and such eligible dependents shall be entitled to continue to participate in such basic medical, dental and vision programs of the Company as in effect from time to time, on the same terms and conditions as applicable to active senior executives of the Company, for eighteen (18) months or, if earlier, until the date the Executive becomes eligible to receive comparable coverage from another Company or is otherwise no longer eligible to receive COBRA continuation coverage; provided, however, in the event the Company determines that such provisions would subject the Executive to taxation under Section 105(h) of the Code or otherwise violate any healthcare law or regulations, then, in lieu of such continued participation in the basic medical, dental and vision programs, the Executive shall be entitled to receive a lump sum payment equal to the portion of the Executive's COBRA premiums equal to eighteen (18) months of the Company subsidy of group health plan premiums for the Executive and his eligible dependents, subject to applicable withholdings, which amount shall be paid on the first payroll date that occurs on or after the Release Effective Date; and

(iv) all of the Executive's then-outstanding equity awards granted to the Executive by the Company shall become immediately fully vested, with any outstanding performance-based equity awards becoming fully vested based on the target level of performance.

Notwithstanding anything in Section 7(e)(i) to the contrary, if the Change in Control does not constitute a change in ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A(a)(2)(A)(v) of the Code and its corresponding regulations, in the event that the Executive is entitled to the amounts set forth above in Section 7(e)(i) as a result of a termination of Executive's employment on or within twenty-four (24) months following the date of the Change in Control, and any portion of the severance benefit payable to the Executive pursuant to Section 7(d)(i) is deemed to constitute deferred compensation subject to the requirements of Section 409A at the time of the Executive's termination, such portion that constitutes deferred compensation shall reduce the amount that is paid in a lump sum as provided above in Section 7(e)(i) and such deferred compensation portion shall instead be paid in substantially equal installments over the installment period as described in Section 7(d)(i).

(f) Release. The Executive agrees that, as a condition to receiving the severance payments and benefits set forth in Section 7(d) or Section 7(e), as applicable (the "Severance Payments"), the Executive will execute a release of claims substantially in the form of the release attached hereto as Exhibit B (except as may be revised to reasonably reflect changes in applicable law) and such other instruments or documents as are required by the terms of this Agreement. Within two business days of the Date of Termination, the Company shall deliver to the Executive the release for the Executive to execute. The Executive will forfeit all rights to the Severance Payments unless, within sixty (60) days of delivery of the release by the Company to the Executive (such period, the "Release Period"), (i) the Executive executes and delivers the release to the Company and (ii) such release has become fully effective and irrevocable by virtue of the expiration of the revocation period without the release having been revoked (the first such date, the "Release Effective Date"). The Company's obligation to pay the Severance Payments is subject to the occurrence of the Release Effective Date, and if the Release Effective Date does not occur, then the Company shall have no obligation to pay the Severance Payments. Notwithstanding anything contained herein to the contrary, in the event that the period during which the Executive may review and revoke the Release begins in one calendar year and ends in the following calendar year, any severance payments hereunder that constitute non-qualified deferred compensation subject to Section 409A shall be paid to the Executive no earlier than January 1 of the second calendar year.

(g) No Offset. In the event of termination of his employment, the Executive shall be under no obligation to seek other employment or take any other action to mitigate any amounts owed to the Executive under this Agreement and, except as otherwise expressly provided herein, there shall be no offset against amounts due to him on account of any remuneration or benefits provided by any subsequent employment he may obtain. The Company's and Company Affiliates' obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or the Company Affiliates may have against him for any reason.

(h) Section 409A. The payments and benefits to be provided to the Executive pursuant to this Agreement are intended to comply with, or be exempt from, Section 409A and will be interpreted, administered and operated in a manner consistent with that intent. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A, and the Company concurs with such belief or the Company independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to try to comply with Section 409A through good faith modification to the maximum extent reasonably appropriate to comply with Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A.

(i) For purposes of Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(ii) The Executive will be deemed to have a Date of Termination for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A.

(iii) Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive's separation from service, (x) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (y) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the "Delay Period"), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period (or upon the Executive's death, if earlier). To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a "separation from service," and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

(iv) To the extent necessary to comply with Section 409A, (A) any amount that the Executive is entitled to be reimbursed under this Agreement will be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (B) any right to reimbursement or in kind benefits will not be subject to liquidation or exchange for another benefit, and (C) the amount of the expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year.

(v) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company. No payment subject to the application of Section 409A shall be accelerated, offset or assigned accept in compliance with all requirements of Section 409A.

8. Covenants. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Company Confidential Information and will occupy a position of trust and confidence with respect to the Company's affairs and business and the affairs and business of Company Affiliates. For purposes of this Agreement, "Company Confidential Information" means information known to the Executive to constitute confidential or proprietary information belonging to the Company or Company Affiliates or other non-public information, trade secrets, intellectual property, confidential financial information, operating budgets, strategic plans or research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending transaction between Company or any Company Affiliate and an existing or pending client or customer or other person or entity, in each case, received by the Executive in the course of his employment by the Company or in connection with his duties with the Company. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company or any Company Affiliate operates and information or knowledge possessed by the Executive prior to his employment by the Company, shall not be considered Company Confidential Information. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Company Confidential Information and to protect the Company and Company Affiliates against harmful solicitation of employees and customers, harmful effects on operations and other actions by the Executive that would result in serious adverse consequences for the Company and Company Affiliates:

(a) Non-Disclosure.

(i) During and after the Executive's employment with the Company or Company Affiliates, the Executive will not knowingly, directly or indirectly through an intermediary, use, disclose or transfer any Company Confidential Information other than as

authorized in writing by the Company or Company Affiliates, or if such use, disclosure or transfer is during such employment and within the scope of the Executive's duties with the Company or Company Affiliates as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 8(a) shall not apply (i) when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information; (ii) with respect to any other litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement; (iii) as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 8(a); (iv) as to information that is or becomes available to the Executive on a non-confidential basis from a source which is entitled to disclose it to the Executive; or (v) as to information that the Executive possessed prior to the commencement of employment with the Company. In the event the Executive is required or compelled by legal process to disclose any Company Confidential Information, to the extent the Executive is legally permitted to do so, he will promptly inform the Company so that the Company may, at its own expense, present and preserve any objections that it may have to such disclosure and/or seek an appropriate protective order. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company's legal department to make any such reports or disclosures and the Executive is not required to notify the Company that the Executive has made such reports or disclosures.

(ii) Pursuant to 18 U.S.C. § 1833(b), an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (A) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

(b) Materials. The Executive will not remove, directly or indirectly through an intermediary, any Company Confidential Information or any other property of the Company or any Company Affiliate from the Company's or Company Affiliate's premises or make copies of such materials except for normal and customary use in the Company's or Company Affiliate's business as determined reasonably and in good faith by the Executive. The Company acknowledges that the Executive, in the ordinary course of his duties, routinely uses and stores Company Confidential Information at home and other locations. The Executive will return to the Company all Company Confidential Information and copies thereof and all other property of the Company or any Company Affiliate at any time upon the request of the Company and in any event promptly after termination of the Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Company any copies of any Company Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 8(b) shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature, including diaries, calendars and Rolodexes (including his electronic address books), information relating to his compensation or relating to reimbursement of expenses, information that he reasonably believes may be needed for tax purposes, and copies of plans, programs and agreements relating to his employment.

(c) No Solicitation or Hiring of Employees. During the period commencing on the Effective Date and ending twelve (12) months after the Executive's Date of Termination (the "Restricted Period"), the Executive shall not, directly or indirectly through an intermediary, solicit, entice, persuade or induce any individual who is employed by the Company or any Company Affiliate (or who was so employed within twelve (12) months prior to the Executive's action, other than any such individual whose employment was involuntarily terminated by the Company or any Company Affiliate) to terminate or refrain from continuing such employment or to become employed by or enter into contractual relations with any other individual or entity other than the Company or Company Affiliates, and the Executive shall not hire, directly or indirectly, as an employee, consultant or otherwise, any such person. Anything to the contrary notwithstanding, the Company agrees that (i) the Executive's responding to an unsolicited request for an employment reference regarding any former employee of the Company or any Company Affiliate from such former employee, or from a third party,

by providing a reference setting forth his personal views about such former employee, or (ii) hiring or retaining any current or former employee or consultant of the Company or any Company Affiliate who responds to a general advertisement for employment that was not specifically directed at such employees or consultants of the Company or any Company Affiliate, shall not be deemed a violation of this Section 8(c).

(d) Non-Competition. During the Restricted Period, the Executive shall not, directly or indirectly through an intermediary, (A) solicit or encourage any client or customer of the Company or any Company Affiliate, or any person or entity who was a client or customer within twelve (12) months prior to Executive's action, to terminate, reduce or alter in a manner adverse to the Company or any Company Affiliate any existing business arrangements with the Company or any Company Affiliate or to transfer existing business from the Company or any Company Affiliate to any other person or entity, or (B) without the prior written consent of the Board, which consent shall not be unreasonably withheld, be engaged by, or have a financial or any other interest in, the portion of any corporation, firm, partnership, proprietorship or other business entity or enterprise, whether as a principal, agent, employee, director, consultant, stockholder, partner or in any other capacity, which competes with the Company or any Company Affiliate in any business conducted by the Company or any Company Affiliate as of the Effective Date or in any business acquired or developed by the Company or any Company Affiliate after the Effective Date and on or before the Date of Termination; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as his direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity and, while employed by the Company does not otherwise violate any Company or Company Affiliate policy applicable to the Executive. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the Restricted Period, he will provide a copy of this Agreement to such entity. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Company and Company Affiliates, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(e) Non-Disparagement. During the period commencing on the Effective Date and continuing thereafter, the Executive, other than in the good faith performance of his duties for the Company, shall not initiate, participate or engage in any communication whatsoever that could reasonably be interpreted as derogatory or disparaging to the Company or any Company Affiliate, as applicable, including but not limited to the business, practices, policies, or, as such, shareholders, partners, members, directors, managers, officers and employees of the Company or any Company Affiliate. The foregoing shall not be violated by (i) truthful statements by the Executive in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or (ii) the Executive rebutting false or misleading statements made by others.

(f) Inventions. The Executive agrees that all inventions, discoveries, improvements and patentable or copyrightable works ("Inventions") initiated, conceived or made by him in the course of his employment with the Company, either alone or in conjunction with others, shall be the sole property of the Company to the maximum extent permitted by applicable law and, to the extent permitted by law, shall be "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). The Company shall be the sole owner of all patents, copyrights, trade secret rights, and other intellectual property or other rights in connection therewith; provided, however that this Section 8(f) shall not apply to Inventions which are not related to the business of the Company and which are made and conceived by the Executive not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Company Confidential Information. Subject to the foregoing, the Executive hereby assigns to the Company all right, title and interest he may have or acquire in all Inventions; provided, however, that the Board may in its sole discretion agree to waive the Company's rights pursuant to this Section 8(f). The Executive agrees to cooperate reasonably with the Company and at the Company's expense, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents, trademarks and other intellectual property rights (both in the

United States and foreign countries) relating to the Inventions. The Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, that the Company reasonably may deem necessary or desirable in order to protect its rights and interests in any Inventions. The Executive further agrees that if the Company is unable, after reasonable effort, to secure the Executive's signature on any such papers, any officer of the Company shall be entitled to execute such papers as his agent and attorney-in-fact and the Executive hereby irrevocably designates and appoints each officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf and to take any and all actions as the Company reasonably may deem necessary or desirable in order to protect its rights and interests in any Inventions, under the conditions described in this Section 8(f). The Executive will not assert any rights to any invention, discovery, idea or improvement relating to the business of the Company or to his duties hereunder as having been made or acquired by the Executive prior to his work for the Company, except for the matters, if any, described in Exhibit A attached hereto. The Executive agrees that he will promptly disclose to the Company all Inventions initiated, made, conceived or reduced to practice by him, either alone or jointly with others, during the Employment Period.

(g) Cooperation. The parties agree that certain matters in which the Executive will be involved during the Employment Period may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Company, the Executive shall cooperate with the Company, Company Affiliates and its or their counsel, including information requests relating to the business or affairs of the Company, as well as any investigation, litigation, arbitration or other proceeding related to the business or affairs of the Company, other than in connection with any dispute between the Executive and the Company or any Company Affiliate; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's business or personal affairs, including limiting Executive's travel to the extent reasonably possible. The cooperation includes the Executive making himself available for reasonable periods of time (with due regard for his other commitments) upon reasonable notice to the Executive in any such litigation or investigation and providing testimony before or during such litigation or investigation. The Company shall reimburse the Executive for reasonable out-of-pocket expenses incurred in connection with such cooperation; provided that, if the Company requires the Executive to devote significant time to such cooperation, the Company and the Executive will establish in good faith a reasonable hourly or daily rate for the time spent by the Executive on such cooperation, based on the Executive's Base Salary as of the termination date.

(h) Enforcement. The Executive acknowledges that in the event of any breach of this Section 8, the business interests of the Company and the Company Affiliates will be irreparably injured, the full extent of the damages to the Company and the Company Affiliates will be impossible to ascertain, monetary damages will not be an adequate remedy for the Company and the Company Affiliates, and the Company will be entitled to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agree that each of the Executive's obligations specified in this Agreement are separate and independent covenants and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. The Executive further agrees that any breach of this Agreement by the Company prior to the Date of Termination shall not release the Executive from compliance with his obligations under this Section 8, as long as the Company fully complies with Section 7. The Company further agrees that any breach during the Employment Period of this Agreement by the Executive that does not result in the Executive being terminated for Cause shall not release the Company from compliance with its obligations under this Agreement. Notwithstanding the foregoing two sentences, neither the Company nor the Executive shall be precluded from pursuing judicial remedies as a result of any such breaches.

(i) Severability. If any of the restrictions or obligations contained in Section 8 shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, such provision shall be modified to be effective for the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable.

9. Section 280G.

(a) The Executive shall bear all expense of, and be solely responsible for, any excise tax imposed by Section 4999 of the Code (such excise tax being the "Excise Tax"); provided, however, that any payment or benefit received or to be received by the Executive, whether payable under the terms of this Agreement or any other plan, arrangement or agreement with Company or an affiliate of Company (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Section 280G of the Code, shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax but only if, by reason of such reduction, the net after-tax benefit received by the Executive shall exceed the net after-tax benefit that would be received by the Executive if no such reduction was made.

(b) The "net after-tax benefit" shall mean (i) the Payments which the Executive receives or is then entitled to receive from the Company that would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income and employment taxes payable by the Executive with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (b)(i) above.

