

**SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM S-4  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**NOVASTAR RESOURCES LTD.**  
(Exact name of registrant as specified in its charter)

Nevada

1000

91-1975651

(State or other jurisdiction of incorporation or  
organization)

(Primary Standard Industrial  
Classification Code Number)

(I.R.S. Employer Identification No.)

**Seth Grae**  
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(703) 287-8743

(Address, including zip code, and telephone number, including area code of registrant's principal executive offices)

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**Approximate date of commencement of proposed sale to the public:** As soon as practicable after the effectiveness of this registration statement and the satisfaction or waiver of all other conditions under the merger agreement, dated as of February 14, 2006, described herein.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Calculation of Registration Fee				
<i>Title of each class of securities to be registered</i>	<i>Amount to be registered (1)</i>	<i>Proposed maximum offering price per share</i>	<i>Proposed maximum aggregate offering price</i>	<i>Amount of registration fee (2)</i>
Common Stock, par value \$0.001 per share	117,249,321	\$0.56	\$65,659,619.76	\$7,025.58
Shares underlying options to be assumed in the transaction	42,666,059	\$0.56	\$23,892,993.04	\$2,556.55
Shares underlying Common Stock Purchase Warrants to be assumed in the transaction	2,725,058	\$0.56	\$1,526,032.48	\$163.29
<b>Total</b>	<b>162,640,438</b>	<b>\$0.56</b>	<b>\$91,078,645.28</b>	<b>\$9,745.42</b>

(1) This registration statement relates to the common stock, par value \$0.001 per share, of the registrant, issuable to holders of common stock, par value \$0.05 per share, of Thorium Power, Inc., and to holders of options and warrants exercisable for the purchase of Thorium Power, Inc. common stock that are being assumed by Novastar Resources Ltd., pursuant to the proposed merger. Pursuant to Rule 416(b), there shall be deemed covered hereby all additional securities resulting from antidilution adjustments, if any, required under the merger agreement.

(2) Estimated pursuant to Rule 457(c) under the Securities Act of 1933 solely for the purpose of computing the amount of the registration fee. The fee for the common stock was based on the average of the closing bid and asked price of the common stock reported on the OTC Bulletin Board on June 9, 2006.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not issue the common stock to be issued in connection with the merger described in this prospectus until the registration statement filed with the Securities and Exchange commission, of which this document is a part, is declared effective. This prospectus is not an offer to sell these securities and it is not soliciting offers to buy these securities in any jurisdiction where the offer, solicitation or sale is not permitted or would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Any representation to the contrary is a criminal offense.

**PROSPECTUS**

***Subject to completion, dated June 14, 2006***

**NOVASTAR RESOURCES LTD.**

**162,640,438 Shares of common stock  
\$0.001 par value per share**

Novastar is registering up to 162,640,438 shares of its common stock (including 45,391,117 shares of common stock which are issuable upon the exercise of options and warrants for the purchase of Thorium Power, Inc. common stock that are being assumed by Novastar) for issuance to the stockholders and option and warrant holders of Thorium Power pursuant to the agreement and plan of merger between Novastar, TP Acquisition Corp., Novastar's wholly owned subsidiary, and Thorium Power.

Novastar's common stock is traded on the OTC Bulletin Board under the symbol "NVAS.OB". The last reported bid price of the common stock on June 9, 2006 was \$0.56 per share.

**Investing in Novastar's common stock involves a high degree of risk. See "Risk Factors" beginning on page 10 to read about certain risks you should consider before buying shares of Novastar's common stock.**

**Neither the Securities and Exchange Commission, any state securities commission nor any other regulatory authority, has approved or disapproved any of these securities nor have any of the foregoing authorities passed upon or endorsed the merits of this plan of merger or the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

**NOVASTAR IS NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND A PROXY.**

**Novastar's principal executive offices are located at 8300 Greensboro Drive, Suite 800, McLean, VA 22102. Novastar's telephone number is (703) 287-8743.**

The date of this Prospectus is \_\_\_\_\_, 2006.

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**CAUTIONARY STATEMENT CONCERNING  
FORWARD-LOOKING STATEMENTS**

This prospectus and other documents incorporated by reference into this prospectus contain or may contain “forward looking statements.” These forward-looking statements include, without limitation, those statements as to:

- o the amount, timing and form of consideration to be received by Thorium Power security holders in the merger;
- o the anticipated closing date of the merger;
- o the anticipated tax treatment of the merger;
- o the benefits expected to result from the merger;
- o the future business activity, performance and financial condition of Novastar and its subsidiaries following the merger;
- o the ability to realize the synergies and other perceived advantages resulting from the merger; and
- o the ability to retain key personnel before and after the merger.

Any statements contained herein, including, without limitation, statements to the effect that Novastar or Thorium Power or their respective management “believes,” “expects,” “anticipates,” “plans,” “may,” “will,” “projects,” “continues,” “estimates” or statements concerning “potential” or “opportunity” or other variations thereof or comparable terminology or the negative thereof, that are not statements of historical fact should be considered forward-looking statements. Actual results could differ materially and adversely from those anticipated in the forward-looking statements as a result of several factors, including those set forth in “Risk Factors” beginning on page 10, which you should review carefully.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus. Neither Novastar nor Thorium Power undertakes any obligation to publicly update or release any revisions to these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events, except as required by law.

## SUMMARY

The following is a summary that highlights information contained in this prospectus. This summary may not contain all of the information that may be important to you and it is qualified in its entirety by the more detailed information appearing elsewhere in this document or that is incorporated by reference or attached as Annexes to this document. Page references are included in parentheses to direct you to a more complete description of the items presented in this summary. You may obtain the information incorporated by reference into this prospectus without charge by following the instructions in the section entitled "Where You Can Find More Information" beginning on page 107 of this prospectus. Novastar has supplied all information contained in this prospectus relating to Novastar and TP Acquisition Corp. ("TP Acquisition") and Thorium Power has supplied all information contained in this prospectus relating to Thorium Power.

### THE COMPANIES

#### Novastar Resources Ltd. and TP Acquisition Corp.

Novastar Resources Ltd.  
TP Acquisition Corp.  
8300 Greensboro Drive  
Suite 800  
McLean, VA 22102  
(703) 287-8743

Novastar is currently a mineral exploration company. Novastar has mineral leases and claims located in Alabama and North Queensland, Australia. These are exploration stage mineral properties prospective for thorium, platinum and other rare earth minerals.

Novastar's objective is to become a global supplier of thorium to the nuclear energy industry. To this end, Novastar has acquired, and may acquire, both physical properties and rights to properties that contain monazite deposits. Properties of interest to Novastar contain both monazite stockpiles and in ground concentrations of monazite.

Novastar was incorporated under the laws of the State of Nevada on February 2, 1999. On February 2, 2001, Novastar acquired 100% of the issued and outstanding capital stock of Custom Branded Networks, Inc. ("CBN"), a Delaware corporation, in exchange for 25,000,000 shares of Novastar. Novastar then changed its name to Custom Branded Networks, Inc. on or about May 29, 2001. The business of CBN, the Delaware corporation which was Novastar's wholly owned subsidiary, was the provision of turnkey private label Internet solutions to businesses and private organizations.

In May of 2003 Novastar began actively looking for other business opportunities that would provide superior economic opportunity, and in January 2005 it retained consultants to assist in the identification of opportunities in the nuclear sector, particularly with respect to thorium fuel and technology. Effective May 10, 2005, Novastar changed its name to Novastar Resources Ltd. During the period from September through December 2005, Novastar entered into three agreements to acquire mining interests in two properties in Alabama and one property in Queensland, Australia. In the same time frame, Novastar began discussions with Thorium Power that led to the merger agreement.

TP Acquisition Corp. is a newly formed Delaware corporation formed solely to effect the merger with Thorium Power and has no business or assets.

Thorium Power, Inc.

Thorium Power, Inc.  
8300 Greensboro Drive  
Suite 800  
McLean, VA 22102  
(703) 918-4918

Thorium Power is a Delaware corporation that was incorporated on January 8, 1992. Thorium Power has patented proprietary nuclear fuel designs for use in certain existing commercial nuclear power plants. Its designs are for fuels that will serve

- the market for U.S. and Russian weapons grade plutonium disposition;
- the market for disposition of plutonium in spent nuclear fuel; and
- the market for commercial nuclear fuel.

The above designs require additional developmental work to be used in reactors, and Thorium Power plans to fully develop and commercialize these fuel designs with the cooperation of U.S. and foreign governments and other nuclear businesses.

Thorium Power has built a project structure that includes access to several hundred nuclear scientists and engineers at several nuclear research institutes and fuel fabrication plants in Russia that are developing and testing the fuel designs.

Once the fuels are further developed and tested, Thorium Power plans to license its intellectual property rights to fuel fabricators, nuclear generators, and governments for use in commercial light water nuclear reactors, or sell the technology to a major nuclear company or government contractor or some combination of the two.

Thorium Power intends to offer fuel designs that will provide for effective and safe disposition of weapons-and reactor-grade plutonium in existing nuclear power plants at a lower cost than competing technologies. Thorium Power is working with the United States government and Russian nuclear institutes to effectuate the utilization of these fuel designs. From 1995 to 1999, Thorium Power's collaborative research and development project with the Kurchatov Institute in Russia received three U.S. government matching grants totaling \$1.45 million from the U.S. Department of Energy's Initiatives for Proliferation Prevention program. Furthermore, U.S. Congress provided a \$4 million appropriation for fiscal year 2004 for the Kurchatov Institute to evaluate and test the thorium/weapons-grade plutonium disposition fuel technology for application in the Russian plutonium disposition program. Thorium Power intends to seek further funding support for the project from the U.S. government.

Thorium Power's thorium/uranium nuclear fuel is designed to replace traditional uranium fuels currently used in commercial nuclear power plants worldwide and Thorium Power plans to adapt its fuel designs for next generation reactors, such as a high-temperature helium-cooled reactors and small light waters reactors.

#### THE MERGER

(See page 36)

On February 14, 2006, Novastar, its wholly owned subsidiary, TP Acquisition, and Thorium Power entered into a merger agreement, which was amended on June 12, 2006, pursuant to which TP Acquisition will merge with and into Thorium Power, with Thorium Power, the surviving corporation, becoming a wholly owned subsidiary of Novastar. The merger is subject to various conditions and rights of termination described in this document and the merger agreement. We have attached a copy of the merger agreement as Annex A to this prospectus. We encourage you to read carefully the merger agreement in its entirety because it is the legal document that governs the merger.

#### Reasons For The Merger

(See page 30)

The Thorium Power board of directors determined that the merger is fair to, and in the best interests of, Thorium Power and its stockholders and has approved the merger agreement and the merger based on a number of factors, including, without limitation, the following:

- o improved access to capital markets;
- o complementary business development plans relating to the promotion of thorium as a fuel for nuclear reactors;
- o Novastar's rights to certain exploration stage properties in Queensland, Australia that may contain thorium deposits and Novastar's rights to certain properties in Alabama that may contain thorium deposits, other rare earth minerals and platinum group metals;
- o the ability to use registered securities to make future acquisitions of assets or businesses;
- o increased visibility in the financial community;
- o improved transparency of operations; and
- o perceived credibility and enhanced corporate image of being a publicly traded company.

The Novastar board of directors determined that the merger is fair to, and in the best interests of, Novastar and its stockholders and has approved the merger agreement and the merger based on a number of factors, including, without limitation, the following:

- o Thorium Power’s promising technology, business model and prospects for growth and expansion;
- o the anticipated increase in Novastar stock value as a result of the merger; and
- o the integration resulting from the combination of Novastar’s properties that are prospective for thorium and the need of Thorium Power’s prospective customers to utilize thorium as a raw material for Thorium Power’s nuclear fuel designs.

Merger Consideration and Treatment of Thorium Power Stock Options and Warrants  
(See page 36)

Upon consummation of the merger, each share of outstanding Thorium Power common stock (except shares as to which appraisal rights have been properly perfected and shares held by Novastar) shall be converted into the right to receive 25.454 shares of Novastar common stock.

Upon consummation of the merger, each holder of non-compensatory options or warrants of Thorium Power that have an exercise price of \$5.00 or \$1.00 will receive from Novastar the number of shares of Novastar common stock for each Thorium Power share underlying such option or warrant as set forth below:

Exercise Price	Number of shares
\$1.00	22.750
\$5.00	11.936

Upon consummation of the merger, all investment warrants of Thorium Power that have an exercise price of more than \$5.00, and all compensatory options (regardless of exercise price) will become securities exercisable for such number of shares of Novastar common stock as the holder of such securities would have received had such holder converted such securities into Thorium Power common stock immediately prior to the closing of the merger.

For a full description of the merger consideration, see “The Merger Agreement - Merger Consideration” beginning on page 36.

Conditions to the Merger  
(See page 43)

The merger will not be completed unless a number of contractual or legal conditions are either satisfied or waived by Thorium Power or Novastar. Examples of those conditions include the accuracy of the representations and warranties and the performance of the covenants and agreements of the parties under the merger agreement and applicable regulatory and third party approvals and the absence of governmental or legal action to block the merger.

In addition to these standard conditions, Novastar and Thorium Power will complete the merger only if the following additional conditions are satisfied or waived:

- o the registration statement of which this prospectus is a part becomes effective;
- o the board of directors of Novastar shall have (i) approved the merger agreement and the merger; (ii) amended and restated Novastar's bylaws; and (iii) amended Novastar's certificate of incorporation to (A) increase the number of authorized shares of Novastar common stock to 500,000,000 and (B) change the name of Novastar to "Thorium Power Ltd." and (iii) make other changes as may be mutually agreed upon by the parties;
- o Novastar shall have obtained the written consent of the holders of a majority in interest of the Novastar common stock to the amendments to the certificate of incorporation of Novastar described above;
- o Seth Grae and Andrey Mushakov shall have entered into employment agreements with Novastar;
- o the total number of shares of Thorium Power's common stock held by dissenting stockholders shall not exceed 10% of the outstanding shares of Thorium Power's common stock;
- o requisite approval of the merger by the Thorium Power stockholders and board of directors;
- o receipt of releases from certain persons as the parties may reasonably request; and
- o the parties shall have completed their respective due diligence review to their respective satisfaction.

A number of these conditions have already been satisfied.

Covenants Included In the Merger Agreement  
(See page 42)

The parties to the merger agreement agreed to take certain actions prior the closing, including, without limitation, the following:

- o the parties will give prompt written notice to each other of any material adverse development causing a breach of any of their representations and warranties;
- o Novastar will prepare and file with the SEC a registration statement and any amendment or supplement thereto relating to the merger and a separate registration statement relating to securities to be issued in the merger to affiliates of Novastar or Thorium prior to the merger and shares issued in connection with private placements prior to the merger;



- o Novastar will furnish to Thorium Power all of its filings to be made with the SEC and all materials to be mailed to Novastar's stockholders and will solicit comments from Thorium Power;
- o the parties will operate only in the ordinary and usual course of business consistent with past practice and will use reasonable commercial efforts to preserve their respective business. In addition, Novastar has agreed not issue any securities to its employees, consultants, advisors or others in consideration for services rendered or to be rendered without the prior written consent of Thorium Power;
- o prior to issuing any public announcement or statement with respect to the merger, the parties will, subject to their respective legal obligations, consult with each other and will allow each other to review the contents of any such public announcement or statement and any such filing;
- o Thorium Power will use commercially reasonable efforts to cause the holders of its options and warrants that have an exercise price at \$5.00 or less to exchange such securities for Novastar common stock pursuant to the merger agreement;
- o Novastar will appoint Seth Grae as its Chief Executive Officer and President;
- o the parties have agreed not to solicit the submission of merger proposals from any third parties;
- o on or before March 31, 2006, Novastar will use commercially reasonable efforts to raise at least \$2,750,000 in an equity financing transaction and will invest at least \$1,200,000 of such funds in Thorium Power for Thorium Power Common Stock at a price per share of \$4.00; and
- o Novastar will use commercially reasonable efforts to amend certain mining contracts to which Novastar is a party, such that the only remedy for a breach of obligations by Novastar thereunder is termination of such contracts.

A number of the foregoing covenants have already been satisfied.

Alternative Proposals and Superior Proposals  
(See page 45)

Novastar, TP Acquisition Corp. and Thorium Power are prohibited under the merger agreement from soliciting acquisition proposals, including proposals from third parties to acquire all or a majority of their capital stock or ten percent or more of their business or assets regardless of how the transaction might be structured. These proposals are referred to in the merger agreement as “Alternative Proposals”. If one of the parties to the merger agreement receives an unsolicited Alternative Proposal, however, that party may enter into discussions or negotiations with respect to that Alternative Proposal and provide information to the party making the unsolicited Alternative Proposal if:

- o the board of directors of the receiving party determines in good faith, after receiving the advice of its outside legal counsel, that action is required in order for the board of directors of the party to act in a manner consistent with its fiduciary duties under applicable law,
- o the board of directors of the party concludes in good faith, in consultation with its financial advisors, that the Alternative Proposal constitutes a Superior Proposal, and
- o the party receives from the person making the proposal a suitable confidentiality agreement.

The merger agreement defines “Superior Proposal” as an Alternative Proposal which the board of directors of a party to the merger agreement determines in good faith and after consultation with its financial advisor and after receiving the advice of its outside legal counsel to be more favorable to that party’s stockholders from a financial point of view than the merger and which is reasonably likely to be financed and otherwise completed without any undue delay.

A party that receives an unsolicited Alternative Proposal must communicate to the other parties in writing the identity of the person making an Alternative Proposal and the terms and conditions of the Alternative Proposal. The party receiving the Alternative Proposal must also keep the other parties informed about the status of any actions, including any discussions, taken with respect to an Alternative Proposal or any amendments or modifications to it.

In response to the receipt of an unsolicited written Alternative Proposal, if a party has complied with the requirements of the merger agreement and the board of directors of the party

- o determines in good faith that the Alternative Proposal is a Superior Proposal (and continues to constitute a Superior Proposal after taking into account any modifications proposed by the other parties), and
- o after receiving the advice of its outside counsel has concluded in good faith that action is required in order for the board of directors of the party receiving the Alternative Proposal to act in a manner consistent with its fiduciary duties under applicable law,

then, the board of directors of the party that received the Alternative Proposal may approve and recommend the Superior Proposal and, in connection with the Superior Proposal, withdraw or modify its approval or recommendation of the merger agreement.

Termination of the Merger Agreement  
(See page 46)

The agreement and plan of merger may be terminated at any time prior to the closing:

- o by the mutual written consent of the Parties;
- o by Novastar or TP Acquisition Corp.,
  - o upon written notice to Thorium Power that any of the conditions have not been fulfilled or waived on or prior to October 31, 2006,
  - o if there has been a breach by Thorium Power of any representation, warranty or covenant made by it in the merger agreement which has prevented the satisfaction of any condition to the obligations of Novastar and/or TP Acquisition Corp. to effect the closing and such breach has not been cured by Thorium Power or waived by Novastar and TP Acquisition Corp. within 20 business days after all other conditions to closing have been satisfied or are capable of being satisfied,
  - o if an Alternative Proposal relating to Thorium Power has not been rejected within thirty (30) days after receipt of such a proposal by Thorium Power, or
  - o if Novastar and/or TP Acquisition Corp. have complied with the provisions of the merger agreement relating to Superior Proposals.
- o by Thorium Power;
  - o upon written notice to Novastar and TP Acquisition Corp. that any of the conditions have not been fulfilled or waived on or prior to October 31, 2006,
  - o if there has been a breach by Novastar or TP Acquisition Corp. of any representation, warranty or covenant made by it in the merger agreement which has prevented the satisfaction of any condition to the obligations of Thorium Power to effect the closing and such breach has not been cured by Novastar and/or Acquisition Sub or waived by Thorium Power within 20 business days after all other conditions to closing have been satisfied or are capable of being satisfied,
  - o if an Alternative Proposal relating to Novastar and/or Acquisition Sub has not been rejected within thirty (30) days after receipt thereof by Novastar and/or Acquisition Sub, or
  - o if Thorium Power has complied with the provisions of the merger agreement relating to a Superior Proposal.
- o By any party to the merger agreement if a governmental authority issues an order, decree or ruling or takes any other action permanently restraining, enjoining or otherwise prohibiting the merger and such order, decree, ruling or other action shall have become final and nonappealable.

If the merger agreement is terminated by a party as a result of that party's acceptance of a Superior Proposal in accordance with the merger agreement, or as a result of a party not rejecting an alternative proposal within 30 days of receipt of such alternative proposal, then such party shall be obligated to pay a termination fee of \$500,000.

Risk Factors  
(See page 10)

In evaluating the merger agreement and the merger, you should carefully read this prospectus and especially consider the factors discussed in the section entitled “Risk Factors” beginning on page 10.

REGULATORY REQUIREMENTS

Material United States Federal Income Tax Consequences  
(See page 47)

For federal income tax purposes, the merger will be treated as a “reorganization” under Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”). As a result, you generally will not recognize any gain or loss on the conversion of your Thorium Power stock or non-compensatory options or warrants into shares of Novastar stock in the merger for federal income tax purposes. However, you generally will recognize gain to the extent you receive any cash in exchange for your Thorium Power stock.

This summary applies only to United States holders of Thorium Power stock, options and warrants, and is subject to the assumptions and limitations set out in “The Merger Agreement--Material United States Federal Income Tax Consequences,” which should be read for a more detailed discussion. Tax matters are complicated, and the tax consequences of the merger may vary among shareholders. We urge you to contact your own tax advisor for assistance in understanding fully how the merger will affect you.

Dissenters’ Rights  
(See page 51)

Thorium Power stockholders who did not consent to the merger will have dissenters’ rights. See pages 51.

Comparison of Rights of Security Holders  
(See page 99)

When the merger is completed, Thorium Power stockholders will become holders of shares of Novastar common stock. After that time, their rights will be governed by Nevada corporation laws, Novastar’s articles of incorporation and Novastar’s bylaws. The material differences between the rights of Thorium Power stockholders and their rights as Novastar stockholders are described, beginning on page 99.

## RISK FACTORS

The following factors should be considered together with the other information included in this prospectus, including the Annexes. Any of the following risks could materially adversely affect the business, operating results and financial condition of Thorium Power and Novastar. You should consider these factors in conjunction with the other information contained in this prospectus and the Annexes.

### RISK FACTORS RELATING TO THE MERGER

AVAILABILITY OF ADDITIONAL SHARES OF NOVASTAR COMMON STOCK UPON THE CONSUMMATION OF THE MERGER COULD DEPRESS THE PRICE OF NOVASTAR COMMON STOCK.

As of May 30, 2006, Novastar had 154,508,776 shares outstanding, which includes 36,659,837 shares that were issued by Novastar in private placement transactions after the merger agreement was signed. In connection with the merger, Novastar will issue approximately 117,249,321 shares of its common stock. Therefore, immediately following the merger there will be a total of 271,938,097 shares outstanding. Novastar is registering the shares to be issued in the merger under this registration statement and it will be registering the shares issued in the above mentioned private placements under a separate registration statement along with the shares to be issued in the merger to affiliates of Novastar or Thorium prior to the merger. The Novastar stock issued in the merger and to the private placement investors will be available for trading in the public market. The additional shares in the market may cause the price of Novastar common stock to decline. Also, if Novastar's stockholders sell substantial numbers of shares of Novastar common stock in the public market following consummation of the merger, including shares issued on the exercise of outstanding options and warrants, the market price of Novastar common stock could fall. These sales might also make it more difficult for Novastar to sell equity or equity related securities at a time and price that Novastar would deem appropriate. All of the shares of Novastar common stock issued to Thorium Power stockholders in the merger will be freely tradable without restrictions or further registration under the Securities Act of 1933, as amended (the "Securities Act"), unless the shares of common stock are held by an "affiliate" of Novastar or Thorium Power prior to the merger, as that term is defined under the Securities Act.

THE RIGHTS OF THORIUM POWER STOCKHOLDERS WILL DIFFER FROM THEIR RIGHTS AS NOVASTAR SECURITY HOLDERS, WHICH COULD PROVIDE LESS PROTECTION TO THE THORIUM POWER STOCKHOLDERS FOLLOWING THE MERGER.

Upon the consummation of the merger, Thorium Power stockholders will become holders of Novastar common stock. Material differences exist between the rights of Thorium Power stockholders under Thorium Power's charter documents, bylaws, and Delaware law and the rights of Novastar common stockholders under Novastar's charter documents, bylaws and Nevada law, which could provide less protection to Thorium Power stockholders and give more discretion to the officers and directors of Novastar.

FAILURE TO COMPLETE THE MERGER COULD ADVERSELY AFFECT THE BUSINESS, RESULTS OF OPERATIONS AND FINANCIAL CONDITION OF NOVASTAR AND THORIUM POWER.

The completion of the merger is subject to numerous conditions. Novastar cannot guarantee that the merger will be completed. If the merger is not completed for any reason, Novastar and Thorium Power may be subject to a number of material risks.

One significant risk of the failure to complete the merger would be the affect of such failure on Thorium Power's ability to raise capital. In May 2006, Novastar raised in excess of \$15 million primarily from institutional investors that are interested in investing in companies that engage in the nuclear power industry, like Thorium Power. Novastar and Thorium Power believe that many of these investors invested in Novastar because it is a public company, they believed that the merger would proceed and that the combined company would primarily engage in the business of nuclear fuel development. If the merger does not close, Thorium Power believes that it will be very difficult to access capital from this same group of investors, since it is not a public company with publicly traded stock, and that the failure of the merger to close might also deter other investors from investing in Thorium Power.

Other risks that might materialize if the parties fail to consummate the merger, include the following:

- o potential partners may refrain from entering into agreements with Novastar or Thorium Power;
- o employee turnover may increase; and
- o Thorium Power, and to a lesser extent, Novastar, may require additional capital, which may not be available on terms attractive to Thorium Power and Novastar, as applicable, or at all.

The occurrence of any of these factors could result in serious harm to the business, results of operation and financial condition of Novastar or Thorium Power or both.

NOVASTAR AND THORIUM POWER AGREED TO ENTER INTO THE AGREEMENT AND PLAN OF MERGER PURSUANT TO CERTAIN ASSESSMENTS, WHICH ARE INEXACT AND UNCERTAIN.

Novastar and Thorium Power each entered into the Agreement and Plan of Merger based on an assessment of the other company's resource base, exploration potential, intellectual property rights, operating costs, potential markets for designs and products, potential environmental and other liabilities and other factors beyond the control of either Novastar or Thorium Power. These assessments are necessarily inexact and their accuracy inherently uncertain. Such a review may not have revealed all existing or potential problems, nor did it necessarily permit them to become sufficiently familiar with the properties of the other to fully assess their merits and deficiencies. If consummated, the merger could change the nature of the operations and business of both Thorium Power and Novastar due to the character of the properties owned by both companies. Therefore, the merger may not be successfully implemented and may not achieve desired objectives.

THE INTEGRATION OF THE NOVASTAR AND THORIUM POWER BUSINESSES MAY BE COSTLY AND THE FAILURE OF MANAGEMENT TO SUCCESSFULLY EFFECT THE INTEGRATION MAY ADVERSELY AFFECT NOVASTAR'S BUSINESS, RESULTS OF OPERATIONS AND FINANCIAL CONDITION.

Novastar's ability to realize some of the anticipated benefits of the merger will depend in part on Novastar's ability to integrate Thorium Power's operations into Novastar's current operations in a timely and efficient manner. The integration process may require significant efforts from each company. The integration process may distract Novastar management's attention from the day-to-day business of the combined company. If Novastar is unable to successfully integrate the operations of the two companies or if this integration process is delayed or costs more than expected, Novastar's business, operating results and financial condition may be negatively impacted.

AS CERTAIN INDIVIDUALS ARE OFFICERS AND/OR DIRECTORS OF EACH OF THORIUM POWER AND NOVASTAR, CONFLICTS OF INTEREST ARE INHERENT.

Seth Grae is currently the CEO of both Thorium Power and Novastar and he is also a director of both companies and Thomas Graham, Jr. is a director of both companies, the Chairman of Novastar and the interim Secretary of Novastar. In accordance with his employment agreement with Novastar, Mr. Grae receives a portion of his total cash compensation (equal to \$275,000 per year plus bonus, in the aggregate) from both Novastar and Thorium Power and equity compensation and other benefits from both companies, for services provided to these companies. Mr. Grae and Ambassador Graham each have fiduciary duties to both Thorium Power and Novastar and their respective stockholders. The fact that they are officers and/or directors of both parties to the merger agreement creates a conflict of interest. The transactions contemplated by the merger agreement have not been consummated yet and situations will likely arise where Mr. Grae and Ambassador Graham will have to make decisions that benefit one party and are a detriment to the other, such as in the interpretation of the merger agreement. For example, Mr. Grae and Ambassador Graham could be called upon to interpret provisions in the merger agreement relating to the determination of the merger consideration to be paid to the Thorium Power security holders.

THE TIME OF INDIVIDUALS PARTICIPATING IN THE MANAGEMENT OF BOTH COMPANIES WILL BE STRETCHED THIN PENDING COMPLETION OF THE MERGER, AND THE SUBSTANTIAL EXPENSES ASSOCIATED WITH THE MERGER COULD ADVERSELY AFFECT THE FINANCIAL RESULTS OF NOVASTAR AND THORIUM POWER.

Management of both Novastar and Thorium Power will spend a significant amount of their business time on matters relating to the merger, including, the preparation of this registration statement, integration issues, and other matters that are customary in mergers of this type. In addition, Seth Grae and Thomas Graham, Jr., who are officers and/or directors of both parties to the merger, will be required to participate in the management of the businesses of both companies pending the merger in addition to devoting their own time and other management resources to action required to complete the merger. At the same time, they must ensure that Novastar is properly administered as a public company, including the compliance with SEC reporting obligations and other requirements. There can be no assurances that the resources of Novastar are adequate to ensure that the business of Novastar and Thorium Power is not neglected as a result of these competing demands.

Novastar and Thorium Power have and will incur substantial costs in connection with the merger. These costs primarily relate to the costs associated with the fees of attorneys, accountants and other advisors. If the merger is not completed, Novastar and Thorium Power will have incurred significant costs for which they will have received little or no benefit.

## **RISK FACTORS RELATING TO NOVASTAR**

### **NOVASTAR CONTINUES TO EXPERIENCE SIGNIFICANT OPERATING LOSSES.**

Novastar adopted a new business model in mid-2005 to pursue the exploration of thorium and other rare earth minerals and development opportunities, and has a limited operating history in its current form. Since it reorganized its business, its operating costs have exceeded its revenue in each quarter. Novastar incurred cumulative net losses of approximately \$10,899,554 from June 30, 2005 through, March 31, 2006, and anticipates a net loss of at least \$13,000,000 through 2006. Novastar may not be able to obtain or maintain any level of revenues. If Novastar is unsuccessful in these efforts, it may never achieve profitability.

### **NOVASTAR'S LIMITED OPERATING HISTORY MAKES IT DIFFICULT FOR YOU TO JUDGE ITS PROSPECTS.**

Novastar is an exploration stage company that has a limited operating history upon which an evaluation of Novastar, its current business and its prospects can be based. You should consider any purchase of Novastar's shares in light of the risks, expenses and problems frequently encountered by all companies in the early stages of corporate development.

### **NOVASTAR'S LIQUIDITY AND CAPITAL RESOURCES ARE UNCERTAIN.**

For the twelve month period ending June 30, 2005, Novastar had an operating loss of \$2,691,516. At June 30, 2005, Novastar had a working capital deficit of \$224,178. During the period from July 1, 2005 through June 12, 2006, Novastar raised approximately \$17,500,000 in private placement transactions. While management expects these proceeds will meet Novastar's foreseeable needs for at least the next 12 months, Novastar may need to raise additional capital by way of an offering of equity securities, an offering of debt securities, or by obtaining financing through a bank or other entity. If Novastar needs to obtain additional financing, that financing may not be available or Novastar may not be able to obtain that financing on terms acceptable to it. If additional funds are raised through the issuance of equity securities, there may be a significant dilution in the value of Novastar's outstanding common stock.

### **MINERAL EXPLORATION AND DEVELOPMENT ACTIVITIES ARE SPECULATIVE IN NATURE.**



Resource exploration and development is a speculative business, characterized by a number of significant risks including, among other things, unprofitable efforts resulting not only from the failure to discover mineral deposits but from finding mineral deposits which, though present, are insufficient in quantity and quality to return a profit from extraction. The marketability of minerals acquired or discovered by Novastar may be affected by numerous factors which are beyond the control of Novastar and which cannot be accurately predicted, such as market fluctuations, the proximity and capacity of milling facilities, mineral markets and processing equipment and such other factors as government regulations, including regulations relating to royalties, allowable production, importing and exporting of minerals and environmental protection, the combination of which factors may result in Novastar not receiving an adequate return on investment capital.

Substantial expenditures are required to establish mineral reserves through drilling, to develop metallurgical processes to extract the metal from the ore and, in the case of new properties, to develop the mining and processing facilities and infrastructure at any site chosen for mining. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that minerals will be discovered in sufficient quantities and grades to justify commercial operations or that funds required for development can be obtained on a timely basis. Estimates of reserves, mineral deposits and production costs can also be affected by such factors as environmental permitting regulations and requirements, weather, environmental factors, unforeseen technical difficulties, unusual or unexpected geological formations and work interruptions. In addition, the grade of ore ultimately mined may differ from that indicated by drilling results. Short term factors relating to reserves, such as the need for orderly development of ore bodies or the processing of new or different grades, may also have an adverse effect on mining operations and on the results of operations. Material changes in ore reserves, grades, stripping ratios or recovery rates may affect the economic viability of any project.

NOVASTAR IS AN EXPLORATION STAGE COMPANY, AND THERE IS NO ASSURANCE THAT A COMMERCIALLY VIABLE DEPOSIT OR "RESERVE" EXISTS ON ANY PROPERTIES FOR WHICH NOVASTAR HAS, OR MIGHT OBTAIN, AN INTEREST.

Novastar is an exploration stage company and cannot be certain that a commercially viable deposit, or "reserve," exists on any properties for which Novastar currently has or may have an interest. Therefore, determination of the existence of a reserve depends on appropriate and sufficient exploration work and the evaluation of legal, economic, and environmental factors. If Novastar fails to find a commercially viable deposit on any of its properties, its financial condition and results of operations will be materially adversely affected.

Any potential development and production of Novastar's exploration properties depends upon the results of exploration programs and/or feasibility studies and the recommendations of duly qualified engineers and geologists. Such programs require substantial additional funds. Any decision to further expand Novastar's operations on these exploration properties is anticipated to involve consideration and evaluation of several significant factors including, but not limited to:

- o costs of bringing each property into production, including exploration work, preparation of production feasibility studies and construction of production facilities;

- o availability and costs of financing;
- o ongoing costs of production;
- o market prices for the minerals to be produced;
- o environmental compliance regulations and restraints; and
- o political climate and/or governmental regulation and control.

NOVASTAR'S BUSINESS AND FINANCIAL CONDITION ARE SUBJECT TO THE RISKS APPLICABLE TO MINING COMPANIES GENERALLY

Factors beyond the control of Novastar may affect the marketability of any substances discovered from any resource properties Novastar may acquire. Metal prices have fluctuated widely in recent years. Government regulations relating to price, royalties, allowable production and importing and exporting of minerals can adversely affect Novastar. There can be no certainty that Novastar will be able to obtain all necessary licenses and permits that may be required to carry out exploration, development and operations on any projects it may acquire and environmental concerns about mining in general continue to be a significant challenge for all mining companies.

NOVASTAR WILL BE SUBJECT TO OPERATING HAZARDS, COMPETITION AND DOWNWARD PRICE FLUCTUATION WHICH MAY ADVERSELY AFFECT NOVASTAR'S FINANCIAL CONDITION.

Mineral exploration involves many risks, which even a combination of experience, knowledge and careful evaluation may not be able to overcome. Novastar's operations will be subject to all the hazards and risks normally incidental to exploration, development and production of metallic minerals, such as unusual or unexpected formations, cave-ins or pollution, all of which could result in work stoppages, damage to property and possible environmental damage. Novastar does not have general liability insurance covering its operations. Payment of any liabilities as a result could have a material adverse effect upon Novastar's financial condition.

Significant and increasing competition exists for the limited number of mineral acquisition opportunities available. As a result of this competition, some of which is with large established mining companies with substantial capabilities and greater financial and technical resources than Novastar, Novastar may be unable to acquire attractive mineral properties on terms it considers acceptable.

Novastar has no control over the fluctuations in the prices of the thorium and other rare earth minerals that it is exploring for. A significant decline in such prices would severely reduce the value of Novastar.

NOVASTAR'S ACTIVITIES WILL BE SUBJECT TO ENVIRONMENTAL AND OTHER INDUSTRY REGULATIONS WHICH COULD HAVE AN ADVERSE EFFECT ON THE FINANCIAL CONDITION OF NOVASTAR.

Novastar's activities are subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation generally provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations, which would result in environmental pollution. A breach of such legislation may result in imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which means stricter standards and enforcement, fines and penalties for non-compliance are more stringent. In addition to existing laws, there can be new federal, state, or local laws banning, restricting, or taxing mining activities planned by the Novastar.

Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and directors, officers and employees. The cost of compliance with changes in governmental regulations could have an adverse effect on the financial condition of Novastar.

The operations of Novastar, including exploration and development activities and commencement of production on its properties require permits from various federal, state, provincial and local governmental authorities and such operations are and will be governed by laws and regulations governing prospecting, development, mining, production, exports, taxes, labor standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety and other matters. Companies engaged in the development and operation of mines and related facilities generally experience increased costs and delays in production and other schedules as a result of the need to comply with applicable laws, regulations and permits.

Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations and, in particular, environmental laws.

NOVASTAR WILL RELY ON SETH GRAE AND CERTAIN OTHER KEY INDIVIDUALS AND THE LOSS OF MR. GRAE OR ANY OF THESE OTHER KEY INDIVIDUALS WOULD HAVE AN ADVERSE EFFECT ON NOVASTAR.

Novastar's success will depend upon Seth Grae and certain other key members of the management team. Mr. Grae's knowledge of the nuclear power industry, his network of key contacts within that industry and in government and, in particular, his expertise in the potential use of thorium as a fuel in nuclear reactors, is critical to the implementation of the prospective business model of the combined company. Mr. Grae and these other individuals are a significant factor in Novastar's future growth and success. The loss of the service of Mr. Grae or these other key members of the management team would have a material adverse effect on Novastar. Novastar does not have key man insurance policies relating to Seth Grae or any other key individuals and does not anticipate obtaining any such insurance.

## **RISK FACTORS RELATING TO THORIUM POWER**

### **THORIUM POWER CONTINUES TO EXPERIENCE SIGNIFICANT OPERATING LOSSES**

Thorium Power has never realized significant revenues or realized an operating profit. Since its formation, its operating costs have exceeded its revenue in each quarter. Thorium Power incurred a net loss of approximately \$332,000 for the quarter ended March 31, 2006, and anticipates a net loss of at least \$1,500,000 through the end of 2006; Novastar and Thorium Power anticipate a combined net loss of approximately \$14,500,000 through December 31, 2006. The combined company may not be able to obtain or maintain any level of revenues. If the combined company is unsuccessful in these efforts, it may never achieve profitability.

### **THORIUM POWER'S LIMITED OPERATING HISTORY MAKES IT DIFFICULT FOR YOU TO JUDGE ITS PROSPECTS.**

Thorium Power is a developmental stage company. Its fuel design patents and technology have never been reduced to practice and it has not received any royalty or sales revenue. You should consider any purchase of Novastar's shares in light of the risks, expenses and problems frequently encountered by all companies in the early stages of corporate development.

### **THORIUM POWER'S LIQUIDITY AND CAPITAL RESOURCES ARE UNCERTAIN.**

For the twelve month period ending December 31, 2005, Thorium Power had an operating loss of \$760,504. At December 31, 2005, Thorium Power had a working capital deficit of \$982,278. During the period from July 1, 2005 through May 31, 2006, Novastar raised approximately \$17,500,000 in private placement transactions. While management expects that these proceeds will be sufficient to meet the needs of the combined companies for at least the next 12 months, the combined company may need to raise additional capital by way of an offering of equity securities, an offering of debt securities, or by obtaining financing through a bank or other entity. If the combined company needs to obtain additional financing, such financing may not be available or the combined company may not be able to obtain that financing on terms acceptable to it. If additional funds are raised through the issuance of equity securities, there may be a significant dilution in the value of the combined company's outstanding common stock.

THORIUM POWER'S FUEL DESIGNS HAVE NEVER BEEN TESTED IN AN EXISTING COMMERCIAL REACTOR AND ACTUAL FUEL PERFORMANCE, AS WELL AS THE WILLINGNESS OF COMMERCIAL REACTOR OPERATORS AND FUEL FABRICATORS TO ADOPT A NEW FUEL DESIGN, IS UNCERTAIN.

Nuclear power research and development entails significant technological risk. New designs must be fabricated, tested and licensed before market opportunities will exist. Thorium Power's fuel designs are still in the research and development stage and while irradiation testing in a test reactor in Russia (which mimics the operating characteristics of an actual commercial reactor) and thermal-hydraulic experiments have been ongoing for several years, the fuel technology is yet to be tested in an existing commercial reactor. Thorium Power will not be certain about the ability of the fuel it designs to perform in actual commercial reactors until it is able to commercialize its fuel designs. It will also have to establish a relationship with a fuel fabricator to actually produce fuel using its designs. If the Thorium Power fuel designs do not perform as anticipated in commercial use, Thorium Power will not realize revenues from the licensing or other use of its fuel designs. In addition, there are several technical challenges involved in commercializing thorium based fuels. Some of the technical challenges with Thorium Power's technology identified by the experts at the Kurchatov Institute, Westinghouse, and International Atomic Energy Agency, include:

- o Fuel fabrication: The relatively high melting point of thorium oxide will require fuel pellet manufacturing techniques that are different from those currently used for uranium pellets.
- o Fuel fabrication: Thorium Power's fuel rod designs are greater than 3 meters long compared to conventional Russian fuel rods that are 1 meter long. The longer rods will require new equipment and experience making longer extrusions.
- o Fuel design: Thorium Power's "seed-and-blanket" fuel assembly design has a detachable central part which is not in conventional fuel designs.
- o Fuel design: Thorium Power's fuel design includes plutonium-zirconium fuel rods which will operate in a soluble boron environment. Current reactor operating experience is with uranium-zirconium fuel in a boron-free environment.
- o Fuel use: Thorium Power's fuel is expected to be capable of producing more gigawatt days per ton of fuel than is allowed by current reactor licenses, so to gain full economic benefits, reactor operators will have to get regulatory approval.
- o Fuel use: Thorium Power's fuel are expected to produce energy economically for up to 9 years in the reactor core. Current fuel demonstrates the cladding can remain corrosion-free for up to 5 years. Testing is needed to prove corrosion resistance for the longer residence time.
- o Fuel reprocessing: The IAEA has identified a number of ways that reprocessing spent thorium fuel will require technologies different from existing uranium fuel reprocessing. Management's current marketing plans do not assume or depend on the ability to reprocess and recycle spent fuel. Management expects spent thorium fuel will go into long term storage. This is current U.S. Government policy.

THORIUM POWER'S FUEL DESIGNS DIFFER FROM FUELS CURRENTLY LICENSED AND USED BY COMMERCIAL NUCLEAR POWER PLANTS. AS A RESULT, THE LICENSING AND APPROVAL PROCESS FOR THORIUM POWER'S FUELS MAY BE DELAYED AND MADE MORE COSTLY, AND INDUSTRY ACCEPTANCE OF THORIUM POWER'S FUELS MAY BE HAMPERED.

Thorium Power's fuel designs differ significantly in some aspects from the fuel licensed and used today by commercial nuclear power plants. Some of the differences between Thorium Power's fuels and those currently used include:

- o use of thorium instead of only uranium,
- o higher uranium enrichment level,
- o seed-and blanket fuel assembly design integrating thorium and uranium,
- o high burn-up levels of uranium,
- o use of metallic seed rods,
- o longer residence time of the blanket in the reactor, and
- o the ability of Thorium Power's fuels to dispose of reactor-grade plutonium and/or weapons-grade plutonium through the use of a new fuel design and in reactors that have never used plutonium-bearing fresh fuels.

These differences will likely result in more prolonged and extensive review by the U.S. Nuclear Regulatory Commission and other nuclear licensing authorities and customers. Also, the nuclear industry may be hesitant to switch to another fuel with little or no history of successful commercial use because of the need for additional engineering and testing with no guarantee of success as well as investor reluctance to invest in a new technology when viable existing technologies are available.

THORIUM POWER'S PLANS TO DEVELOP ITS THORIUM/WEAPONS-GRADE PLUTONIUM DISPOSING FUEL ARE DEPENDENT UPON U.S. GOVERNMENT FUNDING AND SUPPORT. WITHOUT SUCH SUPPORT, THORIUM POWER IS UNLIKELY TO BE ABLE TO SERVE THIS MARKET.

Thorium Power's business model and specifically its thorium/weapons-grade plutonium disposing fuel design is highly dependent upon U.S. and perhaps other government funding and acceptance as a technology appropriate to eliminate U.S. and Russian stockpiles of surplus weapons-grade plutonium. Management believes that participation in this multi-billion dollar market is a critical element in its business modeling. In the past, Thorium Power has faced resistance from some offices within the U.S. Department of Energy (DOE) that support other alternative plutonium disposing technology, particularly mixed plutonium uranium oxide (MOX) fuel designs. Thorium Power has spent a significant amount of funds to gain commercial and market acceptance for its fuel designs. Over the last two years Thorium Power has spent approximately \$400,000, in the aggregate, including both cash and the fair market value of equity compensation, on third party service providers in connection with these lobbying efforts. Thorium Power expects to spend significantly more money per year than it has in the past over the next three years on these efforts to gain acceptance. These efforts may not result in funding for Thorium Power or government acceptance of Thorium Power's technologies for plutonium disposition or other government-funded projects.

THORIUM POWER DOES NOT HAVE RIGHTS TO ALL OF THE DESIGNS, PROCESSES AND METHODOLOGIES THAT ARE USED OR MAY BE USED OR USEFUL IN ITS BUSINESS IN THE FUTURE. IF THORIUM POWER IS UNABLE TO OBTAIN SUCH RIGHTS ON REASONABLE TERMS IN THE FUTURE, THORIUM POWER'S ABILITY TO EXPLOIT ITS INTELLECTUAL PROPERTY MAY BE LIMITED.

Dr. Alvin Radkowsky invented the thorium fuel technology that Thorium Power is developing. Upon founding Thorium Power in 1992, Dr. Radkowsky assigned all of his rights in the intellectual property relating to such fuel designs to Thorium Power. Thorium Power then filed patent applications in the United States and other countries and the patents were issued and are held solely by Thorium Power. Thorium Power is currently conducting fuel assembly design work in Russia through Russian Research Centre Kurchatov Institute, an independent contractor that is closely affiliated with the government of the Russian Federation. Thorium Power does not have any licensing or other rights to acquire or utilize certain designs, methodologies or processes required for fuel assemblies. If Thorium Power desires to utilize such processes or methodologies in the future, it must obtain a license or other right to use such technologies from the Kurchatov Institute or other entities that subcontract to the Kurchatov Institute. If Thorium Power is unable to obtain such a license or other right on terms that it deems to be reasonable, then Thorium Power may not be able to fully exploit its intellectual property and may be hindered in the sale of its products and services.

THORIUM POWER RELIES UPON SETH GRAE AND THE LOSS OF MR. GRAE WOULD HAVE AN ADVERSE EFFECT ON THORIUM POWER.

Thorium Power's success depends upon Seth Grae. Mr. Grae's knowledge of the nuclear power industry, his network of key contacts within that industry and in government and, in particular, his expertise in the potential markets for the company's technologies, is critical to the implementation of Thorium Power's business model. Mr. Grae is likely to be a significant factor in Thorium Power's future growth and success. The loss of the service of Mr. Grae would have a material adverse effect on Thorium Power. Thorium Power does not have key man insurance policies relating to Seth Grae or any other key individuals and does not anticipate obtaining any such insurance.

THE PRICE OF FOSSIL FUELS OR URANIUM MAY FALL, WHICH WOULD REDUCE THE INTEREST IN THORIUM FUEL BY REDUCING ECONOMIC ADVANTAGES OF UTILIZING THORIUM BASED FUELS AND ADVERSELY AFFECT THE MARKET PROSPECTS FOR THORIUM POWER'S FUEL DESIGNS.

Coal, uranium and crude oil prices are currently at very high levels. Management believes the high cost of these fuels has resulted in increased interest in other sources of energy such as thorium. If prices of traditional energy sources fall, then the demand that the company expects for thorium based fuels may not materialize. A decrease in demand for thorium based fuels would negatively affect Thorium Power's future operating results.

THORIUM POWER'S RESEARCH OPERATIONS ARE CONDUCTED PRIMARILY IN RUSSIA, MAKING THEM SUBJECT TO POLITICAL UNCERTAINTIES RELATING TO RUSSIA AND U.S.-RUSSIA RELATIONS.

Substantially all of Thorium Power's present research activities are in Russia. Thorium Power's research operations are subject to various political risks and uncertainties inherent in the country of Russia. If U.S.-Russia relations deteriorate, the Russian government may decide to scale back or even cease completely its cooperation with the United States on various international projects, including in the plutonium disposition program and nuclear power technology development programs. If this happened, Thorium Power's research and development program in Russia could be scaled back or shut down, which could have a significant adverse impact on Thorium Power's ability to execute its business model. Furthermore, the Russian institutes engaged in the Thorium Power project are highly regulated and, in many instances, are controlled by the Russian government. The Russian government could decide that the nuclear scientists engaged in Thorium Power's project in Russia or testing facilities employed in this project should be redirected to other high priority national projects in the nuclear sector which could lead to delays or have some other significant adverse impact on Thorium Power's project.

THORIUM POWER SERVES THE NUCLEAR POWER INDUSTRY, WHICH IS HIGHLY REGULATED.

The nuclear power industry is a highly regulated industry. Thorium Power intends to license its fuel designs to nuclear fuel fabricators, who would, in turn, sell the thorium-based nuclear fuel that is produced using Thorium Power's intellectual property to nuclear generating companies. All nuclear companies are subject to the jurisdiction of the United States Nuclear Regulatory Commission, or its foreign equivalents, with respect to the operation of nuclear reactors, fuel cycle facilities and handling of nuclear materials and technologies. The U.S. Nuclear Regulatory Commission, and its foreign equivalents, subject nuclear facilities to continuing review and regulation covering, among other things, operations, maintenance, emergency planning, security and environmental and radiological aspects of those facilities. These nuclear regulatory bodies may modify, suspend or revoke operating licenses and impose civil penalties for failure to comply with applicable laws and regulations such as the Atomic Energy Act, the regulations under such Act or the terms of such licenses. Possession and use of nuclear materials, including thorium-based nuclear fuel, would require the approval of the United States Nuclear Regulatory Commission or its counterparts around the world and would be subject to monitoring by international agencies.

PUBLIC OPPOSITION TO NUCLEAR POWER COULD INCREASE.

Successful execution of Thorium Power's business model is dependent upon public support for nuclear power in the United States and other countries. Nuclear power faces strong opposition from certain competitive fuels, individuals and organizations. The occurrence of another major, Chernobyl-like, nuclear accident could have a significant adverse effect on public opinion about nuclear power and the favorable regulatory climate needed to introduce new nuclear technologies. Strong public opposition could hinder the construction of new nuclear power plants and lead to an early shut-down of the existing nuclear power plants. Furthermore, nuclear fuel fabrication and the use of new nuclear fuels in reactors must be licensed by the United States Nuclear Regulatory Commission and equivalent foreign governmental authorities. The licensing process includes public hearings in which opponents of the use of nuclear power might be able to cause the issuance of required licenses to be delayed or denied. In fact, since the Chernobyl nuclear accident, no new nuclear power plant has been built and opened in the United States.



## MODIFICATIONS TO EXISTING NUCLEAR FUEL CYCLE INFRASTRUCTURE AS WELL AS REACTORS MAY PROVE TOO EXTENSIVE OR COSTLY.

The existing nuclear fuel cycle infrastructure is predominantly based on low-enrichment uranium oxide fuels. Introduction of thorium based fuel designs, which require relatively higher enriched uranium or plutonium as a source of reactivity, into the existing nuclear fuel cycle supply chain would necessitate certain changes to procedures, processes and equipment used by existing nuclear fuel fabrication facilities and nuclear fuel transportation companies. In addition, Thorium Power's nuclear fuel designs rely on fabrication technologies that may be different from the fabrication techniques presently utilized by existing fuel fabricators. In particular, Thorium Power's metallic seed rods must be produced using a co-extrusion fabrication process that was developed in Russia. Presently, most commercial nuclear fuel is produced using a pellet fabrication technology, whereby uranium oxide is packed into small pellets that are stacked and sealed inside metallic tubes. The co-extrusion fabrication technology involves extrusion of a single-piece solid fuel rod from a metallic matrix containing uranium or plutonium seed fuel. While the co-extrusion fabrication process has been successfully used in Russia for decades to produce one-meter long metallic nuclear fuel rods used in nuclear reactors that propel Russian icebreakers, it must be upgraded and tested to demonstrate its ability to produce longer metallic rods (approximately 3.5-meters long for Russian VVER reactors) so that Thorium Power's seed fuel can be consistent with the standard length of fuel rods used in existing commercial reactors. Full-size metallic fuel rods have not yet been produced using this fabrication process, and there are no guarantees that this new fabrication technology will be successful.

Deployment of Thorium Power's nuclear fuel designs into existing commercial reactors may require modifications to existing equipment, refueling and fuel handling procedures, and other processes utilized at existing nuclear power plants. The costs of such modifications are difficult to ascertain. While one of Thorium Power's goals is to make its fuel designs as compatible as possible with the design of existing commercial reactors in order to minimize the extent and cost of modifications that may be required, Thorium Power may not be able to achieve compatibility sufficient to reduce the extent and costs of required modifications enough to make its design economical for reactor operations.

## THORIUM POWER'S NUCLEAR FUEL PROCESS IS DEPENDENT ON OUTSIDE SUPPLIERS OF NUCLEAR AND OTHER MATERIALS.

Production of fuel assemblies using Thorium Power's nuclear fuel designs is dependent on the ability of fuel fabricators to obtain supplies of thorium oxide for the "blanket" component of its fuel assembly design. Fabricators will also need to obtain metal for components, particularly zirconium. These materials are regulated and can be difficult to obtain or may have unfavorable pricing terms. The inability of fabricators to obtain these materials could have a material adverse effect on their ability to market fuel based on Thorium Power's technology.

THORIUM POWER MAY BE UNABLE TO PROTECT ITS INTELLECTUAL PROPERTY, PARTICULARLY IN LIGHT OF RUSSIAN INTELLECTUAL PROPERTY LAWS.

Intellectual property rights are evolving in Russia, trending towards international norms, but are by no means fully developed. Thorium Power works closely with the Kurchatov Institute in Russia to develop some of its intellectual property and so some of its intellectual property rights derive, or are affected by, Russian intellectual property laws. If the application of these laws to Thorium Power's intellectual property rights proves inadequate, then it may not be able to fully avail itself of its intellectual property and its business model may therefore be impeded.

#### **RISKS RELATED TO THE OWNERSHIP OF NOVASTAR STOCK**

THERE MAY BE VOLATILITY IN THE NOVASTAR STOCK PRICE, WHICH COULD NEGATIVELY AFFECT INVESTMENTS, AND STOCKHOLDERS MAY NOT BE ABLE TO RESELL THEIR SHARES AT OR ABOVE THE VALUE THEY RECEIVE IN THE MERGER.

The market price of Novastar's common stock may fluctuate significantly in response to a number of factors, some of which are beyond its control, including:

- o quarterly variations in operating results;
- o changes in financial estimates by securities analysts;
- o changes in market valuations of other similar companies;
- o announcements by Novastar or its competitors of new products or of significant technical innovations, contracts, receipt of (or failure to obtain) government funding or support, acquisitions, strategic partnerships or joint ventures;
- o additions or departures of key personnel;
- o any deviations in net sales or in losses from levels expected by securities analysts or any reduction in political support from levels expected by securities analysts;
- o future sales of common stock; and
- o results of analyses of mining and resources assets.

In addition, the stock market has recently experienced extreme volatility that has often been unrelated to the performance of particular companies. These market fluctuations may cause the Novastar stock price to fall regardless of its performance.

BECAUSE THE NOVASTAR SECURITIES TRADE ON THE OTC BULLETIN BOARD, THE ABILITY TO SELL SHARES IN THE SECONDARY MARKET MAY BE LIMITED.

The shares of Novastar common stock have been listed and principally quoted on the NASD OTC Bulletin Board. Because Novastar securities currently trade on the OTC Bulletin Board, they are subject to the rules promulgated under the Securities Exchange Act of 1934, as amended, which impose additional sales practice requirements on broker-dealers that sell securities governed by these rules to persons other than established customers and “accredited investors” (generally, individuals with a net worth in excess of \$1,000,000 or annual individual income exceeding \$200,000 or \$300,000 jointly with their spouses). For such transactions, the broker-dealer must determine whether persons that are not established customers or accredited investors qualify under the rule for purchasing such securities and must receive that person’s written consent to the transaction prior to sale. Consequently, these rules may adversely effect the ability of purchasers to sell Novastar securities and otherwise affect the trading market in Novastar securities.

Because Novastar shares are deemed “penny stocks,” there may be difficulty selling them in the secondary trading market. The Securities and Exchange Commission has adopted regulations, which generally define a “penny stock” to be any equity security that has a market price (as defined in the regulations) less than \$5.00 per share or with an exercise price of less than \$5.00 per share, subject to certain exceptions. As Novastar common stock falls within the definition of penny stock, these regulations require the delivery, prior to any transaction involving Novastar common stock, of a risk disclosure schedule explaining the penny stock market and the risks associated with it. Disclosure is also required to be made about compensation payable to both the broker-dealer and the registered representative and current quotations for the securities. In addition, monthly statements are required to be sent disclosing recent price information for the penny stocks. The ability of broker/dealers to sell Novastar common stock and the ability of stockholders to sell Novastar common stock in the secondary market would be limited. As a result, the market liquidity for Novastar common stock would be severely and adversely affected.

#### A LARGE NUMBER OF SHARES WILL BE ELIGIBLE FOR FUTURE SALE AND MAY DEPRESS NOVASTAR’S STOCK PRICE.

Novastar shares that are eligible for future sale may have an adverse effect on the price of the Novastar stock. As of May 30, 2006, there were 154,508,776 shares of Novastar common stock outstanding. As of June 12, 2006, about 75 million shares of Novastar common stock were freely tradable without substantial restriction or the requirement of future registration under the Securities Act. The remainder of the Novastar outstanding shares, most of which are held by Novastar’s officers, directors and greater than 5% stockholders, may be sold without registration under the exemption from registration provided by Rule 144 under the Securities Act. In addition, as of March 31, 2006, an additional 10,992,498 shares were subject to outstanding options or warrants.

Sales of substantial amounts of common stock, or a perception that such sales could occur, and the existence of options or warrants to purchase shares of common stock at prices that may be below the then current market price of the common stock, could adversely affect the market price of the Novastar common stock and could impair Novastar’s ability to raise capital through the sale of its equity securities.

NOVASTAR WILL NOT HAVE CUMULATIVE VOTING AND A SMALL NUMBER OF EXISTING STOCKHOLDERS CONTROL NOVASTAR, WHICH COULD LIMIT YOUR ABILITY TO INFLUENCE THE OUTCOME OF STOCKHOLDER VOTES.

Novastar stockholders do not have the right to cumulative voting in the election of Novastar directors. Cumulative voting, in some cases, could allow a minority group to elect at least one director to the Novastar board. Because there is no provision for cumulative voting, a minority group will not be able to elect any directors. Accordingly, the holders of a majority of the shares of common stock will be able to elect all of the members of the Novastar board of directors.

Novastar executive officers and directors, together with a small number of large stockholders will hold a majority of Novastar's outstanding common stock. Similarly, Thorium Power officers and directors as a group together with a small number of large stockholders own a majority of Thorium Power's outstanding common stock. As a result, these entities and individuals will be able to control the outcome of stockholder votes, including votes concerning the election of directors, the adoption or amendment of provisions in the Novastar charter or bylaws and the approval of mergers and other significant corporate transactions.

WE DO NOT EXPECT TO DECLARE DIVIDENDS IN THE FORESEEABLE FUTURE.

Neither Novastar nor Thorium Power has historically declared or paid any dividends. Novastar does not expect that Novastar will pay dividends in the foreseeable future. Rather, Novastar plans to reinvest earnings in mining and nuclear fuel development.

## COMPARATIVE HISTORICAL AND PRO FORMA PER SHARE DATA

The following table sets forth the historical per share data of Novastar and Thorium Power.

You should read the information below along with Novastar's and Thorium Power's consolidated financial statements included elsewhere in this prospectus.

	NINE MONTHS ENDED MARCH 31, 2006	YEAR ENDED JUNE 30, 2005	YEAR ENDED JUNE 30, 2004
Historical - Novastar:			
Basic income (loss) per share	\$ (0.11)	\$ (\$0.05)	\$ 0.00
Diluted net income (loss) per share	\$ (0.11)	\$ (\$0.05)	\$ 0.00
Book value per share	\$ 0.00	\$ 0.00	\$ (0.02)

	THREE MONTHS ENDED MARCH 31, 2006	YEAR ENDED DECEMBER 31, 2005	YEAR ENDED DECEMBER 31, 2004
Historical - Thorium Power:			
Basic loss per share	\$ (0.09)	\$ (0.23)	\$ (0.30)
Diluted loss per share	\$ (0.09)	\$ (0.23)	\$ (0.30)
Book value per share	\$ 0.12	\$ (0.23)	\$ (0.18)

	PRO FORMA AS OF MARCH 31, 2006	PRO FORMA AS OF JUNE 30, 2005	PRO FORMA AS OF JUNE 30, 2004
<u>Pro Forma</u>			
Basic and Diluted loss per share:			
Including effect of subsequent stock issuance	\$ (0.02)	\$ (0.01)	\$ 0.00
Excluding effect of subsequent stock issuance	\$ (0.02)	\$ (0.01)	\$ 0.00
Pro Forma Book value per share	\$ 0.06	\$ --	\$ --
Historical book value per share	\$ 0.00	\$ 0.00	\$ 0.00

(a) For pro forma loss per share, including effect of subsequent stock issuance, Novastar's historical shares of common stock outstanding were increased for the additional 36,659,837 shares issued in the private placement in May 2006 and for the 117,249,321 shares issued to Thorium Power pursuant to the merger agreement.

(b) For pro forma loss per share, excluding effect of subsequent stock issuance, Novastar's historical shares of common stock outstanding were increased only by the 117,249,321 shares issued to Thorium Power pursuant to the merger agreement specifically excluding the additional shares issued by both companies in the 36,659,837 private placement.

(c) Book Value per share is computed using the adjusted equity of Novastar after the adjustments for subsequent events and elimination adjustments outlined in the unaudited consolidated pro forma balance sheet as of March 31, 2006, submitted with this registration statement.

The historical book value per share is computed by dividing stockholders' equity by the number of shares of common stock outstanding at the end of each period presented.

The merger will be accounted for as a reverse merger, recapitalization of Thorium Power, with Thorium Power treated as the accounting acquirer.

#### MARKET PRICE AND DIVIDEND INFORMATION

NOVASTAR. Novastar common stock is listed and traded on the OTC Bulletin Board. The following table sets forth the high and low closing per share sales prices of Novastar common stock as reported on the OTC Bulletin Board for the quarterly fiscal periods presented below. The quotations were obtained from the OTC Bulletin Board website and reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

FISCAL YEAR	QUARTER ENDING	HIGH	LOW
2005	December 31, 2005	\$ 0.31	\$ 0.13
	September 30, 2005	\$ 0.30	\$ 0.11
	June 30, 2005	\$ 0.22	\$ 0.077
	March 31, 2005	\$ 0.22	\$ 0.09
2004	December 31, 2004	\$ 0.29	\$ 0.07
	September 30, 2004	\$ 0.04	\$ 0.017
	June 30, 2004	\$ 0.09	\$ 0.025
	March 31, 2004	\$ 0.09	\$ 0.009

On February 13, 2006, the last full trading day before the announcement of the execution of the merger agreement, the closing per share sales price for the Novastar common stock was \$0.80 on the OTC Bulletin Board. On May 26, 2006, the most recent practicable date, the closing per share sales price for the Novastar common stock was \$0.60 on the OTC Bulletin Board. As of May 26, 2006, there were approximately 147 holders of record of Novastar common stock.

THORIUM POWER. Thorium Power common stock is not publicly traded, and market price information is therefore not available.

#### DIVIDEND INFORMATION

Novastar has never declared or paid cash dividends on its shares of common stock. Novastar anticipates that any earnings will be retained for development and expansion of its business and does not anticipate paying any cash dividends in the near future. Novastar's board of directors has sole discretion to pay cash dividends based on its financial condition, results of operation, capital requirements, contractual obligations and other relevant factors.

Thorium Power has never declared or paid any cash dividends on its common stock and has no intention of paying cash dividends in the foreseeable future.

## APPROVAL OF THE MERGER

The following is a description of the material aspects of the merger, including the merger agreement. While Novastar and Thorium Power believe that the following description covers the material terms of the merger, the description may not contain all of the information that is important to you. More detailed information is contained elsewhere in this prospectus, including the annexes. A copy of the merger agreement is set forth in Annex A to this prospectus. Novastar and Thorium Power encourage you to read the merger agreement carefully for a complete description of the terms of the merger.

## BACKGROUND OF THE MERGER

Thorium Power was first contacted by Novastar on May 18, 2005, when Sean Mulhearn, the former Secretary of Novastar, telephoned Seth Grae, President and CEO of Thorium Power. Sean Mulhearn had conducted a Google search on “thorium” and had found the Thorium Power web site. Sean Mulhearn asked Seth Grae about the prospective use of thorium in nuclear reactors. Novastar Resources was interested in acquiring mineral rights to properties containing thorium, in the belief that thorium would be used as a nuclear reactor fuel in the future, causing the commodity price of thorium to rise, as had happened with uranium in the past when it began to be used in reactor fuels. Sean Mulhearn was also interested in thorium as a result of having read articles claiming that thorium fuels could result in growth in nuclear power, as thorium fuels could help make reactors safer and more proliferation-resistant while also being used to eliminate existing plutonium stockpiles.

At the time of this first contact by Novastar, Thorium Power was experiencing a liquidity shortfall and was trying to raise the additional capital the company needed to fund its operations. On June 14, 2005, Seth Grae together with Andrey Mushakov, Treasurer & Secretary of Thorium Power, met with Novastar representatives Sean Mulhearn, Strato Malamas, and Seth Shaw at the Thorium Power office in McLean, VA. At the meeting, each party described to the other details about the business and future plans for each company. The discussion included ways in which the two companies’ businesses were complementary, since deployment of Thorium Power’s nuclear fuels could help drive demand for thorium, a raw material to which Novastar intended to acquire mineral rights. At the end of the meeting, Thorium Power and Novastar agreed in principle to cooperate with each other in the area of promoting use of thorium as a nuclear fuel. Soon thereafter, Seth Grae was offered a position on the advisory board of Novastar, to help advise Novastar on how thorium could be used in nuclear reactors so as to help increase demand for the commodity thorium. Seth Grae accepted the position on Novastar’s advisory board on July 14, 2005 and received 1,000,000 restricted shares of Novastar common stock as compensation for acting as a Novastar advisory board member.

The first Thorium Power board of directors meeting in which Novastar was discussed occurred on June 22, 2005. At that meeting, Thorium Power decided to begin conducting due diligence on Novastar. Thereafter, on November 7, 2005, Thorium Power held a board of directors meeting at which Novastar was again discussed. At this meeting, the Thorium Power board of directors focused on a possible business combination with Novastar.



The Thorium Power board of directors then held meetings by conference call on December 15, 2005, December 18, 2005, January 4, 2006, January 24, 2006, and February 11, 2006. At each such meeting the propriety of a business combination with Novastar was discussed. In addition, on June 22, 2005 and April 26, 2006, the board of directors of Thorium Power met in person to discuss the potential business combination with Novastar.

In December 2005, Novastar leased office space in the same office suite in McLean, Virginia, where Thorium Power leases its office space.

On January 10, 2006, Seth Grae, who was then the chief executive officer and a director of Thorium Power and an advisory board member of Novastar, met with Seth Shaw, the Director of Strategic Planning of Novastar, and Alan Gelband, who was acting as Novastar's investment banker. At that meeting Messrs. Grae, Shaw and Gelband negotiated the principal terms of a business combination of Thorium Power and Novastar. Later that day, Mr. Grae and Charles Merchant executed and delivered on behalf of Thorium Power and Novastar, respectively, a non-binding letter of intent relating to the merger.

Thereafter, on February 14, 2006, Novastar, TP Acquisition Corp. and Thorium Power entered into the merger agreement. On June 12, 2006, the parties amended the merger agreement in order to reflect the exact distribution of the merger consideration among the Thorium Power stockholders, option holders and warrant holders.

#### THORIUM POWER'S REASONS FOR THE MERGER

The Thorium Power board of directors ultimately concluded that the Novastar proposal should be accepted and recommended that the stockholders approve the proposal, and that an exchange ratio that will result in the Thorium Power stockholders (along with option and warrant holders who will receive Novastar common stock at the closing in exchange for such options and warrants) owning approximately 54.5% of the combined company (before the dilution resulting from certain Novastar fundraising activities), in the aggregate, is fair to and in the best interests of Thorium Power and its stockholders. This conclusion was based on a number of factors including, without limitation, the following:

- o Following the merger, the combined company will be a public reporting company. The combined company will be able to use registered securities to effect acquisitions of assets and possibly businesses in the future. Thorium Power being a public company will result in increased visibility in the financial community. Status as a public reporting company will also result in improved transparency of operations and a perceived credibility and enhanced corporate image of being a publicly traded company.
- o Thorium Power's existing stockholders will benefit from holding the publicly traded Novastar shares with an increase in the liquidity of their investments in Thorium Power.
- o Novastar had an existing base of institutional stockholders that were already involved in Novastar and, accordingly, had a reason to support Novastar and the proposed business combination.

- o The Thorium Power board of directors believes that the merger will be viewed favorably by private equity investors and will enhance the combined company's ability to obtain private equity investment, both due to the prospect of a public trading market resulting from the merger and from the credibility and contacts of Novastar and its advisors in the investment community. In fact, following the execution of the merger agreement, Thorium Power received private equity financing in the aggregate amount of approximately \$1,000,000 from investors other than Novastar, some of whom were introduced to Thorium Power by Novastar and its advisors. In addition, since signing the merger agreement, Novastar has raised in excess of \$15 million in financing through private placements of its equity securities. This equity investment allowed Novastar to pay off its outstanding liabilities and still retain capital resources that will be available to the combined company after the merger is closed, and the Thorium Power board of directors believes that such financing would have been very difficult or impossible to obtain had the merger not been contemplated.
- o As part of the transaction, Seth Grae was to become Chief Executive Officer of Novastar, and existing Novastar management would not have a continuing leadership role.
- o The Thorium Power board of directors believes that Novastar's investment in Thorium Power during the period preceding execution of the merger agreement, in an aggregate amount of approximately \$600,000 was a concrete signal of Novastar's commitment to Thorium Power's goals, which would continue to the stockholders following the merger.
- o The board of directors believes that Thorium Power's access to capital markets will be better once Thorium Power is merged with Novastar, a public company.
- o Merging with a public company may be a more efficient way of becoming publicly traded.
- o Novastar's rights to certain exploration stage properties in Queensland, Australia that may contain thorium deposits and Novastar's rights to certain properties in Alabama that may contain thorium deposits, other rare earth minerals and platinum group metals.

The Thorium Power board of directors approved the merger and the merger agreement based on the foregoing.

#### NOVASTAR'S REASONS FOR THE MERGER

The Novastar board of directors, which at the time consisted of Charles Merchant and Paul C. Carter, determined, on February 9, 2006, that the merger is fair to and in the best interests of Novastar and its stockholders and recommended that the stockholders approve the proposal, and has approved the merger agreement and the merger based on a number of factors, including, without limitation, the following:

- o Thorium Power has technology that Novastar believes is promising and Novastar believes that Thorium Power's business model is sound and that Thorium Power has good growth and expansion prospects.
- o Novastar believes that the merger of the two companies will create synergies that will benefit the stockholders of the combined company.
- o The Novastar board of directors believes that the merger will be viewed favorably by private equity investors and will enhance the combined company's ability to obtain private equity investment, both due to the prospect of a public trading market resulting from the merger and from the credibility and contacts of Novastar and its advisors in the investment community. Since signing the merger agreement, Novastar has raised in excess of \$15 million in financing through private placements of its equity securities. This equity investment allowed Novastar to pay off its outstanding liabilities and still retain capital resources that will be available to the combined company after the merger is closed, and the Novastar board of directors believes that such financing would have been very difficult or impossible to obtain had the merger not been contemplated.

Effective April 2, 2006, Charles Merchant and Paul C. Carter each resigned from Novastar board of directors, and Seth Grae, Thomas Graham, Jr., and Cornelius J. Milmo each became directors of Novastar.

#### INTERESTS OF SOME THORIUM POWER OFFICERS AND DIRECTORS IN THE MERGER

Thorium Power stockholders should be aware that certain executive officers and directors of Thorium Power have interests in the merger that may be different from, or in addition to, the interests of Thorium Power stockholders generally. The Thorium Power board of directors was aware of the interests described below and considered them, among other matters, when adopting the merger agreement and recommended that Thorium Power stockholders vote to approve the merger agreement and to approve the merger. These interests are summarized below.

#### APPOINTMENT OF THORIUM POWER EXECUTIVE OFFICERS BY NOVASTAR

Following the execution of the merger agreement, Seth Grae, the Chief Executive Officer of Thorium Power, entered into an employment agreement with Novastar. Mr. Grae became the Chief Executive Officer and President of Novastar on April 2, 2006, and he became a director of Novastar on April 2, 2006. He has also retained all of his positions with Thorium Power. In addition, on April 2, 2006, Thomas Graham, Jr. became a director of Novastar, and on April 3, 2006 he became the Chairman of the board of directors of Novastar, while remaining a director of Thorium Power. Also, at or prior to the closing of the merger, Andrey Mushakov, the Treasurer and Secretary of Thorium Power will become the Executive Vice President - International Nuclear Operations of Novastar and will continue as an officer of Thorium Power (which will become a wholly owned subsidiary of Novastar at the closing).

## COMPENSATION AND EQUITY INTERESTS

On February 14, 2006, at the same time that the merger agreement was entered into among the parties, Novastar and Seth Grae entered into an employment agreement and a stock option agreement. Pursuant to the employment agreement, Novastar has agreed to pay Mr. Grae an annual salary of \$275,000 for performing the duties described in the employment agreement. In addition, Novastar issued to Mr. Grae pursuant to the agreement 5,000,000 shares of restricted stock and granted to Mr. Grae 7,200,000 non-qualified stock options, with a term of ten years at an exercise price of \$0.795 per share. The options vest with respect to 6/48 of the total number of shares granted on August 14, 2006 and vest 1/48 on first day of each month thereafter until all options have vested. The 5,000,000 shares of restricted stock vest immediately on issuance but 2,500,000 may not be directly or indirectly sold, transferred or otherwise disposed of for a period of one year and the remaining 2,500,000 for a period of two years, except for sales, transfers or other dispositions made to family members, for estate planning purposes, or pursuant to a qualified domestic relations order. The shares will also be subject to the provisions of Rule 144 promulgated under the Securities Act. Mr. Grae was named CEO of Novastar on March 17, 2006, though the agreement did not take effect until April 2, 2006, the date that Novastar obtained D&O liability insurance coverage, and the agreement terminates on April 2, 2011 the fifth anniversary of the date of the agreement. Prior to entering into the employment agreement with Novastar, Mr. Grae was on the Novastar advisory board. He had received a total of 1,000,000 shares of Novastar common stock for agreeing to be on Novastar's advisory board. Therefore, Mr. Grae owns a total of 6,000,000 shares of Novastar common stock and he has options to purchase an additional 7,200,000 shares of Novastar's common stock. In addition, Mr. Grae currently owns 254,333 shares of Thorium Power common stock and options to purchase an additional 281,333 shares of Thorium Power common stock at exercise prices ranging from \$1 to \$10. Upon consummation of the merger, these Thorium Power securities will be converted into Novastar securities. Upon consummation of the merger, Mr. Grae will own a total of 14,142,156 shares of Novastar common stock and he will also own the options to purchase an additional 12,494,440 shares of Novastar common stock that are described above.

Thomas Graham, Jr. has been a director of Thorium Power since July 1, 1997 and he became a director of Novastar on April 2, 2006. Ambassador Graham owns a total of 27,500 shares of Thorium Power common stock. Ambassador Graham owns 190,000 shares of Novastar common stock. Upon consummation of the merger, Ambassador Graham will own a total of 1,081,528 shares of Novastar common stock and he will own options to purchase 2,545,404 shares of Novastar common stock.

Andrey Mushakov has been the Treasurer of Thorium Power since April 2002 and Treasurer and Secretary of Thorium Power since July 2003. The merger agreement contains a condition to the closing of the merger that provides that Novastar must enter into an employment agreement with Mr. Mushakov that is reasonably acceptable to Thorium Power. Mr. Mushakov has agreed with Novastar to receive \$5,000 per month in consulting payments, for work performed since February 20, 2006. Novastar expects to enter into an employment agreement with Mr. Mushakov and appoint him to the office of Executive Vice President - International Nuclear Operations at or prior to the closing. Mr. Mushakov owns options to purchase a total of 37,500 shares of Thorium Power common stock. Upon consummation of the merger, Mr. Mushakov will own a total of 954,526 options to purchase shares of Novastar common stock. In addition, it is anticipated that Mr. Mushakov will receive additional equity securities of Novastar pursuant to the employment agreement that he will enter into with Novastar at or prior to the closing of the merger.

## INTERESTS OF SOME NOVASTAR OFFICERS AND DIRECTORS IN THE MERGER

As of April 2, 2006, Messrs. Grae and Graham, who are members of the board of directors of Thorium Power, became members of the board of directors of Novastar while retaining their position as members of the board of directors of Thorium Power. In addition, on such date, Cornelius J. Milmoie became a director of Novastar and on April 4, 2006 he became Novastar's Chief Operating Officer. Paul Carter, who was the President, Chief Executive Officer, Chief Financial Officer, Treasurer and a director of the Novastar since 2002 has resigned from all of such positions with Novastar and no longer holds any positions with Novastar. Charles Merchant, who was the Chief Operating Officer and Interim Chief Executive Officer and a director of Novastar has resigned from all of such positions with Novastar and no longer holds any positions with Novastar. Sean Mulhearn, the Secretary of Novastar has resigned from such position effective March 17, 2006 and no longer is an officer of Novastar. Seth Shaw, the Director of Strategic Planning of Novastar, continues to hold such position and will remain in such position following the merger.

For information regarding the interests in the merger of Seth Grae, and Thomas Graham, Jr., who are directors and/or officers of both Novastar and Thorium Power, see the disclosure above under "INTERESTS OF SOME THORIUM POWER OFFICERS AND DIRECTORS IN THE MERGER."

Cornelius J. Milmoie has been a director of Novastar since April 2, 2006 and he became the Chief Operating Officer of Novastar on April 4, 2006. Mr. Milmoie owns a total of 75,000 shares of Novastar common stock, which were issued by the Company upon Mr. Milmoie's employment with the Company. However, 37,500 of these shares may not be directly or indirectly sold, transferred or otherwise disposed of for a period of one year and the remaining 37,500 for a period of two years, except for sales, transfers or other dispositions made to family members, for estate planning purposes, or pursuant to a qualified domestic relations order. The shares will also be subject to the provisions of Rule 144 promulgated under the Securities Act. In connection with his employment with Novastar, Mr. Milmoie is entitled to receive a compensation package that included the following: an annual base salary of \$200,000; a stock option grant to acquire 525,000 shares of Novastar common stock pursuant to the Novastar 2006 Stock Plan; an annual incentive bonus to be determined by the board of directors of Novastar; reimbursement for all reasonable and necessary expenses incurred in connection with Mr. Milmoie's employment with Novastar; and four weeks of paid vacation per year. Mr. Milmoie will also be permitted to participate in all employee benefit plans, policies and practices now or hereafter maintained by or on behalf of Novastar commensurate with Mr. Milmoie's position with Novastar. Upon consummation of the merger, Mr. Milmoie will own a total of 75,000 shares of Novastar common stock and he will own options to purchase 525,000 shares of Novastar common stock.

Larry Goldman became Novastar's Treasurer and Acting Chief Financial Officer on June 13, 2006. Mr. Goldman owns a total of 75,000 restricted shares of Novastar Common Stock, which were issued by Novastar upon Novastar's entry into a consulting agreement with Mr. Goldman. Pursuant to the consulting agreement, Mr. Goldman receives hourly compensation of \$170.00 for services provided to Novastar, subject to a maximum of ten hours per day. The contract includes payment for a minimum of 40 hours per month. The contract can be terminated by Novastar at any time, but Novastar must provide at least 180 days advance written notice. Pursuant to the consulting agreement, Mr. Goldman was granted nonqualified options for the purchase of an additional 350,000 shares of Novastar common stock pursuant to Novastar's 2006 stock plan. Upon consummation of the merger, Mr. Goldman will own a total of 75,000 shares of Novastar common stock and options to purchase a total of 350,000 shares of Novastar common stock.

## **INDEMNIFICATION AND D&O INSURANCE**

Novastar's bylaws provide that its directors and officers will be indemnified to the fullest extent permitted under the laws of Nevada. Pursuant to Nevada General Corporation law, a corporation may indemnify any of its directors and officers if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. In addition, Novastar has obtained a Directors and Officers' Insurance Policy with AIG for a coverage limit of \$5 million and excess coverage with Hartford for an additional \$5 million.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

## **VOTES REQUIRED FOR APPROVAL OF THE MERGER**

In order for the merger to close, the merger must be approved by holders of a majority of Thorium Power's outstanding shares of voting stock. By written consent dated April 12, 2006 holders of the requisite number of Thorium Power's voting stock approved the merger. No further Thorium Power stockholder action is required to consummate the merger.

The Novastar stockholders are not required to vote on the merger. However, one of the conditions to the merger is that Novastar must amend its certificate of incorporation to increase the number of authorized shares of Novastar common stock to 500,000,000 and change the name of Novastar to "Thorium Power Ltd." Novastar expects to obtain the written consent of the holders of a majority in interest of its common stock, which is required in order to effectuate such charter amendments. Novastar does not anticipate soliciting any proxies for this purpose nor does Novastar expect to have a stockholders meeting relating to the charter amendments. Upon obtaining the requisite written consents, Novastar will distribute an information statement to its stockholders that describes these charter amendments and the related written consent.