(c) All determinations under this Section 9 will be made by an accounting firm or law firm (the "280G Firm") that is mutually agreed to by the Executive and the Company prior to a change in ownership or control of a corporation (within the meaning of Treasury regulations under Section 280G of the Code). The 280G Firm shall be required to evaluate the extent to which payments are exempt from Section 280G of the Code as reasonable compensation for services rendered before or after the Change in Control. All fees and expenses of the 280G Firm shall be paid solely by the Company. The Company will direct the 280G Firm to submit any determination it makes under this Section 9 and detailed supporting calculations to both the Executive and the Company as soon as reasonably practicable.

(d) If the 280G Firm determines that one or more reductions are required under this Section 9, such Payments shall be reduced in the order that would provide the Executive with the largest amount of after-tax proceeds (with such order, to the extent permitted by Sections 280G and 409A of the Code, designated by the Executive, or otherwise determined by the 280G Firm) to the extent necessary so that no portion thereof shall be subject to the Excise Tax, and the Company shall pay such reduced amount to the Executive. The Executive shall at any time have the unilateral right to forfeit any equity award in whole or in part.

(e) As a result of the uncertainty in the application of Section 280G of the Code at the time that the 280G Firm makes its determinations under this Section 9, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Executive (collectively, the "Underpayments"). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Executive or the Company, which assertion the 280G Firm believes has a high probability of success or is otherwise based on controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay the Overpayment to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G Firm will notify the Executive and the Company of that determination, and the Company will promptly pay the amount of that Underpayment to the Executive without interest.

(f) The Executive and the Company will provide the 280G Firm access to and copies of any books, records, and

documents in their possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 9. For purposes of making the calculations required by this Section 9, the 280G Firm may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code.

10. Indemnification. The Company and the Executive acknowledge that they have entered into an Indemnification Agreement, dated as of August 8, 2018 (the "Indemnification Agreement").

11. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, electronically mailed, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier, addressed as follows:

(i) If to the Company:

Lightbridge Corporation
11710 Plaza America Drive
Suite 2000
Reston, VA 20190
Attn: Executive Chairman

(ii) If to the Executive:

To his office or email address at the Company (so long as the Executive is then still a Company service provider) or to the address and/or personal email address last shown on the Company's records.

Each party may designate by notice in writing a new address or email address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email sent time-stamp, or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

13. Effect on Other Agreements. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including, without limitation, the Existing Agreement.

14. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 4(e), 7, 8, 9, 11, 12, 13, 15, 16, 17, 19, 20 and 22 hereof and this Section 14 shall survive the termination of employment of the Executive.

15. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (i) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder, and (ii) the rights and obligations of the Company hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company or similar transaction involving the Company or a successor entity. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

16. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives and permitted successors and assigns.

17. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

18. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

19. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

20. Arbitration. Any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to and decided by binding arbitration in the County of Fairfax, Virginia before a single arbitrator selected jointly by the parties, or, if the parties cannot agree on the selection of the arbitrator, as selected by the American Arbitration Association. Arbitration shall be administered exclusively by the American Arbitration Association and shall be conducted in accordance with the rules for the resolution of employment disputes (previously titled the National Rules for the Resolution of Employment Disputes) as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the parties.

21. Counterparts. This Agreement may be executed in two counterparts (including via facsimile and/or .pdf), each of which

shall be an original and all of which together shall be deemed to constitute one and the same instrument.

22. Withholding. The Company may withhold from any benefit payment or any other payment or amount under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

LIGHTBRIDGE CORPORATION

/s/ Thomas Graham,
Thomas Graham, Jr.
Executive Chairman

EXECUTIVE

/s/ Seth Grae
Seth Grae, President and CEO

EXHIBIT A

Prior Inventions

EXHIBIT B

General Release of Claims

Consistent with Section 7 of the Employment Agreement, dated August 8, 2018, among me and Lightbridge Corporation (the "Employment Agreement"), and in consideration for and contingent upon my receipt of the Severance Payments set forth in Section 7 of the Employment Agreement, I, for myself, my attorneys, heirs, executors, administrators, successors, and assigns, do hereby fully and forever release and discharge Lightbridge Corporation (the "Company") and its past, current and future affiliated entities, as well as their predecessors, successors, assigns, and their past, current and former directors, officers, partners, agents, employees, attorneys, and administrators from all suits, causes of action, and/or claims, demands or entitlements of any nature whatsoever, whether known, unknown, or unforeseen, which I have or may have against any of them arising out of or in connection with my employment by the Company, the Employment Agreement, the termination of my employment with the Company, or any event, transaction, or matter occurring or existing on or before the date of my signing of this General Release related to the Company, except that I am not releasing (i) any claims arising under the Indemnification Agreement, (ii) any claims relating to any rights I may have to payments pursuant to Section 7 of the Employment Agreement, or (iii) any claims arising after the date of my signing this General Release. I agree not to file or otherwise institute any claim, demand or lawsuit seeking damages or other relief and not to otherwise assert any claims, demands or entitlements that are released herein. I further hereby irrevocably and unconditionally waive any and all rights to recover any relief or

damages concerning the claims, demands or entitlements that are released herein. I represent and warrant that I have not previously filed or joined in any such claims, demands or entitlements against the Company or the other persons or entities released herein and that I will indemnify and hold them harmless from all liabilities, claims, demands, costs, expenses and/or attorney's fees incurred as a result of any such claims, demands or lawsuits.

This General Release specifically includes, but is not limited to, all claims of breach of contract, employment discrimination (including but not limited to any claims coming within the scope of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, all as amended, or any other applicable federal, state, or local law), claims under the Worker Adjustment and Retraining Notification Act, claims under the Sarbanes-Oxley Act of 2002, including the Corporate and Criminal Fraud Accountability Act, claims under the Employee Retirement Income Security Act, as amended, claims for wrongful discharge in violation of public policy, claims under the Virginians with Disabilities Act, the Virginia Human Rights Act, the Virginia Equal Pay Act, the Virginia Genetic Testing Law, the Virginia Occupational Safety and Health Act, and the Virginia Right to Work Law, all as amended, claims for breach of express or implied contract, claims concerning recruitment, hiring, termination, salary rate, severance pay, stock options, wages or benefits due, sick leave, holiday pay, vacation pay, life insurance, group medical insurance, any other fringe benefits, worker's compensation, termination, employment status, libel, slander, defamation, intentional or negligent misrepresentation and/or infliction of emotional distress, together with any and all tort, contract, or other claims which might have been asserted by me or on my behalf in any suit, charge of discrimination, or claim against the Company or the persons or entities released herein.

The Company and I acknowledge that different or additional facts may be discovered in addition to what we now know or believe to be true with respect to the matters released in this General Release, and we agree that this General Release shall be and remain in effect in all respects as a complete and final release of the matters released, notwithstanding any different or additional facts.

Claims Excluded from this Release: However, notwithstanding the foregoing, nothing in this General Release shall be construed to waive any right that is not subject to waiver by private agreement, including, without limitation, any claims arising under state unemployment insurance or workers compensation laws. I understand that rights or claims under the Age Discrimination in Employment Act that may arise after I execute this General Release are not waived. Likewise, nothing in this General Release shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the SEC, EEOC, NLRB, or any comparable state or local agency. Notwithstanding the foregoing, to the extent that the Company makes any claims against me, nothing in this General Release shall be construed to prohibit me from asserting counterclaims, making cross-claims, or otherwise defending myself, in any case solely with respect to such claims.

I acknowledge that I have been given an opportunity of twenty-one (21) days to consider this General Release and that I have been encouraged by the Company to discuss fully the terms of this General Release with legal counsel of my own choosing. Moreover, for a period of seven (7) days following my execution of this General Release, I shall have the right to revoke the waiver of claims arising under the Age Discrimination in Employment Act, a federal statute that prohibits employers from discriminating against employees who are age 40 or over. If I elect to revoke this General Release in whole or in part within this seven-day period, I must inform the Company by delivering a written notice of revocation to the Company's Executive Chairman, 11710 Plaza America Drive,

Suite 2000, Reston, VA 20190, no later than 11:59 p.m. on the seventh calendar day after I sign this General Release. I understand that, if I elect to exercise this revocation right, this General Release shall be voided in its entirety at the election of the Company and the Company shall be relieved of all obligations to make the Severance Payments described in Section 7 of the Employment Agreement. I may, if I wish, elect to sign this General Release prior to the expiration of the 21-day consideration period, and I agree that if I elect to do so, my election is made freely and voluntarily and after having an opportunity to consult counsel. I understand that nothing herein prevents me from challenging the validity of my release with respect to the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, in each case, as amended, although I acknowledge and I agree that I intend that this General Release act as a full release under those statutes.

AGREED: _____ DATE:_____

EXHIBIT 10.3

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the 8th day of August, 2018, by and between Lightbridge Corporation, a Nevada corporation ("the "Company"), and Andrey Mushakov, an individual (the "Executive").

WHEREAS, the Executive currently serves as the Executive Vice President, International Nuclear Operations of the Company pursuant to that certain Employment Agreement entered into between the Executive and the Company, dated as of July 27, 2006 (the "Existing Agreement"); and

WHEREAS, the Company and the Executive desire to enter into this Agreement to replace the Existing Agreement in its entirety and to set forth the terms and conditions for the continued employment relationship of the Executive with the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment Agreement. On the terms and conditions set forth in this Agreement, the Company agrees to continue to employ the Executive and the Executive agrees to continue to be employed by the Company for the Employment Period set forth in Section 2 and in the position and with the duties set forth in Section 3.

2. Term. The term of employment under this Agreement shall be for a period beginning on August 8, 2018 (the "Effective Date"), and ending on the fifth anniversary thereof, unless sooner terminated as hereinafter set forth; provided that, on such fifth anniversary of the Effective Date and on each annual anniversary thereafter (such date and each annual anniversary thereof, a "Renewal Date"), the Agreement shall be deemed to be automatically extended upon the same terms and conditions (except for such terms and conditions that expire prior to any extension period), for successive periods of one year, unless the Company or the Executive provides written notice of its intention not to extend the term of the Agreement at least 90 days prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Period."

3. Position and Duties. During the Employment Period, the Executive shall serve as the Executive Vice President, Nuclear Operations of the Company. In such capacity, the Executive shall report directly to the Chief Executive Officer of the Company (the "CEO"). During the Employment Period, the Executive shall have the duties, responsibilities and authority as shall be consistent with the Executive's position and such other duties, responsibilities and authority as may be assigned to the Executive from time to time by the CEO. For the avoidance of doubt, the Executive's duties hereunder may include, without limitation, performing work for, and participating in activities related to, Enfission, LLC ("Enfission"). During the Employment Period, the Executive shall devote substantially all of the Executive's business efforts to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company and Enfission, provided that in no event shall this sentence prohibit the Executive from creating and managing his personal and family investments or participating in activities involving professional, charitable, educational or religious organizations, so long as such personal or family investments and other activities (i) do not interfere with the Executive's

duties hereunder or violate any of the provisions of Section 8 herein, and (ii) comply with the Company's Code of Business Conduct and Ethics and other policies of the Company as in effect from time to time. The Executive may serve on the board of directors of other publicly-traded companies with the prior written approval of the Board, provided that the Executive agrees to resign such service in the event the Board reasonably determines that such service interferes with the Executive's duties hereunder. The Executive shall, if requested by the Board, also serve as an officer or director of any affiliate of the Company for no additional compensation.

4. Compensation and Benefits.

(a) Base Salary. Commencing as of the Effective Date and during the Employment Period, the Company shall pay to the Executive a base salary at the rate of no less than $286,443.00 per calendar year (the "Base Salary"), less applicable deductions. The Base Salary shall be reviewed by the Compensation Committee of the Board (the "Compensation Committee") no less frequently than annually and may be increased (but not decreased) in the discretion of the Compensation Committee. Any such increased Base Salary shall constitute the "Base Salary" for purposes of this Agreement. The Base Salary shall be paid in substantially equal installments in accordance with the Company's regular payroll procedures.

(b) Annual Bonus. For each calendar year that ends during the Employment Period, commencing with the 2018 calendar year, the Executive shall be eligible to receive an annual bonus pursuant to, and subject to the terms of, the Company's short-term incentive compensation plan in effect from time to time. The amount of any such annual bonus paid to the Executive during the Employment Period shall be determined by the Compensation Committee based on the achievement of performance goals that are established by the Compensation Committee. The Executive's target annual bonus amount shall be 50% of Base Salary. Except as otherwise provided in this Agreement, the Executive must remain employed with the Company through the date that the bonus is paid to the Executive in order to be eligible to receive an annual bonus with respect to such calendar year. Any annual bonus payable to the Executive hereunder shall be paid at the time bonuses are otherwise paid to other executive officers of the Company.

(c) Long-Term Incentives. With respect to each calendar year that ends during the Employment Period, commencing with the 2018 calendar year, the Executive shall be eligible to earn an annual long-term incentive award, subject to the Compensation Committee's discretion to grant such awards, based upon a target award opportunity equal to 50% of Base Salary, and subject to attainment of such goals, criteria or targets established by the Compensation Committee in respect of each such calendar year. The preceding sentence shall not limit any power or discretion of the Board of Directors of the Company or the Compensation Committee in the administration of any long-term incentive plan, it being understood, specifically, that the Compensation Committee may adjust up or down the target award opportunity made in respect of any calendar year based on its evaluation of the Executive's performance or any economic, financial or market conditions affecting the Company, so that the actual benefits conveyed to the Executive in respect of any such awards may be less than, greater than or equal to the targeted award opportunity. Each such award granted to the Executive shall be subject to the terms and conditions of the incentive plan pursuant to which it is granted and such other terms and conditions as are established by the Compensation Committee and set forth in an award agreement evidencing the grant of such award.

(d) Employee Benefits; Perquisites. During the Employment Period, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time, that are generally made available to senior executives of the Company, subject to the satisfaction of any eligibility requirements and any other terms and conditions of such plans, practices and programs. During the Employment Period, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices and policies of the Company, and to the extent such fringe benefits or perquisites (or both) are generally made available to senior executives of the Company. During the Employment Period, the Executive shall be entitled to no less than four weeks of paid vacation time per year, as determined in accordance with the Company's vacation policies in effect from

time to time, which may be taken at such times as the Executive elects with due regard to the needs of the Company. For the avoidance of doubt, the closure of the Company's offices from Christmas through New Year's Day each calendar year shall not count toward the Executive's paid vacation time. The Company reserves the right to amend, modify or cancel any employee benefit plans, practices and programs, and any fringe benefits and perquisites, at any time and without the consent of the Executive.