## THE MERGER AGREEMENT

The following summary describes the material provisions of the merger agreement, as amended. The provisions of the merger agreement are complicated and not easily summarized. This summary may not contain all of the information about the merger agreement that is important to you. The merger agreement is attached to this prospectus as Annex A and is incorporated by reference into this prospectus, and we encourage you to read it carefully in its entirety for a complete understanding of the merger agreement.

### GENERAL

On February 14, 2006, Novastar, TP Acquisition Corp. and Thorium Power entered into the merger agreement, which, as amended, provides for the merger of Thorium Power with TP Acquisition Corp., pursuant to which Thorium Power will be the surviving corporation in the merger. After the merger the charter of the surviving corporation will be the certificate of incorporation of TP Acquisition Corp. and the by-laws of the surviving corporation will be those of TP Acquisition Corp.

If the merger is completed, stockholders of Thorium Power will no longer hold any interest in Thorium Power. They will become security holders of Novastar and their rights will be governed by Novastar's articles of incorporation and by-laws and by the laws of Nevada. See "Comparative Rights of Holders of Thorium Power Common Stock and Novastar common stock" for information about the relative rights of Thorium Power and Novastar security holders.

### MERGER CONSIDERATION

Upon consummation of the merger, each share of outstanding Thorium Power common stock (except shares as to which appraisal rights have been properly perfected and shares owned by Novastar) shall be converted into the right to receive 25.454 shares of Novastar common stock.

As a result of the merger, the shares of Thorium Power capital stock will no longer be outstanding, will automatically be cancelled and retired and will cease to exist, and each holder of a certificate representing such share immediately prior to the merger will cease to have any rights with respect to such certificate, except the right to receive the shares of the Novastar common stock described above.

### Fractional Shares

No fraction of any share of Novastar common stock will be issued to any former holder of Thorium Power capital stock. Each holder of Thorium common stock who would otherwise have been entitled to a fraction equal to one-half or more of a share of Novastar common stock will receive a full share of Novastar common stock, and fractional interests of less than one-half of a share of Novastar common stock will be canceled.

## TREATMENT OF THORIUM POWER WARRANTS AND STOCK OPTIONS

Upon consummation of the merger, each holder of non-compensatory options or warrants of Thorium Power that have an exercise price of \$5.00 or \$1.00 will receive from Novastar the number of shares of Novastar common stock for each Thorium Power share underlying such option or warrant as set forth below:

Exercise Price	Number of shares
\$1.00	22.750
\$5.00	11.936

Upon consummation of the merger, all investment warrants of Thorium Power that have an exercise price of more than \$5.00, and all compensatory options (regardless of exercise price) will become securities exercisable for such number of shares of Novastar common stock as the holder of such securities would have received had such holder converted such securities into Thorium Power common stock immediately prior to the closing of the merger.

## PROCEDURES FOR EXCHANGE OF STOCK CERTIFICATES

Novastar will enter into an agreement with a bank or trust company who will act as exchange agent for the exchange of the certificates formerly representing shares of Thorium Power common stock for certificates representing shares of the Novastar common stock issued in the merger. At the closing, Novastar will deposit with the exchange agent certificates representing the number of shares of Novastar common stock issuable in the merger. Novastar will cause the Exchange Agent to mail to each Thorium Power stockholder at the time of the merger a letter of transmittal and instructions for exchange of Thorium Power stock certificates for certificates representing shares of Novastar common stock. Upon surrender of a certificate to the exchange agent together with a duly executed letter of transmittal, the holder will be entitled to receive a certificate representing the number of shares of Novastar common stock that the holder has the right to receive in the merger. Until surrendered, each certificate formerly representing Thorium Power common stock will be deemed after the merger to represent ownership of the number of shares of Novastar common stock (and any rights derivative thereof) into which the number of shares of Thorium Power common stock represented thereby have been converted in the merger.

No certificate or scrip representing fractional shares of Novastar common stock will be issued in the merger. Each holder of Certificates who would otherwise have been entitled to a fraction equal to one-half or more of a share of Novastar common stock will receive a full share of Novastar common stock, and fractional interests of less than one-half of a share of Novastar common stock will be canceled.

Until the certificates are surrendered, Thorium Power stockholders will not be entitled to vote on matters submitted to Novastar stockholders, transfer or dispose of the Novastar common stock or receive dividends, if any, declared by Novastar.



## DIRECTORS OF NOVASTAR AFTER THE MERGER

Effective April 2, 2006, Charles Merchant and Paul Carter resigned from the board of directors of Novastar and Seth Grae, Cornelius J. Milmoie and Thomas Graham, Jr. were appointed as directors of Novastar. Messers. Grae, Milmoie and Graham are expected to remain as directors following the closing of the merger. The board of directors of Thorium Power will have the same members as the board of directors of Novastar following the closing of the merger

Following is biographical information regarding each of Novastar's directors:

**SETH GRAE.** Mr. Grae, age 43, was named the Chief Executive Officer and President of Novastar on March 17, 2006, and effective April 2, 2006, became a director of Novastar.

Mr. Grae is the President, the Chief Executive Officer and a director of Thorium Power. Mr. Grae has played an active role in all business activities of Thorium Power since its inception in 1992. Mr. Grae led the efforts that resulted in Thorium Power's project at the Kurchatov Institute becoming one of the first grant recipients from the United States Department of Energy ("DOE") for nuclear non-proliferation-related work in Russia. He is a member of the board of directors of the Bulletin of the Atomic Scientists and has served as co-chair of the American Bar Association's Committee on Arms Control and Disarmament. As a former member of the board of directors of the Lawyers Alliance for World Security, Mr. Grae helped advise on the drafting of nuclear export control regulations in China and Belarus, and he participated in consultations with the government of India on nuclear power and weapons. On a pro bono basis, he represented refuseniks, who were nuclear scientists, in securing exit visas from the Soviet Union. Mr. Grae obtained his B.A. from Brandeis University cum laude, J.D. from American University, LL.M. in International Law with honors from Georgetown University and M.B.A. from Georgetown University. He has been admitted to the bars of New York, Connecticut, and Florida (all now inactive).

**THOMAS GRAHAM, JR.** Ambassador Graham, age 72, became the Interim Secretary and a director of Novastar on April 2, 2006, and chairman of the board of directors on April 4, 2006.

Ambassador Graham is one of the world's leading experts in nuclear non-proliferation. He is Chairman of the Board of the Cypress Fund for Peace and Security. Ambassador Graham has served as a senior U.S. diplomat involved in the negotiation of every major international arms control and non-proliferation agreement for the past 35 years, including the Strategic Arms Limitations Talks (SALT), Strategic Arms Reduction Talks (START Treaties), Anti-Ballistic Missile (ABM) Treaty, Intermediate Nuclear Forces (INF) Treaty, Nuclear Non-Proliferation Treaty (NPT), Conventional Armed Forces in Europe (CFE) Treaty and Comprehensive Test Ban Treaty (CTBT). In 1993, Ambassador Graham served as the Acting Director of the U.S. Arms Control and Disarmament Agency (ACDA), and for seven months in 1994 served as the Acting Deputy Director. From 1994 through 1997, he served as the Special Representative of the President of the United States for Arms Control, Non-Proliferation and Disarmament, and in this capacity successfully led U.S. government efforts to achieve the permanent extension of the NPT. He also served for 15 years as the general counsel of ACDA. Ambassador Graham worked on the negotiation of the Chemical Weapon Convention and the Biological Weapons Convention. He drafted the implementing legislation for the Biological Weapons Convention and managed the Senate approval of the ratification of the Geneva Protocol banning the use in war of chemical and biological weapons. He is also Chairman of the Board of Mexco Energy Corporation, an oil and gas exploration company listed on the American Stock Exchange (stock ticker symbol MXC). Ambassador Graham received an A.B. in 1955 from Princeton and a J.D. in 1961 from Harvard University. He is a member of the Kentucky, the District of Columbia and the New York Bars and is a member of the Council on Foreign Relations. He chaired the Committee on Arms Control and Disarmament of the American Bar Association from 1986-1994. Ambassador Graham received the Trainor Award for Distinction in Diplomacy from Georgetown University in 1995.

**CORNELIUS J. MILMOE.** Mr. Milmoie, age 59, became a director of Novastar on April 2, 2006 and he was appointed the Chief Operating Officer of Novastar on April 4, 2006.

Mr. Milmoie served as General Counsel for General Electric's nuclear fuel business that provided nuclear fuel fabrication, software and design services to 50 nuclear reactors in the U.S., Europe, Japan, Mexico and Taiwan. At GE Nuclear Fuel, Mr. Milmoie led legal negotiations for all reactor reload contracts (valued at \$30 to \$300 million each), created a joint venture with Hitachi and Toshiba to build a \$70 million modern fuel processing plant that reduced costs by 30% and environmental effluents by 90%, and created a marketing joint venture with ENUSA that led to GE Nuclear Fuel's first fuel sales at plants in Germany and Finland. Since leaving GE in 2000, Mr. Milmoie has run his own consulting firm that has included GE as a major client, focusing on international energy transactions. Mr. Milmoie formed a project team to recover low enriched uranium for fuel fabrication from uranium concentrates at the Ulba Metallurgical plant in Kazakhstan. The DOE-supported project team included GE, Brookhaven National Laboratory, Massachusetts Institute of Technology, Kazatomprom and RWE Nukem. Mr. Milmoie's other projects include construction of a copper-beryllium alloy processing plant in Kazakhstan, sourcing zirconium components in Russia for Western nuclear power plants and R&D agreements for advanced nuclear technologies. Mr. Milmoie's firm has also received contracts to improve DOE reporting and management of all projects relating to the implementation of President Bush's National Energy Policy and DOE's international energy agreements, particularly science and technology agreements and nuclear non-proliferation agreements. Mr. Milmoie earned his B.A. from Colgate University in 1969 and earned his J.D. from Columbia University Law School and was admitted to the bar in 1974. From 1974 to 1980, Mr. Milmoie served as Staff Attorney and Special Assistant to the New York Public Service Commission. From 1980 to 1994, Mr. Milmoie served as a counsel in the following divisions of General Electric: GE Naval & Small Steam Turbines, GE Aircraft Engines, GE Government Services, GE Automated Systems, GE Aircraft Instruments, GE Armament Systems and GE Silicones.

Neither the board of directors of Thorium Power nor the board of directors of Novastar has established an audit committee, compensation committee or nominating committee, or any committees performing similar functions, and neither has designated an audit committee financial expert. After the merger, all such applicable functions will continue to be handled by the board of directors as a whole.

## OFFICERS OF NOVASTAR AFTER THE MERGER

From and after the closing of the merger, the officers of Novastar and Thorium Power (which will then be a wholly owned subsidiary of Novastar) will be identical and will be as follows:

Title	Name	Pre-Merger Affiliation
Chief Executive Officer, President and Director	Seth Grae	Thorium Power
Chief Operating Officer and Director	Cornelius J. Milmo	Novastar
Interim Secretary and Director	Thomas Graham, Jr.	Thorium Power
Executive Vice President - International Nuclear Operations	Andrey Mushakov	Thorium Power
Treasurer and Acting Chief Financial Officer	Larry Goldman	Neither Company

Messrs. Grae and Graham were appointed to their respective offices on March 17, 2006, effective on April 2, 2006. Mr. Milmo was appointed to his office on April 4, 2006 and Mr. Goldman was appointed to his office on June 9, 2006. Mr. Mushakov will be appointed to his office on or before the closing of the merger.

**LARRY GOLDMAN.** Mr. Goldman became the Treasurer and Acting Chief Financial Officer of Novastar on June 13, 2006.

Mr. Goldman is a certified public accountant with over 20 years of auditing, consulting and technical experience as a partner in a mid-size New York City based accounting firm, working with a wide variety of companies, assisting them in streamlining their operations and increasing profitability. Prior to joining Novastar, Mr. Goldman worked as the Chief Financial Officer, Treasurer and Vice President of Finance of WinWin Gaming, Inc. (OTCBB: WNN), a multi-media developer and publisher of sports, lottery and other games. Prior to joining WinWin, in October 2004, Mr. Goldman was a partner at Livingston Wachtell & Co., LLP and had been with that firm for the past 19 years. Mr. Goldman is also an independent director and audit committee chairman of Winner Medical Group Inc. (OTCBB: WMDG.OB), a China based manufacturer of medical disposable products and surgical dressings. Mr. Goldman has extensive experience in both auditing and consulting with public companies, and has experience providing accounting and consulting services to the Asian marketplace, having audited several Chinese public companies.

## THE MERGER AGREEMENT

### Representations, Warranties and Covenants

The merger agreement contains customary representations and warranties of the parties. Novastar's and TP Acquisition's representations and warranties to Thorium Power relate to, among other things:

- o organization, standing, corporate power and similar corporate matters;
- o authorization, execution, deliver and enforceability of the merger agreement;
- o valid issuance of Novastar common stock;
- o capital structure;
- o accuracy of financial statements and other information;
- o absence of certain adverse changes;
- o absence of litigation not previously disclosed;
- o absence of liabilities or claims not previously disclosed;
- o timely filing of all required tax returns;
- o delivery of all requested information;
- o material contracts;
- o whether any brokers were retained in connection with the merger transaction;
- o status of employees and compliance with labor laws;
- o compliance with the federal securities laws and the accuracy of all information filed with the SEC;
- o compliance with environmental laws; and
- o absence of any untrue statement of a material fact.

Thorium Power's representations and warranties to Novastar and TP Acquisition relate to, among other things:

- o organization, standing, corporate power and similar corporate matters;
- o authorization, execution, deliver and enforceability of the merger agreement;
- o capital structure;

- o accuracy of financial statements and other information;
- o absence of certain adverse changes;
- o absence of litigation not previously disclosed;
- o absence of liabilities or claims not previously disclosed;
- o timely filing of all required tax returns;
- o delivery of all requested information;
- o material contracts;
- o no brokers;
- o status of employees and compliance with labor laws;
- o compliance with environmental laws; and
- o absence of any untrue statement of a material fact.

None of the representations or warranties in the merger agreement will survive the closing.

#### Covenants Made By the Parties

The parties to the merger agreement have agreed to take certain actions prior the closing, including, among other things, the following:

- o the parties will use their commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by the merger agreement;
- o the parties are entitled to have full access to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to the other parties;
- o the parties will give prompt written notice to the other parties of any material adverse development causing a breach of any of their representations and warranties;
- o Novastar will prepare and file with the SEC this registration statement on Form S-4 and any amendment or supplement thereto, in addition to a separate registration statement relating to securities to be issued in the merger to affiliates of Novastar or Thorium prior to the merger and shares issued in connection with private placements prior to the merger. The parties have agreed to use their commercially reasonable efforts to have such registration statements declared effective by the SEC as promptly as practicable after the filing. Thorium Power has agreed to cooperate with Novastar in the preparation of these registration statements, which includes, among other things, the delivery to Novastar of such audited financial statements as are required by the rules and regulations of the SEC for inclusion in the registration statement;

- o subject to the terms and conditions of the merger agreement, Thorium Power has agreed to proceed diligently and in good faith to, as promptly as practicable, obtain all required consents, make any other filings with and give any other notices to governmental entities or any other public or private third parties required to consummate the merger;
- o Novastar must furnish to Thorium Power all of their filings to be made with the SEC and all materials to be mailed to Novastar's stockholders and will solicit comments from Thorium Power;
- o the parties will operate only in the ordinary and usual course of business consistent with past practice and will use reasonable commercial efforts to preserve their respective business. In addition, Novastar has agreed not issue any securities to its employees, consultants, advisors or others in consideration for services rendered or to be rendered without the prior written consent of Thorium Power;
- o prior to issuing any public announcement or statement with respect to the merger, the parties will, subject to their respective legal obligations, consult with each other and will allow each other to review the contents of any such public announcement or statement and any such filing;
- o Thorium Power will use commercially reasonable efforts to cause the holders of its options and warrants that have an exercised price at \$5.00 or less to exchange such securities for Novastar common stock pursuant to the merger agreement;
- o Novastar will appoint Seth Grae as its Chief Executive Officer and President;
- o the parties have agreed not to solicit the submission of merger proposal from any third parties;
- o on or before March 31, 2006, Novastar will use commercially reasonable efforts to raise at least \$2,750,000 in an equity financing transaction and will invest at least \$1,200,000 of such funds in Thorium Power for Thorium Power Common Stock at a price per share of \$4.00; and
- o Novastar will use commercially reasonable efforts to amend certain contracts to which Novastar is a party, such that the only remedy for a breach of obligations by Novastar thereunder is termination of such contracts.

A number of the foregoing covenants have already been satisfied.

### Conditions to the Completion of the Merger

The respective obligations of Thorium Power, Novastar and TP Acquisition to complete the merger are subject to the satisfaction or waiver of various conditions, including normal and customary closing conditions such as:

- o the accuracy of all representations and warranties;
- o the performance and compliance with all covenants, agreements and conditions;
- o the delivery of certificates, documents and legal opinions; and
- o the ability to complete the merger under applicable state laws.

In addition to the foregoing, Thorium Power's and Novastar's obligations to complete the merger are also subject to the satisfaction or waiver of, among other things, the following conditions:

- o this registration statement must become effective and no stop order suspending the effectiveness of this registration statement can be issued or remain in effect;
- o the board of directors of Novastar must approve (i) the merger agreement and the merger; (ii) amended and restated bylaws; and (iii) an amendment to Novastar's Certificate of Incorporation to (a) increase the number of authorized shares of Novastar Common Stock to 500,000,000, (b) change the name of Novastar to "Thorium Power Ltd." and (iii) make other changes as may be mutually agreed upon by the parties;
- o Novastar shall have obtained the written consent of the holders of a majority in interest of the Novastar Common Stock to the amendments to the Certificate of Incorporation of Novastar;
- o all directors of Novastar shall have resigned from their positions as directors and the persons designated by Thorium Power shall comprise the entire board of Novastar. In addition, Novastar shall have filed an information statement that complies with Rule 14f-1 of the Securities Exchange Act of 1934;
- o Seth Grae and Andrey Mushakov shall have entered into an employment agreement with Novastar;
- o the total number of shares of Thorium Power common stock held by dissenting stockholders shall not exceed 10% of the outstanding shares of its common stock;
- o holders of Thorium Power options and warrants that have an exercise price at \$5.00 or less shall have agreed to exchange their securities for Novastar Common Stock in accordance with the merger agreement;
- o requisite approval of the merger by Thorium Power's stockholders and board of directors;

- o receipt of releases from certain persons as the parties may reasonably request;
- o absence of any occurrence, event, incident, action, failure to act, or transaction since the date hereof which has had or is reasonably likely to cause a material adverse effect (financial or otherwise) on the business, assets, liabilities, condition, property, prospects or results of operations of the other party; and
- o the parties shall have completed their respective due diligence review of each other.

A number of these conditions have already been satisfied.

#### Alternative Proposals and Superior Proposals

Novastar, TP Acquisition Corp. and Thorium Power are prohibited under the merger agreement from soliciting acquisition proposals, including proposals from third parties to acquire all or a majority of their capital stock or ten percent or more of their business or assets regardless of how the transaction might be structured. These proposals are referred to in the merger agreement as “Alternative Proposals”. If one of the parties to the merger agreement receives an unsolicited Alternative Proposal, however, that party may enter into discussions or negotiations with respect to that Alternative Proposal and provide information to the party making the unsolicited Alternative Proposal if

- o the board of directors of the receiving party determines in good faith, after receiving the advice of its outside legal counsel, that action is required in order for the board of directors of the party to act in a manner consistent with its fiduciary duties under applicable law,
- o the board of directors of the party concludes in good faith, in consultation with its financial advisors, that the Alternative Proposal constitutes a Superior Proposal, and
- o the party receives from the person making the proposal a suitable confidentiality agreement.

The merger agreement defines “Superior Proposal” as an Alternative Proposal which the board of directors of a party to the merger agreement determines in good faith and after consultation with its financial advisor and after receiving the advice of its outside legal counsel to be more favorable to that party’s stockholders from a financial point of view than the merger and which is reasonably likely to be financed and otherwise completed without any undue delay

A party that receives an unsolicited Alternative Proposal must communicate to the other parties in writing the identity of the person making an Alternative Proposal and the terms and conditions of the Alternative Proposal. The party receiving the Alternative Proposal must also keep the other parties informed about the status of any actions, including any discussions, taken with respect to an Alternative Proposal or any amendments or modifications to it.



In response to the receipt of an unsolicited written Alternative Proposal, if a party has complied with the requirements of the merger agreement and the board of directors of the party

- o determines in good faith that the Alternative Proposal is a Superior Proposal (and continues to constitute a Superior Proposal after taking into account any modifications proposed by the other parties), and
- o after receiving the advice of its outside counsel has concluded in good faith that action is required in order for the board of directors of the party receiving the Alternative Proposal to act in a manner consistent with its fiduciary duties under applicable law,

then, the board of directors of the party that received the Alternative Proposal may approve and recommend the Superior Proposal and, in connection with the Superior Proposal, withdraw or modify its approval or recommendation of the merger agreement.

#### Termination of the Merger Agreement

The agreement and plan of merger may be terminated at any time prior to the closing:

- o By the mutual written consent of the Parties.
- o By Novastar or TP Acquisition Corp.,
  - o upon written notice to Thorium Power that any of the conditions have not been fulfilled or waived on or prior to October 31, 2006,
  - o if there has been a breach by Thorium Power of any representation, warranty or covenant made by it in the merger agreement which has prevented the satisfaction of any condition to the obligations of Novastar and/or TP Acquisition Corp. to effect the closing and such breach has not been cured by Thorium Power or waived by Novastar and TP Acquisition Corp. within 20 business days after all other conditions to closing have been satisfied or are capable of being satisfied,
  - o if an Alternative Proposal relating to Thorium Power has not been rejected within thirty (30) days after receipt of such a proposal by Thorium Power, or
  - o if Novastar and/or TP Acquisition Corp. have complied with the provisions of the merger agreement relating to Superior Proposals.
- o By Thorium Power,
  - o upon written notice to Novastar and TP Acquisition Corp. that any of the conditions have not been fulfilled or waived on or prior to October 31, 2006,
  - o if there has been a breach by Novastar or TP Acquisition Corp. of any representation, warranty or covenant made by it in the merger agreement which has prevented the satisfaction of any condition to the obligations of Thorium Power to effect the closing and such breach has not been cured by Novastar and/or Acquisition Sub or waived by Thorium Power within 20 business days after all other conditions to closing have been satisfied or are capable of being satisfied,

- o if an Alternative Proposal relating to Novastar and/or Acquisition Sub has not been rejected within thirty (30) days after receipt thereof by Novastar and/or Acquisition Sub, or
- o if Thorium Power has complied with the provisions of the merger agreement relating to a Superior Proposal.
- o By any party to the merger agreement if a governmental authority issues an order, decree or ruling or takes any other action permanently restraining, enjoining or otherwise prohibiting the merger and such order, decree, ruling or other action shall have become final and nonappealable.

If the merger agreement is terminated by a party as a result of that party's acceptance of a Superior Proposal in accordance with the merger agreement, or as a result of a party not rejecting an alternative proposal within 30 days of receipt of such alternative proposal, then such party shall be obligated to pay a termination fee of \$500,000.

#### REGULATORY APPROVALS

No filings are required to be made and no approvals are required to be obtained pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. However, any time before or after the consummation of the merger, the Department of Justice, the Federal Trade Commission, state attorneys general, the antitrust regulatory agencies of various foreign countries or a private person or entity could challenge the merger under antitrust laws and seek, among other things, to enjoin the merger or to cause Novastar to divest itself, in whole or in part, of Thorium Power or other businesses conducted by Novastar. Based on the information available to them, Novastar and Thorium Power believe that the merger will not violate the United States federal or state antitrust laws.

Thorium Power and Novastar conduct operations in a number of jurisdictions where other regulatory filings or approvals may be required or advisable in connection with the completion of the merger. Thorium Power and Novastar are currently in the process of reviewing whether other filings or approvals may be required or desirable in these other jurisdictions. Some of these filings may not be completed prior to closing and some of these approvals, which are not as a matter of practice required to be obtained prior to effectiveness of a merger transaction, may not be obtained prior to closing.

*In General*

The following discussion is a general summary of the U.S. federal income tax considerations in connection with the merger anticipated to be material to a holder of Thorium Power stock, options or warrants, as the case may be, who is a U.S. person (collectively, a “Thorium Power Holder”). Generally, a U.S. person is:

- o an individual citizen or resident of the United States;
- o a corporation (including an entity other than a corporation which is treated as a corporation for U.S. federal income tax purposes), a partnership or a limited liability company, that is created or organized in or under the laws of the United States or any political subdivision thereof;
- o an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- o a trust if, in general, a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or a trust in existence on August 20, 1996 if such trust has elected to continue to be treated as a U.S. person and met certain other requirements.

**THE TAX CONSEQUENCES TO THORIUM POWER HOLDERS WHO ARE NOT U.S. PERSONS (INCLUDING INDIVIDUALS WHO WERE U.S. PERSONS IN THE PAST) INVOLVE TAX CONSIDERATIONS THAT ARE BEYOND THE SCOPE OF THIS DISCUSSION. IT IS THEREFORE ADVISED THAT EACH SUCH HOLDER CONSULT ITS TAX ADVISOR TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE MERGER AND OWNERSHIP OF NOVASTAR STOCK OR SECURITIES APPLICABLE TO SUCH HOLDER.**

The discussion herein does not intend to be exhaustive of all possible tax considerations; for example, the discussion does not contain a description of any state, local or foreign tax considerations. In addition, this summary discussion is intended to address only those U.S. federal income tax considerations that are generally applicable to a Thorium Power Holder who holds Thorium Power stock, options or warrants, as the case may be, as a capital asset (within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”)), and this summary does not discuss all aspects of U.S. federal income taxation that might be relevant to a specific Thorium Power Holder in light of such person’s particular investment or tax circumstances.

In particular, the discussion does not purport to deal with all aspects of taxation that may be relevant to Thorium Power Holders that are subject to special treatment under the U.S. federal income tax laws, including, without limitation, individual retirement and other tax-deferred accounts; banks and other financial institutions; insurance companies; tax-exempt organizations; dealers, brokers or traders in securities or currencies; persons subject to the alternative minimum tax; persons who hold their Thorium Power stock or securities as part of a straddle, hedging, synthetic security, conversion transaction or other integrated investment consisting of Thorium Power or Novastar stock or securities, and one or more other investments; persons whose functional currency is other than the U.S. dollar; persons who received their Thorium Power stock, options or warrants as compensation in connection with the performance of services or on exercise of options received as compensation in connection with the performance of services; persons eligible for tax treaty benefits; and foreign corporations, foreign partnerships, other foreign entities and individuals who are not citizens or residents of the United States.

The information in this discussion is based on the federal income tax laws as of the date of this document, which include:

- o the Code;
- o current, temporary and proposed Treasury regulations promulgated under the Code;
- o the legislative history of the Code;
- o current administrative interpretations and practices of the Internal Revenue Service (the “IRS”), including its practices and policies as expressed in private letter rulings, which are not binding on the IRS except with respect to a taxpayer that receives such a ruling; and
- o court decisions.

There is a risk that future legislation, Treasury regulations, administrative interpretations and/or court decisions may change the current law or adversely affect existing interpretations of the U.S. federal income tax laws. Any change could apply retroactively to transactions preceding the date of the change and neither Novastar nor Thorium Power undertake to inform Thorium Power Holders of any change. In addition, there is a risk that the statements set forth in this summary discussion (which do not bind the IRS or the courts) may be challenged by the IRS and may not be sustained by a court if so challenged.

**THE DISCUSSION HEREIN IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED BY ANY THORIUM POWER HOLDER AS BEING, TAX ADVICE. THEREFORE, EACH THORIUM POWER HOLDER IS URGED TO CONSULT WITH ITS TAX ADVISOR TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE MERGER AND THE OWNERSHIP OF NOVASTAR STOCK OR SECURITIES, INCLUDING THE PARTICULAR FACTS AND CIRCUMSTANCES THAT MAY BE UNIQUE TO SUCH HOLDER.**

*United States Federal Income Tax Consequences to Thorium Power Holders*

At closing, TP Acquisition Corp. will be merged with and into Thorium Power and Thorium Power Holders (other than holders of Thorium Power options and warrants which will be assumed by Novastar in the merger) will receive shares of Novastar common stock in exchange for their Thorium Power stock, options and warrants as set forth in the merger agreement.

Provided the transactions described herein are completed in accordance with the terms of the merger agreement, the merger will be treated as a reorganization within the meaning of Section 368(a) of the Code. Subject to the limitations and qualifications referred to herein, the merger described in the preceding paragraph should result in the following U.S. federal income tax consequences:

- (1) None of Novastar, TP Acquisition Corp. or Thorium Power will recognize any gain or loss as a result of the merger.
- (2) A Thorium Power Holder will not recognize gain or loss on receipt of shares of Novastar stock at closing in exchange for Thorium Power stock and non-compensatory options or warrants surrendered in the merger.
- (3) The basis of the Novastar stock received by each Thorium Power Holder in the merger will be the same as the basis of the Thorium Power stock and non-compensatory options and warrants surrendered in exchange therefore.
- (4) The holding period for Novastar stock received by each Thorium Power Holder in the merger in exchange for such holder's Thorium Power stock and non-compensatory options or warrants will include such holder's holding period for the Thorium Power stock and non-compensatory options or warrants surrendered in exchange therefore.
- (5) A Thorium Power Holder who (i) perfects their dissenters' rights under applicable law and receives a cash payment for their Thorium Power stock and (ii) does not own any Novastar stock or securities (either actually or constructively within the meaning of Section 318 of the Code) following the receipt of the cash, will generally recognize capital gain or loss measured by the difference between the amount of cash received and the holder's adjusted tax basis in the surrendered Thorium Power stock.

Each Thorium Power Holder will be required to attach a statement to its federal individual income tax return for the taxable year in which the merger takes place. Such statement must contain the information listed in Treasury Regulation section 1.368-3(b). The statement must include, among other things, the holder's adjusted tax basis in the stockholder's Thorium Power stock, options or warrants and the number of shares and the value of the Novastar stock received.

The treatment of the merger for U.S. federal income tax purposes summarized immediately above cannot be guaranteed by either Novastar or Thorium Power and it is possible that the IRS may take a different position. If the IRS were to successfully assert that the merger is not a reorganization within the meaning of Section 368(a) of the Code, each Thorium Power Holder would be required to recognize gain or loss in the year of the closing based on the difference between the fair market value of the Novastar stock or options received by such holder, and the holder's adjusted tax basis in the surrendered Thorium Power stock, options or warrants. In such an event, each Thorium Power Holder's aggregate basis in any Novastar stock or options received (including any Novastar stock held in the Exchange Fund which is constructively received by such holder) would equal the fair market value of the stock or options at the time of receipt and the holding period for the stock or options would begin on the date of receipt.

Under the Code, a Thorium Power Holder in some circumstances may be subject to backup withholding with respect to the amount of cash, if any, received in the merger, unless the holder provides proof of an applicable exemption or a correct taxpayer identification number to Novastar and otherwise complies with applicable requirements of the backup withholding rules. Any amounts withheld under the backup withholding rules are not an additional tax and may be credited against the Thorium Power Holder's U.S. federal income tax liability for the appropriate taxable year, provided the required information is furnished to the IRS.

Thelen Reid & Priest LLP has delivered an opinion to Thorium Power incorporating the preceding discussion. The opinion has been filed as an exhibit to the registration statement of which this prospectus is a part. The opinion is based, in part, on assumptions and on representations made by Thorium Power's management.

An opinion of counsel only represents counsel's best legal judgment, and has no binding effect or official status of any kind. No assurance can be given that contrary positions will not be taken by the Internal Revenue Service or a court considering the issues. Neither Thorium Power nor Novastar has requested or will request a ruling for the IRS with regard to the U.S. federal income tax consequences of the merger.

#### RIGHTS OF DISSENTING STOCKHOLDERS

Upon completion of the merger, holders of Thorium Power common stock who did not consent to the adoption of the merger agreement and who follow the procedures specified in Section 262 of the Delaware General Corporation Law or DGCL within the appropriate time periods will be entitled to have their shares of Thorium Power common stock appraised by the Delaware Court of Chancery and to receive the "fair value" of such shares in cash as determined by such court in lieu of the consideration that such stockholders would otherwise be entitled to receive pursuant to the merger agreement.

On April 12, 2006, Thorium Power distributed an information statement to its stockholders that informed the Thorium Power stockholders of the annual meeting that occurred on April 26, 2006. The information statement also notified the stockholders of Thorium Power that stockholders of Thorium Power holding the requisite number of shares to approve the merger signed a written consent that approved the merger agreement and the transactions contemplated thereby. The meeting was held solely for informational purposes and no vote was taken at the meeting. The information statement included detailed instructions about how to exercise appraisal rights. Stockholders who intended to exercise appraisal rights were required to submit written notice of this intent to Thorium Power prior to May 2, 2006, the twentieth day following the mailing of the information statement to the Thorium Power stockholders.

**NOVASTAR RESOURCES LTD.**  
**SELECTED HISTORICAL FINANCIAL INFORMATION**

The data for the years ended June 30, 2004 and 2005 have been derived from Novastar's consolidated financial statements that have been audited by Telford Sadovnick, P.L.L.C., independent auditors, which are contained elsewhere in this prospectus. The data for the nine months ended March 31, 2006 and 2005 and the balance sheet data as of March 31, 2006 have been derived from Novastar's accounting records and have not been audited. This interim data contains all adjustments that are of a normal recurring nature necessary to present fairly the financial position and results of operations for the interim reporting period. Operating results for the nine-month period ended March 31, 2006 and the years ended June 30, 2005 and 2004 are not necessarily indicative of results that may be expected for any future periods. Please read the selected financial data set forth below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations - Novastar", Novastar's financial statements and related notes contained elsewhere in this prospectus, Novastar's Form 10-KSB for the fiscal year ended June 30, 2005 and Novastar's Form 10-QSB for the nine months ended March 31, 2006.

	NINE MONTHS ENDED MARCH 31,		YEARS ENDED JUNE 30,	
	2006 (unaudited)	2005 (unaudited)	2005 (audited)	2004 (audited)
STATEMENT OF OPERATIONS DATA				
Revenue	\$ 0	\$ 0	\$ 0	\$ 0
Expenses				
Consulting	\$ 3,362,399	\$ 833,048	\$ 2,303,533	\$ 23,635
Interest attributable to beneficial conversion feature for notes payable	--	\$ 442,813	\$ 442,813	\$ 55,178
Interest - other	--	--	\$ 0	\$ 678
Public relations	\$ 132,785	--	\$ 68,899	\$ 0
Legal	\$ 273,776	--	\$ 27,654	\$ 8,912
Administrative	\$ 69,994	\$ 80,526	\$ 15,929	\$ 3,996
Accounting	\$ 50,113	--	\$ 2,506	\$ 3,031
Forgiveness of debt	--	--	\$ (169,818)	\$ 0
Mineral property acquisition costs	\$ 1,720,544	--	\$ 0	\$ 0
Mineral property exploration expenses	\$ 269,608	--	\$ 0	\$ 0
Write down of equipment	--	--	\$ 0	\$ 0
Stock-based compensation	\$ 5,020,335	--	--	--
Net Loss	\$ (10,899,554)	\$ (1,356,387)	\$ (2,691,516)	\$ (95,430)
Loss Per Share	\$ (0.11)	\$ (0.03)	\$ (\$0.05)	\$ 0.00
Weighted Average Number of Shares				
Outstanding	103,148,271	50,110,123	57,188,970	38,372,532

	AS OF March 31,	AS OF June 30,	
	2006	2005	2004
	(unaudited)	(audited)	(audited)
BALANCE SHEET DATA			
Total Current Assets	\$ 324,960	\$ 802	\$ 0
Long Term Investment	\$ 700,000	\$ 0	\$ 0
Exploration Equipment	\$ 55,290	\$ 0	\$ 774
Total Assets	\$ 1,080,250	\$ 802	\$ 774
Total Current Liabilities	\$ 691,505	\$ 224,980	\$ 323,663
Total Liabilities	\$ 691,505	\$ 224,980	\$ 772,969
Total Stockholders' Equity (Deficiency)	\$ 388,745	(\$224,178)	(\$772,195)



**MANAGEMENT'S DISCUSSION AND ANALYSIS  
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS - NOVASTAR**

The following discussion should be read in conjunction with Novastar's financial statements, together with the notes to those statements, included elsewhere in this report. The following discussion contains forward-looking statements that involve risks, uncertainties, and assumptions such as statements of Novastar's plans, objectives, expectations, and intentions. Novastar's actual results may differ materially from those discussed in these forward-looking statements because of the risks and uncertainties inherent in future events.

***Overview***

Novastar has engaged in the acquisition, exploration and evaluation of mineral rights in properties containing thorium. All commercially viable thorium metal is extracted from monazite. The phosphate mineral monazite exists as a sand and may contain concentrations of 3.0% -12.0% thorium oxide as well as other rare earth minerals such as cerium, lanthanum, yttrium and neodymium, and platinum group metals ("platinum group metals").

In the future, Novastar may acquire rights to properties that contain monazite deposits. Properties of interest to Novastar would be both monazite stockpiles and in ground concentrations of mineral monazite.

The current market for thorium is very limited. Novastar's objective has been to become a supplier of thorium to be used in the future as fuel in nuclear energy industry. Thorium can be used to power existing nuclear reactors using designs developed by Thorium Power. Thorium based nuclear fuels are believed to have several important advantages over conventional nuclear fuels, such as non-proliferation benefits, environmental benefits and possible cost and safety benefits.

Novastar expects to generate revenues in the future through the sale of thorium, platinum group metals and other rare earth minerals, but we have not done so to date.

***Outlook***

As of the date of this prospectus, there is not any significant global demand for thorium as a source of nuclear fuel. Novastar believes that there will be significant increases in demand for thorium at some future point; however, Novastar is unable to predict when or if this will occur.

The International Atomic Energy Agency (IAEA), a United Nations organization, submitted an official report on the thorium nuclear fuel cycle in May of 2005. On July 6, 2005 Novastar issued a press release commenting on this report. The IAEA report publicly promotes the significant benefits of thorium as a nuclear fuel. In addition, on page # 91 of its report, the IAEA recommended that companies augment the exploration and mining of thorium to insure the availability of sufficient supplies of reactor grade thorium.

To date, Novastar has invested approximately \$1,350,000 in Thorium Power and upon consummation of the merger, Novastar will acquire Thorium Power and it will become Novastar's wholly-owned subsidiary.

Seth Grae, the CEO of Thorium Power became Novastar's CEO on March 17, 2006 pursuant to the terms of the merger agreement. He and Thomas Graham, Jr., a board member of Thorium Power, also became members of Novastar's board of directors on April 2, 2006. Cornelius Milmo became a director of Novastar on April 2, 2006 and its COO on April 4, 2006.

Novastar has worked with the government relations firm Capitol Project Partners, LLC. To inform government officials on the value of thorium and a thorium nuclear fuel cycle.

In addition to the acquisition of thorium properties and mineral rights, Management believes Novastar may have potential revenue opportunities to supplement its business since other metals of commercial significance can be extracted from Novastar's properties. These would include platinum group metals and rare earth minerals of the yttrium group. Rare earth minerals can be divided into two groups: the yttrium group, containing yttrium, lanthanum, cerium, neodymium, and the dysprosium group, containing europium, gadolinium, terbium, dysprosium, holmium, and erbium. Mineral monazite only contains concentrations of rare earth minerals classified in the yttrium group.

Management believes that Novastar's properties may also contain zirconium oxide. Zirconium metal is used as an alloy to coat metal parts to provide heat and corrosion resistance. It is widely used in nuclear reactors and management believes that there may be a growing use in the automotive industry to replace chrome. Management believes that platinum may also be present on Novastar's properties. Platinum may be used to coat machinery parts to impart wear resistance and to electronic components to enhance electrical conductivity. Platinum is also widely used in the automotive industry for catalytic converters and in the jewelry industry.

Novastar Resources may process and stockpile rare earth minerals as a by-product of mining and refining mineral monazite into thorium oxide. Novastar intends to identify potential buyers of rare earth minerals both in the United States and abroad. With approximately 80% of world rare earth metals production sourced from the Peoples' Republic of China and no rare earth mineral mines operating in North America, rare earth minerals may become an important strategic commodity. Novastar believes that there may be short and intermediate term revenue generating opportunities from sales of rare earth minerals. Some of the commercial applications for rare earth minerals include, but are not limited to:

- o industrial super alloys used in the aerospace and nuclear industries
- o crystals manufactured for the production of lasers
- o the refining of petroleum products
- o in magnetic refrigeration technology

- o as catalysts used in the manufacture of fuel-cells
- o in cellular phones and other wireless equipment
- o magnetic plastic technology used in computer data memory devices
- o fiber-optic lines and to color, polarize and polish glass
- o the creation of high temperature superconductors
- o catalytic converters for the automotive industry

***Results of Operations - Fiscal Year Ended June 30, 2005 and 2004***

Summary

The following table summarizes the results of Novastar's operations during the fiscal year ended June 30, 2005 and 2004 and provides information regarding the dollar and percentage increase or (decrease) from the 2005 fiscal year to the 2004 fiscal year.

<b>Line Item</b>	<b>6/30/05</b>	<b>6/30/04</b>	<b>Increase (Decrease)</b>	<b>Percentage Increase (Decrease)</b>
Revenues	\$ 0.00	\$ 0.00	\$ 0.00	0%
Operating Expenses	\$ 2,248,703	\$ 39,574	\$ 2,209,129	5582%
Interest Expense	\$ 442,813	\$ 55,856	\$ 386,957	693%
Net Loss	\$ 2,691,516	\$ 95,430	\$ 2,596,086	2720%
Loss per common share	(\$0.05)	\$ 0.00	\$ 0.05	--

Novastar's consolidated net loss for the fiscal year ended June 30, 2005 was \$2,691,516 or \$.05 per share compared to the previous year's consolidated net loss of \$95,430 or \$0.00 per share for a net loss increase of \$2,596,086. The largest new expense was related to consulting services, totaling \$2,303,533 for the year ended June 30, 2005, performed by consultants whose services included research into prospective business venues, seeking out business opportunities, making introductions and other business consulting. This increase in consulting expense was \$2,279,898, which accounted for approximately 88% of the increase in Novastar's net loss for the year ended June 30, 2005.

Corporate administration and public relations

Corporate administrative and public relations costs totaled \$84,828 in the 2005 fiscal year compared to \$3,996 in the previous year, representing an increase of \$80,832. Included in these costs are the costs of a public relations program started in the year and business development costs in association with seeking mineral interest opportunities and promoting the use of Thorium based nuclear fuels. Also included are travel expenses for executives and geologists, travel to various conferences and other miscellaneous office expenses.

#### Legal and accounting costs

Legal and accounting costs totaled \$30,160 in the 2005 fiscal year compared to \$11,943 in the previous year, representing an increase of \$18,217 or 152%. This increase reflects primarily the company's business activity in the current year in lead up to the property acquisitions, pre-merger activities and financing achieved subsequent to fiscal year-end.

#### ***Cash Flows - Fiscal Year Ended June 30, 2005 and 2004***

##### Cash provided by Operations

Cash provided by operations was \$7,079 in the 2005 fiscal year compared to cash used of \$10,294 in the previous year.

The increase of \$17,373 can be attributed to an increase in Novastar's expenses.

During the 2005 fiscal year \$2,239,533 of consulting services were provided to Novastar for which Novastar paid in common shares in lieu of cash. A further \$1,000,000 of consulting services were provided for debt which converted to common shares and common stock purchase warrants. This compares to \$22,500 of services in the prior fiscal year paid for by the issuance of shares in lieu of cash.

Including the effect of \$169,818 in debt forgiven, accounts payable and accrued liabilities increased by \$71,135 as compared to \$7,265 in the prior year.

The above-noted increases and increases in other costs arise from increased business activity as Novastar embarked on its new business model of acquiring, exploring and developing thorium and rare earth mineral properties and rights thereto, and its alliance and merger negotiations with Thorium Power.

During the 2005 fiscal year interest attributable to the beneficial conversion of notes payable totaled \$442,813 as compared to \$55,178 in the prior year. This increase is attributable to the conversion of notes payable in the current year to shares and warrants.

##### Financing Activities

Novastar received from its noteholders cash from financing activities of \$7,881 in its fiscal year ended June 30, 2005, compared to \$9,400 in the previous year.

In addition Novastar received proceeds of \$94,140 in the 2005 fiscal year through a private placement which was to close subsequent to year-end; this placement was terminated after year-end and the proceeds returned to the subscribers.

**Results of Operations - Nine Months Ended March 31, 2006 and 2005**

Summary

The following table summarizes the results of Novastar's operations during the nine month period ended March 31, 2006 and 2005 and provides information regarding the dollar and percentage increase or (decrease) from the 2006 period to the 2005 period.

Line Item	3/31/06	3/31/05	Increase (Decrease)	Percentage Increase (Decrease)
Revenues	\$ 0.00	\$ 0.00	\$ 0.00	0%
Operating Expenses	\$ 10,899,554	\$ 913,574	\$ 9,985,980	1090%
Interest Expense	--	\$ 442,813	(\$442,813)	(100)%
Net Loss	\$ 10,899,554	\$ 1,356,387	\$ 9,543,167	700%
Loss per common share	(\$0.11)	(\$0.03)	\$ 0.08	270%

Novastar's consolidated net loss for the nine month period ended March 31, 2006 was \$10,899,554 or \$0.11 per share compared to the same period of the previous year consolidated net loss of \$1,356,387 or \$0.03 per share for a net loss increase of \$9,543,167. The largest expense was related to stock-based compensation expenses of \$4,150,000 to Novastar's new director and CEO issued in accordance to an employment agreement Novastar entered into in February 2006. Novastar also issued stock for consulting services performed by consultants whose services included research into prospective business venues, seeking out business opportunities, making introductions and other business consulting. Total consulting and stock-based compensation issued to officers, consultants and others totaled approximately \$8,400,000, or approximately 77% of Novastar's total net loss for the nine month period ended March 31, 2006.

Mineral production and revenue

As Novastar is in the exploration stage regarding its mineral interests (leases located in Alabama, acquired on September 14 and December 31 2005, from entities controlled by former CEO Charles Merchant, and claims located in North Queensland, Australia, acquired on September 30, 2005), Novastar has not, as of yet, produced any minerals revenues nor produced any minerals.

Exploration, property evaluation and holding costs

As of its fiscal year-end, Novastar held no mineral interests. It subsequently acquired three mineral leases. A mineral lease in Clay County, Alabama was assigned to Novastar on September 14, 2005. The agreement is more completely described in the section captioned "NOVASTAR'S BUSINESS - Properties."

On December 31, 2005, Novastar acquired a 51% interest in mineral leases in Clay and Cleburne Counties in Alabama. The assignment agreement is more completely described in the section captioned "NOVASTAR'S BUSINESS - Properties."

On September 30, 2005, Novastar acquired certain North Queensland, Australia mineral interests. The acquisition agreement is more completely described in the section captioned "NOVASTAR'S BUSINESS - Properties."

#### Corporate administration and public relations

Corporate administrative and public relations costs totaled \$202,779 during the nine month period ended March 31, 2006 compared to \$80,526 in the same period of the previous year, representing an increase of \$122,253. Included in these costs are the costs of a public relations program started in the year and business development costs in association with seeking mineral interest opportunities and promoting the use of thorium based nuclear fuels. Also included are travel expenses for executives and scientists, travel to various conferences and other miscellaneous office expenses.

#### Legal and accounting costs

Legal and accounting costs totaled \$323,889 during the nine month period ended March 31, 2006 compared to none in the previous year, representing an increase of \$323,889. This increase reflects primarily legal fees incurred in connection with the entry into the merger agreement with Thorium Power and related transactions, the company's business activity in the current year in lead up to the property acquisitions and financing achieved during the nine month period ended March 31, 2006.

#### ***Cash Flows - Nine Months Ended March 31, 2006 and 2005***

##### Cash provided by Operations

Cash used by operations was \$622,572 during the nine month period ended March 31, 2006 as compared to cash used of \$107,881 in the same period of the previous year.

The change can be attributed to an increase in Novastar's period end accounts payable and accrued liabilities and other payables of \$504,025. This increase was offset by a decrease in prepaid expenses at period end of \$258,444.

The above-noted increases and increases in other costs (namely, public relations and legal) arise from increased business activity as Novastar embarked on its new business model of acquiring, exploring and developing thorium, platinum group metals and rare earth mineral properties and rights thereto. Additional costs were incurred in connection with the entry by Novastar into the merger agreement with Thorium Power and the actions taken in connection with the merger agreement.

##### Investing Activities

Cash used by investing activities increased \$758,200 during the nine month period ended March 31, 2006. This increase was due primarily to an investment of \$700,000 Novastar made to purchase 175,000 shares of Thorium Power at \$4 per share. The remaining \$58,200 was spent on exploration equipment.

### Financing Activities

Novastar received cash from financing activities of \$1,446,486 during the nine month period ended March 31, 2006, compared to \$107,881 in the same period of the previous year.

In addition Novastar received proceeds of \$631,000 in the nine month period ended March 31, 2006 through a private placement. The placement was an offering of 4,209,998 units at a price of \$0.15 per unit. Each unit consists of one common share and one-half of a non-transferable share purchase warrant. Each warrant entitles the holder thereof to acquire one additional share of common stock at a price of \$0.30 per share and has an expiry date of twelve months from the closing date of the subscription.

The company also received \$1,262,500 through another private placement, offering 4,208,331 units at \$0.30 per unit. There are also warrants that were issued that entitle the holder to purchase one additional share of stock at a price of \$0.50 per share.

On February 20, 2006, Novastar repurchased 5,000,000 shares of its common stock from Walter Doyle, the prior owner of Novastar's North Queensland, Australia property, for \$400,000 or \$0.08 per share.

### ***Liquidity and Capital Resources***

At March 31, 2006, Novastar's total assets were \$1,080,250. Liabilities as of March 31, 2006 totaled \$691,505. Novastar had working capital deficiency of \$366,545 at March 31, 2006.

Novastar recently closed a \$15,000,000 private placement, for the purpose of acquiring, exploring and developing Thorium and rare earth minerals properties as well as assist Novastar in connection with the planned acquisition of Thorium Power and the development of Thorium Power's business.

Major cash commitments in the next fiscal year are related to the funding of Thorium Power's business, corporate administration and operations, and proposed exploration activities.

### ***Off Balance Sheet Arrangements***

Novastar does not have any off balance sheet arrangements that have or are reasonably likely to have a current or future effect on Novastar's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity or capital expenditures or capital resources that is material to an investor in Novastar's securities.

### ***Seasonality***

Novastar's business has not been subject to any material seasonal variations in operations, although this may change in the future.

### ***Inflation***

As a development stage company, Novastar's business, revenues and operating results have not been affected in any material way by inflation. If and when it begins marketing thorium and other minerals, Management expects its business will be affected by inflation and commodity price volatility.

## ***Critical Accounting Policies***

The Securities and Exchange Commission issued Financial Reporting Release No. 60, "Cautionary Advice Regarding Disclosure About Critical Accounting Policies" suggesting that companies provide additional disclosure and commentary on their most critical accounting policies. In Financial Reporting Release No. 60, the Securities and Exchange Commission has defined the most critical accounting policies as the ones that are most important to the portrayal of a company's financial condition and operating results, and require management to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, Novastar has identified the following significant policies as critical to the understanding of its financial statements.

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.

Novastar's 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 Novastar believes that its 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 Novastar's results of operation and/or financial condition. Novastar has identified certain accounting policies that it believes are most important to the portrayal of its current financial condition and results of operations. Novastar's significant accounting policies are disclosed in Note 2 to the Consolidated Financial Statements included in its Annual Report on Form 10-KSB.

### **Mineral Property Exploration and Acquisition Costs**

Costs of acquiring property concessions and exploration costs will be capitalized by project area when a production decision is made in respect to the project and Novastar is reasonably assured that it will receive regulatory approval to permit mining operations. Costs to maintain the property concessions and leases are expensed as incurred. When a property concession reaches the production stage, the related capitalized costs will be amortized, using the units of production method on the basis of periodic estimates of ore reserves. To date no property concessions have reached production stage.

Property concessions will be periodically assessed for impairment of value and any diminution in value is charged to operations at the time of impairment. Should a property concession be abandoned, its capitalized costs will be charged to operations. Novastar charges to operations the allocable portion of capitalized costs attributable to property concessions sold. Capitalized costs will be allocated to property concessions abandoned or sold based on the proportion of claims abandoned or sold to the claims remaining within the project area.



#### Deferred tax assets and liabilities

Novastar will recognize the expected future tax benefit from deferred tax assets when the tax benefit is considered to be more likely than not of being realized. Assessing the recoverability of deferred tax assets requires management to make significant estimates related to expectations of future taxable income. Estimates of future taxable income are based on forecasted cash flows and the application of existing tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from estimates, the ability of Novastar to realize deferred tax assets could be impacted. Additionally, future changes in tax laws in the jurisdictions in which Novastar operates could limit Novastar's ability to obtain the future tax benefits.

#### Property and equipment

Property and equipment are stated at cost. Depreciation is provided using the straight-line or accelerated methods over the estimated useful lives of the assets. The useful lives of property, plant and equipment for purposes of computing depreciation are five to seven years for equipment, and 39 years for buildings.

Novastar evaluates the recoverability of property and equipment when events and circumstances indicate that such assets might be impaired. Novastar determines impairment by comparing the undiscounted future cash flows estimated to be generated by these assets to their respective carrying amounts. Maintenance and repairs are expensed as incurred. Replacements and betterments are capitalized. The cost and related reserves of assets sold or retired are removed from the accounts, and any resulting gain or loss is reflected in results of operations.

#### Accounting for Stock Based Compensation, Stock Options and Warrants Granted to Employees and Nonemployees

Novastar currently reports stock issued to employees under the rules of SFAS No. 123R.

The options were valued using the Black-Scholes option pricing model. The assumptions used were as follows: volatility of 284%, a risk-free interest rate of 4.33% and an exercise term of ten years.

#### Environmental Matters

When it is probable that costs associated with environmental remediation obligations will be incurred and they are reasonably estimable, Novastar will accrue such costs at the most likely estimate. Accruals for estimated losses from environmental remediation obligations generally are recognized no later than completion of the remedial feasibility study for such facility and are charged to provisions for closed operations and environmental matters. Novastar periodically reviews its accrued liabilities for such remediation costs as evidence becomes available indicating that its remediation liability has potentially changed. Costs of future expenditures for environmental remediation are not discounted to their present value unless subject to a contractually obligated fixed payment schedule. Such costs are based on Novastar's current estimate of amounts that are expected to be incurred when the remediation work is performed within current laws and regulations. Recoveries of environmental remediation costs from other parties will be recorded as assets when their receipt is deemed probable.

Future remediation costs for inactive mines will be accrued based on management's best estimate at the end of each period of the undiscounted costs expected to be incurred. Such costs estimates include, where applicable, ongoing care, maintenance and monitoring costs. Changes in estimates are reflected in earnings in the period an estimate is revised.

Accounting for reclamation and remediation obligations requires management to make estimates unique to each mining operation of the future costs Novastar will incur to complete the reclamation and remediation work required to comply with existing laws and regulations. Actual costs incurred in future periods could differ from amounts estimated. Additionally, future changes to environmental laws and regulations could increase the extent of reclamation and remediation work required. Any such increases in future costs could materially impact the amounts charged to earnings. At March 31, 2005 and the years ended June 30, 2005 and 2004, Novastar has no accrual for reclamation and remediation obligations because management cannot make a reasonable estimate. Any reclamation or remediation costs related to abandoned concessions has been previously expensed.

**THORIUM POWER, INC.**  
**SELECTED HISTORICAL FINANCIAL INFORMATION**

You should read the following summary financial data together with the discussion in “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Thorium Power” and Thorium Power’s financial statements and related notes contained elsewhere in this prospectus.

The data for the years ended December 31, 2005 and 2004 have been derived from Thorium Power’s financial statements that have been audited by Child Van Wagoner and Bradshaw, PLLC, independent auditors, which are contained elsewhere in this prospectus. The data for the three months ended March 31, 2006 and the balance sheet data as of March 31, 2006 has been derived from Thorium Power’s accounting records and have not been audited. However, in the opinion of management, all adjustments (which are of a normal recurring nature) necessary to present fairly the financial position, results of operations and cash flows at March 31, 2006 and for all periods presented, have been made. Operating results for the three month period ended March 31, 2006 and the years ended December 31, 2005 and 2004 are not necessarily indicative of results that may be expected for any future periods.

	FOR THE THREE MONTHS ENDED MARCH 31		YEARS ENDED DECEMBER 31		Cumulative from January 8, 1992 (inception) through March 31, 2006
	2006	2005	2005	2004	
	(unaudited)	(unaudited)	(unaudited)	(unaudited)	
STATEMENT OF OPERATIONS DATA					
Revenues	\$ 0	0	\$ 0	\$ 0	\$ 624,985
Operating Expenses	330,973	113,272	457,503	623,526	16,457,320
Operating Loss	330,973	113,272	457,503	623,526	15,832,335
Other Income (Loss)	(866)	0	(303,001)	(351,1480)	30,834
Net Loss	331,839	113,272	760,504	974,674	15,801,501
Basic and diluted net loss per share	(0.09)	(0.03)	(0.23)	(0.30)	
Weighted average shares outstanding	3,558,395	3,289,463	3,314,862	3,249,421	

	AS OF MARCH 31	AS OF DECEMBER 31
	2006	2005 2004
BALANCE SHEET DATA		
Cash and cash equivalents	\$ 673,653	\$ 283 462
Working capital	233,791	(982,278) (844,196)
Total Assets	911,732	246,556 247,718
Long-term debt	13,746	14,818 0
Stockholders' equity	454,832	(757,103) (603,746)

## MANAGEMENT DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS - THORIUM POWER

The following discussion should be read in conjunction with Thorium Power's financial statements, together with the notes to those statements, included elsewhere in this report. The following discussion contains forward-looking statements that involve risks, uncertainties, and assumptions such as statements of Thorium Power's plans, objectives, expectations, and intentions. Thorium Power's actual results may differ materially from those discussed in these forward-looking statements because of the risks and uncertainties inherent in future events.

### *Overview*

Radkowsky Thorium Power Corp., incorporated in the state of Delaware on January 8, 1992, changed its name to Thorium Power, Inc. in April 2001. Thorium Power is engaged in the development of nuclear fuel designs into three markets: (1) weapons-grade plutonium disposition, (2) reactor-grade plutonium disposition, and (3) nuclear fuel for commercial nuclear fuel designs. These fuel designs are for use in existing light water reactors. Presently, Thorium Power is focusing most of its efforts primarily on demonstrating and testing its thorium/weapons-grade plutonium disposing fuel designs for the Russian VVER reactors.

Thorium Power's future customers may include nuclear fuel fabricators and/or nuclear power plants, and/or U.S. or foreign governments.

Operations to date have been devoted primarily to filing for patents, developing strategic relationships within the industry, securing political and financial support from the United States and Russian governments, continued development of the fuel designs and administrative functions. Thorium Power, therefore, prepares its financial statements as a Development Stage Company.

### *Material Opportunities and Challenges*

A major opportunity for Thorium Power is the possibility that its fuel designs may be used in many existing light water reactors in the future. Thorium Power is developing nuclear fuel designs for use in Russian VVER-1000 light water reactors. Management believes that these designs can later be used in Western reactors. Light water reactors are the dominant reactor types in the world and fuels for such reactors constitute the majority of the commercial market for nuclear fuel. Thorium Power's focus is on three different types or variants of thorium fuel designs. The first is a thorium fuel designed to dispose of weapons-grade plutonium that is stockpiled in Russia. The second is designed to dispose of reactor-grade plutonium that has been extracted from spent fuel from commercial reactors and stockpiled in Russia, Western Europe, the U.S. and Japan. The third is a fuel designed not to dispose of plutonium, but rather to provide reactor owner-operators with an economically alternative fuel that will not generate spent fuel containing weapons-usable plutonium. All three of these fuel variants are also expected to have additional benefits, including reduced volume and long-term radio-toxicity of spent fuel for the same amount of electricity generated as compared with uranium fuels that are currently used in light water reactors.

Management believes its greatest challenge is that nuclear power plant operators are hesitant to be the first to use a new type of nuclear fuel. For this reason, it is important to Thorium Power that the United States and Russian governments cooperate with each other and with Thorium Power in using Thorium Power's fuel design to dispose of weapons-grade plutonium in Russia. Management believes that use of this fuel can help the governments meet their policy goal of eliminating this plutonium, so the plutonium can never be stolen and used by others to make nuclear weapons. If the United States and Russian governments cooperate and this fuel is used, then management believes that it will be less difficult for Thorium Power to introduce its reactor-grade plutonium disposing fuel design to governments and companies that operate nuclear power plants. If, on the other hand, Thorium Power's weapons-grade plutonium disposing fuel is not used in Russia, it will be more difficult to have the reactor-grade plutonium disposing fuel used. If the reactor-grade plutonium disposing fuel is used, management believes that it will be less difficult to interest reactor operators and governments to use Thorium Power's commercial fuel design. Management believes that it will be less difficult because the three fuel variants are quite similar, so demonstrating any one of them in a nuclear power plant could help show that the other designs can also be used in commercial nuclear power plants.

Thorium Power is focusing on the fuel variant to dispose of weapons-grade plutonium in Russia because it can help the United States and Russian government meet their national security goal of disposing of this plutonium. For this reason, management believes that it will be less difficult to have this fuel used first, before the other fuel variants are demonstrated.

Thorium Power has been developing relations with the United States and Russian governments for over ten years. Thorium Power, in cooperation with these governments, has been demonstrating its fuel concepts in a research reactor in Russia for over three years. Thorium Power has helped cause independent analyses of the technology to be performed, including a May 2005 report by the International Atomic Energy Agency and a Spring 2005 report by Westinghouse Electric Company, and these analyses are positive and management believes can help lead to deployment of these nuclear fuels.

Thorium Power also is working with Russian scientific institutes to have all three of the fuel variants demonstrated simultaneously in a Russian VVER-1000 reactor as soon as three years from now if adequate support and funding levels are provided by the United States government and the Russian government provides necessary support. Management believes that it will be necessary to have a working relationship with a major nuclear fuel fabricator and vendor to have its fuel designs widely deployed in global markets.

Thorium Power's nuclear fuel designs have never been demonstrated in a full size commercial reactor powering a city. The plans for demonstrating the fuels in a VVER-1000 reactor in Russia would provide that operating experience that is important to reactor owners and regulatory authorities. If the project is adequately funded by a public-private partnership, the fuels can be demonstrated in the VVER-1000 reactor, which can help convince other light water reactor operators around the world to accept thorium fuel designs.

Thorium Power has been building relationships with companies and organizations in the nuclear power industry for several years. These companies and organizations can work in a consortium with Thorium Power as government contractors to dispose of weapons-grade plutonium. If Thorium Power is unable to obtain contracts to dispose of plutonium from weapons or spent fuel, or make arrangements with companies in the nuclear power industry to seek these contracts, it will be more difficult to have the fuel designs deployed beyond the VVER-1000 market. The companies that Thorium Power is discussing these matters with can have opportunities to sell into the commercial nuclear power industry nuclear fuel branded with their name. Thorium Power would need to enter into an agreement with one or more of these companies. Without such an arrangement with a nuclear fuel fabricator, it would be more difficult for Thorium Power's fuels to be sold. In addition to the reputations, guarantees, service, and other benefits that these companies provide when selling fuel to nuclear power plant operators, they also often have multi-year fuel supply contracts with the reactor operators, so it can be almost impossible to penetrate some markets for nuclear fuel without working with a nuclear fuel supplier that can support long term contracts. If Thorium Power is successful in demonstrating the nuclear fuel designs in Russia and in continuing to build relationships with nuclear fuel fabricators, management believes it may lead to competition among these major companies in the nuclear power industry to work with Thorium Power in producing and selling the nuclear fuels to governments and commercial reactor operators.

#### ***Results of Operations - Fiscal Year Ended December 31, 2005 and 2004***

##### Summary

The following table summarizes the results of Thorium Power's operations during the fiscal year ended December 31, 2005 and 2004 and provides information regarding the dollar and percentage increase or (decrease) from the 2005 fiscal year to the 2004 fiscal year.

<b>Line Item</b>	<b>12/31/05</b>	<b>12/31/04</b>	<b>Increase (Decrease)</b>	<b>Percentage Increase (Decrease)</b>
Revenues	-	-	-	-
Operating Expenses	\$ 760,558	\$ 947,779	\$ (214,221)	\$ (34.4)%
Other Expenses	\$ 303,001	\$ 351,148	\$ (48,147)	\$ (14)%
Net Loss	\$ 760,504	\$ 974,674	\$ (214,170)	\$ (21.9)%
Loss per common share	\$ 0.23	\$ 0.30	\$ (0.07)	\$ 23.3%

Thorium Power's net loss for the fiscal year ended December 31, 2005 was \$760,504 or \$0.23 per share compared to the previous year's net loss of \$974,674 or \$0.30 per share for a net loss decrease of \$214,170.

This decrease in loss per common share is primarily attributed to a significant reduction in general and administrative expenses due to lower marketing and depreciation expenses.

### ***Cash Flows - Fiscal Year Ended December 31, 2005 and 2004***

#### **Cash provided by Operations**

Net cash used by operations was \$287,597 in the 2005 fiscal year compared to cash used of \$265,564 in the previous year.

The change of \$22,033 can be attributed to an increase in research and development costs and salaries.

#### **Financing Activities**

Thorium Power received net cash from financing activities of \$313,375 in its fiscal year ended December 31, 2005, compared to \$268,950 in the previous year.

The change of \$44,425 can be attributed to an increase in loans advanced to Thorium Power by related parties and proceeds from a long term note.

### ***Results of Operations - Three Months Ended March 31, 2006 and 2005***

#### **Summary**

The following table summarizes the results of Thorium Power's operations during the three month period ended March 31, 2006 and 2005 and provides information regarding the dollar and percentage increase or (decrease) from the 2006 period to the 2005 period.

<b>Line Item</b>	<b>3/31/06</b>	<b>3/31/05</b>	<b>Increase (Decrease)</b>	<b>Percentage Increase (Decrease)</b>
Revenues	--	--	--	--
Operating Expenses	\$ 330,973	\$ 113,272	\$ 217,701	192%
Other Expenses	\$ 866	--	\$ 866	--
Net Loss	\$ 331,839	\$ 113,272	\$ 218,567	193%
Loss per common share	\$ (0.09)	\$ (0.03)	\$ 0.06	200%

Thorium Power's net loss for the three month period ended March 31, 2006 was \$331,839 or \$(0.09) per share compared to the same period of the previous year net loss of \$113,272 or \$(0.03) per share for a net loss increase of \$0.06. The largest new expense was related to professional fees incurred in preparation for Thorium Power's upcoming merger with Novastar.

### ***Cash Flows - Three Months Ended March 31, 2006 and 2005***

#### **Cash provided by Operations**

Cash used by operations was \$839,606 during the three month period ended March 31, 2006 as compared to cash used of \$31,736 in the previous year.



The change of \$807,870 can be primarily attributed to a reduction or payment of Thorium Power's accrued liabilities.

#### Financing Activities

Thorium Power received cash from financing activities of \$1,514,333 during the three month period ended March 31, 2006, compared to \$56,457 in the same period of the previous year.

This increase is due to an increase in the proceeds from the issuance of Thorium Power's common stock of \$1,532,075. This increase was offset by a decrease or repayment of loans from related parties of \$24,330.

#### ***Liquidity and Capital Resources***

At March 31, 2006, Thorium Power's total assets were \$911,732. Total liabilities as of March 31, 2006 totaled \$456,900. Thorium Power had working capital of \$233,791 at March 31, 2006.

Thorium Power anticipates, prior to and following the merger, that it will continue to have access to the cash that was raised by Novastar in its Private Placement in May, 2005. Thorium Power is in the process of creating a plan to develop and deploy its technology. While Thorium Power presently expects that the proceeds raised in the Private Placement transactions will be sufficient to meet its general operating needs for the next 12 months, Thorium Power will need additional capital to deploy its technology. At this stage of Thorium Power's development, it is difficult to estimate the total costs to fully develop and deploy its technology.

On February 22, 2006, Thorium Power entered into a teaming agreement with numerous institutions in the University of Texas System, the City of Andrews, Texas, Midland Development Corporation and the Odessa Development Corporation pursuant to which Thorium Power committed \$1,250,000 for the purpose of developing a conceptual design nuclear reactor research facility.

#### ***Off Balance Sheet Arrangements***

Thorium Power does not have any off balance sheet arrangements that have or are reasonably likely to have a current or future effect on Thorium Power's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity or capital expenditures or capital resources that are material to an investor in Thorium Power's securities.

#### ***Seasonality***

Management does not expect that Thorium Power's business will not be subject to any material seasonal variations in operations.

## ***Inflation***

Management does not expect that Thorium Power's business, revenues and operating results will not be affected in any material way by inflation.

## ***Critical Accounting Policies***

The Securities and Exchange Commission issued Financial Reporting Release No. 60, "Cautionary Advice Regarding Disclosure About Critical Accounting Policies" suggesting that companies provide additional disclosure and commentary on their most critical accounting policies. In Financial Reporting Release No. 60, the Securities and Exchange Commission has defined the most critical accounting policies as the ones that are most important to the portrayal of a company's financial condition and operating results, and require management to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, Thorium Power has identified the following significant policies as critical to the understanding of its financial statements.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires Thorium Power's management to make assumptions, estimates and judgments that affect the amounts reported in the financial statements, including the notes thereto, and related disclosures of commitments and contingencies, if any. Thorium Power considers its critical accounting policies to be those that require the more significant judgments and estimates in the preparation of financial statements, including the following:

- o Accounting for expenses in connection with stock options and warrants by using the Black-Scholes option pricing method;
- o Valuation of intangible assets;
- o Valuation of contingent liabilities

Management relies on historical experience, legal advice and on assumptions believed to be reasonable under the circumstances in making its judgment and estimates. Actual results could differ materially from those estimates.

## NOVASTAR'S BUSINESS

### *General Overview*

Novastar is currently a mineral exploration company. As of fiscal year-end June 30, 2005, Novastar had no mineral properties, but subsequently acquired mineral leases and claims located in Alabama, USA and North Queensland, Australia, respectively. These are exploration stage mineral properties prospective for thorium, platinum group metals (platinum group metals) and other rare earth minerals (REM).

Novastar's objective is to become a global supplier of thorium to the nuclear energy industry.

The phosphate mineral monazite, which exists as a sand, contains concentrations of thorium oxide as well as other REM. All commercially viable thorium metal is extracted from monazite.

Utilizing thorium based nuclear fuels has several important societal benefits, such as safety benefits, environmental benefits, and non-proliferation benefits. Thorium is more abundant, more efficient and safer to use as a reactor fuel than uranium. Also important, thorium fueled reactors leave behind very little weapons grade plutonium.

To this end, Novastar has acquired, and may acquire, both physical properties and rights to properties that contain monazite deposits. Properties of interest to Novastar contain both monazite stockpiles and in ground concentrations of monazite.

### *Corporate History*

Novastar Resources Ltd. was incorporated under the laws of the state of Nevada on February 2, 1999, under the name of Aquistar Ventures (USA) Inc. Novastar was organized for the purpose of exploring for and, if possible, developing mineral properties primarily in the province of Ontario, Canada, through its wholly owned subsidiary, Aquistar Ventures Inc. ("Aquistar Canada"). Aquistar Canada was incorporated under the laws of the province of British Columbia, Canada, on April 13, 1995 and is now inactive.

On February 2, 2001, Novastar acquired 100% of the issued and outstanding capital stock of Custom Branded Networks, Inc. or CBN, a Delaware corporation, in exchange for 25,000,000 common shares of Novastar. Novastar then changed its name to Custom Branded Networks, Inc. on or about May 29, 2001. The business of CBN, the Delaware corporation which was Novastar's wholly owned subsidiary, was the provision of turnkey private label Internet solutions to businesses and private organizations.

In May of 2003 Novastar began actively looking for other business opportunities that would provide superior economic opportunity, and in January 2005 it retained consultants to assist in the identification of opportunities in the nuclear sector, particularly with respect to thorium fuel and technology. Effective May 10, 2005, Novastar changed its name to Novastar Resources Ltd. During the period from September through December 2005, Novastar entered into three agreements to acquire mining interests in two properties in Alabama and one property in Queensland, Australia. In the same time frame, Novastar began discussions with Thorium Power that led to the merger agreement.

### ***Employees***

As of May 22, 2006 Novastar, operating in conjunction with Thorium Power, had 3 employees, all of which were full time. Novastar believes that its relationship with its employees is satisfactory.

Novastar uses consultants with specific skills to assist with various business functions including evaluation, due diligence, acquisition initiatives, corporate governance and business development.

### ***Government Regulation***

Mining operations and exploration activities are subject to various national, state, provincial and local laws and regulations in the United States, Canada and Australia, as well as other jurisdictions, which govern prospecting, development, mining, production, exports, taxes, labor standards, occupational health, waste disposal, protection of the environment, mine safety, hazardous substances and other matters. Directly, or through a service contractor, Novastar has pending or will make applications for those licenses, permits and other authorizations required to conduct its exploration activities on its leases and claims located in Alabama, USA and North Queensland, Australia, respectively.

Such approval may involve many levels of government (i.e. Federal, State, Provincial, County and/or City approval), and Novastar cannot predict whether all such approvals will be successfully obtained.

Novastar's exploration projects are subject to various regulations governing protection of the environment, both in North America and in Australia. These laws are continually changing and, as a general matter, are becoming more restrictive. Management intends to conduct business in a way that safeguards public health and the environment.

Novastar believes that it is and will continue to be in compliance in all material respects with applicable statutes and regulations.

Changes to laws and regulations in the jurisdictions where Novastar owns property or may operate in the future could require additional capital expenditures and increased operating costs. Novastar is unable to predict what additional legislation or regulatory requirements, if any, might be proposed or enacted, and how such laws could impact the economics of its projects.

Management expects that it will not incur material capital expenditures for environmental control facilities until it determines that the market for its minerals will support these and all costs of mining.

## ***Competition***

Novastar competes with other mining companies in connection with the acquisition of prospective properties and mineral rights. There is competition for the limited number of opportunities, some of which is with other companies having substantially greater financial resources than Novastar. As a result, Novastar may have difficulty acquiring attractive projects at reasonable prices.

Novastar believes no single company has sufficient market power to affect the price or supply of thorium, rare earth minerals, platinum group metals or other minerals in the world market.

## ***Properties***

### Mineral Property Descriptions and Mining Contracts

On September 14, 2005, Novastar entered into an Assignment of Specific Mineral Rights agreement (the “AGH Assignment Agreement”) with Charles Merchant, Novastar’s former Chief Executive Officer, who was conducting business under the name American Graphite Holdings (“AGH”), an Alabama sole proprietorship, under which Novastar was assigned all of his mineral rights located on certain properties located in Clay County, Alabama and commonly referred to as the Ashland Graphite Properties. In consideration of the assigned rights, Novastar paid to AGH \$100,000 in cash and issued 1,000,000 Novastar restricted shares to AGH, at a deemed issued price of \$0.001 per share. In addition, AGH is to receive a \$15.00 per ton net royalty of Thorium/monazite removed from the leased properties. In March of 2006, as contemplated by the Merger Agreement, the parties entered into Amendment No. 1 to the AGH Assignment Agreement, whereby the parties agreed that the sole remedy available to AGH for breach of the AGH Assignment Agreement by Novastar shall be the termination of the AGH Assignment Agreement, and that no further relief or recourse, whether in law, in equity or otherwise, will be available to AGH.

On September 30, 2005 Novastar entered into a Mining Acquisition Agreement (the “Acquisition Agreement”) with Walter Doyle whereby Novastar agreed to acquire an undivided 100% interest in and to any deposits of thorium, monazite and other rare earth minerals on certain mining properties in North Queensland, Australia. The consideration paid by Novastar to Mr. Doyle consisted of 5,000,000 restricted shares of common stock of Novastar. In February, 2006, Novastar purchased all such shares from Mr. Doyle for \$400,000 and such shares were cancelled. Under the Acquisition Agreement, Novastar is to operate the property subject to the agreement, and is granted the right to prospect, explore, develop and engage in other mining work on and under the property as it deems necessary and desirable, including bringing and erecting buildings, plants, machinery and equipment. Novastar is further permitted to remove all metals and minerals derived from its operations as necessary for testing. Pursuant to the terms of the Acquisition Agreement, Mr. Doyle is to retain 2.5% of the gross proceeds received by Novastar in any year from the sale of thorium, monazite or rare earth minerals of commercial economic value mined from the property, and any concentrates or other materials or products derived therefrom, less (i) the cost of transportation to a smelter or other place of treatment and (ii) any smelter or other treatment charges. In addition, Novastar is to incur its proportionate share of the following amounts spent on or with respect to exploration activities, to total not more than \$695,000 as follows: (i) expenditures of \$125,000 by December 31, 2006; (ii) expenditures of an additional \$150,000 by December 31, 2007; (iii) expenditures of an additional \$140,000 by December 31, 2008; (iv) expenditures of an additional \$140,000 by December 31, 2009 and (v) expenditures of an additional \$140,000 by December 31, 2010. In March of 2006, as contemplated by the Merger Agreement, the parties entered into Amendment No. 1 to the Acquisition Agreement, whereby the parties agreed that the sole remedy available to Mr. Doyle for breach of the Acquisition Agreement by Novastar shall be the termination of the Acquisition Agreement, and that no further relief or recourse, whether in law, in equity or otherwise, will be available to Mr. Doyle.

On December 31, 2005 Novastar entered into an Assignment of Mineral Lease agreement with CM Properties, a sole proprietorship of Charles H. Merchant (the "CMP Assignment Agreement"), under which Novastar was assigned mineral rights located on certain properties located in Cleburne and Clay Counties, Alabama. Under the CMP Assignment Agreement, Novastar acquired a 51% interest in the leased claims on the properties in return for the issuance of 2,000,000 restricted shares of Novastar common stock to Mr. Merchant. In addition, Novastar is required to incur \$1,500,000 in expenditures on exploration activities. For each additional \$100,000 spent on exploration activities in excess of the initial \$1,500,000 expenditure, Novastar is to receive an additional 4% interest in the leased claims on the properties, up to a maximum of \$1,000,000 for an additional 40% interest. If Novastar acquires a 91% interest in the leased claims on the properties, CM Properties shall retain a 9% interest in the leased claims upon such acquisition and shall receive \$17.50 per ounce of pure Platinum Group Metal ("platinum group metals") produced. For each 2,500 ounces of platinum group metals produced, CM Properties shall receive an additional 1,000,000 restricted shares, up to a maximum of 8,000,000 shares, for a period of two years from the acquisition of the 91% interest being obtained. In March of 2006, as contemplated by the Merger Agreement, the parties entered into Amendment No. 1 to the CMP Assignment Agreement, whereby the parties agreed that the sole remedy available to CM Properties for breach of the CMP Assignment Agreement by Novastar shall be the termination of the CMP Assignment Agreement, and that no further relief or recourse, whether in law, in equity or otherwise, will be available to CM Properties.

Core drilling samples have been taken at the two Alabama properties, although they have not been assayed. Novastar has not taken any core samples from the properties located in Australia. No further mineral property descriptions are available for public dissemination at this time.

#### Other Property Descriptions

Novastar is obligated to pay \$1,540 per month for office rent and approximately another \$225-\$300 per month for other fees for the rented office space located at 8300 Greensboro Drive, Suite 800, McLean, Virginia 22102. The space is used by Novastar's executives for administrative purposes. The term of the lease expires on April 30, 2007.

#### ***Legal Proceedings***

Except as set forth below, there are no currently threatened or pending claims against Novastar.

On March 31, 2006, Novastar, Thorium Power and their respective officers were served, through their counsel, with a verified complaint by Raj Pamnani. Mr. Pamnani alleges that Novastar and Thorium Power and their respective officers breached an oral consulting agreement he alleges was entered into between Mr. Pamnani and Novastar and demands a combination of shares of unrestricted common stock of Novastar and payment of monetary damages in the amount of \$10 million plus an additional \$5 million in punitive damages. Management, believes the lawsuit is without merit. The action was filed in the Supreme Court of the State of New York, County of New York, and Novastar filed a Motion to Dismiss the complaint on May 23, 2006. The return date is presently July 19, 2006.

NOVASTAR'S MANAGEMENT

The following table sets forth the name, age and position of each of Novastar's officers and directors:

NAME	AGE	POSITION
Seth Grae	43	Chief Executive Officer, President, and Director
Thomas Graham, Jr.	72	Interim Secretary, Director and Chairman of the Board
Cornelius J. Milmo	59	Chief Operating Officer and Director
Larry Goldman	49	Treasurer and Acting Chief Financial Officer

Under Novastar's Certificate of Incorporation, the authorized number of directors of Novastar is set at no fewer than 1 and no more than 5 directors. Novastar currently has a board of directors with three members. Each director serves for a term of one year that expires at the following annual stockholders meeting. Each officer serves at the pleasure of the board of directors and until a successor has been qualified and appointed. There are no family relationships, or other arrangements or understandings between or among any of the directors, executive officers or other person pursuant to which such person was selected to serve as a director or officer. Set forth below is certain biographical information regarding each of Novastar's directors and executive officers:

**SETH GRAE.** Mr. Grae, age 43, became the Chief Executive Officer and President of Novastar on March 17, 2006, and he became a director of Novastar on April 2, 2006. Mr. Grae's biographical information is provided above under the heading THE MERGER AGREEMENT—DIRECTORS OF NOVASTAR AFTER THE MERGER.

**THOMAS GRAHAM, JR.** Ambassador Graham, age 72, became the Interim Secretary of Novastar on March 17, 2006 and became a director of Novastar on April 2, 2006 and was appointed the Interim Secretary of Novastar on March 17, 2006. On April 3, 2006 he became Chairman of the Board. Ambassador Graham's biographical information is provided above under the heading THE MERGER AGREEMENT—DIRECTORS OF NOVASTAR AFTER THE MERGER.

**CORNELIUS J. MILMOE.** Mr. Milmoe, age 59, became a director of Novastar on April 2, 2006 and he was appointed the Chief Operating Officer of Novastar on April 4, 2006. Mr. Milmoe's biographical information is provided above under the heading THE MERGER AGREEMENT—DIRECTORS OF NOVASTAR AFTER THE MERGER.

**LARRY GOLDMAN.** Mr. Goldman, age 49, became the Treasurer and Acting Chief Financial Officer of Novastar on June 13, 2006. Mr. Goldman's biographical information is provided above under the heading THE MERGER AGREEMENT—OFFICERS OF NOVASTAR AFTER THE MERGER.

#### INDEMNIFICATION

Novastar's bylaws provide that its directors and officers will be indemnified to the fullest extent permitted under the laws of Nevada. Pursuant to Nevada General Corporation law, a corporation may indemnify any of its directors and officers if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

#### NOVASTAR EXECUTIVE COMPENSATION

##### SUMMARY OF CASH AND CERTAIN OTHER COMPENSATION

The following sets forth the annual and long-term compensation for services in all capacities to Novastar for the fiscal years ended June 30, 2005, 2004 and 2003 paid to the Novastar's Chief Executive Officer ("CEO") and other two executive officers who were serving as executive officers at the end of the last completed fiscal year.