(e) Clawback/Recoupment. Notwithstanding any other provision in this Agreement to the contrary, any compensation paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company shall be subject to mandatory repayment by the Executive to the Company, to the extent any such compensation paid to the Executive is, or in the future becomes, subject to (i) any clawback or recoupment policy adopted by the Company, or (ii) any law, government regulation or stock exchange listing requirement which imposes mandatory recoupment, under circumstances set forth in such law, government regulation or stock exchange listing requirement.

5. Expenses. The Company shall reimburse the Executive for all reasonable and necessary expenses actually incurred in performance of the Executive's duties under this Agreement, in accordance with policies which may be adopted from time to time by the Company.

6. Termination of Employment.

(a) Permitted Terminations. The Executive's employment is "at will" and may be terminated by either the Executive or the Company at any time and for any or no reason, subject to the following:

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death;

(ii) By the Company.

(A) Disability. The Company may terminate the Executive's employment due to the Executive's Disability while such Disability exists.

For purposes of this Agreement, "Disability" means a "disability" that entitles the Executive to benefits under the applicable Company long-term disability plan covering the Executive and, in the absence of such a plan, that the Executive shall have been unable, due to physical or mental incapacity, to substantially perform the Executive's duties and responsibilities hereunder for 180 days out of any 365 day period or for 120 consecutive days. The Executive agrees, in the event of any question as to the existence, extent or potentiality of the Executive's Disability upon which the Company and the Executive cannot agree shall be resolved by a qualified, independent physician mutually agreed to by the Company and the Executive, the cost of such examination to be paid by the Company. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act (to the extent applicable) and any applicable state or local laws. Until such termination, the Executive shall continue to receive his compensation and benefits hereunder, reduced by any benefits payable to him under any Company-provided disability insurance policy or plan applicable to him; or

(B) Cause. The Company may terminate the Executive's employment at any time for Cause or without Cause.

For purposes of this Agreement, "Cause" shall be limited to the following events: (i) the Executive's gross negligence or willful misconduct in the performance of his duties, (ii) the Executive's conviction of, or plea of guilty or nolo contendere to, a misdemeanor involving moral turpitude that has a substantial adverse effect on the Executive's qualifications or ability to perform his duties or any felony, (iii) the Executive's willful and continued failure to perform his duties hereunder (other than such failure resulting from the Executive's incapacity due to physical or mental illness) within 30 days after the Board delivers to him a written demand for performance that specifically identifies the actions to be performed; (iv) the Executive's willful violation of material policy of the Company to which the Executive is bound, including the Company's Code of Business Conduct and Ethics, or (v) the Executive's material breach of this Agreement. Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of resolutions duly adopted by the affirmative votes of not less than a majority of the Board

(after reasonable written notice is provided to the Executive and the Executive is given a reasonable opportunity, together with counsel, to be heard before the Board), finding that the Executive has engaged in the conduct described in any of (i)-(v) above. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, or for a termination under clause (ii), the Executive shall have thirty (30) days from the delivery of written notice by the Board within which to cure any acts constituting Cause. For purposes of this provision, no act or failure to act on Executive's part will be considered "willful" unless it is done, or omitted to be done, in bad faith or without reasonable belief that the action or omission was in the best interests of the Company.

(iii) By the Executive. The Executive may terminate his employment for any reason (including Good Reason) or for no reason. If the Executive terminates his employment without Good Reason, then he shall provide written notice to the Company at least thirty (30) days prior to the Date of Termination.

For purposes of this Agreement, "Good Reason" means (i) any diminution in the Executive's title or reporting relationships, (ii) a substantial diminution in the Executive's duties, authority or responsibilities, (iii) the relocation of the Executive's principal place of employment by more than fifty (50) miles, (iv) a reduction of the Executive's Base Salary or target annual bonus opportunity, other than a uniform reduction applied to substantially all senior executive officers of the Company that does not result in a reduction of the Executive's Base Salary by more than five percent (5%) or a reduction of the Executive's target annual bonus opportunity by more than five (5) percentage points, or (v) a material breach by the Company of this Agreement. In order to invoke a termination for Good Reason, the Executive must deliver a written notice of the grounds for such termination within ninety (90) days of the initial existence of the event giving rise to Good Reason and the Company shall have thirty (30) days to cure the circumstances. In order to terminate his employment, if at all, for Good Reason, the Executive must terminate employment within sixty (60) days of the end of the cure period if the circumstances giving rise to Good Reason have not been cured.

(b) Termination. Any termination of the Executive's employment by the Company or the Executive (other than because of the Executive's death) shall be communicated by a written Notice of Termination to the other party hereto in accordance with the requirements of this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, if any, and shall, in the case of termination for "Cause" or for "Good Reason," set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment. Termination of the Executive's employment shall take effect on the Date of Termination.

For purposes of this Agreement, "Date of Termination" means (i) if the Executive's employment is terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated because of the Executive's Disability pursuant to Section 6(a)(ii)(A), thirty (30) days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such thirty (30)-day period with reasonable accommodation; (iii) if the Executive's employment is terminated due to the Company's or the Executive's failure to extend the term of the Agreement pursuant to Section 2, the applicable Renewal Date; or (iv) if the Executive's employment is terminated by the Company pursuant to Section 6(a)(ii)(B) or by the Executive pursuant to Section 6(a)(iii), the date specified in the Notice of Termination. Notwithstanding any provision of this Agreement to the contrary, for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and guidance promulgated thereunder (collectively "Section 409A"), references to the Executive's termination of employment (and corollary terms) with the Company shall be construed to refer to the Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Company.

(c) Resignation of All Other Positions. Upon termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as a director, officer or employee of the Company or any Company Affiliate and as a fiduciary with respect to any benefit plan (or related trust) sponsored by the Company or any Company Affiliate. The Executive agrees to execute any letter consistent with the foregoing that the Company or any Company Affiliate may reasonably request. For purposes of this Agreement, "Company Affiliate" means any entity controlled by, in control of, or under common control with, the Company, including without limitation, its wholly-owned subsidiaries Lightbridge International Holding, LLC and Thorium Power, Inc.

7. Compensation Upon Termination.

(a) Death. If the Executive's employment is terminated during the Employment Period as a result of the Executive's death, this Agreement and the Employment Period shall terminate without further notice or any action required by the Company or the Executive's legal representatives. Upon the Executive's death, the Company shall pay to the Executive's legal representative or estate, as applicable, (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination at the time such payments are due. The rights of the Executive's legal representative or estate, as applicable, with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreement. For purposes of this Agreement, "Accrued Benefits" means (v) any compensation deferred by the Executive prior to the Date of Termination and not paid by the Company or otherwise specifically addressed by this Agreement; (w) any earned but unpaid annual bonus for the year preceding the year of termination, (x) any amounts or benefits owing to the Executive or to the Executive's beneficiaries under the then applicable benefit plans of the Company; (y) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 5; and (z) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Company.

(b) Disability. If the Company terminates the Executive's employment during the Employment Period because of the Executive's Disability pursuant to Section 6(a)(ii)(A), (A) the Company shall pay to the Executive (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination at the time such payments are due. The rights of the Executive with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreement. Except as set forth herein, the Company and Company Affiliates shall have no further obligations to the Executive under this Agreement upon Executive's termination due to Disability pursuant to Section 6(a)(ii)(A) other than such obligations which by their terms continue following termination of the Executive's employment.

(c) Termination by the Company for Cause, by the Executive without Good Reason, or due to the Company's or the Executive's Failure to Extend the Term. If, during the Employment Period, the Company terminates the Executive's employment for Cause pursuant to Section 6(a)(ii)(B), the Executive terminates his employment without Good Reason pursuant to Section 6(a)(iii), or, except as provided in Section 7(e) below, the Executive's employment terminates on account of either the Company's or the Executive's failure to extend the term of the Agreement pursuant to Section 2, the Company shall pay to the Executive the Executive's Base Salary due through the Date of Termination and all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, at the time such payments are due. Upon a termination of the Executive's employment by the Company for Cause or by the Executive without Good Reason, or due to the Executive's failure to extend the term of the Agreement, the Executive's rights with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreements. Except as set forth herein, the Company and Company Affiliates shall have no further obligations to the Executive under this Agreement upon such termination.

(d) Termination by the Company without Cause or by the Executive with Good Reason. If, during the Employment Period, other than as set forth in Section 7(e), the Company terminates the Executive's employment other than for Cause pursuant to Section 6(a)(ii)(B), or the Executive terminates his employment with Good Reason pursuant to Section 6(a)(iii), the Company shall pay to the Executive (x) the Executive's Base Salary due through the Date of Termination and (y) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, in each case at the time such payments are due. The Executive shall also be entitled to receive, subject to his compliance with the restrictive covenants in Section 8 and his execution and non-revocation of the release described in Section 7(f), the following severance payments and benefits:

(i) an amount equal to one (1) times the sum of (A) the Executive's Base Salary at the rate in effect on the Date of Termination and (B) the amount of the Executive's annual target bonus for the calendar year in which the Date of Termination occurs (the "Target Bonus"), payable in substantially equal installments in accordance with the Company's regular payroll procedures over the twelve (12) month period following the Date of Termination, commencing on the first payroll date that occurs on or after the Release Effective Date (as defined below), provided that the initial payment will include a catch-up payment to cover the period between the Date of Termination and the date of such first payment, and the remaining amounts shall be paid over the remainder of such twelve (12) month period;

(ii) a lump sum payment equal to the product of (x) the Target Bonus and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable on the first payroll date that occurs on or after the Release Effective Date;

(iii) provided the Executive and his eligible dependents timely and properly elect to continue health care coverage under COBRA, the Executive and such eligible dependents shall be entitled to continue to participate in such basic medical, dental and vision programs of the Company as in effect from time to time, on the same terms and conditions as applicable to active senior executives of the Company, for twelve (12) months or, if earlier, until the date the Executive becomes eligible to receive comparable coverage from another Company or is otherwise no longer eligible to receive COBRA continuation coverage; provided, however, in the event the Company determines that such provisions would subject the Executive to taxation under Section 105(h) of the Code or otherwise violate any healthcare law or regulations, then, in lieu of such continued participation in the basic medical, dental and vision

programs, the Executive shall be entitled to receive a lump sum payment equal to the portion of the Executive's COBRA premiums equal to 12 months of the Company subsidy of group health plan premiums for the Executive and his eligible dependents, subject to applicable withholdings, which amount shall be paid on the first payroll date that occurs on or after the Release Effective Date; and

(iv) the Executive's rights with respect to equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreements.

(e) Termination by the Company without Cause, due to the Company's Failure to Extend the Term or by the Executive with Good Reason in connection with a Change in Control. If, during the Employment Period, the Company terminates the Executive's employment other than for Cause pursuant to Section 6(a)(ii)(B), the Executive's employment terminates on account of the Company's failure to extend the term of the Agreement pursuant to Section 2, or the Executive terminates his employment with Good Reason pursuant to Section 6(a)(iii), in each case on or within twenty-four (24) months following the occurrence of a Change in Control (as defined in the Company's 2015 Equity Incentive Plan), the Company shall pay to the Executive (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, in each case at the time such payments are due. The Executive shall also be entitled to receive, subject to his compliance with the restrictive covenants in Section 8 and his execution and non-revocation of the release described in Section 7(f), the following severance payments and benefits:

(i) an amount equal to two (2) times the sum of (A) the Executive's Base Salary at the rate in effect on the Date of Termination and (B) the amount of the Target Bonus, payable in single lump sum on the first payroll date that occurs on or after the Release Effective Date;

(ii) a lump sum payment equal to the product of (x) the Target Bonus and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable on the first payroll date that occurs on or after the Release Effective Date;

(iii) provided the Executive and his eligible dependents timely and properly elect to continue health care coverage under COBRA, the Executive and such eligible dependents shall be entitled to continue to participate in such basic medical, dental and vision programs of the Company as in effect from time to time, on the same terms and conditions as applicable to active senior executives of the Company, for eighteen (18) months or, if earlier, until the date the Executive becomes eligible to receive comparable coverage from another Company or is otherwise no longer eligible to receive COBRA continuation coverage; provided, however, in the event the Company determines that such provisions would subject the Executive to taxation under Section 105(h) of the Code or otherwise violate any healthcare law or regulations, then, in lieu of such continued participation in the basic medical, dental and vision programs, the Executive shall be entitled to receive a lump sum payment equal to the portion of the Executive's COBRA premiums equal to eighteen (18) months of the Company subsidy of group health plan premiums for the Executive and his eligible dependents, subject to applicable withholdings, which amount shall be paid on the first payroll date that occurs on or after the Release Effective Date; and

(iv) all of the Executive's then-outstanding equity awards granted to the Executive by the Company shall become immediately fully vested, with any outstanding performance-based equity awards becoming fully vested based on the target level of performance.

Notwithstanding anything in Section 7(e)(i) to the contrary, if the Change in Control does not constitute a change in ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A(a)(2)(A)(v) of the Code and its corresponding regulations, in the event that the Executive is entitled to the amounts set forth above in Section 7(e)(i) as a result of a termination of Executive's employment on or within twenty-four (24) months following the date of the Change in Control, and any portion of the severance benefit payable to the Executive pursuant to Section 7(d)(i) is deemed to constitute deferred compensation subject to the requirements of Section 409A at the time of the Executive's termination, such portion that constitutes deferred compensation shall reduce the amount that is paid in a lump sum as provided above in Section 7(e)(i) and such deferred compensation portion shall instead be paid in substantially equal installments over the installment period as described in Section 7(d)(i).

(f) Release. The Executive agrees that, as a condition to receiving the severance payments and benefits set forth in Section 7(d) or Section 7(e), as applicable (the "Severance Payments"), the Executive will execute a release of claims substantially in the form of the release attached hereto as Exhibit B (except as may be revised to reasonably reflect changes in applicable law) and such other instruments or documents as are required by the terms of this Agreement. Within two business days of the Date of Termination, the Company shall deliver to the Executive the release for the Executive to execute. The Executive will forfeit all rights to the Severance Payments unless, within sixty (60) days of delivery of the release by the Company to the Executive (such period, the "Release Period"), (i) the Executive executes and delivers the release to the Company and (ii) such release has become fully effective and irrevocable by virtue of the expiration of the revocation period without the release having been revoked (the first such date, the "Release Effective Date"). The Company's obligation to pay the Severance Payments is subject to the occurrence of the Release Effective Date, and if the Release Effective Date does not occur, then the Company shall have no obligation to pay the Severance Payments. Notwithstanding anything contained herein to the contrary, in the event that the period during which the Executive may review and revoke the Release begins in one calendar year and ends in the following calendar year, any severance payments hereunder that constitute non-qualified deferred compensation subject to Section 409A shall be paid to the Executive no earlier than January 1 of the second calendar year.

(g) No Offset. In the event of termination of his employment, the Executive shall be under no obligation to seek other employment or take any other action to mitigate any amounts owed to the Executive under this Agreement and, except as otherwise expressly provided herein, there shall be no offset against amounts due to him on account of any remuneration or benefits provided by any subsequent employment he may obtain. The Company's and Company Affiliates' obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or the Company Affiliates may have against him for any reason.

(h) Section 409A. The payments and benefits to be provided to the Executive pursuant to this Agreement are intended to comply with, or be exempt from, Section 409A and will be interpreted, administered and operated in a manner consistent with that intent. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A, and the Company concurs with such belief or the Company independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to try to comply with Section 409A through good faith modification to the maximum extent reasonably appropriate to comply with Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A.

(i) For purposes of Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(ii) The Executive will be deemed to have a Date of Termination for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A.

(iii) Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive's separation from service, (x) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (y) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the "Delay Period"), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period (or upon the Executive's death, if earlier). To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a "separation from service," and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

(iv) To the extent necessary to comply with Section 409A, (A) any amount that the Executive is entitled to be reimbursed under this Agreement will be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (B) any right to reimbursement or in kind benefits will not be subject to liquidation or exchange for another benefit, and (C) the amount of the expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year.

(v) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company. No payment subject to the application of Section 409A shall be accelerated, offset or assigned accept in compliance with all requirements of Section 409A.

8. Covenants. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Company Confidential Information and will occupy a

position of trust and confidence with respect to the Company's affairs and business and the affairs and business of Company Affiliates. For purposes of this Agreement, "Company Confidential Information" means information known to the Executive to constitute confidential or proprietary information belonging to the Company or Company Affiliates or other non-public information, trade secrets, intellectual property, confidential financial information, operating budgets, strategic plans or research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending transaction between Company or any Company Affiliate and an existing or pending client or customer or other person or entity, in each case, received by the Executive in the course of his employment by the Company or in connection with his duties with the Company. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company or any Company Affiliate operates and information or knowledge possessed by the Executive prior to his employment by the Company, shall not be considered Company Confidential Information. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Company Confidential Information and to protect the Company and Company Affiliates against harmful solicitation of employees and customers, harmful effects on operations and other actions by the Executive that would result in serious adverse consequences for the Company and Company Affiliates:

(a) Non-Disclosure.

(i) During and after the Executive's employment with the Company or Company Affiliates, the Executive will not knowingly, directly or indirectly through an intermediary, use, disclose or transfer any Company Confidential Information other than as authorized in writing by the Company or Company Affiliates, or if such use, disclosure or transfer is during such employment and within the scope of the Executive's duties with the Company or Company Affiliates as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 8(a) shall not apply (i) when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information; (ii) with respect to any other litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement; (iii) as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 8(a); (iv) as to information that is or becomes available to the Executive on a non-confidential basis from a source which is entitled to disclose it to the Executive; or (v) as to information that the Executive possessed prior to the commencement of employment with the Company. In the event the Executive is required or compelled by legal process to disclose any Company Confidential Information, to the extent the Executive is legally permitted to do so, he will promptly inform the Company so that the Company may, at its own expense, present and preserve any objections that it may have to such disclosure and/or seek an appropriate protective order. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company's legal department to make any such reports or disclosures and the Executive is not required to notify the Company that the Executive has made such reports or disclosures.

(ii) Pursuant to 18 U.S.C. § 1833(b), an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (A) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

(b) Materials. The Executive will not remove, directly or indirectly through an intermediary, any Company Confidential Information or any other property of the Company or any Company Affiliate from the Company's or Company Affiliate's premises or make copies of such materials except for normal and customary use in the Company's or Company Affiliate's business as determined reasonably and in good faith by the Executive. The Company acknowledges that the Executive, in the ordinary course of his duties, routinely uses and stores Company Confidential Information at home and other locations. The Executive will return to the Company all Company Confidential Information and copies thereof and all other property of the Company or any Company Affiliate at any time upon the request of the Company and in any event promptly after termination of the Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Company any copies of any Company Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 8(b) shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature, including diaries, calendars and Rolodexes (including his electronic address books), information relating to his compensation or relating to reimbursement of expenses, information that he reasonably believes may be needed for tax purposes, and copies of plans, programs and agreements relating to his

employment.

(c) No Solicitation or Hiring of Employees. During the period commencing on the Effective Date and ending twelve (12) months after the Executive's Date of Termination (the "Restricted Period"), the Executive shall not, directly or indirectly through an intermediary, solicit, entice, persuade or induce any individual who is employed by the Company or any Company Affiliate (or who was so employed within twelve (12) months prior to the Executive's action, other than any such individual whose employment was involuntarily terminated by the Company or any Company Affiliate) to terminate or refrain from continuing such employment or to become employed by or enter into contractual relations with any other individual or entity other than the Company or Company Affiliates, and the Executive shall not hire, directly or indirectly, as an employee, consultant or otherwise, any such person. Anything to the contrary notwithstanding, the Company agrees that (i) the Executive's responding to an unsolicited request for an employment reference regarding any former employee of the Company or any Company Affiliate from such former employee, or from a third party, by providing a reference setting forth his personal views about such former employee, or (ii) hiring or retaining any current or former employee or consultant of the Company or any Company Affiliate who responds to a general advertisement for employment that was not specifically directed at such employees or consultants of the Company or any Company Affiliate, shall not be deemed a violation of this Section 8(c).

(d) Non-Competition. During the Restricted Period, the Executive shall not, directly or indirectly through an intermediary, (A) solicit or encourage any client or customer of the Company or any Company Affiliate, or any person or entity who was a client or customer within twelve (12) months prior to Executive's action, to terminate, reduce or alter in a manner adverse to the Company or any Company Affiliate any existing business arrangements with the Company or any Company Affiliate or to transfer existing business from the Company or any Company Affiliate to any other person or entity, or (B) without the prior written consent of the Board, which consent shall not be unreasonably withheld, be engaged by, or have a financial or any other interest in, the portion of any corporation, firm, partnership, proprietorship or other business entity or enterprise, whether as a principal, agent, employee, director, consultant, stockholder, partner or in any other capacity, which competes with the Company or any Company Affiliate in any business conducted by the Company or any Company Affiliate as of the Effective Date or in any business acquired or developed by the Company or any Company Affiliate after the Effective Date and on or before the Date of Termination; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as his direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity and, while employed by the Company does not otherwise violate any Company or Company Affiliate policy applicable to the Executive. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the Restricted Period, he will provide a copy of this Agreement to such entity. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Company and Company Affiliates, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(e) Non-Disparagement. During the period commencing on the Effective Date and continuing thereafter, the Executive, other than in the good faith performance of his duties for the Company, shall not initiate, participate or engage in any communication whatsoever that could reasonably be interpreted as derogatory or disparaging to the Company or any Company Affiliate, as applicable, including but not limited to the business, practices, policies, or, as such, shareholders, partners, members, directors, managers, officers and employees of the Company or any Company Affiliate. The foregoing shall not be violated by (i) truthful statements by the Executive in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or (ii) the Executive rebutting false or misleading statements made by others.

(f) Inventions. The Executive agrees that all inventions, discoveries, improvements and patentable or copyrightable works ("Inventions") initiated, conceived or made by him in the course of his employment with the Company, either alone or in conjunction with others, shall be the sole property of the Company to the maximum extent permitted by applicable law and, to the extent permitted by law, shall be "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). The Company shall be the sole owner of all patents, copyrights, trade secret rights, and other intellectual property or other rights in connection therewith; provided, however that this Section 8(f) shall not apply to Inventions which are not related to the business of the Company and which are made and conceived by the Executive not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Company Confidential Information. Subject to the foregoing, the Executive hereby assigns to the Company all right, title and interest he may have or acquire in all Inventions; provided, however, that the Board may in its sole discretion agree to waive the Company's rights pursuant to this Section 8(f). The Executive agrees to cooperate reasonably with the Company and at the Company's expense, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents, trademarks and other intellectual property rights (both in the United States and foreign countries) relating to the Inventions. The Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, that the Company reasonably may deem necessary or desirable in order to protect its rights and interests in any Inventions. The Executive further agrees that if the Company is unable, after reasonable effort, to secure the Executive's signature on any such papers, any officer of the Company shall be entitled to execute such papers as his agent and attorney-in-fact and the Executive hereby irrevocably designates and appoints each officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf and to take any and all actions as the Company reasonably may deem necessary or desirable in order to protect its rights and interests in any Inventions, under the conditions described in this Section 8(f). The Executive will not assert any rights to any invention, discovery, idea or improvement relating to the business of the Company or to his duties hereunder as having been made or acquired by the Executive prior to his work for the Company, except for the matters, if any, described in Exhibit A attached hereto. The Executive agrees that he will promptly disclose to the Company all Inventions initiated, made, conceived or reduced to practice by him, either alone or jointly with others, during the Employment Period.

(g) Cooperation. The parties agree that certain matters in which the Executive will be involved during the Employment Period may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Company, the Executive shall cooperate with the Company, Company Affiliates and its or their counsel, including information requests relating to the business or affairs of the Company, as well as any investigation, litigation, arbitration or other proceeding related to the business or affairs of the Company, other than in connection with any dispute between the Executive and the Company or any Company Affiliate; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's business or personal affairs, including limiting Executive's travel to the extent reasonably possible. The cooperation includes the Executive making himself available for reasonable periods of time (with due regard for his other commitments) upon reasonable notice to the Executive in any such litigation or investigation and providing testimony before or during such litigation or investigation. The Company shall reimburse the Executive for reasonable out-of-pocket expenses incurred in connection with such cooperation; provided that, if the Company requires the Executive to devote significant time to such cooperation, the Company and the Executive will establish in good faith a reasonable hourly or daily rate for the time spent by the Executive on such cooperation, based on the Executive's Base Salary as of the termination date.

(h) Enforcement. The Executive acknowledges that in the event of any breach of this Section 8, the business interests of the Company and the Company Affiliates will be irreparably injured, the full extent of the damages to the Company and the Company Affiliates will be impossible to ascertain, monetary damages will not be an adequate remedy for the Company and the Company Affiliates, and the Company will be entitled to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agree that each of the Executive's obligations specified in this Agreement are separate and independent covenants and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. The Executive further agrees that any breach of this Agreement by the Company prior to the Date of Termination shall not release the Executive from compliance with his obligations under this Section 8, as long as the Company fully complies with Section 7.

The Company further agrees that any breach during the Employment Period of this Agreement by the Executive that does not result in the Executive being terminated for Cause shall not release the Company from compliance with its obligations under this Agreement. Notwithstanding the foregoing two sentences, neither the Company nor the Executive shall be precluded from pursuing judicial remedies as a result of any such breaches.

(i) Severability. If any of the restrictions or obligations contained in Section 8 shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, such provision shall be modified to be effective for the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable.

9. Section 280G.

(a) The Executive shall bear all expense of, and be solely responsible for, any excise tax imposed by Section 4999 of the Code (such excise tax being the "Excise Tax"); provided, however, that any payment or benefit received or to be received by the Executive, whether payable under the terms of this Agreement or any other plan, arrangement or agreement with Company or an affiliate of Company (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Section 280G of the Code, shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax but only if, by reason of such reduction, the net after-tax benefit received by the Executive shall exceed the net after-tax benefit that would be received by the Executive if no such reduction was made.

(b) The "net after-tax benefit" shall mean (i) the Payments which the Executive receives or is then entitled to receive from the Company that would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income and employment taxes payable by the Executive with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (b)(i) above.

(c) All determinations under this Section 9 will be made by an accounting firm or law firm (the "280G Firm") that is mutually agreed to by the Executive and the Company prior to a change in ownership or control of a corporation (within the meaning of Treasury regulations under Section 280G of the Code). The 280G Firm shall be required to evaluate the extent to which payments are exempt from Section 280G of the Code as reasonable compensation for services rendered before or after the Change in Control. All fees and expenses of the 280G Firm shall be paid solely by the Company. The Company will direct the 280G Firm to submit any determination it makes under this Section 9 and detailed supporting calculations to both the Executive and the Company as soon as reasonably practicable.

(d) If the 280G Firm determines that one or more reductions are required under this Section 9, such Payments shall be reduced in the order that would provide the Executive with the largest amount of after-tax proceeds (with such order, to the extent permitted by Sections 280G and 409A of the Code, designated by the Executive, or otherwise determined by the 280G Firm) to the extent necessary so that no portion thereof shall be subject to the Excise Tax, and the Company shall pay such reduced amount to the Executive. The Executive shall at any time have the unilateral right to forfeit any equity award in whole or in part.

(e) As a result of the uncertainty in the application of Section 280G of the Code at the time that the 280G Firm makes its determinations under this Section 9, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Executive (collectively, the "Underpayments"). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Executive or the Company, which assertion the 280G Firm believes has a high probability of success or is otherwise based on controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay the Overpayment to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G Firm will notify the Executive and the Company of that determination, and the Company will promptly pay the amount of that Underpayment to the Executive without interest.

(f) The Executive and the Company will provide the 280G Firm access to and copies of any books, records, and documents in their possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 9. For purposes of making the calculations required by this Section 9, the 280G Firm may rely on reasonable, good faith interpretations concerning the application of

Sections 280G and 4999 of the Code.

10. Indemnification. The Company and the Executive acknowledge that they have entered into an Indemnification Agreement, dated as of August 8, 2018 (the "Indemnification Agreement").

11. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, electronically mailed, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier, addressed as follows:

(i) If to the Company:

Lightbridge Corporation
11710 Plaza America Drive
Suite 2000
Reston, VA 20190
Attn: Chief Executive Officer

(ii) If to the Executive:

To his office or email address at the Company (so long as the Executive is then still a Company service provider) or to the address and/or personal email address last shown on the Company's records.

Each party may designate by notice in writing a new address or email address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email sent time-stamp, or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

13. Effect on Other Agreements. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including, without limitation, the Existing Agreement.

14. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 4(e), 7, 8, 9, 11, 12, 13, 15, 16, 17, 19, 20 and 22 hereof and this Section 14 shall survive the termination of employment of the Executive.

15. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (i) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder, and (ii) the rights and obligations of the Company hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company or similar transaction involving the Company or a successor entity. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

16. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives and permitted successors and assigns.

17. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

18. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

19. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

20. Arbitration. Any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to and decided by binding arbitration in the County of Fairfax, Virginia before a single arbitrator selected jointly by the parties, or, if the parties cannot agree on the selection of the arbitrator, as selected by the American Arbitration Association. Arbitration shall be administered exclusively by the American Arbitration Association and shall be conducted in accordance with the rules for the resolution of employment disputes (previously titled the National Rules for the Resolution of Employment Disputes) as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the parties.

21. Counterparts. This Agreement may be executed in two counterparts (including via facsimile and/or .pdf), each of which shall be an original and all of which together shall be deemed to constitute one and the same instrument.

22. Withholding. The Company may withhold from any benefit payment or any other payment or amount under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

LIGHTBRIDGE CORPORATION

/s/ Seth Grae
Seth Grae
President and Chief Executive Officer

EXECUTIVE

/s/ Andrey Mushakov
Andrey Mushakov
Executive Vice President, Nuclear Operations

EXHIBIT A

Prior Inventions

EXHIBIT B

General Release of Claims

Consistent with Section 7 of the Employment Agreement, dated August 8, 2018, among me and Lightbridge Corporation (the "Employment Agreement"), and in consideration for and contingent upon my receipt of the Severance Payments set forth in Section 7 of the Employment Agreement, I, for myself, my attorneys, heirs, executors, administrators, successors, and assigns, do hereby fully and forever release and discharge Lightbridge Corporation (the "Company") and its past, current and future affiliated entities, as well as their predecessors, successors, assigns, and their past, current and former directors, officers, partners, agents, employees, attorneys, and administrators from all suits, causes of action, and/or claims, demands or entitlements of any nature whatsoever, whether known, unknown, or unforeseen, which I have or may have against any of them arising out of or in connection with my employment by the Company, the Employment Agreement, the termination of my employment with the Company, or any event, transaction, or matter occurring or existing on or before the date of my signing of this General Release related to the Company, except that I am not releasing (i) any claims arising under the Indemnification Agreement, (ii) any claims relating to any rights I may have to payments pursuant to Section 7 of the Employment Agreement, or (iii) any claims arising after the date of my signing this General Release. I agree not to file or otherwise institute any claim, demand or lawsuit seeking damages or other relief and not to otherwise assert any claims, demands or entitlements that are released herein. I further hereby irrevocably and unconditionally waive any and all rights to recover any relief or damages concerning the claims, demands or entitlements that are released herein. I represent and warrant that I have not previously filed or joined in any such claims, demands or entitlements against the Company or the other persons or entities released herein and that I will indemnify and hold them harmless from all liabilities, claims, demands, costs, expenses and/or attorney's fees incurred as a result of any such claims, demands or lawsuits.

This General Release specifically includes, but is not limited to, all claims of breach of contract, employment discrimination (including but not limited to any claims coming within the scope of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, all as amended, or any other applicable federal, state, or local law), claims under the Worker Adjustment and Retraining Notification Act, claims under the Sarbanes-Oxley Act of 2002, including the Corporate and Criminal Fraud Accountability Act, claims under the Employee Retirement Income Security Act, as amended, claims for wrongful discharge in violation of public policy, claims under the Virginians with Disabilities Act, the Virginia Human Rights Act, the Virginia Equal Pay Act, the Virginia Genetic Testing Law, the Virginia Occupational Safety and Health Act, and the Virginia Right to Work Law, all as amended, claims for breach of express or implied contract, claims concerning recruitment, hiring, termination, salary rate, severance pay, stock options, wages or benefits due, sick leave, holiday pay, vacation pay, life insurance, group medical insurance, any other fringe benefits, worker's compensation, termination, employment status, libel, slander, defamation, intentional or negligent misrepresentation and/or infliction of emotional distress, together with any and all tort, contract, or other claims which might have been asserted by me or on my behalf in any suit, charge of discrimination, or claim against the Company or the persons or entities released herein.

The Company and I acknowledge that different or additional facts may be discovered in addition to what we now know or believe to be true with respect to the matters released in this General Release, and we agree that this General Release shall be and remain in effect in all respects as a complete and final release of the matters released, notwithstanding any different or additional facts.

Claims Excluded from this Release: However, notwithstanding the foregoing, nothing in this General Release shall be construed to waive any right that is not subject to waiver by private agreement, including, without limitation, any claims arising under state unemployment insurance or workers compensation laws. I understand that rights or claims under the Age Discrimination in Employment Act that may arise after I execute this General Release are not waived. Likewise, nothing in this General Release shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the SEC, EEOC, NLRB, or any comparable state or local agency. Notwithstanding the foregoing, to the extent that the Company makes any claims against me, nothing in this General Release shall be construed to prohibit me from asserting counterclaims, making cross-claims, or otherwise defending myself, in any case solely with respect to such claims.

I acknowledge that I have been given an opportunity of twenty-one (21) days to consider this General Release and that I have been encouraged by the Company to discuss fully the terms of this General Release with legal counsel of my own choosing. Moreover, for a period of seven (7) days following my execution of this General Release, I shall have the right to revoke the waiver of claims arising under the Age Discrimination in Employment Act, a federal statute that prohibits employers from discriminating against employees who are age 40 or over. If I elect to revoke this General Release in whole or in part within this seven-day period, I must inform the Company by delivering a written notice of revocation to the Company's Chief Executive Officer, 11710 Plaza America Drive, Suite 2000, Reston, VA 20190, no later than 11:59 p.m. on the seventh calendar day after I sign this General Release. I understand that, if I elect to exercise this revocation right, this General Release shall be voided in its entirety at the election of the Company and the Company shall be relieved of all obligations to make the Severance Payments described in Section 7 of the Employment Agreement. I may, if I wish, elect to sign this General Release prior to the expiration of the 21-day consideration period, and I agree that if I elect to do so, my election is made freely and voluntarily and after having an opportunity to consult counsel. I understand that nothing herein prevents me from challenging the validity of my release with respect to the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, in each case, as amended, although I acknowledge and I agree that I intend that this General Release act as a full release under those statutes.

AGREED: _____ DATE:_____

EXHIBIT 10.4

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the 8th day of August, 2018, by and between Lightbridge Corporation, a Nevada corporation ("the "Company"), and Larry Goldman, an individual (the "Executive").

WHEREAS, the Executive will serve as Chief Financial Officer of the Company pursuant to this Employment Agreement; and

WHEREAS, the Company and the Executive desire to enter into this Agreement to set forth the terms and conditions for the continued employment relationship of the Executive with the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1 . Employment Agreement. On the terms and conditions set forth in this Agreement, the Company agrees to continue to employ the Executive and the Executive agrees to continue to be employed by the Company for the Employment Period set forth in Section 2 and in the position and with the duties set forth in Section 3.

2. Term. The term of employment under this Agreement shall be for a period beginning on September 1, 2018 (the "Effective Date"), and ending on the fifth anniversary thereof, unless sooner terminated as hereinafter set forth; provided that, on such fifth anniversary of the Effective Date and on each annual anniversary thereafter (such date and each annual anniversary thereof, a "Renewal Date"), the Agreement shall be deemed to be automatically extended upon the same terms and conditions (except for such terms and conditions that expire prior to any extension period), for successive periods of one year, unless the Company or the Executive provides written notice of its intention not to extend the term of the Agreement at least 90 days prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Period."

3 . Position and Duties. During the Employment Period, the Executive shall serve as the Chief Financial Officer of the Company. In such capacity, the Executive shall report directly to the Chief Executive Officer of the Company (the "CEO"). During the Employment Period, the Executive shall have the duties, responsibilities and authority as shall be consistent with the Executive's position and such other duties, responsibilities and authority as may be assigned to the Executive from time to time by the CEO. For the avoidance of doubt, the Executive's duties hereunder may include, without limitation, performing work for, and participating in activities related to, Enfission, LLC ("Enfission"). During the Employment Period, the Executive shall devote substantially all of the Executive's business efforts to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company and Enfission, provided that in no event shall this sentence prohibit the Executive from creating and managing his personal and family investments or participating in activities involving professional, charitable, educational or religious organizations, so long as such personal or family investments and other professional consulting activities (i) do not interfere with the Executive's

duties hereunder or violate any of the provisions of Section 8 herein, and (ii) comply with the Company's Code of Business Conduct and Ethics and other policies of the Company as in effect from time to time. The Executive may serve on the board of directors of other publicly-traded companies with the prior written approval of the Board, provided that the Executive agrees to resign such service in the event the Board reasonably determines that such service interferes with the Executive's duties hereunder. The Executive shall, if requested by the Board, also serve as an officer or director of any affiliate of the Company for no additional compensation.

4. Compensation and Benefits.

(a) Base Salary. Commencing as of the Effective Date and during the Employment Period, the Company shall pay to the Executive a base salary at the rate of no less than $265,000.00 per calendar year (the "Base Salary"), less applicable deductions. The Base Salary shall be reviewed by the Compensation Committee of the Board (the "Compensation Committee") no less frequently than annually and may be increased (but not decreased) in the discretion of the Compensation Committee. Any such increased Base Salary shall constitute the "Base Salary" for purposes of this Agreement. The Base Salary shall be paid in substantially equal installments in accordance with the Company's regular payroll procedures.

(b) Annual Bonus. For each calendar year that ends during the Employment Period, commencing with the 2018 calendar year, the Executive shall be eligible to receive an annual bonus pursuant to, and subject to the terms of, the Company's short-term incentive compensation plan in effect from time to time. The amount of any such annual bonus paid to the Executive during the Employment Period shall be determined by the Compensation Committee based on the achievement of performance goals that are established by the Compensation Committee. The Executive's target annual bonus amount shall be 50% of Base Salary. Except as otherwise provided in this Agreement, the Executive must remain employed with the Company through the date that the bonus is paid to the Executive in order to be eligible to receive an annual bonus with respect to such calendar year. Any annual bonus payable to the Executive hereunder shall be paid at the time bonuses are otherwise paid to other executive officers of the Company.

(c) Long-Term Incentives. With respect to each calendar year that ends during the Employment Period, commencing with the 2018 calendar year, the Executive shall be eligible to earn an annual long-term incentive award, subject to the Compensation Committee's discretion to grant such awards, based upon a target award opportunity equal to 50% of Base Salary, and subject to attainment of such goals, criteria or targets established by the Compensation Committee in respect of each such calendar year. The preceding sentence shall not limit any power or discretion of the Board of Directors of the Company or the Compensation Committee in the administration of any long-term incentive plan, it being understood, specifically, that the Compensation Committee may adjust up or down the target award opportunity made in respect of any calendar year based on its evaluation of the Executive's performance or any economic, financial or market conditions affecting the Company, so that the actual benefits conveyed to the Executive in respect of any such awards may be less than, greater than or equal to the targeted award opportunity. Each such award granted to the Executive shall be subject to the terms and conditions of the incentive plan pursuant to which it is granted and such other terms and conditions as are established by the Compensation Committee and set forth in an award agreement evidencing the grant of such award.

(d) Employee Benefits; Perquisites. During the Employment Period, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time, that are generally made available to senior executives of the Company, subject to the satisfaction of any eligibility requirements and any other terms and conditions of such plans, practices and programs. During the Employment Period, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices and policies of the Company, including payment for costs of maintaining professional licenses and to the extent such fringe benefits or perquisites (or both) are generally made available to senior executives of the Company. During the Employment Period, the Executive shall be entitled to no less than four weeks of paid vacation time per year with three weeks of paid vacation in 2018, as determined in accordance with the Company's vacation policies in effect from time to time, which may be

taken at such times as the Executive elects with due regard to the needs of the Company. For the avoidance of doubt, the closure of the Company's offices from Christmas through New Year's Day each calendar year shall not count toward the Executive's paid vacation time. The Company reserves the right to amend, modify or cancel any employee benefit plans, practices and programs, and any fringe benefits and perquisites, at any time and without the consent of the Executive.

(e) Clawback/Recoupment. Notwithstanding any other provision in this Agreement to the contrary, any compensation paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company shall be subject to mandatory repayment by the Executive to the Company, to the extent any such compensation paid to the Executive is, or in the future becomes, subject to (i) any clawback or recoupment policy adopted by the Company, or (ii) any law, government regulation or stock exchange listing requirement which imposes mandatory recoupment, under circumstances set forth in such law, government regulation or stock exchange listing requirement.

5. Expenses. The Company shall reimburse the Executive for all reasonable and necessary expenses actually incurred in performance of the Executive's duties under this Agreement including all travel costs to and from Reston, Virginia, in accordance with policies which may be adopted from time to time by the Company.

6. Termination of Employment.

(a) Permitted Terminations. The Executive's employment is "at will" and may be terminated by either the Executive or the Company at any time and for any or no reason, subject to the following:

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death;

(ii) By the Company.

(A) Disability. The Company may terminate the Executive's employment due to the Executive's Disability while such Disability exists.

For purposes of this Agreement, "Disability" means a "disability" that entitles the Executive to benefits under the applicable Company long-term disability plan covering the Executive and, in the absence of such a plan, that the Executive shall have been unable, due to physical or mental incapacity, to substantially perform the Executive's duties and responsibilities hereunder for 180 days out of any 365 day period or for 120 consecutive days. The Executive agrees, in the event of any question as to the existence, extent or potentiality of the Executive's Disability upon which the Company and the Executive cannot agree shall be resolved by a qualified, independent physician mutually agreed to by the Company and the Executive, the cost of such examination to be paid by the Company. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act (to the extent applicable) and any applicable state or local laws. Until such termination, the Executive shall continue to receive his compensation and benefits hereunder, reduced by any benefits payable to him under any Company-provided disability insurance policy or plan applicable to him; or

(B) Cause. The Company may terminate the Executive's employment at any time for Cause or without Cause.

For purposes of this Agreement, "Cause" shall be limited to the following events: (i) the Executive's gross negligence or willful misconduct in the performance of his duties, (ii) the Executive's conviction of, or plea of guilty or nolo contendere to, a misdemeanor involving moral turpitude that has a substantial adverse effect on the Executive's qualifications or ability to perform his duties or any felony, (iii) the Executive's willful and continued failure to perform his duties hereunder (other than such failure resulting from the Executive's incapacity due to physical or mental illness) within 30 days after the Board delivers to him a written demand for performance that specifically identifies the actions to be performed; (iv) the Executive's willful violation of material policy of the Company to which the Executive is bound, including the Company's Code of Business Conduct and Ethics, or (v) the Executive's material breach of this Agreement. Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of resolutions duly adopted by the affirmative votes of not less than a majority of the Board

(after reasonable written notice is provided to the Executive and the Executive is given a reasonable opportunity, together with counsel, to be heard before the Board), finding that the Executive has engaged in the conduct described in any of (i)-(v) above. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, or for a termination under clause (ii), the Executive shall have thirty (30) days from the delivery of written notice by the Board within which to cure any acts constituting Cause. For purposes of this provision, no act or failure to act on Executive's part will be considered "willful" unless it is done, or omitted to be done, in bad faith or without reasonable belief that the action or omission was in the best interests of the Company.