SUMMARY COMPENSATION TABLE									
Name And Principal Position	Year	ANNUAL COMPENSATION			LONG TERM COMPENSATION				
		Salary(1) (\$)	Bonus (\$)	Other Annual Compensation (\$)(3)	AWARDS		PAYOUTS		
					Restricted Stock Award(s) (\$)	Securities Under-Lying Options/SARs (#)	LTIP Payouts (\$)	All Other Compensation (\$)	
Paul Carter (1)	2005	\$ 0	\$ 0	\$ 40,000	\$ 0	\$ 0	\$ 0	\$ 0	0
Chief Executive	2004	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0
Officer, President, Chairman and Director	2003	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0
Charles H. Merchant	2005	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0
Interim Chief Executive Officer and Chief									
Operating Officer	2004	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0
Secretary	2003	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0

(1) Mr. Carter served as Novastar's Chief Executive Officer from 2002 until December 1, 2005.

(2) Mr. Merchant served as Novastar's interim Chief Executive Officer from December 1, 2005 until March 17, 2006.

(3) The value of perquisites and other personal benefits, securities and property for the named executive officers that do not exceed the lesser of \$1,000 or 10% of the total of the annual salary and bonus is not reported herein.



OPTION GRANTS IN LAST FISCAL YEAR

Name	Number of Securities Underlying Options Granted (1)	% of Total Options Granted To Employees in the Fiscal Year	Exercise Price	Expiration Date
Paul Carter	0	N/A	N/A	N/A
Charles H. Merchant	0	N/A	N/A	N/A

**AGGREGATED NOVASTAR OPTION EXERCISES IN LAST FISCAL YEAR-END  
AND FISCAL YEAR-END OPTION VALUES TABLE**

The following table contains information concerning the number of shares acquired and value realized from the exercise of options by the named executive officers during fiscal 2005 and the number of unexercised options held by the named executive officers at March 31, 2006.

Name	Shares Acquired on Exercise	Value Realized (\$)	Number of Shares of Common Stock Underlying Unexercised Options at Year End June 30, 2005		Value of Unexpected In-The-Money Options at Year End June 30, 2005 (1)	
			Exercisable	Unexercisable	Exercisable	Unexercisable
Paul Carter	0	N/A	N/A	N/A	N/A	N/A
Charles H. Merchant	0	N/A	N/A	N/A	N/A	N/A

(1) Options are "in-the-money" if the market price of a share of common stock exceeds the exercise price of the option.

Novastar has no retirement, pension or profit sharing program for the benefit of its directors, officers or other employees, but the board of directors may recommend one or more such programs for adoption in the future.

**OPTION/SAR GRANTS**

Effective February 14, 2006, Novastar adopted its 2006 Stock Plan. The 2006 Stock Plan provides for grants of restricted shares of common stock and grants of stock options. Under the terms of the 2006 Stock Plan, Novastar Resources may grant a maximum of 20 million shares of common stock, to consist of no more than 20 million shares issuable under incentive stock options and no more than 10 million restricted shares of common stock. The maximum number of restricted shares that may be granted to one individual in any fiscal year is five million shares, and the maximum number of options that may be granted to one individual in any fiscal year is eight million shares. Since adopting the 2006 Stock Plan, Novastar has granted a total of 8,075,000 options to its officers, directors and advisory board members. See "INTERESTS OF NOVASTAR OFFICERS AND DIRECTORS IN THE MERGER" for more information regarding awards that have been granted to officers and directors of Novastar under the 2006 Stock Plan.

Prior to the 2006 Stock Plan, the Novastar board of directors chose to make option or warrant awards to select officers, directors, consultants, or stockholder/investors in order to induce them to assist it in implementing its business model and to provide long term additional incentive. These options or warrants, as awarded, were not awarded pursuant to a plan but were specific individual awards with varying terms and conditions. In some instances, the board of directors reserved the right to cancel these awards for non-performance or other reasons, or established a vesting schedule pursuant to which the award is earned.

## DIRECTOR COMPENSATION

Novastar does not currently have any independent directors. All of Novastar's current directors are also officers of Novastar and are compensated for the services that they provide to Novastar in their capacity as officers. The current directors of Novastar do not receive any additional compensation for the services they provide to Novastar as directors. Directors are reimbursed for out of pocket expenses incurred as a result of their participation on Novastar's board. Novastar intends to compensate independent directors that are elected or appointed to Novastar's board in the future.

## NOVASTAR PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of Novastar's common stock as of June 13, 2006 by:

- o each securityholder known by Novastar to be the beneficial owner of more than 5% of Novastar's outstanding common stock;
- o each current director;
- o each of the named executive officers of Novastar listed in the table under the caption "Executive Compensation" and
- o all current directors and executive officers as a group.

Unless otherwise specified, the address of each of the persons set forth below is in care of Novastar Resources Ltd., 8300 Greensboro Drive, Suite 800, McLean, VA 22102.

Name and Address of Beneficial Owner <sup>(1)</sup>	Amount and Nature of Beneficial Ownership <sup>(1)</sup>	Percent of Common Stock <sup>(2)</sup>
Seth Grae	6,000,000	5.5%
Thomas Graham, Jr.	190,000	*
Cornelius J. Milmoie	75,000	*
Larry Goldman	75,000	*
OTC Investments Ltd. 1710-1177 West Hastings Street Vancouver, BC V6E 2L3 Canada	15,000,000	13.8%
Directors and Officers as a Group (four people)	6,340,000	5.5%

\* Less than 1%

<sup>(1)</sup> Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Each of the beneficial owners listed above has direct ownership of and sole voting power and investment power with respect to the shares of Novastar common stock.

<sup>(2)</sup> A total of 108,640,608 shares of Novastar common stock are considered to be outstanding pursuant to Rule 13d-3(d)(1) under the Securities Exchange Act of 1934. For each beneficial owner above, any options exercisable within 60 days have been included in the denominator.

### *General Overview*

Thorium Power is a Delaware corporation that was incorporated on January 8, 1992. Thorium Power has patented proprietary nuclear fuel designs for use in certain existing commercial nuclear power plants. Its designs are for fuels that will serve

- the market for U.S. and Russian weapons grade plutonium disposition;
- the market for disposition of plutonium in spent nuclear fuel; and
- the market for commercial nuclear fuel.

The above designs require additional developmental work to be used in reactors, and Thorium Power plans to fully develop and commercialize these fuel designs with the cooperation of U.S. and foreign governments and other nuclear businesses.

In 1994 Thorium Power began working with the Russian Research Centre Kurchatov on the development and testing of thorium fuel designs. At this time, Thorium Power also began working with Brookhaven National Laboratory on the development of thorium fuel designs. In 1995, 1996 and 1999, the U.S. government provided grants for work on the thorium fuel project at the Kurchatov Institute. Each of these three grants were matching grants where the US government and Thorium Power each provided funding. As a result of these grants, contracts between the U.S. government and the Kurchatov Institute and arrangements directly between Thorium Power and such institute, Thorium Power has obtained access to several hundred nuclear scientists and engineers at the Kurchatov Institute and other nuclear research institutes and fuel fabrication facilities in Russia that are developing and testing the fuel designs.

Once the fuel designs are further developed and tested, Thorium Power intends to license its patent and other intellectual property rights to fuel fabricators, nuclear generators, and governments for use in nuclear reactors, or sell the technology to major nuclear companies or government contractors. Thorium Power plans to remain a technology company. It has no plans to own or operate nuclear facilities or otherwise handle nuclear materials.

Thorium Power's thorium/weapons-grade plutonium and thorium/reactor-grade plutonium disposing fuels are designed for effective and safe disposition of weapons- and reactor-grade plutonium in existing nuclear power plants at a lower cost than other approaches.

Thorium Power's thorium/uranium nuclear fuel is designed to replace uranium fuels that are currently used in commercial nuclear power plants worldwide. Management believes that thorium fuel could have significant non-proliferation, reactor safety, and environmental benefits compared to conventional uranium fuel. In addition to thorium-based nuclear fuel designs for existing light water reactors, Thorium Power is exploring the development of advanced nuclear fuel designs for use in the next generation reactors, such as a high-temperature helium-cooled reactor and small light water reactors, which are primarily intended to power commercial facilities and provide electricity for small towns located in remote areas across the globe.

### ***Thorium Power's Mission***

Thorium Power has two missions. The first is to develop the fastest, cheapest, and most effective means of disposing of weapons-grade and reactor-grade plutonium by using the plutonium combined with thorium as reactor fuel. The second is to be the world's leading developer of proliferation resistant nuclear fuel designs and to design and patent these designs and coordinate their development and commercialization with large commercial entities and governments worldwide. These designs will allow nuclear power plants to produce electricity without producing weapons-usable plutonium.

### ***The Thorium Power Story***

Before World War II, a then young professor Dr. Edward Teller taught a student named Alvin Radkowsky. Dr. Teller later became one of the greatest nuclear weapons designers, at the Manhattan Project, and then a lead developer of the hydrogen bomb. Dr. Radkowsky, who never worked on bombs, was the leader of the teams that developed the nuclear reactors that propel submarines and other ships, as well as the first commercial nuclear power plant.

In 1948, H.G. Rickover, who would later be known as the legendary Admiral Rickover, proposed the creation of a U.S. nuclear-powered naval fleet. Admiral Rickover believed that the advantages of using nuclear power to propel naval vessels would include the ability of submarines to stay under water for longer periods of time making detection more difficult. Submarines and surface ships, including aircraft carriers, powered by nuclear generators, could also enter combat areas without any need to refuel, obviating the need for refueling tankers to be sent into war zones. Admiral Rickover's dream had many disbelievers. The idea, which at the time seemed grandiose, would require the design of a nuclear reactor that could fit into a relatively small space within a naval vessel.

By this time, Dr. Teller was one of the most legendary names in physics. When asked by Dr. Teller for a recommendation for Admiral Rickover's project, Teller referred Dr. Radkowsky, his former student. In 1948 Admiral Rickover hired Dr. Radkowsky as the first Chief Scientist of the Naval Reactors programs. Dr. Radkowsky held that position from the program's founding in 1948 until he retired from the program in 1972.

In July 1951, the United States Congress authorized the construction of the world's first nuclear powered submarine. Two and a half years later, on January 21, 1954, First Lady Mamie Eisenhower broke the traditional bottle of champagne across the bow of the ship, that had been named the Nautilus, as it slid into the Thames River in Groton, Connecticut, as the world's first nuclear powered ship. Dr. Radkowsky was the Chief Scientist for the Naval Reactors project that designed the nuclear power plant of that ship, and all other nuclear powered naval vessels produced during his tenure. The Nautilus shattered all submerged speed and distance records for naval vessels.

In 1953, President Eisenhower asked Admiral Rickover to work on a project that later became known as Atoms for Peace. The project involved the design of the first commercial nuclear power plant on land that could generate electricity. Dr. Radkowsky was asked to lead the project. The reactor was built just outside Pittsburgh, in Shippingport, Pennsylvania, and it began operating on December 2, 1957. It was in operation until October 1982. The groundbreaking for the plant was held in May 1954, with President Eisenhower in attendance, and on May 26, 1958, President Eisenhower opened the plant as the cornerstone of his Atoms for Peace program and marked the beginning of the commercial nuclear power industry. The Shippingport reactor was a light water breeder reactor, and in many ways would be the prototype of all commercial nuclear power plants to follow. Dr. Radkowsky's name was on the key patents as the inventor of the reactor, including the invention of key technologies, without which commercial nuclear power or nuclear propulsion of ships would not be practical. Dr. Radkowsky also designed a thorium-based fuel, in a novel seed-and-blanket configuration, as the original fuel for this first nuclear power plant.

In 1983, Dr. Edward Teller contacted Alvin Radkowsky to seek Dr. Radkowsky's assistance in developing a nuclear fuel that could work in the world's existing commercial nuclear power plants, but that would not produce nuclear weapons-usable plutonium. Dr. Teller was concerned that plutonium taken from spent fuels could be used to create nuclear weapons. Thereafter, Dr. Radkowsky immediately began working on nuclear fuel designs using thorium.

In 1991, Dr. Radkowsky contacted Seth Grae, the current Chief Executive Officer of Thorium Power, and asked Mr. Grae to assist him in the development of a company that could create and exploit these fuel designs. At the time, Mr. Grae was a business attorney and Dr. Radkowsky had heard of Mr. Grae's work with emerging companies and asked Mr. Grae to assist in the establishment of a new company that would become Thorium Power. In the 1980s, while in law school, Mr. Grae had represented Soviet refuseniks, who had been scientists at nuclear institutes in Russia, on a pro bono basis. Mr. Grae was interested in high technology development and international cooperation in technology development. Mr. Grae's father, Joel Grae, met Dr. Radkowsky soon thereafter in New York, and Joel Grae and Dr. Radkowsky founded Radkowsky Thorium Power on January 8, 1992 to develop Dr. Radkowsky's technology.

In 1993, Thorium Power became one of the first Western companies to have discussions with the Russian Kurchatov Institute, where the Soviet Union's first atomic bomb had been developed, and much of its nuclear reactor technology had been developed. In 1995, Thorium Power's project at the Kurchatov Institute became one of the first recipients of a grant from the US Department of Energy for nuclear work in Russia. Since its founding in 1992, Thorium Power has been a privately held company developing the nuclear fuel designs originally invented by Dr. Alvin Radkowsky.

## ***The Nuclear Power Industry***

Presently, nuclear power provides 7% of the world's energy, including 17% of the world's electricity. According to the International Atomic Energy Agency, there are 443 nuclear power plants in operation today, mostly light water reactors, with the most dominant types being pressurized water reactors (PWRs), boiling water reactors (BWRs) and VVER reactors (a Russian equivalent of PWRs).

The commercial nuclear power industry customers are nuclear power generators, who convert nuclear energy into electricity. The industry serving these customers includes both large vertically-integrated nuclear companies that provide a complete array of reactor services and niche providers. The services include reactor design, construction, servicing, and decommissioning; front-end nuclear fuel services (nuclear fuel materials procurement and processing; nuclear fuel design (Thorium Power's market of interest) and fuel fabrication); back-end nuclear fuel services (spent fuel management and reprocessing), transportation, and various other services.

Today the vast majority of commercial nuclear power plants around the world use uranium oxide fuel. This uranium oxide fuel is comprised of uranium enriched up to 5% by uranium-235, with the remaining 95% or more being uranium-238. During irradiation inside a reactor core, some of the uranium-238 isotopes capture a neutron and become plutonium-239, a long-lived fissionable element that can be used to make nuclear weapons. Each year, an average 1,000-megawatt PWR produces over 200 kilograms of reactor-grade plutonium in its spent fuel. The plutonium-bearing spent fuel may be buried in a repository such as the US Department of Energy facility at Yucca Mt., Nevada, recycled so the plutonium is "burned" as nuclear fuel, or used to make nuclear weapons.

All three options raise environment, safety, or non-proliferation issues. One recycling technology, used by a small number of nuclear power plants, is mixed oxide (MOX) fuel, a mixture of uranium oxide and recovered plutonium oxide. MOX fuel has never been used in Russian VVER reactors and, due to its higher cost, MOX fuel has never caught on among most nuclear power generators, who prefer the "once through" and burial cycle. Because it contains uranium, MOX fuel generates a significant amount of weapons-usable plutonium.

### ***Competition***

Thorium Power's market of interest is the supply of thorium-based nuclear fuel designs. The world's nuclear fuel fabrication market is controlled by a handful of large nuclear fuel fabricators who develop proprietary uranium-based fuel designs. The key world nuclear fuel market players are, in order of magnitude of fuel fabrication: (1) Areva of France, owned by the French government, (2) Westinghouse, owned by the British government, which has recently agreed to sell Westinghouse to Toshiba, (3) Global Nuclear Fuel, a joint venture of three companies, General Electric, Hitachi and Toshiba, and (4) Russian fuel companies supplying fuel primarily to Russian-type reactors.

Each of these companies has its own fuel design capabilities and also has the ability to fabricate nuclear fuels. Thorium Power, on the other hand, only intends to provide fuel design services. Thorium Power does not intend to fabricate fuels. Accordingly, these companies will be Thorium Power's competitors in that they may design alternatives to its fuel designs, however, they will also be potential licensees of Thorium Power's fuel designs and may fabricate nuclear fuels using Thorium Power's fuel design technology.

Thorium Power faces different competition for each of its three markets for its proprietary nuclear fuel designs:

Thorium/weapons-grade plutonium disposing fuel

This fuel design (the Radkowsky Thorium Plutonium Incinerator, or “RTPI”) was developed to meet the needs of the U.S.-Russia plutonium disposition program. It is the policy of those countries to eliminate their extensive stockpiles of surplus weapons grade plutonium. In 2000, the U.S. and Russia signed a bi-lateral agreement, committing each country to dispose of 34 metric tons of surplus weapons-grade plutonium. Originally, a mixed oxide (MOX) fuel technology, promoted by Areva, was selected by the U.S. Department of Energy (DOE) for both the United States and Russia to accomplish this mission. However, over the past several years, the implementation of the 2000 plutonium disposition agreement has been delayed due to political, financial, and technical issues experienced by the MOX program. During the fiscal years from 1999-2005, Congress appropriated a total of over \$3 billion for the MOX program. Despite such significant funding levels, the MOX program has experienced substantial schedule slippage and has made little progress since 1999 toward accomplishing the goal of plutonium disposition. In the consideration of FY07 appropriations, several members of Congress and Committees have publicly expressed doubts the MOX program should continue.

Management believes that Thorium Power's thorium/weapons-grade plutonium disposing fuel could offer a faster, cheaper, and more effective means to dispose of excess quantities of weapons-grade plutonium by “burning” it using the RTPI fuel design in existing VVER nuclear power plants in Russia (a similar design may be usable in the US and other Western countries). Thorium plans to educate government officials and key decision-makers to convince them to use this technology for the plutonium disposition mission.

Thorium/reactor-grade plutonium disposing fuel

This fuel technology is designed to provide an effective means to dispose of separated reactor-grade plutonium. As of 2004, there were 274 metric tons of separated reactor-grade plutonium (equivalent of 15,000-20,000 nuclear weapons) stored at various locations around the world. According to *No Future Plutonium?* by Spiez Laboratory, The Swiss NBC Defense Establishment, dated November 2002, another 1,400 metric tons of this potentially weapons useable material are embedded in spent fuel and stored at hundreds of commercial reactor sites around the globe.

Management believes that Thorium Power's thorium/reactor-grade plutonium disposing fuel technology may offer a more economically viable way to dispose of separated reactor-grade plutonium than the mixed oxide (MOX) fuel or burial alternatives. MOX fuel costs more than conventional uranium fuel, even if separated plutonium is treated as sunk cost and is not included in the fuel cost. Thorium Power's fuel design, which management expects to be cost competitive with conventional uranium fuel designs, could offer a viable alternative to such reactor operators.



The burial alternative faces substantial opposition from the communities chosen as sites, such as Yucca Mt. Nevada, on grounds of environments and safety risks. Also, the long life of plutonium means that the buried spent fuel will be a proliferation risk for centuries. The United States and many countries have been committed to the burial alternative for a number of years. In early 2006, in announcing its Global Nuclear Energy Partnership (GNEP), the United States announced that it would work with other countries to develop proliferation-resistant environmentally compatible technologies and processes to promote recycling and reduce the need for burial in long term repositories.

Management believes that benefits offered by thorium/reactor-grade plutonium fuel designs include enhanced proliferation resistance, improved reactor safety, and significantly reduced volume, weight and long-term radio-toxicity of spent fuel.

Thorium Power's marketing strategy with respect to thorium/reactor-grade plutonium disposing fuel is to educate reactor operators, who presently own stockpiles of separated reactor-grade plutonium and are forced to pay ongoing plutonium storage fees, about the benefits offered by this fuel technology to convince them to recycle these plutonium stockpiles in their reactors using thorium/reactor-grade plutonium disposing fuel. This strategy is attuned with GNEP and the strategies of countries that wish to recycle but are not committed to MOX technology.

#### Thorium/uranium fuel

Management believes that Thorium Power's thorium/uranium nuclear fuel will offer significant advantages over uranium fuel, including: (1) enhanced proliferation resistance of spent fuel, (2) improved reactor safety, (3) significantly reduced volume, weight and long-term radio-toxicity of spent fuel, and (4) cost savings in the back-end operations (spent fuel management) of the nuclear fuel cycle. Thorium Power expects the front-end costs (cost of fresh thorium/uranium fuel) to be cost competitive with conventional uranium fuel. At the same time, the back-end (waste handling) costs are expected to be less than that for conventional uranium fuel due to significantly reduced volume and weight of spent thorium/uranium fuel.

The primary barrier to industry adoption of Thorium Power fuel designs is that the entire industry infrastructure is based on uranium fuel with enrichments of 3-5%. Thorium Power's designs require plutonium or more highly enriched uranium (up to 20%). Although the designs can be accommodated by most existing reactors, there are no existing fuel fabrication facilities licensed and capable of fabricating commercial lots of fuel containing the more highly enriched uranium and plutonium. There are also transportation and logistics issues with the fuel that must be addressed.

The primary marketing strategy Thorium Power intends to pursue with respect to its thorium/uranium fuel product is to first demonstrate the fuel design under the plutonium disposition program. It will then form an alliance or alliances with existing nuclear fuel fabricators, to whom Thorium Power would license its intellectual property rights to Thorium Power's thorium/uranium nuclear fuel. An alternative marketing strategy Thorium Power may pursue is to form an international consortium that may involve government and/or private sectors to build "green field" nuclear fuel fabrication facilities. In that case, Thorium Power would license its intellectual property rights to the thorium/uranium fuel to the consortium that would own and/or operate the new nuclear fuel fabrication facilities.

On February 22, 2006, Thorium Power entered into a teaming agreement with The University of Texas System, the University of Texas of the Permian Basin (UTPB) in Odessa, Texas and General Atomics (GA), for the pre-conceptual design phase (PCD) to build a next generation high-temperature reactor in Andrews County, Texas.

Under the terms of the teaming agreement, Thorium Power will be responsible for contributing to the specific thorium fuel designs that will be addressed in the PCD. In addition, to the extent that the PCD may address issues particular to the use of thorium fuel experiments in conjunction with hydrogen generation experiments, Thorium Power will provide its expertise to General Atomics. Thorium Power will contribute \$1.25 million toward the PCD phase of the project.

***Sources and Availability of Raw Materials***

Thorium Power is a fuel designer that intends to license its technology to fuel fabricators. Accordingly, Thorium Power does not plan to utilize any raw materials in the conduct of its operations. However, the fuel fabricators who potentially will license Thorium Power's fuel designs in the future will need thorium and uranium to fabricate thorium-based fuels.

All of Thorium Power's nuclear fuel designs require both thorium and uranium in the oxide form which are the main raw materials for the blanket rods. The seed rods can contain either enriched uranium or plutonium. In addition, both the blanket and the seed rods are designed to be made of zirconium metal as will other fuels assembly components.

The current demand for thorium is very low. Thorium is sometimes used in government flares, camping lantern wicks and in other products in small quantities. If thorium based fuels become commercially accepted in the nuclear power industry, there would be a significant increase in the demand for thorium. Thorium is over three times more naturally abundant than uranium and is found in large quantities in monazite sands in many countries, including, Australia, India, the United States of America, and China. Several companies that process monazite sands to extract rare earth minerals for use in other markets have stockpiled thorium as a byproduct with no significant current market. Currently, there is no large supplier of thorium. Thorium Power believes that Novastar is the first company that has acquired rights to properties containing thorium in anticipation of providing large quantities of thorium for use in nuclear fuels or otherwise.

Uranium and zirconium are available to the fuel fabricators from various suppliers at market driven prices. Weapons-grade plutonium, which would be used to fabricate Thorium Power's weapons grade plutonium disposing fuel, is generally unavailable. However, if government support is obtained, weapons-grade plutonium would be obtained from governments that have developed nuclear weapons capabilities. Reactor-grade plutonium is available in Europe, Russia and Japan from reprocessed spent fuel. The transfer and use of reactor-grade plutonium is highly regulated.

### ***Dependence Upon Government Funding***

Successful development and deployment of Thorium Power's thorium/weapons-grade plutonium disposing fuel technology is largely dependent upon government funding and support. This fuel design is being developed for application in the U.S.-Russia plutonium disposition mission that is a government program run by the National Nuclear Security Administration (NNSA) of the U.S. Department of Energy (DOE) and its Russian government counterparts pursuant to the plutonium disposition agreement the United States and Russia entered into in 2000. The total cost to carry out the plutonium disposition mission will be in the billions of dollars. To date, the plutonium disposition program in the United States and Russia has been funded primarily by the U.S. government. The G-8 countries have made funding commitments for approximately \$800 million toward the Russian part of the plutonium disposition program but have not yet provided the funds.

In the fiscal year 2004 federal budget cycle, the U.S. Congress appropriated \$4 million for testing and evaluation of Thorium Power's thorium/weapons-grade plutonium disposing fuel technology for the plutonium disposition mission in Russia. Additional funding support is required from the U.S. and other governments to complete the development, testing, demonstration and deployment of Thorium Power's thorium/weapons-grade plutonium disposing fuel.

While the other two nuclear fuel designs (thorium/reactor-grade plutonium disposing fuel and thorium/uranium fuel) that are being developed by Thorium Power are intended for commercial applications and are not as dependent on government funding as the thorium/weapons-grade plutonium disposing fuel, they too could benefit from government support for the thorium/weapons-grade plutonium disposing fuel. In particular, deployment of the thorium/weapons-grade plutonium disposing fuel into commercial 1,000-megawatt light water reactors through a government program would provide operating experience. Due to many similarities in the design of the three Thorium Power nuclear fuel designs, this operating experience could be invaluable to other reactor operators considering switching to one of Thorium Power's other two fuels. There are also some potential synergies that could be achieved in the development and testing phase that may be able to reduce the overall research and development cost and shorten the product development cycle for Thorium Power's three nuclear fuel designs.

### ***Intellectual Property***

Thorium Power's nuclear fuel technologies are protected by several U.S. and international patents. The company's current patent portfolio is comprised of the following patents:

U.S. patents:

- Patent No. 6,026,136, a seed-blanket unit fuel assembly for a nuclear reactor

- Patent No. 5,949,837, a nuclear reactor having a core including a plurality of seed-blanket units
- Patent No. 5,864,593, a method for operating a nuclear reactor core comprised of at least first and second groups of seed-blanket units
- Patent No. 5,737,375, a nuclear reactor having a core including a plurality of seed-blanket units

The U.S. patents expire August 16, 2014.

International patents:

- Russia - Patent No. 2,176,826
- Russia - Patent No. 2,222,837
- South Korea - Patent No. 301,339
- South Korea - Patent No. 336,214
- China - Patent No. ZL 96196267.4

The international patents expire August 16, 2014.

Presently, Thorium Power is in the process of preparing new patent applications that will cover intellectual property that has been developed since the original patent applications were filed.

Over the past two years, most of the funding for research and development activities came from the U.S. government. Since mid-2004, the U.S. Department of Energy has paid approximately \$2.5 million to Kurchatov Institute and other Russian institutes for development and testing work they have performed on Thorium Power's fuel designs. Thorium Power has paid approximately \$30,000 of its own funds to these Russian contractors within the same time period.

### ***Regulation***

No safety regulatory approval is required to design thorium-based nuclear fuels, although certain technology transfers may be subject to national and international export controls. However, the testing, fabrication and use of nuclear fuels by Thorium Power's future partners and licensees is heavily regulated. The Kurchatov Institute and other locations where Thorium Power's fuel designs may be initially tested require governmental approvals from the host country's nuclear regulatory authority to test fuel in research reactors and other nuclear testing facilities. The Kurchatov Institute has obtained such approvals from the Russian nuclear regulatory authorities for the ongoing tests of Thorium Power's fuel designs that are taking place at Russian facilities. Nuclear fuel fabricators, who will potentially fabricate fuel using Thorium Power's technology under licenses from Thorium Power, are similarly regulated. Nuclear power plants that may utilize the fuel produced by these fuel fabricators require specific licenses relating to possession and use of nuclear materials as well as numerous other governmental approvals for the ownership and operation of nuclear power plants.

### ***Employees***

As of June 13, 2006, Thorium Power had three employees, two of whom were full-time employees.

Thorium Power uses consultants with specific skills to assist with various aspects of its project evaluation, due diligence and business development.

### ***Properties***

Thorium Power is obligated to pay \$3,234 per month for office rent and approximately another \$700-1000 per month for utilities and other fees for the rented office space located at 8300 Greensboro Drive, Suite 800, McLean, Virginia 22102. The total size of the leased space is 280 square feet, and is used by Thorium Power's executives for administrative purposes. The term of the lease expires on December 31, 2006.

Additionally, in 2004, Thorium Power subleased its old office space located at 1901 Pennsylvania Ave, NW, Suite 202, Washington, DC 20006. The total size of the sub-leased space is 2,093 square feet. Pursuant to the sublease agreement, which expires on December 31, 2006 (the expiration date of the underlying lease agreement), the sublessee pays the entire fixed rent amount for the space and Thorium Power is obligated to pay a portion of the total monthly rent payment equal to the prorated portion of the operating expenses and real estate taxes for the building. Thorium Power estimates the total remaining balance owed by Thorium Power under this sublease agreement through December 31, 2006 is about \$3,300-4,000 (as of June 14, 2006).

### **THORIUM POWER'S MANAGEMENT**

The following table sets out certain information regarding the directors and executive officers of Thorium Power:

NAME	AGE	POSITION
Seth Grae	43	President, Chief Executive Officer and Director
Andrey Mushakov	29	Treasurer and Secretary
Harold Welch	77	Chairman and Director
Thomas Graham, Jr.	72	Director
Daniel Barstow Magraw	59	Director
Alfred Rubin	75	Director

There are no family relationships between any of the foregoing individuals. None of Thorium Power's officers or directors have been involved in legal proceedings of the type that are required to be disclosed.

The Thorium Power Bylaws set the number of directors in the range from five to fifteen. There are currently five directors. Thorium Power has an Audit Committee comprised of two directors: Alfred Rubin (Chairman of the Audit Committee) and G. Harold Welch, Jr.

The Thorium Power Board does not have a designated audit committee financial expert.

Biographical information about Thorium Power's officers, directors and key consultants follows.

**SETH GRAE.** Mr. Grae has been involved with Thorium Power since it was founded in 1992. Mr. Grae is the President, the Chief Executive Officer and a director of Thorium Power. Mr. Grae also became the Chief Executive Officer and President of Novastar on March 17, 2006, and he became a director of Novastar on April 2, 2006.

Mr. Grae's biographical information is provided above under the heading THE MERGER AGREEMENT—DIRECTORS OF NOVASTAR AFTER THE MERGER.

**ANDREY MUSHAKOV.** Mr. Mushakov is Treasurer and Secretary of Thorium Power and has held these positions since April 2002 and July 2003 respectively. He is the primary liaison between Thorium Power and the Kurchatov Institute in Moscow. Mr. Mushakov has expertise in financial analysis, financial planning and budgeting, financial reporting and accounting, structuring business transactions, and government contract negotiations. In 2004, Mr. Mushakov led successful negotiations with officials from the National Nuclear Security Administration and Oak Ridge National Laboratory (ORNL) that resulted in signing of a \$3.5 million government contract between ORNL and Kurchatov Institute for work relating to the Thorium Power's nuclear fuel development effort in Russia. His prior experience includes finance-related work in the banking and construction sectors. Mr. Mushakov has the following degrees: PhD in Economics from St. Petersburg State University of Economics and Finance (Russia), MS in Management with excellence (MBA equivalent) from Hult International Business School (formerly the Arthur D. Little School of Management), where he was enrolled as a recipient of the Russian President's Scholarship, and BS in Banking and Finance with honors from the Finance Academy of Russia .

**G. HAROLD WELCH, JR.** Mr. Welch served as Chairman of the board of directors of Thorium Power from 1992 to 1995, and resumed the role of Chairman of the Board in 2005. From 1979 to 1990, he was the Chairman and President of Yale New Haven Medical Center, Inc. From 1990 to 1999, he was Chairman of the Board of the South Central Connecticut Regional Water Authority, of which he was a member since 1978. Mr. Welch also was a member of the Board of Biocraft Laboratories, Inc., a New York Stock Exchange listed generic drug company. Mr. Welch is a graduate of Yale University and the Stonier Graduate School of Banking at Yale University.

**THOMAS GRAHAM, JR.** Ambassador Graham has been a member of the board of directors of Thorium Power since July 1, 1997. He also became the Interim Secretary of Novastar on March 17, 2006 and became a director of Novastar on April 2, 2006 and was appointed the Interim Secretary of Novastar on March 17, 2006.

Ambassador Graham's biographical information is provided above under the heading THE MERGER AGREEMENT—DIRECTORS AND OFFICERS OF NOVASTAR AFTER THE MERGER.

**DANIEL BARSTOW MAGRAW, JR.** Mr. Magraw has been a member of the board of directors of Thorium Power since April 7, 1996. He is one of the world's leading expert on international environmental law and policy. Mr. Magraw is President and CEO of the Center for International Environmental Law (CIEL). From 1992-2001, he was Director of the International Environmental Law Office of the US Environmental Protection Agency. He is a member of the US Department of State Study Group on International Business Transactions and was Chair of the 15,000-member Section of International Law and Practice of the American Bar Association. He practiced international law, constitutional law, and bankruptcy law at Covington & Burling in Washington, DC from 1978-1983. Mr. Magraw is a widely-published author in the field of international environmental law. He is a graduate of Harvard University and the University of California, Berkley Law School.

**ALFRED RUBIN.** Mr. Rubin has been a director of Thorium Power since April 10, 2003. Mr. Rubin brings to the Board expertise in government contracting and the management of technology projects. As Chairman and CEO of System Automation Corporation, a company he founded in 1968, he provided systems analysis and software development services to Federal agencies and state and local governments. System Automation clients include Federal agencies such as DOD, State, NRC, and NIH, and over twenty States. Mr. Rubin received his B.S. degree (Mathematics and Physics) and an M.S. (Mathematics) followed by a graduate fellowship in Mathematics from Wayne State University in Detroit.

Mr. Rubin lectured in Mathematics at the City College of New York from 1961 to 1965 when he joined industry in the field of computer science.

### ***Indemnification***

Pursuant to the certificate of incorporation of Thorium Power, no director shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability

- o for a breach of such director's duty of loyalty to the corporation or its stockholders,
- o for acts or omissions not in good faith or which involve the intentional misconduct or a knowing violation of law,

- o under Section 174 of the General Corporation Law of the State of Delaware, or
- o for any transaction from which the director derived an improper personal benefit.

Thorium Power's bylaws provide that Thorium Power, to the fullest extent permitted or required by applicable law, shall indemnify, and advance expenses to, each and every person who is or was a director, officer, employee, agent or fiduciary of the corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in which such person is or was serving at the request of the corporation and who, because of any such position or status, is directly or indirectly involved in any action, suit, arbitration on, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative, provided that such indemnification is to conduct within such person's scope of duties as had been requested by the corporation, and provided that any person requesting advancement of expenses shall provide a statement that the conduct was within the scope of his or her duties to the corporation.

Thorium Power also has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under applicable law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted under these provisions, Thorium Power has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

## THORIUM POWER EXECUTIVE COMPENSATION

### *Executive Compensation*

The following table sets forth the annual and long-term compensation for services in all capacities to Thorium Power for the fiscal years ended December 31, 2005, 2004 and 2003 paid to the Thorium Power's Chief Executive Officer ("CEO") and its Treasurer and Secretary.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	ANNUAL COMPENSATION			LONG TERM COMPENSATION			
		Salary (\$)	Bonus (\$)	Other Annual Compensation (\$)	Restricted Stock Award(s) (\$)	Securities Underlying Options/ SARs (#)	PAYOUTS LTIP Payouts (\$)	All Other Compensation (\$)
Seth Grae, President and CEO	2005	158,333	-			150,000		
	2004	150,000	-			-		
	2003	158,333	-			-		



None of Thorium Power's other executive officers received annual salary and bonuses in excess of \$100,000 during the past three fiscal years.

(1) Mr. Grae's aggregate salary in 2005, 2004 and 2003 includes \$145,833, \$125,000 and \$75,000 of accrued, but unpaid, salary. All of such accrued salary was paid to Mr. Grae in the first quarter of 2006.

#### EXECUTIVE OFFICER OPTION GRANTS IN LAST FISCAL YEAR

The following table sets forth the options granted to Thorium Power's executive officers during the year 2005.

Name	Name of Securities Underlying Options Granted	% of Total Options Granted to Employees in the Fiscal Year	Exercise Price	Expiration Date
Seth Grae	150,000	66	\$4.00	July 2010

On August 17, 2005, Seth Grae was awarded a bonus of 150,000 stock options for shares of Thorium Power. The option was fully vested upon grant and exercisable for up to 5 years, with an exercise price of \$4.00 (four US dollars) per share.

#### AGGREGATED OPTION EXERCISES IN LAST FISCAL YEAR-END AND FISCAL YEAR-END OPTION VALUES TABLE

The following table contains information concerning the number of shares acquired and value realized from the exercise of options by the named executive officers during fiscal 2005 and the number of unexercised options held by the named executive officers at December 31, 2005.

Name	Shares Acquired on Exercise	Value Realized (\$)	Number of Shares of Common Stock Underlying Unexercised Options at Year End (December 31, 2005)		Value of Unexercised In-The-Money Options at Year End (December 31, 2005) (1) (\$)	
			Exercisable	Unexercisable	Exercisable	Unexercisable
Seth Grae	N/A	N/A	281,333	--	1,125,332	--

(1) Options are "in-the-money" if the market price of a share of common stock exceeds the exercise price of the option. Thorium Power's common stock does not have an active trading market. For purposes of this calculation a market price of \$4.00 was used because Thorium Power issued common stock at \$4.00 per share pursuant to a stock purchase made in February, 2006. Because of the lack of liquidity, the true market value may be lower.

Thorium Power has no retirement, pension or profit sharing program for the benefit of its directors, officers or other employees to which it contributes, but the board of directors may recommend one or more such programs for adoption in the future. Thorium Power does not maintain a 401(k) plan or similar plan.

***Employee Stock Option Plan***

Thorium Power does not maintain any equity incentive or stock option plans, however, Thorium Power has made individual option grants to employees, officers, directors and consultants.

***Contracts with Officers***

None.

**THORIUM POWER PRINCIPAL STOCKHOLDERS**

The following table sets forth certain information with respect to the beneficial ownership of Thorium Power’s equity securities as of March 31, 2006 by:

- o each securityholder known by Thorium Power to be the beneficial owner of more than 5% of Thorium Power’s outstanding securities;
- o each current executive officer of Thorium Power;
- o each current director of Thorium Power; and
- o all current directors and executive officers of Thorium Power as a group.

Unless otherwise specified, the address of each of the persons set forth below is in care of Thorium Power, Inc., 8300 Greensboro Drive, Suite 800, McLean, VA 22102.

Name and Address of Beneficial Owner (1)	Amount and Nature of Beneficial Ownership of Thorium Power (2)	Percent of Thorium Power's Common Stock
Thunder Investors, LLC 200 West Madison Street Chicago, IL 60606	1,012,500 (6)	23.20%
Seth Grae 1249 Beverly Road McLean, VA 22102	535,666 (3)	13.49%
Gilliette Lee Chukat and/or Annette M. Radkowsky 10 Hameah Ve echad Street Ramat Chen 52234 Israel	468,334 (7)	12.42%
G. Harold Welch, Jr. 307 St. Ronan Street New Haven, CT 06511	229,166 (8)	6.18%
Thomas Graham, Jr. 7609 Glenbrook Road Bethesda, MD 20814	135,025 (4)	3.56%
Andrey Mushakov 1701 East West Hwy., Apt. 401 Silver Spring, MD 20910	37,500 (5)	1.01%
Daniel Barstow Magraw, Jr. 8564 Horseshoe Lane Potomac, MD 20854	30,573 (9)	0.82%
Alfred Rubin 3411 Fallstaff Road Baltimore, MD 21215	25,750	0.7%
Mark Mamolen 1759 W. 28th Street Sunset Island #1 Miami Beach, FL 33140	487,500 (10)	12.1%
Craig Robins 1632 Pennsylvania Avenue Miami, FL 33139	291,000 (11)	7.5%
Officers and Directors as a group (6 people)	993,680	23.92%

(1) Beneficial Ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Each of the beneficial owners listed above has direct ownership of and sole voting power and investment power with respect to the shares of Thorium Power common stock and Novastar's common stock, respectively.

(2) A total of 3,690,019 shares of Thorium Power common stock are considered outstanding pursuant to SEC Rule 13d-3(d)(1). For each Beneficial Owner above, any options held by such Owner that are exercisable within 60 days have been included in both the numerator and added to the denominator.

(3) Includes 281,333 shares underlying Thorium Power stock options.

(4) Includes 100,000 shares underlying Thorium Power stock options.

(5) Includes 37,500 shares underlying Thorium Power stock options.

(6) Includes 675,000 shares underlying Thorium Power warrants.

(7) Includes 80,000 shares underlying Thorium Power stock options.

(8) Includes 20,000 shares underlying Thorium Power stock options.

(9) Includes 25,000 shares underlying Thorium Power stock options.

(10) Includes 325,000 shares underlying Thorium Power stock options.

(11) Includes 194,000 shares underlying Thorium Power stock options.

## DESCRIPTION OF SECURITIES

Novastar's authorized capital stock consists of 250,000,000 shares of common stock, par value \$0.001 per share, and 50,000,000 shares of preferred stock, par value \$0.001 per share. As of May 18, 2006, Novastar had 127,848,785 shares of common stock issued and outstanding and no shares of preferred stock issued and outstanding.

### **COMMON STOCK**

The holders of the common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Accordingly, holders of a majority of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election. Holders of common stock are entitled to receive ratably such dividends as may be declared by the Board out of funds legally available therefor. In the event of Novastar's liquidation, dissolution or winding up, holders of common stock are entitled to share ratably in the assets remaining after payment of liabilities. Holders of common stock have no preemptive, conversion or redemption rights. All of the outstanding shares of common stock are fully-paid and nonassessable.

### **PREFERRED STOCK**

Novastar's board of directors may, without stockholder approval, establish and issue shares of one or more classes or series of preferred stock having the designations, number of shares, dividend rates, liquidation preferences, redemption provisions, sinking fund provisions, conversion rights, voting rights and other rights, preferences and limitations that Novastar's Board may determine. The Board may authorize the issuance of preferred stock with voting, conversion and economic rights senior to the common stock so that the issuance of preferred stock could adversely affect the market value of the common stock. The creation of one or more series of preferred stock may adversely affect the voting power or other rights of the holders of common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things and under some circumstances, have the effect of delaying, deferring or preventing a change in control without any action by stockholders.

No other classes of preferred stock are outstanding.

### **ELECTION AND REMOVAL OF DIRECTORS**

Each of Novastar's directors serves for a term of one year or until his successor is elected and qualified if there is no annual meeting. At each annual meeting of stockholders, the successors to the then current directors whose terms are expiring are elected to serve for one-year terms. Incumbent directors may be removed at any special meeting of Novastar's stockholders upon a vote of 2/3 of the outstanding shares of stock entitled to vote for directors.

### **NOVASTAR RESOURCES LTD.**

## UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following unaudited pro forma condensed consolidated financial statements have been prepared to reflect the effect of the proposed merger between Novastar and Thorium Power. The March 31, 2006 condensed consolidated pro forma financial statements include Novastar's balance sheet as of March 31, 2006 and the results of its operations for the nine months ended March 31, 2006 and Thorium Power's balance sheet as of March 31, 2006 and the results of its operations for the nine months ended March 31, 2006. The historical financial data of Novastar and Thorium Power used in the December 31, 2005 pro forma condensed consolidated statements of operations have been derived from Thorium Power's audited financial statements presented for the twelve months ended December 31, 2005 and from Novastar's annual report on Form 10-K for the twelve months ended June 30, 2005.

The historical financial information has been adjusted to give effect to pro forma events that are directly attributable to the merger, factually supportable, and expected to have a continuing impact on combined results. The pro forma financial statements of operations assume that the combination occurred at the beginning of the periods presented in the statements. All intercompany accounts and transactions have been eliminated.

This information is provided to aid in the analysis of the financial aspects of the merger. These unaudited pro forma condensed consolidated financial statements should be read in conjunction with the historical financial statements and notes thereto of Novastar and Thorium Power, included elsewhere in this prospectus.

The unaudited pro forma condensed consolidated financial statements are for illustrative purposes only. The financial results may have been different had the companies always been combined. Because the plans for these activities have not yet been finalized, Novastar is not able to reasonably quantify the costs for such activities. You should not rely on the pro forma condensed consolidated financial statements as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that the combined company will experience.

#### **MATERIAL CONTRACTS BETWEEN NOVASTAR AND THORIUM POWER**

There are no currently effective material contracts between Novastar and Thorium Power, other than the merger agreement.

#### **COMPARATIVE RIGHTS OF HOLDERS OF THORIUM POWER COMMON STOCK AND NOVASTAR COMMON STOCK**

After consummation of the merger, holders of Thorium Power common stock will become holders of Novastar common stock. As stockholders of Thorium Power, their rights are presently governed by Delaware law and the Certificate of Incorporation and Bylaws of Thorium Power (the "Thorium Power Charter Documents"). As stockholders of Novastar, their rights will be governed by Nevada law and by Novastar's Articles of Incorporation and Bylaws (the "Novastar Charter Documents"). The following discussion summarizes the material differences between the rights of holders of the capital stock of a Delaware corporation such as Thorium Power and the rights of the holders of the capital stock of a Nevada corporation, such as Novastar.

### ***Authorized Capital Stock***

The authorized capital stock of Novastar, upon closing of the merger with Thorium Power, will consist of 500,000,000 shares of common stock, \$0.001 par value per share. Each share of the common stock of Novastar will have one vote per share, and the right to notice of stockholders' meetings and to vote upon the election of directors or upon any other matter as to which approval of the common stockholders is required or requested. Stockholders will not have a right to cumulate their votes for the election of directors.

### ***Fiduciary Duties of Directors***

Both Delaware and Nevada law provide that the board of directors has the ultimate responsibility for managing the business and affairs of a corporation. In discharging this function, directors of Nevada and Delaware corporations owe fiduciary duties of care and loyalty to the corporations they serve and the stockholders of those corporations.

With respect to fiduciary duties, Nevada corporate law may provide broader discretion, and increased protection from liability, to directors in exercising their fiduciary duties, particularly in the context of a change in control. Delaware courts have held that the directors of a Delaware corporation are required to exercise an informed business judgment in performing their duties. An informed business judgment means that the directors have informed themselves of all material information reasonably available to them. Delaware courts have also imposed a heightened standard of conduct on directors in matters involving a contest for control of the corporation. A director of a Nevada business corporation must perform his or her duties as a director in good faith and with a view to the interests of the corporation.

Delaware corporate law does not contain any statutory provision permitting the board of directors, committees of the board and individual directors, when discharging their duties, to consider the interests of any constituencies other than the corporation or its stockholders. Nevada corporate law, on the other hand, provides that in discharging their duties, the board of directors, committees of the board and individual directors may, in exercising their respective powers with a view to the interests of the corporation, choose, to the extent they deem appropriate, to subordinate the interests of stockholders to the interests of employees, suppliers, customers or creditors of the corporation or to the interests of the communities served by the corporation. Furthermore, the officers and directors may consider the long-term and short-term interests of the corporation and its stockholders.

Under Delaware corporate law, directors of a Delaware corporation are presumed to have acted on an informed basis, in good faith and in the honest belief that their actions were in the best interest of the corporation. This presumption may be overcome, if a preponderance of the evidence shows that the directors' decision involved a breach of fiduciary duty such as fraud, overreaching, lack of good faith, failure of the board to inform itself properly or actions by the board to entrench itself in office. Delaware courts have imposed a heightened standard of conduct upon directors of a Delaware corporation who take any action designed to defeat a threatened change in control of the corporation. The heightened standard has two elements: the board must demonstrate some basis for concluding that a proper corporate purpose is served by implementation of any defensive measure and that measure must be reasonable in relation to the perceived threat posed by the change in control.

Under Nevada corporate law, unless there is a breach of fiduciary duty or a lack of good faith, any act of the board of directors, any committee of the board or any individual director is presumed to be in the corporation's best interest. No higher burden of proof or greater obligation to justify applies to any act relating to or affecting an acquisition or a potential or proposed acquisition of control of the corporation than to any other action. Nevada corporate law imposes a heightened standard of conduct upon directors who take action to resist a change or potential change in control of a corporation, if such action impedes the exercise of the stockholders' right to vote for or remove directors.

### *Anti-Takeover Laws*

Section 203 of the DGCL contains certain "anti-takeover" provisions that apply to a Delaware corporation, unless the corporation elects not to be governed by such provisions in its Certificate of Incorporation or by-laws. Section 203 prohibits a corporation from engaging in any "business combination" with any person that owns 15% or more of its outstanding voting stock for a period of three years following the time that such stockholder obtained ownership of more than 15% of the outstanding voting stock of the corporation. A business combination includes any merger, consolidation, or sale of substantially all of a corporation's assets. The 3-year waiting period does not apply, however, if any of the following conditions are met:

- o the board of directors of the corporation approved either the business combination or the transaction which resulted in such stockholder owning more than 15% of such stock before the stockholder obtained such ownership;
- o after the transaction which resulted in the stockholder owning more than 15% of the outstanding voting stock of the corporation is completed, such stockholder owns at least 85% of the voting stock of the corporation outstanding at the time that the transaction commenced; or
- o at or after the time the stockholder obtains more than 15% of the outstanding voting stock of the corporation, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders (and not by written consent) by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the acquiring stockholder.

In addition, Section 203 does not apply to any person who became the owner of more than 15% of a corporation's stock if it was as a result of action taken solely by the corporation.

Nevada corporate law contains certain "anti-takeover" provisions that apply to a Nevada corporation, unless the corporation elects not to be governed by such provisions in its Articles of Incorporation or By-laws. Nevada corporate law prohibits a corporation from engaging in any "business combination" with any person that owns 10% or more of its outstanding voting stock for a period of 3 years following the time that such stockholder obtained ownership of more than 10% of the outstanding voting stock of the corporation. A business combination includes any merger, consolidation, or sale of substantially all of a corporation's assets. The 3-year waiting period does not apply, however, if the board of directors of the corporation approved either the business combination or the transaction which resulted in such stockholder owning more than 10% of such stock before the stockholder obtained such ownership.



### ***Dividend Rights and Repurchase of Shares***

Under the DGCL, a corporation may declare and pay dividends out of surplus or, if no surplus exists, out of net profits, for the fiscal year in which the dividends are declared and/or for its preceding fiscal year. Dividends may not be paid out of net profits if the capital of the corporation is less than the aggregate amount of capital represented by the outstanding stock of all classes having a preference upon the distribution of assets. Surplus is defined as net assets minus stated capital. Delaware corporate law applies different tests to the payment of dividends and the repurchase of shares. Delaware corporate law generally provides that a corporation may redeem or repurchase its shares only if such redemption or repurchase would not impair the capital of the corporation.

Under Nevada corporate law, a corporation is prohibited from making a distribution (including dividends on, or redemption or repurchase of, shares of capital stock) to its stockholders if, after giving effect to the distribution:

- o the corporation would be unable to pay its debts as they become due in the usual course of business; or
- o the total assets of the corporation would be less than the sum of its total liabilities plus the amount that would be needed, if that corporation were then dissolved, to satisfy the rights of stockholders having superior preferential rights upon dissolution to the stockholders receiving the distribution.

The board of directors of a Nevada corporation may base the above determination on financial statements prepared on the basis of accounting principals, fair valuation, including without limitation unrealized appreciation or depreciation, or any other method that is reasonable under the circumstances.

### ***Liability of Directors and Officers***

The DGCL permits a corporation to include in its certificate of incorporation a provision limiting or eliminating the personal liability of its directors to the corporation or its stockholders for monetary damages arising from a breach of fiduciary duty, except for:

- o a breach of the duty of loyalty to the corporation or its stockholders;
- o acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- o a declaration of a dividend or the authorization of the repurchase or redemption of stock in violation of Delaware corporate law; or
- o any transaction from which the director derived an improper personal benefit.

The Nevada General Corporation Law or NGCL permits a corporation to adopt any provision in its Articles of Incorporation that are not contrary to the laws of Nevada, and there is no restriction on a corporation's ability to limit the personal liability of a director or officer to the corporation. Under Nevada corporate law, a director or officer is not individually liable to a corporation or its stockholders for any damages as a result of any act or failure to act in his capacity as a director or officer unless it is proved that:

- o his act or failure to act constituted a breach of his fiduciary duties; and
- o his breach of those duties involved intentional misconduct, fraud or a knowing violation of the law.

Both Thorium Power's Certificate of Incorporation and Novastar's Articles of Incorporation contain the above permissible limitations on liability of their respective corporate officers and directors.

#### ***Indemnification of Directors and Officers***

Both Delaware and Nevada, in a substantially similar manner, permit a corporation to indemnify officers, directors, employees and agents for actions taken in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the corporation, and with respect to any criminal action, which they had no reasonable cause to believe that their conduct was unlawful. Both companies provide for such indemnifications under their respective corporate statutes.

#### ***Annual Meetings***

Under the DGCL, if the annual meeting for the election of directors is not held on the designated date, or action by written consent to elect directors in lieu of an annual meeting has not been taken, the directors are required to cause that meeting to be held as soon as is convenient. If there is a failure to hold the annual meeting or to take action by written consent to elect directors in lieu of an annual meeting for a period of 30 days after the designated date for the annual meeting, or if no date has been designated for a period of 13 months after the latest to occur of the organization of the corporation, its last annual meeting or the last action by written consent to elect directors in lieu of an annual meeting, the Court of Chancery may summarily order a meeting to be held upon the application of any stockholder or director.

Under the NGCL, if the annual meeting is not held within 18 months after the last election of directors, the district court has jurisdiction to order the election of directors, upon application of any one or more stockholders holding at least 15% of the voting power.

#### ***Adjournment of Stockholder Meetings***

Under the DGCL, if a meeting of stockholders is adjourned due to lack of a quorum and the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting must be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Under the NGCL, a corporation is not required to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the board fixes a new record date for the adjourned meeting.

#### ***Amendments to Bylaws***

Under the DGCL, bylaws may be adopted, amended or repealed by the stockholders entitled to vote thereon. A corporation may, in its certificate of incorporation, confer this power upon the directors, although the power vested in the stockholders is not divested or limited where the board of directors also has such power. The Certificate of Incorporation of Thorium Power gives the board of directors authority to adopt, amend or repeal the Bylaws.

The NGCL provides that the board of directors of a corporation may make the bylaws, but that such bylaws are subject to those adopted by the stockholders, if any. Further, although not part of Nevada corporate law, an opinion of the Nevada Attorney General also provides that directors may adopt bylaws for a corporation if the stockholders do not. Stockholders nevertheless retain the right to adopt bylaws superseding those adopted by the board of directors.

#### ***Interested Director Transactions***

Under the DGCL, contracts or transactions in which one or more of a corporation's directors has an interest are not void or voidable because of such interest, if certain conditions are met. To meet these conditions, either (i) the stockholders or the disinterested directors must approve any such contract or transaction after the full disclosure of material facts, or (ii) the contract or transaction must have been fair as to the corporation at the time it was approved. Under the DGCL, if board approval is sought, the contract or transactions must be approved by a majority of the disinterested directors (even though less than a quorum).

The NGCL does not automatically void contracts or transactions between a corporation and one of the corporation's directors. Under Nevada corporate law, a contract or transaction may not be voided solely because:

- o the contract is between the corporation and a director of the corporation or an entity in which a director of the corporation has a financial interest;
- o an interested director is present at the meeting of the board of directors that authorizes or approves the contract or transaction; or
- o the vote or votes of the interested director are counted for purposes of authorizing or approving the contract or transaction involving the interested transaction.

### ***Removal of Directors***

Under the DGCL, any director or the entire board of directors may be removed, with or without cause, by the majority vote of the stockholders then entitled to vote at an election of directors. The Thorium Power Certificate of Incorporation provides that a director may be removed with by a majority vote taken at a meeting called for that purpose with the unanimous consent of the stockholders.

A director of a Nevada corporation or the entire board of directors may be removed with or without cause during their term of office only by a vote of 2/3s of the voting power of the then outstanding shares entitled to vote in an election of directors.

### ***Stockholders' Rights to Examine Books and Records***

The DGCL provides that any stockholder of record may, in a written demand made under oath, demand to examine a corporation's books and records for a proper purpose reasonably related to such person's interest as a stockholder. If management of the corporation refuses, the stockholder can compel an examination by court order.

The NGCL permits any person who has been a stockholder of record for at least 6 months, or any person holding at least 5% of all outstanding shares, to inspect and copy the stockholders' list, articles of incorporation or by-laws, if the stockholder gives at least 5 business days' prior written notice. The corporation may deny inspection if the stockholder refuses to furnish an affidavit that the inspection is not desired for a purpose or object other than the business of the corporation and that he or she has not at any time offered for sale or sold any stockholders' lists of any corporation or aided and abetted any person in procuring a list for that purpose. In addition, a Nevada corporation must allow stockholders who own or represent at least 15% of the corporation's outstanding shares the right, upon at least 5 days' written demand, to inspect the books of account and financial records of the corporation, to make copies from them and to conduct an audit of those records, except that any corporation listed and traded on any recognized stock exchange or any corporation that furnishes to its stockholders a detailed, annual financial statement is exempt from this requirement.

### ***Duration of Proxies***

The DGCL, a proxy executed by a stockholder will remain valid for a period of 3 years, unless the proxy provides for a longer period. Under the NGCL, a proxy is effective only for a period of 6 months, unless it is coupled with an interest or unless otherwise provided in the proxy, which duration may not exceed 7 years.

### ***Differences in Franchise Taxes***

Nevada does not have a corporate franchise tax. The Delaware franchise tax is based on a formula involving the number of authorized shares or the asset value of the corporation, whichever would impose a lesser tax.

### ***Blank Check Preferred Stock***

The certificate of incorporation of Novastar authorizes Novastar's boards of directors to issue shares of preferred stock in series with such preferences as designated at the time of issuance. The Thorium Power certificate of incorporation contains no such authorization. Novastar's board of directors does not currently intend to seek stockholder approval prior to any issuance of shares of preferred stock, except as required by law or regulation.

It should be noted that the voting rights and other rights to be accorded to any unissued series of preferred stock of Novastar remain to be fixed by the board. Accordingly, if the board of directors so authorizes, the holders of preferred stock may be entitled to vote separately as a class in connection with approval of certain extraordinary corporate transactions or might be given a disproportionately large number of votes. Such preferred stock could also be convertible into a large number of shares of Novastar common stock under certain circumstances or have other terms that might make acquisition of a controlling interest in Novastar more difficult or more costly, including the right to elect additional directors to the board of directors. Potentially, preferred stock could be used to create voting impediments or to frustrate persons seeking to effect a merger or otherwise to gain control of Novastar. Also, preferred stock could be privately placed with purchasers who might side with the management of Novastar opposing a hostile tender offer or other attempt to obtain control.

#### **TRANSFER AGENT AND REGISTRAR**

The transfer agent and registrar for Novastar's common stock is Computershare Investor Services, Shareholder Communications Department, 2 LaSalle Street, 3rd Floor, Chicago, IL 60602. Its telephone number is 888-243-5445 and facsimile is 212 701 7664.

#### **LEGAL MATTERS**

The validity of the shares of common stock offered in this prospectus has been passed upon for Novastar by Gary Henrie, 8275 S. Eastern Ave, Suite 200, Las Vegas, Nevada 89123.

The tax consequences of the merger as described above under "MATERIAL FEDERAL INCOME TAX CONSEQUENCES" has been passed upon for Thorium Power by Thelen Reid & Priest LLP.

#### **EXPERTS**

Novastar's financial statements for the year ending June 30, 2005 appearing in this prospectus have been audited by the accounting firm of Telford Sadovnick, P.L.L.C., independent registered public accounting firm, 114 W. Magnolia Street, Suite 423, Bellingham, Washington 98225, and Novastar's financial statements for the year ending June 30, 2004 appearing in this prospectus have been audited by the accounting firm of Morgan and Company, Chartered Accountants, Suite 1488, 700 West Georgia Street, Vancouver, British Columbia V7Y 1R1 Canada. The Novastar financial statements are included in this Prospectus in reliance upon the said report, given upon such firms' authority as experts in auditing and accounting. Thorium Power's financial statements for the years ending December 31, 2005 and 2004 appearing in this prospectus have been audited by the accounting firm of Child, Van Wagoner & Bradshaw, PLLC, independent registered public accounting firm, 5296 South Commerce Drive, Suite 300, Salt Lake City, Utah 84107. The Thorium Power financial statements are included in this Prospectus in reliance upon the said report, given upon such firm's authority as an expert in auditing and accounting.

## WHERE YOU CAN FIND MORE INFORMATION

Novastar has filed a registration statement on Form S-4 to register with the SEC the Novastar common stock to be issued to Thorium Power stockholders in the merger. This prospectus, which forms a part of that registration statement, does not contain all of the information included in the registration statement and the exhibits and schedules thereto as permitted by the rules and regulations of the SEC. For further information with respect to Novastar Resources Ltd. and the shares of common stock offered hereby, please refer to the registration statement, including its exhibits and schedules. Statements contained in this prospectus as to the contents of any contract or other document referred to herein are not necessarily complete and, where the contract or other document is an exhibit to the registration statement, each such statement is qualified in all respects by the provisions of such exhibit, to which reference is hereby made. You may review a copy of the registration statement at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. The registration statement can also be reviewed by accessing the SEC's Internet site at <http://www.sec.gov>. Novastar is subject to the information and reporting requirements of the Securities Exchange Act of 1934 and, in accordance therewith, files periodic reports, proxy statements or information statements, and other information with the SEC. These reports can also be reviewed by accessing the SEC's Internet site.

You should rely only on the information provided in this prospectus, any prospectus supplement or as part of the registration statement Filed on Form S-4 of which this prospectus is a part, as such registration statement is amended and in effect with the SEC. Novastar has not authorized anyone else to provide you with different information. Novastar is not making an offer of these securities in any state where the offer is not permitted. Novastar should not assume that the information in this prospectus, any prospectus supplement or any document incorporated by reference is accurate as of any date other than the date of those documents.

## PART II

### INFORMATION NOT REQUIRED IN THE PROSPECTUS

#### ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

##### LIMITATION OF LIABILITY OF DIRECTORS, OFFICERS AND OTHERS.

Section 78.7502 of the Nevada Revised Statutes provides:

Discretionary and mandatory indemnification of officers, directors, employees and agents: General provisions.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

Pursuant to Novastar’s Certificate of Incorporation and Bylaws, Novastar shall indemnify, to the full extent and in the manner permitted under the laws of Nevada and any other applicable laws, any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he is or was a director or officer of this corporation or served any other enterprise as a director or officer at the request of this corporation; such right of indemnification shall also be applicable to the executors, administrators and other similar legal representative of any such director or officer, but the foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director or officer or his legal representative may be entitled apart from the provisions of the Certificate of Incorporation and Bylaws.

The foregoing indemnification provisions are broad enough to encompass certain liabilities of directors and officers of Novastar under the Securities Act. However, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of Novastar Resources Ltd., Novastar has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore, unenforceable.

**ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.**

(a) Exhibits

<i><b>Exhibit Number</b></i>	<i><b>Description</b></i>
3.1	Articles of Incorporation (incorporated by reference from Novastar’s Registration Statement on Form 10-SB filed on December 17, 1999).
3.2	By-laws (incorporated by reference from Novastar’s Registration Statement on Form 10-SB filed on December 17, 1999).
5*	Opinion of Gary Henrie, as to the validity under Nevada law of the Securities being registered hereunder
4.1	2005 Compensation Plan for Outside Consultants of Custom Brand Networks, Inc. dated March 1, 2005 (incorporated by reference from Novastar’s Registration Statement on Form S-8 filed on March 10, 2005).
4.2	2005 Augmented Compensation Plan for Outside Consultants of Novastar Resources Ltd. dated August 15, 2005 (incorporated by reference from Novastar’s Registration Statement on Form S-8 filed on August 19, 2005).
4.3	2006 Stock Plan (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed February 21, 2006)



8*	Tax opinion of Thelen Reid & Priest LLP
10.1	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Walter Doyle (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.2	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Adam Harrison (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.3	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Tim Lelek (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.4	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Bruce Fearn (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.5	Compensation Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Paul G. Carter (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.6	Consulting Agreement dated January 24, 2005 between Custom Branded Networks, Inc. and Walter Doyle (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on January 27, 2005).
10.7	Consulting Agreement dated January 24, 2005 between Custom Branded Networks, Inc. and Sanjeev Pamnani (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on January 27, 2005).
10.8	Consulting Agreement dated January 24, 2005 between Custom Branded Networks, Inc. and Seth Shaw (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on January 27, 2005).
10.9	Assignment of Specific Mineral Rights dated September 14, 2005 between American Graphite Holdings and Novastar Resources Ltd. (incorporated by reference from Novastar's Current Report on Form 8-K filed on October 11, 2005).
10.10*	Amendment No. 1, dated March 5, 2006, to Assignment of Specific Mineral Rights between American Graphite Holdings and Novastar Resources Ltd.
10.11	Mining Acquisition Agreement dated September 30, 2005 between Walter Doyle and Novastar Resources Ltd. (incorporated by reference from Novastar's Current Report on Form 8-K filed on October 11, 2005).

10.12*	Amendment No. 1, dated March 5, 2006, to Mining Acquisition Agreement between Walter Doyle and Novastar Resources Ltd.
10.13	Agreement and Plan of Merger dated as of February 14, 2006, between Novastar Resources Ltd., TP Acquisition Corp. and Thorium Power, Inc. (incorporated by reference from Novastar's Current Report on Form 8-K filed on June 13, 2006).
10.14*	Amendment No. 1, dated June 9, 2006, to Agreement and Plan of Merger between Novastar Resources Ltd., TP Acquisition Corp. and Thorium Power, Inc. (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.15	Employment Agreement, dated as of February 14, 2006, between Novastar and Seth Grae (incorporated by reference to Exhibit 10.2 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.16	Stock Option Agreement, dated as of February 14, 2006, between Novastar and Seth Grae (incorporated by reference to Exhibit 10.3 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.17	Subscription Agreement, dated as of February 14, 2006, between Novastar and Thorium Power (incorporated by reference to Exhibit 10.4 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.18	Amended and Restated Consulting Agreement, dated February 6, 2006, between Novastar and Alan Gelband (incorporated by reference to Exhibit 10.5 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.19	Form of Subscription Agreement between Novastar and the investors in the private placement closed on February 14, 2006 (incorporated by reference to Exhibit 10.6 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.20	Assignment of Minerals Lease, dated December 31, 2005, between CM Properties and Novastar Resources Ltd. (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed January 10, 2006)
10.21*	Amendment No. 1 to Assignment of Minerals Lease, dated March 5, 2006 between CM Properties and Novastar Resources Ltd.
10.22*	Office Service Renewal Agreement, dated September 21, 2005, between Tysons Business Center, LLC and Thorium Power
10.23*	Sublease Agreement, dated May 28, 2004, between Thorium Power and Carmen & Muss, P.L.L.C.
10.24*	Office Building Lease, dated August 14, 2001, between Washington Real Estate Investment Trust and Thorium Power.

10.25*	Teaming Agreement dated February 22, 2006 between The University of Texas System, The University of Texas of the Permian Basin, The University of Texas at Austin, The University of Texas at Arlington, The University of Texas at Dallas, The University of Texas at El Paso, The City of Andrews, Texas, Andrews County, Texas, the Midland Development Corporation, the Odessa Development Corporation, Thorium Power and General Atomics.
10.26	Amendment No. 1 to Amended and Restated Consulting Agreement, dated June 12, 2006, among Novastar Resources, Ltd., Alan Gelband and Alan Gelband Company, Inc. (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.27	Employment Agreement, dated June 6, 2006, between Novastar Resources, Ltd. and Cornelius J. Milmoie (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.28	Stock Option Agreement, dated June 6, 2006, between Novastar Resources, Ltd. and Cornelius J. Milmoie (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.29	Consulting Agreement, dated June 12, 2006, between Novastar Resources, Ltd. and Larry Goldman (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.30	Stock Option Agreement, dated June 12, 2006, between Novastar Resources, Ltd. and Larry Goldman (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.31*	Office Service Agreement, dated April 19, 2006, between Tysons Business Center LLC and Novastar Resources Ltd.
14.1	Code of Ethics (incorporated by reference from Novastar's Annual Report on Form 10-KSB filed on October 13, 2004).
16.1	Letter from Morgan and Company dated September 14, 2005 regarding change in independent accountant (incorporated by reference from Novastar's Current Report on Form 8-K filed on October 11, 2005).
23.1*	Consent of Thelen Reid & Priest LLP (included in Exhibit 8)
23.2*	Consent of Gary Henrie, Esq. (included in Exhibit 5)
23.3*	Consent of Telford Sadovnick, P.L.L.C.
23.4*	Consent of Morgan and Company, Chartered Accountants
23.5*	Consent of Child, Van Wagoner & Bradshaw, PLLC
24*	Power of Attorney (included on the signature page to this registration statement)

\* filed herewith

Not applicable.

**ITEM 22. UNDERTAKINGS.**

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be in the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13 (a) or 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

- (5) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of this registration statement through the date of responding to the request.
- (6) Insofar as indemnification for liabilities arising under the Securities Act, may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 20 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrants in successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act, as amended, and will be governed by the final adjudication of such issue.
- (7) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.
- (8) That every prospectus (i) that is filed pursuant to paragraph (h)(1) of Item 512 of Regulation S-K, or (ii) that purports to meet the requirements of section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (9) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Amendment to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of McLean, State of Virginia, on June 14, 2006.

NOVASTAR RESOURCES LTD.

By: /s/ Seth Grae

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Seth Grae, Chief Executive Officer

## POWER OF ATTORNEY

Each director and/or officer of the registrant whose signature appears below hereby appoints Seth Grae and Thomas Graham, Jr., and each of them severally, as his/her attorney-in-fact to sign in his/her name and behalf, in any and all capacities stated below, and to file with the Securities and Exchange Commission, any and all amendments, including post-effective amendments, to this registration statement, and the registrant hereby also appoints each such person as its attorney-in-fact with like authority to sign and file any such amendment in its name and behalf.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated below on June 14, 2006:

### SIGNATURE

### TITLE

/s/ Seth Grae  
Seth Grae

Chief Executive Officer, President and Director  
(Principal Executive Officer)

/s/ Larry Goldman  
Larry Goldman

Acting Chief Financial Officer and Treasurer  
(Principal Financial Officer)

/s/ Thomas Graham, Jr.  
Thomas Graham, Jr.

Director

/s/ Cornelius J. Milmoie  
Cornelius J. Milmoie

Director

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## UNAUDITED CONDENSED CONSOLIDATED PRO FORMA FINANCIAL STATEMENTS

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**NOVASTAR RESOURCES LTD.**  
(An Exploration Stage Company)

**CONSOLIDATED BALANCE SHEETS**  
(Unaudited)  
(Stated in U.S. Dollars)

	MARCH 31 2006	JUNE 30 2005
<b>ASSETS</b>		
<b>Current</b>		
Cash	\$ 66,516	\$ 802
Restricted cash	-	94,140
Less: Refundable to subscribers of common stock	-	(94,140)
Prepaid expenses	258,444	-
	<u>324,960</u>	<u>802</u>
<b>Long Term Investment</b>	700,000	-
<b>Exploration Equipment</b>	<u>55,290</u>	<u>-</u>
	<u>\$ 1,080,250</u>	<u>\$ 802</u>
<b>LIABILITIES</b>		
<b>Current</b>		
Accounts payable	\$ 306,581	\$ 121,438
Accrued liabilities	378,061	103,542
Due to related party	6,863	-
	<u>691,505</u>	<u>224,980</u>
<b>STOCKHOLDERS' EQUITY (DEFICIENCY)</b>		
<b>Share Capital</b>		
Authorized:		
250,000,000 voting common shares with a par value of \$0.001 per share		
50,000,000 preferred shares with a par value of \$0.001 per share		
Issued and outstanding:		
112,015,606 common shares (June 30, 2005 - 86,072,532)	112,015	86,073
Additional paid-in capital	11,259,343	3,832,247
<b>Share Subscriptions Received</b>	250,000	-
<b>Common Share Purchase Warrants</b>	352,918	495,834
<b>Shares Committed For Issuance</b>	4,150,000	-
<b>Accumulated Deficit</b>	(15,037,919)	(4,138,365)
<b>Deferred Stock Compensation</b>	<u>(697,612)</u>	<u>(499,967)</u>
	388,745	(224,178)
	<u>\$ 1,080,250</u>	<u>\$ 802</u>

The accompanying notes are an integral part of these financial statements

**NOVASTAR RESOURCES LTD.**  
(An Exploration Stage Company)

**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)  
(Stated in U.S. Dollars)

	THREE MONTHS ENDED MARCH 31		NINE MONTHS ENDED MARCH 31		CUMULATIVE PERIOD FROM INCEPTION JUNE 18 1999 TO MARCH 31
	2006	2005	2006	2005	2006
<b>Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ 184,162
<b>Expenses</b>					
Consulting	1,219,379	833,048	3,362,399	833,048	5,860,312
Interest attributable to beneficial conversion feature for notes payable	-	411,693	-	442,813	579,379
Interest - other	-	-	-	-	678
Public relations	37,167	-	132,785	-	276,128
Legal	246,704	-	273,776	-	483,372
General and administrative	58,488	77,439	69,994	80,526	990,117
Accounting	7,811	-	50,113	-	128,981
Forgiveness of debt	-	-	-	-	(169,818)
Mineral property acquisition costs	-	-	1,720,544	-	1,770,544
Mineral property exploration expenses	224,946	-	269,608	-	269,608
Cancellation costs	(1,754,166)	-	-	-	-
Stock based compensation	5,020,335	-	5,020,335	-	5,020,335
Write down of equipment	-	-	-	-	12,445
	<u>5,060,664</u>	<u>1,322,180</u>	<u>10,899,554</u>	<u>1,356,387</u>	<u>15,222,081</u>
<b>Net Loss For The Period</b>	<b>\$ (5,060,664)</b>	<b>\$ (1,322,180)</b>	<b>\$ (10,899,554)</b>	<b>\$ (1,356,387)</b>	<b>\$ (15,037,919)</b>
<b>Net Loss Per Common Share, Basic and diluted</b>	<b>\$ (0.04)</b>	<b>\$ (0.02)</b>	<b>\$ (0.11)</b>	<b>\$ (0.03)</b>	
<b>Weighted Average Number Of Shares Outstanding</b>	<b><u>130,887,505</u></b>	<b><u>65,722,532</u></b>	<b><u>103,148,271</u></b>	<b><u>50,110,123</u></b>	

The accompanying notes are an integral part of these financial statements

**NOVASTAR RESOURCES LTD.**  
(An Exploration Stage Company)

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)  
(Stated in U.S. Dollars)

	NINE MONTHS ENDED MARCH 31		CUMULATIVE PERIOD FROM JUNE 28, 1999(INCEPTION) TO MARCH 31
	2006	2005	2006
<b>Cash provided by (used in):</b>			
<b>Operating Activities</b>			
Loss for the period	\$ (10,899,554)	\$ (1,356,387)	\$ (15,037,919)
Items not involving cash:			
Shares issued for other than cash	10,028,491	733,048	12,413,024
Interest attributable to beneficial conversion feature for notes payable	-	442,813	579,379
Amortization of equipment	2,910	117	6,723
Forgiveness of debt	-	-	(169,818)
Write down of equipment	-	-	12,445
Changes in non-cash operating working capital items:			
Accounts payable and accrued liabilities	459,662	72,528	854,460
Due to related party	44,363	-	44,363
Prepaid expenses	(258,444)	-	(258,444)
Net Cash Used In Operating Activities	(622,572)	(107,881)	(1,555,787)
<b>Investing Activities</b>			
Purchase of equipment	(58,200)	-	(60,008)
Acquisition of long term investment	(700,000)	-	(700,000)
Net Cash Used In Investing Activities	(758,200)	-	(760,008)
<b>Financing Activities</b>			
Proceeds from loan payable to shareholder	-	-	16,097
Issue of common shares	1,596,486	-	1,615,436
Share subscriptions received	250,000	-	250,000
Cash paid for redemption of shares	(400,000)	-	(400,000)
Advances on notes payable	-	107,881	900,000
Cash acquired on acquisition of subsidiary	-	-	778
Net Cash Provided By Financing Activities	1,446,486	107,881	2,382,311
<b>Net Increase (Decrease) In Cash</b>	<b>65,714</b>	<b>-</b>	<b>66,516</b>
<b>Cash, Beginning Of Period</b>	<b>802</b>	<b>-</b>	<b>-</b>
<b>Cash, End Of Period</b>	<b>\$ 66,516</b>	<b>\$ -</b>	<b>\$ 66,516</b>
<b>Supplemental Disclosure of Cash Flow Information</b>			
Cash paid during the period:			
Interest paid	\$ -	\$ -	\$ -
Income taxes paid	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements

**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIENCY)**

**PERIOD FROM JUNE 28, 1999 (INCEPTION) TO MARCH 31, 2006**  
**(Unaudited)**  
**(Stated in U.S. Dollars)**

	<u>COMMON STOCK</u>		<u>COMMON STOCK PURCHASE WARRANTS</u>		<u>ADDITIONAL PAID-IN</u>	<u>DEFERRED</u>	<u>SHARE SUBSCRIPTIONS</u>	<u>SHARES COMMITTED FOR</u>	<u>ACCUMULATED</u>	<u>TOTAL</u>
	<u>SHARES</u>	<u>AMOUNT</u>	<u>WARRANTS</u>	<u>AMOUNT</u>	<u>CAPITAL</u>	<u>COMPENSATION</u>	<u>RECEIVED</u>	<u>ISSUANCE</u>	<u>DEFICIT</u>	
Issuance of shares to founders	3,465	\$ 3	-	\$ -	\$ 18,947	\$ -	\$ -	\$ -	\$ -	\$ 18,950
Net loss for the period	-	-	-	-	-	-	-	-	(159,909)	(159,909)
Balance, June 30, 2000	3,465	3	-	-	18,947	-	-	-	(159,909)	(140,959)
Repurchase of common stock by consideration of forgiveness of loan payable to shareholder	(1,445)	(1)	-	-	16,098	-	-	-	-	16,097
	2,020	2	-	-	35,045	-	-	-	(159,909)	(124,862)
Adjustment to number of shares issued and outstanding as a result of the reverse take-over transaction - Custom Branded Networks, Inc.	(2,020)	(2)	-	-	2	-	-	-	-	-
Aquistar Ventures (USA) Inc.	15,463,008	15,463	-	-	(15,463)	-	-	-	-	-
	15,463,008	15,463	-	-	19,584	-	-	-	(159,909)	(124,862)
Shares allotted in connection with the acquisition of Custom Branded Networks, Inc.	25,000,000	25,000	-	-	(9,772)	-	-	-	-	15,228
Less: Allotted and not yet issued	(8,090,476)	(8,090)	-	-	8,090	-	-	-	-	-
Common stock conversion rights	-	-	-	-	421,214	-	-	-	-	421,214
Net loss for the year	-	-	-	-	-	-	-	-	(723,239)	(723,239)
Balance, June 30, 2001	32,372,532	32,373	-	-	439,116	-	-	-	(883,148)	(411,659)

**NOVASTAR RESOURCES LTD.**  
(An Exploration Stage Company)

**CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIENCY) (Continued)**

**PERIOD FROM JUNE 28, 1999 (INCEPTION) TO MARCH 31, 2006**

**(Unaudited)**

**(Stated in U.S. Dollars)**

	COMMON STOCK		COMMON STOCK PURCHASE WARRANTS		ADDITIONAL PAID-IN CAPITAL	DEFERRED COMPENSATION	SHARE SUBSCRIPTIONS RECEIVED	SHARES COMMITTED FOR ISSUANCE	ACCUMULATED DEFICIT	TOTAL
	SHARES	AMOUNT	WARRANTS	AMOUNT						
Balance, June 30, 2001	32,372,532	\$ 32,373	-	\$ -	439,116	\$ -	\$ -	-	\$ (883,148)	\$ (411,659)
Additional shares issued in connection with the acquisition of Custom Branded Networks, Inc.	1,500,000	1,500	-	-	(1,500)	-	-	-	-	-
Common stock conversion rights	-	-	-	-	109,748	-	-	-	-	109,748
Net loss for the year	-	-	-	-	-	-	-	-	(326,038)	(326,038)
Balance, June 30, 2002	33,872,532	33,873	-	-	547,364	-	-	-	(1,209,186)	(627,949)
Issue of common stock for deferred compensation expense	4,500,000	4,500	-	-	40,500	(45,000)	-	-	-	-
Amortization of deferred compensation	-	-	-	-	-	22,500	-	-	-	22,500
Common stock conversion rights	-	-	-	-	45,116	-	-	-	-	45,116
Net loss for the year	-	-	-	-	-	-	-	-	(142,233)	(142,233)
Balance, June 30, 2003	38,372,532	38,373	-	-	632,980	(22,500)	-	-	(1,351,419)	(702,566)
Amortization of deferred compensation	-	-	-	-	-	22,500	-	-	-	22,500
Common stock conversion rights	-	-	-	-	3,301	-	-	-	-	3,301
Net loss for the year	-	-	-	-	-	-	-	-	(95,430)	(95,430)
Balance, June 30, 2004	38,372,532	38,373	-	-	636,281	-	-	-	(1,446,849)	(772,195)
Issue of common stock for services	14,800,000	14,800	-	-	901,200	-	-	-	-	916,000
Issue of common stock and warrants for convertible notes	20,000,000	20,000	20,000,000	495,834	484,166	-	-	-	-	1,000,000
Issue of common stock for services	11,600,000	11,600	-	-	1,583,900	(598,000)	-	-	-	997,500
Issue of common stock for services	1,300,000	1,300	-	-	226,700	-	-	-	-	228,000
Amortization of deferred compensation	-	-	-	-	-	98,033	-	-	-	98,033
Net loss for the year	-	-	-	-	-	-	-	-	(2,691,516)	(2,691,516)
Balance, June 30, 2005	86,072,532	86,073	20,000,000	495,834	3,832,247	(499,967)	-	-	(4,138,365)	(224,178)

**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIENCY) (Continued)**

**PERIOD FROM JUNE 28, 1999 (INCEPTION) TO MARCH 31, 2006**

**(Unaudited)**

**(Stated in U.S. Dollars)**

	<u>COMMON STOCK</u>		<u>COMMON STOCK PURCHASE WARRANTS</u>		<u>ADDITIONAL PAID-IN</u>	<u>DEFERRED</u>	<u>SHARE SUBSCRIPTIONS</u>	<u>SHARES COMMITTED FOR</u>	<u>ACCUMULATED</u>	
	<u>SHARES</u>	<u>AMOUNT</u>	<u>WARRANTS</u>	<u>AMOUNT</u>	<u>CAPITAL</u>	<u>COMPENSATION</u>	<u>RECEIVED</u>	<u>ISSUANCE</u>	<u>DEFICIT</u>	<u>TOTAL</u>
Balance, June 30, 2005	86,072,532	\$ 86,073	20,000,000	\$ 495,834	\$ 3,832,247	\$ (499,967)	\$ -	\$ -	\$ (4,138,365)	\$ (224,178)
Issuance of common stock for services	17,358,078	17,358	-	-	3,578,443	-	-	-	-	3,595,801
Issuance of common stock and warrants for settlement debt	249,999	250	124,999	7,569	29,681	-	-	-	-	37,500
Issuance of common stock for property acquisition	6,000,000	6,000	-	-	1,604,000	-	-	-	-	1,610,000
Private placement for issuance of common stock, warrants and subscriptions received	7,334,997	7,334	3,667,499	345,349	1,243,803	-	250,000	-	-	1,846,486
Cancellation of warrants	-	-	(20,000,000)	(495,834)	495,834	-	-	-	-	-
Issuance of shares as compensation for warrants cancelled by shareholder	15,000,000	15,000	-	-	1,739,166	-	-	-	-	1,754,166
Amortization of deferred compensation	-	-	-	-	-	499,967	-	-	-	499,967
Deferred compensation	-	-	-	-	-	(697,612)	-	-	-	(697,612)
Repurchase of issued shares	(5,000,000)	(5,000)	-	-	(395,000)	-	-	-	-	(400,000)
Shares returned to treasury	(15,000,000)	(15,000)	-	-	(1,739,166)	-	-	-	-	(1,754,166)
Shares committed for issuance	-	-	-	-	-	-	-	4,150,000	-	4,150,000
Stock based compensation	-	-	-	-	870,335	-	-	-	-	870,335
Net loss for the period	-	-	-	-	-	-	-	-	(10,899,554)	(10,899,554)
Balance, March 31, 2006	112,015,606	\$ 112,015	3,792,498	\$ 352,918	\$ 11,259,343	\$ (697,612)	\$ 250,000	\$ 4,150,000	\$ (15,037,919)	\$ 388,745
Deficit accumulated during the development stage										\$ (1,351,419)
Deficit accumulated during the exploration stage										(13,686,500)
Balance, March 31, 2006										\$ (15,037,919)

The accompanying notes are an integral part of these financial statements

**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
**(Stated in U.S. Dollars)**

**1. BASIS OF PRESENTATION**

The unaudited financial information furnished herein reflects all adjustments, which in the opinion of management are necessary to fairly state the Company's interim financial position and the results of its operations for the periods presented. This report on Form 10-QSB should be read in conjunction with the Company's financial statements and notes thereto included in the Company's Form 10-KSB/A for the fiscal year ended June 30, 2005. The Company assumes that the users of the interim financial information herein have read or have access to the audited financial statements for the preceding fiscal year and that the adequacy of additional disclosure needed for a fair presentation may be determined in that context. Accordingly, footnote disclosure, which would substantially duplicate the disclosure contained in the Company's Form 10-KSB/A for the fiscal year ended June 30, 2005, has been omitted. The results of operations for the nine-month period ended March 31, 2006 are not necessarily indicative of results for the entire fiscal year ending June 30, 2006.

**2. NATURE OF OPERATIONS AND GOING CONCERN**

Novastar Resources Ltd. (the "Company") was previously a development stage company engaged in the business of providing turnkey private label internet services to organizations throughout the domestic United States and Canada. Commencing July 1, 2003 the Company became an exploration stage company engaged in the acquisition and exploration of mineral claims. Upon location of a commercial minable reserve, the Company expects to actively prepare the site for its extraction and enter a development stage.

During the year ended June 30, 2005 the Company changed its name from Custom Branded Networks, Inc. and increased its authorized common shares from 50,000,000 shares to 250,000,000 shares and also authorized 50,000,000 preferred shares for issuance at a par value of \$0.001.

Going Concern

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern.

**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
**(Stated in U.S. Dollars)**

**2. NATURE OF OPERATIONS AND GOING CONCERN (Continued)**

As shown in the accompanying financial statements, the Company has incurred a net loss of \$15,037,919 since inception, and has had minimal sales. The future of the Company is dependent upon its ability to obtain financing and upon future profitable operations from the development of its mineral claims. Management has plans to seek additional capital through a private placement or public offering of its common stock (See Note 14 (a)). The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts of and classification of liabilities that might be necessary in the event the Company cannot continue in existence.

**3. RESTRICTED CASH**

During the year ended June 30, 2005 proceeds totaling \$94,140 were received in accordance with a planned private placement of common stock scheduled to close subsequent to the year end. This private placement was terminated and no shares of the Company were issued. During the period ended March 31, 2006, \$89,140 was reimbursed to the subscribers in cash, while the balance was used, with the consent of the subscribers, towards a private placement that closed in the period .

**4. LONG TERM INVESTMENT**

As disclosed in Note 13, as at March 31, 2006 the Company has invested a total of \$700,000 in Thorium Power Inc. ("Thorium Power"). The investment consists of 175,000 common shares of Thorium Power purchased at \$4.00 per share. The Company's investment of less than 5% of the common stock of Thorium Power is carried at cost because the Company does not exercise influence over Thorium Power's operating and financial activities.

**5. MINERAL PROPERTIES**

- a) On September 14, 2005 the Company entered into an agreement whereby certain mineral leases in the Clay County District of Alabama were assigned to the Company. The Company assumed a lease held by the lessee, who has subsequently become an officer of the Company, for consideration of \$100,000 cash (paid as at March 31, 2006), 1,000,000 restricted common shares of the Company at a deemed price of \$160,000 (issued on October 21, 2005) and a \$15 per ton net royalty of Thorium/monazite removed from the leased properties.



**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
**(Stated in U.S. Dollars)**

**5. MINERAL PROPERTIES (Continued)**

- b) On May 1, 2005 the Company entered into an agreement to purchase a 92.25% interest in three mineral interests located in the state of North Queensland, Australia. This agreement was replaced and superceded by an agreement dated September 30, 2005, to increase the Company's purchase to a 100% interest. As consideration, the Company issued 5,000,000 restricted common shares of the Company to the vendor at a deemed value price of \$1,450,000 (issued on October 21, 2005). In addition, the Company must incur the following exploration expenditures, not to exceed \$695,000:

- i) \$125,000 by December 31, 2006;
- ii) an additional \$150,000 by December 31, 2007;
- iii) an additional \$140,000 by December 31, 2008;
- iv) an additional \$140,000 by December 31, 2009;
- v) an additional \$140,000 by December 31, 2010.

The vendor retains a 2.5% net smelter return royalty on the property.

On February 20, 2006 the Company repurchased the 5,000,000 common shares from the vendor for cash consideration of \$400,000. The Company can still acquire the 100% interest by incurring the exploration expenditures disclosed above. Once returned to the Company's treasury, the 5,000,000 shares were cancelled.

- c) On December 31, 2005 the Company entered into an agreement whereby certain mineral leases in the Cleburne and Clay County Districts of Alabama are to be assigned to the Company. The Company will assume 51% of a lease held by the lessee, who subsequently become an officer of the Company but no longer served as an officer as at March 31, 2006, for consideration of 2,000,000 restricted common shares of the Company (not issued as at March 31, 2006). In addition, the Company must incur \$1,500,000 on property expenditures and for each \$100,000 in additional expenditures, the Company will receive an additional 4% interest in the lease up to a maximum of an extra 40% interest. Upon reaching a 91% interest, the lessee shall retain a 9% interest and shall receive \$17.50 per ounce of pure Platinum Group Metal (PGM) produced. For each 2,500 ounces of PGM produced, the lessee shall receive an additional 1,000,000 restricted common shares of the Company, up to a maximum of 8,000,000 shares, for a period of two years from the acquisition of the Company's 91% interest being obtained.

**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
**(Stated in U.S. Dollars)**

**6. CONVERTIBLE NOTE PAYABLE**

On January, 31, 2002 the Company executed \$1,000,000 aggregate principal amount of convertible notes due not earlier than January 31, 2009. These notes were secured by the assets of the Company. The Company received \$1,000,000 in advances through to June 20, 2005 (2004 - \$892,119), including in-kind consideration of \$100,000. The notes bore no interest until the maturity date.

On January 20, 2005 the Company issued 20,000,000 common shares at a price of \$0.05 per share, and 20,000,000 warrants, for the purchase of 20,000,000 shares of common stock of the Company, to the holder on conversion of the notes. The warrants are exercisable at a price of \$0.05 per share until January 20, 2008. The warrants were valued using the Black Scholes option pricing model using the following assumptions: weighted average expected life of 3 years, volatility of 284%, rate of quarterly dividends - \$nil, risk free interest rate of 3.5%. The \$1,000,000 consideration was allocated to the common stock and share purchase warrants based upon their relative fair values on the date of conversion. The amount allocated to the common shares issued was \$504,166. The amount allocated to the share purchase warrants was \$495,834.

Because the market interest rate on similar types of notes was approximately 14% per annum the day the notes were issued, the Company had recorded a discount of \$579,378 related to the beneficial conversion feature. During the year ended June 30, 2005, \$442,813 (2004 - \$55,170) was amortized and recorded as interest expense. The discount was fully amortized as interest expense upon conversion.

During the period ended March 31, 2006 the share purchase warrants were cancelled by mutual agreement of the holder and the Company, in return for 15,000,000 shares of the Company's common stock.

On February 20, 2006 the holder returned all 15,000,000 shares to the Company's treasury for cancellation. The Company did not compensate the holder for the return of the shares.

**7. SHARE CAPITAL**

i) Common Stock

- a) On August 3, 2005 the Company issued 800,000 restricted shares of common stock to its advisory board as compensation for consulting services performed (Note 11(c)). The value attributed to these shares was \$128,000 (\$0.16 per share).

**NOVASTAR RESOURCES LTD.**  
**(An Exploration Stage Company)**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
**(Stated in U.S. Dollars)**

**7. SHARE CAPITAL (Continued)**

i) Common Stock (Continued)

- b) On September 22, 2005 the Company issued a total of 4,187,500 shares of common stock to outside consultants as payment for services rendered. Of the total issuance, 4,000,000 were issued pursuant to the March 2005 Compensation Plan (Note 11(a)), while 187,500 were issued pursuant to the August 2005 Augmented Compensation Plan (Note 11(b)). The value attributed to these shares was \$462,828 (\$0.11 per share).
- c) On September 30, 2005 the Company issued 300,000 shares of common stock to an outside consultant as payment for services rendered. These shares were issued pursuant to the August 2005 Augmented Compensation Plan (Note 11(b)), and the value attributed was \$51,000 (\$0.17 per share).
- d) On October 21, 2005 the Company issued 1,000,000 restricted common shares with value of \$160,000 (\$0.16 per share) for mineral property acquisition costs, as described in note 5(a).
- e) On October 21, 2005 the Company issued 5,000,000 restricted common shares with value of \$1,450,000 (\$0.29 per share) for mineral property acquisition costs, as described in note 5(b).
- f) On November 1, 2005 the Company issued 300,000 shares of common stock to an outside consultant as payment for his services rendered. These shares were issued pursuant to the August 2005 Augmented Compensation Plan (Note 11(b)) and the value attributed to these shares was \$51,000 (\$0.17 per share).
- g) On November 23, 2005 the Company closed a private placement of \$631,500, consisting of an offering of 4,209,998 units of at a price of \$0.15 per unit. Each unit consists of one common share and one-half of a non-transferable share purchase warrant. Each warrant entitles the holder thereof to acquire one additional share of common stock at a price of \$0.30 per share and have an expiry date of twelve months from the closing date of the subscription. The warrants were valued using the Black Scholes option pricing model using the following assumptions: weighted average expected life of 1 year, volatility of 141%, rate of quarterly dividends - \$Nil, risk free interest rate of 3.61%. The amount allocated to the share purchase warrants was \$127,467. Of the 4,209,998 units issued in the private placement, 249,999 units were issued as settlement of debt of \$37,500. The remainder of the units were issued for total cash proceeds of \$594,000.

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
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**7. SHARE CAPITAL (Continued)**

i) Common Stock (Continued)

- h) On December 1, 2005 the Company issued 15,000,000 shares of common stock as compensation for the cancellation of 20,000,000 share purchase warrants, which were issued during the year ended June 30, 2005 with a value of \$495,834. The total value attributable to the compensating shares was \$2,250,000 (\$0.15 per share). On February 20, 2006, all 15,000,000 of these shares were returned to the Company's treasury for cancellation.
- i) On December 1, 2005 the Company issued 4,158,333 shares of common stock to various outside consultants as payment for services rendered. The total issuance was pursuant to the August 2005 Augmented Compensation Plan (Note 11(b)). The value attributed to these shares was \$706,916 (\$0.17 per share).
- j) On December 1, 2005 the Company issued 1,000,000 shares of common stock to an outside consultant as payment for their services rendered. The value attributable to these shares was \$150,000 (\$0.15 per share).
- k) On December 1, 2005 the Company issued 300,000 shares of common stock to an outside consultant as payment for his services rendered. These shares were issued pursuant to the August 2005 Augmented Compensation Plan (Note 11(b)) and the value attributed to these shares was \$51,000 (\$0.17 per share).
- l) On January 9, 2006 the Company issued 355,714 shares of common stock to 3West LLC for drilling services in the Clay County District of Alabama. These shares were issued pursuant to a drilling agreement at \$0.293 per share for total consideration of \$104,173.
- m) On January 11, 2006 the Company issued 3,100,000 shares of common stock to various outside consultants as payment for services rendered. The total issuance was pursuant to the August 2005 Augmented Compensation Plan (Note 11(b)). The value attributed to these shares was \$527,000 (\$0.17 per share).
- n) On January 24, 2006 the Company issued 181,428 shares of common stock to 3West LLC for drilling services in the Clay County District of Alabama. The shares were issued pursuant to a drilling agreement at \$0.293 per share for total consideration of \$53,132.

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
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**7. SHARE CAPITAL (Continued)**

i) Common Stock (Continued)

- o) On January 27, 2006 the Company issued 150,000 shares of common stock to an outside consultant as payment for his services rendered. The value attributed to these shares was \$94,500 (\$0.63 per share).
- p) On February 2, 2006 the Company issued 135,545 shares of common stock to 3West LLC for drilling services in the Clay County District of Alabama. The shares were issued pursuant to a drilling agreement at \$0.293 per share for total consideration of \$39,695.
- q) On February 13, 2006 the Company issued 2,389,558 shares of common stock to an outside consultant as payment for services rendered, and a portion for services to be rendered. The value attributed to these shares was \$955,823 (\$0.40 per share).
- r) On February 20, 2006 15,000,000 shares at the Company's common stock were returned to treasury for cancellation, as described in Note 6.
- s) On February 20, 2006 5,000,000 shares of the Company's common stock were returned to treasury for cancellation, as described in Note 5(b).
- t) On March 30, 2006 3,374,998 shares of the Company's common stock were issued pursuant to a private placement whereby the Company offered 4,208,331 units at \$0.30 per unit for cash proceeds of \$1,262,500. The proceeds are to be used to complete the proposed merger with Thorium Power Inc. as described in Note 12. Each unit consists of one share of common stock and one-half of a non-transferable share purchase warrant. Each whole warrant entitles the holder thereof to acquire one additional share of common stock at a price of \$0.50 per share and expires twelve months from the closing date of the subscription. The warrants were valued using the Black Scholes option pricing model using the following assumptions: weighted average expected life of 1 year, volatility of 148%, rate of quarterly dividends \$Nil, risk free interest rate of 2.86%. The amount allocated to the share purchase warrants was \$225,450. As at March 31, 2006, the Company has an obligation to issue a further 833,333 units to various subscribers pursuant to this private placement (issued subsequently).

The Company valued all shares issued in the nine month period ended March 31, 2006 using exchange amounts of the Company's common stock as of the agreement dates.

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
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**7. SHARE CAPITAL (Continued)**

ii) Stock Options

On February 14, 2006 the Company approved the 2006 Stock Option Plan (the "Plan") for directors, employees and consultants of the Company. The Company has reserved up to 20,000,000 shares of common stock of its unissued share capital for the Plan. Other limitations are as follows:

- a) No more than 10,000,000 options can be granted for the purchase of restricted common shares.
- b) No more than 8,000,000 options can be granted to any one person.
- c) No more than 5,000,000 options can be granted to any one person for the purchase of restricted common shares.

The following is a summary of the stock option activity for the period ended March 31, 2006:

	<u>NUMBER OF SHARES</u>	<u>WEIGHTED AVERAGE EXERCISE PRICE</u>
Outstanding, June 30, 2005	-	\$ -
Granted	7,200,000	0.80
Expired	-	-
Outstanding, March 31, 2006	<u>7,200,000</u>	<u>\$ 0.80</u>

The following is a summary of the status of stock options exercisable at March 31, 2006:

<u>NUMBER OF OPTIONS</u>	<u>EXERCISE PRICE</u>	<u>WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE (YEARS)</u>
1,050,000	\$ 0.80	9.917

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**7. SHARE CAPITAL (Continued)**

iii) Stock Based Compensation

During the period ended March 31, 2006 the Company granted options to purchase 7,200,000 shares at \$0.80 per share. The options will vest over a period of 42 months; with 6/48 vesting immediately and 1/48 vesting each month thereafter.

The fair value of options granted has been estimated on the date of the grant using the Black-Scholes option pricing model. The fair value of options granted during the year is \$0.83 (2004 - \$Nil).

Assumptions used in the option-pricing model are as follows:

	<u>2005</u>
Average risk-free interest rate	4.33%
Average expected life	5 years
Expected volatility	284%
Expected dividends	Nil

During the period ended March 31, 2006, \$870,335 was recorded as stock based compensation expense to the statement of operations as the result of stock option grants.

**8. DEFERRED COMPENSATION**

- a) On June 1, 2005 the Company entered into a consulting agreement with two consultants whereby the consultants were issued 4,600,000 common shares at \$0.13 per share. The terms of the agreements are for 6 months. Amortization is taken on a monthly basis over the term of the agreement. As at March 31, 2006, this amount was fully amortized.
- b) On August 15, 2005 the Company entered into consulting agreements with two consultants, whereby the consultants were to be issued shares on certain dates over the 8 month terms of the agreements.

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**8. DEFERRED COMPENSATION (Continued)**

On December 1, 2005 these consultants were issued 1,060,000 common shares at \$0.17 per share on an accelerated basis. Amortization is taken on a monthly basis over the remainder of the terms. As at March 31, 2006, \$21,250 has yet to be amortized from this accelerated issuance.

- c) On January 11, 2006 the Company issued an aggregate of 3,100,000 common shares to various consultants at \$0.17 per share pursuant to various consulting agreements. A portion of these shares were issued on an accelerated basis. Amortization is taken on a monthly basis over the remainder of the terms. As at March 31, 2006, \$676,362 has yet to be amortized from this accelerated issuance.

**9. RELATED PARTIES**

- a) During the nine month period ended March 31, 2006 an officer and director of the Company made payments on behalf of the Company in the amount of \$51,613. These amounts were advanced without interest and are due on demand. A total of \$50,000 was reimbursed to this individual through cash payment and the issuance of common stock. As at March 31, 2006 this individual was no longer an officer of the Company.

Pursuant to the consulting agreement disclosed in Note 12(a), the Company incurred \$9,000 in consulting fees to this individual for the period ended March 31, 2006. \$6,000 was paid in cash, while the remainder was owing as at March 31, 2006, such that the outstanding balance payable to this individual as at March 31, 2006 is \$4,613.

During the nine month period ending March 31, 2006 this individual was issued on aggregate of 2,050,000 common shares of the Company for consulting services rendered. The value of these services totaled \$348,500 (\$0.17 per share).

- b) During the nine month period ended March 31, 2006 an officer and director of the Company was paid \$100,000 in cash and issued 1,000,000 restricted common shares of the Company pursuant to the mineral property agreement discussed in Note 5(a). As at March 31, 2006 this individual was no longer an officer of the Company.

Pursuant to the consulting agreement disclosed in Note 12(b), the Company incurred \$26,250 in consulting fees to this individual for the period ended March 31, 2006. \$24,000 was in paid in cash, while the remainder was owing as at March 31, 2006, such that the outstanding balance payable to this individual as at March 31, 2006 is \$2,250.



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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
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**9. RELATED PARTIES (Continued)**

During the nine month period ended March 31, 2006 this individual was issued an aggregate 1,000,000 common shares of the Company for consulting services rendered. The value of these services totalled \$170,000 (\$0.17 per share).

**10. SUPPLEMENTAL DISCLOSURE ON NON-CASH FINANCING AND INVESTING ACTIVITIES**

During the nine month period ended March 31, 2006 the Company had the following non- cash financing and investing activities:

- a) The Company issued 16,685,391 common shares to consultants for consulting services provided to the Company with value of \$3,398,802.
- b) The Company issued 6,000,000 common shares to two individuals for mineral property acquisition costs with value of \$1,610,000 as described in Notes 5(a) and 5(b).

On February 20, 2006, 5,000,000 of these shares were returned to the Company's treasury for cancellation.

- c) The Company issued 15,000,000 common shares to an individual as compensation for 20,000,000 share purchase warrants that were cancelled as described in Note 7(h). On February 20, 2006 all 15,000,000 of these shares were returned to the Company's treasury for cancellation.

**11. CONSULTING AGREEMENTS**

- a) On March 3, 2005 the Company filed a registration statement dated March 10, 2005, relating to the offer and sale of up to 20,000,000 shares of its common stock to outside consultants in payment for services rendered, pursuant to the 2005 Compensation Plan for Outside Consultants that was approved by the board of directors. At March 31, 2006, all of the shares have been issued under this prospectus.

**NOVASTAR RESOURCES LTD.**  
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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
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**11. CONSULTING AGREEMENTS (Continued)**

- b) On August 18, 2005 the Company filed a registration statement relating to the offer and sale of up to 20,000,000 shares of its common stock to outside consultants in payment of services rendered, pursuant to the 2005 Augmented Compensation Plan for Outside Consultants as approved by the board of directors. It then entered into various consulting agreements with outside consultants to provide certain consulting services to the Company. Compensation is by way of issuance of an aggregate of 11,875,000 shares of common stock of the Company over the term of the agreements. As at March 31, 2006, 8,345,833 shares have been issued, having a value of \$1,418,523 (\$0.17 per share).
- c) On September 30, 2005 the Company issued 800,000 restricted shares of common stock to its advisory board, having a value of \$128,000 (\$0.16 per share).

**12. COMMITMENTS AND CONTRACTUAL OBLIGATIONS**

- a) On January 1, 2006 the Company entered into a consulting agreement with an officer and a director whereby the Company is obligated to pay \$3,000 per month for a period of six months. This individual resigned as an officer on March 17, 2006.
- b) On August 15, 2005 the Company entered into a consulting agreement with an officer and a director whereby the Company is obligated to pay \$3,500 per month for a period of eight months. This individual resigned as an officer on March 17, 2006.
- c) On February 1, 2006 the Company entered into an employment contract with an individual whereby the Company is obligated to pay \$600 per week for a period of one year.
- d) On January 24, 2006 the Company entered into an employment contract with an individual whereby the Company is obligated to pay \$600 per week for a period of one year.
- e) On February 14, 2006 the Company entered into an employment contract with an individual whereby the Company is obligated to pay an annual salary of \$275,000, issue 5,000,000 shares of the Company's common stock, and grant 7,200,000 stock options (granted as at March 31, 2006). A total value of \$4,150,000 has been attributed to the common shares committed for issuance, which was recorded as stock based compensation to the statement of operations. This individual was appointed an officer of the Company on March 17, 2006.

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**MARCH 31, 2006**  
**(Unaudited)**  
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**13. DEFINITIVE MERGER AGREEMENT**

On February 14, 2006 the Company entered into a Definitive Merger Agreement ("Agreement and Plan of Merger") for a business combination with Thorium Power, Inc. ("Thorium Power"). Under the Agreement and Plan of Merger, each common share of Thorium Power will be converted into securities of the Company pursuant to a conversion ratio formula. The combined company will operate under the name of Thorium Power Ltd. The merger transaction is subject to certain conditions precedent, including an increase in the Company's authorized share capital and the declaration of the effectiveness of a registration statement by the Securities and Exchange Commission. Other conditions precedent include that since January 1, 2006 Novastar shall have raised at least \$2,750,000 in an equity financing transaction (raised as at March 31, 2006), and shall have invested at least \$1,350,000 in Thorium Power common stock at a price per share of \$4.00 (\$700,000 invested as at March 31, 2006).

In conjunction with the Agreement and Plan of Merger, the Company entered into a consulting agreement to issue 2,389,558 common shares as consideration for services received in connection with the business combination (issued as at March 31, 2006).

Subsequent to the period ended March 31, 2006, a majority of the shareholders of Thorium Power voted in favor of the business combination.

**14. SUBSEQUENT EVENTS**

Subsequent to March 31, 2006 the Company:

- a) Closed a 36,659,837 unit private placement at \$0.425 per unit for cash proceeds of \$15,580,434. Each unit consists of one share of common stock and one-half of a non-transferable share purchase warrant. Each whole warrant entitles the holder thereof to acquire one additional share of common stock at a price of \$0.65 per share and expires twelve months from the closing date of the subscription.
- b) Granted 2,000,000 stock options to a member of the Company's advisory board pursuant to the 2006 stock option plan. The first 500,000 options will vest October 1, 2006 and the remainder will vest in monthly increments of 41,667. The options are exercisable at a price of \$0.64 for a period of ten years from the date of grant.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

**To the Board of Directors and Stockholders of  
Novastar Resources Ltd.  
(formerly Custom Branded Networks, Inc.)  
(An Exploration Stage Company)**

We have audited the accompanying consolidated balance sheet of Novastar Resources Ltd. (formerly Custom Branded Networks, Inc.)(the “Company”) (an Exploration Stage Company) as at June 30, 2005, the related consolidated statements of operations, stockholders’ deficiency and cash flows for the year ended June 30, 2005 and for the cumulative period from June 28, 1999 (inception) to June 30, 2005. These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the Company’s consolidated financial statements as of and for the year ended June 30, 2004, and the cumulative data from June 28, 1999 (inception) to June 30, 2004 in the consolidated statements of operations, stockholders’ deficiency and cash flows, which were audited by other auditors whose report, dated September 27, 2004, which expressed an unqualified opinion, has been furnished to us. Our opinion, insofar as it relates to the amounts included for cumulative data from June 28, 1999 (inception) to June 30, 2004, is based solely on the report of the other auditors.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Novastar Resources Ltd. (formerly Custom Branded Networks, Inc.)(an Exploration Stage Company) as at June 30, 2005 and the results of its operations and its cash flows for the year then ended, and for the period from June 28, 1999 (inception) to June 30, 2005 in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has suffered recurring losses and net cash outflows from operations since inception. These factors raise substantial doubt about the Company’s ability to continue as a going concern. Management’s plans in regard to these matters are also described in Note 1. These consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ TELFORD SADOVNICK, P.L.L.C.

## CERTIFIED PUBLIC ACCOUNTANTS

Bellingham, Washington  
October 11, 2005

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Stockholders of  
Custom Branded Networks, Inc.  
(An exploration stage company)

We have audited the consolidated balance sheet of Custom Branded Networks, Inc. (an exploration stage company) as at June 30, 2004 and the consolidated statements of operations, cash flows and stockholders' deficiency for the year then ended, and for the period from inception on June 28, 1999 to June 30, 2004. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of the Company as at June 30, 2004 and the results of its operations, cash flows, and changes in stockholders' deficiency for the year then ended, and for the period from inception on June 28, 1999 to June 30, 2004 in conformity with United States generally accepted accounting principles.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has suffered recurring losses and net cash outflows from operations since inception. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also discussed in Note 1. These consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Vancouver, Canada  
September 27, 2004

/s/ "Morgan & Company"  
Chartered Accountants

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**NOVASTAR RESOURCES LTD.**  
**(formerly Custom Branded Networks, Inc.)**  
**(an Exploration Stage Company)**

**CONSOLIDATED BALANCE SHEET**  
**(Audited)**  
**(Stated in U.S. Dollars)**

	JUNE 30	
	<u>2005</u>	<u>2004</u>
<b>ASSETS</b>		
<b>Current</b>		
Cash	\$ 802	\$ -
Restricted cash	94,140	-
Less: refundable to subscribers of common stock	<u>(94,140)</u>	<u>-</u>
	802	
<b>Equipment, net</b>	<u>-</u>	774
	<u>\$ 802</u>	<u>\$ 774</u>
<b>LIABILITIES</b>		
<b>Current</b>		
Accounts payable and accrued liabilities	\$ 224,980	\$ 323,663
<b>Convertible Notes Payable</b> , net of discount	-	449,306
	<u>224,980</u>	<u>772,969</u>
<b>STOCKHOLDERS' DEFICIENCY</b>		
<b>Share Capital</b>		
Authorized:		
250,000,000 (2004 - 50,000,000) common shares with a par value of \$0.001 per share		
50,000,000 (2004 - nil) preferred shares with a par value of \$0.001 per share		
Issued and outstanding:		
86,072,532 common shares at June 30, 2005 and		
38,372,532 common shares at June 30, 2004	86,073	38,373
Additional paid-in capital	3,832,247	636,281
<b>Share Purchase Warrants</b>	495,834	-
<b>Accumulated Deficit</b>	(4,138,365)	(1,446,849)
<b>Deferred Compensation</b>	<u>(499,967)</u>	<u>-</u>
	<u>(224,178)</u>	<u>(772,195)</u>
	<u>\$ 802</u>	<u>\$ 774</u>

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

**NOVASTAR RESOURCES LTD.**  
**(formerly Custom Branded Networks, Inc.)**  
**(an Exploration Stage Company)**

**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(Audited)**  
**(Stated in U.S. Dollars)**

	YEAR ENDED JUNE 30		CUMULATIVE FROM JUNE 28, 1999 (INCEPTION) TO JUNE 30, 2005
	2005	2004	2005
<b>Revenue</b>	\$ -	\$ -	\$ 184,162
<b>Expenses</b>			
Consulting	2,303,533	23,635	2,497,913
Interest attributable to beneficial conversion feature for notes payable	442,813	55,178	579,379
Interest - other	-	678	678
Public relations	68,899	-	143,343
Legal	27,654	8,912	209,596
Administrative	15,929	3,996	920,123
Accounting	2,506	3,031	78,868
Forgiveness of debt	(169,818)	-	(169,818)
Mineral property payment	-	-	50,000
Write down of equipment	-	-	12,445
	<u>2,691,516</u>	<u>95,430</u>	<u>4,322,527</u>
<b>Net Loss For The Period</b>	<u>\$ (2,691,516)</u>	<u>\$ (95,430)</u>	<u>\$ (4,138,365)</u>
<b>Net Loss Per Common Share, Basic And Diluted</b>	<u>\$ (0.05)</u>	<u>\$ (0.00)</u>	
<b>Weighted Average Number Of Common Shares Outstanding, Basic and Diluted</b>	<u>57,188,970</u>	<u>38,372,532</u>	

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

**NOVASTAR RESOURCES LTD.**  
**(formerly Custom Branded Networks, Inc.)**  
**(an Exploration Stage Company)**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(Audited)**  
**(Stated in U.S. Dollars)**

	YEAR ENDED JUNE 30		CUMULATIVE PERIOD FROM JUNE 28, 1999 (INCEPTION) TO JUNE 30,
	2005	2004	2005
<b>Cash provided by (used in):</b>			
<b>Operating Activities</b>			
Loss for the period	<strong>\$ (2,691,516)	\$ (95,430)	\$ (4,138,365)
Items not involving cash:			
Shares issued for other than cash	2,339,533	22,500	2,384,533
Interest attributable to beneficial conversion feature for notes payable	442,813	55,178	579,379
Amortization of equipment	774	193	3,813
Forgiveness of debt	(169,818)	-	(169,818)
Write down of equipment	-	-	12,445
	(78,214)	(17,559)	(1,328,013)
Changes in non-cash operating working capital items:			
Accounts payable and accrued liabilities	71,135	7,265	394,798
	7,079	(10,294)	(933,215)
<b>Investing Activity</b>			
Purchase of equipment	-	-	(1,808)
<b>Financing Activities</b>			
Proceeds from loan payable to shareholder	-	-	16,097
Issue of common shares	-	-	18,950
Advances on notes payable	7,881	9,400	900,000
Cash acquired on acquisition of subsidiary	-	-	778
	7,881	9,400	935,825
<b>Increase (Decrease) In Cash</b>	<b>802</b>	<b>(894)</b>	<b>802</b>
<b>Cash, Beginning Of Period</b>	<b>-</b>	<b>894</b>	<b>-</b>
<b>Cash, End Of Period</b>	<b>\$ 802</b>	<b>\$ -</b>	<b>\$ 802</b>
<b>Supplemental Disclosure of Cash Flow Information</b>			
Cash paid during the year:			
Interest paid	\$ -	\$ -	\$ -
Income taxes paid	\$ -	\$ -	\$ -

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



**NOVASTAR RESOURCES LTD.**  
**(formerly Custom Branded Networks, Inc.)**  
**(an Exploration Stage Company)**

**CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIENCY**  
**PERIOD FROM JUNE 28, 1999 (INCEPTION) TO JUNE 30, 2005**  
**(Audited)**  
**(Stated in U.S. Dollars)**

	<u>COMMON STOCK</u>		<u>COMMON STOCK</u> <u>PURCHASE WARRANTS</u>		<u>ADDITIONAL</u> <u>PAID-IN</u>	<u>DEFERRED</u>	<u>ACCUMULATED</u>	
	<u>SHARES</u>	<u>AMOUNT</u>	<u>WARRANTS</u>	<u>AMOUNT</u>	<u>CAPITAL</u>	<u>COMPENSATION</u>	<u>DEFICIT</u>	<u>TOTAL</u>
Issuance of shares to founders	3,465	\$ 3	-	\$ -	18,947	\$ -	\$ -	\$ 18,950
Net loss for the period	-	-	-	-	-	-	(159,909)	(159,909)
Balance, June 30, 2000	3,465	3	-	-	18,947	-	(159,909)	(140,959)
Repurchase of common stock by consideration of forgiveness of loan payable to shareholder	(1,445)	(1)	-	-	16,098	-	-	16,097
	2,020	2	-	-	35,045	-	(159,909)	(124,862)
Adjustment to number of shares issued and outstanding as a result of the reverse take-over transaction -								
Custom Branded Networks, Inc.	(2,020)	(2)	-	-	2	-	-	-
Aquistar Ventures (USA) Inc.	15,463,008	15,463	-	-	(15,463)	-	-	-
	15,463,008	15,463	-	-	19,584	-	(159,909)	(124,862)
Shares allotted in connection with the acquisition of Custom Branded Networks, Inc.	25,000,000	25,000	-	-	(9,772)	-	-	15,228
Less: Allotted and not yet issued	(8,090,476)	(8,090)	-	-	8,090	-	-	-
Common stock conversion rights	-	-	-	-	421,214	-	-	421,214
Net loss for the year	-	-	-	-	-	-	(723,239)	(723,239)
Balance, June 30, 2001	32,372,532	\$ 32,373	-	\$ -	439,116	\$ -	(883,148)	\$ (411,659)

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

**NOVASTAR RESOURCES LTD.**  
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**CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIENCY (Continued)**  
**PERIOD FROM JUNE 28, 1999 (INCEPTION) TO JUNE 30, 2005**  
(Audited)  
(Stated in U.S. Dollars)

	<u>COMMON STOCK</u>		<u>COMMON STOCK PURCHASE WARRANTS</u>		<u>ADDITIONAL PAID-IN</u>	<u>DEFERRED</u>	<u>ACCUMULATED</u>	<u>TOTAL</u>
	<u>SHARES</u>	<u>AMOUNT</u>	<u>WARRANTS</u>	<u>AMOUNT</u>	<u>CAPITAL</u>	<u>COMPENSATION</u>	<u>DEFICIT</u>	
Balance, June 30, 2001	32,372,532	\$ 32,373	-	\$ -	439,116	\$ -	\$ (883,148)	\$ (411,659)
Additional shares issued in connection with the acquisition of Custom Branded Networks, Inc.	1,500,000	1,500	-	-	(1,500)	-	-	-
Common stock conversion rights	-	-	-	-	109,748	-	-	109,748
Net loss for the year	-	-	-	-	-	-	(326,038)	(326,038)
Balance, June 30, 2002	33,872,532	33,873	-	-	547,364	-	(1,209,186)	(627,949)
Issue of common stock for deferred compensation expense	4,500,000	4,500	-	-	40,500	(45,000)	-	-
Amortization of deferred compensation	-	-	-	-	-	22,500	-	22,500
Common stock conversion rights	-	-	-	-	45,116	-	-	45,116
Net loss for the year	-	-	-	-	-	-	(142,233)	(142,233)
Balance, June 30, 2003	38,372,532	\$ 38,373	-	\$ -	632,980	\$ (22,500)	\$ (1,351,419)	\$ (702,566)

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

**NOVASTAR RESOURCES LTD.**  
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**CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIENCY (Continued)**  
**PERIOD FROM JUNE 28, 1999 (INCEPTION) TO JUNE 30, 2005**  
(Audited)  
(Stated in U.S. Dollars)

	<u>COMMON STOCK</u>		<u>PUHASE WARRANTS</u>		<u>ADDITIONAL PAID-IN</u>	<u>DEFERRED</u>	<u>ACCUMULATED</u>	
	<u>SHARES</u>	<u>AMOUNT</u>	<u>WARRANTS</u>	<u>AMOUNT</u>	<u>CAPITAL</u>	<u>COMPENSATION</u>	<u>DEFICIT</u>	<u>TOTAL</u>
Balance, June 30, 2003	38,372,532	\$ 38,373	-	\$ -	\$ 632,980	\$ (22,500)	\$ (1,351,419)	\$ (702,566)
Amortization of deferred compensation	-	-	-	-	-	22,500	-	22,500
Common stock conversion rights	-	-	-	-	3,301	-	-	3,301
Net loss for the year	-	-	-	-	-	-	(95,430)	(95,430)
Balance, June 30, 2004	38,372,532	38,373	-	-	636,281	-	(1,446,849)	(772,195)
-								
Issue of common stock for services	16,100,000	16,100	-	-	1,127,900	-	-	1,144,000
Issue of common stock and warrants for convertible notes	20,000,000	20,000	20,000,000	495,834	484,166	-	-	1,000,000
Issue of common stock for services	11,600,000	11,600	-	-	1,583,900	(598,000)	-	997,500
Amortization of deferred compensation	-	-	-	-	-	98,033	-	98,033
Net loss for the year	-	-	-	-	-	-	(2,691,516)	(2,691,516)
Balance, June 30, 2005	<u>86,072,532</u>	<u>\$ 86,073</u>	<u>20,000,000</u>	<u>\$ 495,834</u>	<u>\$ 3,832,247</u>	<u>\$ (499,967)</u>	<u>\$ (4,138,365)</u>	<u>\$ (224,178)</u>
Deficit accumulated during the development stage						\$ (1,351,419)		
Deficit accumulated during the exploration stage						(2,786,946)		
Balance, June 30, 2005						<u>\$ (4,138,365)</u>		

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

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**1. NATURE OF OPERATIONS AND GOING CONCERN**

Novastar Resources Ltd. (the "Company") was previously engaged in the business of providing turnkey private label internet services to organizations throughout the domestic United States and Canada. During the year ended June 30, 2003, the Company became an exploration staged company engaged in the acquisition and exploration of mineral claims. Upon location of a commercial minable reserve, the Company expects to actively prepare the site for its extraction and enter a development stage. During the year ended June 30, 2005, the Company changed its name from Custom Branded Networks, Inc. and increased its authorized common shares from 50,000,000 shares to 250,000,000 shares and also authorized 50,000,000 preferred shares for issuance at a par value of \$0.001.

**Going Concern**

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern.

As shown in the accompanying consolidated financial statements, the Company has incurred a net loss of \$4,138,365 since inception, and currently has no sales. The future of the Company is dependent upon its ability to obtain financing and upon future profitable operations from the development of its mineral claims. Management has plans to seek additional capital through a private placement and public offering of its common stock. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts of and classification of liabilities that might be necessary in the event the Company cannot continue in existence.

**2. SIGNIFICANT ACCOUNTING POLICIES**

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States. Because a precise determination of many assets and liabilities is dependent upon future events, the preparation of financial statements for a period necessarily involves the use of estimates which have been made using careful judgment.

The consolidated financial statements have, in management's opinion, been properly prepared within reasonable limits of materiality and within the framework of the significant accounting policies summarized below:

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**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Consolidation

These consolidated financial statements include the accounts of the Company (a Nevada corporation) and its wholly-owned subsidiary, Custom Branded Networks, Inc. (a Delaware corporation).

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

Equipment

Equipment is recorded at cost and is amortized over its useful life at a rate of 20% on a declining balance basis. As of June 30, 2005, the equipment has been fully amortized.

Income Taxes

The Company has adopted Statement of Financial Accounting Standards No. 109 - "Accounting for Income Taxes" (SFAS 109). This standard requires the use of an asset and liability approach for financial accounting and reporting on income taxes. If it is more likely than not that some portion of all of a deferred tax asset will not be realized, a valuation allowance is recognized.

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**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Mineral Property Option Payments and Exploration Expenditures

The Company follows a policy of expensing exploration expenditures until a production decision is made in respect of the project and the Company is reasonably assured that it will receive regulatory approval to permit mining operations which may include the receipt of a legally binding project approval certificate.

Management periodically reviews the carrying value of its investments in mineral leases and claims with internal and external mining related professionals. A decision to abandon, reduce or expand a specific project is based upon many factors including general and specific assessments of mineral deposits, anticipated future mineral prices, anticipated future costs of exploring, developing and operating a production mine, the expiration term and ongoing expenses of maintaining mineral properties and the general likelihood that the Company will continue exploration on such project. The Company does not set a pre-determined holding period for properties with unproven deposits, however, properties which have not demonstrated suitable metal concentrations at the conclusion of each phase of an exploration program are re-evaluated to determine if future exploration is warranted, whether there has been any impairment in value and that their carrying values are appropriate.

If an area of interest is abandoned or it is determined that its carrying value cannot be supported by future production or sale, the related costs are charged against operations in the year of abandonment or determination of value. The amounts recorded as mineral leases and claims represent costs to date and do not necessarily reflect present or future values.

The Company's exploration activities and proposed mine development are subject to various laws and regulations governing the protection of the environment. These laws are continually changing, generally becoming more restrictive. The Company has made, and expects to make in the future, expenditures to comply with such laws and regulations.

The accumulated costs of properties that are developed on the stage of commercial production will be amortized to operations through unit-of-production depletion. The Company has no mineral property interest as at June 30, 2005.

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**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Financial Instruments

The Company's financial instruments consist of cash, restricted cash on deposit, accounts payable and accrued liabilities and refundable to subscribers of common stock.

Management of the Company does not believe that the Company is subject to significant interest, currency or credit risks arising from these financial instruments. The respective carrying values of financial instruments approximate their fair values. Fair values were assumed to approximate carrying values since they are short-term in nature or they are receivable or payable on demand.

Stock-Based Compensation

The Company accounts for employee stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion ("APB") No. 25 ("APB"), "Accounting for Stock Issued to Employees", and related interpretations. Accordingly, compensation cost for stock options is measured as the excess, if any, of the fair value of the Company's common stock at the date of the grant over the amount an employee must pay to acquire the common stock. Non-employee stock-based compensation is accounted for using the fair value method in accordance with Statement of Financial Accounting Standard No. 123 ("SFAS 123"), "Accounting for Stock-based Compensation.

The Company has not granted any stock options during the years ended June 30, 2005 and 2004.

Basic and Diluted Loss Per Share

In accordance with Financial Accounting Standards Board ("FASB") Statement of Financial Accounting Standard No. 128 ("SFAS 128"), "Earnings Per Share", the basic loss per common share is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding. Diluted loss per common share is computed similar to basic loss per common share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. At June 30, 2005, the Company has no stock equivalents that were anti-dilutive and excluded in the earnings per share computation.

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**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Impairment Asset Policy

The Company periodically reviews its long-lived assets when applicable to determine if any events or changes in circumstances have transpired which indicate that the carrying value of its assets may not be recoverable, pursuant to guidance established in Statement of Financial Accounting Standards No. 144 ("SFAS 144"), "Accounting for the Impairment of Disposal of Long-lived Assets". The Company determines impairment by comparing the undiscounted future cash flows estimated to be generated by its assets to their respective carrying amounts. If impairment is deemed to exist, the assets will be written down to fair value.

Foreign Currency Translation

The Company's functional currency is the U.S. dollar. Transactions in foreign currency are translated into U.S. dollars as follows:

- i) monetary items at the rate prevailing at the balance sheet date;
- ii) non-monetary items at the historical exchange rate;
- iii) revenue and expense at the average rate in effect during the applicable accounting period.

Revenue Recognition

Revenue from the sale of minerals is recognized when the risks and rewards of ownership pass to the purchaser, including delivery of the product the selling price is fixed or determinable and collectibility is reasonably assured. Settlement adjustments, if any, are reflected in revenue when the amounts are known.

Comprehensive Income

The Company has adopted Statement of Financial Accounting Standards No. 130 ("SFAS 130") "Reporting Comprehensive Income", which establishes standards for reporting and display of comprehensive income, its components and accumulated balances. When applicable, the Company would disclose this information on its Statement of Stockholders' Equity. Comprehensive income comprises equity except those resulting from investments by owners and distributions to owners. The Company has not had any significant transactions that are required to be reported in other comprehensive income.



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**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Asset Retirement Obligations

The Company has adopted Statement of Financial Accounting Standards No. 143 ("SFAS 143"), "Accounting for Asset Retirement Obligations", which requires that an asset retirement obligation ("ARO") associated with the retirement of a tangible long-lived asset be recognized as a liability in the period in which it is incurred and becomes determinable, with an offsetting increase in the carrying amount of the associated asset. The cost of the tangible asset, including the initially recognized ARO, is depleted, such that the cost of the ARO is recognized over the useful life of the asset. The ARO is recorded at fair value, and accretion expense is recognizable over time as the discounted liability is accreted to its expected settlement value. The fair value of the ARO is measured using expected future cash flow, discounted at the Company's credit-adjusted risk-free interest rate. To date, no significant asset retirement obligation exists due to the early stage of exploration. Accordingly, no liability has been recorded.

Environmental Protection and Reclamation Costs

The operations of the Company have been, and may in the future be affected from time to time in varying degrees by changes in environmental regulations, including those for future removal and site restorations costs. Both the likelihood of new regulations and their overall effect upon the Company may vary from region to region and are not predictable.

Environmental expenditures that relate to ongoing environmental and reclamation programs are charged against statements of operations as incurred or capitalized and amortized depending upon their future economic benefits. The Company does not anticipate any material capital expenditures for environmental control facilities because it has no mineral property holdings as at June 30, 2005.

Intangible Assets

The Company has adopted Statement of Financial Accounting Standards No. 142 ("SFAS 142"), "Goodwill and Other Intangible Assets", which requires that goodwill and intangible assets with indefinite life are not amortized but rather tested at least annually for impairment. Intangible assets with a definite life are required to be amortized over their useful life. The Company does not have any goodwill nor intangible assets with indefinite or definite life since inception.

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**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Advertising Costs

Advertising costs are expensed as incurred. No advertising costs were incurred in fiscal year 2005.

Exploration Stage Enterprise

The Company's consolidated financial statements are prepared using the accrual method of accounting and according to the provisions of Statement of Financial Accounting Standards No. 7 ("SFAS 7"), "Accounting and Reporting for Development Stage Enterprises," as it devotes substantially all of its efforts to acquiring and exploring mineral properties. Until such properties are acquired and developed, the Company will continue to prepare its consolidated financial statements and related disclosures in accordance with entities in the exploration stage.

**3. RECENT ACCOUNTING PRONOUNCEMENTS**

- a) In November 2004, FASB issued Statement of Financial Accounting Standards No. 151 ("SFAS 151"), "Inventory Costs". This Statement amends the guidance in ARB No. 43, Chapter 4, Inventory Pricing, "to clarify the accounting for abnormal amounts of idle facility expense, freight, handling costs and wasted material (spoilage). In addition, this Statement requires that allocation of fixed production overheads to the costs of conversion be based on the normal capacity of the production facilities. The provisions of this Statement will be effective for the Company beginning with its fiscal year ending 2006. The Company has determined that the adoption of SFAS 151 does not have an impact on its results of operations or financial position.
- b) In December 2004, FASB issued Statement of Financial Accounting Standards No. 153 ("SFAS 153"), "Exchanges of Non-monetary Assets - an amendment of APB Opinion No. 29". This Statement amended APB Opinion 29 to eliminate the exception of non-monetary exchanges of similar productive assets and replaces it with a general exception for exchanges of non-monetary assets that do not have commercial substance. A non-monetary exchange has commercial substance if the future cash flows of the entity are expected to change significantly as a result of the exchange. The Company has determined that the adoption of SFAS 153 does not have an impact on its results of operations or financial position.

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**3. RECENT ACCOUNTING PRONOUNCEMENTS (Continued)**

- c) In December 2004, FASB issued Statement of Financial Accounting Standards No. 123 (revised 2004) ("SFAS 123 Revised"), "Share-Based Payment". This Statement requires that the cost resulting from all share-based transactions be recorded in the financial statements. The Statement establishes fair value as the measurement objective in accounting for share-based payment arrangements and requires all entities to apply a fair-value-based measurement in accounting for share-based payment transactions with employees. The Statement also establishes fair value as the measurement objective for transactions in which an entity acquires goods or services from non-employees in share-based payment transactions. The Statement replaces FASB Statement No. 123 "Accounting for Stock-Based Compensation" and supercedes APB Opinion No. 25 "Accounting for Stock Issued to Employees". The provisions of this Statement will be effective for the Company beginning its fiscal year ending 2007. The Company has determined that the adoption of SFAS 123 (Revised) does not have an impact on its results of operations or financial position.

**4. RESTRICTED CASH**

During the year ended June 30, 2005, proceeds totaling \$94,140 were received through a private placement of common stock that was to close subsequent to the year end. This private placement was terminated and no shares of the Company were issued. The full amount of proceeds received from this private placement was reimbursed to subscribers subsequent to the Company's year end.

**5. CONVERTIBLE NOTES PAYABLE**

On January 31, 2002, the Company executed \$1,000,000 aggregate principal amount of convertible notes due not earlier than January 31, 2009. These notes were secured by the assets of the Company. The Company received \$1,000,000 in advances through to June 30, 2005 (2004 - \$892,119), including in-kind consideration of \$100,000. The notes bore no interest until the maturity date.

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**5. CONVERTIBLE NOTES PAYABLE (Continued)**

On January 20, 2005, the Company issued 20,000,000 common shares at a price of \$0.05 per share, and 20,000,000 warrants, for the purchase of 20,000,000 shares of common stock of the Company, to the holder on conversion of the notes. The warrants are exercisable at a price of \$0.05 per share until January 20, 2008. The warrants was valued using the Black Scholes option pricing model using the following assumptions: weighted average expected life of 3 years, volatility of 24%, rate of quarterly dividends - \$nil, risk free interest rate of 3.5%. The \$1,000,000 consideration was allocated to the common stock and share purchase warrants based upon their relative fair values on the date of conversion. The amount allocated to the common shares issued is \$504,166. The amount allocated to the share purchase warrants is \$495,834.

Because the market interest rate on similar types of notes was approximately 14% per annum the day the notes were issued, the Company had recorded a discount of \$579,378 related to the beneficial conversion feature. During the year ended June 30, 2005, \$442,813 (2004 - \$55,170) was amortized and recorded as interest expense. The discount was fully amortized as interest expense upon conversion.

**6. MINERAL PROPERTIES**

On February 5, 2003, the Company entered into an agreement to acquire 100% interest in mineral properties located in outer Mongolia by making a cash payment of \$50,000 (paid) and issuing 5,000,000 common shares, as such time as legal title to the mineral property is delivered. The shares were not issued and title was not transferred. The Company does not intend to further pursue the acquisition of these properties.

On May 1, 2005, the Company entered into an agreement with a shareholder of the Company to purchase a 92.25% interest in three mineral properties in North Queensland, Australia. To obtain the interest, the Company must either:

- i) raise \$1,000,000 and deposit the funds in a separate bank account on or before May 1, 2006, such funds to be used for testing and/or developing the properties, or
- ii) if the Company fails to raise the \$1,000,000 in development funds and deposit such funds into a separate bank account by May 1, 2006, then the Company has an option to acquire the 92.25% interest in the property by issuing common shares of the Company the aggregate number of which will be equal to the aggregate share price (defined as an amount equal to \$1,000,000 less the aggregate amount of funds deposited into the separate development bank account (if any)) divided by the value of the individual shares of the Company (defined as an amount equal to the greater of (a) the closing price per share for the sale of Company shares on the OTC bulletin board on May 1, 2006 and (b) the amount of \$0.10 per common share).

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**7. DEFERRED COMPENSATION**

On June 1, 2005, the Company entered into consulting agreements with two consultants whereby the consultants were issued 4,600,000 common shares at \$0.13 per share. The terms of the agreements are for 6 months. Amortization is taken on a monthly basis over the term of the agreement. Accordingly, \$98,033 was expensed in 2005.

**8. RELATED PARTIES**

During the year ended June 30, 2005, two former directors and officers forgave \$169,818 of accounts payable owed to them, relating to consulting fees, rent, payroll and benefits.

During the year ended June 30, 2005, the Company issued 2,000,000 common shares to a director for consulting services rendered at a value of \$40,000, which was based on exchange amounts, representing the amounts established and agreed upon by the related parties.

**9. INCOME TAX LOSSES**

The Company's provision for income taxes differs from the amounts computed by applying the United States federal statutory income tax rates to the loss as a result of the following:

	2005	2004
Statutory rates	35%	35%
Recovery of income taxes computed at statutory rates	\$ (942,031)	\$ (33,000)
Mineral property	(315)	1,000
Tax benefit not recognized on current year's losses	942,346	32,000
	<u>\$ -</u>	<u>\$ -</u>

The tax effects of temporary timing differences that give rise to significant components of the future tax assets and future tax liabilities are as follows:

	2005	2004
Net operating loss carry forward	\$ 1,442,031	\$ 500,000
Mineral property	945	4,000
Less: Valuation allowance	(1,442,976)	(504,000)
Deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

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**9. INCOME TAX LOSSES (Continued)**

At June 30, 2005, the Company has net operating losses of approximately \$4,098,000, which may be carried forward to apply against future years' income for tax purposes expiring as follows:

2020	\$	159,000
2021	\$	723,000
2022	\$	326,000
2023	\$	102,000
2024	\$	96,000
2025	\$	2,692,000

**10. 2005 COMPENSATION PLAN FOR OUTSIDE CONSULTANTS**

On March 3, 2005 the Company filed a prospectus dated March 10, 2005, relating to the offer and sale of up to 20,000,000 shares of its common stock to outside consultants in payment for services rendered, pursuant to the 2005 Compensation Plan for Outside Consultants that was approved by the board of directors. At June 30, 2005, 16,000,000 shares had been issued under this prospectus. The balance of 4,000,000 shares was issued subsequently.

**11. SUPPLEMENTAL DISCLOSURE ON NON-CASH FINANCING AND INVESTING ACTIVITIES**

During the year ended June 30, 2005, the Company had the following non-cash financing and investing activities:

- a) The Company issued 16,900,000 common shares to consultants pursuant to consulting agreements entered into with the Company with value of \$1,144,000, which was based on exchange amounts, representing the amounts established and agreed upon by the parties.
- b) The Company issued 20,000,000 common shares and 20,000,000 common stock purchase warrants with a value of \$1,000,000 pursuant to the exercise of convertible notes payable referred to in Note 5.
- c) The Company issued 11,600,000 common shares to consultants pursuant to consulting agreements entered into with the Company with a value of \$1,595,500. Of this amount, \$598,000 was recorded as deferred compensation to be amortized over the life of the consulting contracts as described in Note 7.

**NOVASTAR RESOURCES LTD.**  
**(formerly Custom Branded Networks, Inc.)**  
**(an Exploration Stage Company)**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2005**  
**(Audited)**  
**(Stated in U.S. Dollars)**

**11. SUPPLEMENTAL DISCLOSURE ON NON-CASH FINANCING AND INVESTING ACTIVITIES (Continued)**

d) Two former directors of the Company forgave a total of \$169,818 relating to accrued vacation payable, payroll liabilities and other accrued expenses incurred.

**12. CONSULTING AGREEMENTS**

The Company had entered into various consulting agreements with certain outside consultants. Duties of the consultants included providing consulting services to the Company as directed by the board of directors from time to time. Services included research into prospective business venues that may be beneficial to the Company, seeking out such business opportunities and the making of introductions and all other business consultations on matters that may be of intrinsic value to the Company in developing and promoting the business enterprises of the Company. Compensation comprised the issuance of shares of the common shares, as disclosed in these financial statements.

**13. COMPARATIVE FIGURES**

Certain comparative figures have been reclassified to conform to the current year's presentation.

**14. COMMITMENTS AND CONTRACTUAL OBLIGATIONS**

Except as noted, the Company has no significant commitments or contractual obligations with any parties respecting executive compensation, consulting arrangements or other matters. Rental of premises is on a month-to-month basis.

**15. SUBSEQUENT EVENTS**

Subsequent to June 30, 2005, the Company:

- a) entered into an agreement whereby certain mineral leases in the Clay County District of Alabama were assigned to the Company. The Company assumed a lease held by the lessee for the consideration of \$100,000 cash (paid), 1,000,000 restricted common shares of the Company at a deemed issue price of \$0.001 per share and a \$15 net royalty per ton of Thorium/monazite removed from the leased properties;

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**(Stated in U.S. Dollars)**

**15. SUBSEQUENT EVENTS(Continued)**

- b) filed a prospectus dated August 18, 2005, relating to the offer and sale of up to 20,000,000 shares of its common stock to outside consultants in payment of services rendered, pursuant to the 2005 Augmented Compensation Plan for Outside Consultants as approved by the board of directors. It then entered into various consulting agreements with outside consultants to provide certain consulting services to the Company. Compensation is by way of issuance of an aggregate of 11,875,000 shares of common stock of the Company over the term of the agreements. Subsequent to June 30, 2005, 4,527,500 shares have been issued, having a value of \$747,000. The Company also issued 800,000 shares of common stock to its advisory board, having a value of \$128,000.
- c) cancelled the agreement entered into on May 1, 2005 to purchase a 92.25% interest in three mineral properties in North Queensland, Australia. It then entered into a new agreement to purchase a 100% undivided interest in these mineral interests. As consideration, the Company must issue 5,000,000 restricted common shares to the vendor. In addition, the Company must incur the following exploration expenditures, not to exceed \$695,000:
  - i) \$125,000 by December 31, 2006;
  - ii) an additional \$150,000 by December 31, 2007;
  - iii) an additional \$140,000 by December 31, 2008;
  - iv) an additional \$140,000 by December 31, 2009;
  - v) an additional \$140,000 by December 31, 2010.

The vendor shall retain a 2.5% net smelter return royalty on the property;

- d) cancelled the 20,000,000 warrants, for the purchase of 20,000,000 shares of common stock of the Company, that had been issued on January 20, 2005;
- e) returned proceeds to subscribers of \$94,140 received relating to a private placement that was cancelled.
- f) closed a private placement of \$631,500, consisting of an offering of 4,209,998 units at a price of \$0.15 per unit. Each unit consists of one common share and one-half of a non-transferable share purchase warrant. Each warrant entitles the holder thereof to acquire one additional share of common stock at a price of \$0.30 per share and having an expiry date of twelve months from the closing date of the subscription.



**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Balance Sheet**  
March 31, 2006

ASSETS	
<b>CURRENT ASSETS</b>	
Cash and cash equivalents	\$ 673,653
Prepaid expenses and other current assets:	3,293
<b>Total Current Assets</b>	<b>676,946</b>
<b>PROPERTY, PLANT AND EQUIPMENT</b>	
Property, plant and equipment	37,153
Accumulated depreciation	(17,185)
<b>Total Property, Plant and Equipment</b>	<b>19,968</b>
<b>OTHER ASSETS</b>	
Patent costs - net of accumulated amortization of \$198,054	207,251
Security deposits	7,567
<b>Total Other Assets</b>	<b>214,818</b>
<b>TOTAL ASSETS</b>	<b>\$ 911,732</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
<b>CURRENT LIABILITIES</b>	
Accounts payable:	\$ 85,631
Accrued salaries - officers	-
Other accrued expenses	329,945
Notes payable - related party	17,500
Current portion of long-term debt	4,196
Other current liabilities	5,882
<b>Total Current Liabilities</b>	<b>443,154</b>
<b>LONG-TERM LIABILITIES</b>	
Note payable	13,746
<b>Total Liabilities</b>	<b>456,900</b>
<b>STOCKHOLDERS' EQUITY</b>	
Common Stock-\$.05 par value-authorized 20,000,000 shares issued and outstanding 3,690,019 shares	184,501
Common stock and warrants - Additional paid-in capital	16,071,832
Deficit accumulated during the development stage	(15,801,501)
<b>Total Stockholders' Equity</b>	<b>454,832</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 911,732</b>

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Operations**

	For the three months ended March 31,		Cumulative From January 8, 1992 Through March 31,
	2006	2005	2006
<b>Revenue</b>			
License revenue	\$ -	-	\$ 624,985
<b>Total Revenue</b>	-	-	624,985
<b>Costs and expenses</b>			
Research and development	-	-	3,892,158
Salaries	73,700	57,000	3,578,714
Professional fees	138,144	32,098	2,201,269
Stock based compensation	-	-	2,229,871
Other selling, general and administrative expenses	119,128	24,174	4,555,308
<b>Total operating expenses</b>	330,972	113,272	16,457,320
Loss from operations	330,972	113,272	15,832,335
<b>Other (income) expenses</b>			
Interest (income) expense - net	566	-	(107,576)
Other (income) expense	(200)	-	(359)
Foreign currency translation loss	501	-	501
Settlement costs	-	-	76,600
<b>Net Loss</b>	<u>\$ 331,839</u>	<u>113,272</u>	<u>\$ 15,801,501</u>
Basic and diluted net loss per share	\$ (0.09)	(0.03)	
Number of shares used to compute per share data	3,558,395	3,289,463	

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional Paid-in Capital	Accumulated (Deficit)	Stockholders' Equity
	Shares	Amount			
<b>Inception - January 8, 1992</b>					
Authorized 2,500,000 shares - \$.05 par value	-	\$ -	\$ -	\$ -	-
Issuance of common stock for technology and service	1,200,000	60,000	-	-	60,000
Net (loss) for the period ended	-	-	-	(60,000)	(60,000)
<b>Balance - January 1, 1993</b>	1,200,000	60,000	-	(60,000)	-
Issuance of common stock and warrants for cash	258,500	12,925	535,030	-	547,955
Issuance of stock in exchange for services	47,000	2,350	20,000	-	22,350
Exercise of stock options and warrants	10,000	500	99,500	-	100,000
Net (loss) for the year ended December 31, 1993	-	-	-	(81,526)	(81,526)
<b>Balance - January 1, 1994</b>	1,515,500	75,775	654,530	(141,526)	588,779
Authorized 10,000,000 shares - \$.05 par value					
Issuance of common stock and warrants for cash	26,200	1,310	260,690	-	262,000
Issuance of stock in exchange for services	10,000	500	9,500	-	10,000
Issuance of options to non-employees for services	-	-	15,400	-	15,400
Net (loss) for the year ended December 31, 1994	-	-	-	(639,861)	(639,861)
<b>Balance - January 1, 1995</b>	1,551,700	77,585	940,120	(781,387)	236,318
Issuance of common stock and warrants for cash	41,500	2,075	412,925	-	415,000
Issuance of stock in exchange for services	7,800	390	7,410	-	7,800
Exercise of stock options and warrants	10,000	500	9,500	-	10,000
Net (loss) for the year ended December 31, 1995	-	-	-	(1,088,082)	(1,088,082)
<b>Balance - January 1, 1996</b>	1,611,000	80,550	1,369,955	(1,869,469)	(418,964)
Issuance of common stock for cash	30,300	1,515	301,485	-	303,000
Issuance of common stock for services	8,000	400	7,600	-	8,000
Exercise of stock options and warrants	34,000	1,700	32,300	-	34,000
Issuance of options to non-employees for services	-	-	7,950	-	7,950
Net (loss) for the year ended December 31, 1996	-	-	-	(763,179)	(763,179)
<b>Balance Forward</b>	1,683,300	\$ 84,165	\$ 1,719,290	\$ (2,632,648)	\$ (829,193)

*Continued*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional Paid-in Capital	Accumulated (Deficit)	Stockholders' Equity
	Shares	Amount			
<b>Balance - January 1, 1997</b>	1,683,300	\$ 84,165	\$ 1,719,290	\$ (2,632,648)	\$ (829,193)
Issuance of common stock and warrants for cash	56,700	2,835	564,165	-	567,000
Exercise of stock options and warrants	51,000	2,550	79,450	-	82,000
Issuance of options to non-employees for services	-	-	15,960	-	15,960
Net (loss) for the year ended December 31, 1997	-	-	-	(598,718)	(598,718)
<b>Balance - January 1, 1998</b>	1,791,000	89,550	2,378,865	(3,231,366)	(762,951)
Issuance of common stock and warrants for cash	66,536	3,327	662,033	-	665,360
Exercise of stock options and warrants	280,000	14,000	456,000	-	470,000
Issuance of options to non-employees for services	-	-	1,325	-	1,325
Net (loss) for the year ended December 31, 1998	-	-	-	(792,185)	(792,185)
<b>Balance - January 1, 1999</b>	2,137,536	106,877	3,498,223	(4,023,551)	(418,451)
Issuance of common stock for cash	35,675	1,784	354,966	-	356,750
Exercise of stock options and warrants	35,250	1,762	180,738	-	182,500
Net (loss) for the year ended December 31, 1999	-	-	-	(822,803)	(822,803)
<b>Balance - January 1, 2000</b>	2,208,461	110,423	4,033,927	(4,846,354)	(702,004)
Issuance of common stock for cash	284,600	14,230	2,831,770	-	2,846,000
Issuance of common stock for services	102,000	5,100	449,900	-	455,000
Net (loss) for the year ended December 31, 2000	-	-	-	(1,487,354)	(1,487,354)
<b>Balance - January 1, 2001</b>	2,595,061	129,753	7,315,597	(6,333,708)	1,111,642
Issuance of common stock and warrants for cash	350,000	17,500	3,468,031	-	3,485,531
Issuance of common stock for settlement	10,000	500	36,100	-	36,600
Exercise of stock options and warrants	28,600	1,430	139,570	-	141,000
Modification of options	-	-	28,500	-	28,500
Net (loss) for the year ended December 31, 2001	-	-	-	(2,606,466)	(2,606,466)
<b>Balance Forward</b>	2,983,661	\$ 149,183	\$ 10,987,798	\$ (8,940,174)	\$ 2,196,807

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional Paid-in Capital	Accumulated (Deficit)	Stockholders' Equity
	Shares	Amount			
<b>Balance - January 1, 2002</b>	2,983,661	149,183	10,987,798	(8,940,174)	2,196,807
Issuance of common stock and warrants for cash	5,000	250	49,750	-	50,000
Exercise of stock options and warrants	5,000	250	22,750	-	23,000
Issuance of common stock not previously recognized	1,000	50	(50)	-	-
Net (loss) for the year ended December 31, 2002	-	-	-	(2,224,775)	(2,224,775)
<b>Balance - January 1, 2003</b>	2,994,661	149,733	11,060,248	(11,164,949)	45,032
Issuance of common stock and warrants for cash	115,000	5,750	604,250	-	610,000
Exercise of stock options and warrants	106,300	5,315	157,685	-	163,000
Modifications of options and warrants	-	-	1,506,427	-	1,506,427
Issuance of common stock not previously recognized	5,000	250	(250)	-	-
Net (loss) for the year ended December 31, 2003	-	-	-	(2,569,534)	(2,569,534)
<b>Balance - January 1, 2004</b>	3,220,961	\$ 161,048	\$ 13,328,360	\$ (13,734,483)	\$ (245,075)
Issuance of common stock and warrants for cash	63,500	3,175	254,576	-	257,751
Loan conversion into stock	1,750	88	6,913	-	7,000
Issuance of options to non-employees for services	-	-	351,253	-	351,253
Net (loss) for the year ended December 31, 2004	-	-	-	(974,674)	(974,674)
<b>Balance - January 1, 2005</b>	3,286,211	\$ 164,311	\$ 13,941,101	\$ (14,709,158)	\$ (603,746)
Issuance of common stock and warrants for cash	65,998	3,300	257,692	-	260,992
Loan conversion into stock	10,775	539	42,561	-	43,100
Issuance of options to non-employees for services	-	-	303,055	-	303,055
Net (loss) for the year ended December 31, 2005	-	-	-	(760,504)	(760,504)
<b>Balance Forward</b>	3,362,984	\$ 168,149	\$ 14,544,410	\$ (15,469,662)	\$ (757,103)

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional Paid-in Capital	Accumulated (Deficit)	Stockholders' Equity
	Shares	Amount			
<b>Balance - January 1, 2006</b>	3,362,984	\$ 168,149	\$ 14,544,410	\$ (15,469,662)	\$ (757,103)
Issuance of common stock and warrants for cash	326,010	16,301	1,523,373		1,539,674
Loan conversion into stock	1,025	51	4,049		4,100
Issuance of options to non-employees for services	-	-	-	-	0
Net (loss) for the quarter ended March 31, 2006	-	-	-	(331,839)	(331,839)
<b>Balance Forward</b>	3,690,019	\$ 184,501	\$ 16,071,832	\$ (15,801,501)	\$ 454,832

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Cash Flows**

	For the three months ended March 31		Cumulative From January 8, 1992 Through March 31,
	2006	2005	2006
<b>Cash flows from operating activities:</b>			
Net loss	\$ (331,839)	\$ (113,272)	\$ (15,801,501)
Adjustments to reconcile net (loss) to net cash provided by (used by) operating activities:			
Write-off of foreign patent, including amortization	-	-	75,000
Depreciation and amortization	6,564	5,467	277,889
(Gain) loss on disposition of assets	-	-	86,855
Issuance of stock in exchange for technology and services	-	-	88,250
Stock based compensation	-	-	2,229,870
(Increase) decrease in prepaid and other expenses	2,987	3,486	(3,293)
Increase (decrease) in accrued expenses	(517,318)	72,583	421,459
Net cash used by operating activities	(839,606)	(31,736)	(12,625,471)
<b>Cash flows from investing activities:</b>			
Patent costs	(300)	(2,310)	(405,305)
Security deposits	-	32	(7,567)
Purchase of equipment	(1,057)	(22,217)	(275,241)
Loans granted - related parties	-	-	(160,365)
Repayment of loans - related parties	-	-	160,365
Proceeds from sale of property and equipment	-	-	13,583
Net cash used by investing activities	(1,357)	(24,495)	(674,530)
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of stock	1,543,774	7,599	13,938,212
Proceeds from loans - related parties	-	26,640	384,690
Repayment of loans - related parties	(28,430)	-	(268,089)
Conversion of related party loans to stock	-	-	(99,100)
Proceeds from loan from payroll service	-	-	42,663
Repayment of loan from payroll service	-	-	(42,663)
Proceeds from issuance of long-term debt	61	22,218	22,278
Principal repayments of long-term debt	(1,072)	-	(4,337)
Net cash provided by financing activities	1,514,333	56,457	13,973,654
Net increase (decrease) in cash and cash equivalents	673,370	226	673,653

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Cash Flows**

	<b>For the quarters ended March 31</b>		<b>Cumulative From January 8, 1992 Through March 31,</b>
	<b>2006</b>	<b>2005</b>	<b>2006</b>
Cash and cash equivalents - beginning	283	462	-
Cash and cash equivalents - end	\$ 673,653	\$ 688	\$ 673,653
Supplemental disclosures			
Cash paid - interest	\$ 566	\$ 143	\$ 5,376
Cash paid - taxes	\$ -	\$ -	\$ -
Non-Cash Transactions:			
Conversion of debt to equity	\$ 4,100	\$ 26,200	\$ 103,200

*The accompanying notes are an integral part of these financial statements.*



**1. The Company and Business Operations**

Radkowsky Thorium Power Corp., incorporated in the state of Delaware on January 8, 1992 (“Inception”), changed its name to Thorium Power, Inc. in April 2001. Thorium Power, Inc. (the “Company”) is engaged in the development, promotion and marketing of its three patented nuclear fuel designs: (1) Thorium/weapons-grade plutonium disposing fuel, (2) Thorium/reactor-grade plutonium disposing fuel, and (3) Thorium/uranium nuclear fuel. These fuels are designed to be used in existing light water reactors. Presently, the Company is focusing most of its efforts on demonstrating and testing its thorium/weapons-grade plutonium disposing fuel for the Russian VVER-1000 reactors.

Once the fuels are further developed and tested, Thorium Power plans to license its intellectual property rights to fuel fabricators, nuclear generators, and governments for use in commercial light water nuclear reactors, or sell the technology to a major nuclear company or government contractor or some combination of the two.

Substantially all of the Company’s present research activities are in Russia. The Company’s research operations are subject to various political, economic, and other risks and uncertainties inherent in the country of Russia.

The Company’s nuclear fuel process is dependent on the ability of suppliers of the mineral Thorium, to provide it to the Company’s future customers on a timely basis and also on favorable pricing terms. The loss of certain principal suppliers of Thorium or a significant reduction in Thorium availability from principal suppliers could have a material adverse effect on the future operations of the Company.

The Company participates in a highly regulated industry that is characterized by governmental regulation. The Company’s results of operations are affected by a wide variety of factors including general economic conditions, decreases in the use or public favor of nuclear power, the ability of its technology, the ability to safeguard the production of nuclear power and safeguarding its patents and intellectual property from competitors. Due to these factors, the Company may experience substantial period-to-period fluctuations in future operating results.

The Company in the future may be designated as a potentially responsible party (PRP) by federal and state agencies with respect to certain sites with which the Company may have direct or indirect future involvement. Such designations can be made regardless of the extent of the Company’s involvement.

Operations to date have been devoted primarily to filing for patents, developing strategic relationships within the industry, securing political and financial support from the United States and Russian governments, continued development of the fuel designs and administrative functions. The Company, therefore, prepares its financial statements as a Development Stage Enterprise.

*Continued*

Merger Agreement

On February 14, 2006, Novastar Resources Ltd. ("Novastar Resources") entered into an Agreement and Plan of Merger (the "Merger Agreement") with the Company and TP Acquisition Corp., a direct wholly-owned subsidiary of Novastar Resources formed in connection with the transactions contemplated by the Merger Agreement. Concurrently therewith, Novastar Resources (1) adopted its 2006 Stock Plan, (2) entered into an employment agreement with Seth Grae, President and Chief Executive Officer of Thorium Power, (3) granted certain nonqualified stock options to Mr. Grae and (4) entered into a subscription agreement with Thorium Power for the purchase of 150,000 shares of common stock of Thorium Power for \$4.00 per share.

Under the Merger Agreement, each common share of Thorium Power will be converted into securities of Novastar Resources such that Thorium Power's current stockholders will own approximately 54.5% of the combined company, and each share of Novastar Resources common stock will remain outstanding. In addition, Novastar Resources anticipates the appointment of new directors and officers following the merger. The combined company will be headquartered in the Washington D.C. area, where Thorium Power is presently based.

The merger is conditioned upon completion of due diligence reviews by both companies, the declaration of effectiveness of a registration statement by the Securities and Exchange Commission and any other necessary regulatory approvals.

**2. Summary of Significant Accounting policies**

A summary of significant accounting policies follows:

*a. Revenue Recognition -*

All of the Company's revenue to date had been derived from licensing fees from nuclear industry commercial partners.

Once the company's technology has advanced to the level when it is funded by the US Government on an ongoing basis as part of the plutonium disposition program, the company will seek to license its technology to major government contractors or nuclear companies, working for the US and other governments. We expect that our revenue from license fees will be recognized on a straight-line basis over the expected period of the related license term.

*Continued*

The Company may receive employment and research grants from various U.S. governmental agencies, and these grants will be recognized in earnings in the period in which the related expenditures are incurred. Capital grants for the acquisition of equipment will be recorded as reductions of the related equipment cost and reduce future depreciation expense.

Total subsidies and grants from the US government totaled \$5.45 million, cumulative from inception to March 31, 2006. These amounts were not paid to us but paid directly from the US government to third party research and development companies that work on our project, as well as other projects.

- b. Patent Costs* - Patent costs represent legal fees and filing costs capitalized and amortized over their estimated useful lives of 20 years. Amortization expense for Patents was \$4,259 and \$4,261 for the three month periods ended March 31, 2006 and March 31, 2005 and \$198,504 for the cumulative period from Inception to March 31, 2006.
- c. Cash Equivalents* - Cash equivalents consist of cash and cash investments with maturities of three months or less at the time of purchase.
- d. Start-Up Costs* - The Company, in accordance with the provisions of the American Institute of Certified Public Accountants' Statement of Position (SOP) 98-5, "Reporting on the Costs of Start-up Activities", expenses all start-up and organizational costs as they are incurred.
- e. Property, Plant and Equipment* - Property, Plant and Equipment is comprised of leasehold improvements, an automobile, and office equipment and is stated at cost less accumulated depreciation. Depreciation of furniture, computer and office equipment is computed over the estimated useful life of the asset, generally five and seven years respectively, utilizing the double declining balance methodology. Depreciation for the leasehold improvements is computed using the straight-line method over the 5 year term of the lease. Upon disposition of assets, the related cost and accumulated depreciation are eliminated and any gain or loss is included in the statement of income. Expenditures for major improvements are capitalized. Maintenance and repairs are expensed as incurred.
- f. Long-Lived Assets* - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or any other significant adverse change that would indicate that the carrying amount of an asset or group of assets is not recoverable.

For long-lived assets used in operations, impairment losses are only recorded if the asset's carrying amount is not recoverable through its undiscounted, probability-weighted cash flows. We measure the impairment loss based on the difference between the carrying amount and estimated fair value.

*g. Estimates and Assumptions* - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

The financial statements include some amounts that are based on management's best estimates and judgments. The most significant estimates relate to contingencies, and the valuation of stock options, stock warrants and stock issued for services. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

*h. Stock-based Compensation* - Employees. When stock based compensation is issued to employees and directors, in connection with their services as directors, the revised Statement of Financial Accounting Standards No. 123 'Accounting for Stock Based Compensation' ("SFAS 123(R)") requires companies to record compensation cost for stock based employee compensation plans at fair value. From inception through 2003, the Company accounted for stock based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, 'Accounting for Stock Issued to Employees' ("APB No. 25"). APB No. 25 requires no recognition of compensation expense for the stock based compensation arrangements provided by the Company where the exercise price is equal to the market price at the date of the grants.

Non-Employees - When stock based compensation is issued to non-employees, the Company records these transactions at the fair market value of the equity instruments issued or the goods or services received whichever is more reliably measurable.

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123 (Revised 2004), Share-Based Payment, (FAS-123R). This statement replaces FAS-123, Accounting for Stock-Based Compensation, supersedes APB Opinion No. 25, Accounting for Stock Issued to Employees, and amends FAS-95, Statement of Cash Flows. FAS-123R requires companies to apply a fair-value-based measurement method in accounting for shared-based payment transactions with employees and to record compensation cost for all stock awards granted after the required effective date and for awards modified, repurchased, or cancelled after that date. The scope of FAS-123R encompasses a wide range of share-based compensation arrangements, including share options, restricted share plans, performance-based awards, share appreciation rights, and employee share purchase plans.

*Continued*

FAS-123R is effective for our Company January 1, 2006, however the Company has decided to adopt FAS-123R in 2004. Companies are permitted to apply the modified retrospective method either (a) to all prior periods presented for which FAS-123 was effective or (b) to prior interim periods of the year in which FAS-123R is adopted. Under the modified retrospective method, the recognition of compensation cost under FAS-123R is generally the same as the accounting under the modified prospective method discussed previously for (a) awards granted, modified, or settled subsequent to the adoption of FAS-123R, and (b) awards granted prior to the date of adoption of FAS-123R for which the requisite service period has not been completed (i.e., unvested awards). There were no restatements or transition adjustments recorded.

- i. Income Taxes* - Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.
- j. Earnings per Share* - Basic net earnings (loss) per common share is computed by dividing net earnings (loss) applicable to common shareholders by the weighted-average number of common shares outstanding during the period. Diluted net earnings (loss) per common share is determined using the weighted-average number of common shares outstanding during the period, adjusted for the dilutive effect of common stock equivalents. In periods where losses are reported, the weighted-average number of common shares outstanding excludes common stock equivalents because their inclusion would be anti-dilutive.
- k. New Accounting Pronouncements* - In December 2004, the FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29". SFAS 153 is effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005, with earlier application permitted. The adoption of SFAS 153 is not expected to have a material impact on our results of operations or financial position.

In March 2005, the FASB issued FASB Interpretation No. 47, "Accounting for Conditional Asset Retirement Obligations," (FIN 47). FIN 47 is an interpretation of SFAS No. 143, "Asset Retirement Obligations," which was issued in June 2001. FIN 47 was issued to address diverse accounting practices that have developed with regard to the timing of liability recognition for legal obligations associated with the retirement of a tangible long-lived asset in which the timing and/or method of settlement are conditional on a future event that may or may not be within the control of the entity. According to FIN 47, uncertainty about the timing and/or method of settlement of a conditional asset retirement obligation should be factored into the measurement of the liability when sufficient information exists. FIN 47 also clarifies when an entity would have sufficient information to reasonably estimate the fair value of an asset retirement obligation. FIN 47 is effective no later than December 31, 2005 for our company. The Company is currently evaluating the impact of the adoption of FIN 47 on its financial statements.

*Continued*

**3. Status of the Company**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has sustained operating losses while not generating steady revenues. However, the Company’s business plan anticipates the Company’s current products will become ready for market and revenue generating sometime between 2008 and 2009. Therefore, the Company makes use of issuances of stock to provide funds for operations.

Until such time as the Company’s products become ready for market and revenue generating, the Company’s ability to operate is dependent upon receiving additional corporate funding in the form of issuances of stock, new debt, or government funding.

The financial statements do not include any adjustments relating to the recovery and classification of recorded asset amounts and classifications of liabilities that might be necessary should the Company be unable to meet its current obligations and, therefore, be unable to continue as a going concern.