(iii) By the Executive. The Executive may terminate his employment for any reason (including Good Reason) or for no reason. If the Executive terminates his employment without Good Reason, then he shall provide written notice to the Company at least thirty (30) days prior to the Date of Termination.

For purposes of this Agreement, "Good Reason" means (i) any diminution in the Executive's title or reporting relationships, (ii) a substantial diminution in the Executive's duties, authority or responsibilities, (iii) the relocation of the Executive's principal place of employment by more than fifty (50) miles, (iv) a reduction of the Executive's Base Salary or target annual bonus opportunity, other than a uniform reduction applied to substantially all senior executive officers of the Company that does not result in a reduction of the Executive's Base Salary by more than five percent (5%) or a reduction of the Executive's target annual bonus opportunity by more than five (5) percentage points, or (v) a material breach by the Company of this Agreement. In order to invoke a termination for Good Reason, the Executive must deliver a written notice of the grounds for such termination within ninety (90) days of the initial existence of the event giving rise to Good Reason and the Company shall have thirty (30) days to cure the circumstances. In order to terminate his employment, if at all, for Good Reason, the Executive must terminate employment within sixty (60) days of the end of the cure period if the circumstances giving rise to Good Reason have not been cured.

(b) Termination. Any termination of the Executive's employment by the Company or the Executive (other than because of the Executive's death) shall be communicated by a written Notice of Termination to the other party hereto in accordance with the requirements of this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, if any, and shall, in the case of termination for "Cause" or for "Good Reason," set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment. Termination of the Executive's employment shall take effect on the Date of Termination.

For purposes of this Agreement, "Date of Termination" means (i) if the Executive's employment is terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated because of the Executive's Disability pursuant to Section 6(a)(ii)(A), thirty (30) days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such thirty (30)-day period with reasonable accommodation; (iii) if the Executive's employment is terminated due to the Company's or the Executive's failure to extend the term of the Agreement pursuant to Section 2, the applicable Renewal Date; or (iv) if the Executive's employment is terminated by the Company pursuant to Section 6(a)(ii)(B) or by the Executive pursuant to Section 6(a)(iii), the date specified in the Notice of Termination. Notwithstanding any provision of this Agreement to the contrary, for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and guidance promulgated thereunder (collectively "Section 409A"), references to the Executive's termination of employment (and corollary terms) with the Company shall be construed to refer to the Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Company.

(c) Resignation of All Other Positions. Upon termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as a director, officer or employee of the Company or any Company Affiliate and as a fiduciary with respect to any benefit plan (or related trust) sponsored by the Company or any Company Affiliate. The Executive agrees to execute any letter consistent with the foregoing that the Company or any Company Affiliate may reasonably request. For purposes of this Agreement, "Company Affiliate" means any entity controlled by, in control of, or under common control with, the Company, including without limitation, its wholly-owned subsidiaries Lightbridge International Holding, LLC and Thorium Power, Inc.

7. Compensation Upon Termination.

(a) Death. If the Executive's employment is terminated during the Employment Period as a result of the Executive's death, this Agreement and the Employment Period shall terminate without further notice or any action required by the Company or the Executive's legal representatives. Upon the Executive's death, the Company shall pay to the Executive's legal representative or estate, as applicable, (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination at the time such payments are due. The rights of the Executive's legal representative or estate, as applicable, with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreement. For purposes of this Agreement, "Accrued Benefits" means (v) any compensation deferred by the Executive prior to the Date of Termination and not paid by the Company or otherwise specifically addressed by this Agreement; (w) any earned but unpaid annual bonus for the year preceding the year of termination, (x) any amounts or benefits owing to the Executive or to the Executive's beneficiaries under the then applicable benefit plans of the Company; (y) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 5; and (z) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Company.

(b) Disability. If the Company terminates the Executive's employment during the Employment Period because of the Executive's Disability pursuant to Section 6(a)(ii)(A), (A) the Company shall pay to the Executive (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination at the time such payments are due. The rights of the Executive with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreement. Except as set forth herein, the Company and Company Affiliates shall have no further obligations to the Executive under this Agreement upon Executive's termination due to Disability pursuant to Section 6(a)(ii)(A) other than such obligations which by their terms continue following termination of the Executive's employment.

(c) Termination by the Company for Cause, by the Executive without Good Reason, or due to the Company's or the Executive's Failure to Extend the Term. If, during the Employment Period, the Company terminates the Executive's employment for Cause pursuant to Section 6(a)(ii)(B), the Executive terminates his employment without Good Reason pursuant to Section 6(a)(iii), or, except as provided in Section 7(e) below, the Executive's employment terminates on account of either the Company's or the Executive's failure to extend the term of the Agreement pursuant to Section 2, the Company shall pay to the Executive the Executive's Base Salary due through the Date of Termination and all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, at the time such payments are due. Upon a termination of the Executive's employment by the Company for Cause or by the Executive without Good Reason, or due to the Executive's failure to extend the term of the Agreement, the Executive's rights with respect to the Executive's equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreements. Except as set forth herein, the Company and Company Affiliates shall have no further obligations to the Executive under this Agreement upon such termination.

(d) Termination by the Company without Cause or by the Executive with Good Reason. If, during the Employment Period, other than as set forth in Section 7(e), the Company terminates the Executive's employment other than for Cause pursuant to Section 6(a)(ii)(B), or the Executive terminates his employment with Good Reason pursuant to Section 6(a)(iii), the Company shall pay to the Executive (x) the Executive's Base Salary due through the Date of Termination and (y) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, in each case at the time such payments are due. The Executive shall also be entitled to receive, subject to his compliance with the restrictive covenants in Section 8 and his execution and non-revocation of the release described in Section 7(f), the following severance payments and benefits:

(i) an amount equal to one (1) times the sum of (A) the Executive's Base Salary at the rate in effect on the Date of Termination and (B) the amount of the Executive's annual target bonus for the calendar year in which the Date of Termination occurs (the "Target Bonus"), payable in substantially equal installments in accordance with the Company's regular payroll procedures over the twelve (12) month period following the Date of Termination, commencing on the first payroll date that occurs on or after the Release Effective Date (as defined below), provided that the initial payment will include a catch-up payment to cover the period between the Date of Termination and the date of such first payment, and the remaining amounts shall be paid over the remainder of such twelve (12) month period;

(ii) a lump sum payment equal to the product of (x) the Target Bonus and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable on the first payroll date that occurs on or after the Release Effective Date;

(iii) provided the Executive and his eligible dependents timely and properly elect to continue health care coverage under COBRA, the Executive and such eligible dependents shall be entitled to continue to participate in such basic medical, dental and vision programs of the Company as in effect from time to time, on the same terms and conditions as applicable to active senior executives of the Company, for twelve (12) months or, if earlier, until the date the Executive becomes eligible to receive comparable coverage from another Company or is otherwise no longer eligible to receive COBRA continuation coverage; provided, however, in the event the Company determines that such provisions would subject the Executive to taxation under Section 105(h) of the Code or otherwise violate any healthcare law or regulations, then, in lieu of such continued participation in the basic medical, dental and vision

programs, the Executive shall be entitled to receive a lump sum payment equal to the portion of the Executive's COBRA premiums equal to 12 months of the Company subsidy of group health plan premiums for the Executive and his eligible dependents, subject to applicable withholdings, which amount shall be paid on the first payroll date that occurs on or after the Release Effective Date; and

(iv) the Executive's rights with respect to equity or equity-related awards shall be governed by the applicable terms of the related plan or award agreements.

(e) Termination by the Company without Cause, due to the Company's Failure to Extend the Term or by the Executive with Good Reason in connection with a Change in Control. If, during the Employment Period, the Company terminates the Executive's employment other than for Cause pursuant to Section 6(a)(ii)(B), the Executive's employment terminates on account of the Company's failure to extend the term of the Agreement pursuant to Section 2, or the Executive terminates his employment with Good Reason pursuant to Section 6(a)(iii), in each case on or within twenty-four (24) months following the occurrence of a Change in Control (as defined in the Company's 2015 Equity Incentive Plan), the Company shall pay to the Executive (i) the Executive's Base Salary due through the Date of Termination and (ii) all Accrued Benefits, if any, to which the Executive is entitled as of the Date of Termination, in each case at the time such payments are due. The Executive shall also be entitled to receive, subject to his compliance with the restrictive covenants in Section 8 and his execution and non-revocation of the release described in Section 7(f), the following severance payments and benefits:

(i) an amount equal to two (2) times the sum of (A) the Executive's Base Salary at the rate in effect on the Date of Termination and (B) the amount of the Target Bonus, payable in single lump sum on the first payroll date that occurs on or after the Release Effective Date;

(ii) a lump sum payment equal to the product of (x) the Target Bonus and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable on the first payroll date that occurs on or after the Release Effective Date;

(iii) provided the Executive and his eligible dependents timely and properly elect to continue health care coverage under COBRA, the Executive and such eligible dependents shall be entitled to continue to participate in such basic medical, dental and vision programs of the Company as in effect from time to time, on the same terms and conditions as applicable to active senior executives of the Company, for eighteen (18) months or, if earlier, until the date the Executive becomes eligible to receive comparable coverage from another Company or is otherwise no longer eligible to receive COBRA continuation coverage; provided, however, in the event the Company determines that such provisions would subject the Executive to taxation under Section 105(h) of the Code or otherwise violate any healthcare law or regulations, then, in lieu of such continued participation in the basic medical, dental and vision programs, the Executive shall be entitled to receive a lump sum payment equal to the portion of the Executive's COBRA premiums equal to eighteen (18) months of the Company subsidy of group health plan premiums for the Executive and his eligible dependents, subject to applicable withholdings, which amount shall be paid on the first payroll date that occurs on or after the Release Effective Date; and

(iv) all of the Executive's then-outstanding equity awards granted to the Executive by the Company shall become immediately fully vested, with any outstanding performance-based equity awards becoming fully vested based on the target level of performance.

Notwithstanding anything in Section 7(e)(i) to the contrary, if the Change in Control does not constitute a change in ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A(a)(2)(A)(v) of the Code and its corresponding regulations, in the event that the Executive is entitled to the amounts set forth above in Section 7(e)(i) as a result of a termination of Executive's employment on or within twenty-four (24) months following the date of the Change in Control, and any portion of the severance benefit payable to the Executive pursuant to Section 7(d)(i) is deemed to constitute deferred compensation subject to the requirements of Section 409A at the time of the Executive's termination, such portion that constitutes deferred compensation shall reduce the amount that is paid in a lump sum as provided above in Section 7(e)(i) and such deferred compensation portion shall instead be paid in substantially equal installments over the installment period as described in Section 7(d)(i).

(f) Release. The Executive agrees that, as a condition to receiving the severance payments and benefits set forth in Section 7(d) or Section 7(e), as applicable (the "Severance Payments"), the Executive will execute a release of claims substantially in the form of the release attached hereto as Exhibit B (except as may be revised to reasonably reflect changes in applicable law) and such other instruments or documents as are required by the terms of this Agreement. Within two business days of the Date of Termination, the Company shall deliver to the Executive the release for the Executive to execute. The Executive will forfeit all rights to the Severance Payments unless, within sixty (60) days of delivery of the release by the Company to the Executive (such period, the "Release Period"), (i) the Executive executes and delivers the release to the Company and (ii) such release has become fully effective and irrevocable by virtue of the expiration of the revocation period without the release having been revoked (the first such date, the "Release Effective Date"). The Company's obligation to pay the Severance Payments is subject to the occurrence of the Release Effective Date, and if the Release Effective Date does not occur, then the Company shall have no obligation to pay the Severance Payments. Notwithstanding anything contained herein to the contrary, in the event that the period during which the Executive may review and revoke the Release begins in one calendar year and ends in the following calendar year, any severance payments hereunder that constitute non-qualified deferred compensation subject to Section 409A shall be paid to the Executive no earlier than January 1 of the second calendar year.

(g) No Offset. In the event of termination of his employment, the Executive shall be under no obligation to seek other employment or take any other action to mitigate any amounts owed to the Executive under this Agreement and, except as otherwise expressly provided herein, there shall be no offset against amounts due to him on account of any remuneration or benefits provided by any subsequent employment he may obtain. The Company's and Company Affiliates' obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or the Company Affiliates may have against him for any reason.

(h) Section 409A. The payments and benefits to be provided to the Executive pursuant to this Agreement are intended to comply with, or be exempt from, Section 409A and will be interpreted, administered and operated in a manner consistent with that intent. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A, and the Company concurs with such belief or the Company independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to try to comply with Section 409A through good faith modification to the maximum extent reasonably appropriate to comply with Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A.

(i) For purposes of Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(ii) The Executive will be deemed to have a Date of Termination for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A.

(iii) Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive's separation from service, (x) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (y) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the "Delay Period"), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period (or upon the Executive's death, if earlier). To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a "separation from service," and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

(iv) To the extent necessary to comply with Section 409A, (A) any amount that the Executive is entitled to be reimbursed under this Agreement will be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (B) any right to reimbursement or in kind benefits will not be subject to liquidation or exchange for another benefit, and (C) the amount of the expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year.

(v) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company. No payment subject to the application of Section 409A shall be accelerated, offset or assigned accept in compliance with all requirements of Section 409A.

8. Covenants. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Company Confidential Information and will occupy a

position of trust and confidence with respect to the Company's affairs and business and the affairs and business of Company Affiliates. For purposes of this Agreement, "Company Confidential Information" means information known to the Executive to constitute confidential or proprietary information belonging to the Company or Company Affiliates or other non-public information, trade secrets, intellectual property, confidential financial information, operating budgets, strategic plans or research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending transaction between Company or any Company Affiliate and an existing or pending client or customer or other person or entity, in each case, received by the Executive in the course of his employment by the Company or in connection with his duties with the Company. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company or any Company Affiliate operates and information or knowledge possessed by the Executive prior to his employment by the Company, shall not be considered Company Confidential Information. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Company Confidential Information and to protect the Company and Company Affiliates against harmful solicitation of employees and customers, harmful effects on operations and other actions by the Executive that would result in serious adverse consequences for the Company and Company Affiliates:

(a) Non-Disclosure.