**4. Research and Development Costs**

Research and development costs amounted to \$- for the three months ended March 31, 2006 and March 31, 2005 and \$3,892,158 cumulative from inception date through March 31, 2006

**5. Property Plant and Equipment**

The following represents the detail of Thorium Power’s property, plant and equipment at March 31, 2006:

	Original Costs	Accumulated Depreciation	Net Book Value
Furniture, computer and office equipment	\$ 14,935	\$ 12,235	\$ 2,700
Automobile	22,218	4,950	17,268
	<u>\$ 37,153</u>	<u>\$ 17,185</u>	<u>\$ 19,968</u>

**6. Stock Options and Warrants**

The Company maintains no formal plan for stock options and warrants. Options are issued to employees, directors and others for services provided to the Company. Warrants are issued in connection with sales of stock. Since the Company’s stock is not publicly traded, there is insufficient historical information about the past volatility of the Company’s stock, and there are no similar public entities for which stock information is available. We have estimated the expected volatility of the Company’s stock using a fair value method, as shown below. As a result, options granted to both employees and non-employees for services are accounted for under the calculated value method, as described in paragraphs A43-A48 of SFAS 123(R), using a Black-Scholes option-pricing model with the following weighted average assumptions:

	2002 and prior	2003	2004-2005
Expected life of options	Actual life	Actual life	Actual life
Risk-free interest rate	5%	4%	4%
Volatility of stock	100%	100%	32%
Expected dividend yield	-	-	-

The calculated value method under SFAS 123(R) permits for non-public companies substitution of the historical volatility of an appropriate industry sector index for the expected volatility of the Company’s stock price as an assumption in the valuation model. The Company identified and selected the Standard & Poor’s 600 small-cap index for the U.S. energy sector as the one most closely reflecting the present size of the Company and the industry in which the Company operates. The volatility in the Black-Scholes valuation model used by the Company is calculated based on the historical volatility of the above industry sector index, as measured by the standard deviation of daily historical closing values for the period of time prior to the grant date of stock options that is equal in length to the expected term of the granted stock options. If historical closing values of the above index are not available for the entire expected term, then the Company uses the closing values for the longest period of time available.

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

Presented below is a summary of the options and warrants activity since January 1, 1993:

	<u>Beginning Balance</u>	<u>In Exchange for Services</u>	<u>In Connection with purchase of stock</u>	<u>Issued as Incentive</u>	<u>Converted to stock/ Exercised</u>	<u>Expired</u>	<u>Repriced</u>	<u>Ending Balance</u>
<b>1/1/1993</b>								<b>12/31/1993</b>
\$1 per share	0	1,040,000	35,000	15,000	(10,000)			1,080,000
\$5 per share	0		220,000					220,000
\$10 per share	0							0
								1,300,000
<b>1/1/1994</b>								<b>12/31/1994</b>
\$1 per share	1,080,000	95,000						1,175,000
\$5 per share	220,000	50,000	25,000					295,000
\$10 per share	0	55,000	36,100					91,100
								1,561,100
<b>1/1/1995</b>								<b>12/31/1995</b>
\$1 per share	1,175,000				(10,000)		25,000	1,190,000
\$5 per share	295,000	155,000					(25,000)	425,000
\$10 per share	91,100	30,000	41,500	5,000				167,600
								1,782,600
<b>1/1/1996</b>								<b>12/31/1996</b>
\$1 per share	1,190,000				(34,000)		100,000	1,256,000
\$5 per share	425,000	60,000					(82,500)	402,500
\$10 per share	167,600	25,000	30,300	14,000			(17,500)	219,400
								1,877,900
<b>1/1/1997</b>								<b>12/31/1997</b>
\$1 per share	1,256,000				(47,500)		81,000	1,289,500
\$5 per share	402,500						(42,500)	360,000
\$10 per share	219,400	118,000	56,700		(3,500)		(38,500)	352,100
								2,001,600

*Continued*



**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

	Beginning Balance	In Exchange for Services	In Connection with purchase of stock	Issued as Incentive	Converted to stock/ Exercised	Expired	Repriced	Ending Balance
<b>01/01/1998</b>								<b>12/31/1998</b>
\$1 per share	1,289,500				(232,500)	(95,000)	55,000	1,017,000
\$5 per share	360,000				(47,500)	(172,500)	(50,000)	90,000
\$10 per share	352,100	2,500	9,500				(5,000)	359,100
								1,466,100
<b>01/01/1999</b>								<b>12/31/1999</b>
\$1 per share	1,017,000				(5,000)	(20,000)		992,000
\$5 per share	90,000				(25,000)			65,000
\$10 per share	359,100				(5,250)	(26,850)		327,000
								1,384,000
<b>01/01/2000</b>								<b>12/31/2000</b>
\$1 per share	992,000				(60,000)			932,000
\$5 per share	65,000		600,000		(5,000)			660,000
\$10 per share	327,000				(37,000)	(13,500)		276,500
								1,868,500
<b>01/01/2001</b>								<b>12/31/2001</b>
\$1 per share	932,000				(5,000)			927,000
\$5 per share	660,000				(20,000)			640,000
\$10 per share	276,500	223,000	700,000	625,000	(3,600)	(51,200)		1,769,700
								3,336,700
<b>01/01/2002</b>								<b>12/31/2002</b>
\$1 per share	927,000	-	-	-	(3,000)	(7,000)	-	917,000
\$5 per share	640,000	-	-	-	-	-	-	640,000
\$10 per share	1,769,700	-	10,000	(625,000)	(2,000)	(97,700)	-	1,055,000
								2,612,000

*Continued*

**Thorium Power, Inc.**  
 (A Development Stage Enterprise)  
 Notes to Financial Statements

	Beginning Balance	In Exchange for Services	In Connection with purchase of stock	Issued as Incentive	Converted to stock/ Exercised	Expired	Repriced	Ending Balance
01/01/2004								12/31/2004
\$1 per share	2,017,000	-	-	-	-	-	-	2,017,000
\$4 per share	0	250,000	-	-	-	-	-	250,000
\$5 per share	80,000	-	-	-	-	-	-	80,000
\$9.73-\$10 per share	412,495	-	-	600	-	-	-	413,095
								2,760,095
01/01/2005								12/31/2005
\$1 per share	2,017,000	-	-	-	(1,000)	-	-	2,016,000
\$4 per share	250,000	225,000	-	-	-	-	-	475,000
\$5 per share	80,000	-	-	-	-	-	-	80,000
\$9.60-\$10 per share	413,095	-	-	705	-	-	-	413,800
								2,984,800

Continued

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

The 625,000 incentive warrants issued in 2001 were contingent upon achieving certain goals, including raising private capital. By December 31, 2002, these goals had not been met and, therefore, the warrants were voided. In addition, included in the 223,000 options issued in 2001, 100,000 are to a director of which all 100,000 have vested at December 31, 2005.

In September 2003, the Company reached an agreement with certain shareholders whereby, in exchange for certain concessions and a release of claim against the company, 1,200,000 warrants at \$5 and \$10 exercise price were repriced to \$1. In addition, 300,000 of those warrants had their expiration date extended three years from December 2004 to 2007. In connection with this repricing, the Company recorded a non-cash expense in the amount of \$1,506,427 in 2003. The Company also acknowledged certain prior obligations in connection with government negotiation and raising of capital totalling approximately \$130,000. The Company also gave antidilution rights to these shareholders for a period of three years from September 2003.

Also in 2003, pursuant to an antidilutive agreement with a shareholder, 50,000 options were repriced from \$10 to \$9.84 and 1,590 stock options were issued. 795 of these stock options expired in 2003. In 2004 and 2005, the price of those warrants was further reduced from \$9.84 to \$9.73 and from \$9.73 to \$9.60 and an additional 600 and 705 stock options were issued respectively. In the three months ended March 31, 2006, the price of those warrants was further reduced from \$9.60 to \$9.17 and an additional 2,458 stock options were issued.

The following summarizes information for options and warrants currently outstanding and exercisable at March 31, 2006:

March 31, 2006	Number	Weighted average Remaining Life	Weighted- average exercise price
Range of Prices			
\$1.00	2,016,000	1.5 years	\$1.00
\$4.00	475,000	4.0 years	\$4.00
\$5.00	80,000	1.4 years	\$5.00
\$9.6017-10.00	416,258	0.9 years	\$9.89
	2,987,258		\$2.82

Of the total number of stock options and warrants outstanding at March 31, 2006, 1,662,700 were stock options and the remaining 1,322,324,100 558 were warrants. All of the stock options and warrants outstanding at March 31, 2006 have vested.

**7. Income Taxes**

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities recognized for financial reporting and the amounts recognized for income tax purposes. The significant components of deferred tax assets as of March 31, 2006 are as follows:

Assets	
Approximate net operating loss	13,182,000
Less: valuation allowance	(13,182,000)
	<u>\$ -</u>

Management believes that it is more likely than not that forecasted taxable income will not be sufficient to utilize the tax carryforwards before their expiration in 2012 and 2025 to fully recover the asset. As a result, the amount of the deferred tax assets considered realizable was reduced 100% by a valuation allowance. In the near term, if estimates of future taxable income are increased, such an increase will change the valuation allowance. The Company has no other deferred tax assets or liabilities.

**8. Profit Sharing Plan**

The Company established and maintained until the end of 2003 a profit-sharing plan that covered all employees who had attained twenty-one years of age and satisfied a one-year service requirement. Contributions to the plan were at the discretion of the board of directors; however, the contribution could not exceed 15% of compensation for the eligible employees in any single tax year. Since inception through the end of 2003, profit sharing expense amounted to \$51,000. This plan was dissolved in 2003, and all contributions were distributed back to the plan’s participants.

**9. Research Agreement**

The Company is party to an agreement whereby certain research is being performed by the Russian Research Centre, known as the Kurchatov Institute (“RRC”), on the Company’s fuel designs. All the funding under this agreement is supplied by the Company. The Company is also a party to another agreement whereby research relating only to thermal-hydraulic testing is performed by the Brookhaven National Laboratory in cooperation with the RRC. The funding is supplied by the United States Department of Energy Initiatives for Proliferation Prevention Program (DOE-IPP) and the Company directly to Brookhaven National Laboratory. At March 31, 2006, the Company fulfilled its funding obligation in full with respect to this agreement.

**10. Commitments and Contingencies**

*Firm Price Commitments*

The Company entered into a firm price commitment agreement in connection with its participation in the pre-conceptual design phase for the construction of a high-temperature test and research reactor in Texas. The agreement has created a firm commitment by the Company for a minimum of \$1.25 million financial contribution toward the project. A minimum payment of \$50,000 on the agreement was due and paid on February 22, 2006, with 10 additional payments totaling \$1.2 million due by December 31, 2006.

The Company also executed an amendment to its cooperative research agreement with Kurchatov Institute, expanding the scope of work and committing \$65,000 (paid \$10,000) toward those research and development activities. The work to be performed under this amendment is to be completed by July 31, 2006.

*Lease Commitments*

The Company leases office space. Future estimated rental payments under these operating leases are as follows:

	<u>Dollars</u>
Year ending December 31, 2006	4,500

**11. Related Parties**

The Company has both made loans to and received loans from related parties since its inception. In 2001, Thorium Power made a \$50,000 loan, which was repaid during the year, to a related party. Thorium Power received \$1,361 in interest income from the related party associated with this loan. Since inception, Thorium Power has made approximately \$285,000 in loans to related parties. Of this amount, \$125,000 was a note received from a related party in exchange for the purchase of the Company’s stock. These loans, which generated \$1,648 of interest income from related parties, were repaid, with the exception of approximately \$1,000 written off in 1998. At March 31, 2006, \$17,500 was due to related parties.

**12. Capital Stock Transactions**

For the three month period ended March 31, 2006, we sold 327,035 shares of our common stock in a private placement to 27 accredited investors and received proceeds from the sale of these shares totalling \$1,539,674.

# Child, Van Wagoner & Bradshaw, PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY OF CERTIFIED PUBLIC ACCOUNTANTS

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To The Board of Directors  
Thorium Power, Inc.  
Washington, DC

We have audited the accompanying balance sheets of Thorium Power, Inc.(a development stage enterprise) as of December 31, 2005 and 2004, and the related statements of operations, statement of changes in stockholders' equity, and cash flows for the years then ended and for the period from January 1, 2002 to December 31, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements from January 8, 1992 (date of inception), to December 31, 2001. Those statements were audited by other auditors, whose report dated March 29, 2002, gave an unqualified opinion thereon.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States of America). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting, as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Thorium Power, Inc. (a development stage enterprise) as of December 31, 2005 and 2004, and the results of its operations and its cash flows for each of the two years then ended and for the period from January 1, 2002 to December 31, 2005, in conformity with accounting principles generally accepted in the United States of America.

Child, Van Wagoner & Bradshaw, PLLC  
Salt Lake City, Utah  
April 5, 2006

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Balance Sheet**  
**December 31, 2005 and December 31, 2004**

	<u>2005</u>	<u>2004</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 283	\$ 462
Prepaid expenses and other current assets:		
Prepayment of premium for directors & officers liability insurance	3,881	3,881
Prepayment of premium for life insurance	911	911
Other prepaid expenses and current assets	<u>1,488</u>	<u>2,014</u>
<b>Total Current Assets</b>	<u>6,563</u>	<u>7,268</u>
<b>PROPERTY, PLANT AND EQUIPMENT</b>		
Property, plant and equipment	36,096	31,235
Accumulated depreciation	<u>(14,881)</u>	<u>(22,156)</u>
<b>Total Property, Plant and Equipment</b>	<u>21,215</u>	<u>9,079</u>
<b>OTHER ASSETS</b>		
Patent costs - net of accumulated amortization of \$193,794 and \$176,524 respectively	211,211	223,959
Security deposits	<u>7,567</u>	<u>7,412</u>
<b>Total Other Assets</b>	<u>218,778</u>	<u>231,371</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 246,556</u></u>	<u><u>\$ 247,718</u></u>

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Balance Sheet**  
**December 31, 2005 and December 31, 2004**

	<u>2005</u>	<u>2004</u>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	4,135	-
Accrued expenses and accounts payable:		
Accrued salaries	387,500	205,000
Accrued legal fees	207,276	238,405
Other accrued expenses and accounts payable	338,090	346,560
Note payable	45,930	55,600
Other current liabilities	<u>5,910</u>	<u>5,899</u>
<b>Total Current Liabilities</b>	<u>988,841</u>	<u>851,464</u>
<b>LONG-TERM LIABILITIES</b>		
Note payable	<u>14,818</u>	
<b>Total Liabilities</b>	<u>1,003,659</u>	<u>851,464</u>
<b>STOCKHOLDERS' DEFICIENCY</b>		
Common Stock-\$.05 par value-authorized 20,000,000 shares; issued and outstanding 3,362,984 shares and 3,286,211 shares, respectively	168,149	164,311
Common stock and warrants - Additional paid-in capital	14,544,410	13,941,101
Deficit accumulated during the development stage	<u>(15,469,662)</u>	<u>(14,709,158)</u>
<b>Total Stockholders' Deficiency</b>	<u>(757,103)</u>	<u>(603,746)</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>	<u><u>\$ 246,556</u></u>	<u><u>\$ 247,718</u></u>

*The accompanying notes are an integral part of these financial statements.*



**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Operations**

	<u>For the years ended December 31</u>		<u>Cumulative From January 8, 1992 Through December 31, 2005</u>
	<u>2005</u>	<u>2004</u>	
<b>Revenue</b>			
License revenue	\$ -	-	\$ 624,985
<b>Total Revenue</b>	<u>-</u>	<u>-</u>	<u>624,985</u>
<b>Costs and expenses</b>			
Research and development	17,500	-	3,892,158
Salaries	257,383	231,271	3,505,014
Professional fees	14,527	32,257	2,063,125
Stock based compensation	303,055	351,253	2,229,871
Other selling, general and administrative expenses	168,093	359,998	4,436,180
<b>Total operating expenses</b>	<u>760,558</u>	<u>974,779</u>	<u>16,126,348</u>
Loss from operations	760,558	974,779	15,501,363
<b>Other (income) expenses</b>			
Interest income	-	0	(108,142)
Other income	(54)	(105)	(159)
Settlement costs	-	0	76,600
<b>Net Loss</b>	<u>\$ 760,504</u>	<u>974,674</u>	<u>\$ 15,469,662</u>
Basic and diluted net loss per share	0.23	0.30	
Number of shares used to compute per share data	3,314,862	3,249,421	

*The accompanying notes are an integral part of these financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional	Accumulated	Stockholders'
	Shares	Amount	Paid-in Capital	(Deficit)	Equity
<b>Inception - January 8, 1992</b>					
Authorized 2,500,000 shares - \$.05 par value	-	\$ -	\$ -	\$ -	-
Issuance of common stock for technology and service	1,200,000	60,000	-	-	60,000
Net (loss) for the period ended	-	-	-	(60,000)	(60,000)
<b>Balance - January 1, 1993</b>	1,200,000	60,000	-	(60,000)	-
Issuance of common stock and warrants for cash	258,500	12,925	535,030	-	547,955
Issuance of stock in exchange for services	47,000	2,350	20,000	-	22,350
Exercise of stock options and warrants	10,000	500	99,500	-	100,000
Net (loss) for the year ended December 31, 1993	-	-	-	(81,526)	(81,526)
<b>Balance - January 1, 1994</b>	1,515,500	75,775	654,530	(141,526)	588,779
Authorized 10,000,000 shares - \$.05 par value					
Issuance of common stock and warrants for cash	26,200	1,310	260,690	-	262,000
Issuance of stock in exchange for services	10,000	500	9,500	-	10,000
Issuance of options to non-employees for services	-	-	15,400	-	15,400
Net (loss) for the year ended December 31, 1994	-	-	-	(639,861)	(639,861)
<b>Balance - January 1, 1995</b>	1,551,700	77,585	940,120	(781,387)	236,318
Issuance of common stock and warrants for cash	41,500	2,075	412,925	-	415,000
Issuance of stock in exchange for services	7,800	390	7,410	-	7,800
Exercise of stock options and warrants	10,000	500	9,500	-	10,000
Net (loss) for the year ended December 31, 1995	-	-	-	(1,088,082)	(1,088,082)
<b>Balance - January 1, 1996</b>	1,611,000	80,550	1,369,955	(1,869,469)	(418,964)
Issuance of common stock for cash	30,300	1,515	301,485	-	303,000
Issuance of common stock for services	8,000	400	7,600	-	8,000
Exercise of stock options and warrants	34,000	1,700	32,300	-	34,000
Issuance of options to non-employees for services	-	-	7,950	-	7,950
Net (loss) for the year ended December 31, 1996	-	-	-	(763,179)	(763,179)
<b>Balance Forward</b>	1,683,300	\$ 84,165	\$ 1,719,290	\$ (2,632,648)	\$ (829,193)

*Continued*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional Paid-in Capital	Accumulated (Deficit)	Stockholders' Equity
	Shares	Amount			
<b>Balance - January 1, 1997</b>	1,683,300	\$ 84,165	\$ 1,719,290	\$ (2,632,648)	\$ (829,193)
Issuance of common stock and warrants for cash	56,700	2,835	564,165	-	567,000
Exercise of stock options and warrants	51,000	2,550	79,450	-	82,000
Issuance of options to non-employees for services	-	-	15,960	-	15,960
Net (loss) for the year ended December 31, 1997	-	-	-	(598,718)	(598,718)
<b>Balance - January 1, 1998</b>	1,791,000	89,550	2,378,865	(3,231,366)	(762,951)
Issuance of common stock and warrants for cash	66,536	3,327	662,033	-	665,360
Exercise of stock options and warrants	280,000	14,000	456,000	-	470,000
Issuance of options to non-employees for services	-	-	1,325	-	1,325
Net (loss) for the year ended December 31, 1998	-	-	-	(792,185)	(792,185)
<b>Balance - January 1, 1999</b>	2,137,536	106,877	3,498,223	(4,023,551)	(418,451)
Issuance of common stock for cash	35,675	1,784	354,966	-	356,750
Exercise of stock options and warrants	35,250	1,762	180,738	-	182,500
Net (loss) for the year ended December 31, 1999	-	-	-	(822,803)	(822,803)
<b>Balance - January 1, 2000</b>	2,208,461	110,423	4,033,927	(4,846,354)	(702,004)
Issuance of common stock for cash	284,600	14,230	2,831,770	-	2,846,000
Issuance of common stock for services	102,000	5,100	449,900	-	455,000
Net (loss) for the year ended December 31, 2000	-	-	-	(1,487,354)	(1,487,354)
<b>Balance - January 1, 2001</b>	2,595,061	129,753	7,315,597	(6,333,708)	1,111,642
Issuance of common stock and warrants for cash	350,000	17,500	3,468,031	-	3,485,531
Issuance of common stock for settlement	10,000	500	36,100	-	36,600
Exercise of stock options and warrants	28,600	1,430	139,570	-	141,000
Modification of options	-	-	28,500	-	28,500
Net (loss) for the year ended December 31, 2001	-	-	-	(2,606,466)	(2,606,466)
<b>Balance Forward</b>	2,983,661	\$ 149,183	\$ 10,987,798	\$ (8,940,174)	\$ 2,196,807

*See notes to financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Changes in Stockholders' Equity**

	Common Stock		Additional	Accumulated	Stockholders'
	Shares	Amount	Paid-in Capital	(Deficit)	Equity
<b>Balance - January 1, 2002</b>	2,983,661	149,183	10,987,798	(8,940,174)	2,196,807
Issuance of common stock and warrants for cash	5,000	250	49,750	-	50,000
Exercise of stock options and warrants	5,000	250	22,750	-	23,000
Issuance of common stock not previously recognized	1,000	50	(50)	-	-
Net (loss) for the year ended December 31, 2002	-	-	-	(2,224,775)	(2,224,775)
<b>Balance - January 1, 2003</b>	2,994,661	149,733	11,060,248	(11,164,949)	45,032
Issuance of common stock and warrants for cash	115,000	5,750	604,250	-	610,000
Exercise of stock options and warrants	106,300	5,315	157,685	-	163,000
Modifications of options and warrants	-	-	1,506,427	-	1,506,427
Issuance of common stock not previously recognized	5,000	250	(250)	-	-
Net (loss) for the year ended December 31, 2003	-	-	-	(2,569,534)	(2,569,534)
<b>Balance - January 1, 2004</b>	3,220,961	\$ 161,048	\$ 13,328,360	\$ (13,734,483)	\$ (245,075)
Issuance of common stock and warrants for cash	63,500	3,175	254,576	-	257,751
Loan conversion into stock	1,750	88	6,913	-	7,000
Issuance of options to non-employees for services	-	-	351,253	-	351,253
Net (loss) for the year ended December 31, 2004	-	-	-	(974,674)	(974,674)
<b>Balance - January 1, 2005</b>	3,286,211	\$ 164,311	\$ 13,941,101	\$ (14,709,158)	\$ (603,746)
Issuance of common stock and warrants for cash	65,998	3,300	257,692	-	260,992
Loan conversion into stock	10,775	539	42,561	-	43,100
Issuance of options to non-employees for services	-	-	303,055	-	303,055
Net (loss) for the year ended December 31, 2005	-	-	-	(760,504)	(760,504)
<b>Balance Forward</b>	3,362,984	\$ 168,149	\$ 14,544,410	\$ (15,469,662)	\$ (757,103)

*See notes to financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Cash Flows**

	For the years ended December 31		Cumulative From January 8, 1992 Through December 31, 2005
	2005	2004	
<b>Cash flows from operating activities:</b>			
Net loss	\$ (760,504)	\$ (974,674)	\$ (15,469,662)
Adjustments to reconcile net (loss) to net cash provided by (used by) operating activities:			
Write-off of foreign patent, including amortization	-	-	75,000
Depreciation and amortization	22,704	40,700	271,325
(Gain) loss on disposition of fixed assets	3,710	80,227	86,855
Issuance of stock in exchange for technology and services	-	-	88,250
Stock based compensation	303,055	351,253	2,229,870
(Increase) decrease in prepaid and other expenses	525	38,651	(6,280)
Increase (decrease) in accrued and other expenses	142,913	198,279	938,777
Net cash used by operating activities	(287,597)	(265,564)	(11,785,865)
<b>Cash flows from investing activities:</b>			
Patent costs	(4,523)	(40,238)	(405,005)
Security deposits	(154)	(1,520)	(7,567)
Purchase of equipment	(22,217)	-	(274,184)
Loans granted - related parties	-	-	(160,365)
Repayment of loans - related parties	-	-	160,365
Proceeds from sale of property and equipment	937	12,596	13,583
Net cash used by investing activities	(25,957)	(29,162)	(673,173)
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of stock	260,992	257,750	12,295,338
Proceeds from loans - related parties	85,227	26,750	384,690
Repayment of loans - related parties	(51,796)	(15,550)	(239,659)
Proceeds from loan from payroll service	-	-	42,663
Repayment of loan from payroll service	-	-	(42,663)
Net changes in current portion of long-term debt	4,135	-	4,135
Proceeds from issuance of long-term debt	18,082	-	18,082
Principal repayments of long-term debt	(3,265)	-	(3,265)
Net cash provided by financing activities	313,375	268,950	12,459,321
Net increase (decrease) in cash and cash equivalents	(179)	(25,776)	283

*See notes to financial statements.*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Statements of Cash Flows**

	For the years ended December 31		Cumulative From January 8, 1992 Through December 31, 2005
	2005	2004	
Cash and cash equivalents - beginning	462	26,238	-
Cash and cash equivalents - end	<u>\$ 283</u>	<u>\$ 462</u>	<u>\$ 283</u>
Supplemental disclosures			
Cash paid - interest	\$ 2,621	\$ -	\$ 4,810
Non-Cash Transactions:			
Conversion of debt to equity	43,100	7,000	99,100

*See notes to financial statements.*

**1. The Company and Business Operations**

Radkowsky Thorium Power Corp., incorporated in the state of Delaware on January 8, 1992, changed its name to Thorium Power, Inc. in April 2001. Thorium Power, Inc. (the “Company”) is engaged in the development, promotion and marketing of its three patented nuclear fuel designs: (1) Thorium/weapons-grade plutonium disposing fuel, (2) Thorium/reactor-grade plutonium disposing fuel, and (3) Thorium/uranium nuclear fuel. These fuels are designed to be used in existing light water reactors. Presently, the Company is focusing most of its efforts on demonstrating and testing its thorium/weapons-grade plutonium disposing fuel for the Russian VVER-1000 reactors.

The Company’s future customers may include nuclear fuel fabricators and/or nuclear power plants, and/or U.S. or foreign governments.

Substantially all of the Company’s present research activities are in Russia. The Company’s research operations are subject to various political, economic, and other risks and uncertainties inherent in the country of Russia.

The Company’s nuclear fuel process is dependent on the ability of suppliers of the mineral Thorium, to provide it to the Company’s future customers on a timely basis and also on favorable pricing terms. The loss of certain principal suppliers of Thorium or a significant reduction in Thorium availability from principal suppliers could have a material adverse effect on the future operations of the Company being able to license its patent.

The Company participates in a highly regulated industry that is characterized by governmental regulation. The Company’s results of operations are affected by a wide variety of factors including general economic conditions, decreases in the use or public favor of nuclear power, the ability of its technology, the ability to safeguard the production of nuclear power and safeguarding its patents and intellectual property from competitors. Due to these factors, the Company may experience substantial period-to-period fluctuations in future operating results.

The Company in the future may be designated as a potentially responsible party (PRP) by federal and state agencies with respect to certain sites with which the Company may have direct or indirect future involvement. Such designations can be made regardless of the extent of the Company’s involvement.

Operations to date have been devoted primarily to filing for patents, developing strategic relationships within the industry, securing political and financial support from the United States and Russian governments, continued development of the fuel designs and administrative functions. The Company, therefore, prepares its financial statements as a Development Stage Enterprise.

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## **2. Summary of Significant Accounting policies**

A summary of significant accounting policies follows:

*a. Revenue Recognition -*

All of the Company's prior revenue had been derived from licensing fees from nuclear industry commercial partners.

Once the company's technology has advanced to the level when it is funded by the US Government on an ongoing basis as part of the plutonium disposition program, the company will seek to license its technology to major government contractors or nuclear companies, working for the US and other governments. We expect that our revenue from license fees will be recognized on a straight-line basis over the expected period of the related license term.

The Company may receive employment and research grants from various U.S. governmental agencies, and these grants will be recognized in earnings in the period in which the related expenditures are incurred. Capital grants for the acquisition of equipment will be recorded as reductions of the related equipment cost and reduce future depreciation expense.

Total subsidies and grants from the US government totaled \$5.45 million cumulative from inception to December 31, 2005. These amounts were paid directly from the US government to third party research and development companies and were not recognized in income because of the direct payment from the US Government to third party researchers on the Thorium project.

*b. Patent Costs -* Patent costs represent legal fees and filing costs capitalized and amortized over their estimated useful lives of 20 years. Amortization expense for Patents was \$17,270 and \$17,044 for the years ended December 31, 2005 and 2004 and \$193,794 for the cumulative period from Inception to December 31, 2005.

*c. Cash Equivalents -* Cash equivalents consist of cash and cash investments with maturities of three months or less at the time of purchase.

*d. Start-Up Costs -* The Company, in accordance with the provisions of the American Institute of Certified Public Accountants' Statement of Position (SOP) 98-5, "Reporting on the Costs of Start-up Activities", expenses all start-up and organizational costs as they are incurred.

*Continued*



*e. Property, Plant and Equipment* - Property, Plant and Equipment is comprised of leasehold improvements, an automobile, and office equipment and is stated at cost less accumulated depreciation. Depreciation of furniture, computer and office equipment is computed over the estimated useful life of the asset, generally five and seven years respectively, utilizing the double declining balance methodology. Depreciation for the leasehold improvements is computed using the straight-line method over the 5 year term of the lease. Upon disposition of assets, the related cost and accumulated depreciation are eliminated and any gain or loss is included in the statement of income. Expenditures for major improvements are capitalized. Maintenance and repairs are expensed as incurred.

*f. Long-Lived Assets* - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or any other significant adverse change that would indicate that the carrying amount of an asset or group of assets is not recoverable.

For long-lived assets used in operations, impairment losses are only recorded if the asset's carrying amount is not recoverable through its undiscounted, probability-weighted cash flows. We measure the impairment loss based on the difference between the carrying amount and estimated fair value.

*g. Estimates and Assumptions* - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

The financial statements include some amounts that are based on management's best estimates and judgments. The most significant estimates relate to contingencies, and the valuation of stock options, stock warrants and stock issued for services. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

*h. Stock-based Compensation* - Employees. When stock based compensation is issued to employees and directors, in connection with their services as directors, the revised Statement of Financial Accounting Standards No. 123 'Accounting for Stock Based Compensation' ("SFAS 123(R)") requires companies to record compensation cost for stock based employee compensation plans at fair value. From inception through 2003, the Company accounted for stock based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, 'Accounting for Stock Issued to Employees' ("APB No. 25"). APB No. 25 requires no recognition of compensation expense for the stock based compensation arrangements provided by the Company where the exercise price is equal to the market price at the date of the grants.

Non-Employees - When stock based compensation is issued to non-employees, the Company records these transactions at the fair market value of the equity instruments issued or the goods or services received whichever is more reliably measurable.

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123 (Revised 2004), Share-Based Payment, (FAS-123R). This statement replaces FAS-123, Accounting for Stock-Based Compensation, supersedes APB Opinion No. 25, Accounting for Stock Issued to Employees, and amends FAS-95, Statement of Cash Flows. FAS-123R requires companies to apply a fair-value-based measurement method in accounting for shared-based payment transactions with employees and to record compensation cost for all stock awards granted after the required effective date and for awards modified, repurchased, or cancelled after that date. The scope of FAS-123R encompasses a wide range of share-based compensation arrangements, including share options, restricted share plans, performance-based awards, share appreciation rights, and employee share purchase plans.

FAS-123R is effective for our Company January 1, 2006, however the Company has decided to adopt FAS-123R in 2004 as reflected in its financial position at December 31, 2005 and 2004 for its results of operations for the years then ended. Companies are permitted to apply the modified retrospective method either (a) to all prior periods presented for which FAS-123 was effective or (b) to prior interim periods of the year in which FAS-123R is adopted. Under the modified retrospective method, the recognition of compensation cost under FAS-123R is generally the same as the accounting under the modified prospective method discussed previously for (a) awards granted, modified, or settled subsequent to the adoption of FAS-123R, and (b) awards granted prior to the date of adoption of FAS-123R for which the requisite service period has not been completed (i.e., unvested awards). There were no restatements or transition adjustments recorded.

- i. *Income Taxes* - Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

j. *Earnings per Share* - Basic net earnings (loss) per common share is computed by dividing net earnings (loss) applicable to common shareholders by the weighted-average number of common shares outstanding during the period. Diluted net earnings (loss) per common share is determined using the weighted-average number of common shares outstanding during the period, adjusted for the dilutive effect of common stock equivalents, consisting of shares that might be issued upon exercise of common stock options. In periods where losses are reported, the weighted-average number of common shares outstanding excludes common stock equivalents, because their inclusion would be anti-dilutive.

k. *New Accounting Pronouncements* - In December 2004, the FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29". SFAS 153 is effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005, with earlier application permitted. The adoption of SFAS 153 is not expected to have a material impact on our results of operations or financial position.

In March 2005, the FASB issued FASB Interpretation No. 47, "Accounting for Conditional Asset Retirement Obligations," (FIN 47). FIN 47 is an interpretation of SFAS No. 143, "Asset Retirement Obligations," which was issued in June 2001. FIN 47 was issued to address diverse accounting practices that have developed with regard to the timing of liability recognition for legal obligations associated with the retirement of a tangible long-lived asset in which the timing and/or method of settlement are conditional on a future event that may or may not be within the control of the entity. According to FIN 47, uncertainty about the timing and/or method of settlement of a conditional asset retirement obligation should be factored into the measurement of the liability when sufficient information exists. FIN 47 also clarifies when an entity would have sufficient information to reasonably estimate the fair value of an asset retirement obligation. FIN 47 is effective no later than December 31, 2005 for our company. The Company is currently evaluating the impact of the adoption of FIN 47 on its financial statements.

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### 3. Status of the Company

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has sustained operating losses while not generating steady revenues. However, the Company's business plan anticipates the Company's products will become ready for market and revenue generating sometime between 2010 and 2012. Therefore, the Company makes use of issuances of stock to provide funds for operations.

Until such time as the Company's products become ready for market and revenue generating, the Company's ability to operate is dependent upon receiving additional corporate funding in the form of issuances of stock, new debt, or government funding.

The financial statements do not include any adjustments relating to the recovery and classification of recorded asset amounts and classifications of liabilities that might be necessary should the Company be unable to meet its current obligations and, therefore, be unable to continue as a going concern.

### 4. Research and Development Costs

Research and development costs amounted to \$17,500 and nil for the years ended December 31, 2005 and 2004 respectively and \$3,892,158 cumulative from inception date through December 31, 2005.

### 5. Property Plant and Equipment

The following represents the detail of Thorium Power's property, plant and equipment at December 31, 2005 and 2004:

December 31, 2005	<u>Original Costs</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Furniture, computer and office equipment	13,879	11,821	2,058
Automobile	22,217	3,060	19,157
	<u>\$ 36,096</u>	<u>\$ 14,881</u>	<u>\$ 21,215</u>

*Continued*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

December 31, 2004

	<u>Original Costs</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Furniture, computer and office equipment	31,235	22,156	9,079
	<u>\$ 31,235</u>	<u>\$ 22,156</u>	<u>\$ 9,079</u>

**6. Stock Options and Warrants**

The Company maintains no formal plan for stock options and warrants. Options are issued to employees, directors and others for services provided to the Company. Warrants are issued in connection with sales of stock. Since the Company's stock is not publicly traded, there is insufficient historical information about the past volatility of the Company's stock, and there are no similar public entities for which stock information is available. We have estimated the expected volatility of the Company's stock using a fair value method, as shown below. As a result, options granted to both employees and non-employees for services are accounted for under the calculated value method, as described in paragraphs A43-A48 of SFAS 123(R), using a Black-Scholes option-pricing model with the following weighted average assumptions:

	<u>2002 and prior</u>	<u>2003</u>	<u>2004-2005</u>
Expected life of options	Actual life	Actual life	Actual life
Risk-free interest rate	5%	4%	4%
Volatility of stock	100%	100%	32%
Expected dividend yield	-	-	-

The calculated value method under SFAS 123(R) permits for non-public companies substitution of the historical volatility of an appropriate industry sector index for the expected volatility of the Company's stock price as an assumption in the valuation model. The Company identified and selected the Standard & Poor's 600 small-cap index for the U.S. energy sector as the one most closely reflecting the present size of the Company and the industry in which the Company operates. The volatility in the Black-Scholes valuation model used by the Company is calculated based on the historical volatility of the above industry sector index, as measured by the standard deviation of daily historical closing values for the period of time prior to the grant date of stock options that is equal in length to the expected term of the granted stock options. If historical closing values of the above index are not available for the entire expected term, then the Company uses the closing values for the longest period of time available.

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**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

Presented below is a summary of the options and warrants activity since January 1, 1993:

	Beginning Balance	In Exchange for Services	In Connection with purchase of stock	Issued as Incentive	Converted to stock/ Exercised	Expired	Repriced	Ending Balance
<b>1/1/1993</b>								<b>12/31/1993</b>
\$1 per share	0	1,040,000	35,000	15,000	(10,000)			1,080,000
\$5 per share	0		220,000					220,000
\$10 per share	0							0
								1,300,000
<b>1/1/1994</b>								<b>12/31/1994</b>
\$1 per share	1,080,000	95,000						1,175,000
\$5 per share	220,000	50,000	25,000					295,000
\$10 per share	0	55,000	36,100					91,100
								1,561,100
<b>1/1/1995</b>								<b>12/31/1995</b>
\$1 per share	1,175,000				(10,000)		25,000	1,190,000
\$5 per share	295,000	155,000					(25,000)	425,000
\$10 per share	91,100	30,000	41,500	5,000				167,600
								1,782,600
<b>1/1/1996</b>								<b>12/31/1996</b>
\$1 per share	1,190,000				(34,000)		100,000	1,256,000
\$5 per share	425,000	60,000					(82,500)	402,500
\$10 per share	167,600	25,000	30,300	14,000			(17,500)	219,400
								1,877,900
<b>1/1/1997</b>								<b>12/31/1997</b>
\$1 per share	1,256,000				(47,500)		81,000	1,289,500
\$5 per share	402,500						(42,500)	360,000
\$10 per share	219,400	118,000	56,700		(3,500)		(38,500)	352,100
								2,001,600

*Continued*

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

	Beginning Balance	In Exchange for Services	In Connection with purchase of stock	Issued as Incentive	Converted to stock/ Exercised	Expired	Repriced	Ending Balance
<b>01/01/1998</b>								<b>12/31/1998</b>
\$1 per share	1,289,500				(232,500)	(95,000)	55,000	1,017,000
\$5 per share	360,000				(47,500)	(172,500)	(50,000)	90,000
\$10 per share	352,100	2,500	9,500				(5,000)	359,100
								1,466,100
<b>01/01/1999</b>								<b>12/31/1999</b>
\$1 per share	1,017,000				(5,000)	(20,000)		992,000
\$5 per share	90,000				(25,000)			65,000
\$10 per share	359,100				(5,250)	(26,850)		327,000
								1,384,000
<b>01/01/2000</b>								<b>12/31/2000</b>
\$1 per share	992,000				(60,000)			932,000
\$5 per share	65,000		600,000		(5,000)			660,000
\$10 per share	327,000				(37,000)	(13,500)		276,500
								1,868,500
<b>01/01/2001</b>								<b>12/31/2001</b>
\$1 per share	932,000				(5,000)			927,000
\$5 per share	660,000				(20,000)			640,000
\$10 per share	276,500	223,000	700,000	625,000	(3,600)	(51,200)		1,769,700
								3,336,700
<b>01/01/2002</b>								<b>12/31/2002</b>
\$1 per share	927,000	-	-	-	(3,000)	(7,000)	-	917,000
\$5 per share	640,000	-	-	-	-	-	-	640,000
\$10 per share	1,769,700	-	10,000	(625,000)	(2,000)	(97,700)	-	1,055,000
								2,612,000

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**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

	Beginning Balance	In Exchange for Services	In Connection with purchase of stock	Issued as Incentive	Converted to stock/ Exercised	Expired	Repriced	Ending Balance
<b>01/01/2004</b>								<b>12/31/2004</b>
\$1 per share	2,017,000	-	-	-	-	-	-	2,017,000
\$4 per share	0	250,000	-	-	-	-	-	250,000
\$5 per share	80,000	-	-	-	-	-	-	80,000
\$9.73-\$10 per share	412,495	-	-	600	-	-	-	413,095
								2,760,095
<b>01/01/2005</b>								<b>12/31/2005</b>
\$1 per share	2,017,000	-	-	-	(1,000)	-	-	2,016,000
\$4 per share	250,000	225,000	-	-	-	-	-	475,000
\$5 per share	80,000	-	-	-	-	-	-	80,000
\$9.60-\$10 per share	413,095	-	-	705	-	-	-	413,800
								2,984,800

*Continued*  
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**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

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The 625,000 incentive warrants issued in 2001 were contingent upon achieving certain goals, including raising private capital. By December 31, 2002, these goals had not been met and, therefore, the warrants were voided. In addition, included in the 223,000 options issued in 2001, 100,000 are to a director of which all 100,000 have vested at December 31, 2004.

In September 2003, the Company reached an agreement with certain shareholders whereby, in exchange for certain concessions and a release of claim against the company, 1,200,000 warrants at \$5 and \$10 exercise price were repriced to \$1. In addition, 300,000 of those warrants had their expiration date extended three years from December 2004 to 2007. In connection with this repricing, the Company recorded a non-cash expense in the amount of \$1,506,427 in 2003. The Company also acknowledged certain prior obligations in connection with government negotiation and raising of capital totalling approximately \$130,000. The Company also gave antidilution rights to these shareholders for a period of three years from September 2003.

Also in 2003, pursuant to an antidilutive agreement with a shareholder, 50,000 options were repriced from \$10 to \$9.84 and 1,590 stock options were issued. 795 of these stock options expired in 2003. In 2004 and 2005, the price of those warrants was further reduced from \$9.84 to \$9.73 and from \$9.73 to \$9.60 and an additional 600 and 705 stock options were issued respectively.

The following summarizes information for options and warrants currently outstanding and exercisable at December 31, 2005 and 2004:

December 31, 2005	Number	Weighted average Remaining Life	Weighted- average exercise price
Range of Prices			
\$1.00	2,016,000	1.8 years	\$ 1.00
\$4.00	475,000	4.3 years	\$ 4.00
\$5.00	80,000	1.7 years	\$ 5.00
\$9.60-10.00	413,800	1.1 years	\$ 9.95
	<u>2,984,800</u>		<u>\$ 2.83</u>

**Thorium Power, Inc.**  
**(A Development Stage Enterprise)**  
**Notes to Financial Statements**

December 31, 2004	Number	Weighted average Remaining Life	Weighted- average exercise price
Range of Prices			
\$1.00	2,017,000	2.8 years	\$ 1.00
\$4.00	250,000	5.0 years	\$ 4.00
\$5.00	80,000	2.7 years	\$ 5.00
\$9.73-10.00	413,095	2.1 years	\$ 9.97
	<u>2,760,095</u>		<u>\$ 2.73</u>

Of the total number of stock options and warrants outstanding at December 31, 2005, 1,662,700 were stock options and the remaining 1,322,100 were warrants. All of the stock options and warrants outstanding at December 31, 2005 have vested.

## 7. Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities recognized for financial reporting and the amounts recognized for income tax purposes. The significant components of deferred tax assets as of December 31, 2005 are as follows:

<b>Assets</b>	
Net operating loss	12,850,000
Less: Valuation allowance	(12,850,000)
	<u>\$ -</u>

Management believes that it is more likely than not that forecasted taxable income will not be sufficient to utilize the tax carryforwards before their expiration in 2012 and 2025 to fully recover the asset. As a result, the amount of the deferred tax assets considered realizable was reduced 100% by a valuation allowance. In the near term, if estimates of future taxable income are increased, such an increase will change the valuation allowance. The Company has no other deferred tax assets or liabilities.

## 8. Profit Sharing Plan

The Company established and maintained until the end of 2003 a profit-sharing plan that covered all employees who had attained twenty-one years of age and satisfied a one-year service requirement. Contributions to the plan were at the discretion of the board of directors; however, the contribution could not exceed 15% of compensation for the eligible employees in any single tax year. Since inception through the end of 2003, profit sharing expense amounted to \$51,000. This plan was dissolved in 2003, and all contributions were distributed to the plans participants.

**9. Research Agreement**

The Company is party to an agreement whereby certain research is being performed by the Russian Research Centre, known as the Kurchatov Institute (“RRC”), on the Company’s fuel designs. All the funding under this agreement is supplied by the Company. The Company is also a party to another agreement whereby research relating only to thermal-hydraulic testing is performed by the Brookhaven National Laboratory in cooperation with the RRC. The funding is supplied by the United States Department of Energy Initiatives for Proliferation Prevention Program (DOE-IPP) and the Company directly to Brookhaven National Laboratory. At December 31, 2005, the Company fulfilled its funding obligation in full with respect to this agreement.

**10. Commitments and Contingencies**

The Company leases office space. Future estimated rental payments under these operating leases are as follows:

	Dollars
Year ending December 31, 2006	6,000

**11. Related Parties**

The Company has both made loans to and received loans from related parties since its inception. In 2001, Thorium Power made a \$50,000 loan, which was repaid during the year, to a related party. Thorium Power received \$1,361 in interest income from the related party associated with this loan. Since inception, Thorium Power has made approximately \$285,000 in loans to related parties. Of this amount, \$125,000 was a note received from a related party in exchange for the purchase of the Company’s stock. These loans, which generated \$1,648 of interest income from related parties, were repaid, with the exception of approximately \$1,000 written off in 1998.

Since inception, Thorium Power has received approximately \$385,000 in loans from related parties. Of this amount, \$240,000 has been repaid, \$99,100 was converted into capital and \$45,930 remains outstanding at December 31, 2005.

## **12. Subsequent Events**

### *a. Merger Agreement*

On February 14, 2006, Novastar Resources Ltd. ("Novastar Resources") entered into an Agreement and Plan of Merger (the "Merger Agreement") with the Company and TP Acquisition Corp., a direct wholly-owned subsidiary of Novastar Resources formed in connection with the transactions contemplated by the Merger Agreement. Concurrently therewith, Novastar Resources (1) adopted its 2006 Stock Plan, (2) entered into an employment agreement with Seth Grae, President and Chief Executive Officer of Thorium Power, (3) granted certain nonqualified stock options to Mr. Grae and (4) entered into a subscription agreement with Thorium Power for the purchase of 150,000 shares of common stock of Thorium Power for \$4.00 per share.

Under the Merger Agreement, each common share of Thorium Power will be converted into securities of Novastar Resources such that Thorium Power's current stockholders will own approximately 54.5% of the combined company, and each share of Novastar Resources common stock will remain outstanding. In addition, Novastar Resources anticipates the appointment of new directors and officers following the merger. The combined company will be headquartered in the Washington D.C. area, where Thorium Power is presently based.

The merger is conditioned upon, among other things, approvals by stockholders of Novastar Resources and Thorium Power of certain corporate matters, no legal impediment to the merger, the absence of any material adverse effect on Novastar Resources or Thorium Power, completion of due diligence reviews by both companies, the declaration of effectiveness of a registration statement by the Securities and Exchange Commission and any other necessary regulatory approvals.

### *b. Firm Price Commitments*

The Company entered into a firm price commitment agreement in connection with its participation in the pre-conceptual design phase for the construction of a high-temperature test and research reactor in Texas. The agreement has created a firm commitment by the Company for a minimum of \$1.25 million financial contribution toward the project. A minimum payment of \$50,000 on the agreement was due and paid on February 22, 2006, with 10 additional payments totaling \$1.2 million due by December 31, 2006.

The Company also executed an amendment to its cooperative research agreement with Kurchatov Institute, expanding the scope of work and committing \$65,000 toward those research and development activities. The work to be performed under this amendment is to be completed by July 31, 2006.

*c. Private equity financing*

Subsequently to December 31, 2005, the Company has raised a total of \$1.54 million in private equity investments. Of the \$1.54 million, \$550,000 was invested by Novastar Resources Ltd. and the remaining approximately \$990,000 came from a private equity placement that was conducted in January 2006.

**NOVASTAR RESOURCES, LTD.**

**UNAUDITED PRO FORMA FINANCIAL STATEMENTS**

**Basis of Presentation**

On February 14, 2006, Novastar Resources Ltd., entered into a Share Exchange Agreement with Thorium Power, Inc. and its stockholders, pursuant to which Novastar Resources Ltd. acquired all of the issued and outstanding capital stock of Thorium Power, Inc. in exchange for a total of 117,249,321 shares of our common stock, constituting 54.5% shares of Novastar Resources Ltd. issued and outstanding common stock at the time of the merger agreement, \$0.001 par value per share.

Novastar Resources Ltd expects to complete the acquisition of Thorium Power, Inc., pursuant to the Merger Agreement, sometime in 2006. The acquisition will be accounted for as a reverse merger effected by a share exchange, wherein Thorium Power, Inc. is considered the acquirer for accounting and financial reporting purposes.

The unaudited pro forma consolidated financial statements of Novastar Resources Ltd in the opinion of management include all material adjustments directly attributable to the share exchange contemplated by the Agreement. The unaudited pro forma consolidated balance sheet reflects the financial position of the company had the merger occurred on March 31, 2006. The pro forma consolidated statements of operations were prepared as if the transactions were consummated on March 31, 2006. These pro forma consolidated financial statements have been prepared for comparative purposes only and do not purport to be indicative of the results of operations which actually would have resulted had the transaction occurred on the date indicated and are not necessarily indicative of the results that may be expected in the future.

**Novastar Resources Ltd.**  
**Unaudited Pro Forma Condensed Consolidated Balance Sheet**  
**March 31, 2006**

**Note: This merger will be accounted for as a recapitalization of Thorium Power, Inc.**

	<b>Novastar</b>	<b>Thorium</b>		<b>Pro Forma Adjustment</b>	<b>PPM Equity Raise</b>	<b>Pro Forma</b>
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash	66,516	673,653	1	0	15,580,434	16,320,603
Prepaid Expenses	258,444	3,293		0		261,737
<b>Total Current Assets</b>	<b>324,960</b>	<b>676,946</b>		<b>0</b>	<b>15,580,434</b>	<b>16,582,340</b>
Property Plant and Equipment -net	55,290	19,968				75,258
<b>Other Assets</b>						
Investment in Thorium Power	700,000	0	2	(700,000)		0
Patent Costs - net	0	207,251				207,251
Security Deposits	0	7,567				7,567
<b>Total Other Assets</b>	<b>700,000</b>	<b>214,818</b>		<b>(700,000)</b>	<b>0</b>	<b>214,818</b>
<b>Total Assets</b>	<b>1,080,250</b>	<b>911,732</b>		<b>-700,000</b>	<b>15,580,434</b>	<b>16,872,416</b>
<b>Liabilities and Stockholders Equity</b>						
<b>Current Liabilities</b>						
Current portion long term debt	0	4,196				4,196
Accounts Payable	306,581	85,631				392,212
Accrued Liabilities	378,061	329,945				708,006
Due to related party	6,863	17,500				24,363
Other current liabilities	0	5,882				5,882
<b>Total Current Liabilities</b>	<b>691,505</b>	<b>443,154</b>		<b>0</b>		<b>1,134,659</b>
Notes Payable - long term	0	13,746		0		13,746
<b>Total Liabilities</b>	<b>691,505</b>	<b>456,900</b>		<b>0</b>		<b>1,148,405</b>
<b>Stockholders Equity</b>						
Common Stock	112,015	184,501	1		36,660	265,924
			2	(8,750)		
			3	117,249		
			5	(175,751)		
Additional Paid in Capital - Stock and Warrants	11,612,261	16,071,832	1		15,543,774	27,557,200
			2	(691,250)		
			3	(117,249)		
			4	(15,037,919)		
			5	175,751		
Common stock subscribed	250,000	0				250,000
Common stock reserved for issuance	4,150,000	0				4,150,000
Accumulated deficit - development stage	(15,037,919)	(15,801,501)	4	15,037,919		(15,801,501)
Deferred stock compensation	(697,612)	0				(697,612)
<b>Total Stockholders Equity</b>	<b>388,745</b>	<b>454,832</b>		<b>-700,000</b>	<b>15,580,434</b>	<b>15,724,011</b>
<b>Total Liabilities and Stockholders Equity</b>	<b>1,080,250</b>	<b>911,732</b>		<b>-700,000</b>	<b>15,580,434</b>	<b>16,872,416</b>

**Pro-Forma Adjustments**

## Pro-Forma Adjustment - 1

	<u>Debit</u>	<u>Credit</u>
Cash	15,580,434	
Common Stock		36,660
Additional Paid In Capital		15,543,774

To record private placement sale of 36,659,837 shares at \$.425 per share, money raised due to the merger

Note for pro-forma purposes only, this PPM equity raise is for accounting purposes deemed to be raised subsequent to the recapitalization of Thorium

## Pro-Forma Adjustment - 2

Common Stock - Thorium	8,750	
Additional Paid in Capital - Thorium	691,250	
Investment - Thorium Power		700,000
To eliminate Novastar's investment in Thorium		
175,000 shares at \$4 per share		

## Pro-Forma Adjustment - 3

Additional paid in Capital	117,249	
Common Stock		117,249

To record the issuance of Novastar stock pursuant to the merger agreement

Novastar will issue 117,249,321 common shares at \$.001 par value granting Thorium Shareholders a 54.5% interest in Novastar, prior to the private placement (Adjustment 1) above. In addition, Thorium management will control the combined entity and Board of Directors, therefore this will be accounted for as a recapitalization of Thorium Power, Inc. Novastar was a shell with minimal assets prior to the merger agreement

## Pro-Forma Adjustment - 4

Additional Paid in Capital - Novastar	15,037,919	
Retained Earnings - Novastar		15,037,919
To eliminate Novastar's retained earnings		

## Pro-Forma Adjustment - 5

Common Stock - Thorium	175,751	
Additional Paid In Capital		175,751

To eliminate Thorium's capital stock - recapitalization

March 31, 2006 Balance	184,501
Elimin. Of Novastar Invest	(8,750)



**Novastar Resources Ltd.**  
**Unaudited Pro Forma Condensed Consolidated Statement of Operations**  
**Fiscal Year Ended June 30, 2005**

	<u>Novastar</u>	<u>Thorium</u>		<u>Pro Forma Adjustment</u>	<u>Pro Forma</u>
Revenue	0	0			0
Operating Expenses	2,691,516	540,515			3,232,031
Other Income and Expense	-	327,129			327,129
Net Loss	2,691,516	867,644			3,559,160
Basic and Dilluted Loss Per Share	0.05	0.26			0.02
Weighted Avg. Shares Outstanding	57,188,970	3,282,142	1	117,249,321	174,438,291

Proforma Adjustment - 1

Novastar outstanding shares are restated to reflect the shares to be issued in the reverse merger, 117,249,321

**Novastar Resources Ltd.**  
**Unaudited Pro Forma Condensed Consolidated Statement of Operations**  
**For The Nine Months Ended March 31, 2006**

	<u>Novastar</u>	<u>Thorium</u>		<u>Pro Forma Adjustment</u>	<u>Pro Forma</u>
Revenue	-				
Operating Expenses	10,899,554	675,204			11,574,758
Other Income and Expense	0	303,867			303,867
Net Loss	10,899,554	979,071			11,878,625
Basic and Dilluted Loss Per Share	0.11	0.28			0.05
Weighted Avg. Shares Outstanding	103,148,271	3,436,629		117,249,321	220,397,592

Proforma Adjustment - 1

Novastar outstanding shares are restated to reflect the shares to be issued in the reverse merger, 117,249,321

See outstanding shares on 3/31/06 pro forma balance sheet

## AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER is entered into as of June \_\_, 2006 (this "Amendment") among NOVASTAR RESOURCES LTD., a Nevada corporation ("Novastar"), TP ACQUISITION CORP., a Delaware corporation and wholly-owned subsidiary of Novastar ("Acquisition Sub"), and THORIUM POWER, INC., a Delaware corporation ("Thorium Power"). Capitalized terms used, but not otherwise defined, herein have the meanings ascribed to such terms in the Agreement (as defined below).

## BACKGROUND

The Parties entered into an Agreement and Plan of Merger on February 14, 2006 (the "Agreement") relating to the acquisition by Novastar of one hundred percent (100%) of the outstanding common stock of Thorium Power through a reverse merger of Acquisition Sub with and into Thorium Power. The Parties now desire to enter into this Amendment to modify the terms of the Agreement as more specifically set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 1.2(a). Section 1.2(a) of the Agreement is deleted in its entirety and in lieu thereof the following new Section 1.2(a) is inserted:

“(a) *Purchase Price.*

(i) At the Closing, each issued and outstanding share of Thorium Power’s common stock, \$0.05 par value per share (the “**Thorium Power Common Stock**”) other than shares of Thorium Power Common Stock held by Novastar shall be converted into the right to receive 25.454 shares of Novastar’s common stock, \$0.001 par value per share (the “**Novastar Common Stock**”).

(ii) At the Closing, each Exchangeable Security that has an exercise price of \$5.00 or \$1.00 (constituting the only prices at which Exchangeable Securities are exercisable) shall be converted into the right to receive 22.750 and 11.936 shares of Novastar Common Stock, respectively.

(iii) All shares of Thorium Power Common Stock and all Exchangeable Securities will no longer be outstanding and will automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares of Thorium Power Common Stock or certificate or other instrument evidencing any such Exchangeable Securities that are so exchanged shall cease to have any rights with respect thereto, except the right to receive the shares of Novastar Common Stock to be issued in consideration therefor upon the surrender of such certificate or other instrument in accordance with Section 1.2(c), without interest.

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(iv) Any securities convertible into or exercisable for shares of Thorium Power Common Stock (the “***Thorium Power Convertible Securities***”) immediately prior to the Effective Time (other than the Exchangeable Securities) will become, at the Effective Time, securities exercisable for such number of shares of Novastar Common Stock as the holder of such securities would have received had such holder converted such securities into Thorium Power Common Stock immediately prior to the Closing. Appropriate adjustment will be made to any exercise or conversion price of such securities.”

2. Amendments to Section 1.4(d) - Definition of Conversion Ratio. Section 1.4(d) is deleted and in its place “[intentionally omitted]” is inserted.
3. Agreement. In all other respects, the Agreement shall remain in full force and effect.
4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NOVASTAR RESOURCES LTD.

By: /s/ Seth Grae  
Name: Seth Grae  
Title: President and Chief Executive Officer

TP ACQUISITION CORP.

By: /s/ Seth Grae  
Name: Seth Grae  
Title: President and Chief Executive Officer

THORIUM POWER, INC.

By: /s/ Seth Grae  
Name: Seth Grae  
Title: President and Chief Executive Officer

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AGREEMENT AND PLAN OF MERGER

DATED AS OF FEBRUARY 14, 2006

BY AND AMONG

NOVASTAR RESOURCES LTD.,

TP ACQUISITION CORP.,

AND

THORIUM POWER, INC.

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Schedule 2.20	-	Thorium Power - Restrictive Covenants
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Schedule 3.3	-	Novastar - No Violations; Consents And Approvals
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Schedule 3.10	-	Novastar - Capitalization
Schedule 3.11	-	Novastar - Financial Statements
Schedule 3.12	-	Novastar - Operation of Business
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Schedule 3.17	-	Novastar - Taxes
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Schedule 3.20	-	Novastar - No Brokers
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Schedule 4.4	-	Novastar - No New Proceedings
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Schedule 6.7	-	Preservation of Business

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is made as of February 14, 2006, by and among Novastar Resources Ltd., a Nevada corporation (“**Novastar**”), TP Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Novastar (“**Acquisition Sub**”), and Thorium Power, Inc., a Delaware corporation (“**Thorium Power**”). Novastar, Acquisition Sub, and Thorium Power are each referred to herein as a “**Party**” or collectively as the “**Parties**”.

### BACKGROUND

Novastar is the owner of certain rights to properties that Novastar believes may contain Thorium deposits and other rare earth minerals. Thorium Power designs proliferation resistant thorium based nuclear fuels. The boards of directors of Novastar and Thorium Power believe that a business combination of Novastar and Thorium Power would be in the best interests of the stockholders of both companies.

This Agreement contemplates a transaction in which Novastar will acquire one hundred percent (100%) of the outstanding common stock of Thorium Power through a reverse merger (the “**Merger**”) of Acquisition Sub with and into Thorium Power.

As a result of the Merger, Thorium Power will become a wholly-owned subsidiary of Novastar and the stockholders of Thorium Power will become stockholders of Novastar.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, intending to be legally bound hereby, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

### AGREEMENT

#### 1. THE MERGER AND CONSIDERATION; CERTAIN DEFINITIONS.

##### 1.1 The Merger.

(a) *Structure.* Subject to the terms and provisions of this Agreement, and in accordance with Section 251 of the General Corporation Law of the State of Delaware (the “**DGCL**”), at the Effective Time, Acquisition Sub shall be merged with and into Thorium Power. Thorium Power will be the surviving corporation of the Merger (sometimes hereinafter called the “**Surviving Corporation**”) and will continue its corporate existence under the laws of the State of Delaware as a subsidiary of Novastar. At the Effective Time, the separate corporate existence of Acquisition Sub shall cease. For federal income tax purposes, the parties intend that the Merger shall qualify as a tax-free reorganization under Section 351 and Section 368 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

(b) *The Closing.* The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Pillsbury Winthrop Shaw Pittman, 1540 Broadway, New York, New York 10036, commencing at 10:00 a.m. local time on the later to occur of (a) the business day following the date on which all the conditions set forth in Sections 4 and 5 have been satisfied or waived (other than conditions with respect to actions the respective Parties will take at the Closing itself); or (b) such other date as the parties may mutually determine (in each case, the “**Closing Date**”).

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(c) *Actions At The Closing.* At the Closing, (i) Novastar and Acquisition Sub will deliver to Thorium Power the various certificates, instruments, and documents referred to in Section 4 below, (ii) Thorium Power will deliver to Novastar the various certificates, instruments, and documents referred to in Section 5 below, and (iii) the Surviving Corporation shall file with the Secretary of State of the State of Delaware a properly executed Certificate of Merger.

(d) *Effect of Merger.*

(i) General. The Merger shall become effective at the time (the “**Effective Time**”) the Surviving Corporation files the Certificate of Merger with the Secretary of State of the State of Delaware. The Merger shall have the effect set forth in the DGCL.

(ii) Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation will be the Certificate of Incorporation of Acquisition Sub in effect immediately prior to the Merger.

(iii) Bylaws. The Bylaws of the Surviving Corporation will be the Bylaws of Acquisition Sub in effect immediately prior to the Merger.

(iv) Conversion of Capital Stock of Acquisition Sub. At and as of the Effective Time, each issued and outstanding share of capital stock of Acquisition Sub will be canceled and retired and shall cease to exist and neither shares of capital stock of the Surviving Corporation nor any cash, property, rights, other securities or obligations of the Surviving Corporation shall be issued therefor, except as provided in Section 1.2 below.

(v) Directors and Officers. The directors and officers of Thorium Power will be the directors and officers of the Surviving Corporation as of the Effective Time (retaining their respective positions and terms of office).

## 1.2 Merger Consideration.

(a) *Purchase Price.* At the Closing, each issued and outstanding share of Thorium Power’s common stock, \$0.05 par value per share (the “**Thorium Power Common Stock**”) other than shares of Thorium Power Common Stock held by Novastar shall be converted into the right to receive a number of shares of Novastar’s common stock, \$0.001 par value per share (the “**Novastar Common Stock**”) equal to the Conversion Ratio and each Exchangeable Security shall be converted into the right to receive a number of shares of Novastar Common Stock as specified in a resolution to be adopted by the board of directors of Thorium Power prior to the Closing; provided, however, that the total number of shares of Novastar Common Stock issued to the holders of Exchangeable Securities, in the aggregate, will not exceed 50% of the number represented by “X” in the definition of Conversion Ratio. All shares of Thorium Power Common Stock and all Exchangeable Securities converted in accordance with this paragraph will no longer be outstanding and will automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares of Thorium Power Common Stock or certificate or other instrument evidencing any such Exchangeable Securities shall cease to have any rights with respect thereto, except the right to receive the shares of Novastar Common Stock to be issued in consideration therefor upon the surrender of such certificate or other instrument in accordance with Section 1.2(c), without interest. Any securities convertible into or exercisable for shares of Thorium Power Common Stock (the “**Thorium Power Convertible Securities**”) immediately prior to the Effective Time (other than the Exchangeable Securities) will become, at the Effective Time, securities convertible into or exercisable for such number of shares of Novastar Common Stock as the holder of such securities would have received had such holder converted such securities into Thorium Power Common Stock immediately prior to the Effective Time. Appropriate adjustment will be made to any exercise or conversion price of such securities.

(b) *Cancellation of Thorium Power Common Stock; Issuance of Thorium Power Common Stock To Novastar.* At and as of the Effective Time, each issued and outstanding share of Thorium Power Common Stock, the Exchangeable Securities, the other Thorium Power Convertible Securities, and any other equity interest in Thorium Power issued and outstanding or held in Thorium Power's treasury shall automatically be canceled and extinguished and no payment shall be made in respect thereof except according to the provisions of this Agreement. No share of Thorium Power Common Stock or Exchangeable Security outstanding prior to the Effective Time shall be deemed to be outstanding or to have any rights after the Effective Time. After the Effective Time, there shall be no further registration of transfers of Thorium Power Common Stock or Exchangeable Securities outstanding immediately prior to the Effective Time on Thorium Power's security transfer books. At the Effective Time, Thorium Power shall issue a stock certificate to and in the name of Novastar for ten shares of Thorium Power Common Stock.

(c) *Exchange of Certificates.*

(i) As of the Effective Time, Novastar shall enter into an agreement (the terms of which shall be reasonably satisfactory to Thorium Power) with such bank or trust company as may be designated by Novastar (the "**Exchange Agent**"), which will provide that Novastar shall deposit with the Exchange Agent as of the Effective Time, for the benefit of the holders of shares of Thorium Power Common Stock and the Exchangeable Securities, for exchange in accordance with this Section 1, through the Exchange Agent, certificates representing the number of duly authorized whole shares of Novastar Common Stock issuable in connection with the Merger (such shares of Novastar Common Stock being referred to herein as the "**Exchange Fund**").

(ii) As soon as reasonably practicable after the Effective Time, and in any event within ten business days after the Effective Time, Novastar shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates or other instrument or instruments which immediately prior to the Effective Time represented outstanding shares of Thorium Power Common Stock or Exchangeable Securities (the “*Certificates*”) whose shares are converted pursuant to Section 1.2(a) a letter of transmittal in customary form, and instructions for use in effecting the surrender of the Certificates in exchange for certificates representing whole shares of Novastar Common Stock. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal duly executed and completed in accordance with its terms, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of shares of Novastar Common Stock, which such holder has the right to receive pursuant to the provisions of this Agreement and the Certificate so surrendered shall forthwith be cancelled. The Exchange Agent shall have discretion to determine and apply reasonable rules and procedures relating to the surrender for exchange of a Certificate that is lost or destroyed. In no event shall the holder of any Certificate be entitled to receive any fractional shares or interest on any funds to be received in the Merger.

(iii) Until surrendered as contemplated by Section 1.2(c)(ii), and subject to the rights of appraisal of any stockholder, each Certificate shall be deemed at any time after the Effective Time to represent ownership of the number of shares of Novastar Common Stock (and any rights derivative thereof) into which the number of shares of Thorium Power Common Stock or Exchangeable Securities represented thereby have been converted as contemplated by this Agreement.

(iv) No certificate or scrip representing fractional shares of Novastar Common Stock will be issued in the Merger upon the surrender for exchange of Certificates, and any such fractional share interests will not entitle the owner thereof to any rights of a stockholder of Novastar. Each holder of Certificates who would otherwise have been entitled to a fraction equal to one-half or more of a share of Novastar Common Stock will receive a full share of Novastar Common Stock, and fractional interests of less than one-half of a share of Novastar Common Stock will be canceled.

### 1.3 Appraisal Rights.

(a) Notwithstanding Section 1.2 above, shares of Thorium Power Common Stock which are held by a holder of Thorium Power Common Stock immediately prior to the Effective Time who has properly preserved and perfected appraisal rights with respect to such shares pursuant to Section 262 of the DGCL (“*Dissenting Stockholder*”), shall not be converted into Novastar Common Stock as specified in Section 1.2 hereof, and instead shall be treated in accordance with that provision of the DGCL, unless and until the right of such Dissenting Stockholder under Section 262 of the DGCL to payment for such Dissenting Stockholder’s shares shall cease.

(b) If any Dissenting Stockholder shall effectively withdraw or lose (through failure to perfect or otherwise) such Dissenting Stockholder's right to payment for any of such Dissenting Stockholder's shares under Section 262 of the DGCL, as the case may be, such Dissenting Stockholder's shares shall automatically be converted into Novastar Common Stock on the terms specified in Section 1.2 above.

(c) Each Dissenting Stockholder who becomes entitled, pursuant to the provisions of Section 262 of the DGCL, to payment of the fair value of any such Dissenting Stockholder's shares shall receive payment therefor from Thorium Power, and following the Merger, Novastar.

1.4 Certain Definitions. As used in this Agreement:

(a) "**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person.

(b) "**Confidential Information**" means (whether disclosed in writing or orally) any and all non-public and/or proprietary information with respect to the business, services, operations, assets, properties, financial condition, plans and prospects of a Party and its Subsidiaries and Affiliates including, without limitation, Intellectual Property and information relating to acquisition targets and acquisition strategies, pricing for acquisitions, financial information or projections and other information concerning acquisition targets and potential acquisition targets, proposed financing arrangements, customers and vendors, business strategies, plans and prospects, agreements, business records, information relating to intellectual property, marketing and sales strategies, pricing strategies, programs, source codes, object codes, algorithms and the related documentation, software designs (in each case regardless of the medium in which it is maintained or stored), internet strategies, URL designations and any other information which a Party designates that it has received pursuant to a confidentiality obligation to another Person, together with all derivative works, copies, reports, summaries, studies, compilations and other documentation which contain or otherwise reflect or are generated from any of the foregoing.

(c) "**Contract**" means any note, bond, mortgage, indenture, guarantee, other evidence of indebtedness, license, lease, option, employment agreement, contract, undertaking, understanding, covenant, agreement or other instrument, whether oral or written.

(d) "**Conversion Ratio**" means the quotient of (X minus ES) divided by TO, where

ES = the number of shares of Novastar Common Stock issuable in the aggregate to the holders of the Exchangeable Securities in accordance with Section 1.2(a) hereof;

**TO** = the number of shares of Thorium Power Common Stock outstanding immediately prior to the Closing; and

**X** = the product of **M** multiplied by **Y** (and shall equal, in the aggregate, the total number of shares of Novastar Common Stock issued in exchange for all of the equity securities of Thorium Power other than the Thorium Power Convertible Securities that are not Exchangeable Securities), where

**M** = 1.22471910112, and

**Y** = the sum of **NO** + **SS** + **FS** + **DS**, where

**NO** = the number of shares of Novastar Common Stock outstanding on the date hereof;

**SS** = the number of shares of Novastar Common Stock issued to Seth Shaw and Sean Mulhearn between the date hereof and the Closing Date for services rendered by Seth Shaw and Sean Mulhearn to Novastar (it being understood that for purposes of determining SS, any securities issued to Seth Shaw and Sean Mulhearn during such period that are convertible into or exercisable or exchangeable for Novastar Common Stock shall be deemed to have been so converted, exercised or exchanged);

**FS** = 4,180,000 plus the number of additional shares of Novastar Common Stock issued between the date hereof and the Closing Date in order to raise the aggregate \$2,750,000 since January 1, 2006, as described in Section 4.10 (it being understood that for purposes of determining FS, any securities issued in such financing that are convertible into or exercisable or exchangeable for Novastar Common Stock shall be deemed to have been so converted, exercised or exchanged); and

**DS** = the number of shares of Novastar Common Stock issued to directors and officers of Novastar (other than Seth Grae) between the date hereof and the Closing Date, which number shall not exceed 1,000,000 (it being understood that for purposes of determining DS, any securities issued to such directors and officers that are convertible into or exercisable or exchangeable for Novastar Common Stock shall be deemed to have been so converted, exercised or exchanged).

(e) **“Employee Benefit Plan”** means (a) any “employee pension benefit plan” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (**“ERISA”**)); (b) any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA); and (c) any other written or oral plan, agreement, program, policy, practice, contract, understanding, or other arrangement or commitment of any kind providing for, either directly or indirectly, compensation, bonuses, vacation, termination pay, performance awards, fringe benefits, insurance coverage, severance benefits, disability benefits, deferred compensation, stock options, stock purchase, phantom stock, stock appreciation or any type of stock-related awards, early retirement benefits, welfare benefits, one or more severance plans, any other form of incentive compensation or post-retirement compensation or any other employee benefit of any kind, whether formal or informal, funded or unfunded, and whether or not legally binding, which currently is or has been sponsored, maintained, contributed to, or required to be contributed to, by a Party, any Subsidiary of a Party, or any ERISA Affiliate, or for which a Party, any Subsidiary of a Party, or any ERISA Affiliate has or has had any obligation or any liability of any nature, contingent or otherwise, or for which there is a reasonable expectation of such obligation or liability, on or before the Closing for the benefit of any present or former employees, retirees, directors or independent contractors (or their beneficiaries, dependents or spouses) of a Party, any Subsidiary of a Party, or any ERISA Affiliate.



(f) “**Employee Pension Benefit Plan**” has the meaning set forth in Section 3(2) of ERISA.

(g) “**Employee Welfare Benefit Plan**” has the meaning set forth in Section 3(1) of ERISA.

(h) “**Encumbrance**” means a claim, lien, mortgage, encumbrance, pledge or other security interest of any kind.

(i) “**Environmental Laws**” means any federal, state or local law or ordinance or regulation pertaining to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC ss.ss.9601 et seq., the Emergency Planning and Community Right-to-Know Act, 42 USC ss.ss. 11001 et seq., and the Resource Conservation and Recovery Act, 42 USC ss.ss. 6901 et seq.

(j) “**ERISA Affiliate**” means any entity which with respect to a Party or Subsidiary of a Party is or was a member of (i) a controlled group of corporations (as defined in Section 414(b) of the Code); (ii) a group of trades or businesses under common control (as defined in Section 414(c) of the Code); or (iii) an affiliated service group (as defined under Section 414(m) of the Code or the regulations under Section 414(o) of the Code), any of which includes or included a Party or any Subsidiary of a Party.

(k) “**Exchangeable Securities**” means the Thorium Power Convertible Securities that have an exercise price of \$5.00 or less.

(l) “**GAAP**” means United States generally accepted accounting principles, consistently applied.

(m) “**Governmental Authorizations**” means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Legal Requirement.

(n) “**Governmental Entity**” means any:

(i) nation, state, county, city, town, village, district, or other political jurisdiction of any nature;

(ii) federal, state, local, municipal, foreign, or other government;

(iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(iv) multi-national organization or body; or

(v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) “**Hazardous Substance**” means asbestos, polychlorinated biphenyls, ureaformaldehyde, and any other materials classified as hazardous or toxic under any Environmental Laws.

(p) “**Intellectual Property**” means with respect to any Party and its Subsidiaries, collectively (a) trademarks, trade names, service marks, service names, domain names, uniform resource locators (URLs), keywords, designs, logos and assumed names; (b) copyrights and other rights in original works of authorship; (c) patents and industrial design registrations or applications (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing); (d) computer software programs or applications (in both source and object code versions), including any related technical documentation; (e) trade secrets and invention disclosures, that are owned by such Party, its Subsidiaries or any other Person and that have been or are used by such Party or its Subsidiaries in the operation of their respective businesses, or that are used in or necessary for the conduct of the respective businesses of such Party or its Subsidiaries as currently conducted or contemplated to be conducted; and (f) know-how and general intangibles of like nature, together with all goodwill, registrations and applications related to any of the foregoing whether or not protectable as a matter of law.

(q) “**Legal Requirement**” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

(r) “**License**” means a license, permit, certification, qualification, or franchise issued by any Governmental Entity.

(s) “**Material Adverse Effect**” means a material adverse effect (financial or otherwise) on the business, assets, liabilities, condition, property, prospects or results of operations of a Party.

(t) “**Person**” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Entity.

(u) “**Proceeding**” means a claim, suit, action, inquiry, investigation or proceeding.

(v) “**Required Consents**” means the consents, approvals, orders, authorizations, notifications, notices, estoppel certificates, releases, registrations, ratifications, declarations, filings, waivers, exemptions or variances (each a “**Consent**”) with respect to any License or Legal Requirement or otherwise as are set forth on Schedule 2.4 hereof with respect to Thorium Power, and Schedule 3.3 with respect to Novastar.

(w) “**SEC**” means the United States Securities and Exchange Commission.

(x) “**Subsidiary**” means any Person with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the equity interests or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

(y) “**Tax**” means any tax (including any income tax, capital gains tax, value-added tax, sales tax, property tax, gift tax, or estate tax), levy, assessment, tariff, duty (including any customs duty), deficiency, or other fee, and any related charge or amount (including any fine, penalty, interest, or addition to tax), imposed, assessed, or collected by or under the authority of any Governmental Entity or payable pursuant to any tax-sharing agreement.

(z) “**Tax Return**” means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Entity in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

(aa) “**Transaction Documents**” means this Agreement and each other agreement, instrument, document, and certificate to be executed and delivered by the Parties pursuant to this Agreement.

1.5 Other Definitions. The definitions of other terms used in this Agreement may be found as follows:

(a) “**Acquisition Sub**” is defined in the introductory paragraph.

(b) “**Agent**” or “**Agents**” is defined at Section 8.

- (c) “**Agreement**” is defined in the introductory paragraph.
- (d) “**Alternative Proposal**” is defined at Section 6.12(b).
- (e) “**Alternative Proposal Notice**” is defined at Section 6.12(d).
- (f) “**Certificates**” is defined at Section 1.2(c)(ii).
- (g) “**Closing**” is defined at Section 1.1(b).
- (h) “**Closing Date**” is defined at Section 1.1(b).
- (i) “**Code**” is defined at Section 1.1(a).
- (j) “**Consent**” is defined at Section 1.4(v).
- (k) “**Conversion Ratio**” is defined at Section 1.4(d).
- (l) “**Costs**” is defined at Section 7.1.
- (m) “**DGCL**” is defined at Section 1.1(a).
- (n) “**Dissenting Stockholder**” is defined at Section 1.3(a).
- (o) “**Effective Time**” is defined at Section 1.1(d)(i).
- (p) “**ERISA**” is defined at Section 1.4(e).
- (q) “**Exchange Agent**” is defined in Section 1.2(c)(i).
- (r) “**Exchange Fund**” is defined in Section 1.2(c)(i).
- (s) “**Indemnification Period**” is defined at Section 7.3.
- (t) “**Indemnatee**” is defined at Section 7.4(a).
- (u) “**Indemnitor**” is defined at Section 7.4(a).
- (v) “**Indemnity Certificate**” is defined at Section 7.4(a).
- (w) “**Latest Novastar Balance Sheet**” is defined at Section 3.11(a).
- (x) “**Latest Thorium Power Balance Sheet**” is defined at Section 2.5(a).
- (y) “**Merger**” is defined in the Recitals.
- (z) “**Novastar**” is defined in the introductory paragraph.
- (aa) “**Novastar Common Stock**” is defined at Section 1.2(a).

- (bb) “**Novastar Disclosure Documents**” is defined at Section 3.5.
- (cc) “**Novastar Financial Statements**” is defined at Section 3.11(a).
- (dd) “**Novastar Material Contracts**” is defined at Section 3.16(a).
- (ee) “**Party**” or “**Parties**” is defined in the introductory paragraph.
- (ff) “**Registration Statement**” is defined at Section 3.8.
- (gg) “**Representatives**” is defined at Section 6.12(a).
- (hh) “**Superior Proposal**” is defined at Section 6.12(d).
- (ii) “**Surviving Corporation**” is defined at Section 1.1(a).
- (jj) “**Tax Liability**” is defined in Section 2.12(c).
- (kk) “**Thorium Power**” is defined in the introductory paragraph.
- (ll) “**Thorium Power Common Stock**” is defined at Section 1.2(a).
- (mm) “**Thorium Power Convertible Securities**” is defined at Section 1.2(a).
- (nn) “**Thorium Power Financial Statements**” is defined at Section 2.5(a).
- (oo) “**Thorium Power Material Contracts**” is defined at Section 2.11(a).
- (pp) “**1933 Act**” is defined at Section 3.5.
- (qq) “**1934 Act**” is defined at Section 3.5.

2. REPRESENTATIONS AND WARRANTIES OF THORIUM POWER. Thorium Power represents and warrants to Novastar and Acquisition Sub that each of the following statements is true and correct as of the date hereof (unless stated as of another date):

2.1 Organization. Thorium Power is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Thorium Power is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to so qualify would not have a Material Adverse Effect. Thorium Power has delivered to Novastar true, correct and complete copies of the Certificate of Incorporation and Bylaws and other organizational documents, as currently in effect, of Thorium Power. Thorium Power does not have any direct or indirect Subsidiaries or hold any equity or ownership interest of any kind, whether beneficially or of record, in any Person.

2.2      Capitalization.

(a)        The authorized capital stock of Thorium Power, the issued and outstanding capital stock of Thorium Power and the record and beneficial ownership of the capital stock of Thorium Power is set forth on Schedule 2.2. The shares of Thorium Power Common Stock are duly authorized, validly issued, fully paid and non-assessable. Except as contemplated by this Agreement or set forth on Schedule 2.2, there are no (i) options, warrants, calls, preemptive rights, subscriptions or other rights, convertible securities, agreements or commitments of any character obligating, now or in the future, Thorium Power to issue, transfer or sell any shares of capital stock, options, warrants, calls or other equity interest of any kind whatsoever in Thorium Power or securities convertible into or exchangeable for such shares or equity interests, (ii) contractual obligations of Thorium Power to repurchase, redeem or otherwise acquire any capital stock or equity interest of Thorium Power or (iii) voting trusts, proxies or similar agreements to which Thorium Power is a party with respect to the voting of the capital stock of Thorium Power.

(b)        Except as set forth on Schedule 2.2 and except for the equity interest of the Subsidiaries of Thorium Power and temporary investments of cash in marketable securities, Thorium Power does not own any outstanding shares of capital stock (or other equity interests of entities other than corporations) of any Person.

2.3        Authorization; Validity of Agreement. Thorium Power has the requisite power and authority to execute, deliver and perform this Agreement and each of the other Transaction Documents to be executed and delivered by Thorium Power pursuant to this Agreement, and to assume and perform any obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. Each of this Agreement and the other Transaction Documents to be executed and delivered by Thorium Power pursuant to this Agreement have been duly authorized, executed and delivered by Thorium Power and are valid and binding obligations of Thorium Power, enforceable against it in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting enforcement of creditors' rights and general principles of equity.

2.4 No Violations; Consents And Approvals.

(a) Except as set forth on Schedule 2.4, the execution, delivery and performance of each of this Agreement and the other Transaction Documents by Thorium Power do not, and the consummation by it of the transactions contemplated hereby and thereby will not: (i) violate any provision of its Certificate of Incorporation, Bylaws or other organizational documents, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under any of the terms, conditions or provisions of any Thorium Power Material Contract, after giving effect to any Required Consents, or (iii) violate any Legal Requirement applicable to Thorium Power or any of their respective properties or assets.

(b) No Consent with, to or of any legislative or executive agency or department or other regulatory service, authority or agency or any court, arbitration panel or other tribunal or judicial authority of any Governmental Entity or Person, is required in connection with the execution, delivery and performance of this Agreement or any of the other Transaction Documents by Thorium Power or the consummation by Thorium Power of the transactions contemplated hereby and thereby, except the Required Consents set forth on Schedule 2.4 hereof.

2.5 Financial Statements.

(a) Attached as Schedule 2.5 are the unaudited balance sheets of Thorium Power as of December 31, 2005 (the “**Latest Thorium Power Balance Sheet**”) and December 31, 2004, together with the related unaudited statements of income for the fiscal years then ended (collectively, the “**Thorium Power Financial Statements**”).

(b) The Thorium Power Financial Statements have been prepared by Thorium Power and have been derived from, and agree with, the books and records of Thorium Power and fairly present the financial position of Thorium Power as of the respective dates thereof and the results of operations of Thorium Power for the respective periods set forth therein. The Thorium Power Financial Statements have been prepared in accordance with GAAP as of the dates and for the periods involved, subject to the absence of notes.

(c) Thorium Power maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain assets accountability, and (iii) access to assets is permitted only in accordance with management’s general or specific authorization, except for any controls the absence of which would not result in a Material Adverse Effect.

2.6 Operation of Business.

(a) Since the date of the Latest Thorium Power Balance Sheet, Thorium Power and each Subsidiary of Thorium Power has continued to operate its business in a manner and system of operation employed immediately prior to the date of the Latest Thorium Power Balance Sheet, and Thorium Power has used its commercially reasonable efforts to prevent harm or damage to the reputation of Thorium Power.

(b) Except as specifically contemplated by this Agreement or as set forth on Schedule 2.6, since the date of the Latest Thorium Power Balance Sheet, Thorium Power has not (i) incurred any liabilities, except in the ordinary course of business consistent with past practice; (ii) paid any obligation or liability, or discharged or satisfied any Encumbrance other than those securing current liabilities, in each case in the ordinary course of business; (iii) mortgaged, pledged or subjected to any Encumbrance any of its assets, tangible or intangible, except in the ordinary course of business; (iv) sold, transferred or leased any of its assets; (v) suffered any material physical damage, destruction or loss (whether or not covered by insurance) affecting its properties, business or prospects; (vi) entered into any transaction other than in the ordinary course of business; (vii) encountered any labor difficulties or labor union organizing activities; (viii) issued or sold any shares of capital stock or other securities or granted any options, warrants, or other purchase rights with respect thereto other than pursuant to this Agreement; (ix) made any acquisition or disposition of any assets or become involved in any other material transaction, including, without any limitation, any merger or consolidation with, purchase of all or part of the assets of, or acquisition of any business of any proprietorship, firm, association, corporation or other business organization or division thereof; (x) increased the compensation payable, or to become payable, to any of its directors or employees or increased the scope or nature of any fringe benefits provided for its employees or directors; (xi) made any capital investment in, any loan to or any acquisition of the securities or assets of any other Person; (xii) canceled, compromised, waived or released any material right or claim; (xiii) made any change in employment terms for any of its officers or employees; (xiv) made or pledged to make any charitable contribution or other capital contribution outside the ordinary course of business; (xv) violated any Legal Requirement, if such violation could have resulted in a Material Adverse Effect on Thorium Power, or failed to maintain all governmental licenses and approvals required to operate its business as it is currently being conducted; or (xvi) agreed or committed, whether in writing or otherwise, to do any of the foregoing other than pursuant to the Transaction Documents and the transactions contemplated hereby and thereby. In addition, since the date of the Latest Thorium Power Balance Sheet, Thorium Power has not accelerated, terminated, modified or canceled any material Contract to which it is a party or by which it or its assets are bound.

(c) Since the date of the Latest Thorium Power Balance Sheet, no event, condition or circumstance has occurred that could, or could be reasonably likely to, have a Material Adverse Effect on Thorium Power.



2.7 No Undisclosed Liabilities.

(a) Except as set forth on Schedule 2.7, Thorium Power has no liabilities (whether accrued, contingent, known, or otherwise) other than those that (i) are set forth or reserved against on the Latest Thorium Power Balance Sheet; or (ii) were incurred in the ordinary course of business since the date of the Latest Thorium Power Balance Sheet.

(b) The accounts payable of Thorium Power are set forth on Schedule 2.7. All such accounts payable are the result of bona fide transactions in the ordinary course of business.

2.8 Litigation; Compliance With Law; Licenses And Permits.

(a) Except as set forth on Schedule 2.8, there is no Proceeding pending, nor, to Thorium Power's knowledge, is there any Proceeding threatened, that involves or affects Thorium Power, by or before any Governmental Entity, court, arbitration panel or any other Person.

(b) Since January 1, 2004, Thorium Power has complied with all applicable Legal Requirements, including but not limited to Legal Requirements relating to Taxes, zoning, building codes, antitrust, occupational safety and health, industrial hygiene, environmental protection, water, ground or air pollution, the generation, handling, treatment, storage or disposal of Hazardous Substances, consumer product safety, product liability, hiring, wages, hours, employee benefit plans and programs, collective bargaining and the payment of withholding and social security Taxes. Except as set forth on Schedule 2.8, since January 1, 2005, Thorium Power has not received any written notice of any violation or alleged violation of any Legal Requirement from a Governmental Entity or others.

(c) Except as set forth on Schedule 2.8, Thorium Power has every License and every Consent by or on behalf of any Person required for it to conduct its business as presently conducted. All such Licenses and Consents are in full force and effect and Thorium Power has not received notice of any pending cancellation or suspension of any thereof nor, to Thorium Power's knowledge, is any cancellation or suspension thereof threatened. The applicability and validity of each such License and Consent will not be adversely affected by the consummation of the transactions contemplated by this Agreement or any other Transaction Document.

2.9 Employee Benefit Plans; ERISA.

(a) Schedule 2.9 lists each Employee Benefit Plan that Thorium Power maintains or to which Thorium Power contributes.

(b) To the knowledge of Thorium Power, each such Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all respects with the applicable requirements of ERISA and the Code, except where the failure to comply would not have a Material Adverse Effect.

(c) All contributions (including all employer contributions and employee salary reduction contributions) which are due have been made to each such Employee Benefit Plan which is an Employee Pension Benefit Plan. All premiums or other payments which are due have been paid with respect to each such Employee Benefit Plan which is an Employee Welfare Benefit Plan.

2.10 Intellectual Property.

(a) To Thorium Power's knowledge, Thorium Power owns or has the right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property necessary for the operation of its business as presently conducted, except where the failure to so own or have the right to use such Intellectual Property would not have a Material Adverse Effect. Except as specified in Schedule 2.10, Thorium Power possesses all right, title and interest in and to each item of owned Intellectual Property, free and clear of any Encumbrance.

(b) Schedule 2.10 identifies each patent or registration which has been issued to Thorium Power with respect to any of its Intellectual Property and identifies each pending patent application or application for registration which Thorium Power has made with respect to any of its Intellectual Property. Schedule 2.10 also identifies each registered or unregistered trade name, service mark or trademark used by Thorium Power in connection with its business.

(c) To Thorium Power's knowledge, Thorium Power has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and except as specified in Schedule 2.10, Thorium Power has never received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation. No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Thorium Power.

2.11 Material Contracts.

(a) Schedule 2.11 sets forth a true, complete and correct list of every written Contract currently in effect to which Thorium Power is a party that: (i) provides or provided for aggregate future payments by Thorium Power of more than \$10,000; (ii) was entered into by Thorium Power with an officer, director, key employee or Affiliate of Thorium Power; (iii) guarantees or indemnifies or otherwise causes or caused Thorium Power to be liable or otherwise responsible for the obligations or liabilities of another or provides or provided solely for a charitable contribution by Thorium Power; (iv) involves or involved an agreement with any bank, finance company or similar organization; (v) restricts or restricted Thorium Power from engaging in any business or activity anywhere in the world; (vi) is or was an employment agreement, consulting agreement, independent sales representative agreement or similar arrangement; (vii) is or was a lease; or (viii) is or was otherwise material to the rights, properties, assets, business or operations of Thorium Power (the foregoing, collectively, "**Thorium Power Material Contracts**"). Thorium Power has heretofore made available true, complete and correct copies of all Thorium Power Material Contracts to Novastar.

(b) Each of the Thorium Power Material Contracts is in full force and effect and there is not now and there has not been claimed or alleged by any Person with respect to any Thorium Power Material Contract, any existing default, or event that with notice or lapse of time or both would constitute a default or event of default, on the part of Thorium Power or any Subsidiary of Thorium Power or on the part of any other party thereto. No Consent from or to any Governmental Entity or other Person is required in order to maintain in full force and effect any of the Thorium Power Material Contracts, other than such Consents that have been obtained and are in full force and effect or that have been duly given and, in each case copies of such Consents have been delivered to Novastar and Acquisition Sub.

2.12 Taxes.

(a) Thorium Power has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by Thorium Power have been paid except for those not yet due. Thorium Power is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Thorium Power does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the assets of Thorium Power that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Thorium Power has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(c) Thorium Power is not aware that any authority plans to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim concerning any liability with respect to any Taxes (a "***Tax Liability***") of Thorium Power either (A) claimed or raised by any Governmental Entity in writing or (B) as to which Thorium Power has knowledge based upon personal contact with any agent of such Governmental Entity. Schedule 2.12 lists all federal, state, local, and foreign income Tax Returns filed with respect to Thorium Power for the last two years, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. Thorium Power has delivered to Novastar correct and complete copies of all federal and state income and other material Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Thorium Power for the last two years.

(d) Thorium Power has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

2.13 Affiliated Party Transactions.

(a) Except as listed on Schedule 2.13(a) and except for obligations arising under the Transaction Documents, no Affiliate of Thorium Power has, directly or indirectly, any obligation to or cause of action or claim against Thorium Power.

(b) Except as listed on Schedule 2.13(b) Thorium Power has not made any loan or advance to any stockholder, officer, director or employee of Thorium Power and no officer or director of Thorium Power or any Affiliate of Thorium Power has, either directly or indirectly:

(i) an equity interest of five percent (5%) or more in any Person that purchases from or sells or furnishes to Thorium Power any goods or otherwise does business with Thorium Power; or

(ii) a beneficial interest in any Contract to which Thorium Power is a party or under which Thorium Power is obligated or bound or to which the property of Thorium Power may be subject, other than Contracts between Thorium Power and such Persons in their capacities as employees, officers or directors of Thorium Power; provided, however, that such representation and warranty shall not apply to the ownership, as a passive investment, by any such director, officer or Affiliate of less than one percent (1%) of a class of securities listed for trading on a national securities exchange, automated quotation system or publicly traded in the over-the-counter market.

2.14 Environmental Matters. Thorium Power has not caused or allowed, or contracted with any party for, the generation, use, transportation, treatment, storage or disposal of any Hazardous Substances in connection with the operation of its business or otherwise. Except as set forth in Schedule 2.14, the operation of Thorium Power's business is in compliance with all applicable Environmental Laws and orders or directives of any Governmental Entity having jurisdiction under such Environmental Laws, including, without limitation, any Environmental Laws or orders or directives with respect to any cleanup or remediation of any release or threat of release of Hazardous Substances, and no actions are presently required to comply with any such applicable Environmental Laws. Thorium Power has not received any written citation, directive, letter or other communication or notice of any proceeding, claim or lawsuit arising out of or relating to any Environmental Laws, from any Person arising out of the ownership of its properties or the conduct of its operations, and Thorium Power is not aware of any basis therefor. Thorium Power has obtained and is maintaining in full force and effect all Licenses required by all Environmental Laws applicable to the business operations conducted on Thorium Power's property and is in compliance with all such Licenses.

2.15 No Brokers. Except as specified in Schedule 2.15, neither Thorium Power nor any Affiliate of Thorium Power has employed, or otherwise engaged, any broker or finder or incurred any liability for any brokerage or investment banking fees, commissions, finders' fees or other similar fees in connection with the transactions contemplated by this Agreement.

2.16 Assets Utilized in The Business. The assets, properties and rights owned, leased or licensed by Thorium Power and used in connection with its business and all the agreements to which Thorium Power is a party relating to its business, constitute all of the assets, properties, rights and agreements required in connection with the operation and conduct by Thorium Power of its business as presently conducted.

2.17 Insurance. Set forth in Schedule 2.17 is a list of all insurance policies of any kind covering Thorium Power. Novastar and Acquisition Sub have been provided copies of all such policies. Each of these insurance policies (a) are with insurance companies that are financially sound and reputable and are in full force and effect; (b) are sufficient for compliance with all material Legal Requirements and of all applicable Thorium Power Material Contracts; and (c) are valid, outstanding and enforceable policies. Since January 1, 2004, neither Thorium Power nor any Subsidiary of Thorium Power has been denied any insurance coverage which it has requested.

2.18 Delivery of Documents; Corporate Records. The minute and stock record books of Thorium Power contain true, correct and complete copies of the records of all meetings and consents in lieu of meetings of Thorium Power's board of directors (and all committees thereof) and the stockholders of Thorium Power since the date of its incorporation or organization.

2.19 Labor And Employment Matters.

(a) Set forth on Schedule 2.19 is a list of all employees of Thorium Power as of the date hereof and their respective positions and hire dates.

(b) (i) Thorium Power is not a party to or bound by any collective bargaining agreement or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of Thorium Power; (ii) none of the employees of Thorium Power are represented by any labor organization and there are no organizational campaigns, demands, petitions or proceedings pending or, to Thorium Power's knowledge, threatened by any labor organization or group of employees seeking recognition or certification as collective bargaining representative of any group of employees of Thorium Power; (iii) there are no union claims to represent the employees of Thorium Power; and (iv) there are no strikes, controversies, slowdowns, work stoppages, lockouts or labor disputes pending or, to Thorium Power's knowledge, threatened against or affecting Thorium Power, and there have not been any such actions during the past five (5) years.

(c) Thorium Power is, and has at all times during at least the last three (3) years been, in compliance with all applicable Legal Requirements respecting immigration, employment and employment practices, and the terms and conditions of employment, including, without limitation, employment standards, equal employment opportunity, family and medical leave, wages, hours of work and occupational health and safety, and is not engaged in any unfair labor practices as defined in the National Labor Relations Act or any other applicable Legal Requirement. There are no written employment contracts, severance agreements or retention agreements with any employees of Thorium Power and no written personnel policies, rules or procedures applicable to employees of Thorium Power, other than those listed in Schedule 2.19, true and correct copies of which have heretofore been provided to Novastar and Acquisition Sub. Except as set forth in Schedule 2.19, (i) there are no Proceedings related to Thorium Power pending, or, to Thorium Power's knowledge, threatened, in any court or with any agency responsible for the enforcement of federal, state, local or foreign labor or employment laws regarding breach of any express or implied contract of employment, any Legal Requirement or regulation governing employment or the termination thereof or other illegal, discriminatory, wrongful or tortious conduct in connection with the employment relationship, the terms and conditions of employment, or applications for employment with Thorium Power; and (ii) to Thorium Power's knowledge, no federal, state, local or foreign Governmental Entity responsible for the enforcement of immigration, labor, equal employment opportunity, family and medical leave, wages, hours of work, occupational health and safety or any other employment laws intends to conduct or is conducting an investigation with respect to or relating to Thorium Power.

2.20 Restrictive Covenants. Except as set forth on Schedule 2.20, Thorium Power is not subject to any covenant that would restrict Thorium Power from engaging in its business.

2.21 Directors, Officers And Certain Employees. Schedule 2.21 sets forth a complete and correct list of the names and title, for each director and officer of Thorium Power, who received compensation during Thorium Power's most recently ended fiscal year. Novastar has been provided current annual salary and bonus information for all Thorium Power employees, officers and directors. Thorium Power is not aware of any employee who intends to terminate his or her employment relationship with Thorium Power, as a result of the transactions contemplated hereby or otherwise.

2.22 No Misstatements Or Omissions. No representation or warranty by Thorium Power contained in this Agreement or in any certificate, list, Schedule, Exhibit or other instrument specified or referred to in this Agreement, whether heretofore furnished to Novastar or Acquisition Sub or hereafter furnished to Novastar or Acquisition Sub pursuant to this Agreement on the part of Thorium Power, contains or will contain any untrue statement of a material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

3. REPRESENTATIONS AND WARRANTIES OF NOVASTAR AND ACQUISITION SUB. Novastar and Acquisition Sub represent and warrant to Thorium Power that, except as set forth in the Novastar Disclosure Documents, each of the following statements is true and correct as of the date hereof (unless stated as of another date):

3.1 Organization. Each of Acquisition Sub, Novastar and any other Subsidiaries of Novastar is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has the requisite corporate power and authority to own, lease and operate its respective properties and to carry on its respective business as it is now being conducted. Each of Acquisition Sub, Novastar and any other Subsidiaries of Novastar is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the respective business conducted by it makes such qualification or licensing necessary, except where the failure to so qualify would not have a Material Adverse Effect. Novastar has delivered to Thorium Power true, correct and complete copies of the Certificate of Incorporation and Bylaws and other organizational documents, as currently in effect, of Novastar and Acquisition Sub. Other than Novastar's ownership interest in Acquisition Sub and the Subsidiaries set forth in Exhibit 21 to Novastar's Form 10-KSB/A filed November 25, 2005, none of Novastar and its Subsidiaries has any direct or indirect Subsidiaries or hold any equity or ownership interest of any kind, whether beneficially or of record, in any Person.

3.2 Authorization; Validity of Agreement. Each of Acquisition Sub and Novastar has the requisite power and authority to execute, deliver and perform this Agreement and each of the other Transaction Documents to be executed and delivered by Acquisition Sub or Novastar, as appropriate, pursuant to this Agreement, and to assume and perform any obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. Each of this Agreement and the other Transaction Documents to be executed and delivered by Acquisition Sub or Novastar pursuant to this Agreement have been duly authorized, executed and delivered by Acquisition Sub or Novastar, as appropriate, and are valid and binding obligations of Acquisition Sub or Novastar, as appropriate, enforceable against each such entity in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting enforcement of creditors' rights and general principles of equity.

3.3 No Violations; Consents and Approvals.

(a) The execution, delivery and performance of each of this Agreement and the other Transaction Documents by Acquisition Sub and Novastar do not, and the consummation by each of them of the transactions contemplated hereby and thereby will not: (i) violate any provision of its respective Certificate of Incorporation, Bylaws or other organizational documents, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under any of the terms, conditions or provisions of any Novastar Material Contract, after giving effect to any Required Consents, or (iii) violate any Legal Requirement applicable to Acquisition Sub or Novastar or any of their respective properties or assets.

(b) No Consent with, to or of any legislative or executive agency or department or other regulatory service, authority or agency or any court, arbitration panel or other tribunal or judicial authority of any Governmental Entity or Person, is required in connection with the execution, delivery and performance of this Agreement or any of the other Transaction Documents by Acquisition Sub or Novastar or the consummation by Acquisition Sub or Novastar of the transactions contemplated hereby and thereby, except the Required Consents set forth on Schedule 3.3 hereof.

3.4 The Shares. The shares of Novastar Common Stock to be issued to Thorium Power's stockholders pursuant to this Agreement, when issued in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and non-assessable.

3.5 SEC Filings; Disclosure. Novastar has filed with the SEC all forms, statements, reports and documents required to be filed by it since January 1, 2003 under each of the Securities Act of 1933, as amended (the "**1933 Act**"), the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), and the respective rules and regulations thereunder (the "**Novastar Disclosure Documents**") all of which, as amended, if applicable, complied when filed in all material respects with the applicable requirements of the appropriate Act and the rules and regulations thereunder. As of the filing date of each, the Novastar Disclosure Documents did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(a) Except as set forth in Schedule 3.6, there is no Proceeding pending, nor, to Novastar's knowledge, is there any Proceeding threatened, that involves or affects either Novastar or any of its Subsidiaries, by or before any Governmental Entity, court, arbitration panel or any other Person.

(b) Since January 1, 2004, Novastar and each of its Subsidiaries have, and since its formation Acquisition Sub has, complied with all applicable Legal Requirements, including but not limited to Legal Requirements relating to Taxes, zoning, building codes, antitrust, occupational safety and health, industrial hygiene, environmental protection, water, ground or air pollution, the generation, handling, treatment, storage or disposal of Hazardous Substances, consumer product safety, product liability, hiring, wages, hours, employee benefit plans and programs, collective bargaining and the payment of withholding and social security Taxes. Except as set forth on Schedule 3.6, since January 1, 2005, neither Novastar nor any of its Subsidiaries has received any written notice of any violation of any Legal Requirement from a Governmental Entity or others.

(c) Except as set forth on Schedule 3.6, Novastar and each of its Subsidiaries have every License and every Consent by or on behalf of any Person required for them to conduct their respective businesses as presently conducted. All such Licenses and Consents are in full force and effect and neither Novastar nor any of its Subsidiaries has received notice of any pending cancellation or suspension of any thereof nor, to Novastar's knowledge, is any cancellation or suspension thereof threatened. The applicability and validity of each such License and Consent will not be adversely affected by the consummation of the transactions contemplated by this Agreement or any other Transaction Document.

3.7 No Misstatements Or Omissions. No representation or warranty by Novastar and Acquisition Sub contained in this Agreement or in any certificate, list, Schedule, Exhibit or other instrument specified or referred to in this Agreement, whether heretofore furnished to Thorium Power or hereafter furnished to Thorium Power pursuant to this Agreement on the part of Novastar and Acquisition Sub, contains or will contain any untrue statement of a material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

3.8 Information Supplied. The registration statement on Form S-4 or Form SB-2 (or such other form as may be used) to be filed with the SEC by Novastar in connection with the issuance of shares of Novastar Common Stock (including shares of Novastar Common Stock issuable upon exercise or conversion of the Thorium Power Convertible Securities) in the Merger, as amended or supplemented from time to time (as so amended and supplemented, the "**Registration Statement**"), and any other documents to be filed by Novastar with the SEC or any other Governmental Entity in connection with the Transaction Documents and the transactions contemplated thereby prior to the Closing will (in the case of the Registration Statement and any such other documents filed with the SEC under the 1933 Act or the 1934 Act) comply as to form in all material respects with the requirements of the 1933 Act and the 1934 Act, and will not, on the date of its filing or, in the case of the Registration Statement, at the time it becomes effective under the 1933 Act contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation is made by Novastar with respect to information supplied in writing by or on behalf of Thorium Power expressly for inclusion therein.



3.9 Acquisition Sub. Acquisition Sub is a wholly-owned subsidiary of Novastar incorporated on February 9, 2006 that has not engaged in any operations through the Closing Date, except as contemplated by this Agreement.

3.10 Capitalization.

(a) The authorized capital stock of Novastar and Acquisition Sub, the issued and outstanding capital stock of Novastar and Acquisition Sub and the record and beneficial ownership of the capital stock of Novastar and Acquisition Sub is set forth on Schedule 3.10 or in the Novastar Disclosure Documents. The shares of Novastar Common Stock are duly authorized, validly issued, fully paid and non-assessable. Except as contemplated by this Agreement or as set forth on Schedule 3.10, there are no

(i) options, warrants, calls, preemptive rights, subscriptions or other rights, convertible securities, agreements or commitments of any character obligating, now or in the future, Novastar or any of its Subsidiaries to issue, transfer or sell any shares of capital stock, options, warrants, calls or other equity interest of any kind whatsoever in Novastar or any of its Subsidiaries or securities convertible into or exchangeable for such shares or equity interests,

(ii) contractual obligations of Novastar to repurchase, redeem or otherwise acquire any capital stock or equity interest of Novastar or any of its Subsidiaries or

(iii) voting trusts, proxies or similar agreements to which Novastar or any of its Subsidiaries is a party with respect to the voting of the capital stock of Novastar or any of its Subsidiaries.

(b) Except as set forth on Schedule 3.10 and except for the equity interests of the Subsidiaries of Novastar and temporary investments of cash in marketable securities, Novastar does not own any outstanding shares of capital stock (or other equity interests of entities other than corporations) of any Person.

3.11 Financial Statements.

(a) Attached as Schedule 3.11 are (i) the audited balance sheet of Novastar as of June 30, 2005 and 2004 together with the related audited statement of income (including the related notes and audit reports of independent auditors, if any) for the fiscal year then ended, and (ii) the unaudited balance sheet of Novastar as of September 30, 2005 (the "***Latest Novastar Balance Sheet***") together with the related unaudited statement of income (including related notes and review reports of independent auditors, if any) for the three month period ended September 30, 2005 (collectively, the "***Novastar Financial Statements***"). The balance sheet of Novastar at December 31, 2005 that will be included in the unaudited financial statements of Novastar and included in Novastar's quarterly report on Form 10-QSB for the quarter ended December 31, 2005 will show total liabilities of Novastar that do not exceed \$250,000.

(b) The Novastar Financial Statements have been prepared by Novastar and have been derived from, and agree with, the books and records of Novastar and fairly present the financial position of Novastar as of the respective dates thereof and the results of operations of Novastar for the respective periods set forth therein. The Novastar Financial Statements have been prepared in accordance with GAAP as of the dates and for the periods involved, subject, in the case of the Novastar Financial Statements covering the periods ended September 30, 2005, to normal fiscal year-end adjustments in the ordinary course (none of which, individually or in the aggregate, is expected to be material to the business or the operations of Novastar).

(c) Novastar maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain assets accountability, and (iii) access to assets is permitted only in accordance with management's general or specific authorization, except for any controls the absence of which would not result in a Material Adverse Effect.

### 3.12 Operation of Business.

(a) Since the date of the Latest Novastar Balance Sheet, each of Novastar and its Subsidiaries has continued to operate its business in a manner and system of operation employed immediately prior to the date of the Latest Novastar Balance Sheet, and Novastar has used commercially reasonable efforts to prevent harm or damage to the reputation of Novastar or its Subsidiaries.

(b) Except as specifically contemplated by this Agreement or as set forth on Schedule 3.12, since the date of the Latest Novastar Balance Sheet, neither Novastar nor any of its Subsidiaries has (i) incurred any liabilities, except in the ordinary course of business consistent with past practice; (ii) paid any obligation or liability, or discharged or satisfied any Encumbrance other than those securing current liabilities, in each case in the ordinary course of business; (iii) mortgaged, pledged or subjected to any Encumbrance any of its assets, tangible or intangible, except in the ordinary course of business; (iv) sold, transferred or leased any of its assets except the sale of inventory in the ordinary course of business; (v) suffered any material physical damage, destruction or loss (whether or not covered by insurance) affecting its properties, business or prospects; (vi) entered into any transaction other than in the ordinary course of business; (vii) encountered any labor difficulties or labor union organizing activities; (viii) issued or sold any shares of capital stock or other securities or granted any options, warrants, or other purchase rights with respect thereto other than pursuant to this Agreement; (ix) made any acquisition or disposition of any assets or become involved in any other material transaction, including, without any limitation, any merger or consolidation with, purchase of all or part of the assets of, or acquisition of any business of any proprietorship, firm, association, corporation or other business organization or division thereof; (x) increased the compensation payable, or to become payable, to any of its directors or employees or increased the scope or nature of any fringe benefits provided for its employees or directors, other than as Novastar has separately informed Thorium Power; (xi) made any capital investment in, any loan to or any acquisition of the securities or assets of any other Person; (xii) canceled, compromised, waived or released any material right or claim; (xiii) made any change in employment terms for any of its officers or employees; (xiv) made or pledged to make any charitable contribution or other capital contribution outside the ordinary course of business; (xv) violated any Legal Requirement, if such violation could have resulted in a Material Adverse Effect on Novastar or any of its Subsidiaries, or failed to maintain all governmental licenses and approvals required to operate its business as it is currently being conducted; or (xvi) agreed or committed, whether in writing or otherwise, to do any of the foregoing other than pursuant to the Transaction Documents and the transactions contemplated hereby and thereby. In addition, since the date of the Latest Novastar Balance Sheet, neither Novastar nor any of its Subsidiaries has accelerated, terminated, modified or canceled any material Contract to which it is a party or by which it or its assets are bound.

(c) Since the date of the Latest Novastar Balance Sheet, no event, condition or circumstance has occurred that could, or could be reasonably likely to, have a Material Adverse Effect on Novastar or any of its Subsidiaries.

3.13 No Undisclosed Liabilities.

(a) Except as set forth on Schedule 3.13, neither Novastar nor any of its Subsidiaries has any liabilities (whether accrued, contingent, known, or otherwise) other than those that (i) are set forth or reserved against on the Latest Novastar Balance Sheet; or (ii) were incurred in the ordinary course of business since the date of the Latest Novastar Balance Sheet.

(b) The accounts payable of each of Novastar and its Subsidiaries are set forth on Schedule 3.13. All such accounts payable are the result of bona fide transactions in the ordinary course of business.

3.14 Employee Benefit Plans; ERISA.

(a) Schedule 3.14 lists each Employee Benefit Plan that each of Novastar or its Subsidiaries maintains or to which Novastar or any of its Subsidiaries contributes.

(b) To the knowledge of Novastar, each such Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all respects with the applicable requirements of ERISA and the Code, except where the failure to comply would not have a Material Adverse Effect.

(c) All contributions (including all employer contributions and employee salary reduction contributions) which are due have been made to each such Employee Benefit Plan which is an Employee Pension Benefit Plan. All premiums or other payments which are due have been paid with respect to each such Employee Benefit Plan which is an Employee Welfare Benefit Plan.

3.15 Intellectual Property.

(a) To Novastar's knowledge, each of Novastar and its Subsidiaries owns or has the right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property necessary for the operation of its business as presently conducted, except where the failure to so own or have the right to use such Intellectual Property would not have a Material Adverse Effect. Except as specified in Schedule 3.15, each of Novastar and its Subsidiaries, as applicable, possesses all right, title and interest in and to each item of owned Intellectual Property, free and clear of any Encumbrance.

(b) Schedule 3.15 identifies each patent or registration which has been issued to Novastar or any of its Subsidiaries with respect to any of its Intellectual Property and identifies each pending patent application or application for registration which Novastar or any of its Subsidiaries has made with respect to any of its Intellectual Property. Schedule 3.15 also identifies each registered or unregistered trade name, service mark or trademark used by Novastar in connection with its business.

(c) To Novastar's knowledge, neither Novastar nor any of its Subsidiaries has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and except as specified in Schedule 3.15, neither Novastar nor any of its Subsidiaries has received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation. No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Novastar or any of its Subsidiaries.

3.16 Material Contracts.

(a) Other than those documents filed with the SEC in connection with the Novastar Disclosure Documents, Schedule 3.16 sets forth a true, complete and correct list of every written Contract currently in effect to which Novastar or any of its Subsidiaries is a party that: (i) provides or provided for aggregate future payments by Novastar or any of its Subsidiaries of more than \$10,000; (ii) was entered into by Novastar or any of its Subsidiaries with an officer, director, key employee or Affiliate of Novastar or any of its Subsidiaries; (iii) guarantees or indemnifies or otherwise causes or caused Novastar or any of its Subsidiaries to be liable or otherwise responsible for the obligations or liabilities of another or provides or provided solely for a charitable contribution by Novastar or any of its Subsidiaries; (iv) involves or involved an agreement with any bank, finance company or similar organization; (v) restricts or restricted Novastar or any of its Subsidiaries from engaging in any business or activity anywhere in the world; (vi) is or was an employment agreement, consulting agreement, independent sales representative agreement or similar arrangement; (vii) is or was a lease; or (viii) is or was otherwise material to the rights, properties, assets, business or operations of Novastar or any of its Subsidiaries (the foregoing, collectively, "**Novastar Material Contracts**"). Novastar has heretofore made available true, complete and correct copies of all Novastar Material Contracts to Thorium Power.

(b) Each of the Novastar Material Contracts is in full force and effect and there is not now and there has not been claimed or alleged by any Person with respect to any Novastar Material Contract, any existing default, or event that with notice or lapse of time or both would constitute a default or event of default, on the part of Novastar or any Subsidiary of Novastar or on the part of any other party thereto. No Consent from or to any Governmental Entity or other Person is required in order to maintain in full force and effect any of the Novastar Material Contracts, other than such Consents that have been obtained and are in full force and effect or that have been duly given and, in each case copies of such Consents have been delivered to Thorium Power.

3.17 Taxes.

(a) Novastar has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by Novastar have been paid, except for those not yet due. Novastar is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Novastar does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the assets of Novastar that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Novastar has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(c) Novastar is not aware that any authority plans to assess any additional Taxes for any period for which Tax Returns have been filed. There is no Tax Liability of Novastar either (A) claimed or raised by any Governmental Entity in writing or (B) as to which Novastar has knowledge based upon personal contact with any agent of such Governmental Entity. Schedule 3.17 lists all federal, state, local, and foreign income Tax Returns filed with respect to Novastar for the last two years, indicates those Tax Returns that have been audited and indicates those Tax Returns that currently are the subject of audit. Novastar has delivered to Novastar correct and complete copies of all federal and state income and other material Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Novastar for the last two years.

(d) Novastar has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

3.18 Affiliated Party Transactions.

(a) Except as listed on Schedule 3.18(a) and except for obligations arising under the Transaction Documents, no Affiliate of Novastar has, directly or indirectly, any obligation to or cause of action or claim against Novastar or any of its Subsidiaries.

(b) Except as listed on Schedule 3.18(b), neither Novastar nor any of its Subsidiaries has made any loan or advance in excess of \$1,000 outstanding to any stockholder, officer, director or employee thereof and no officer or director of Novastar or any of its Subsidiaries or any Affiliate of Novastar has, either directly or indirectly:

(i) an equity interest of five percent (5%) or more in any Person that purchases from or sells or furnishes to Novastar or any of its Subsidiaries any goods or otherwise does business with Novastar or any of its Subsidiaries; or

(ii) a beneficial interest in any Contract to which Novastar or any of its Subsidiaries is a party or under which Novastar or such Subsidiary is obligated or bound or to which the property of Novastar or such Subsidiary may be subject, other than Contracts between Novastar or such Subsidiary and such Persons in their capacities as employees, officers or directors of Novastar or a Subsidiary of Novastar; provided, however, that such representation and warranty shall not apply to the ownership, as a passive investment, by any such director, officer or Affiliate of less than one percent (1%) of a class of securities listed for trading on a national securities exchange, automated quotation system or publicly traded in the over-the-counter market.

3.19 Environmental Matters. Novastar has not caused or allowed, or contracted with any party for, the generation, use, transportation, treatment, storage or disposal of any Hazardous Substances in connection with the operation of its business or otherwise. Except as set forth in Schedule 3.19, the operation of Novastar's business is in compliance with all applicable Environmental Laws and orders or directives of any Governmental Entity having jurisdiction under such Environmental Laws, including, without limitation, any Environmental Laws or orders or directives with respect to any cleanup or remediation of any release or threat of release of Hazardous Substances, and no actions are presently required to comply with any such applicable Environmental Laws. Novastar has not received any written citation, directive, letter or other communication or notice of any proceeding, claim or lawsuit arising out of or relating to any Environmental Laws, from any Person arising out of the ownership of its properties or the conduct of its operations, and Novastar is not aware of any basis therefor. Novastar has obtained and is maintaining in full force and effect all Licenses required by all Environmental Laws applicable to the business operations conducted on Novastar's property and is in compliance with all such Licenses.

3.20 No Brokers. Except as specified in Schedule 3.20, neither Novastar nor any Affiliate of Novastar has employed, or otherwise engaged, any broker or finder or incurred any liability for any brokerage or investment banking fees, commissions, finders' fees or other similar fees in connection with the transactions contemplated by this Agreement.

3.21 Assets Utilized in The Business. The assets, properties and rights owned, leased or licensed by Novastar and its Subsidiaries and used in connection with their respective businesses and all the agreements to which Novastar or any of its Subsidiaries is a party relating to their businesses, constitute all of the assets, properties, rights and agreements required in connection with the operation and conduct by Novastar and its Subsidiaries of their respective businesses as presently conducted.

3.22 Insurance. Set forth in Schedule 3.22 is a list of all insurance policies of any kind covering Novastar and its Subsidiaries. Thorium Power has been provided copies of all such policies. Each of these insurance policies (a) are with insurance companies that are financially sound and reputable and are in full force and effect; (b) are sufficient for compliance with all material Legal Requirements and of all applicable Novastar Material Contracts; and (c) are valid, outstanding and enforceable policies. Since January 1, 2004, neither Novastar nor any Subsidiary of Novastar has been denied any insurance coverage which it has requested.

3.23 Delivery of Documents; Corporate Records. Novastar has provided to Thorium Power true, correct and complete copies of all documents, instruments, agreements and records referred to in Section 3 of this Agreement as having been so provided and copies of the minute and stock record books of Novastar and Acquisition Sub. The minute and stock record books of each of Novastar and Acquisition Sub contain true, correct and complete copies of the records of all meetings and consents in lieu of meetings of Novastar's or Acquisition Sub's, as applicable, board of directors (and all committees thereof) and the stockholders of Novastar and Acquisition Sub since the respective dates of their incorporation or organization.

3.24 Labor And Employment Matters.

(a) Set forth on Schedule 3.24 is a list of all employees of Novastar and its Subsidiaries as of the date hereof and their respective positions.

(b) (i) Neither Novastar nor any of its Subsidiaries is party to or bound by any collective bargaining agreement or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of Novastar or its Subsidiaries; (ii) none of the employees of Novastar or any of its Subsidiaries are represented by any labor organization and there are no organizational campaigns, demands, petitions or proceedings pending or, to Novastar's knowledge, threatened by any labor organization or group of employees seeking recognition or certification as collective bargaining representative of any group of employees of Novastar or its Subsidiaries; (iii) there are no union claims to represent the employees of Novastar or any of its Subsidiaries; and (iv) there are no strikes, controversies, slowdowns, work stoppages, lockouts or labor disputes pending or, to Novastar's knowledge, threatened against or affecting Novastar or any of its Subsidiaries, and there have not been any such actions during the past five (5) years.

(c) Novastar and each of its Subsidiaries is, and has at all times during at least the last three (3) years been, in compliance with all applicable Legal Requirements respecting immigration, employment and employment practices, and the terms and conditions of employment, including, without limitation, employment standards, equal employment opportunity, family and medical leave, wages, hours of work and occupational health and safety, and is not engaged in any unfair labor practices as defined in the National Labor Relations Act or any other applicable Legal Requirement. There are no written employment contracts, severance agreements or retention agreements with any employees of Novastar or any of its Subsidiaries and no written personnel policies, rules or procedures applicable to employees of Novastar or any of its Subsidiaries, other than those listed in Schedule 3.24, true and correct copies of which have heretofore been provided to Thorium Power. Except as set forth in Schedule 3.24, (i) there are no Proceedings related to Novastar or any of its Subsidiaries pending, or, to Novastar's knowledge, threatened, in any court or with any agency responsible for the enforcement of federal, state, local or foreign labor or employment laws regarding breach of any express or implied contract of employment, any Legal Requirement or regulation governing employment or the termination thereof or other illegal, discriminatory, wrongful or tortious conduct in connection with the employment relationship, the terms and conditions of employment, or applications for employment with Novastar or any of its Subsidiaries; and (ii) to Novastar's knowledge, no federal, state, local or foreign Governmental Entity responsible for the enforcement of immigration, labor, equal employment opportunity, family and medical leave, wages, hours of work, occupational health and safety or any other employment laws intends to conduct or is conducting an investigation with respect to or relating to Novastar or any of its Subsidiaries.

3.25 Restrictive Covenants. Except as set forth on Schedule 3.25, neither Novastar nor any of its Subsidiaries is subject to any covenant that would restrict Novastar or its Subsidiaries from engaging in their respective businesses.

3.26 Directors, Officers And Certain Employees. Schedule 3.26 sets forth a complete and correct list of the names and title, for each director and officer of Novastar and Acquisition Sub, who received compensation during Novastar's and Acquisition Sub's, as applicable, most recently ended fiscal year. Thorium Power has been provided current annual salary and bonus information for all Novastar employees, officers and directors. Except as disclosed on Schedule 3.26, Novastar is not aware of any employee who intends to terminate his or her employment relationship with Novastar or Acquisition Sub, as a result of the transactions contemplated hereby or otherwise.

3.27 Continuity of Business Enterprise. It is the present intention of Novastar to cause Thorium Power to continue at least one significant historic business line of Thorium Power, or to use at least a significant portion of Thorium Power's historic business assets in a business, in each case within the meaning of Treasury Regulations section 1.368-1(d), except that Novastar may transfer Thorium Power's historic business assets (i) to a corporation that is a member of Novastar's qualified group, within the meaning of Treasury Regulations section 1.368-1(d)(4)(ii), or (ii) to a partnership if (A) one or more members of Novastar's qualified group have active and substantial management functions as a partner with respect to Thorium Power's historic business or (B) members of Novastar's qualified group in the aggregate own an interest in the partnership representing a significant interest in Thorium Power's historic business, in each case within the meaning of Treasury Regulations section 1.368-1(d)(4)(iii).



4. **CONDITIONS TO OBLIGATIONS OF THORIUM POWER TO CLOSE.** The obligations of Thorium Power to consummate the transactions contemplated hereby and to make the deliveries contemplated at the Closing shall, in addition to the conditions set forth elsewhere herein, be subject to the satisfactory completion on or prior to the Closing Date of each of the following conditions, any of which may be waived by Thorium Power:

4.1 **Correctness of Representations And Warranties.** Each of the representations and warranties of Novastar and Acquisition Sub contained in this Agreement shall have been true and correct on the date hereof (unless stated as of another date) and shall be true and correct on the Closing Date with the same effect as if made on the Closing Date, and Novastar shall have executed and delivered to Thorium Power at Closing a certificate of an officer of Novastar to that effect.

4.2 **Performance of Covenants And Agreements.** All of the covenants and agreements of Novastar and Acquisition Sub contained in this Agreement and required to be performed by Novastar or Acquisition Sub on or before the Closing Date shall have been performed in all respects, and an officer of Novastar shall have executed and delivered to Thorium Power at Closing a certificate to that effect.

4.3 **Effectiveness of Registration Statement.** The Registration Statement shall have become effective, and no stop order suspending the effectiveness of the Registration Statement shall have been issued and remain in effect.

4.4 **No New Proceedings.** Novastar shall not be named as a defendant or respondent in any new Proceeding during the period between the execution of this Agreement and the Closing alleging damages in excess of the amount set forth in Schedule 4.4. No preliminary or permanent injunction or other order by any federal or state court preventing consummation of the transactions contemplated hereby shall have been issued and shall be continuing in effect, and the Merger and the other transactions contemplated hereby shall not be prohibited under any applicable federal or state law or regulation.

4.5 **Board of Directors Approvals.** The Board of Directors of Novastar shall have approved:

- (a) this Agreement and the transactions contemplated hereby;
- (b) Amended and Restated Bylaws of Novastar in form and substance reasonably satisfactory to Thorium Power; and
- (c) an amendment to Novastar's certificate of incorporation to: (i) increase the number of authorized shares of Novastar Common Stock to 500,000,000, (ii) change the name of Novastar to **Thorium Power Ltd.**, and (iii) make such other changes to the Novastar certificate of incorporation as may be mutually agreed upon by Novastar and Thorium Power.

4.6 **Stockholder Approval of Charter Amendment.** Novastar shall have obtained the written consent of the holders of a majority in interest of the Novastar Common Stock to the amendments to the certificate of incorporation of Novastar described in Section 4.5(c) above and Novastar shall have complied with the requirements of Regulation 14C under the 1934 Act, including requirements relating to the filing of a preliminary information statement and a definitive information statement (or other appropriate document(s)) and the mailing of a definitive information statement (or other appropriate document(s)) to the stockholders of Novastar.

4.7 Receipt of Releases. Thorium Power shall have received representation letters and releases in form and substance reasonably satisfactory to Thorium Power from such persons as Thorium Power may reasonably request, including Chris Davis.

4.8 Employment Agreements. Seth Grae and Andrey Mushakov shall have entered into employment agreements with Novastar on terms and subject to conditions that are reasonably satisfactory to Thorium Power.

4.9 Dissenting Stockholders. The total number of shares of Thorium Power Common Stock held by Dissenting Stockholders shall not exceed 10% of the outstanding shares of Thorium Power Common Stock at the proposed Effective Time.

4.10 Financing. Since January 1, 2006, Novastar shall have raised at least \$2,750,000 (it being understood that \$1,312,500 has already been raised) in an equity financing transaction and shall have invested at least \$1,200,000 of such funds in Thorium Power for Thorium Power Common Stock at a price per share of \$4.00 (exclusive of the \$150,000 that has already been invested in Thorium Power, but after giving a credit for any funds invested in Thorium Power by Novastar on or about the date hereof).

4.11 14F-1 Information Statement. Novastar shall have filed an information statement that complies with Rule 14f-1 under the 1934 Act relating to a change of majority of the directors of Novastar and, if requested by Thorium Power, the current directors of Novastar shall have provided Novastar with resignation letters in form satisfactory to Thorium Power and the persons designated by Thorium Power shall comprise the entire board of Novastar.

4.12 Amendment of Novastar Material Contracts. Novastar shall have amended the contracts listed on Schedule 4.12 such that the only remedy for a breach of obligations by Novastar thereunder would be termination of such contracts.

4.13 Absence of Material Adverse Change. There shall not have been any occurrence, event, incident, action, failure to act, or transaction since the date hereof which has had or is reasonably likely to cause a Material Adverse Effect on Novastar.

4.14 Due Diligence. Thorium Power shall have completed its business, accounting, and legal due diligence review of Novastar and its business, its assets and liabilities, and the results thereof shall be reasonably satisfactory to Thorium Power.

4.15 Consents And Approvals. Thorium Power shall have received written evidence satisfactory to it that all Required Consents have been obtained or made.

4.16 Delivery of Secretary's Certificate. Thorium Power shall have received a certificate from each of Novastar and Acquisition Sub, signed by its respective Secretary or Assistant Secretary, certifying that the attached copies of its respective Certificate of Incorporation, bylaws and resolutions of the board of directors approving this Agreement and the transactions contemplated hereby are all true, complete and correct and remain in full force and effect.

4.17 Exchange Agent. Novastar shall have entered into an agreement with the Exchange Agent in accordance with Section 1.2(c) hereof.

4.18 Exchangeable Securities. The holders of the Exchangeable Securities shall have agreed to exchange the Exchangeable Securities on the basis specified in Section 1.2(a).

4.19 Novastar Tax Returns. To the extent required by applicable law, Novastar shall have filed all Tax Returns required to have been filed by it through the Closing Date.

4.20 Other Closing Documents. Thorium Power shall have received the executed Certificate of Merger and such other agreements and instruments as Thorium Power shall reasonably request, in each case, in form and substance reasonably satisfactory to Thorium Power.

5. **CONDITIONS TO OBLIGATIONS OF NOVASTAR AND ACQUISITION SUB TO CLOSE.** The obligations of Novastar and Acquisition Sub to consummate the transactions contemplated hereby and to make the deliveries contemplated at the Closing shall, in addition to the conditions set forth elsewhere herein, be subject to the satisfactory completion on or prior to the Closing Date of each of the following conditions, any of which may be waived by Novastar or Acquisition Sub:

5.1 Correctness of Representations And Warranties. Each of the representations and warranties of Thorium Power contained in this Agreement shall have been true and correct on the date hereof (unless stated as of another date) and shall be true and correct on the Closing Date with the same effect as if made on the Closing Date, and Thorium Power shall have executed and delivered to Novastar and Acquisition Sub at Closing a certificate of an officer of Thorium Power to that effect.

5.2 Performance of Covenants And Agreements. All of the covenants and agreements of Thorium Power contained in this Agreement and required to be performed by Thorium Power on or before the Closing Date shall have been performed in all respects, and an officer of Thorium Power shall have executed and delivered to Novastar and Acquisition Sub at Closing a certificate to that effect.

5.3 Board Approval of Merger. The board of directors of Thorium Power shall have approved this Agreement and the transactions contemplated hereby.

5.4 Stockholder Approval of Merger. The stockholders of Thorium Power shall have taken all corporate action required to approve the Merger, and Thorium Power shall have delivered to Novastar and Acquisition Sub at Closing a certificate of Thorium Power's corporate secretary to that effect.

5.5 Board of Directors Approvals. The Board of Directors of Novastar shall have approved:

(a) Amended and Restated Bylaws of Novastar in form and substance reasonably satisfactory to Thorium Power; and

(b) An amendment to Novastar's certificate of incorporation to: (i) increase the number of authorized shares of Novastar Common Stock to 500,000,000, (ii) change the name of Novastar to **Thorium Power Ltd.**, and (iii) make such other changes to the Novastar certificate of incorporation as may be mutually agreed upon by Novastar and Thorium Power.

5.6 Stockholder Approval of Charter Amendment. Novastar shall have obtained the written consent of the holders of a majority in interest of the Novastar Common Stock to the amendments to the certificate of incorporation of Novastar described in Section 4.5(c) above and Novastar shall have complied with the requirements of Regulation 14C under the 1934 Act, including requirements relating to the filing of a preliminary information statement and a definitive information statement (or other appropriate document(s)) and the mailing of a definitive information statement (or other appropriate document(s)) to the stockholders of Novastar.

5.7 Receipt of Releases. Novastar shall have received representation letters and releases in form and substance reasonably satisfactory to Novastar from such persons as Novastar may reasonably request.

5.8 Employment Agreements. Seth Grae and Andrey Mushakov shall have entered into employment agreements with Novastar on terms and subject to conditions that are reasonably satisfactory to Novastar.

5.9 Effectiveness of Registration Statement. The Registration Statement shall have become effective, and no stop order suspending the effectiveness of the Registration Statement shall have been issued and remain in effect.

5.10 No New Proceedings. Thorium Power shall not be named as a defendant or respondent in any new Proceeding during the period between the execution of this Agreement and the Closing alleging damages in excess of the amount set forth on Schedule 5.10. No preliminary or permanent injunction or other order by any federal or state court preventing consummation of the transactions contemplated hereby shall have been issued and shall be continuing in effect, and the Merger and the other transactions contemplated hereby shall not be prohibited under any applicable federal or state law or regulation.

5.11 Dissenting Stockholders. The total number of shares of Thorium Power Common Stock held by Dissenting Stockholders shall not exceed 10% of the outstanding shares of Thorium Power Common Stock at the proposed Effective Time.

5.12 Consents And Approvals. Novastar and Acquisition Sub shall have received written evidence satisfactory to them that all Required Consents have been obtained or made.

5.13 Absence of Material Adverse Change. There shall not have been any occurrence, event, incident, action, failure to act, or transaction since the date hereof which has had or is reasonably likely to cause a Material Adverse Effect on Thorium Power.

5.14 14F-1 Information Statement. Novastar shall have filed an information statement that complies with Rule 14f-1 under the 1934 Act relating to a change of majority of the directors of Novastar and, if requested by Thorium Power, the current directors of Novastar shall have provided Novastar with resignation letters in form satisfactory to Thorium Power and the persons designated by Thorium Power shall comprise the entire board of Novastar.

5.15 Exchangeable Securities. The holders of the Exchangeable Securities shall have agreed to exchange the Exchangeable Securities on the basis specified in Section 1.2(a).

5.16 Delivery of Secretary's Certificate. Novastar shall have received a certificate from Thorium Power, signed by its Secretary or Assistant Secretary, certifying that the attached copies of its Certificate of Incorporation, bylaws and resolutions of the board of directors approving this Agreement and the transactions contemplated hereby are all true, complete and correct and remain in full force and effect.

5.17 Due Diligence. Novastar shall have completed its business, accounting, and legal due diligence review of Thorium Power and its business, its assets and liabilities, and the results thereof shall be reasonably satisfactory to Novastar and Acquisition Sub.

5.18 Other Closing Documents. Novastar and Acquisition Sub shall have received the executed Certificate of Merger and such other agreements and instruments as Novastar or Acquisition Sub shall reasonably request, in each case, in form and substance reasonably satisfactory to Novastar and Acquisition Sub.

6. PRE-CLOSING COVENANTS. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

6.1 General. Each of the Parties will use its commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of their respective closing conditions set forth in Section 4 and Section 5).

6.2 Full Access. Each Party shall permit representatives of each other Party to have full access to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to such Party.

6.3 Notice of Developments. Thorium Power will give prompt written notice to Novastar of any material adverse development causing a breach of any of the representations and warranties of Thorium Power herein. Novastar or Acquisition Sub will give prompt written notice to Thorium Power of any material adverse development causing a breach of any of their respective representations and warranties herein. No disclosure by any Party pursuant to this section, however, shall be deemed to amend or supplement any Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

6.4 Preparation of Registration Statement. Novastar shall prepare and file with the SEC, as soon as reasonably practicable after the date hereof, the Registration Statement. Novastar and Thorium Power shall use their commercially reasonable efforts to have the Registration Statement declared effective by the SEC as promptly as practicable after such filing and Thorium Power will cooperate with Novastar in the preparation of such Registration Statement. As soon as practicable following the date hereof, Thorium Power shall deliver to Novastar such audited financial statements as are required by the rules and regulations of the SEC for inclusion in the Registration Statement. Novastar shall also take any action (other than qualifying as a foreign corporation or taking any action which would subject it to taxation or service of process in any jurisdiction where Novastar is not now so qualified or subject) required to be taken under applicable state blue sky or provincial or federal securities laws in connection with the issuance of Novastar Common Stock in connection with the Merger. If at any time prior to the Effective Time any event shall occur that should be set forth in an amendment of or a supplement to the Registration Statement, Novastar shall prepare and file with the SEC such amendment or supplement as soon thereafter as is reasonably practicable. Novastar, Thorium Power and Acquisition Sub shall cooperate with each other in the preparation of the Registration Statement and any amendment or supplement thereto, and each shall notify the other of the receipt of any comments of the SEC with respect to the Registration Statement and of any requests by the SEC for any amendment or supplement thereto or for additional information, and shall provide to the other promptly copies of all correspondence between Novastar or Thorium Power, as the case may be, or any of their respective Representatives and the SEC with respect to the Registration Statement. Novastar shall give Thorium Power and its counsel the opportunity to review the Registration Statement and all responses to requests for additional information by and replies to comments of the SEC before their being filed with, or sent to, the SEC. Each of Thorium Power, Novastar and Acquisition Sub agrees to use its commercially reasonable efforts, after consultation with the other Parties, to respond promptly to all such comments of and requests by the SEC and to cause the Registration Statement to be declared effective by the SEC at the earliest practicable time and to be kept effective as long as is necessary to consummate the Merger.

6.5 Regulatory And Other Approvals. Subject to the terms and conditions of this Agreement, each Party will proceed diligently and in good faith to, as promptly as practicable, (a) obtain all Required Consents, make any other filings with and give any other notices to Governmental Entities or any other public or private third parties required of a Party or any of their Subsidiaries to consummate the Merger and the other matters contemplated hereby, and (b) provide such other information and communications to such Governmental Entity or other public or private third parties as any other Party or such Governmental Entity or other public or private third parties may reasonably request in connection therewith.

6.6 Periodic Reports. Until the Effective Time, Novastar will, subject to the requirements of applicable laws, furnish to Thorium Power all filings to be made with the SEC and all materials to be mailed to Novastar's stockholders and will solicit comments with respect thereto from Thorium Power, in each case, at least 48 hours (or as soon thereafter as is practicable) prior to the time of such filings and the time of such mailings.

6.7 Preservation of Business. From the date of this Agreement until the Closing Date, Thorium Power and Novastar (on behalf of itself and the Subsidiaries of Novastar) shall operate only in the ordinary and usual course of business consistent with past practice (provided, however, that Novastar shall not issue any securities to employees, consultants, advisors or others in consideration for services rendered or to be rendered without the prior written consent of Thorium Power), and shall use reasonable commercial efforts to (a) preserve intact its respective business organization, (b) preserve the good will and advantageous relationships with customers, suppliers, independent contractors, employees and other Persons material to the operation of its respective business, and (c) not permit any action or omission which would cause any of its respective representations or warranties contained herein to become inaccurate or any of its respective covenants to be breached in any material respect. Without limiting the generality of the foregoing, except as contemplated by this Agreement or as set forth in Schedule 6.7, prior to the Closing, neither Novastar nor Thorium Power shall, without the prior written consent of the other:

- (i) take any action, incur any obligation or enter into or authorize any Contract or transaction other than in the ordinary course of business;
- (ii) sell, transfer, convey, assign or otherwise dispose of any of its assets or properties, except in the ordinary course of business;
- (iii) waive, release or cancel any claims against third parties or debts owing to it, or any rights which have any value, in any such case in an amount greater than \$25,000;
- (iv) make any changes in its accounting systems, policies, principles or practices except as may be required by applicable law or GAAP;
- (v) except in connection with this Agreement, the financing (and any other similar financings) described in Section 4.10 hereof, and pursuant to the terms of outstanding options, warrants or convertible or exchangeable securities, authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, convertible or exchangeable securities, commitments, subscriptions, rights to purchase or otherwise) any shares of its capital stock or any other securities, or amend any of the terms of any such securities;
- (vi) split, combine, or reclassify any capital stock, declare, set aside or pay any distribution (whether in cash, shares or property or any combination thereof) in respect of its capital stock, or redeem or otherwise acquire any of its securities, except consistent in time and amount with past practice;
- (vii) make any borrowings, incur any debt (other than trade payables in the ordinary course of business), or assume, guarantee, endorse or otherwise become liable (whether directly, contingently or otherwise) for the obligations of any other Person in an aggregate principal amount exceeding \$25,000, or make any unscheduled payment or repayment of principal in respect of any debt;

(viii) make any new loans, advances or capital contributions to, or new investments in, any other Person, except in connection with travel and expense reimbursement of employees in the ordinary course of business;

(ix) enter into, adopt, amend in any material respect or terminate any bonus, profit sharing, compensation, termination, stock option, stock appreciation right, restricted stock, performance unit, pension, retirement, deferred compensation, employment, severance or other employee benefit agreements, trusts, plans, funds or other arrangements for the benefit or welfare of any director, officer or employee, or increase in any manner the compensation or fringe benefits of any director, officer or employee, except for normal increases in the ordinary course of business consistent with past practice that, in the aggregate, do not result in a material increase in benefits or compensation expense to such party, or pay any benefit not required by any existing plan and arrangement or enter into any Contract to do any of the foregoing;

(x) borrow, acquire, lease or encumber any assets outside the ordinary course of business;

(xi) authorize or make any capital expenditures that individually, or in the aggregate, exceed \$25,000;

(xii) make any material Tax election or settle or compromise any material federal, state, local or foreign income Tax liability, or waive or extend the statute of limitations in respect of any such Taxes;

(xiii) pay or agree to pay any amount in settlement or compromise of any suits or claims of liability in an amount more than \$25,000; or

(xiv) terminate, or modify, amend or otherwise alter or change in any material respect, any of the terms or provisions of any material Contract (other than as required by the terms thereof), or pay any amount not required by law or by any Contract in an amount more than \$25,000.

6.8 Publicity. Prior to issuing any public announcement or statement with respect to the transactions contemplated hereby Thorium Power and Novastar will, subject to their respective legal obligations, consult with each other and will allow each other to review the contents of any such public announcement or statement and any such filing. Subject to the preceding sentence, Thorium Power and Novastar each agree to furnish to the other copies of all other public announcements they may make concerning their respective business and operations promptly after such public announcements are made.



6.9 Thorium Power Exchangeable Securities. Thorium Power shall use commercially reasonable efforts to cause the holders of the Exchangeable Securities to exchange such securities at the Closing pursuant to Section 1.2(a) hereof.

6.10 Appointment of Seth Grae as CEO and President of Novastar. As soon as practicable following the execution of this Agreement, Novastar shall take such action as may be necessary to appoint Seth Grae as the Chief Executive Officer and President of Novastar.

6.11 Continuity of Business Enterprise. Novastar will cause Thorium Power to continue at least one significant historic business line of Thorium Power, or use at least a significant portion of Thorium Power's historic business assets in a business, in each case within the meaning of Treasury Regulations section 1.368-1(d), except that Novastar may transfer Thorium Power's historic business assets (i) to a corporation that is a member of Novastar's qualified group, within the meaning of Treasury Regulations section 1.368-1(d)(4)(ii), or (ii) to a partnership if (A) one or more members of Novastar's qualified group have active and substantial management functions as a partner with respect to Thorium Power's historic business or (B) members of Novastar's qualified group in the aggregate own an interest in the partnership representing a significant interest in Thorium Power's historic business, in each case within the meaning of Treasury Regulations section 1.368-1(d)(4)(iii). Novastar (or its Subsidiary) will not transfer Thorium Power's stock to (i) a corporation that is not a member of Novastar's qualified group or (ii) a partnership.

6.12 No Solicitation.

(a) Immediately following the execution of this Agreement, the Parties will (and will cause each of their respective employees, officers, directors and agents ("**Representatives**") to) terminate any and all existing activities, discussions and negotiations with third parties (other than each other) with respect to any Alternative Proposal.

(b) No Party will (and each will cause its Representatives not to), directly or indirectly, solicit, initiate or knowingly encourage the submission of any offer or proposal to acquire all or a majority of a Party's capital stock or all or ten percent (10%) or more of the assets or business of a Party (other than the transactions contemplated by this Agreement), whether by merger, purchase of stock, purchase of assets, tender offer, exchange offer or otherwise (an "**Alternative Proposal**"); provided, however, that, if a Party shall receive an unsolicited Alternative Proposal, then such Party and its Representatives may enter into discussions or negotiations with respect to such Alternative Proposal with the Person presenting such Alternative Proposal and provide information to such Person if (i) the board of directors of such Party determines in good faith, after receiving the advice of its outside legal counsel, that such action is required in order for the board of directors of such Party to act in a manner consistent with its fiduciary duties under applicable law, (ii) the board of directors of such Party concludes in good faith, in consultation with its financial advisors, that such Alternative Proposal constitutes a Superior Proposal, (iii) such Party receives from such Person an executed confidentiality agreement on terms substantially similar and no less favorable to such Party as the confidentiality provisions contained herein or pursuant to any other confidentiality agreement among the Parties hereto, and (iv) such Party has complied with its obligations under this Section 6.12.

(c) A Party shall promptly (and in any event by 5:00 p.m. New York City time, on the next business day) communicate to the other Parties in writing the identity of the Person making an Alternative Proposal or any related inquiries, proposals or offers, and the terms and conditions of such Alternative Proposal, inquiry, proposal or offer that it may receive. The Party receiving the Alternative Proposal will keep the other Parties informed as to the status of any actions, including any discussions, taken with respect to such Alternative Proposal. The Party receiving the Alternative Proposal shall also keep the other Parties informed of the status of any modifications to any Alternative Proposal (each Party agreeing that it (and its Subsidiaries) will not enter into any confidentiality agreement with any Person subsequent to the date of this Agreement which prohibits the Party from providing such information to the other Parties).

(d) A Party's board of directors (or a committee thereof) shall not approve or recommend an Alternative Proposal, or withdraw or modify its approval or recommendation of this Agreement and the transactions contemplated hereby, including the Merger (or publicly propose to do any of the foregoing) except as expressly provided in this Section 6.12. In response to the receipt of an unsolicited written Alternative Proposal, if a Party has complied with this Section 6.12 and the board of directors of the Party (A) determines in good faith that the Alternative Proposal is a Superior Proposal (and continues to constitute a Superior Proposal after taking into account any modifications proposed by the other Parties hereto during any five business day period referred to below), and (B) after receiving the advice of its outside counsel has concluded in good faith that such action is required in order for the board of directors of the Party receiving the Alternative Proposal to act in a manner consistent with its fiduciary duties under applicable law, then, on the sixth business day following the other Party's receipt of written notice from the Party receiving the Alternative Proposal of the intention of the board of directors of such Party to do so, the board of directors of the Party that received the Alternative Proposal may approve and recommend such Superior Proposal and, in connection with such Superior Proposal, withdraw or modify its approval or recommendation of this Agreement and the Merger. As used herein, the term "**Superior Proposal**" means an Alternative Proposal which the board of directors of a Party determines in good faith and after consultation with its financial advisor and after receiving the advice of its outside legal counsel to be more favorable to that Party's stockholders from a financial point of view than the Merger and which is reasonably likely to be financed and otherwise completed without any undue delay. Notwithstanding the foregoing, the board of directors of a Party that received an Alternative Proposal shall not approve or recommend a Superior Proposal or withdraw or modify its approval or recommendation of this Agreement and the Merger in response to a Superior Proposal (X) until five business days after the Party that received the Alternative Proposal provides written notice to the other Parties (an "**Alternative Proposal Notice**") advising the other Parties that the board of directors of the Party that received the Alternative Proposal or a committee thereof has received a Superior Proposal, specifying the material terms and conditions of such Superior Proposal, and identifying the Person or group making such Superior Proposal and (Y) if during such five business day period, the other Parties propose any alternative transaction (including any modifications to the terms of this Agreement), unless the board of directors of the Party that received the Alternative Proposal or a committee thereof determines in good faith (after consultation with its financial advisors and outside legal counsel, and taking into account all financial, legal, and regulatory terms and conditions of such alternative transaction proposal) that such alternative transaction proposal is not at least as favorable to the Party that received the Alternative Proposal and its stockholders from a financial point of view as the Superior Proposal (it being understood that any change in the financial or other material terms of a Superior Proposal shall require a new Alternative Proposal Notice and a new five business day period under this Section 6.12).

(e) Nothing in this Section 6.12 shall permit a Party to terminate this Agreement except as specifically provided in Section 9. For the avoidance of doubt, no Party may enter into any agreement with respect to an Alternative Proposal during the term of this Agreement unless it first complies with the provisions of this Section 6.12 and Section 9.

6.13 Financing. On or before March 31, 2006, Novastar shall use commercially reasonable efforts to raise at least \$2,750,000 (it being understood that \$1,312,500 has already been raised) in an equity financing transaction and shall invest at least \$1,200,000 of such funds in Thorium Power for Thorium Power Common Stock at a price per share of \$4.00 (exclusive of the \$150,000 that has already been invested in Thorium Power, but after giving a credit for any funds invested in Thorium Power by Novastar on or about the date hereof).

6.14 Amendment of Novastar Material Contracts. On or before March 31, 2006, Novastar shall use commercially reasonable efforts to amend the contracts listed on Schedule 4.12 such that the only remedy for a breach of obligations by Novastar thereunder is termination of such contracts.

## 7. INDEMNIFICATION.

7.1 Indemnification By Thorium Power. Thorium Power shall indemnify and hold harmless Novastar and Acquisition Sub and their respective officers, directors, employees, attorneys, agents and controlling persons from any liability, damage, loss, penalty, cost or expense, including attorneys fees and costs of investigating and defending against lawsuits, complaints, actions or other pending or threatened litigation (collectively, "Costs"), arising from or attributable to any breach of any representation, warranty or agreement made by Thorium Power herein or in any certificate delivered by Thorium Power in connection with the transactions contemplated herein.

7.2 Indemnification By Novastar. Novastar shall indemnify and hold harmless Thorium Power and its officers, directors, employees, attorneys, agents and controlling persons from Costs arising from or attributable to any breach of any representation, warranty or agreement made by Novastar or Acquisition Sub herein or in any certificate delivered by Novastar or Acquisition Sub in connection with the transactions contemplated herein.

7.3 Limitations Period. The indemnification rights provided in Sections 7.1 and 7.2 apply only with respect to claims asserted by written notice provided to the Party from whom indemnification is sought, no later than the Effective Date (the "***Indemnification Period***"). This limitations period is not intended to restrict the right of a director, officer, employee, attorney or agent of a Party to seek indemnification from that Party, consistent with the Party's bylaws or corporate policies.

7.4 Procedures For Resolution And Payment of Claims For Indemnification.

(a) If a Person entitled to be indemnified under this Section 7 (the “**Indemnitee**”) shall incur any Costs or determine that it is likely to incur any Costs, including without limitation claims by third parties, and believes that it is entitled to be indemnified against such Costs by a Party hereunder (the “**Indemnitor**”), such Indemnitee shall deliver to the Indemnitor a certificate (an “**Indemnity Certificate**”) signed by the Indemnitee which Indemnity Certificate shall:

(i) state that the Indemnitee has paid or properly accrued Costs, or anticipates that it will incur liability for Costs for which such Indemnitee is entitled to indemnification pursuant to this Agreement; and

(ii) specify in reasonable detail each individual item of Cost included in the amount so stated, the date such item was paid or properly accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty or breach of covenant to which each such item is related and the computation of the amount to which such Indemnitee claims to be entitled hereunder.

(b) In case the Indemnitor shall object to the indemnification of an Indemnitee in respect of any claim or claims specified in any Indemnity Certificate, the Indemnitor shall within 30 days after receipt by the Indemnitor of such Indemnity Certificate deliver to the Indemnitee a written notice to such effect and the Indemnitor and the Indemnitee shall, within the 30-day period beginning on the date of receipt by the Indemnitee of such written objection, attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims to which the Indemnitor shall have so objected. If the Indemnitee and the Indemnitor shall succeed in reaching agreement on their respective rights with respect to any of such claims, the Indemnitee and the Indemnitor shall promptly prepare and sign a writing setting forth such agreement.

(c) Promptly after the assertion by any third party of any claim against any Indemnitee that, in the judgment of such Indemnitee, may result in the incurrence by such Indemnitee of Costs for which such Indemnitee would be entitled to indemnification pursuant to this Agreement, such Indemnitee shall deliver to the Indemnitor a written notice describing in reasonable detail such claim and such Indemnitor may, at its option, assume the defense of the Indemnitee against such claim (including the employment of counsel, who shall be satisfactory to such Indemnitee, and the payment of expenses), which assumption shall not be deemed an admission of liability for indemnification. Any Indemnitee shall have the right to employ separate counsel in any such action or claim and to participate in the defense thereto, but the fees and expenses of such counsel shall not be at the expense of the Indemnitor unless (i) the Indemnitor shall have failed, within a reasonable time after having been notified by the Indemnitee of the existence of such claim as provided in the preceding sentence, to assume the defense of such claim, (ii) the employment of such counsel has been specifically authorized by the Indemnitor, or (iii) the named parties to any such action (including any impleaded parties) include both such Indemnitee and the Indemnitor and such Indemnitee shall have been advised in writing by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to Indemnitor. No Indemnitor shall be liable to indemnify any Indemnitee for any settlement of any such action or claim effected without the consent of the Indemnitor but if settled with the written consent of the Indemnitor, or if there be a final judgment for the plaintiff in any such action, the Indemnitor shall jointly and severally indemnify and hold harmless each Indemnitee from and against any loss or liability by reason of such settlement or judgment. If an Indemnitor assumes the defense of an Indemnitee against a claim asserted hereunder, the Indemnitee shall give the Indemnitor access to its books and records as necessary to conduct such defense and cooperate in such defense.

7.5 Limitation on Indemnification. Notwithstanding any other provision of this Section 7: (i) no Party will have any indemnification obligations for Costs under Section 7 unless and until the Costs exceed Twenty Five Thousand Dollars (\$25,000), and then only to the extent of such excess; and (ii) in no event will the aggregate indemnification to be paid by a Party under Section 7 exceed Two Hundred Fifty Thousand Dollars (\$250,000); provided, however, that this Section 7.5 shall not apply to any intentional breach.

7.6 Exclusive Remedy. The Parties acknowledge and agree that the sole and exclusive remedy for any breach or inaccuracy, or alleged breach or inaccuracy, of any representation or warranty in this Agreement or any covenant or agreement to be performed hereunder on or prior to the Closing Date, will be indemnification in accordance with this Section 7. In furtherance of the foregoing, the Parties hereby waive, to the fullest extent permitted by applicable law, any and all other rights, claims and causes of action (including rights of contributions, if any) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any tort or breach of contract claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against the other arising under or based upon any law (including any such law under or relating to environmental matters), common law or otherwise.

8. **CONFIDENTIAL INFORMATION**. Each Party agrees that it will use the Confidential Information that it receives solely for the purpose of evaluating and implementing the transactions contemplated hereby and for no other purpose. Each Party shall keep the Confidential Information strictly confidential, and shall not disclose any of the Confidential Information to any Person or use any of the Confidential Information for any other purpose; provided that each Party may disclose the Confidential Information to its accountants and attorneys (each an “*Agent*” and collectively the “*Agents*”) who need to know such Confidential Information solely for purposes of assisting such Party in evaluating the transactions contemplated hereby and, provided further, that such Confidential Information may be disclosed where required by applicable law or any rules and regulations of an exchange or automated quotation system. As a condition precedent to disclosing any Confidential Information to any such Agent, the Party will inform such Agent of the confidential nature of the Confidential Information and such Agent will agree to be bound to the terms and provisions hereof, as if such Agent was a party hereto.

9. **TERMINATION**.

9.1 Ability to Terminate. This Agreement shall terminate at any time prior to the Closing as follows:

(a) By the mutual written consent of the Parties.

(b) By Novastar or Acquisition Sub, (i) upon written notice to Thorium Power that any of the conditions in Section 5 have not been fulfilled or waived on or prior to October 31, 2006, (ii) if there has been a breach by Thorium Power of any representation, warranty or covenant made by it in this Agreement which has prevented the satisfaction of any condition to the obligations of Novastar and/or Acquisition Sub to effect the Closing and such breach has not been cured by Thorium Power or waived by Novastar and Acquisition Sub within 20 business days after all other conditions to Closing have been satisfied or are capable of being satisfied, (iii) if an Alternative Proposal relating to Thorium Power has not been rejected within thirty (30) days after receipt thereof by Thorium Power, or (iv) if Novastar and/or Acquisition Sub has complied with the provisions of Sections 6.12 and 9.3(c) with regard to a Superior Proposal.

(c) By Thorium Power, (i) upon written notice to Novastar and Acquisition Sub that any of the conditions in Section 4 have not been fulfilled or waived on or prior to October 31, 2006, (ii) if there has been a breach by Novastar or Acquisition Sub of any representation, warranty or covenant made by it in this Agreement which has prevented the satisfaction of any condition to the obligations of Thorium Power to effect the Closing and such breach has not been cured by Novastar and/or Acquisition Sub or waived by Thorium Power within 20 business days after all other conditions to Closing have been satisfied or are capable of being satisfied, (iii) if an Alternative Proposal relating to Novastar and/or Acquisition Sub has not been rejected within thirty (30) days after receipt thereof by Novastar and/or Acquisition Sub, or (iv) if Thorium Power has complied with the provisions of Sections 6.12 and 9.3(b) with regard to a Superior Proposal.

(d) By any Party if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Merger and such order, decree, ruling or other action shall have become final and nonappealable (provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to any Party until such Party has used all commercially reasonable efforts to remove such order, decree, ruling or other action unless such removal is not reasonably likely to be obtained).

9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by any of the Parties pursuant to this Section 9, written notice thereof will forthwith be given by the terminating Party to the other Parties and this Agreement will terminate and the transactions contemplated hereby will be abandoned, without further action by either Party, whereupon the liabilities of the Parties hereunder will terminate, except as otherwise expressly provided in this Agreement (including Section 9.3).

9.3 Remedies upon Termination. If this Agreement is terminated as provided herein:

(a) Except as otherwise provided in this Section 9.3, such termination will be the sole remedy of the Parties with respect to breaches of any representation, warranty or covenant contained in this Agreement and none of the Parties nor any of their trustees, directors, officers, employees or Affiliates, as the case may be, will have any liability or further obligation to the other Parties or any of their trustees, directors, officers, employees or Affiliates, as the case may be, pursuant to this Agreement.

(b) Notwithstanding Section 9.3(a), if Novastar or Acquisition Sub terminates this Agreement pursuant to Section 9.1(b)(iii) or if Thorium Power terminates this Agreement pursuant to Section 9.1(c)(iv), then Thorium Power shall pay to Novastar liquidated damages equal to \$500,000.

(c) Notwithstanding Section 9.3(a), if Thorium Power terminates this Agreement pursuant to Section 9.1(c)(iii) or if Novastar or Acquisition Sub terminates this Agreement pursuant to Section 9.1(b)(iv), then Novastar shall pay to Thorium Power liquidated damages equal to \$500,000.

9.4 Liquidated Damages. In view of the difficulty of determining the amount of damages which may result from a termination under the circumstances set forth in Sections 9.3(b) and 9.3(c), and the failure of the Parties to consummate the transactions contemplated by this Agreement, the Parties have mutually agreed that the payment set forth in such sections will be made to the respective Parties as liquidated damages, and not as a penalty. In the event of any such termination, the Parties have agreed that the payment set forth in Sections 9.3(b) and 9.3(c) will be the sole and exclusive remedy for monetary damages of the Parties. ACCORDINGLY, THE PARTIES HEREBY ACKNOWLEDGE THAT (i) THE EXTENT OF DAMAGES CAUSED BY THE FAILURE OF THIS TRANSACTION TO BE CONSUMMATED WOULD BE IMPOSSIBLE OR EXTREMELY DIFFICULT TO ASCERTAIN, (ii) THE AMOUNT OF THE LIQUIDATED DAMAGES PROVIDED FOR IN SECTION 9.3(b) AND SECTION 9.3(c) IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES, AND (iii) RECEIPT OF SUCH LIQUIDATED DAMAGES BY THE RESPECTIVE PARTIES DOES NOT CONSTITUTE A PENALTY. THE PARTIES HEREBY FOREVER WAIVE AND AGREE TO FOREGO TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ANY AND ALL RIGHTS THEY HAVE OR IN THE FUTURE MAY HAVE TO ASSERT ANY CLAIM DISPUTING OR OTHERWISE OBJECTING TO ANY OR ALL OF THE FOREGOING PROVISIONS OF THIS SECTION 9. Any payment under Section 9.3(b) or Section 9.3(c) will be made by wire transfer of immediately available funds to a bank account in the United States of America designated in writing by the Party entitled to receive such payment not later than ten business days following the date such Party delivers notice of such account designation to the Party responsible to make such payment.

#### 10. MISCELLANEOUS PROVISIONS.

10.1 Construction; Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York without regard to principles of conflicts of laws.

10.2 Notices. All notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms of this Agreement shall be in writing, and shall be sent to the applicable Party at the following addresses or facsimile numbers, as applicable:

If to Novastar:

Novastar Resources Ltd.  
c/o Sean Mulhearn  
364 West 18<sup>th</sup> Street, Suite 5G  
New York, NY 10001  
Attention: Charles Merchant  
Fax: (212) 366-4312

With a copy to:

Pillsbury Winthrop Shaw Pittman LLP  
1540 Broadway  
New York, NY 10036-4039  
Attention: Jerry P. Peppers, Esq.  
Fax: (212) 858-1500

If to Acquisition Sub:

TP Acquisition Corp.  
c/o Novastar Resources Ltd.  
c/o Sean Mulhearn  
364 West 18<sup>th</sup> Street, Suite 5G  
New York, NY 10001  
Attention: Charles Merchant  
Fax: (212) 366-4312

With a copy to:

Pillsbury Winthrop Shaw Pittman LLP  
1540 Broadway  
New York, NY 10036-4039  
Attention: Jerry P. Peppers, Esq.  
Fax: (212) 858-1500

If to Thorium Power:

Thorium Power, Inc.  
8300 Greensboro Drive  
Suite 800  
McLean, VA 22102  
Attention: Seth Grae  
Fax: (202) 318-2502

With a copy to:

Thelen Reid & Priest LLP  
701 Eighth Street, N.W.  
Washington, DC 20001  
Attention: Louis A. Bevilacqua, Esq.  
Fax: (202) 654-1804



or to such other address or facsimile number as any Party may have furnished to each other Party in writing in accordance herewith. All notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be sent and effective as follows: (i) on the business day delivered, when delivered personally; (ii) five (5) business days after mailing if mailed by registered or certified mail, return receipt requested (postage prepaid); (iii) on the next business day if sent by a nationally recognized overnight express courier service with all costs prepaid and provided evidence of delivery is available; or (iv) on the business day of a facsimile transmission if received on a business day before 5:00 p.m., local time, or on the next business day if received after that time, in each case provided that an automatic machine confirmation indicating the time of receipt is generated.

10.3 Assignment. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof may be assigned by Novastar or Acquisition Sub without Thorium Power's prior written consent or by Thorium Power without Novastar's prior written consent. Nothing contained herein, express or implied, is intended to confer upon any Person other than the Parties hereto and their successors in interest and permitted assignees any rights or remedies under or by reason of this Agreement unless so expressly stated herein to the contrary.

10.4 Amendments And Waivers. No breach of any covenant, agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the Party who is entitled to assert such breach. No waiver of any right hereunder shall operate as a waiver of any other right or of the same or a similar right on another occasion. This Agreement and the Exhibits and Schedules hereto may be modified only by a written instrument duly executed by the Parties hereto.

10.5 Attorneys' Fees. In the event that any action or proceeding is commenced by any Party hereto for the purpose of enforcing any provision of this Agreement, the Parties to such action or proceeding may receive as part of any award, judgment, decision or other resolution of such action, proceeding or arbitration their costs and attorneys' fees as determined by the Person or body making such award, judgment, decision or resolution. Should any claim hereunder be settled short of the commencement of any such action or proceeding, the Parties in such settlement shall be entitled to include as part of the damages alleged to have been incurred costs of attorneys or other professionals in investigation or counseling on such claim.

10.6 Binding Nature of Agreement. This Agreement includes each of the Schedules and Exhibits that are referred to herein or attached hereto, all of which are incorporated by reference herein. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective executors, heirs, legal representatives, successors and permitted assigns.

10.7 Expenses. The costs and expenses and the professional fees and disbursements incurred by Thorium Power in connection herewith shall be borne by Thorium Power. The costs and expenses and the professional fees and disbursements incurred by Novastar and Acquisition Sub in connection herewith shall be borne by Novastar and Acquisition Sub, respectively.

10.8 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior representations, agreements and understandings relating to the subject matter hereof.

10.9 Severability. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

10.10 Counterparts; Signatures; Section Headings. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. A facsimile signature shall bind the signatory in the same way that an original signature would bind the signatory. The headings of each section, subsection or other subdivision of this Agreement are for reference only and shall not limit or control the meaning thereof.

10.11 Waiver of Jury Trial. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THE RELATED AGREEMENTS, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

10.12 Submission to Jurisdiction. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State of New York. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement. Each party hereby waives (i) any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 10.12, and (ii) the right each may have to a trial by jury.

Each party stipulates that the court in the State of New York shall have in personam jurisdiction over each of them for the purpose of litigating any such dispute, controversy or proceeding. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section 10.12 by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in Section 10.2. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the date first written above.

NOVASTAR RESOURCES LTD.

By: /s/ Charles Merchant  
Name: Charles Merchant  
Title: Chief Operating Officer  
and Interim Chief Executive Officer

TP ACQUISITION CORP.

By: /s/ Charles Merchant  
Name: Charles Merchant  
Title: President

THORIUM POWER, INC.