(i) During and after the Executive's employment with the Company or Company Affiliates, the Executive will not knowingly, directly or indirectly through an intermediary, use, disclose or transfer any Company Confidential Information other than as authorized in writing by the Company or Company Affiliates, or if such use, disclosure or transfer is during such employment and within the scope of the Executive's duties with the Company or Company Affiliates as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 8(a) shall not apply (i) when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information; (ii) with respect to any other litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement; (iii) as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 8(a); (iv) as to information that is or becomes available to the Executive on a non-confidential basis from a source which is entitled to disclose it to the Executive; or (v) as to information that the Executive possessed prior to the commencement of employment with the Company. In the event the Executive is required or compelled by legal process to disclose any Company Confidential Information, to the extent the Executive is legally permitted to do so, he will promptly inform the Company so that the Company may, at its own expense, present and preserve any objections that it may have to such disclosure and/or seek an appropriate protective order. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company's legal department to make any such reports or disclosures and the Executive is not required to notify the Company that the Executive has made such reports or disclosures.

(ii) Pursuant to 18 U.S.C. § 1833(b), an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (A) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

(b) Materials. The Executive will not remove, directly or indirectly through an intermediary, any Company Confidential Information or any other property of the Company or any Company Affiliate from the Company's or Company Affiliate's premises or make copies of such materials except for normal and customary use in the Company's or Company Affiliate's business as determined reasonably and in good faith by the Executive. The Company acknowledges that the Executive, in the ordinary course of his duties, routinely uses and stores Company Confidential Information at home and other locations. The Executive will return to the Company all Company Confidential Information and copies thereof and all other property of the Company or any Company Affiliate at any time upon the request of the Company and in any event promptly after termination of the Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Company any copies of any Company Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 8(b) shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature, including diaries, calendars and Rolodexes (including his electronic address books), information relating to his compensation or relating to reimbursement of expenses, information that he reasonably believes may be needed for tax purposes, and copies of plans, programs and agreements relating to his

employment.

(c) No Solicitation or Hiring of Employees. During the period commencing on the Effective Date and ending twelve (12) months after the Executive's Date of Termination (the "Restricted Period"), the Executive shall not, directly or indirectly through an intermediary, solicit, entice, persuade or induce any individual who is employed by the Company or any Company Affiliate (or who was so employed within twelve (12) months prior to the Executive's action, other than any such individual whose employment was involuntarily terminated by the Company or any Company Affiliate) to terminate or refrain from continuing such employment or to become employed by or enter into contractual relations with any other individual or entity other than the Company or Company Affiliates, and the Executive shall not hire, directly or indirectly, as an employee, consultant or otherwise, any such person. Anything to the contrary notwithstanding, the Company agrees that (i) the Executive's responding to an unsolicited request for an employment reference regarding any former employee of the Company or any Company Affiliate from such former employee, or from a third party, by providing a reference setting forth his personal views about such former employee, or (ii) hiring or retaining any current or former employee or consultant of the Company or any Company Affiliate who responds to a general advertisement for employment that was not specifically directed at such employees or consultants of the Company or any Company Affiliate, shall not be deemed a violation of this Section 8(c).

(d) Non-Competition. During the Restricted Period, the Executive shall not, directly or indirectly through an intermediary, (A) solicit or encourage any client or customer of the Company or any Company Affiliate, or any person or entity who was a client or customer within twelve (12) months prior to Executive's action, to terminate, reduce or alter in a manner adverse to the Company or any Company Affiliate any existing business arrangements with the Company or any Company Affiliate or to transfer existing business from the Company or any Company Affiliate to any other person or entity, or (B) without the prior written consent of the Board, which consent shall not be unreasonably withheld, be engaged by, or have a financial or any other interest in, the portion of any corporation, firm, partnership, proprietorship or other business entity or enterprise, whether as a principal, agent, employee, director, consultant, stockholder, partner or in any other capacity, which competes with the Company or any Company Affiliate in any business conducted by the Company or any Company Affiliate as of the Effective Date or in any business acquired or developed by the Company or any Company Affiliate after the Effective Date and on or before the Date of Termination; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as his direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity and, while employed by the Company does not otherwise violate any Company or Company Affiliate policy applicable to the Executive. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the Restricted Period, he will provide a copy of this Agreement to such entity. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Company and Company Affiliates, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(e) Non-Disparagement. During the period commencing on the Effective Date and continuing thereafter, the Executive, other than in the good faith performance of his duties for the Company, shall not initiate, participate or engage in any communication whatsoever that could reasonably be interpreted as derogatory or disparaging to the Company or any Company Affiliate, as applicable, including but not limited to the business, practices, policies, or, as such, shareholders, partners, members, directors, managers, officers and employees of the Company or any Company Affiliate. The foregoing shall not be violated by (i) truthful statements by the Executive in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or (ii) the Executive rebutting false or misleading statements made by others.

(f) Inventions. The Executive agrees that all inventions, discoveries, improvements and patentable or copyrightable works ("Inventions") initiated, conceived or made by him in the course of his employment with the Company, either alone or in conjunction with others, shall be the sole property of the Company to the maximum extent permitted by applicable law and, to the extent permitted by law, shall be "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). The Company shall be the sole owner of all patents, copyrights, trade secret rights, and other intellectual property or other rights in connection therewith; provided, however that this Section 8(f) shall not apply to Inventions which are not related to the business of the Company and which are made and conceived by the Executive not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Company Confidential Information. Subject to the foregoing, the Executive hereby assigns to the Company all right, title and interest he may have or acquire in all Inventions; provided, however, that the Board may in its sole discretion agree to waive the Company's rights pursuant to this Section 8(f). The Executive agrees to cooperate reasonably with the Company and at the Company's expense, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents, trademarks and other intellectual property rights (both in the United States and foreign countries) relating to the Inventions. The Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, that the Company reasonably may deem necessary or desirable in order to protect its rights and interests in any Inventions. The Executive further agrees that if the Company is unable, after reasonable effort, to secure the Executive's signature on any such papers, any officer of the Company shall be entitled to execute such papers as his agent and attorney-in-fact and the Executive hereby irrevocably designates and appoints each officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf and to take any and all actions as the Company reasonably may deem necessary or desirable in order to protect its rights and interests in any Inventions, under the conditions described in this Section 8(f). The Executive will not assert any rights to any invention, discovery, idea or improvement relating to the business of the Company or to his duties hereunder as having been made or acquired by the Executive prior to his work for the Company, except for the matters, if any, described in Exhibit A attached hereto. The Executive agrees that he will promptly disclose to the Company all Inventions initiated, made, conceived or reduced to practice by him, either alone or jointly with others, during the Employment Period.

(g) Cooperation. The parties agree that certain matters in which the Executive will be involved during the Employment Period may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Company, the Executive shall cooperate with the Company, Company Affiliates and its or their counsel, including information requests relating to the business or affairs of the Company, as well as any investigation, litigation, arbitration or other proceeding related to the business or affairs of the Company, other than in connection with any dispute between the Executive and the Company or any Company Affiliate; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's business or personal affairs, including limiting Executive's travel to the extent reasonably possible. The cooperation includes the Executive making himself available for reasonable periods of time (with due regard for his other commitments) upon reasonable notice to the Executive in any such litigation or investigation and providing testimony before or during such litigation or investigation. The Company shall reimburse the Executive for reasonable out-of-pocket expenses incurred in connection with such cooperation; provided that, if the Company requires the Executive to devote significant time to such cooperation, the Company and the Executive will establish in good faith a reasonable hourly or daily rate for the time spent by the Executive on such cooperation, based on the Executive's Base Salary as of the termination date.

(h) Enforcement. The Executive acknowledges that in the event of any breach of this Section 8, the business interests of the Company and the Company Affiliates will be irreparably injured, the full extent of the damages to the Company and the Company Affiliates will be impossible to ascertain, monetary damages will not be an adequate remedy for the Company and the Company Affiliates, and the Company will be entitled to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agree that each of the Executive's obligations specified in this Agreement are separate and independent covenants and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. The Executive further agrees that any breach of this Agreement by the Company prior to the Date of Termination shall not release the Executive from compliance with his obligations under this Section 8, as long as the Company fully complies with Section 7.

The Company further agrees that any breach during the Employment Period of this Agreement by the Executive that does not result in the Executive being terminated for Cause shall not release the Company from compliance with its obligations under this Agreement. Notwithstanding the foregoing two sentences, neither the Company nor the Executive shall be precluded from pursuing judicial remedies as a result of any such breaches.

(i) Severability. If any of the restrictions or obligations contained in Section 8 shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, such provision shall be modified to be effective for the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable.

9. Section 280G.

(a) The Executive shall bear all expense of, and be solely responsible for, any excise tax imposed by Section 4999 of the Code (such excise tax being the "Excise Tax"); provided, however, that any payment or benefit received or to be received by the Executive, whether payable under the terms of this Agreement or any other plan, arrangement or agreement with Company or an affiliate of Company (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Section 280G of the Code, shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax but only if, by reason of such reduction, the net after-tax benefit received by the Executive shall exceed the net after-tax benefit that would be received by the Executive if no such reduction was made.

(b) The "net after-tax benefit" shall mean (i) the Payments which the Executive receives or is then entitled to receive from the Company that would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income and employment taxes payable by the Executive with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (b)(i) above.

(c) All determinations under this Section 9 will be made by an accounting firm or law firm (the "280G Firm") that is mutually agreed to by the Executive and the Company prior to a change in ownership or control of a corporation (within the meaning of Treasury regulations under Section 280G of the Code). The 280G Firm shall be required to evaluate the extent to which payments are exempt from Section 280G of the Code as reasonable compensation for services rendered before or after the Change in Control. All fees and expenses of the 280G Firm shall be paid solely by the Company. The Company will direct the 280G Firm to submit any determination it makes under this Section 9 and detailed supporting calculations to both the Executive and the Company as soon as reasonably practicable.

(d) If the 280G Firm determines that one or more reductions are required under this Section 9, such Payments shall be reduced in the order that would provide the Executive with the largest amount of after-tax proceeds (with such order, to the extent permitted by Sections 280G and 409A of the Code, designated by the Executive, or otherwise determined by the 280G Firm) to the extent necessary so that no portion thereof shall be subject to the Excise Tax, and the Company shall pay such reduced amount to the Executive. The Executive shall at any time have the unilateral right to forfeit any equity award in whole or in part.

(e) As a result of the uncertainty in the application of Section 280G of the Code at the time that the 280G Firm makes its determinations under this Section 9, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Executive (collectively, the "Underpayments"). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Executive or the Company, which assertion the 280G Firm believes has a high probability of success or is otherwise based on controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay the Overpayment to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G Firm will notify the Executive and the Company of that determination, and the Company will promptly pay the amount of that Underpayment to the Executive without interest.

(f) The Executive and the Company will provide the 280G Firm access to and copies of any books, records, and documents in their possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 9. For purposes of making the calculations required by this Section 9, the 280G Firm may rely on reasonable, good faith interpretations concerning the application of

Sections 280G and 4999 of the Code.

10. Indemnification. The Company and the Executive acknowledge that they have entered into an Indemnification Agreement, dated as of August 8, 2018 (the "Indemnification Agreement").

11. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, electronically mailed, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier, addressed as follows:

(i) If to the Company:

Lightbridge Corporation
11710 Plaza America Drive
Suite 2000
Reston, VA 20190
Attn: Chief Executive Officer

(ii) If to the Executive:

To his office or email address at the Company (so long as the Executive is then still a Company service provider) or to the address and/or personal email address last shown on the Company's records.

Each party may designate by notice in writing a new address or email address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email sent time-stamp, or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

13. Effect on Other Agreements. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including, without limitation, the Existing Agreement.

14. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 4(e), 7, 8, 9, 11, 12, 13, 15, 16, 17, 19, 20 and 22 hereof and this Section 14 shall survive the termination of employment of the Executive.

15. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (i) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder, and (ii) the rights and obligations of the Company hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company or similar transaction involving the Company or a successor entity. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

16. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives and permitted successors and assigns.

17. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

18. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

19. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

20. Arbitration. Any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to and decided by binding arbitration in the County of Fairfax, Virginia before a single arbitrator selected jointly by the parties, or, if the parties cannot agree on the selection of the arbitrator, as selected by the American Arbitration Association. Arbitration shall be administered exclusively by the American Arbitration Association and shall be conducted in accordance with the rules for the resolution of employment disputes (previously titled the National Rules for the Resolution of Employment Disputes) as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the parties.

21. Counterparts. This Agreement may be executed in two counterparts (including via facsimile and/or .pdf), each of which shall be an original and all of which together shall be deemed to constitute one and the same instrument.

22. Withholding. The Company may withhold from any benefit payment or any other payment or amount under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

LIGHTBRIDGE CORPORATION

/s/ Seth Grae
President and Chief Executive Officer

EXECUTIVE

/s/ Larry Goldman
Larry Goldman, Chief Financial Officer

EXHIBIT A

Prior Inventions

EXHIBIT B

General Release of Claims

Consistent with Section 7 of the Employment Agreement, dated August 8, 2018, among me and Lightbridge Corporation (the "Employment Agreement"), and in consideration for and contingent upon my receipt of the Severance Payments set forth in Section 7 of the Employment Agreement, I, for myself, my attorneys, heirs, executors, administrators, successors, and assigns, do hereby fully and forever release and discharge Lightbridge Corporation (the "Company") and its past, current and future affiliated entities, as well as their predecessors, successors, assigns, and their past, current and former directors, officers, partners, agents, employees, attorneys, and administrators from all suits, causes of action, and/or claims, demands or entitlements of any nature whatsoever, whether known, unknown, or unforeseen, which I have or may have against any of them arising out of or in connection with my employment by the Company, the Employment Agreement, the termination of my employment with the Company, or any event, transaction, or matter occurring or existing on or before the date of my signing of this General Release related to the Company, except that I am not releasing (i) any claims arising under the Indemnification Agreement, (ii) any claims relating to any rights I may have to payments pursuant to Section 7 of the Employment Agreement, or (iii) any claims arising after the date of my signing this General Release. I agree not to file or otherwise institute any claim, demand or lawsuit seeking damages or other relief and not to otherwise assert any claims, demands or entitlements that are released herein. I further hereby irrevocably and unconditionally waive any and all rights to recover any relief or damages concerning the claims, demands or entitlements that are released herein. I represent and warrant that I have not previously filed or joined in any such claims, demands or entitlements against the Company or the other persons or entities released herein and that I will indemnify and hold them harmless from all liabilities, claims, demands, costs, expenses and/or attorney's fees incurred as a result of any such claims, demands or lawsuits.

This General Release specifically includes, but is not limited to, all claims of breach of contract, employment discrimination (including but not limited to any claims coming within the scope of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, all as amended, or any other applicable federal, state, or local law), claims under the Worker Adjustment and Retraining Notification Act, claims under the Sarbanes-Oxley Act of 2002, including the Corporate and Criminal Fraud Accountability Act, claims under the Employee Retirement Income Security Act, as amended, claims for wrongful discharge in violation of public policy, claims under the Virginians with Disabilities Act, the Virginia Human Rights Act, the Virginia Equal Pay Act, the Virginia Genetic Testing Law, the Virginia Occupational Safety and Health Act, and the Virginia Right to Work Law, all as amended, claims for breach of express or implied contract, claims concerning recruitment, hiring, termination, salary rate, severance pay, stock options, wages or benefits due, sick leave, holiday pay, vacation pay, life insurance, group medical insurance, any other fringe benefits, worker's compensation, termination, employment status, libel, slander, defamation, intentional or negligent misrepresentation and/or infliction of emotional distress, together with any and all tort, contract, or other claims which might have been asserted by me or on my behalf in any suit, charge of discrimination, or claim against the Company or the persons or entities released herein.

The Company and I acknowledge that different or additional facts may be discovered in addition to what we now know or believe to be true with respect to the matters released in this General Release, and we agree that this General Release shall be and remain in effect in all respects as a complete and final release of the matters released, notwithstanding any different or additional facts.

Claims Excluded from this Release: However, notwithstanding the foregoing, nothing in this General Release shall be construed to waive any right that is not subject to waiver by private agreement, including, without limitation, any claims arising under state unemployment insurance or workers compensation laws. I understand that rights or claims under the Age Discrimination in Employment Act that may arise after I execute this General Release are not waived. Likewise, nothing in this General Release shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the SEC, EEOC, NLRB, or any comparable state or local agency. Notwithstanding the foregoing, to the extent that the Company makes any claims against me, nothing in this General Release shall be construed to prohibit me from asserting counterclaims, making cross-claims, or otherwise defending myself, in any case solely with respect to such claims.

I acknowledge that I have been given an opportunity of twenty-one (21) days to consider this General Release and that I have been encouraged by the Company to discuss fully the terms of this General Release with legal counsel of my own choosing. Moreover, for a period of seven (7) days following my execution of this General Release, I shall have the right to revoke the waiver of claims arising under the Age Discrimination in Employment Act, a federal statute that prohibits employers from discriminating against employees who are age 40 or over. If I elect to revoke this General Release in whole or in part within this seven-day period, I must inform the Company by delivering a written notice of revocation to the Company's Chief Executive Officer, 11710 Plaza America Drive, Suite 2000, Reston, VA 20190, no later than 11:59 p.m. on the seventh calendar day after I sign this General Release. I understand that, if I elect to exercise this revocation right, this General Release shall be voided in its entirety at the election of the Company and the Company shall be relieved of all obligations to make the Severance Payments described in Section 7 of the Employment Agreement. I may, if I wish, elect to sign this General Release prior to the expiration of the 21-day consideration period, and I agree that if I elect to do so, my election is made freely and voluntarily and after having an opportunity to consult counsel. I understand that nothing herein prevents me from challenging the validity of my release with respect to the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, in each case, as amended, although I acknowledge and I agree that I intend that this General Release act as a full release under those statutes.

AGREED: _____ DATE:_____

EXHIBIT 10.5

FORM OF
INDEMNIFICATION AGREEMENT
(Adopted August 2018)

INDEMNIFICATION AGREEMENT, effective as of _____, between Lightbridge Corporation, a Nevada corporation (the "Company"), and _____ (the "Indemnitee").

WHEREAS, the Company desires to attract and retain highly qualified individuals to serve as directors and officers of the Company;

WHEREAS, Indemnitee is a director and/or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of public companies in today's environment;

WHEREAS, the Company's Articles of Incorporation, as amended (the "Articles"), and Amended and Restated Bylaws (the "Bylaws") require the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law and Indemnitee has been serving and continues to serve as a director and/or officer of the Company in reliance in part on the Articles or Bylaws;

WHEREAS, Nevada Revised Statutes 78.7502, 78.751 and 78.752 set forth provisions providing for the mandatory and permissive indemnification of, and advancement of expenses to, officers and directors of a Nevada corporation and are specifically not exclusive of other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise;

WHEREAS, the Company would like for Indemnitee to exercise his or her best judgment in the performance of his or her duties or in his or her service to the Company or any of its subsidiaries or any other business entity or employee benefit plan to which Indemnitee renders services at the request of the Company, without undue concern for claims for damages arising out of or related to the performance of those duties or for expenses related to such claims; and

WHEREAS, in recognition of Indemnitee's need for substantial protection against personal liability in order to enhance Indemnitee's continued service to the Company in an effective manner, and Indemnitee's reliance on the Articles and Bylaws, and in part to provide Indemnitee with specific contractual assurance that the protection promised by the Articles or Bylaws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of the Articles or Bylaws or any change in the composition of the Company's Board of Directors or any acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancement of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and, to the extent insurance is maintained, for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies;

NOW, THEREFORE, in consideration of the premises and of Indemnitee continuing to serve the Company directly or, at its request, another enterprise, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions.

(a) Change in Control: the consummation of a "change in the ownership" of the Company, a "change in effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company, in each case, as defined under Section 409A of the Internal Revenue Code of 1986, as amended.

(b) Claim: any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation, whether instituted by the Company or any other person or entity (including, without limitation, a governmental entity, agency or instrumentality), that Indemnitee in good faith believes might lead to the institution of any action, suit or proceeding, whether civil, criminal, administrative, investigative or other.

(c) Expenses: include reasonable attorneys' fees and all other costs, expenses and obligations paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in, any Claim relating to any Indemnifiable Event, including any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement.

(d) Expense Advance: shall have the meaning specified in Section 2(a).

(e) Indemnifiable Event: any event or occurrence related to the fact that Indemnitee is or was a director, officer, employee, trustee, agent or fiduciary of the Company, or is or was serving at the request of the Company as a director, officer, employee, trustee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, or by reason of anything done or not done by Indemnitee in any such capacity.

(f) Independent Legal Counsel: an attorney or firm of attorneys, selected in accordance with the provisions of Section 3, who shall not have otherwise performed services for the Company or Indemnitee within the last five years (other than with respect to matters in which such counsel was engaged as Independent Legal Counsel concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements with the Company).

(g) Reviewing Party: the Board of Directors of the Company or Independent Legal Counsel. Except as provided in Section 3 of this Agreement (in the event of a Change in Control), a determination by the Reviewing Party must be made (i) by the Company's Board of Directors by majority vote of a quorum consisting of directors who are not parties to the Claim, (ii) if a majority vote of a quorum consisting of directors who are not parties to the Claim so orders, by Independent Legal Counsel in a written opinion or (iii) if a quorum consisting of directors who are not parties to the Claim cannot be obtained, by Independent Legal Counsel in a written opinion.

2. Basic Indemnification Arrangement.

(a) In the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify Indemnitee to the fullest extent permitted by law as soon as practicable but in any event no later than thirty days after written demand or request is presented to the Company, against any and all Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties or amounts paid in settlement) of such Claim. If so requested by Indemnitee in writing, the Company shall advance to Indemnitee ahead of the final disposition of the Claim any and all Expenses (an "Expense Advance") as soon as practicable but in any event no later than thirty days after such request is presented to the Company or as otherwise specifically provided herein.

(b) Notwithstanding the foregoing, (i) the obligations of the Company under Section 2(a) shall be subject to the condition that, except with respect to Expense Advances, the Reviewing Party shall have determined (in a written opinion, in any case in which the Independent Legal Counsel referred to in Section 3 is the Reviewing Party) that indemnification is proper in the circumstances, and (ii) the obligation of the Company to make an Expense Advance pursuant to this Agreement shall be subject to the condition that, if, when and to the extent that it is ultimately determined by a court of competent jurisdiction that Indemnitee is not entitled to be indemnified by the Company under applicable law, the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

If there has not been a Change in Control, the Reviewing Party shall be as set forth in Section 1(g), and if there has been such a Change in Control, the Reviewing Party shall be the Independent Legal Counsel referred to in Section 3.

(c) If the Reviewing Party has not made a determination within thirty days after receipt by the Company of a written demand or request for indemnification, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be deemed to be entitled to such indemnification, absent a final judicial determination that indemnification is not permitted under applicable law. By written notice to Indemnitee, the thirty day period may be extended for a reasonable time, not to exceed fifteen additional days, if the Reviewing Party making the determination requires additional time for obtaining or evaluating documents or information.

If the Reviewing Party determines that Indemnitee substantively would not be permitted to be indemnified in whole or in part under applicable law or if payment is not made as required within the time frame set forth above, Indemnitee shall have the right to commence litigation in any court in the Commonwealth of Virginia or State of Nevada having subject matter jurisdiction thereof and in which venue is proper seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Otherwise, any determination by the Reviewing Party shall be conclusive and binding on the Company and Indemnitee.

(d) Indemnification shall not be made for any Claim as to which Indemnitee has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the Claim was brought or other court of competent jurisdiction determines upon application that in view of all of the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. Change in Control. The Company agrees that if there is a Change in Control, then with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnity payments or Expense Advances under this Agreement or any other agreement or the Articles or any Bylaw now or hereafter in effect relating to Claims for Indemnifiable Events, the Company shall seek legal advice only from Independent Legal Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld or delayed). Such counsel, among other things, shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee would be permitted to be indemnified under applicable law. The Company agrees to pay the reasonable fees of the Independent Legal Counsel referred to above and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

4. Indemnification for Additional Expenses. To the fullest extent provided by law, the Company shall indemnify Indemnitee against any and all Expenses (including attorneys' fees) and, if requested in writing by Indemnitee, shall (within ten business days of such request) advance such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) the enforcement of this Agreement or the Articles or any Bylaw now or hereafter in effect relating to Claims for Indemnifiable Events and/or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance expense payment or insurance recovery, as the case may be.

5. Partial Indemnity, Etc. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments, fines, penalties and amounts paid in settlement of a Claim but not for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

6. Burden of Proof. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

7. No Presumptions. For purposes of this Agreement, the termination of any Claim, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law, neither of the following shall be a defense to Indemnitee's claim for indemnification or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief:

(i) the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor

(ii) an actual determination by the Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief.

8. Nonexclusivity, Etc. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the Articles, the Bylaws, the Nevada Revised Statutes or otherwise. To the extent that a change in the Nevada Revised Statutes (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Articles, the Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change.

9. Liability Insurance. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent

of the coverage available thereunder for any Company director or officer; provided that, for any person that is no longer serving as director or officer of the Company or of any other enterprise at the Company's request, such coverage shall only be provided to the extent that it is generally available to the Company in the insurance marketplace.

10. Period of Limitations. Except as required by applicable law, no legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

11. Amendments, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

12. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

13. Exclusions. The Company shall not be liable under this Agreement to make any payment (i) prohibited by law or (ii) in connection with any Claim made against Indemnitee relating to an Indemnifiable Event to the extent Indemnitee has otherwise actually received payment (under any insurance policy, any provision of the Articles or Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder.

14. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee; provided that if Indemnitee believes, after consultation with counsel selected by Indemnitee, that (i) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include the Company or any subsidiary of the Company and Indemnitee and Indemnitee concludes that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company or any subsidiary of the Company or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Claim) at the Company's expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company's prior written consent. The Company shall not, without the prior written consent of Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event to which Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor Indemnitee shall unreasonably withhold its or his or her consent to any proposed settlement; provided that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee. To the fullest extent permitted by Nevada law, the Company's assumption of the defense of a Claim pursuant to this Section 14 will constitute an irrevocable acknowledgement by the Company that any Expenses incurred by or for the account of Indemnitee in connection therewith are indemnifiable by the Company under Section 2.

15. Binding Effect, Etc. This Agreement replaces and supersedes in its entirety any indemnification agreement by and between Indemnitee and the Company currently in effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, executors and personal and legal representatives. The provisions of this Agreement shall apply to the entire term of Indemnitee's service as a director or officer of the Company or of any other enterprise at the Company's request, including service in such capacities prior to the date of this Agreement. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer or director of the Company or of any other enterprise at the Company's request.

16. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable in any respect, and the validity and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired and shall remain enforceable to the fullest extent permitted by law.

17. Equitable Remedies. The Company and Indemnitee agree that a monetary remedy for breach of this Agreement may be inadequate, impracticable and difficult to prove and further agree that any breach may cause Indemnitee irreparable harm. Accordingly, the Company and Indemnitee agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance, in addition to other remedies, without any necessity of showing actual damage or irreparable harm. By seeking injunctive

relief and/or specific performance, Indemnitee will not be precluded from seeking or obtaining any other relief to which Indemnitee is entitled. The Company and Indemnitee further agree that Indemnitee is entitled to seek temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting bonds or other undertakings. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the court and the Company waives any such requirement of such bond or undertaking.

18. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LIGHTBRIDGE CORPORATION

By: _____
Name:
Title:

INDEMNITEE

_____
Name:

EXHIBIT 31.1

Certification of Principal Executive Officer

I, Seth Grae, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lightbridge 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(s) 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(s) 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 9, 2018

By: */s/ Seth Grae*
Seth Grae
Principal Executive Officer

EXHIBIT 31.2

Certification of Principal Financial Officer

I, Linda Zwobota, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lightbridge 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(s) 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(s) 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 9, 2018

By: */s/ Linda Zwobota*
Linda Zwobota
Chief Financial Officer
(Principal Financial and Principal Accounting Officer)

EXHIBIT 32

Section 1350 Certifications

STATEMENT FURNISHED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, the Chief Executive Officer and Chief Financial Officer of Lightbridge Corporation, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his or her knowledge on the date hereof:

1. the Quarterly Report on Form 10-Q of Lightbridge Corporation for the quarter ended June 30, 2018, filed on the date hereof with the Securities and Exchange Commission (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 Lightbridge Corporation.

Date: August 9, 2018

By: */s/ Seth Grae*
Name: Seth Grae
Title: President, Chief Executive Officer and Director (Principal Executive Officer)

By: */s/ Linda Zwobota*
Name: Linda Zwobota
Title: Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)