By: /s/ Seth Grae  
Name: Seth Grae  
Title: President

# EXHIBIT INDEX

<i><b>Exhibit Number</b></i>	<i><b>Description</b></i>
3.1	Articles of Incorporation (incorporated by reference from Novastar's Registration Statement on Form 10-SB filed on December 17, 1999).
3.2	By-laws (incorporated by reference from Novastar's Registration Statement on Form 10-SB filed on December 17, 1999).
5*	Opinion of Gary Henrie, as to the validity under Nevada law of the Securities being registered hereunder
4.1	2005 Compensation Plan for Outside Consultants of Custom Brand Networks, Inc. dated March 1, 2005 (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on March 10, 2005).
4.2	2005 Augmented Compensation Plan for Outside Consultants of Novastar Resources Ltd. dated August 15, 2005 (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on August 19, 2005).
4.3	2006 Stock Plan (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed February 21, 2006)
8*	Tax opinion of Thelen Reid & Priest LLP
10.1	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Walter Doyle (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.2	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Adam Harrison (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.3	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Tim Lelek (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.4	Consulting Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Bruce Fearn (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).
10.5	Compensation Agreement dated October 15, 2004 between Custom Branded Networks, Inc. and Paul G. Carter (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on October 19, 2004).

10.6	Consulting Agreement dated January 24, 2005 between Custom Branded Networks, Inc. and Walter Doyle (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on January 27, 2005).
10.7	Consulting Agreement dated January 24, 2005 between Custom Branded Networks, Inc. and Sanjeev Pamnani (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on January 27, 2005).
10.8	Consulting Agreement dated January 24, 2005 between Custom Branded Networks, Inc. and Seth Shaw (incorporated by reference from Novastar's Registration Statement on Form S-8 filed on January 27, 2005).
10.9	Assignment of Specific Mineral Rights dated September 14, 2005 between American Graphite Holdings and Novastar Resources Ltd. (incorporated by reference from Novastar's Current Report on Form 8-K filed on October 11, 2005).
10.10*	Amendment No. 1, dated March 5, 2006, to Assignment of Specific Mineral Rights between American Graphite Holdings and Novastar Resources Ltd.
10.11	Mining Acquisition Agreement dated September 30, 2005 between Walter Doyle and Novastar Resources Ltd. (incorporated by reference from Novastar's Current Report on Form 8-K filed on October 11, 2005).
10.12*	Amendment No. 1, dated March 5, 2006, to Mining Acquisition Agreement between Walter Doyle and Novastar Resources Ltd.
10.13	Agreement and Plan of Merger dated as of February 14, 2006, between Novastar Resources Ltd., TP Acquisition Corp. and Thorium Power, Inc. (incorporated by reference from Novastar's Current Report on Form 8-K filed on June 13, 2006).
10.14*	Amendment No. 1, dated June 9, 2006, to Agreement and Plan of Merger between Novastar Resources Ltd., TP Acquisition Corp. and Thorium Power, Inc. (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.15	Employment Agreement, dated as of February 14, 2006, between Novastar and Seth Grae (incorporated by reference to Exhibit 10.2 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.16	Stock Option Agreement, dated as of February 14, 2006, between Novastar and Seth Grae (incorporated by reference to Exhibit 10.3 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.17	Subscription Agreement, dated as of February 14, 2006, between Novastar and Thorium Power (incorporated by reference to Exhibit 10.4 of the current report of Novastar on Form 8-K filed February 21, 2006)

10.18	Amended and Restated Consulting Agreement, dated February 6, 2006, between Novastar and Alan Gelband (incorporated by reference to Exhibit 10.5 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.19	Form of Subscription Agreement between Novastar and the investors in the private placement closed on February 14, 2006 (incorporated by reference to Exhibit 10.6 of the current report of Novastar on Form 8-K filed February 21, 2006)
10.20	Assignment of Minerals Lease, dated December 31, 2005, between CM Properties and Novastar Resources Ltd. (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed January 10, 2006)
10.21*	Amendment No. 1 to Assignment of Minerals Lease, dated March 5, 2006 between CM Properties and Novastar Resources Ltd.
10.22*	Office Service Renewal Agreement, dated September 21, 2005, between Tysons Business Center, LLC and Thorium Power
10.23*	Sublease Agreement, dated May 28, 2004, between Thorium Power and Carmen & Muss, P.L.L.C.
10.24*	Office Building Lease, dated August 14, 2001, between Washington Real Estate Investment Trust and Thorium Power.
10.25*	Teaming Agreement dated February 22, 2006 between The University of Texas System, The University of Texas of the Permian Basin, The University of Texas at Austin, The University of Texas at Arlington, The University of Texas at Dallas, The University of Texas at El Paso, The City of Andrews, Texas, Andrews County, Texas, the Midland Development Corporation, the Odessa Development Corporation, Thorium Power and General Atomics.
10.26	Amendment No. 1 to Amended and Restated Consulting Agreement, dated June 12, 2006, among Novastar Resources, Ltd., Alan Gelband and Alan Gelband Company, Inc. (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.27	Employment Agreement, dated June 6, 2006, between Novastar Resources, Ltd. and Cornelius J. Milmoie (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.28	Stock Option Agreement, dated June 6, 2006, between Novastar Resources, Ltd. and Cornelius J. Milmoie (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.29	Consulting Agreement, dated June 12, 2006, between Novastar Resources, Ltd. and Larry Goldman (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).

10.30	Stock Option Agreement, dated June 12, 2006, between Novastar Resources, Ltd. and Larry Goldman (incorporated by reference to Exhibit 10.1 of the current report of Novastar on Form 8-K filed June 13, 2006).
10.31*	Office Service Agreement, dated April 19, 2006, between Tysons Business Center LLC and Novastar Resources Ltd.
14.1	Code of Ethics (incorporated by reference from Novastar's Annual Report on Form 10-KSB filed on October 13, 2004).
16.1	Letter from Morgan and Company dated September 14, 2005 regarding change in independent accountant (incorporated by reference from Novastar's Current Report on Form 8-K filed on October 11, 2005).
23.1*	Consent of Thelen Reid & Priest LLP (included in Exhibit 8)
23.2*	Consent of Gary Henrie, Esq. (included in Exhibit 5)
23.3*	Consent of Telford Sadovnick, P.L.L.C.
23.4*	Consent of Morgan and Company, Chartered Accountants
23.5*	Consent of Child, Van Wagoner & Bradshaw, PLLC
24*	Power of Attorney (included on the signature page to this registration statement)

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\* filed herewith

Gary R. Henrie  
Attorney at Law

8275 S. Eastern Ave., Suite 200  
Las Vegas, NV 89123

Telephone: 702-616-3093  
Facsimile: 435-753-1775  
E-mail: [gary@grhlaw.net](mailto:gary@grhlaw.net)

June 14, 2006

Board of Directors  
Novastar Resources Ltd.  
8300 Greensboro Drive  
Suite 800  
McLean, VA 22102

Re: 162,640,438 Shares Common Stock \$0.001 Par Value  
Form S-4 Registration Statement

Ladies and Gentlemen:

As special securities counsel for Novastar Resources Ltd., a Nevada corporation (the "Company"), you have requested my opinion in connection with the preparation and filing with the United States Securities and Exchange Commission of a Registration Statement on Form S-4 (the "Registration Statement") registering 162,640,438 shares of the Company's common stock, \$0.001 par value per share, for issuance to the stockholders and option and warrant holders of Thorium Power, Inc. pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 14, 2006, by and among the Company, TP Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Company, and Thorium Power, Inc., a Delaware corporation. The contents of the Registration Statement, including the exhibits thereto, are incorporated by reference herein.

I have examined such records and documents and made such examination of law as I have deemed relevant in connection with this opinion. Based on the foregoing, and subject to the caveats identified below, I am of the opinion that the 162,640,438 shares covered by the Registration Statement, when issued in accordance with the terms of the Merger Agreement and the Prospectus forming a part of the Registration Statement, will be legally issued, fully-paid and non-assessable. Moreover, my opinion is limited to the due issuance of such shares covered by the Registration Statement and is based upon Nevada corporate law and the judicial decisions interpreting that law.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Sincerely,

/s/ Gary R. Henrie  
Gary R. Henrie

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June 14, 2006

Thorium Power, Inc.  
8300 Greensboro Drive  
Suite 800  
McLean, VA 22102

Re: Material Federal Income Tax Consequences Opinion

Ladies and Gentlemen:

We have acted as counsel to Thorium Power, Inc. ("Thorium Power") in connection with the preparation and filing of the Registration Statement on Form S-4 (Registration No. 333-\_\_\_\_\_), as amended (the "Registration Statement"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"). The Registration Statement is being filed in connection with the registration under the Act of shares of common stock of Novastar Resources, Ltd. ("Novastar") for issuance to the holders of stock, options and warrants of Thorium Power (the "Thorium Power Holders") pursuant to the Agreement and Plan of Merger dated February 14, 2006 by and among Novastar, Thorium Power, and TP Acquisition Corp. (the "Agreement"), pursuant to which TP Acquisition Corp. will merge with and into Thorium Power (the "Merger").

In arriving at the opinion expressed below, we have examined the Agreement, the Registration Statement, including the prospectus included therein and the documents incorporated by reference therein, and we have made such investigations of law as we have deemed appropriate as a basis for the opinion expressed below. In addition, we have relied upon certain assumptions and representations made by Thorium Power management. We have also assumed that all documents we have reviewed are true and accurate, accurately reflect the originals and have been or will be properly executed, and that all actions conducted or to be conducted in connection with the Agreement and the transactions contemplated thereby have been and will be conducted in the manner provided in such documents.

Subject to the qualifications and assumptions stated in the Registration Statement and the limitations and qualifications set forth herein, we are of the opinion that the statements appearing under the heading "Material United States Federal Income Tax Consequences" in the prospectus contained in the Registration Statement accurately describe the material U.S. federal income tax consequences to the Thorium Power Holders from the Merger.

NEW YORK

SAN FRANCISCO

WASHINGTON, DC

LOS ANGELES

SILICON VALLEY

FLORHAM PARK, NJ

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This opinion letter is limited to the matters set forth herein, and no opinions are intended to be implied or may be inferred beyond those expressly stated herein. Our opinion is rendered as of the date hereof and we assume no obligation to update or supplement this opinion or any matter related to this opinion to reflect any change of fact, circumstances, or law after the date hereof. Furthermore, our opinion is not binding on the Internal Revenue Service or a court. In addition, we must note that our opinion represents merely our best legal judgment on the matters presented and that others may disagree with our conclusion. There can be no assurance that the Internal Revenue Service will not take a contrary position or that a court would agree with our opinion if litigated.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm in the prospectus forming a part of the Registration Statement. In giving this consent, however, we do not hereby admit that we are within the category of persons whose consent is required under the Act or the rules and regulations of the Securities and Exchange Commission issued thereunder.

Very truly yours,

/s/ Thelen Reid & Priest LLP  
THELEN REID & PRIEST LLP



## AMENDMENT NO. 1 TO ASSIGNMENT OF SPECIFIC MINERAL RIGHTS

This AMENDMENT NO. 1 TO ASSIGNMENT OF SPECIFIC MINERAL RIGHTS is entered into as of February \_\_, 2006 (this "Amendment") between American Graphite Holdings, a sole proprietorship ("AGH"), and Novastar Resources Ltd., a Nevada corporation ("Novastar").

WHEREAS, AGH and Novastar entered into an Assignment of Specific Mineral Rights dated as of September 14, 2005 (the "Agreement"); and

WHEREAS, AGH and Novastar desire to clarify the remedies available to AGH in the event of a breach of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. Remedies. AGH and Novastar agree, notwithstanding any other provision in the Agreement, that the sole remedy available to AGH for a breach of the Agreement by Novastar shall be the termination of the Agreement by AGH and that no further relief or recourse, whether at law, in equity, or otherwise, will be available to AGH. Without limiting the generality of the foregoing, notwithstanding any breach by Novastar of the Agreement, whether occurring heretofore or hereafter, AGH shall not be entitled to money damages, an injunction or any recourse or remedy other than termination of the Agreement.

2. Agreement. In all other respects, the Agreement shall remain in full force and effect.

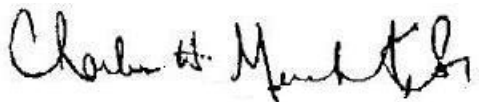
3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

**AMERICAN GRAPHITE HOLDINGS**



By: \_\_\_\_\_

Name: CHARLES H. MERCHANT, S.

Title: OWNER

**NOVASTAR RESOURCES LTD.**



By: \_\_\_\_\_

Name: SEAN MULHEARN

Title: SECRETARY NOVASTAR RESOURCES Ltd. 3/5/06

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## AMENDMENT NO. 1 TO MINING ACQUISITION AGREEMENT

This AMENDMENT NO. 1 TO MINING ACQUISITION AGREEMENT is entered into as of February \_\_, 2006 (this "Amendment") between Walter Doyle, an individual ( "Doyle"), and Novastar Resources Ltd., a Nevada corporation ("Novastar").

WHEREAS, Doyle and Novastar entered into a Mining Acquisition Agreement, assigning all Thorium deposits (Thorium only) to Novastar, dated as of September 30, 2005, (the "Agreement"); and

WHEREAS, Doyle and Novastar desire to clarify the remedies available to Doyle in the event of a breach of the Agreement.

"NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Remedies. Doyle and Novastar agree, notwithstanding any other provision in the Agreement, that the sole remedy available to Doyle for a breach of the Agreement by Novastar shall be the termination of the Agreement by Doyle and that no further relief or recourse, whether at law, in equity, or otherwise, will be available to Doyle. Without limiting the generality of the foregoing, notwithstanding any breach by Novastar of the Agreement, whether occurring heretofore or hereafter, Doyle shall not be entitled to money damages an injunction or any recourse or remedy other than termination of the Agreement.

2. Agreement. In all other respects, the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

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

**WALTER DOYLE**



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MAR 3 '06.

**NOVASTAR RESOURCES LTD.**



By: \_\_\_\_\_

Name: SEAN MULHEARN

Title: SECRETARY – NOVASTAR RESOURCES Ltd. 3/5/06

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

**WALTER DOYLE**



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MAR 3 '06.

**NOVASTAR RESOURCES LTD.**



By:

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Name: SEAN MULHEARN  
Title: SECRETARY - NOVASTAR RESOURCES



## AMENDMENT NO. 1 TO ASSIGNMENT OF MINERALS LEASE

This AMENDMENT NO. 1 TO ASSIGNMENT OF MINERALS LEASE is entered into as of February \_\_, 2006 (this "Amendment") between CM Properties, a sole proprietorship ("CMP"), and Novastar Resources Ltd., a Nevada corporation ("Novastar").

WHEREAS, CMP and Novastar entered into an Assignment of Minerals Lease dated as of December 31, 2005 (the "Agreement"); and

WHEREAS, CMP and Novastar desire to clarify the remedies available to CMP in the event of a breach of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. Remedies. CMP and Novastar agree, notwithstanding any other provision in the Agreement, that the sole remedy available to CMP for a breach of the Agreement by Novastar shall be the termination of the Agreement by CMP and that no further relief or recourse, whether at law, in equity, or otherwise, will be available to CMP. Without limiting the generality of the foregoing, notwithstanding any breach by Novastar of the Agreement, whether occurring heretofore or hereafter, CMP shall not be entitled to money damages, an injunction or any recourse or remedy other than termination of the Agreement.

2. Agreement. In all other respects, the Agreement shall remain in full force and effect.

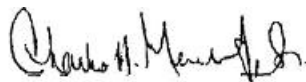
3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

**CM PROPERTIES**



By: \_\_\_\_\_

Name: CHARLES H. MERCHANT, Sr.  
Title: OWNER

**NOVASTAR RESOURCES LTD.**



By: \_\_\_\_\_

Name: SEAN MULHEARN  
Title: SECRETARY –NOVASTAR RESOURCES LTD. 3/5/06

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## OFFICE SERVICE RENEWAL AGREEMENT

This Office Service Renewal Agreement (this "Agreement") is made this 21st day of September, 2005, by and between the Center ("us" or "we") and the Client ("you") identified in the following Schedule of Terms.

### Schedule of Terms

Initial Term: 12 (months) Start Date: January 1, 2005 Ending Date: December 31, 2005  
Renewal Term: 12 (months) Start Date: January 1, 2006 Ending Date: December 31, 2006

Center: TYSONS BUSINESS CENTER., LLC  
Phone: 703/918-4848  
Fax: 703/918-4847  
Contact: Cynthia Aungst  
Email: caungst@metrooffice.com

Client: THORIUM POWER  
Phone: 703/918-4918  
Fax: 703/918-4919  
Contact: Seth Grae  
Email: sgrae@thoriumpower.com

Center:  
Address: 8300 Greensboro Drive  
Suite 800  
McLean, VA 22102

Billing address (if other than at Center):  
Address:  
Contact:  
Phone:  
Fax:  
Email:

Use: \_\_\_\_\_

[enter a detailed description of business or service in which client will engage in the Center]

### Standard Service Fees:

Office Number	Appx. Size	Price/mo.	Total	Phone	2	\$ 75.00	\$ 150.00
68	140 s.f	\$1617.00	\$1617.00	T-1	2	\$100.00	\$ 200.00
28	140 s.f	\$1617.00	\$1617.00	Coffee	2	\$ 20.00	\$ 40.00
				Fax	1	\$ 25.00	\$ 25.00
				Parking	2	\$ 30.00	\$ 60.00
				Voice Mailbox	0	\$ 15.00	\$ .00
				Conf. Rooms	8 hrs. '		
TOTAL			\$3234.00	Directory Listing	1	\$ 3.00	\$ 3.00

New Monthly Standard Service Fee: \$ 3712.00

(Will be reflected on the January, 2006 invoice)

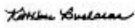
Existing Refundable Service Deposit \$ 3526.00  
Additional Refundable Service Deposit: \$ 186.00  
This Amount Due at Signing: \$ 186.00

Addenda/Other

Signatures: The Agreement between the Center and the Client consists of this Schedule of Terms and all current provisions of the Original Office Services Agreement, executed on January 1, 2005. By signing below, we both agree to be bound by the Agreement in all respects, and to perform our respective obligations hereunder.

### CENTER: TYSONS BUSINESS CENTER, LLC

Digitally signed by Kathlene  
Buchanan DN: CN Kathlene  
Buchanan, C US, Metro Offices  
OU Executive Offices Reason: I am  
approving the document Date:  
2006. 10.20 16:02 48 - 04 100

By:   
Kathlene Buchanan  
President/Manager

### CLIENT: THORIUM POWER

By:   
Seth Grae  
President

Date: 10/20/05

GUARANTOR:

[By:] \_\_\_\_\_

Print Name and, if applicable, Title

Date: \_\_\_\_\_

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## Sublease Agreement

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into this 28<sup>th</sup> day of May, 2004, by and between Thorium Power, (hereinafter the "Sublessor") and CARMEN & MUSS, P.L.L.C. (hereinafter the "Sublessee").

WHEREAS, by a certain Lease agreement dated August 14, 2001 (hereinafter referred to as the "Lease" or "underlying Lease"), the Sublessor has leased from Washington Real Estate Investment Trust ("WRIT"), also herein called the Principal Landlord, approximately 2,093 rentable square feet of space (hereinafter referred to as the "Premises") on the 2<sup>nd</sup> floor, now known as Suite 202, of the building (hereinafter referred to as the "Building") located at 1901 Pennsylvania Avenue, N.W., Washington, D.C.20006.

WHEREAS, a copy of the signed Lease has been given to the Sublessee, and a drawing showing the space leased by the Sublessor, and both are attached as Exhibit A; and

WHEREAS, this Sublessee desires to sublease from this Sublessor the aforesaid space; and

WHEREAS, the parties hereto desire to provide for the rental and further terms and conditions as to that space in this Sublease.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Underlying Lease. Within one (1) business day of the signing of this Sublease by both parties, the Sublessor, at its expense, will submit this Sublease in accordance with the underlying Lease for the approval of the Principal Landlord; this Sublease Agreement shall not become effective without the written approval of the Principal Landlord. If the Sublessor has not given the Sublessee written notice, by June 8, 2004, stating that the Principal Landlord has approved this Sublease agreement, including but not limited to the approval of Sublessee's signage requirements as herein stated, and attaching written approval signed by the Principal Landlord, then the Sublessee may declare this Sublease Agreement null and void. The Sublessee requires that it have signage on the Building Directory, including its entity name and up to 5 additional lines of signage, and the Suite No., which is 202; that the Suite No. 202, and the Sublessee's entity name be on the door of the Suite; that Sublessee's sign on its current Suite 300 be moved to 202; that the Principal Landlord agrees to the above signage requirements; and that Thorium Power, as of the commencement date of this Sublease no longer be listed on the Building Directory as in Suite 202, or on the 202 Suite door. Principal Landlord also agrees to retain the existing signage or similar signage on the 2<sup>nd</sup> floor directing visitors back to 202. The Sublessor and the Principal Landlord also agree to provide the Sublessee with 24 hour/seven day a week access to the Building and the Sublease Premises and that five (5) access cards for security card readers will be provided to the Sublessee upon commencement of this Sublease.

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2. Subleasing of Space. This Sublessor hereby agrees to sublease to the Sublessee, and Sublessee hereby agrees to sublease from this Sublessor, the "Sublease Premises," which shall be the entire space shown on the attached drawing at Exhibit A, which is approximately 2,093 rentable square feet, in the condition it was in on April 22, 2004 (hereinafter referred to as the "Sublease Premises") for rent, and in accordance with the agreements, and terms and conditions of this Sublease.

3. Term. The "Term" of this Sublease will be from June 29, 2004 and shall continue through December 31, 2006. Rent shall commence on July 1, 2004 and continue through December 31, 2006, the expiration date of the underlying Lease. The Sublessor understands time is of the essence and that the Sublessee must vacate its current space on or before June 30, 2004 or risk incurring very substantial costs pursuant to its current lease in the Building and the Sublessor agrees that the Sublessee will be given possession of the Sublease Premises on or before 6:00 A.M. June 29, 2004. At which time, or before, the Sublessor shall give the Sublessee keys to the Suite entrance door and keys to all interior doors and the Principal Landlord will provide the access cards. The Sublessor shall be liable for any costs due and/or incurred by the Sublessee because of the Sublessor's failure to give such possession and commence the Term, including any legal costs, and the Sublessee in its sole discretion may declare this Sublease null and void if such possession and commencement of the Term is not given by 6:00 A.M. June 29, 2004. If late possession and commencement of the Term is given by the Sublessor, and the Sublessee accepts late possession and commencement of the Term, then the Rent shall be adjusted on a pro rata basis, and the Sublessee may offset from Rent due pursuant to this Sublease costs due and/or incurred by the Sublessee because of the Sublessor's failure to give possession and commence the Sublease on or before 6:00 A.M. June 29, 2004 as stated above. Upon signing of the Sublease, the Sublessor shall provide the Sublessee copies of the drawings and specifications to which the space was built out including the working construction drawings and electrical wiring and phone/data wiring, and in particular including the carpet specifications, and the names and phone numbers of the architect, contractors, and in particular the phone service company used by the Sublessor. The Sublessor agrees that the Sublessee may use and alter any phone/data or similar lines/wires currently in the space.

4. Condition of Premises. Upon commencement of the Term, Sublessor shall deliver and Sublessee shall accept possession of the Sublease Premises in their "as shown" condition on April 22, 2004, excluding any furniture, equipment or other nonfixed movable items owned by the Sublessor, except that:

- 1) all kitchen appliances shall remain in place
- 2) the Sublessor shall leave and convey to the Sublessee free of charge the following two (2) desks and two (2) chairs: the desk and chair located in office 4; and the desk and chair located in office 3.
- 3) the Sublessor shall be permitted by the Sublessee through July 1, 2004 only to leave in the Sublease Premises the existing metal file cabinets and their contents, which contents may be left in boxes, as long as the cabinets and boxes are placed in the open area of the Sublease Premises, in an area agreeable to the Sublessee so as not to obstruct its move-in and the location of its furnishings and equipment, but only through July 1, 2004, at which time all of these items shall be removed by the Sublessor at its expense.

5. Rent. The rent under this Sublease for the Term shall consist of a fixed rent in the amount set forth in Paragraph 6 hereof (sometimes hereinafter call the "Rent"). The Sublessee covenants and agrees to pay this Rent to WRIT, the Principal Landlord, in lawful money of the United States, at the times and in the manner hereinafter specified. The Rent includes all utilities, including electric, HVAC, and plumbing, and building services, including cleaning, and taxes. The Sublessor agrees to timely meet its obligations to WRIT, the Principal Landlord, including the timely payment of any rent or other moneys owed to the Principal Landlord under the underlying Lease in addition to the amount being paid by the Sublessee. The Sublessor agrees that if WRIT advises the Sublessee that the Sublessor is not current with its payments to WRIT, or otherwise is not in compliance with its underlying Lease obligations, that the Sublessee may in its sole discretion make any such payments directly to WRIT, or may terminate this Lease, and such action shall not relieve the Sublessor of its obligations to the Sublessee. If utilities and/or services are interrupted for more than thirty (30) consecutive business days, Rent will abate (Rent, however, will abate sooner for the Sublessee, if rent abates sooner for the Sublessor under its underlying Lease), and if such condition exists, without being cured, for a total of forty-five (45) calendar days, the Sublessee may terminate this Sublease, and if so terminated no Rent shall be due from the start of the interruption and going forward. Similarly, if all or part of the Sublease Premises is damaged by fire or other casualty or is untenable and is not repaired by the Principal Landlord or Sublessor within ten (10) business days, Rent will abate, and if such condition exists without being cured, for a total of forty-five (45) calendar days, the Sublessee may terminate this Sublease, and if so terminated no Rent shall be due from the date of the fire or other casualty or untenability. (Sublessor shall be required to pay Rent only for the portion of the Sublease Premises that is usable while repair is made.)

6. Rent. The Rent shall be at the rate of Sixty-Nine Thousand Five Hundred Sixty-Five Dollars and Three Cents (\$69,565.03) per annum, \$34,782.52 for the first six (6) month period of the Term, payable in equal monthly installments of Five Thousand Seven Hundred Ninety-Seven Dollars and Eight Cents (\$5,797.08) per month, payable on the first day of each month, except that the first such monthly installment shall be due and payable on the date of possession June 29, 2004 and shall be paid by cashier's check. For the next twelve months of the Term, January 1, 2005 - December 31, 2005, the Rent shall be at the rate of Seventy-One Thousand Three Hundred Four Dollars and Sixteen Cents (\$71,304.16) per annum, Five Thousand Nine Hundred Forty-Two Dollars and One Cent (\$5,942.01) per month, payable in equal monthly installments, on the first day of each month, except that the Sublessor shall provide the Sublessee with one free month of rent, which month shall be November 2005, and for that month zero dollars (\$0.00) shall be due from the Sublessee, and the Sublessor shall pay the Landlord directly all rent due for that month; and for the following twelve months of the Term, January 1, 2006 - December 31, 2006, the Rent shall be at the rate of Seventy-Three Thousand Eighty-Six Dollars and Seventy-Six Cents (\$73,086.76) per annum, Six Thousand Ninety Dollars and Fifty-Six Cents (\$6,090.56) per month, payable in equal monthly installments, on the first day of each month. The above shall be the total fixed rent; no additional amount shall be due by the Sublessee. Such Rent shall be paid by the Sublessee directly to WRIT, the Principal Landlord.

7. Alterations. Without further approval, the Sublessee shall have the right at its expense in the Sublease Premises to install phone, data, fax, and other lines and electric outlets of the type for office use, and satellite or cable TV connections, and to block up the spaces between the wall partitions in the space and the ceiling (which the Sublessor represents can be done with drywall and to the best of its knowledge without the requirement for other changes, such as fire safety changes, etc.) and may make other nonstructural changes to the space including paint and carpet, at its expense. The Sublessor also agrees the space can be repartitioned to provide for a different configuration of offices and otherwise altered by the Sublessee at its expense subject to the conditions the Sublessor would be required to follow under the underlying Lease, including the provision that as to such alterations made by the Sublessee should the Principal Landlord elect that such alterations be removed upon termination of the underlying Lease, Sublessee agrees to cause same to be removed at the Sublessee's cost and expense, unless the Principal Landlord agrees otherwise in granting its consent to such alterations, and that the Sublessor will promptly submit such request to Principal Landlord and assist to obtain such approval if sought by the Sublessee.

8. Over leases. Sublessee accepts this Sublease subject to the rules and regulations for use of the space contained in the underlying Lease. Use of the Sublease Premises shall be consistent therewith.

9. Care of Sublease Premises. Sublessee shall, during the Term of this Sublease, keep the Sublease Premises in good order, ordinary wear and tear excepted, and damage by the elements, fire, and other casualty excepted, and damage as a result of an action or omission of the Building, the Principal Landlord, or the Sublessor excepted.

10. Insurance. Sublessee shall throughout the Term and at its sole cost and expense maintain business general liability insurance, against liability by an occurrence on the Sublease Premises at one million per occurrence and 2 million general aggregate.



11. Security Deposit. Upon the execution of this Sublease by the Sublessor and Sublessee, and the written approval of the Principal Landlord of this Sublease, and both being provided to the Sublessee, the Sublessee shall deposit with the Sublessor cash in the amount of Five Thousand Eight Hundred Eighty-Two Dollars and Twenty-Seven Cents (\$5,882.27) (herein the "Security Deposit") as security for payment and performance of Sublessee's obligations under this Sublease. In the event of a default by Sublessee under this Sublease, Sublessor shall have the right to apply all or any portion of the Security Deposit to such default without prejudice to any other right or remedy available to the Sublessor, after giving the Sublessee notice and ten (10) days to cure the default. Sublessor shall hold the Security Deposit in an account so that the amount is readily available to be returned when due. Such Security Deposit shall be returned to the Sublessee within seven (7) days after December 31, 2006, the expiration of the Sublease Term, or earlier termination.

12. Representations. Each party represents its existing entity is duly authorized and registered to do business in the District of Columbia. Both parties represent to each other that they have timely paid all of their past rent and any other amounts due to WRIT, and that neither has any past due obligation to WRIT, and has no pending dispute with WRIT. The Sublessor represents and warrants that the space it is subleasing, the Sublease Premises, was constructed and built out with all necessary permits and inspections being obtained and that the Sublease Premises complies with all laws, regulations, and any other Governmental requirements including ADA and fire, electrical and life safety requirements, and all codes and the underlying Lease, and that if a current Certificate of Occupancy (COC) is required by the Sublessor or any Governmental entity, or the Principal Landlord, or an insurance company, that the Sublessor will promptly provide a copy of the COC, or if necessary promptly obtain one, at its sole expense, and that the Sublessor will indemnify and hold the Sublessee harmless from and against all costs, damages, and reasonable expenses (including reasonable attorney fees) incurred by the Sublessor, directly or indirectly, due to the failure of the Sublessor to have or so provide such a COC.

The Sublessor agrees the Sublessee may go directly to the Building's representatives on day-to-day matters, and to request heating and air conditioning outside the normal Building operating hours, which Building charges if ordered by the Sublessee, shall be the responsibility of the Sublessee.

13. Other. Sublessor and the Landlord agree that the Sublessee, at its expense, may install a doorbell at the side of the Suite 202 door and locate 2 ringers inside, at locations to be determined by the Sublessee.

Sublessee will not be required to continue to use any phone, DSL, or other service Sublessor currently uses.

Both the Principal Landlord and the Sublessor now recognize and accept that Nicholas Ludlow, or a substitute, may use one office and certain adjacent space and certain services provided by Carmen & Muss, P.L.L.C. and in such case will be paying Carmen & Muss, P.L.L.C, a monthly rent, and that no further approval with respect to this arrangement is required. Sublessee will be permitted to further sublease all or part of the Sublease Premises, in accordance with the underlying Lease, as long as Sublessee continues to meet its obligations under this Sublease, and Sublessor shall promptly process any necessary paperwork.

As to Article X, Liability of Landlord, Paragraphs 10.1, 10.3, 10.4, and 10.5 of the underlying Lease, Landlord, its employees, and agents shall not be liable to Sublessee, where Landlord would not be liable to the Sublessor (the Tenant under the underlying Lease).

Further, Sublessee shall indemnify and hold Sublessor, and its employees, harmless from and against all actual costs, damages, and reasonable expenses (including reasonable attorney fees) incurred by the Sublessor for indemnification of the Landlord if caused by the Sublessee's use of the Sublease Premises or business conducted by the Sublessee therein, or an act or omission of the Sublessee in or on the Sublease Premises during the term of this Sublease, and/or any accident, injury or damage to any person or property of any person, occurring in or on the Sublease Premises during the term of this Sublease, except that if the above in any way arises from or is caused by an act or omission of the Sublessor or the Landlord the above shall not apply, and except that in no case shall the Sublessee indemnify or hold the Sublessor or the Landlord harmless or otherwise be responsible for anything that has occurred previous to the commencement of this Sublease including but not limited to anything arising from or related to the construction and build out of the Sublease Premises that was done previous to the commencement of this Sublease, whether or not such event, or cost, damages, or expense, or other loss, or thing, occurred before or after commencement of this Sublease and in such case Sublessor shall indemnify and hold Sublessee, and its employees, harmless from and against all actual costs, damages and reasonable expenses (including reasonable attorneys' fees) incurred by the Sublessee.

14. Quiet Enjoyment. Sublessee shall, during the Term, have the right to have, hold, and enjoy the Sublease Premises without molestation or hindrance from the Sublessor, Principal Landlord, or any party claiming through or under the Sublessor or Principal Landlord.

15. Use. Sublessor shall use and occupy the Sublease Premises for general office purposes. Sublessor will not use or permit the use of the Sublease Premises, or any part thereof, in a manner which would violate the underlying Lease or this Sublease. Sublessor and the Principal Landlord at reasonable times shall have the right to enter and inspect the Sublease Premises and to clean, or do repairs, related to the Sublease Premises. The Sublessee shall be permitted to move its furnishings and equipment into and out of the Sublease Premises at its expense.

16. Surrender. By no later than midnight on the expiration date of this Sublease granted to the Sublessee, the Sublessee shall have vacated and quit and surrendered to the Sublessor the Sublease Premises, broom clean, and in good condition, ordinary wear and tear and damage by the elements, fire, and other casualty excepted, and damage as a result of an action or omission of the Building, the Principal Landlord or the Sublessor excepted, and the Sublessee shall have removed from the Sublease Premises all of its personal property, but not any phone/data, T.V., or similar lines/wires or electrical outlets added. Sublessee's obligation to perform and observe this covenant shall survive the expiration date of the Term of this Sublease.

17. Authorization. The signatory to this Sublease for Sublessee represents by such signature that he or she is authorized to enter into this Sublease for and in behalf of the Sublessee. The signatory to this Sublease for Sublessor represents by such signature that he or she is authorized to enter into this Sublease for and in behalf of the Sublessor.

18. Notices. All payments or notices required or permitted hereunder or otherwise shall be in writing and hand delivered or delivered by Federal Express paid by sender and sent for next day delivery, if to this Sublessor, at 1901 Pennsylvania Avenue, N.W., Suite 202, if before commencement of this Sublease Term, and an address to be specified in writing, if after commencement of the Sublease Term, and if to the Sublessee, to Carmen & Muss, P.L.L.C. attention Melinda L. Carmen, 1901 Pennsylvania Ave., N.W., Suite 300, Washington, D.C. 20006, if before commencement, and to Suite 202, if after commencement. All payments and notices shall be deemed effective (i) upon receipt, if sent by personal delivery, or (ii) on the first business day after sent if by Federal Express. Either party may, by written notice to the other, designate a new address and/or addresses for such payments and notices.

19. Brokerage. Sublessee and Sublessor each represent and warrant to each other that no real estate agent, broker or finder has acted for it with respect to this Sublease or the transaction contemplated hereby, and does hereby indemnify and hold harmless the other from the claim of any such persons claiming by or through it by reason of this Sublease or the transaction contemplated hereby.

20. Jury Trial. Sublessor and Sublessee each hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either Sublessor or Sublessee against the other on any matters arising out of or in any way connected with this Sublease.

21. Invalidity. If any provision of this Sublease shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

22. Construction. This Sublease (i) embodies the entire integrated agreement of the Sublessor and Sublessee with respect to Sublessee's lease and occupancy of the Sublease Premises, and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, express or implied, (ii) may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one and the same agreement, (iii) shall be governed by and construed in accordance with the law of the District of Columbia, and (iv) shall be binding upon and inure to the benefit of

Sublessor and Sublessee and their respective executors, administrators, successors and assigns.

No change or modification of this Sublease shall be valid unless the same is in writing and signed by the Sublessor and Sublessee. No purported or alleged waiver of any of the provisions of this Sublease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

IN WITNESS WHEREOF, the parties have executed this Sublease under seal as of the date first above written.

WITNESS:

A. Mushawar

WITNESS:

Christine Hagan

SUBLESSOR:

Thorium Power

BY:

Seth Grae  
Seth Grae, President

SUBLESSEE: \*

CARMEN & MUSS, P.L.L.C.

BY: Melinda L. Carmen, Member  
Melinda L. Carmen, Member  
for Carmen & Muss, P.L.L.C.

\* Subject to this Sublease Agreement being signed without change by an authorized official of Thorium Power and a signed original being delivered to Carmen & Muss, P.L.L.C. on or before noon, June 1, 2004.

Washington Real Estate Investment Trust

OFFICE BUILDING LEASE

BY AND BETWEEN

Washington Real Estate Investment Trust

as Landlord

and



Thorium Power, Inc.  
as Tenant

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ATTACHMENTS:

EXHIBIT A PLAN

EXHIBIT B LANDLORD'S WORK

EXHIBIT C MEMORANDUM OF LEASE COMMENCEMENT DATE

WASHINGTON REAL ESTATE INVESTMENT TRUST

OFFICE BUILDING LEASE

THIS AGREEMENT OF LEASE is made this 14 day of August, 2001 by and between the Washington Real Estate Investment Trust, hereinafter called Landlord, and Thorium Power INC. hereinafter Tenant.



WITNESSETH:

**ARTICLE I. PREMISES**

1.1. In consideration of the rent hereinafter reserved and of the covenants hereinafter contained. Landlord hereby leases and demises as Tenant, and Tenant hereby leases from Landlord, Suites 202 and 204, hereby deemed to contain approximately 2,093 square feet of rentable area measured in accordance with the Greater Washington Commercial Association of Realtors Standard Method of Measurement, on the second floor of the building located at 1901 Pennsylvania Avenue, NW, Washington. DC 20006 ("Building") which space is hereinafter referred to as the Premises. The foregoing approximation of square footage shall in no affect the Basic Annual Rent hereunder should any variance be found to exist between the approximation and the actual square footage. The Premises are identified on Exhibit "A", which is attached hereto and incorporated herein for all purposes. The lease of the Premises includes the right, together with other tenants of the Building and members of the public, to use the common areas of the Building, but includes no other rights not specifically set forth herein Landlord reserves the right to modify the size, location, arrangement, finish and other features of the common areas of the Building.

**ARTICLE II. TERM**

2.1. The Lease Term shall be for five (5) years and zero (0) months ("Term"). The Lease Term shall commence on the date Landlord delivers possession of the Premises to Tenant ("Lease Commencement Date"). It is presently anticipated that the Premises will be delivered to Tenant on or about September 1, 2001 ("Anticipated Occupancy Date"). If the Lease Commencement Date is not the first day of a month, then the Lease Term shall be extended to include the partial month in which the Lease Commencement Date occurs. The date on which the Lease Term expires shall be the Lease Expiration Date.

2.2. If Landlord is unable to give possession of the Premises on or about the Anticipation Occupancy Date by reason of the holding over or retention of possession of any tenant or occupant, or if repairs, improvements or decorations of the Premises, or of the Building of which the Premises form a part are not completed, or for any other reason, this Lease shall not be void or voidable and Landlord shall not be subject to any liability for the failure to give possession on the Anticipated occupancy Date. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the possession of the Premises is given or the Premises are available for occupancy by Tenant, and no such failure to give possession on the Anticipated Occupancy Date shall in any other respect affect the validity of this Lease or the obligations of Tenant hereunder, nor shall same be consumed in any way to extend the Lease Term. If permission is given to Tenant to possess the Premises prior to the Anticipated Occupancy Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease.

2.3. Promptly after the Lease Commencement Date is ascertained, Landlord and Tenant shall execute a certificate substantially in the form of Exhibit C hereto and incorporated herein for all purposes affirming the Lease Commencement Date and the Lease Expiration Date.

**ARTICLE III. RENT**

3.1. Tenant agrees to pay during the term hereof a Basic Annual Rent of Sixty-Six Thousand Two Hundred Thirteen and 00/100 Dollars (\$66,213.00). (hereinafter called the "Basic Annual Rent") payable without deduction, set off, abatement, demand or counterclaim, in equal monthly installments of Five Thousand Five Hundred Seventeen and 75/100 Dollars (\$5,517.75). Such Basic Annual Rent (and the monthly installments thereof) shall be adjusted annually pursuant to Section 3.3 hereof. Tenant shall pay the first installment on the execution of this Lease and the remaining Installments in advance on the first day of each and every calendar month during the Lease Term (commencing with the second month of the Term).

3.2. All rent payments shall be made payable to xxRIT and delivered to Washington Real Estate Investment Trust, P.O. Box 79555, Baltimore, Maryland, 21279-0555 or to such other person and place as Landlord may hereafter designate in writing. Such rent payments shall be paid by check (subject to collection) drawn on a member bank of the Federal Reserve System. Fifth District. In the event any check is returned by Tenant's bank, or in the event Tenant fails to make any payment of rent on such payment's due date, Landlord shall have the right, at Landlord's option, to require that any or all subsequent payments be made by certified funds or cashier's check.



3.3 On the first day of the second Lease Year (as hereinafter defined) and on the first day of every Lease Year thereafter during the Lease Term, the Basic Annual Rate shall be increased by two and 50/100 percent (2.5%) of the preceding Lease Year's Basic Annual Rent.

3.4 Tenant shall pay to Landlord as additional rent two and 15/100 percent (2.15%) (being the stipulated proportion which the rentable area of the Premises bears to the total rentable area of the Building) of the increase in real estate taxes (including special assessment, if any, and any other taxes now or hereafter imposed which are in the nature of or in substitution for real estate taxes) levied on the Building and the land (the "Land") on which the Building is situated over the "Base Real Estate Taxes." In the event the rentable area of the Building is increased or decreased, the Tenant's proportionate share will be recalculated and adjusted. Tenant's proportionate share of real estate taxes shall be percentage set forth above, except as follows: If any space in the Building is leased to a tenant who creates an exemption from real estate taxes so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area or such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining Tenant's percentage share or real property taxes. For purposes hereof, the Base Real Estate Taxes are stipulated to be the amount of real estate taxes actually incurred by Landlord with respect to the Building and the Land during calendar year 2001.

(a) In the event that the actual real estate taxes for any calendar year during the Term exceed the Base Real Estate Taxes set out above, commencing September 1, 2002 and thereafter, Tenant shall pay its proportionate share of the increase in the real estate taxes for such year over the Base Real Estate Taxes. Any increase payable by Tenant under this provision shall be deemed additional rent.

(b) Prior to each January 1st during the Term, Landlord shall provide Tenant a comparison of the Base Real Estate Taxes and the projected real estate taxes for the coming year. Commencing each January 1st during the Term, Tenant shall pay monthly as additional rent, one-twelfth (1/12th) of Tenant's proportionate share of any projected increase in the annual real estate taxes over the Base Real Estate Taxes. Landlord shall, within ninety (90) days (or as soon thereafter as possible) after the close of each calendar year, provide Tenant a statement of such year's actual real estate taxes, showing the actual increase, if any, in the real estate taxes over the Base Real Estate Taxes. However, Landlord's failure to provide any statement within the time specified shall in no way excuse Tenant from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after Tenant's receipt of said statement, Tenant shall pay Landlord Tenant's proportionate share of the excess, if any, of actual real estate taxes over the projected real estate taxes. If the amount paid by Tenant during the previous year exceeded Tenant's share of actual real estate taxes for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to Tenant.

(c) Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of real estate taxes shall be added to and included in the annual statement of real estate taxes. Real estate taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under this Section; provided, however, that in the event that Tenant shall have paid any amount of additional rent pursuant to Section 3.4 and Landlord shall thereafter receive a refund of any portion of the real estate taxes on which such payment was based, Landlord shall pay to Tenant its proportionate share of such refund less any costs incurred in obtaining same. Landlord shall have no obligation to contest, object to, or litigate the levying or imposition of any real estate taxes and may settle, compromise, consent to, waive, or otherwise determine in its discretion any real estate taxes without consent or approval of Tenant.

3.5 Tenant shall pay to Landlord as additional rent two and 54/100 percent (2.54%) (being the stipulated proportion which the rentable area of the Premises bears to the total rentable office area of the Building) of the increase in Operating Expenses during the Term over Initial Operating Expenses. In the event the gross leasable area of the Building is increased or decreased, then Tenant's Operating Expenses percentage shall be recalculated and adjusted. Tenant's proportionate share of Operating Expenses shall be the percentage set forth above, except as follows: If any space in the Building is leased to a tenant who is separately responsible for paying the cost of a service that would otherwise be included in Operating Expenses, the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining Tenant's percentage share of the balance of the cost of such services. Additionally, if any space in the Building is leased to a tenant who creates an exemption from any category of Operating Expenses so as to reduce the Building's total cost of the same in proportion to that tenant's rentable area, then the rentable area of such tenant's space shall be excluded from the rentable area of the Building for the purpose of determining Tenant's percentage share of such category of Operating Expenses.

(a) "Operating Expenses," as that term is used herein, shall mean all expenses, costs and disbursements (but not replacement of capital investment items or specific costs billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, repair and operation of the Building including, but not limited to, the following:

- (i) Cost of wages and salaries of all employees engaged in the operations and maintenance of the Building, including taxes, insurance and benefits;

(ii) Cost of all supplies and materials used in the operation, maintenance and repair of the Building;

(iii) Cost of all utilities (including surcharges) including, but not limited to, water, sewer, electricity, heating, lighting, air conditioning and ventilating for the Building, but excluding electricity separately paid for by individual tenants;

(iv) Cost of all maintenance and service agreements for the Building and the equipment used therein including, but not limited to, access control and energy management services, security of the Building, window cleaning, elevator maintenance and janitorial service;

(v) Cost of insurance relating to the Building, including, but not limited to, the cost of casualty and liability insurance applicable to the Building and Landlord's personal property used in connection therewith;

(vi) Cost of repairs and general maintenance (excluding repairs and general maintenance paid for by the proceeds of insurance, or by Tenant or third parties;

(vii) management fee of three percent (3%) of the gross revenues of the building;

(viii) Cost of any additional service provided by Landlord in the prudent management of the Building including any service not provided at the Lease Commencement date but thereafter provided by Landlord;

(ix) Cost of audit and accounting services;

(x) Cost of any capital improvements made to the Building after the Lease Commencement Date that, in Landlord's reasonable judgment are intended to reduce other operating expenses or are required under any governmental law or regulation, such cost thereof to be amortized over such reasonable period as Landlord shall determine.

(b) Operating Expenses shall not include the following:

(i) costs of capital improvements other than as set forth in clause (x) above;

(ii) ground rent and interest on and amortization of mortgages;

(iii) Landlord's income, excise or franchise taxes;

(iv) salaries of Landlord's employees not engaged in the operation, management, maintenance or repair of the Building;

(v) legal fees incurred in connection with the leasing of the Building or in connection with disputes with other tenants relating to the collection of rent and similar matters not benefiting the tenants of the Building generally;

(vi) leasing commissions, advertising expenses and other such expenses incurred in leasing or marketing the space within the Building.

(c) Operating Expenses for each calendar year shall be those actually incurred, provided however, that (i) if the Building was not at least ninety percent (90%) occupied during the entire calendar year, the Operating Expenses shall be adjusted to project the Operating Expenses as if the Building were ninety percent (90%) occupied, and (ii) Landlord shall bear the percentage of Operating Expenses allocable to unleased space within the Building.

(d) For purposes hereof, the Initial Operating Expenses are stipulated to be the amount of Operating Expenses actually incurred by Landlord during calendar year 2001.

(e) In the event that the actual Operating Expenses for any calendar year during the Term exceed the Initial Operating Expenses set out above, commencing September 1, 2002 and thereafter, Tenant shall pay its proportionate share of the increase in Operating Expenses for such year over the Initial Operating Expenses. Any increase payable by Tenant under this provision shall be deemed additional rent.

(f) Prior to each January 1st during the Term, Landlord shall provide Tenant a comparison of the Initial Operating Expenses and the projected Operating Expenses for the coming year. Commencing each January 1st during the Term, Tenant shall pay monthly as additional rent, one twelfth (1/12th) of Tenant's proportionate share of any projected increase in the Operating Expenses over the Initial Operating Expenses. Landlord shall, within ninety (90) days (or as soon thereafter as possible) after the close of each calendar year, provide Tenant a statement of such year's actual Operating Expenses, showing the actual increase, if any, in Operating Expenses over the Initial Operating Expenses. However, Landlord's failure to provide any statement within the time specified shall in no way excuse Tenant from its obligation to pay its proportionate share or constitute a waiver of Landlord's right to bill and collect such proportionate share. Within fifteen (15) days after Tenant's receipt of said statement, Tenant shall pay Landlord Tenant's proportionate share of the excess, if any, of actual Operating Expenses over the projected Operating Expenses. If the amount paid by Tenant during the previous year exceeded Tenant's share of actual Operating Expenses for the year, the excess shall be credited towards any amounts then due Landlord or accruing thereafter, and if no amounts are due Landlord or will accrue thereafter, then such excess shall be refunded to Tenant.

3.6. Should this lease commence or terminate at any time other than the last day of a calendar year, the amounts due as additional rent pursuant to Sections 3.4 and 3.5 for the commencement or termination year only shall be prorated by the following fraction.

Days Under Lease

365

3.7. For a period of 180 days following the date on which Landlord delivers to Tenant the statement of actual Operating Expenses or real estate taxes as provided in Sections 3.4 and 3.5 hereof, Tenant at its expense shall have the right during Landlord's business hours to examine Landlord's books and records relating to the Operating Expenses and real estate taxes of the Building for the year to which such statement relates; or, at Landlord's sole discretion, Landlord will provide Tenant with an audited statement. If Tenant shall not request an audit in accordance with the provisions of this Section 3, within ninety (90) days of receipt of Landlord's statement, such statement shall be conclusive and binding on Tenant. In the event Tenant elects to audit Landlord's statement(s), such audit must be conducted by an independent nationally recognized accounting firm that is not being compensated by Tenant on a contingency basis. Additionally, Tenant must keep all information it obtains from Landlord's books and records in strictest confidence and Tenant shall cause its auditor to be similarly bound.

3.8. Tenant's obligation to pay the amounts due as rent pursuant to this Lease shall survive any expiration or termination of this Lease by lapse of time or otherwise.

3.9. The term "Lease Year" shall mean each period of twelve (12) consecutive months commencing on the Lease Commencement Date, except that if the Lease Commencement Date is not the first day of a month, then the first Lease Year shall commence on the Lease Commencement Date and shall continue for the balance of the month in which the Lease Commencement Date occurs and for a period of twelve (12) calendar months thereafter and subsequent Lease Years shall commence on the day following the last day of the preceding Lease Year.

3.10. If the Lease Term begins on other than the first day of a month, Basic Annual Rent from such date until the first day of the next month shall be prorated on the basis of the actual number of days in such month and shall be payable in advance.

3.11. All costs and expenses other than Basic Annual Rent which Tenant assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed to be "additional rent" and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies provided for in the case of nonpayment of rent, including assessment of interest and late fees. Basic Annual Rent and additional rent are sometimes referred to collectively herein as "rent".

3.12. Tenant agrees to pay to Landlord, as additional rent, a late fee equal to five percent (5%) of any amount due for monthly rent or other payments due hereunder if said payments have not been received by Landlord within five (5) days of the due date. In addition, if Landlord does not receive such payment within thirty (30) days of such payment's due date, then such payment and late charge shall bear interest at the rate per annum equal to the greater of (a) eighteen percent (18%) per annum; provided, however, such rate is not usurious or (b) the highest non-usurious rate permitted under the laws of the jurisdiction where the Building is located from the date such payment was due to the date of payment thereof. Such late charge and interest shall constitute additional rent due hereunder, shall be paid with the next monthly installment of Basic Annual Rent coming due hereunder, and shall be in addition to, and not in lieu of, all other rights and remedies provided to Landlord in this Lease, at law, or in equity.

#### **ARTICLE IV. TENANT'S TAXES**

4.1. In the event that any business, rent or other taxes, or any governmental charges that are now or hereafter levied upon Tenant's use or occupancy of the Premises or Tenant's business at the Premises are enacted, changed or altered so that any of such taxes are levied against Landlord, or the mode of collection of payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord.

#### **ARTICLE V. SECURITY DEPOSIT**

5.1. Tenant agrees to pay to Landlord at the signing of this Lease five thousand five hundred seventeen and 75/100 Dollars (\$5,517.75) ("Security Deposit") as security for compliance with the terms of this Lease. Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time in its sole discretion, without prejudice to any other remedy, use and apply the Security Deposit to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability suffered by Landlord by such Event of Default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand as additional rent the amount so applied in order to restore the Security Deposit to its original amount. Within approximately forty-five (45) days after the Lease Expiration Date and after the Premises have been timely vacated in good order and repair and inspected and the keys returned to Landlord, then Landlord shall return said Security Deposit to Tenant, without interest, less such portion of the Security Deposit as Landlord shall have used to satisfy Tenant's obligations under this Lease. If Landlord transfers the Security Deposit to any transferee of the Building or Landlord's interest therein, then said transferee shall be liable to Tenant for the return of the Security Deposit, and Landlord shall be released from all liability for the return of the Security Deposit. The holder of any mortgage shall not be liable for the return of the Security Deposit unless such holder actually receives the Security Deposit. If an Event of Default under this Lease shall occur more than two (2) times within any twelve-month period, irrespective of whether or not such Event of Default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to the greater of: (a) three (3) times the original Security Deposit, or (b) three (3) months' Basic Annual Rent, at the then current amount, which shall be paid by Tenant to Landlord within ten (10) days of Landlord's demand therefor.

## **ARTICLE VI. USE OF PREMISES**

6.1. Tenant shall use and occupy the Premises solely for executive and general offices and only in accordance with the uses permitted under applicable zoning and other municipal regulations and for no other purpose whatsoever. Tenant will not use or occupy the Premises for any disorderly, unlawful or extra hazardous purposes, or for any purpose that will constitute waste, nuisance or unreasonable annoyance to Landlord or other tenants of the Building, or for any purpose prohibited in the rules and regulations promulgated by Landlord. Tenant acknowledges that a use that on a regular basis attracts a large number of people would cause unreasonable annoyance to Landlord and other tenants of the Building. Tenant agrees, at Tenant's expense, to comply with all present and future laws, ordinances, regulations and orders of the United States of America, the state in which the Premises are located and any other public or quasi-public authority having jurisdiction over the Building.

6.2. Tenant shall obtain, at Tenant's sole expense, any initial certificate of occupancy and/or any other permits, approvals and licenses required at the time of the commencement of the Lease Term. Any amended or substitute certificate of occupancy necessitated by Tenant's particular use of the Premises or any alterations made by Tenant in the Premises shall be obtained by Tenant at Tenant's sole expense. Tenant shall obtain and keep current such certificates, permits, approvals and licenses at Tenant's own expense and shall promptly deliver a copy thereof to Landlord.

## **ARTICLE VII. ENVIRONMENTAL COVENANTS**

7.1. Tenant, its employees, agents, contractors and invitees shall, at Tenant's own expense, comply with all Environmental Laws, as herein defined, in connection with its use and occupancy of the Premises and shall obtain, maintain and comply with all necessary environmental permits, approvals, registrations and licenses.

7.2. Tenant, its employees, agents, contractors and invitees shall not use, generate, release, manufacture, treat, refine, produce, process, store, dump or dispose of any Hazardous Substance, as herein defined, on, under, or about the Premises, the Building, or the Land or transport to or from the Premises any Hazardous Substance. Notwithstanding anything to the contrary contained in this Section 7.2, Tenant may use and store within the Premises such reasonable quantities of normal office products as are used by Tenant in the ordinary course of its business operations and which are customarily found in first-class offices; provided such reasonable quantities and use do not constitute a danger to the health of individuals or a danger to the environment and which are used, stored and disposed of in accordance with all applicable Environmental Laws.

7.3. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities" or "Authority") under the Environmental Laws. Tenant shall provide Landlord with copies of any environmental audit prepared by or for Tenant with respect to the Premises and any report(s) or filing(s) made by Tenant with any Authority.

7.4. Should Landlord, any Authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs as a result of Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit to Landlord and any applicable Authority the required plans and all related bonds and other financial assurances, and Tenant shall carry out all such clean-up plans following their approval by Landlord and all applicable Authorities.

7.5. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this ARTICLE VII within ten (10) days, Landlord may fulfill such duty on behalf of Tenant, at Tenant's cost and expense; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Law shall constitute a waiver of any of Tenant's obligations under this ARTICLE VII.

7.6. Tenant shall immediately notify Landlord in writing of any release or discharge of any Hazardous Substance, whether or not the release is in quantities that would require under law the reporting of such release to a governmental or regulatory agency.

7.7. Tenant shall also immediately notify Landlord in writing of, and shall contemporaneously provide Landlord with a copy of:

(a) Any written notice of release of Hazardous Substances in the Premises that is provided by Tenant or any subtenant or other occupant of the Premises to a governmental or regulatory agency;

(b) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that is received by Tenant or any subtenant or other occupant of the Premises from any governmental or regulatory agency;

(c) Any inquiry, investigation, enforcement, cleanup, removal, or other action that is instituted or threatened by a governmental or regulatory agency against Tenant or any subtenant or other occupant of the Premises and that relates to the release or discharge of Hazardous Substances on or from the Premises;

(d) Any claim that is instituted or threatened by any third party against Tenant or any subtenant or other occupant of the Premises and that relates to any release or discharge of Hazardous Substance on or from the Premises; and

(e) Any notice of the loss of any environmental operating permit by Tenant or any subtenant or other occupant of the Premises.

7.8. Landlord shall have the right, but not the obligation, at all times during the Lease Term to (1) inspect the Premises; (2) enter upon the Premises to conduct tests and investigations and take samples to determine whether Tenant is in compliance with the provisions of this ARTICLE VII, or as otherwise necessary; and (3) request lists of all Hazardous Substances used, stored or located on the Premises. The cost of all such inspections, tests and investigations shall be borne by Tenant.

7.9. Tenant's obligations and liabilities under this ARTICLE VII shall survive the expiration or early termination of the Lease. For purposes of this ARTICLE VII, the Building shall include the Land.

7.10. Tenant shall indemnify, defend, protect and hold harmless Landlord, the manager of the Building, and their respective officers, directors, trustees, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including without limitation, attorneys' and consultants' fees and the costs of investigation and settlement of any claims) arising out of or in any way connected with (1) any deposit, spill, discharge, or other release of Hazardous Substances which arises at any time from Tenant's, its employees', agents', contractors', or invitees' use or occupancy of the Premises or the Building; (2) any failure to provide all information, make all submissions and take all steps required by all Authorities under the Environmental Laws; and (3) Tenant's, its employees', agents', contractors' or invitees' breach of this Article VII, whether or not Tenant has acted negligently with respect to such Hazardous Substances.

7.11. As used in this ARTICLE VII, the term "Hazardous Substances" means:

(a) any substance designated pursuant to Section 311 (b)(2)(A) of the Federal Water Pollution Control Act;

(b) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act;

(c) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act;

(d) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act;

(e) any hazardous air pollutant listed under Section 112 of the Clean Air Act;

(f) any imminently hazardous chemical substance or mixture with respect of which the Administrator of the United States Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act; and

(g) any substance, waste or other material considered hazardous, dangerous or toxic under any state, local or federal law, code, ordinance or regulation.

(h) petroleum and petroleum products, including crude oil or any fraction thereof, which is not specifically listed or designated as a Hazardous Substance under subsection 7.11 (a) through (g) of this ARTICLE VII, as well as natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel and mixtures of natural gas and such synthetic gas.

7.12. As used in this ARTICLE VII, the term "Environmental Laws" shall mean and refer to the entirety of the federal acts, portions of which are referenced in Section 7.11, and all other federal and all state and local laws, codes, ordinances, rules regulations, and directives governing the discharge, emission or disposal of any pollutant in, to or from the Premises or the Building or other premises or the environment and prescribing methods for storing, handling or otherwise managing Hazardous Substances and wastes including, but not limited to, the then current versions of the following federal statutes, their state analogs, and the regulations implementing them: the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and the Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

#### **ARTICLE VIII. MAINTENANCE OF PREMISES BY TENANT**

8.1. Tenant shall not in any manner deface or injure the Premises or the Building and will pay the cost of repairing any damage or injury done to the Premises or the Building or any part thereof by Tenant or Tenant's employees, agents, contractors or invitees. Tenant agrees that it will keep the Premises and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the Term hereof, remove all goods and effects not the property of Landlord and surrender and deliver up the same broom clean to Landlord, including keys, locks and other fixtures connected therewith, in like good order and condition as the same now is or shall be at the commencement of the Lease Term, ordinary wear and tear and damage by the elements, fire, and other unavoidable casualty excepted.

8.2. Maintenance and repair of equipment such as kitchen fixtures, separate air conditioning equipment, or any other type of special equipment, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant and Landlord shall have no obligation in connection therewith.

8.3. In the event a balcony is part of the Premises, Tenant agrees to keep the balcony in clean, safe, sanitary and broom-clean condition. Tenant shall not place or put any furniture or other items on the balcony without Landlord's prior written consent, except for an antenna, which Tenant may install pursuant to the terms of a separate agreement to be entered into between Landlord and Tenant containing Landlord's rules and regulations regarding antennae. In the event Tenant fails to obtain Landlord's prior written consent, Landlord shall have the right to remove all such furniture or other items not approved by Landlord. Tenant shall not use the balcony for cooking purposes. Landlord shall have no liability for any person or any furniture or other item that may fall from the balcony, and Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against all costs, claims, liabilities, fines, suits, expenses, and damages of any kind (including reasonable attorneys' fees) resulting therefrom.

#### **ARTICLE IX. LANDLORD SERVICES**

9.1. Landlord covenants and agrees that it will without additional charge, furnish (a) building standard heat and air conditioning to maintain the Premises at a reasonably comfortable temperature between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday of each week, and between the hours of 8:00 A.M. and 1:00 P.M. on Saturday of each week, except holidays recognized by the U.S. Government; (b) electricity for lighting purposes, and normal office use operations, excluding, however, any equipment requiring heavier than normal office use of utilities; (c) elevator services; and (d) janitorial and char services from 6:00 P.M. to 10:00 P.M. Monday through Friday of each week, except holidays recognized by the U.S. Government. It is also agreed that if Tenant requires air conditioning, heat or janitorial and char services beyond the foregoing normal hours of operation of the Building, and provided arrangements are made with Landlord's managing agent, Landlord will furnish such services and Tenant shall pay as additional rent the cost thereof at the price stipulated by Landlord from time to time.

9.2. It is agreed that Landlord shall not be liable in any way for any failure to furnish or in any way for any damage or inconvenience caused by the cessation or interruption of such heating, air conditioning, electricity, elevator, janitor or char services caused by fire, accidents, strikes, breakdowns, necessary maintenance, alterations, repairs, scarcity of labor or materials, acts of God or any other causes. It is further agreed that any such failure or inability to furnish the utilities or services required hereunder shall not be considered an eviction, actual or constructive, of Tenant from the Premises, and shall not entitle Tenant to terminate this Lease or to an abatement of rent payable hereunder.

#### **ARTICLE X. LIABILITY OF LANDLORD**

10.1. Landlord, its employees and agents shall not be liable to Tenant, its employees, agents, invitees or any other person or entity claiming through Tenant for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever, including without limitation the following: (a) repair to any portion of the Premises or the Building; (b) interruption in the use of the Premises or any equipment therein; (c) any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage or plumbing equipment or apparatus; (d) termination of this Lease by reason of damage to the Premises or the Building; (e) fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; (f) actions of any other tenant of the Building or of any other person or entity; (g) failure or inability of Landlord to furnish any utility or service specified in this Lease; and (h) leakage in any part of the Premises or the Building, or from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Premises or the Building. All personal property stored or placed by Tenant or its employees, agents, invitees or any other person or entity claiming through Tenant in or about the Premises or the Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Landlord shall not be liable in damages, nor shall this Lease be affected, for conditions arising or resulting from the construction of contiguous premises, which may affect the Building of which the Premises are a part. Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises. For purposes of this Section, the term "Building" shall be deemed to include the Land. Notwithstanding the foregoing, Landlord shall not be released from liability to Tenant for any physical injury to any natural person caused solely by Landlord's, or its employees' or agents' gross negligence or willful misconduct except to the extent covered by ARTICLE XVIII of this Lease.

10.2. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against all costs, damages, claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, expenses and damages of any kind and nature (including without limitation attorneys' fees and the costs of investigation and settlement of any claims) asserted by or on behalf of any person, entity or governmental authority against landlord, directly or indirectly, based on or arising out of (a) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein, (b) any act or omission of Tenant or any employee, agent, or invitee of Tenant in or on the Premises, and/or (c) any accident, injury or damage whatsoever to any person, or line property of any person, occurring in or on the Premises unless the same was caused by the sole gross negligence or willful misconduct of Landlord, its employees or agents.

10.3. Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto and all other portions of the Building solely at their own risk, and Tenant and all those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

10.4. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business or for business interruption that may be occasioned by or though the acts, omissions or negligence of any other persons or any other tenants or occupants of any portion of the Building.

10.5. Landlord shall not be responsible or liable at any time for any defects, latent or otherwise, in the Building or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable at any time for loss of life or injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, caused by or resulting from the bursting, breaking, exploding, leaking, running seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or the Building or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence by third parties in the occupancy, construction, operation or use of any buildings or improvements in the Building, including the Premises.

10.6. Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents in the Premises or in the Building of any defects therein or in any of its fixtures, machinery or equipment.

10.7. If any landlord hereunder transfers the Building or such landlord's interest therein, then such landlord shall not be liable for any obligation or liability based on or arising out of any event or condition occurring on or after the date of such transfer.

10.8. Tenant shall not have the right to offset or deduct the amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim against Landlord shall be to institute an independent action against Landlord. Tenant shall not seek the consolidation of any such action brought by Tenant with any action brought by Landlord hereunder.

10.9. If permitted by law, Landlord shall have the right at any time and from time to time during the Term to either continue to contract for service from the current utility service provider or contract for service from a different company or companies providing utility service each such company shall hereinafter be referred to as an "Alternate Service Provider". Tenant shall cooperate with Landlord, the utility service provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, utility service provider, and any Alternate Service Provider reasonable access to the Property's pipes, electric lines, feeders, risers, wiring, and any other machinery within the Premises. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the utility service furnished to the Premises, or if the quantity or character of the utility service supplied by the utility service provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

#### **ARTICLE XI. SIGNS**

11.1. Tenant further agrees that (a) no signs, advertisements or notices shall be inscribed, painted or affixed on any part of the outside or inside of the Premises or Building, except on the directories and doors of offices, and then only in such size, color and style as Landlord shall approve; (b) Landlord has the right to prohibit any advertisement of Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a Building for offices or for financial, insurance or other institutions and businesses of like nature, and upon written notice from Landlord, Tenant shall refrain from and discontinue such advertisement; (c) if any such sign or advertisement is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord in said removal; (d) Landlord shall have the right to prescribe the weight and method of installation and position of safes or other heavy fixtures or equipment and Tenant will not install in the Premises any fixtures, equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry; and (e) all damage done to the Building by taking in or removing a safe or any other article of Tenant's office equipment, or due to its being in the Premises, shall be repaired at the expense of Tenant. No freight, furniture or other bulky matter of any description will be received into the Building or carried in the elevators, except as approved by Landlord. All moving of furniture, material and equipment shall be under the direct control and supervision of Landlord, who shall, however, not be responsible for any damage to or charges for moving same. Tenant agrees promptly to remove from the public area adjacent to the Building any of Tenant's merchandise there delivered or deposited. Tenant hereby agrees to purchase a door sign and directory strips in accordance with Landlord's sign specifications.

## **ARTICLE XII. ALTERATIONS**

12.1. Tenant accepts the Premises in its "AS IS" condition. Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes (collectively "Alterations") in or to the Premises except as set forth in Exhibit B or otherwise expressly provided in this Lease.

12.2. Tenant will not make any Alterations, structural or otherwise, in or to the Premises or any part thereof nor install any equipment of any kind that will require any alterations or additions to the use of the water system, heating system, air conditioning system, ventilation system, electrical system or plumbing system, without the prior written consent of Landlord. At the time of Tenant's request for Landlord's consent to such Alterations, Tenant shall provide Landlord hard-lined architectural drawings and drawings on AUTOCAD disks. Any Alterations made by Tenant shall be made: (a) in a good, workmanlike, first-class and prompt manner; (b) using new materials only; (c) by a contractor and in accordance with plans and specifications approved in writing by Landlord. (d) in accordance with all applicable legal requirements and with all requirements of any insurance company insuring the Building or any portion thereof, including, but not limited to, compliance with Title FIII of The Americans with Disabilities Act of 1990, as amended; and (e) after completion of alterations Tenant shall obtain and deliver to Landlord written, unconditional waivers of mechanics' and materialmen's liens against the Premises and the Building from all proposed contractors, subcontractors, laborers and material suppliers for all work and materials in connection with such Alterations. Landlord's approval of the Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all codes, laws, rules and regulations of governmental agencies or authorities.

12.3. It is distinctly understood that all Alterations, including wall to wall carpeting, upon the Premises (whether with or without Landlord's consent), shall, at the election of Landlord, remain upon the Premises and be surrendered with the Premises at the expiration of this Lease without disturbance, molestation or injury. Tenant will not use any floor adhesive in the installation of any carpeting. All interior and suite entry door locks shall be keyed to the Building's master key. Should Landlord elect that Alterations upon the Premises be removed upon termination of this Lease or upon termination of any renewal period hereof, Tenant hereby agrees to cause same to be removed at Tenant's sole cost and expense and should Tenant fail to remove the same, then and in such event Landlord may cause same to be removed at Tenant's expense and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

12.4. Tenant shall be responsible for causing the Premises to comply with Title III of the Americans with Disabilities Act of 1990, as amended ("ADA"). Landlord shall be responsible for causing the common areas of the Building to comply with the ADA; provided, however, if Tenant makes any Alterations to the Premises which causes the common areas not to comply with the ADA, then Tenant shall be responsible for the cost of making all Alterations to the common areas of the Building required to correct such non-compliance. Tenant and Landlord acknowledge and agree that Landlord shall have full benefit of all rules, regulations and guidelines promulgated under the ADA, such as the guidelines which require a landlord only to make those alterations which are readily achievable.

## **ARTICLE XIII. SUBLETTING AND ASSIGNMENT**

13.1. Tenant shall not assign this Lease or any of Tenant's rights or obligations hereunder, or sublet or permit anyone to occupy the Premises or any part thereof, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment or transfer of this Lease may be effected by operation of law or otherwise without Landlord's prior written consent. The consent of Landlord to any assignment or subletting shall not be construed as a waiver or release of Tenant from liability for the performance of all covenants and obligations to be performed by Tenant under this Lease. The transfer, whether a single transfer or multiple transfers, of fifty percent (50%) or more of the ownership interests of Tenant within a twelve (12) month period shall be deemed equivalent to an assignment or subletting requiring consent of Landlord. Any attempted assignment or subletting made without Landlord's consent shall at the option of Landlord be deemed an Event of Default under this Lease. Landlord's acceptance or collection of rent from any assignee, subtenant or occupant shall not be construed (a) as a consent to or acceptance of such assignee, subtenant or occupant as a tenant, (b) as a waiver by Landlord of any provision hereof, (c) as a waiver or release of Tenant from liability for the performance of any obligation to be performed under this Lease by Tenant, or (d) as relieving Tenant or any assignee, subtenant or occupant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment, subletting or occupancy. Tenant hereby assigns to Landlord any rent due from any assignee, subtenant or occupant of Tenant as security for Tenant's performance of its obligations pursuant to this Lease; provided, however, Tenant shall have the right to collect such rent as long as Tenant is not in Event of Default under the terms of this Lease. Tenant authorizes each such assignee, subtenant or occupant to pay such rent directly to Landlord if such assignee, subtenant or occupant receives written notice from Landlord specifying that such rent shall be paid directly to Landlord. In the event of Event of Default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease. Tenant shall not mortgage this Lease without Landlord's consent, which consent may be granted or withheld in Landlord's sole discretion. All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any subtenant, assignee or occupant of Tenant, and Tenant shall cause such persons to comply with all such restrictions and obligations. Tenant shall pay to Landlord a One Thousand and 00/100 Dollar (\$1,000.00) processing fee as well as expenses (including reasonable attorneys' fees) incurred by Landlord in connection with Tenant's request for Landlord to give its consent to any assignment, subletting, occupancy or mortgage, whether or not Landlord consents thereto.



13.2. A corporate Tenant may, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease to its parent or subsidiary, provided the same assignee assumes, in full, the obligations of Tenant under this Lease, and such assignment shall not relieve Tenant of its obligations hereunder.

13.3. If at any time Tenant intends to assign, sublet or otherwise transfer all or part of the Premises or this Lease, then Tenant shall give written notice to Landlord ("Sublease Proposal Notice") of the area proposed to be assigned or sublet (the "Proposed Sublet Space") and the term for which Tenant desires to sublet the Proposed Sublet Space, the name of the proposed subtenant or assignee and such other information as Landlord shall reasonably request.

13.4. After receipt of Tenant's Sublease Proposal Notice, Landlord shall also have the right, in its sole and absolute discretion, in addition to Landlord's rights in Section 13.1, to elect: (a) to consent to the proposed sublease or assignment, (b) to reject the proposed sublease or assignment, (c) to sublease the Proposed Sublet Space from Tenant for the term for which Tenant has proposed to sublet such space, or (d) to terminate this Lease with respect to the Proposed Sublet Space. Landlord shall exercise such right by sending Tenant written notice within forty-five (45) days after Landlord's receipt of the Sublease Proposal Notice. If Landlord elects to sublease the Proposed Sublet Space from Tenant, such sublease shall be at the same Basic Annual Rent and additional rent as Tenant is obligated to pay for such space under this Lease and otherwise upon the same terms and conditions as are contained in this Lease, except that Landlord shall be entitled to sub-sublet the Proposed Sublet Space without Tenant's consent and without paying to Tenant any amount in excess of the rent and other charges payable to Tenant pursuant to its sublease with Landlord. If the Proposed Sublet Space does not constitute the entire Premises and Landlord elects to terminate this Lease with respect to the Proposed Sublet Space, then (1) Tenant shall tender the Proposed Sublet Space to Landlord on a date specified in Landlord's notice (which date shall not be more than sixty (60) days after the date of such notice) as if such specified date had been originally set forth in this Lease as the Expiration Date of the Lease Term with respect to the Proposed Sublet Space, and (2) as to all portions of the Premises other than the Proposed Sublet Space, this Lease shall remain in full force and effect except that the Basic Annual Rent payable pursuant to ARTICLE III shall be reduced pro rata. Tenant shall pay all expenses of construction required to permit the operation of the Proposed Sublet Space separate from the balance of the Premises. If the Proposed Sublet Space constitutes the entire Premises and Landlord elects to terminate this Lease, then (1) Tenant shall tender the Premises to Landlord on a date specified in Landlord's notice (which date shall not be more than sixty (60) days after the date of such notice), and (2) the Lease Term shall terminate on such specified date. Notwithstanding anything to the contrary in the foregoing provisions of this Section 13.4, Landlord shall not have the right to sublease the Proposed Sublet Space or to terminate this Lease with respect to the Proposed Sublet Space in the event Tenant proposes to assign this Lease to a corporation or other business entity into or with which Tenant shall be merged or consolidated, or to which substantially all of the assets of Tenant may be transferred, provided that such successor entity has assumed in writing all of the obligations and liabilities of Tenant under this Lease.

13.5. In the event Landlord does not exercise its rights to sublet the Proposed Sublet Space from Tenant or to terminate this Lease with respect thereto, Tenant shall be entitled to seek Landlord's consent to an acceptable assignee or subtenant for the Proposed Sublet Space, for a sublease term no longer than that set forth in the Sublease Proposal Notice, such consent not to be unreasonably withheld, conditioned or delayed. Such consent or permission pursuant to Section 13.1 may be withheld if (a) the subtenant or assignee is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Building, (b) Tenant is in Event of Default under this Lease, (c) the Proposed Sublet Space is not regular in shape with appropriate means of ingress and egress and suitable for normal renting purposes, (d) in the reasonable judgment of Landlord, the assignee or sublessee does not have the financial capacity or experience to undertake the obligations of this Lease or the sublease, or (e) such a sublease or assignment would violate any term or condition of any covenant or agreement of Landlord involving the Building, or any other tenant lease within the Building. In the event such assignment or sublease for the assignee or subtenant designated in Tenant's Sublease Proposal Notice (which assignment/sublease and assignee/subtenant are acceptable to and approved by Landlord) has not been executed by Tenant and submitted to Landlord within one hundred fifty (150) days from the date of Tenant's Sublease Proposal Notice, Tenant shall not be entitled to enter into such assignment or sublease without first submitting a new Sublease Proposal Notice to Landlord and affording Landlord an opportunity to exercise its rights as set forth in Section 13.4, including its subletting or termination rights.

13.6. If any sublease, assignment or other transfer (whether by operation of law or otherwise and whether consented to or not) provides that the subtenant, assignee or other transferee is to pay any amount in excess of the rent and other charges due under this Lease (except rent or other payments received which are attributable to the amortization of the cost of leasehold improvements made to the sublet or assigned portion of the Premises by Tenant for the subtenant or assignee, and other reasonable expenses incident to the subletting or assignment, including standard leasing commissions), then whether such excess is in the form of an increased monthly or annual rent, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, leasehold improvements, furniture and other personal property, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro rata basis), then Tenant shall pay to Landlord fifty percent (50%) of any such excess as additional rent upon such terms as shall be specified by Landlord and in no event later than ten (10) days after Tenant's receipt thereof. Tenant expressly waives any right that it might have to retain such fifty percent (50%) of the excess pursuant to the provisions of section 365(f) of the Bankruptcy Code. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease, assignment or other transfer. Any sublease, assignment or other transfer shall be effected on a form approved by Landlord.

13.7. Any sublease or assignment shall require Tenant and Subleasee/Assignee to execute Landlord's standard Consent to Sublease or Consent to Assignment document.

#### **ARTICLE XIV. RIGHT OF ACCESS**

14.1. Landlord, its employees and representatives shall have the right at any time during the Lease Term, upon reasonable notice (which may be verbal) except in an emergency (when no notice shall be required), to enter into and upon any and all parts of the Premises during business hours (or, in an emergency, at any hour) to (a) view, inspect, secure and clean the Premises, (b) make repairs to the Premises or Building, or introduce, replace, repair, alter or make new or change existing connections from any fixture, pipes, wires, ducts, conduits, or other construction therein, (c) remove, without being held responsible therefor, placards, signs, lettering, window or door coverings and the like not expressly consented to or (d) show the Premises to prospective tenants, purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction. Landlord shall have the right to use a portion of the Premises for all necessary pipes and wires leading to and from the portions of the Building not hereby leased, which will not unreasonably interfere with Tenant's use of the Premises. Landlord may, within one hundred and twenty (120) days preceding the expiration of the Lease Term, enter the Premises to place and maintain notices for letting, free from hindrance or control of Tenant. If Tenant shall vacate the Premises during the last month of the Lease Term, Landlord shall have the unrestricted right to enter the Premises after Tenant's moving to commence preparations for the succeeding tenant or for any other purpose whatever, without affecting Tenant's obligation to pay rent for the full Lease Term.

#### **ARTICLE XV. INCREASE IN LANDLORD'S FIRE INSURANCE**

15.1. Tenant will not do or permit anything to be done in the Premises or the Building or bring or keep anything therein which shall in any way increase the rate of fire or other insurance for said Building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authority.

#### **ARTICLE XVI. TENANT'S EQUIPMENT**

16.1. Tenant will not install or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, calculators, personal computers, facsimile machines and such other electrically operated office machinery and equipment normally used in modern offices, without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for any excess consumption of water and/or electricity as may be occasioned by the operation of said equipment or machinery. Tenant shall not install any other equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system, air conditioning system, ventilation system or the electrical system of the Premises without the prior written consent of Landlord. Business machines and mechanical equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

#### **ARTICLE XVII. CONDEMNATION**

17.1. If all or any portion of the Premises or occupancy thereof shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "Condemnation"), and such Condemnation shall materially and adversely affect Tenant's use of the Premises, then this Lease shall terminate on the date possession thereof is taken by such authority and rent shall be apportioned as of such date. In the event of the Condemnation of any portion of the Premises which does not materially and adversely affect Tenant's use of the Premises, then this Lease shall continue in full force and effect as to the part of the Premises not Condemned, except that as of the date possession is taken by such authority, Tenant shall not be required to pay the Basic Annual Rent with respect to the part of the Premises Condemned. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is Condemned, then whether or not any portion of the Premises is Condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

17.2. All awards, damages and other compensation paid by such authority on account of such Condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation. Tenant shall not make any claim against Landlord or the authority for any portion of such awards, damages or compensation attributable to damage to the Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages. Tenant may, if allowed by statute, seek such awards or damages for moving expenses, loss of profits and fixtures and other equipment installed by it which do not, under the terms of this Lease, become the property of Landlord at the termination hereof. Such awards or damages must be made by a Condemnation court or other authority and must be separate and distinct from any award to Landlord for the Land and Building and shall not diminish any award of Landlord.

#### **ARTICLE XVIII. INSURANCE**

18.1. Landlord agrees that it will keep the Building insured against loss due to fire and other property risks included in standard all risk coverage insurance policies, and covering loss of income from such property risk, or in lieu thereof, insure the Building against loss or damage as a self insurer.

18.2. Throughout the Lease Term, Tenant shall insure the contents of the Premises, including, without limitation, alterations, decorations, furnishings, fixtures and equipment used or installed in the Premises by or on behalf of Tenant, and the other personal property of Tenant in the Premises, against loss due to fire and other property risks included in standard all risk coverage insurance policies, in an amount equal to the replacement cost thereof and covering loss of income from such property risk. All insurance carried by Tenant hereunder shall be primary and not contributing with any insurance carried by Landlord.

18.3. Landlord and Tenant agree that all insurance policies required to be carried pursuant to Section 18.1 hereof shall either permit or contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Tenant, and that all insurance policies required to be carried pursuant to Section 18.2 shall either permit or contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord, its managing agent and any mortgagee of Landlord. Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, maintained by such party or required to be maintained by such party under this Lease, to the extent that such loss or damage is recovered under said insurance policies or would have been recovered if the insurance policies required hereunder had been maintained as required pursuant to this Lease. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverage's by reason of said waivers.

18.4. Throughout the Lease Term, Tenant shall obtain and maintain commercial general liability insurance on an occurrence basis protecting against any liability occasioned by any occurrence on or about the Premises and containing contractual liability coverage and business interruption coverage. Such insurance shall be initially in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate and shall be for a minimum term of one (1) year.

18.5. Tenant shall also maintain throughout the Lease Term, at Tenant's sole cost and expense, worker's compensation in statutory limits.

18.6. Each of said policies of insurance to be carried by Tenant hereunder shall name Landlord and Landlord's managing agent as an additional insured, and if requested by the holder of any mortgage or deed of trust against the Building, shall also name such holder as an additional insured. Each policy shall contain an endorsement which provides that no cancellation or reduction of coverage may be made without first giving Landlord, Landlord's managing agent and, if named as an additional insured, the holder of any mortgage or deed of trust on the Building, at least thirty (30) days prior written notice of such proposed action. All insurance policies required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction wherein the Building is located with a then current Alfred M. Best Company, Inc. general policy holder's rating of "A" or better and a financial size category of Class XII or higher and which have been in business for the past five (5) years and which are otherwise reasonably satisfactory to Landlord. On or before the Lease Commencement Date, and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Tenant shall provide copies of policies or certificates of insurance (Accord 27) evidencing the coverage's required by this ARTICLE XVIII. The aforesaid insurance limits may be reasonably increased from time to time by Landlord.

## **ARTICLE XIX. FIRE OR CASUALTY**

19.1. If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently repair and restore the Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if (a) in Landlord's reasonable judgment such repair and restoration cannot be completed within two hundred seventy (270) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits) or (b) twenty percent (20%) or more of the Premises is damaged and less than six (6) months would remain of the Term or any renewal thereof upon completion of the repairs, then Landlord shall have the right, at its sole option, to terminate this Lease as of the sixtieth (60th) day after such damage or destruction by giving written notice of termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction.

19.2. If this Lease is terminated pursuant to Section 19.1 above, then all rent shall be apportioned (based on the portion of the Premises which is usable after such damage or destruction) and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay the Basic Annual Rent only for the portion of the Premises that is usable while such repair and restoration are being made. Landlord shall bear the expenses of repairing and restoring the Premises and the Building; provided, however, that Landlord shall not be required to repair or restore the contents of the Premises, including without limitation, alterations, decorations, furnishings, fixtures and equipment used or installed in the Premises by or on behalf of Tenant and any other personal property of Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any portion of the Premises or for any inconvenience or annoyance occasioned by any such damage, repair or restoration.

19.3. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to restore the Premises or the Building and shall have the right to terminate this Lease if (a) the holder of any mortgage fails or refuses to make insurance proceeds available for such repair and restoration, (b) zoning or other applicable laws or regulations do not permit such repair and restoration, or (c) the cost of repairing and restoring the Building would exceed fifty percent (50%) of the replacement value of the Building, whether or not the Premises is damaged or destroyed, provided the leases of all other tenants in the Building are similarly terminated.

19.4. Notwithstanding anything herein to the contrary, all injury or damage to the Premises or the Building resulting from the fault or negligence of Tenant, its employees, agents, contractors or invitees shall be repaired by Tenant at Tenant's expense and Rent shall not abate.

## **ARTICLE XX. DEFAULTS AND REMEDIES**

20.1. Each of the following shall constitute an Event of Default: (a) Tenant's failure to make any payment of the Basic Annual Rent, additional rent or any other sum within ten (10) days of written notice from Landlord or Landlord's attorney of Tenant's failure to make such payment on such payment's due date; (b) Tenant's failure to take possession of the Premises within thirty (30) calendar days after delivery thereof to Tenant; (c) Tenant's violation or failure to perform or observe any other covenant or condition of this Lease for a period of thirty (30) days following Landlord's or Landlord's attorney's written notice thereof to Tenant; (d) Tenant's abandonment or vacation of the Premises; (e) an Event of Bankruptcy as specified in ARTICLE XXI with respect to Tenant, any general partner of Tenant (a "General Partner") or any guarantor; (f) Tenant's dissolution or liquidation; or (g) Tenant's failure to execute documents as required in Sections 25.1 or 33.1 herein.

20.2. If there shall be an Event of Default, including an Event of Default prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may reenter the Premises, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to reenter the Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the jurisdiction in which the Building is located, or by such other proceedings, including reentry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, then everything contained in this Lease to be done and performed by Landlord shall cease, without prejudice, however, to Landlord's right to recover from Tenant all rent and other sums due hereunder through the Lease Expiration Date as defined in Section 2.1. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant signed by Landlord. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord may, but shall not be obligated to, relet the Premises or any part thereof, alone or together with other premises, for such rent and upon such terms and conditions (which may include concessions, free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to relet the Premises or collect any rent due upon such reletting. Whether or not this Lease is terminated, Tenant nevertheless shall remain liable for any Basic Annual Rent, additional rent or damages which may be due or sustained by reason of such Event of Default, and all costs, fees and expenses (including without limitation reasonable attorneys' fees, brokerage fees, expenses incurred in placing the Premises in rentable condition and tenant finish necessitated to obtain the new tenant) incurred by Landlord in pursuit of its remedies and in renting the Premises to others from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Tenant shall also be liable to Landlord for additional damages, which shall be, at Landlord's options, either (a) or (b) below:

(a) an amount equal to the Basic Annual Rent and additional rent which would have become due during the remainder of the Lease Term, less the amount of rent, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent payable as a result of any failure of such other person to perform any of its obligations), which damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's Event of Default and continuing until the date on which the Lease Term would have expired but for Tenant's Event of Default. Separate suits may be brought to collect any such damages for any month(s), and such suits shall not in any manner prejudice Landlord's right to collect any such damages for any subsequent month(s) or Landlord may defer any such suit until after the Lease Expiration Date, in which event the cause of action shall be deemed not to have accrued until the Lease Expiration Date ; or

(b) an amount equal to the present value (as of the date of Landlord's election to accelerate) of the Basic Annual Rent and additional rent which would have become due during the remainder of the Lease Term, less the rent received by Landlord under any reletting of the Premises, which damages shall be payable to Landlord in one lump sum on demand; provided that Landlord has relet the Premises which reletting may occur at any time up to the Lease Expiration Date. For purposes of this subsection (2), present value shall be computed by discounting at a rate equal to one (1) whole percentage point above the discount rate then in effect at the Federal Reserve Bank of New York.

20.3. Tenant waives any right of redemption, re-entry or restoration of the operation of this Lease under any present or future law, including any such right that Tenant would otherwise have if Tenant shall be dispossessed for any cause.

20.4. If Tenant fails to perform any covenant or observe any condition to be performed or observed by Tenant hereunder or acts in violation of any covenant or condition hereof or fails to make any payment to any third party, Landlord may, but shall not be required to on behalf of Tenant, perform such covenant and/or take such steps, including entering the Premises, as may be necessary or appropriate, in which case Landlord shall have the right to proceed immediately and all costs and expenses incurred by Landlord in so doing, including reasonable legal fees, shall be paid by Tenant to Landlord upon demand, plus interest thereon at the rate per annum equal to the greater of (a) eighteen percent (18%) per annum; provided, however such rate is not usurious or (b) the highest non-usurious rate permitted under the laws of the jurisdiction where the Building is located, from the date of expenditure(s) by Landlord, as additional rent. Landlord's proceeding under the rights reserved to Landlord under this Section shall not in any way prejudice or waive any rights Landlord might otherwise have against Tenant by reason of Tenant's Event of Default

20.5. Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies or obligations.

#### **ARTICLE XXI. BANKRUPTCY**

21.1. The following shall be Events of Bankruptcy under this Lease: (a) Tenant, a guarantor or a General Partner becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant, a guarantor or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant, a guarantor or a General Partner; (c) filing of a voluntary petition by Tenant, a guarantor or a General Partner under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant, a guarantor or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within sixty (60) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or (e) Tenant, a guarantor or a General Partner making or consenting to an assignment for the benefit of creditors or a composition of creditors.

#### **ARTICLE XXII. LANDLORD'S LIEN**

22.1. Tenant grants to Landlord a lien upon and a security interest in, as security for the performance of Tenant's obligations, Tenant's existing or hereafter acquired personal property, inventory, furniture, fixtures, equipment and other assets which are located in the Premises or used in connection with the business to be conducted in the Premises (hereinafter collectively called "Personal Property"). Such lien shall be in addition to all rights of distraint available under applicable law. Within fifteen (15) days after Landlord's request, Tenant shall execute, acknowledge and deliver to Landlord a financing statement and any other document submitted to Tenant evidencing or establishing such lien and security interest. During any period Tenant is in Event of Default under this Lease, Tenant shall not sell, transfer or remove from the Premises such Personal Property. Landlord may at any time after Event of Default in the payment of rent or Event of Default of other obligations, seize and take possession of any and all Personal Property belonging to Tenant which may be found in and upon the Premises. If Tenant fails to redeem the Personal Property so seized, by payment of whatever sum may be due Landlord under and by virtue of the provisions of this Lease, then and in that event, Landlord shall have the right, after twenty (20) days' written notice to Tenant of its intention to do so, to sell such Personal Property so seized at public or private sale and upon such terms and conditions as to Landlord may appear advantageous, and after the payment of charges incident to such sale, including storage charges if any, apply the proceeds thereof to the payment of any balance due to Landlord on account of rent or other obligations of Tenant pursuant to this Lease. In the event there shall then remain in the hands of Landlord any balance realized from the sale of said Personal Property as aforesaid, the same shall be paid over to Tenant. The exercise of the foregoing remedy by Landlord shall not relieve or discharge Tenant from any deficiency owed to Landlord that Landlord has the right to enforce pursuant to any other provisions of this Lease.

### **ARTICLE XXIII. LEGAL FEES**

23.1. If, as a result of any breach or Event of Default in the performance of any of the provisions of this Lease (whether or not such Event of Default is later cured), Landlord or Tenant uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or if Landlord or Tenant is required to defend itself or the terms of this Lease and Landlord or Tenant uses the services of an attorney then Tenant or Landlord shall reimburse the prevailing party upon demand for any and all attorneys' fees and expenses so incurred by the prevailing party with such amounts being additional rent in the event Landlord is the prevailing party.

### **ARTICLE XXIV. DAMAGE**

24.1. All injury to the Premises or the Building caused by moving the property of Tenant into, on, or out of, the Building or the Premises and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by Tenant, at the expense of Tenant. In the event that Tenant shall fail to do so, then Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, nonstructural or otherwise) and any charge or cost so incurred by Landlord shall be paid by Tenant as additional rent, with the monthly installment of rent next becoming due or thereafter falling due under the terms of this Lease. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

24.2. All Personal Property of Tenant in the Premises or in the Building shall be at the sole risk of Tenant and Tenant agrees to obtain insurance for such Personal Property as provided in Section 18.2 of this Lease. Landlord shall not be liable for any accident to or damage to the Personal Property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to the Personal Property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claim by reason of damage to Tenant's Personal Property.

### **ARTICLE XXV. SUBORDINATION**

25.1. This Lease is subject and subordinate at all times to all ground or underlying leases, all mortgages and/or deeds of trust, all covenants, restrictions, easements, and encumbrances which may now or hereafter affect such leases or the real property of which the Premises form a part, and all future renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall promptly execute and deliver without charge any certificate or document that Landlord may request in a form which recognizes this Lease and is otherwise reasonably acceptable to Tenant within ten (10) days following Landlord's written request. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant. Provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this Lease, and in the event of any foreclosure sale under such deed of trust, this Lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale, in which event Tenant shall attorn to such party secured by such deed of trust or purchaser as Landlord under this Lease. Upon such attornment such party secured by such deed of trust or purchaser shall not be (a) bound by any payment of rent or additional rent more than one (1) month in advance, (b) bound by any amendment of this Lease made without the consent of the holder of the deed of trust existing as of the date of such amendment, (c) liable for damages for any breach, act or omission of any prior landlord, or (d) subject to any offsets or defenses which Tenant might have against any prior landlord; provided, however, that after succeeding to Landlord's interest, such party secured by such deed of trust or purchaser shall perform, in accordance with the terms of this Lease, all obligations of Landlord arising after the date of acquisition of title to the Building. Tenant covenants and agrees that it will, at the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this Lease.

25.2. At the option of any landlord under any ground or underlying lease to which this Lease is now or may hereafter become subject or subordinate, Tenant agrees that neither the cancellation nor termination of such ground or underlying lease shall by operation of law or otherwise, result in cancellation or termination of this Lease or the obligations of Tenant hereunder, and Tenant covenants and agrees to attorn to such Landlord or to any successor to Landlord's interest in such ground or underlying lease subject to the attornment provisions set forth in Section 25.1 above. In that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor.

#### **ARTICLE XXVI. TENANT HOLDOVER**

26.1. This Lease shall terminate on the Lease Expiration Date pursuant to the terms of this Lease without the necessity of notice from either Landlord or Tenant. Any holding over by Tenant after the Lease Expiration Date without Landlord's written consent as provided in Section 26.2 shall be an unlawful detainer and Tenant shall be subject to immediate eviction. During such hold over, all the terms and conditions set forth in this Lease shall apply except that Tenant shall pay to Landlord Basic Annual Rent equal to twice the Basic Annual Rent in effect during the last month of the Lease Term ("Hold Over Fee"). In addition to paying to Landlord the Hold Over Fee, if Tenant fails to surrender and vacate the Premises on the Lease Expiration Date, Tenant shall indemnify and hold Landlord harmless from and against any and all loss, liability, damages and expenses (including without limitation, attorneys' fees, the costs of investigation and settlement of any claims) sustained or incurred by Landlord on account of or resulting from such failure, including, without limitation, claims made by any succeeding tenant of all or any part of the Premises or the loss by Landlord of the rent from any succeeding tenant of all or any part of the Premises, Landlord may simultaneously collect the Hold Over Fee and pursue any and all remedies against Tenant to regain possession of the Premises and without prejudice to Landlord's right to recover possession, and Tenant's payment of the Holdover Fee shall not be deemed to permit Tenant to retain possession of the Premises after the Lease Expiration Date or other termination of the Lease.

26.2. If, with the written consent of Landlord, Tenant or any party claiming by, through or under Tenant remains in possession of the Premises, or any part thereof, after the Lease Expiration Date, Landlord shall treat such holding over by Tenant as the creation of a month-to-month tenancy, subject to all the terms, covenants and conditions set forth in this Lease insofar as the same are applicable to a month-to-month tenancy, except that Tenant shall pay a Basic Annual Rent equal to twice the Basic Annual Rent in effect during the last month of the Lease Term. Tenant shall give to Landlord at least thirty (30) days prior written notice from the first day of the month of any intention to quit said Premises, and Tenant shall be entitled to the same thirty (30) days prior written notice to quit said Premises, except in the event of non-- payment of rent in advance or of any breach of any other covenant by Tenant, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days notice to quit being hereby expressly waived.

#### **ARTICLE XXVII. WAIVER AND NOTICE**

27.1. No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. If Landlord waives in writing any Event of Default, then such waiver shall not be construed as a waiver of any subsequent, similar Event of Default or of any covenant or condition set forth in this Lease except as to the specific circumstances described in such written waiver. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be a payment in full of the stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. Landlord shall have the right to apply Tenant's payments to any balance or arrearage Tenant has outstanding. Landlord's re-entry and acceptance of keys shall not be considered an acceptance of a surrender of this Lease.

#### **ARTICLE XXVIII. WAIVER OF JURY TRIAL**

28.1. LANDLORD, TENANT, AND ALL GUARANTORS AND GENERAL PARTNERS OF TENANT AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANTS USE OR OCCUPANCY OF SAID PREMISES AND/OR PREMISES ANY CLAIM OF INJURY OR DAMAGE, AND/OR ANY STATUTORY REMEDY.

28.2. Tenant consents to service of process and any pleading relating to any such action at the Premises; provided, however, that nothing herein shall be construed as requiring such service at the Premises. Landlord, Tenant, all guarantors and all General Partners of Tenant waive any objection to the venue of any action filed in any court situated in the jurisdiction in which the Building is located and waive any right under the doctrine of forum non conveniens or otherwise, to transfer any such action filed in any such court to any other court.

#### **ARTICLE XXIX. LIMITATION OF LIABILITY OF LANDLORD**

29.1. Pursuant to Article 3 of the Declaration of Trust of Washington Real Estate Investment Trust dated November 18, 1960, as amended, nothing in this Lease shall be construed in any event whatsoever to impose any personal liability upon the trustees, officers or the shareholders of the Washington Real Estate Investment Trust, as the Landlord herein, in contract, tort, or otherwise. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to Landlord's equity in the Building for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any Event of Default or breach by Landlord with respect to any of the terms and provisions of this Lease to be kept, observed and performed by Landlord subject, however, to the prior rights of any ground or underlying landlords or any mortgagee of all or any part of the Building or the Premises, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

#### **ARTICLE XXX. NOTICES**

30.1. All notices required hereunder by either party to the other shall be sent by recognized overnight courier with receipt therefor (such as Federal Express) or by certified mail. Notices to Landlord shall be sent to Washington Real Estate Investment Trust ("WRIT"), 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20852, Attention: Asset Manager. Notices to Tenant shall be sent to the Premises or: \_\_\_\_ Tenant hereby elects domicile at the Premises for the purpose of all notices, writs of summons, or other legal documents, or process, in any suit, action, or proceeding that Landlord may undertake under this Lease.

#### **ARTICLE XXXI. CERTAIN RIGHTS RESERVED BY LANDLORD**

31.1. Landlord hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by Tenant): (a) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building, (b) to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such a manner as it deems best for the benefit of tenants generally, and to erect, use and maintain pipes and conduits in and through the Premises, and (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or of Tenant's use or occupancy of the Premises.

#### **ARTICLE XXXII. BROKER**

32.1. Except as set forth herein, Landlord and Tenant each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

#### **ARTICLE XXXIII. ESTOPPEL CERTIFICATE**

33.1. Tenant shall from time to time, within ten (10) days after Landlord shall have requested the same of Tenant, execute, acknowledge and deliver to Landlord a written instrument in recordable form and otherwise in such form as required by Landlord (a) certifying that this Lease is in full force and effect and has not been modified, supplemented or amended in any way (or, if there have been modifications, supplements or amendments thereto, that it is in full force and effect as modified, supplemented or amended and stating such modifications, supplements and amendments); (b) stating the rent payable and dates to which the rent and other charges hereunder have been paid by Tenant; (c) stating whether or not to the best knowledge of Tenant, Landlord is in Event of Default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such Event of Default of which Tenant may have knowledge; (d) stating the Lease Commencement Date and Lease Expiration Date, including any optional renewals; and (e) stating any other fact or certifying any other condition reasonably requested by Landlord or requested by any mortgagee or prospective mortgagee or purchaser of the Building or Land or of any interest therein. In the event that Tenant shall fail to return a fully executed copy of such certificate to Landlord within the foregoing ten (10) day period, then Tenant shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in such certificate, and Tenant irrevocably authorizes and appoints Landlord as its attorney-in-fact to execute such certificate on behalf of Tenant. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or the Land, any mortgagee or prospective mortgagee or purchaser of the Building, Land or any interest therein or any prospective assignee of any mortgagee.

#### **ARTICLE XXXIV. RULES AND REGULATIONS**

34.1. Tenant will:



(a) not strip, overload, damage or deface the Premises or hallways, stairways, elevators, parking facilities or other approaches thereto, of said Building, or the fixtures therein or used therewith, nor permit any hole to be made in any of the same;

(b) not suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on said Building, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by any public authority;

(c) not move any furniture or equipment into or out of the Premises except at such times as Landlord may from time to time designate;

(d) not place upon the interior or exterior of the Building or any window or any part thereof or door of the Premises any placard, sign, lettering, window covering, drapes or any other item which Landlord in its sole discretion deems unsuitable, except such and in such place and manner, as shall have been first approved in writing by Landlord;

(e) park vehicles only in the area from time to time designated by Landlord; Landlord reserves the right to determine the number of parking spaces that shall be used by Tenant;

(f) not install a television antenna or air conditioning on the roof, in the windows or upon the exterior of the Building and will only install an antenna within the Premises (including any space on the exterior of the Building, such as a balcony, patio, yard or garden area that is leased exclusively to Tenant within Tenant's exclusive use and control, and which is not a common area or restricted access area) subject to the terms of a separate agreement to be entered into between Landlord and Tenant containing Landlord's rules and regulations regarding antennas.

(g) use and allow to be used all plumbing within the Premises and the Building only for the purpose for which it was designed, and no foreign substance of any kind shall be thrown therein;

(h) not use any space in the Building for the sale of goods to the public at large or for the sale at auction of goods or property of any kind;

(i) not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written consent;

(j) not use the Premises for lodging or sleeping or for any immoral or illegal purpose;

(k) not construct, maintain, use or operate within the Premises any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system without Landlord's prior written consent and Tenant shall not construct, maintain, use or operate any such loud speaker or sound system outside of the Premises;

(l) not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant;

(m) comply with all rules or regulations from time to time established by the appropriate insurance rating organization;

(n) comply with all rules or regulations from time to time established by Landlord for the operation and maintenance of the Building; and

(o) not manufacture any commodity therein, without the prior written consent of Landlord; and

(p) not smoke nor permit its employees, agents, customers, invitees or contractors to smoke in the Building except in the areas, if any, designated by the Landlord as smoking areas.

34.2. It is understood that employees of Landlord are prohibited as such from receiving any packages or other articles delivered to the Building for Tenant and that should any such employee receive any such packages or articles, he or she in so doing shall be the agent of Tenant and not of Landlord.

#### **ARTICLE XXXV. FINANCIAL STATEMENTS**

35.1. Tenant agrees to provide to Landlord within fourteen (14) days of Landlord's request, the most recent audited (or certified to be true and correct by the President and Chief Financial Officer) annual financial statements of Tenant, including balance sheets, income statements, and financial notes as well as (1) the names of all Tenant's shareholders and their ownership interests at the time thereof, provided Tenant's shares are not publicly traded; (2) the state in which Tenant is incorporated; (3) the location of Tenant's principal place of business; (4) information regarding a material change in the corporate structure of Tenant including without limitation, a merger or consolidation; and (5) any other information regarding Tenant's ownership interests that Landlord reasonably requests ("Statements"). Tenant consents that Landlord may release the Statements to Landlord's trustees, officers, employees, subsidiaries, affiliates, lenders, advisors, joint venture partners, or potential purchasers of the Building for the purposes of evaluating Tenant's financial condition with respect to performance under the Lease or to any third party pursuant to any order of any governmental agency or court. Landlord agrees to keep the Statements confidential and not to release the Statements to third parties except as set forth herein.

#### **ARTICLE XXXVI. RELOCATION**

36.1. Landlord may, at its option during the Term hereof, relocate Tenant from the present Premises in the Building to premises of comparable or greater size with comparable or greater views, at no cost to Tenant; provided, however, Landlord shall give Tenant sixty (60) days advance written notice of its intention to relocate Tenant; and provided, further, Landlord shall pay the cost of moving Tenant to the new location, all costs of comparable build-out, the relocation of cabling and telephone service and reasonable costs for stationary and business cards. Upon the delivery of the new space ("Relocation Space") to Tenant, the Relocation Space shall become the Premises; and Landlord shall prepare, and Tenant shall execute, an amendment to this Lease confirming the lease to Tenant of the Relocation Space. This Lease shall continue in full force and effect as to the new Relocation Space as the Premises.

#### **ARTICLE XXXVII. QUIET ENJOYMENT**

37.1. If Tenant pays all the rent herein reserved and performs and observes all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed hereunder, Tenant shall, during the Term, peaceably and quietly have, hold and enjoy the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease.

#### **ARTICLE XXXVIII. MEDICAL WASTE**

38.1. For purposes of this Lease, "Medical Waste" shall include any and all waste commonly produced by medical and surgical care facilities, including, but not limited to, blood and blood products, body parts and tissue, laboratory wastes, discarded cultures, specimens, waste products, vaccines and associated items, and used hypodermic needles, syringes, scalpel blades and similar equipment or devices and all other medical wastes listed at 42 U.S.C § 6992 (1988) and any regulations promulgated thereunder as the same may be amended from time to time (the "Medical Waste Laws"). Tenant shall be solely responsible for disposing of all Medical Waste so as to protect waste handlers and the public from exposure and such disposal shall comply with the requirements set forth in the Medical Waste Laws. Tenant's disposal of Medical Waste and removal thereof from the Premises and the Building shall be provided by Tenant's contractors, at Tenant's sole cost and expense. Under no condition shall Tenant store Medical Waste in the corridors or other common areas of the Building or deposit any Medical Waste in trash receptacles serviced by the Building's trash service provided by Landlord or in the dumpster servicing the Building or in or on any other part of the Building. Tenant shall store such items, whether for pick up, delivery or disposal, in a location designated by Landlord. Tenant shall, at Tenant's sole cost and expense, comply with the requirements of any Federal or (state) law, regulation, rule, order or directive, now or hereafter in effect which regulates the disposal of Medical Waste, whether or not such obligation is thereby imposed upon Tenant or Landlord.

#### **ARTICLE XXXIX. MISCELLANEOUS**

39.1. No Representations. Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Tenant except as herein expressly set forth.

39.2. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and tenant.

39.3. Authority. Landlord and Tenant covenant each for itself that each has full right, power and authority to enter into this Lease upon the terms and conditions herein set forth. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, qualified to do business in the state in which the Building is located, that the corporation has full right and authority to enter into this Lease, and that each and both persons signing on behalf of the corporation were authorized to do so; and that the name and address of Tenant's resident agent in the jurisdiction where the Building is located is , . Tenant shall advise Landlord in writing if the name and address of its resident agent is changed during the Term hereof.

39.4. Additional Rent. All other costs and expenses which Tenant assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed to be "additional rent" and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies provided for in the case of nonpayment of rent, including assessment of interest and late fees.

39.5. Force Majeure. If Landlord is in any way delayed or prevented from performing any of its obligations under this Lease due to fire, acts of God, governmental act or failure to act, strike, labor dispute, inability to procure materials or any other cause beyond Landlord's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention.

39.6. No Recording. This Lease shall not be recorded in any office legally established for the purpose of giving public notice of real estate records and any attempt to do so may be treated by Landlord as an Event of Default under this Lease. In the event Tenant does record this Lease or any memorandum thereof, Tenant, by such act, irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute any and all documents required to remove the Lease or any memorandum thereof from the public records.

39.7. Governing Law. This Lease is governed under the laws of the jurisdiction in which the Building is located.

39.8. Captions. Section headings are used for convenience and shall not be considered when construing this Lease.

39.9. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

39.10. Tenant Liability. If two or more individuals, corporations, partnerships or other persons (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other persons to pay the rent and perform all other obligations hereunder shall be deemed to be joint and several.

39.11. Time is of the Essence. Time is of the essence with respect to each and every provision of this Lease.

39.12. Entire Agreement. This Lease contains the entire agreement of the parties in regard to the Premises and this Lease and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

39.13. Benefit and Burden. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective heirs, executors, administrators, successors, and assigns. Landlord may freely assign its interest hereunder.

39.14. Gender and Number. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. Landlord herein for convenience has been referred to in the neuter form.

39.15. Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

39.16. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or an option for lease, and the same shall not be effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

39.17. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease and that legal counsel was consulted by each party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Lease.

39.18. Tenant agrees to pay to Landlord upon execution of this Lease One Hundred Sixteen Thousand Eight Hundred Twenty-One and 25/100 Dollars (\$116,821.25). This payment represents Tenant's cost of tenant improvements.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal by a duly authorized officer, intending to be legally bound hereby, as of the day and year first above written. The covenants of Tenant are joint and several obligations of each party signing as Tenant, and, when the parties signing as Tenant are partners, shall be the obligation of the firm and of the individual members thereof.

Witness/Attest:

TENANT:  
THORIUM POWER, INC.



By: (Seal)  
(Signature Here)  
Name: Seth \_\_\_\_\_  
Title: President

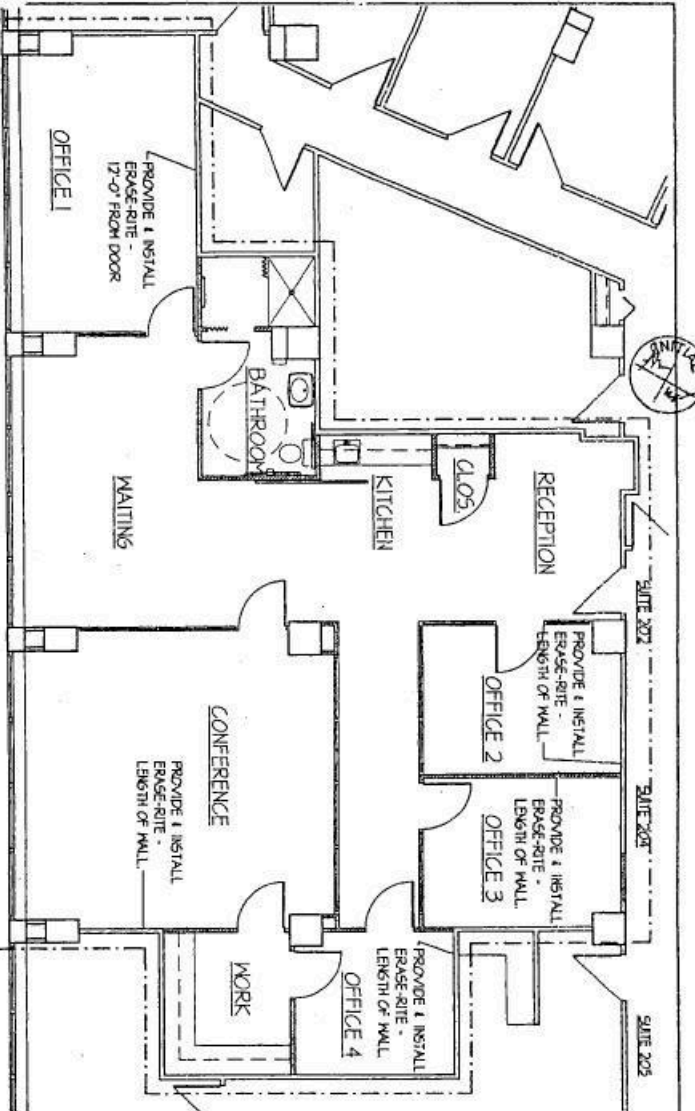
Social Security Number: ###-##-####

Federal Tax Identification Number: 13-3705-341

Witness/Attest:

LANDLORD:  
WASHINGTON REAL ESTATE INVESTMENT TRUST

By: (Seal)  
(Signature Here)  
Name: Edmund B. Cronin, Jr.  
Title: President



# FLOOR PLAN

SCALE: 1/8" = 1'-0"

## EXHIBIT A - FLOOR PLAN

TENANT NAME: THORIUM POWER  
 SUITE NO.: 202/204  
 PLAN DATE: 07/17/2001  
 PROPERTY: 1901 PENNSYLVANIA  
 REBATEABLE SF: 2,093 SQ. FT.  
 FLOOR PLAN SUBJECT TO LOCAL JURISDICTION APPROVAL AS REQUIRED PER CODE. HVAC,  
 PLUMBING & ELECTRICAL TO BE PER CODE. ACTUAL DIMENSIONS MAY VARY SLIGHTLY FROM  
 EXISTING CONDITIONS IN BUILDING. INFORMATION SHOWN IS AS ACCURATE AS POSSIBLE. REFER  
 TO EXHIBIT B - TENANT IMPROVEMENT - SPECIFICATIONS FOR MORE INFORMATION. I HAVE  
 REVIEWED UNDERSTAND AND ACCEPT THIS PLAN.  
 INITIAL BY TENANT: \_\_\_\_\_ INITIAL BY LANDLORD: \_\_\_\_\_

07/17/2001 REVISION

SHEET NUMBER

DATE

SCALE

1/8" = 1'-0"

SHEET TITLE

FLOOR PLAN

THORIUM POWER  
 1901 PENNSYLVANIA AVE.  
 SUITE 202/204  
 WASHINGTON, DC 20006

**WRIT**  
 WASHINGTON REAL ESTATE INVESTMENT TRUST  
 8110 EXECUTIVE BOULEVARD - SUITE 800  
 ROCKVILLE, MARYLAND 20852  
 (301) 984-3400

**Exhibit B:**

**Tenant Improvements Specifications**

- A. Landlord shall perform the following building improvements to the Premises at Landlord's sole cost and expense in a workman-like manner and in accordance with applicable building codes and as shown on the attached Exhibit A - Floor Plan ("Floor Plan"):
1. Demolition of walls, ceiling, counters, cabinets and sink as required to provide the layout, as shown on the attached Floor Plan. Patch and repair all exposed surfaces as required due to demolition work and in preparation for application of new finishes as specified. New fire sprinkler installations to be exposed up flow type sprinkler heads.
  2. Provide walls to be taped, blocked, and sanded,  $\frac{1}{2}$ " gypsum wallboard on both sides of  $2\frac{1}{2}$ " metal studs, from floor up to 8'-2" A.F.F. on all interior walls except for the Bathroom walls, as shown on the attached Floor Plan. Demising partitions go up to the structure. Tenant separation walls go up to the underside of the structure & have a 1 hr. fire rating.
  3. Provide walls to be taped, blocked, and sanded,  $\frac{1}{2}$ " gypsum wallboard on both sides of  $2\frac{1}{2}$ " metal studs with  $1\frac{1}{2}$ " thermafiber sound attenuation blankets, from floor up to the underside of the structure, for the Bathroom as shown on the attached Floor Plan.
  4. Provide gypsum wallboard ceiling, painted at 8'-2" A.F.F. in Bathroom and Shower, Closet and Kitchen. All other ceilings to remain exposed to underside of deck above.
  5. Provide & install 'Erase-Rite' low gloss dry marker surface from 4" A.F.F. to 8'-2" A.F.F. on gypsum board walls as shown on the Floor Plan. Provide & install aluminum marker trays @ 36" A.F.F. - *length of 'Erase-Rite' marker surface*. Marker surface and marker trays by Walltalkers, 3875 Embassy Parkway, Fairlawn, OH, 44333 - (330) 668-7703.
  6. Existing 3'-0" x 7'-0" red oak suite entrance door, solid core wood veneer, corridor side stained with Minwax - Fruitwood, from the corridor, Tenant side painted high-gloss white as shown on the Floor Plan. With #9453 06 A 605 mortised lockset - "E" keyway cylinder lever hardware, *605 Bright Brass finish for the exterior of the suite and 625 Bright Chrome for the interior of the suite by Schlage*. Door closer will be *625 Bright Chrome finished*. Door is to be hung in a painted metal frame to remain. Provide and electric strike for door.
  7. Provide eight (8) new 3'-0" x 8'-0" solid core paint grade interior doors, with Athens - D Series, 625 Bright Chrome finish Cylindrical entrance/office lever hardware locksets by Schlage. Door is to be hung in a painted metal frame.
  8. Provide one (1) new 3'-0" x 8'-0" solid core paint grade interior door, with Athens - D Series, 625 Bright Chrome finish Cylindrical bathroom/privacy lever hardware set by Schlage. Door is to be hung in a painted metal frame.
  9. Provide one (1) new 7'-2" x 8'-0" oversized sliding solid core paint grade interior wood door. Door is to be hung on exposed track.
  10. *Provide and install floor mounted doorstop w/ hook for all the interior doors of the suite. Doorstop mode's #446 & #450, BHMA625 Bright Chrome finish by Ives.*
  11. Provide and install 2" x 4" (approximate) aluminum or steel frame and  $\frac{1}{2}$ " thick tempered safety glass walls in painted metal frame @ 6" A.F.F. to 8'-2" A.F.F. for all walls separating Reception, Waiting and Corridor from Conference, Office 1, Office 2 and Office 3 as shown on the Floor Plan. Glass to be set in white or clear neoprene gaskets. Metal and glass walls to have horizontal mullions to provide three equal bands of glass. See Floor Plan for proposed mullion-spacing.
  12. Provide two (2) colors of Shaw Market Street 'Copper Hill', 30-oz. cut pile on new 40 oz. hair and jute padding (Diplomatic 40) throughout suite unless otherwise noted. Carpet colors to be 50% 'Sage Leaves' - #04311 and 50% 'Adobe Sand' - #04710, alternating in three foot wide stripes, running east/west throughout the suite.
  13. Provide 4" high vinyl cove base throughout with corner moldings - #CB12 'White' by Nafco/Azrock/Domco.
  14. Provide polished Thassos Marble on floors and walls of the entire Bathroom. Marble on wall to be from floor to 8'-2" A.F.F. Provide lead pan and Thassos marble curb (ADA compliant) or shower stall w/ chromed poles at the shower stall and between the shower and toilet areas for the Bathroom as shown on the Floor Plan. Tenant will provide shower curtain to be installed by Landlord

15. Provide two coats of paint by Duron throughout the premises. #5820W - Acrylic Vinyl Flat latex paint for all ceiling - Ceiling, pipes, ducts, chases, etc... - Ceiling to be left exposed to underside of the structure. #5820W - Glossy paint for all window & glass frames. #5980 V - Eggshell paint for all gypsum wallboards. #5990W - Glossy paint for all doors. \_\_\_paint fan coil units with high-gloss light grey - color spec to be provided by Tenant.
16. Provide & install building standard mini-line blinds with baked enamel finish for all exterior windows within the; Tenant's suite.
17. Provide & install roll-down shades - Series 3000 'Spanish Grey' by Sol-R-Control Shadeclths from DFB Sales, Inc. - (718) 729-8310 for all exterior windows.
18. At the location shown on the Floor Plan, provide a two compartment stainless steel sink - #LMR-3322 by Elkay with LK2433 faucet and handspray and hot and cold water in a 7'-0" long plastic; laminate countertop with base cabinets below and 36" high wall cabinets above. Cabinets will be "Rutland II" (white) by WOODWARD. Plastic laminate will be 'Mouse' - #928-58 by Formica w/ 1½" flat aluminum edging & 4" flat aluminum back splash. Provide space below for a 24" compact-type refrigerator. Provide the following appliances by GE - color white: Microwave - model #JEM31WA, Garbage Disposal - model #GFC720F, Dishwasher - model #GSM2130FWW. Provide a 24" wide under-counter refrigerator w/ icemaker -Sterling series - model #61RF, stainless steel finish by Marvel or equal. Provide a duplex receptacle for the refrigerator, one for the microwave, and a ground-fault circuit-interrupt duplex receptacle at counter-height for the coffee maker.
19. Provide & install a 13'..5" +/- linear feet L shape plastic laminate countertop w/ bracing @ every 4'-0" - top of counter @ 34" A.F.F & three (3) 12" deep melamine shelves on adjustable standard and brackets. Plastic laminate will be 'Mouse' - #928- 58 by Formica w/1½" flat aluminum edging & 4" flat aluminum backsplash.
20. Provide barrier free wall hung lavatory 'Lucerne', model #0356.041 w/ single hole chrome faucet 'Ceramix' - model #2000.110.002, and barrier free 'Cadet II 17" H Elongated toilet'#221 6.170 by American Standard for the Bathroom as shown on the Floor Plan.
21. Provide and install a 36" grab bar for behind the toilet and a 42" grab bar for the side of the toilet in the Bathroom as shown on the Floor Plan. Models # B-6106.99 x 36 & #B-6106.99 x 42 satin finish by Bobrick.
22. Provide and install 6-jet chrome, model # S-2252-AF-BP showerhead w/ thermostatic valve by Speakman Anystream for the Bathroom's shower as shown on the Floor Plan.
23. Landlord will install Tenant provided toilet accessories - grab bars, toilet paper holder, soap/shampoo holder, towel bar, & mirror.
24. Provide one (1) fire extinguisher by Ambassador for under the Kitchen cabinet sink.
25. Provide the following electrical and/or mechanical in the suite, if existing, then to remain, or provide new to make up the difference as follows:
  - a. Provide & install receptacles as shown on the attached Electrical Floor Plan. No outlets, or tenant telephone and computer receptacles will be permitted on building exterior window walls. New outlet covers are to have stainless steel finish.
  - b. One (1) single pole light switch for each interior room. New switch cover plates are to have stainless steel finish.
  - c. Provide & install low-voltage track and transformers on 18" stem, color - white by Halo in each room within the suite as shown on the attached Reflected Ceiling Plan. Provide allowance for 60 (sixty) gimble-ring type light fixtures, model # TH234 round - H type from Electric Lighting & Electric - 1-800-830-9203 or equal.
  - d. Provide & install down lights for the Bathroom, Kitchen, & Closet as shown on the Reflected Ceiling Plan.
  - e. Exit lights and emergency lights - edge-lit semi recessed wall and ceiling mounted w/ battery packs by McPhilpen or equal as required by code, tied to a generator.

- f. Rework existing HVAC ductwork as required in each room or area so that there is a minimum of 1 supply and 1 return in each typical room and provide fire dampers if required by code. Ductwork to remain exposed.
- g. Provide louvered grills at openings to return air plenum in corridor walls, above the corridor ceiling. Louvered grills to be painted to match adjacent wall surfaces.
- h. Landlord will cooperate with the Tenant's telephone and computer companies with its installation of Tenant's lines, jacks and equipment.
- i. Any new sprinkler installation should be done using recessed heads.
- j. Tenant will confirm the Landlord will all of the locations for all of the above mentioned new item a. and b.

- B. Except as otherwise set forth in Paragraph A above, Tenant, at its own cost, will be responsible for all other additional improvements to the Premises including, but not limited to ceiling, wall, floor and window coverings, lighting, fixtures, and other equipment.
- C. Tenant shall furnish the Landlord its electric and telephone locations as well as all other selections required by the Tenant (i.e. paint, carpet, cove base) no later than five (5) days after execution of this Lease. Any delay to the improvements to be performed by the Landlord outlined in this Exhibit B for any reason caused by Tenant shall be considered a "Tenant Delay" such as: 1) Delays in time caused as a direct result of modifications to the floor plan and/or specifications as described in this Exhibit B. 2) Additional items required above and beyond the scope of Exhibit A or B for the Premises after lease execution. 3) Failure to make selections in a timely manner. 4) Delays caused by the Tenant's architect, contractor or other consultants. 5) Tenant's failure to grant Landlord or its agents or contractors timely access to the Premises. 6) Any other delay or stoppage of construction requested or caused by Tenant. In the event of any such Tenant Delay, the Lease Commencement Date shall be the date of delivery of the Premises, minus the total number of days of any Tenant Delay. A deadline delivery date by the Landlord, if one is specified in the Lease, shall be extended by the total number of days of any such Tenant Delay.

**Signed by:**

**Tenant:**

Thoriun Power, Inc.

Company Name

Seth G. \_\_\_\_\_

Signature

Seth G. \_\_\_\_\_, President

Name, Title

August 2, 2001

Date

**Landlord:**

**W R I T**

Edmund B. Cronin

Edmund B. Cronin, President and CEO



**EXHIBIT C**

**MEMORANDUM OF LEASE COMMENCEMENT DATE**

Pursuant to that certain Lease, (hereinafter, the Lease) entered into between Washington Real Estate Investment Trust, as Landlord, (hereinafter Landlord) and Thorium Power Inc., as Tenant (hereinafter Tenant), dated August 14, 2001, related to that certain space (defined in the Lease as the Demised Premises) in that certain Building located at 1901 Pennsylvania Avenue, Suites 202 and 204, NW Washington, D.C. 20006, Landlord and Tenant hereby agree that for all purposes under the Lease, all work has been substantially completed in accordance with the Lease and the Lease Commencement Date is December 4th, 2001 and the Rent Commencement Date and Lease Expiration Date shall be as defined in the Lease.

IN WITNESS THEREOF, Landlord and Tenant have executed this MEMORANDUM OF LEASE COMMENCEMENT DATE this 4th day of December, 2001.

WITNESS:

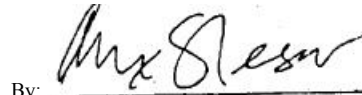
LANDLORD:



By:  
Title: BRIAN J. FITZGERALD  
MANAGING DIRECTOR - LEASING

WITNESS:

TENANT:



By:  
Title: Vice President

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## TEAMING AGREEMENT

This Teaming Agreement (this “*Agreement*”), effective as of February 22, 2006, made by and among The University of Texas System (“*UTS*”), The University of Texas of the Permian Basin (“*UTPB*”), The University of Texas at Austin (“*UTAUS*”), The University of Texas at Arlington (“*UTA*”), The University of Texas at Dallas (“*UTD*”), The University of Texas at El Paso (“*UTEP*,” collectively with UTS, UTPB, UTAUS, UTA and UTD, the “*UT Institutions*”), the City of Andrews, Texas and Andrews County, Texas (collectively, “*Andrews*”), the Midland Development Corporation (“*Midland*”), the Odessa Development Corporation (“*Odessa*,” collectively with Andrews and Midland, the “*Permian Basin Entities*”), Thorium Power, Inc., a Delaware corporation, headquartered in McLean, Virginia (“*Thorium Power*”) and General Atomics, a California corporation, headquartered in San Diego, California (“*GA*”) sets forth the duties and obligations regarding the cooperation of the parties to this Agreement with regard to the preparation and finalization of the Pre-Conceptual Design (the “*PCD*”) of a proposed state-of-the-art nuclear reactor research facility to be known as the High-Temperature Teaching and Test Reactor (“*HT<sup>3</sup>R*”).

### Recitals

A. The proposed mission of HT<sup>3</sup>R will be to operate as a “national user facility” to: (1) educate and train the next generation of high-temperature and nuclear scientists and engineers, (2) perform basic and applied nuclear research, (3) support the engineering, design, licensing, construction and operation of the Department of Energy’s Next Generation Nuclear Plant, (4) optimize the economic high-temperature production of hydrogen, synthetic fuels and other materials, (5) significantly increase the efficiency of electricity production in power plants, and (6) to the extent shown technically feasible and economically effective by the PCD, explore the use of proliferation resistant fuels, including thorium-based fuels.

B. Each of the UT Institutions is an institution of higher education located within the State of Texas with a goal of advancing scientific education and research in the State of Texas.

C. The Permian Basin Entities located in close proximity to each other desire to provide the opportunity for economic development, particularly as it relates to the future of the energy industry in the Permian Basin thereby adding economic opportunities for their citizens and businesses in the region.

D. Thorium Power is a corporation that is involved in the design of proliferation resistant, thorium-based nuclear fuels and is interested in being involved in the design of thorium-based nuclear fuels for use in the HT<sup>3</sup>R.

E. GA is a corporation with significant experience in the design and operation of state-of-the-art nuclear reactor facilities worldwide.

F. Each party to this Agreement believes that completion of the PCD is a necessary prerequisite to a fully informed decision to pursue engineering, licensing and construction of the HT<sup>3</sup>R.

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G. All parties to this Agreement recognize that a teaming agreement will provide a strong structure for the successful completion of the PCD by allowing each party to complement the unique capabilities of the other, and set forth clear value-added roles for each party participating in the process.

### **Agreement**

1. **PCD Activities.** This Agreement relates solely to the parties desire to work collaboratively together to complete the PCD. In the event some or all of the parties elect to pursue further work on the HT<sup>3</sup>R beyond completion of the PCD, a new teaming agreement will be executed.

1.1. **Fundraising/Payment of PCD Costs.** The parties estimate that completion of the PCD will cost approximately \$3 million. UTPB will be primarily responsible for raising the funds necessary to complete work on the PCD. All money raised in support of PCD activities will be donations to UTPB (the “**PCD Donations**”). All parties making a PCD Donation under this Agreement acknowledge and agree that:

1.1.1. UTPB will treat the PCD Donations as donations to UTPB, but each party making a PCD Donation is solely responsible for their own classification of the expense or accounting and tax treatment of the PCD Donation made by them;

1.1.2. so long as the PCD Donations are expended for the PCD, all PCD Donations are non-refundable;

1.1.3. subject to the terms and conditions of this Agreement, UTPB will have sole discretion to expend the PCD Donations in support of the PCD; and

1.1.4. other parties to this Agreement will receive funds from the PCD Donations for work completed on the PCD.

As recipient and administrator of the PCD Donations, UTPB will be solely responsible for and have sole discretion over expenditure of the PCD Donations for services rendered with respect to the PCD. Any party to this Agreement wishing to claim expense reimbursement for work on the PCD will submit such request for reimbursement to UTPB. Each party to this Agreement acknowledges and agrees that under a cost-basis contract it will not be entitled to claim reimbursement for any overhead or similar charges related to their participation in the PCD. Each party seeking reimbursement will submit to UTPB a detailed, line item invoice. No party may seek payments under this Agreement exceeding an aggregate amount of \$1.5 million. In no event will UTPB be responsible to pay any party for any expenses incurred in excess of the amount of PCD Donations.

1.2. **PCD Content.** The PCD will be composed of three distinct sections: (a) a technical and design plan for the HT<sup>3</sup>R; (b) a business plan for management and operation of the HT<sup>3</sup>R; and (c) an academic plan for UTPB’s role as host institution of the HT<sup>3</sup>R as detailed in Section 1.4 below. Each of the parties to this Agreement agree to work cooperatively together to promptly complete the PCD with individual parties being primarily or exclusively responsible for certain elements of the PCD as specified in Sections 1.3 and 1.4 below.

1.3. GA - PCD Manager. GA will serve as the manager of work on the PCD. As the manager of the PCD, GA will be responsible for production of the final PCD documentation and will ensure the completion of the technical and design plan and the business plan. In preparing the PCD documentation, GA will actively consult with the other parties hereto and seek to incorporate the input of the other parties into the final PCD documentation. Each of the other parties to this Agreement agrees to reasonably assist and provide input to GA as reasonably requested to complete the PCD. GA agrees to provide timely reports to the single point of contact for the Permian Basin Entities designated in Section 10 of this Agreement on the status of the PCD.

1.4. UTPB - Host Institution. The PCD will specify UTPB as the host institution for the HT<sup>3</sup>R. The PCD will be constructed such that UTPB is proposed to be the owner and operator of the HT<sup>3</sup>R. As owner and operator of the HT<sup>3</sup>R and host institution of the HT<sup>3</sup>R project, UTPB will be primarily responsible for the academic plan contained in the PCD. In the PCD, UTPB will specify the faculty, educational administrators, programs, institutes, degrees, colleges, schools and collaborations necessary to academically support the HT<sup>3</sup>R.

1.5. Role of UTS Institutions. The UT Institutions, other than UTPB, will support UTPB in designing and specifying the role of UTPB as host institution and support UTPB efforts to construct an academic plan in support of that role. Each UT Institution will designate a single point of contact as specified in Section 10 of this Agreement to work with UTPB towards this goal. As requested, UTS will use its existing relationship with Sandia National Laboratories (“*Sandia*”) to access consulting services from Sandia to support PCD activities.

1.6. Role of Permian Basin Entities. In conjunction with the execution of this Agreement, the Permian Basin Entities have agreed to make a PCD Donation as follows:

Andrews	\$500,000
Midland	\$500,000
Odessa	\$500,000

The PCD Donations by the Permian Basin Entities are made with the following conditions:

1.6.1. The Permian Basin Entities will assist GA and UTPB to the extent reasonably requested by GA and UTPB in connection with the completion of the business plan contained in the PCD, except that the financial obligation of the Permian Basin Entities is limited to \$500,000 each as shown in Section 1.6 above.

1.6.2. Each of the Permian Basin Entities will designate a single point of contact as set forth in Section 10 of this Agreement for providing reasonably requested assistance in preparing the business plan in the PCD.

1.6.3. The Permian Basin Entities will provide advice on location of the HT<sup>3</sup>R, local business involvement in construction and operation of the HT<sup>3</sup>R and general economic advice concerning the PCD. Andrews, in consultation with UTPB and GA, will advise and consent to the proposed location of the HT<sup>3</sup>R, consistent with the site criteria set forth in the PCD and subject to the design, licensing and final engineering plans.

1.6.4. Within 16 calendar days of the execution of this Agreement by all parties, Andrews, Midland and Odessa will each provide to UTPB the PCD Donation committed under Section 1.6 above, except that no funds shall be provided until UTPB has notified Andrews, Midland and Odessa, in writing, that commitments for the \$3 million needed for the PCD as detailed in Section 1.1 above have been secured from all sources on or before April 30, 2006.

1.6.5. The parties to this Agreement intend for the HT<sup>3</sup>R, if constructed, (a) to result in significant research activities related to the HT<sup>3</sup>R being located at the UTPB Center for Energy and Economic Diversification (CEED) in Midland County along with research, academic and other activities in Andrews County and on UTPB campus in Odessa and, (b) subject to appropriate approvals and to the extent practical, and within requisite capabilities, involve the community colleges in Midland, Odessa and Andrews for technical workforce training and educational programs.

1.6.6. Each of the Permian Basin Entities also agrees to work with the other parties to this Agreement to ensure an active and continuing public discourse regarding the PCD and the HT<sup>3</sup>R among the citizenry and businesses of the Permian Basin.

1.7. Role of Thorium Power. In conjunction with the execution of this Agreement, Thorium Power agrees to make a PCD Donation of \$1.25 million dollars. In addition, upon request Thorium Power agrees to make its expertise in thorium fuel and thorium fuel designs available to GA and UTPB on those elements of the PCD that will address the testing of new fuel and fuel cycles in the HT<sup>3</sup>R. To the extent that the PCD will address specific thorium fuel designs, Thorium Power will, through consultation with GA, be responsible for contributing to those designs. In addition, to the extent that the PCD may address issues particular to the use of thorium fuel experiments in conjunction with hydrogen generation experiments, Thorium Power will provide its expertise to GA. Any services provided by Thorium Power as a result of its obligations under this Section 1.7 will be provided by Thorium Power on terms to be mutually agreed upon with UTPB and GA prior to the provision of such services. Thorium Power will designate a single point of contact for the delivery of such consulting services as set forth in Section 10 of this Agreement.

1.8. Where possible, practicable and relevant, each party to this Agreement will give reasonable advance notice to the other parties to this Agreement of, and permit participation of such parties in, significant meetings, communications and discussions about the HT<sup>3</sup>R with third parties or with other parties to this Agreement.

1.9. Subject to applicable law, including but not limited to Texas state laws on procurement and contracting, and as is economically feasible and technically prudent, (a) the Major Parties shall use commercially reasonable efforts to afford the other parties to this Agreement the opportunity to participate in hydrogen generation-related reactor projects the Major Parties may become involved in together in the next five years, and (b) if the HT<sup>3</sup>R is ultimately constructed and operated to use thorium as one fuel source, UTPB will seek to use Thorium Power as a supplier of “first resort” of thorium for the HT<sup>3</sup>R.

2. **Term and Termination.** Except for the rights and obligations of the parties to this Agreement set forth in Sections 1.9, 1.10, and 3 through 7 of this Agreement, all rights and obligations of the parties under this Agreement will terminate upon the following:

2.1. Notice from UTPB that it has been unsuccessful in securing funding for the PCD as set forth in Section 1.1 of this Agreement;

2.2. Refusal by the UTS Board of Regents to approve the participation of the UT Institutions in this Agreement;

2.3. Upon written notice by any party to this Agreement that it elects not to pursue its role in the PCD. However, only the termination of UTS, UTPB or GA (a “**Major Party**”) as a party to this Agreement will terminate the entire Agreement. Termination by any other party under this Section 2.3 will only terminate this Agreement as to such party giving written notice of termination.

2.4. A material breach of this Agreement by a Major Party, which remains uncured for 10 business days after written notice of such material breach by another Major Party. If a party other than a Major Party materially breaches this Agreement, and such material breach remains uncured 10 business days after notice of such material breach by a Major Party, this Agreement will terminate as to such materially breaching party and at the option of UTS may terminate in its entirety.

2.5. The expiration of 18 months from the effective date hereof.

3. **Proprietary Information.** The parties anticipate that performance of this Agreement may require the parties to disclose to each other information of a proprietary nature. Therefore, as an integral part of this Agreement, the parties agree to abide by the following terms of nondisclosure:

3.1. For purposes of this Agreement, “**Proprietary Information**” will mean technical or financial information (a) originated by or otherwise peculiarly within the knowledge of the party, (b) currently protected against unrestricted disclosure to others (subject to applicable state and federal laws, including the Texas Public Information Act), and (c) pertaining to the PCD. Nothing herein will restrict the obligation of the UT Institutions, Andrews, Midland or Odessa to comply with or exercise their discretion to determine their obligations under the Texas Public Information Act.

3.2. In consideration for the disclosure of Proprietary Information, the receiving party agrees (a) to hold Proprietary Information in trust and confidence and not disclose the same to any person or persons outside its organization and to use commercially reasonable efforts ensure that persons within its organization who receive such Proprietary Information agree to comply with the restricted use and nondisclosure provisions of this Agreement, and (b) to refrain from using the same except for the purposes of the PCD without prior approval of the disclosing party. The parties may disclose Proprietary Information to their contractors, agents, affiliates, consultants, attorneys and employees thereof who need to know the Proprietary Information for the purpose set out herein, and who, prior to such disclosure, indicate their agreement to comply with the restricted use and nondisclosure provisions of this Agreement.

3.3. Recipients of Proprietary Information hereunder will have no obligation or restriction with respect to any Proprietary Information if the same is:

3.3.1. in the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party;

3.3.2. known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition;

3.3.3. used or disclosed inadvertently or accidentally despite the exercise of the same degree of care that each party takes to preserve or safeguard its own Proprietary Information;

3.3.4. used or disclosed with the prior written approval of the disclosing party;

3.3.5. furnished by the disclosing party to the U.S. Government with “unlimited rights;”

3.3.6. disclosed without restriction to the receiving party from a source other than the disclosing party, which source has not breached any duty or other obligation to maintain such information confidential; or

3.3.7. required to be disclosed under state or federal law.

If any portion of a party's Proprietary Information falls within any one of the above exceptions, the remainder will continue to be subject to the foregoing prohibitions and restrictions.

3.4. All financial information provided by either party to the other is hereby considered as Proprietary Information and will need no legend to be protected. All other Proprietary Information made available in written form by one party to the other will be marked with the legend “PROPRIETARY INFORMATION” or an equivalent conspicuous legend. No sheet or page of any written material will be so labeled which is not, in good faith, believed to contain Proprietary Information. A recipient of information hereunder will have no obligation with respect to any portion of any written material that is not so labeled, or any information received visually or orally unless a written summary of such visual or oral communication, specifically identifying the items of Proprietary Information, is furnished to the recipient within 10 business days of disclosure.

3.5. The receiving party will only make such copies of the disclosing party's Proprietary Information as are reasonable and necessary in carrying out its activities under this Agreement. Upon termination of this Agreement or the disclosing party's request, each receiving party will promptly return to the appropriate disclosing party all copies of Proprietary Information subject to any and all public entities' record retention and open records obligations.

3.6. No rights or obligations other than those expressly recited in this Agreement are to be implied from this Agreement. Except as set forth in Section 3.7 below, no license, express or implied, will inure to the benefit of the other participating parties as a result of a patent being granted to one of the parties for inventions made exclusively by its employees. No license to the other party, under any patents, is granted or implied by conveying Proprietary Information or other information to that party and none of such information that may be transmitted or exchanged by the respective parties will constitute any representation, warranty, assurance, guaranty or inducement by any party to the other with respect to the infringement of patents or other rights of others.

3.7. The PCD will be owned by UTS. Any intellectual property of a party contained or embedded in the final draft of the PCD will be irrevocably licensed to UTS on a non-exclusive royalty-free, fully paid-up basis for the exclusive purpose of constructing, operating and securing funding for or otherwise relating to UTPB's role as host institution of the HT<sup>3</sup>R. Nothing herein or in the PCD will grant any party any patent rights in patents owned by UTS, the UT Institutions, Thorium Power or GA nor any other rights to intellectual property owned or developed by a party hereto except to the extent expressly specified in this Section 3.7. UTS and GA agree to work together to cooperatively develop any commercial uses of the PCD beyond construction of the HT<sup>3</sup>R; *provided, however*, nothing herein shall require any party to spend money or designate material resources to such efforts.

4. **Relationship.** Nothing in this Agreement will be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or fiduciary formal business relationship of any kind, and the rights, obligations and remedies of the parties will be limited to those expressly set forth herein. Nothing herein will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties.

5. **News Releases.** No written news release will be made to the news media or the general public relating to the PCD or the HT<sup>3</sup>R in general without the prior written approval of UTS and GA, which approval will not be unreasonably withheld, conditioned or delayed. The parties agree that any breach of this provision regarding news releases will be a material breach of this Agreement and any Major Party may seek relief for such breach, including: (a) immediate termination of this Agreement as to the breaching party, (b) injunctive relief, and/or (c) monetary damages.



UTS contact for press release approval:

Michael Warden  
mwarden@utsystem.edu  
(512) 499-4363  
(512) 499-4358 - fax

GA contact for press release approval:

Doug Fouquet  
Doug.fouquet@gat.com  
(858) 858-2173  
(858) 455-3213 - fax

The parties further agree that news releases made by any of them will, to the extent practical, recognize the participation and contributions of each party to this Agreement.

6. **Indemnity.** Each party and its respective employees, agents, subcontractors and consultants will obey all applicable laws, rules and regulations. To the extent authorized by the laws and Constitution of the State of Texas, each party agrees to indemnify and hold harmless each other party from and against all claims by third parties for:

6.1. damages, losses, injury or fines that result from that party's violation of any law, rule or regulation; and

6.2. property damage or personal injury (including death) of any of the other parties' employees or agents, which is caused by any act or omission to act, including negligence, of the indemnifying party's employees or agents in connection with performance under this Agreement.

7. **Disputes.**

7.1. All disputes arising under this Agreement, which are not disposed of by the agreement of the parties, may be decided by recourse to an action at law or equity in court of competent jurisdiction in the State of Texas. Until final resolution of any dispute hereunder, the parties will diligently proceed with the performance of this Agreement.

7.2. The validity, construction, scope and performance of this Agreement will be governed by the laws of the State of Texas.

7.3. No party will be liable to any other party for any indirect, incidental, exemplary, punitive, special or consequential damages, however caused, whether as a consequence of the negligence of another party or otherwise.

8. **Assignment.** Except as provided below, neither this Agreement nor any interest herein may be assigned, in whole or in part, by any party without the prior written consent of UTS and GA, except that, without securing such prior consent, either party will have the right to assign this Agreement to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the entire assets of such party relating to the subject matter of this Agreement; *provided, however*, that such successor will expressly assume all of the obligations of such party under this Agreement.

10. **Notice.** Any notice, consent, demand or request required or permitted by this Agreement will be in writing and will be deemed to have been sufficiently given when personally delivered or deposited in the United States mail, postage prepaid, addressed as follows:

and to:

and to:

The University of Texas at the Permian Basin  
Attn: James F. Wright, PhD  
HT<sup>3</sup>R Project Manager  
4901 E. University  
Odessa, TX 79762

If to UTAUS:	The University of Texas at Austin Attn: Juan M Sanchez, PhD Vice-President for Research 1 University Station, Mail Code G1400 Austin TX 78712
If to UTA:	The University of Texas at Arlington Attn: Ronald L. Elsenbaumer, Vice President Office of Research 346 Davis Hall Box 19162 Arlington, TX 76019
If to UTD:	The University of Texas at Dallas Attn: John P. Ferraris, PhD School of Natural Science and Mathematics P.O. Box 830688, FN 32 Richardson, TX 75083
If to UTEP:	The University of Texas at El Paso Attn: Eric MacDonald, PhD 500 West University Avenue Engineering Building Room E-301 El Paso, TX 79968
If to Andrews:	City of Andrews Attn: Glen E. Hackler, City Manager 111 Logsdon Andrews, TX 79714
If to Midland:	City of Midland Attn: Rick Menchaca, City Manager P.O. Box 1152 Midland, TX 79702
If to Odessa:	City of Odessa Attn: Richard Morton, City Manager 411 W 8th Street Odessa, TX 79761
If to Thorium Power:	Thorium Power, Inc. Attn: Seth Grae 8300 Greensboro Drive, Suite 800 McLean, VA 22102

If to GA:

General Atomics  
Attn: Malcolm Labar  
3550 General Atomics Court, MS 13/269  
San Diego, CA 92186-9784

11. **Conditions on Obligations.** The obligations of the parties hereunder, including without limitation the obligations to prepare the PCD, are subject to the following condition. There will be no litigation or proceeding pending or threatened against either party or any of the parties' officers or employees (a) which is for the purpose of enjoining or otherwise restricting the activities contemplated by this Agreement, or otherwise claiming that any such activity is improper, (b) which would mutually adversely affect the rights and/or capabilities of a party in respect of such activities or (c) which, in the reasonable judgment of either GA or UTS, would make the continuation of such activities inadvisable.

12. **Scope of Agreement.** This Agreement will relate only to the PCD specified herein, and nothing herein will be deemed to:

12.1. confer any right or impose any obligation or restriction on either party with respect to any other effort or activity at any time undertaken by any party hereto, jointly or separately;

12.2. preclude any party hereto from soliciting or accepting any contract or subcontract for any third party under any other program or preclude any party from pursuing similar PCDs or projects independently or in combination with other parties (subject to the requirements set forth herein);

12.3. limit the rights of either party to promote, market, sell, lease, license or otherwise dispose of its standard products or services, except where such would conflict with the obligations of the parties under this Agreement; or

12.4. obligate any party to participate in or proceed with further work related to the HT<sup>3</sup>R.

13. **Non-Solicitation of Employees.** During the performance of this Agreement or the resultant PCD, neither party will, directly or indirectly, hire an employee of any other party without the prior written approval of the other. Such written approval will not be unreasonably withheld. This prohibition will extend for a period of 90 days after the employee's termination of employment with the other party. The foregoing will not apply to: (a) employees of any party who have not been substantially involved in the performance of this Agreement or the resultant PCD; (b) clerical or administrative employees who are not "exempt" employees within the meaning of the United States Fair Labor Standards Act; (c) individuals hired as a result of the use of an independent employment agency; or (d) individuals hired as a result of the use of a general solicitation (such as an advertisement, in newspapers or on radio or television) not specifically directed to the employees of any party.

*[Signature Pages Follows]*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, or have caused this Agreement to be signed in their respective names by an officer, hereunto duly authorized, as of the date first written above.

UTS:

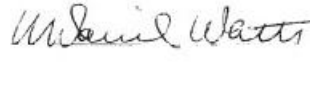
The University of Texas System

By: 

Mark G. Yudof  
Chancellor

UTPB:

The University of Texas of the Permian Basin

By: 

W. David Watts  
President

UTAUS:

The University of Texas at Austin

By: 

William C. Powers, Jr.  
President

UTA:


The University of Texas at Arlington

By: 

James Spaniolo  
President

UTD:

The University of Texas at Dallas

By: 

David E. Daniel  
President

UTEP:

The University of Texas at El Paso

By: 

Diana S. Natalicio  
President

Andrews

City of Andrews

By:

Robert Zap  
Mayor

Midland

Midland Development Corporation

By:

John James  
President

Signature Page to Teaming Agreement

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, or have caused this Agreement to be signed in their respective names by an officer, hereunto duly authorized, as of the date first written above.

UTS:

The University of Texas System

By: \_\_\_\_\_

Mark G. Yoduf  
Chancellor

UTPB:

The University of Texas of the Permian Basin

By: \_\_\_\_\_

W. David Watts  
President

UTAUS:

The University of Texas at Austin

By: \_\_\_\_\_

William C. Powers, Jr.  
President

UTA:

The University of Texas at Arlington

By: \_\_\_\_\_

James Spaniolo  
President

UTD:

The University of Texas at Dallas

By: \_\_\_\_\_

David E. Daniel  
President

UTEP:

The University of Texas at El Paso

By: \_\_\_\_\_

Diana S. Natalicio  
President

Andrews:

City of Andrews

By: \_\_\_\_\_

Robert Zap  
Mayor

Midland:

Midland Development Corporation

By: \_\_\_\_\_

John James  
President

Signature Page to Teaming Agreement

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**Andrews: County**



By:

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Richard Dolgener  
County Judge

**GA:**

**General Atomics**



By:

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Neal Blue  
Chief Executive Officer

**Odessa:**

**Odessa Development Corporation**



By:

---

Robert Porter  
President

**Thorium Power:**

**Thorium Power, Inc.**



By:

---

Seth H. Grae  
President

**Signature Page to Teaming Agreement**

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**METRO  
OFFICES**  
*"Experience the difference"*

# OFFICE SERVICE AGREEMENT

This Office Service Agreement (this "Agreement") is made this 19th day of April 2006, by and between the Center ("us" or "we") and the Client ("you") identified in the following Schedule of Terms.

## Schedule of Terms

Initial Term: 12 Months

Start Date: May 1, 2006  
Ending Date: April 30, 2007

Center: TYSONS BUSINESS CENTER, LLC  
Phone: 703-918-4848  
Fax: 703-918-4847  
Contact: Cynthia Aungst  
Email: caungst@metrooffice.com  
Address: 8300 Greensboro Drive  
Suite 800, McLean, VA 22102

Client: NOVASTAR RESOURCES, LTD.  
Phone: 703-918-4919  
Fax:  
Contact: Andrey Mushakov  
Email: mr\_aym@yahoo.com  
Address:

## Billing Address and Contact:

Name:  
Phone:  
Email:  
Address:

Use: Mining Company

## Standard Service Fees:

Office Number	Office Rent
43	\$1,540.00
<b>TOTAL</b>	<b>\$1,540.00</b>

Workstations	Quantity	@Price	Total
Workstations	1	\$195.00	\$195.00
Included in Workstations: 1 internet user(s), 1 telephone set(s) and line(s), 1 kitchen service(s), furniture, and reception services			
Parking	1	\$30.00	\$30.00
<b>TOTAL</b>			<b>\$225.00</b>

Monthly Standard Service Fee: \$ 1,765.00  
Refundable Service Deposit: \$ 1,765.00  
Refundable Toll Deposit: \$ 100.00  
Installation Fees: \$ 200.00  
Office Set-Up: \$ 100.00  
Total Amount Due at Signing: \$ 3,930.00

(sum of above totals)

## Addenda/Other:

**Signatures:** The Agreement between the Center and the Client consists of this Schedule of Terms, the Terms and Conditions attached hereto, the Rules and Regulations, the current version of which is attached hereto, as well as the IT Policies and Procedures, and it's Schedule A and B, each of which you confirm you have read and understood. By executing below, we both agree to be bound by the Agreement in all respects and to perform our respective obligations hereunder. **Important Note:** The term of the Agreement as set forth above is subject to the automatic renewal provisions of Paragraph 13 of the Terms and Conditions. Unless you provide the notice required by that provision, your obligation to pay standard service fees does not end with the end of the initial term of this Agreement. You will be in automatic renewal with a term equal to your current term. Any concessions given to Client in initial term do not necessarily convey upon automatic renewal or conventional renewal terms.

CENTER: TYSONS BUSINESS CENTER, LLC

By: Kathlene Buchanan  
Kathlene Buchanan  
President/CEO  
2006.05.05 11:58:49 -04'00'

CLIENT: NOVASTAR RESOURCES, LTD.

By: Andrey Mushakov  
Andrey Mushakov  
President

Date: Apr. 20, 2006



**OFFICE SERVICE AGREEMENT**  
**Terms and Conditions**

The following Terms and Conditions are a material part of the Office Service Agreement by and between the Center and Client identified on the Summary of Terms to which this is attached.

1. **OFFICES; STANDARD SERVICE FEES.** We will provide you those serviced and furnished office(s) identified on the Schedule of Terms during the term of this Agreement, as extended from time to time. As a client of the Center, you also have the use of the common areas in the Center on a shared basis with other clients and in accordance with the policies established by the Center from time to time. You will have access to your office(s) twenty-four (24) hours a day, seven (7) days a week. We reserve the right to relocate you to equal or larger sized office(s) in the Center and if we exercise that right, the cost and expense of the relocation will be borne by us. We also reserve the right to show the assigned office(s) to prospective clients and others, as necessary. We will use reasonable efforts to minimize inconvenience to you when doing so.
2. **ADDITIONAL SERVICES.** The Center offers various services to its clients on an as requested basis for fees established by the Center. We will provide a fee schedule for available services upon your request. The fee schedule is subject to change from time to time without prior notice. Fees are billed to your account as services are provided and are payable per Paragraph 3 below. The Client is liable for all fees for services requested or authorized by Client's employees or other persons with apparent authority to act on your behalf. If any default occurs under this Agreement, we may cease to provide any or all services including telephone service without resort to legal process. The standard service fee includes cleaning, maintenance, utility and heating and air conditioning services within the Center as provided by the Building landlord during normal operating hours of the Building. If you require heating and air conditioning services outside the Building's normal operating hours, we will ask the Building landlord to provide those services and you will pay all charges in connection therewith. After hours HVAC is available at an additional fee.
3. **PAYMENTS; DEPOSITS.** Upon execution of this Agreement, you are obligated for the monthly service fee for the entire term of this Agreement. The standard service fee is payable in monthly installments in advance on the 1<sup>st</sup> of every month (the "payment due date"). Fees for additional services billed to your account during the preceding period and all applicable sales or use taxes are also due and payable on the payment due date. You agree to pay a late fee equal to 10% or \$50.00 (whichever is greater) of any amount not paid by the 5<sup>th</sup> of the month. Upon execution, you must pay the first month's standard service fee, set-up fee and refundable deposits specified in the Schedule of Terms. Deposits will not be kept in a separate account from other funds of Center and no interest will be paid to you on any deposit moneys we hold. Deposits may be applied to any fees or other amounts due and unpaid at any time in our sole discretion. If so applied, we may require you to replenish the deposit to the amount originally required or to a greater amount, if we determine necessary based on your payment history. The deposit (less amounts applied to your obligations hereunder) will be refunded to you approximately sixty (60) days after the end of the term of this Agreement.
4. **USE.** You may only use the Center and the assigned office(s) for the conduct of the business identified in the Schedule of Terms and for no other purpose. You will observe and strictly comply with all Rules and Regulations of the Center and the Building in effect from time to time. The Center's current Rules and Regulations are attached hereto. We reserve the right to amend or supplement the Rules and Regulations at any time by informing you in writing of any such change. You are responsible for ensuring that all persons present in the Building or the Center at your invitation or request also comply with the Rules and Regulations.
5. **LIMITATION OF LIABILITY.** You acknowledge that due to the imperfect nature of verbal, written and electronic communications, neither the Center, the Building landlord nor their respective officers, directors, employees, agents or affiliates shall be responsible for damages, direct, indirect or consequential, resulting in whole or in part from the failure to furnish any service, including conveying telephone messages, faxes and other communications. Your sole remedy and our sole obligation for any failure to render any service, any error or omission, delay or interruption of any service, is an adjustment to your account for the charges for such service for the period during which the failure, error, delay or interruption continues. No adjustment will be made if the failure, error, delay or interruption of service occurs while you are in default under this Agreement.  
**With the sole exception of the remedy set forth in the immediately preceding paragraph, Client expressly and specifically waives and agrees not to make any claim for damages, direct, indirect or consequential, including but not limited to damages for lost business or profits, arising out of any failure to furnish any service, any error or omission with respect to any service, or any delay, interruption or suspension of services for any reason. To the fullest extent permissible under applicable law, Center disclaims any and all warranties with respect to the services provided or to be provided to Client, with respect to the Facility, the Building and any property or service related thereto, whether or not specifically mentioned herein, including any warranty of merchantability or fitness for a particular purpose.**
6. **LICENSE AGREEMENT.** This Agreement is not a lease and does not create any interest in real property. This Agreement is a contractual arrangement under which the Client is granted a license to use certain areas of the Center upon payment of the fees and charges set forth herein. Center retains sole and exclusive legal possession and control of the entire Center. This Agreement and the rights and duties of both the Center and the Client are subject to the terms of the Center's lease with the Building landlord. This Agreement terminates simultaneously with the termination of Center's lease or the termination of the operation of Center for any reason. You acknowledge that you do not have any rights under the Center's lease with the Building landlord. Upon the termination of this Agreement for any reason, whether at expiration of the term or otherwise, your license to occupy the Center is automatically revoked.
7. **DAMAGES AND INSURANCE.** You are responsible for any and all damage to the assigned office(s) beyond normal wear and tear and for any damage to the Center, the Building or any personal property of others therein if such damage is caused by you, your employees, agents, contractors, invitees or guests. We reserve the right to inspect your office(s) from time to time and to make necessary repairs. If we make any repairs to correct damage for which you are responsible, you must pay for those repairs. You are responsible for insuring your personal property against all risks.
8. **WAIVER AND INDEMNITY.** You acknowledge and agree, on behalf of yourself, your employees, agents, invitees and guests, that the Center is not responsible for damage to or loss of any personal property in the Center (whether such personal property belongs to you, your employees, agents, invitees or guests or is otherwise under your control), nor for any claims for damages for personal or bodily injury or death suffered by you, your employees, agents, invitees or guests, whether caused by the act or omission of the Center or its employees or any other person or event, including our own negligence, and you hereby waive all such claims and rights of recovery against the Center, its affiliates, and their respective officers, directors, employees and agents (collectively, the "Center and its affiliates"). Personal property in your offices is understood to be in your control. You agree to indemnify, defend and hold the Center and its affiliates harmless from all claims for damage to or loss of personal property and for personal or bodily injury or death unless caused solely and directly by our gross negligence. You further agree to indemnify, defend and hold the Center and its affiliates harmless from all claims for loss or damage

suffered by or claimed against the Center or its affiliates, directly or indirectly, arising, in whole or in part, from (a) your use of the Center or the conduct of your business therein, (b) any negligent act or omission of Client, its employees, contractors, agents, invitees or guests, and (c) your breach of this Agreement.

9. **VACATING; DISPOSITION OF PROPERTY.** When the term of this Agreement ends, you must remove your personal property from the Center and vacate the office(s) by twelve noon on that date. Holdover could result in a hourly fee of \$60/hour. Property must be returned to Center in the same condition in which it was issued to Client on the date you began using them, normal wear and tear excepted. We will not be responsible for any personal property left in the Center after this Agreement ends. Anything you leave will be considered abandoned and may be disposed of by us however we determine, without any liability to you whatsoever. If access cards and office keys are not returned, a fee will be assessed for replacement and/or rekeying of the office. It is the Client's responsibility to supply Center with forwarding phone and mail information.
10. **DEFAULT.** If you fail to pay any service fees or other charges when due and that failure continues for five (5) days after we notify you in writing or if you fail to perform or observe any other term of this Agreement and that failure is not corrected within ten (10) days after we notify you in writing, you will be in default of this Agreement. If the failure in performance cannot be corrected or if you repeatedly fail to perform your obligations, or if you engage in any illegal conduct in or about the Center or the Building, you shall be in default immediately upon the occurrence of such event without any notice and without any opportunity to cure.
11. **REMEDIES.** On default, we take any one or more of the following actions, without resort to legal process and without further notice to you:
  - a. Terminate this Agreement;
  - b. Demand immediate payment of all unpaid fees and charges, including all standard service fees for the remainder of the term of the Agreement, including any extensions;
  - c. Deny you access to the Center and the assigned office(s) and cease providing any or all services;
  - d. Take possession of your personal property in the Center, in which case, we will store such property, at your expense, until taken in full or partial satisfaction of any lien or judgment we obtain; or
  - e. Pursue any other remedies allowed by law.
  - f. In case of default, Center is not responsible for the condition of personal property.
12. **NO WAIVER.** If we accept partial performance or payment from you, it will not constitute a waiver of our rights for your default. No matter how many times we allow a default or variance in your performance, we may at any time, without notice, require strict adherence to this Agreement, prohibit future variances or pursue our remedies for existing defaults. This Agreement can only be amended in a writing signed by the Center and the Client and no conduct by the parties will change the terms of this Agreement. You acknowledge that we may pursue our remedies for your default in whatever order or manner we chose. If we elect to terminate services to you upon your default, we are not limiting in any manner any other right or remedy we may have.
13. **AUTOMATIC RENEWAL.** Upon the expiration of the initial term, and each extension of the term, this Agreement shall automatically renew and the term shall be extended for an additional period equal to the initial term, upon the same terms and conditions contained herein except that standard service fees shall be at the then applicable rates established by the Center for your serviced office(s). If you do not want the term of this Agreement to renew, you must give us written notice of non-renewal not less than sixty (60) days prior to the scheduled end of the term (ninety (90) days if you are using three or more offices). Likewise, if we do not want the term of this Agreement to renew, we must provide you with written notice within the same time periods.
14. **RESTRICTION ON HIRING.** The Center's employees are an essential part of our ability to deliver the services and operate our business. We have carefully selected and trained our staff to ensure that you and our other clients receive the highest quality service in the industry. Our staff members are part of our investment in our business and for this and other reasons, losing an employee is a loss of value. During the term of this Agreement and for six (6) months afterwards, you agree that you will not solicit or offer employment to any of the Center's employees. If you breach that agreement or if you hire one of our employees during that period, you must compensate us for the loss and damage we will suffer as a consequence and you agree to pay us the equivalent of one year's salary for each of the employees concerned.
15. **MISCELLANEOUS.**
  - a. All required notices are to be in writing and shall be hand delivered or sent by USPS registered or certified mail, postage prepaid or reputable overnight delivery service with proof of delivery, addressed to the Center or to the Client at the address set forth in the Schedule of Terms.
  - b. In the event that the rent payable to the building owner is increased by an escalator clause for increased taxes, insurance, maintenance or for any other reason, Center may pass through such increases by Client's pro-rata share of such increase.
  - c. In the event a dispute arises under this Agreement, you agree to submit the dispute to mediation. If mediation does not resolve the dispute, you agree to submit the matter to binding arbitration. The non-prevailing party shall pay the prevailing party's attorney's fees and costs of the arbitration, all as determined by the arbitrator. Furthermore, if a court decision prevents or if we elect not to submit the dispute to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing party's reasonable attorney's fees and costs. Nothing in this paragraph will prohibit the Center from seeking equitable relief including without limitation any action for removal of the Client from the Center after the license has been terminated or revoked.
  - d. Where this Agreement recites a particular example of the general statement, the inclusion of the particular example does not exclude any other particular instance or circumstance or limit the applicability of the general statement. Thus, when the phrase 'including' is used in this Agreement, it means 'including but not limited to.'
  - e. This Agreement is governed by the laws of the state in which the Center is located.
  - f. Client may not assign this Agreement without our prior written consent, which will not be unreasonably withheld. We reserve the right to assign this Agreement and delegate our responsibilities hereunder.
  - g. The Agreement, consisting of the Schedule of Terms, the Terms and Conditions, the Rules and Regulations, the IT Policies and Procedures, and it's Schedule A and B, is the entire Agreement between Client and Center and supercedes any and all prior agreements, written or oral. **IMPORTANT NOTE:** The Rules and Regulations of the Center as in effect from time to time are a material part of the Agreement and you are bound by them and must observe and comply with them at all times. Violations of the Rules and Regulations by you or any person in the Center or the Building at your invitation or behest shall be a default under the Agreement and will constitute sufficient cause for termination of the Agreement. If we amend or supplement the Rules and Regulations, we will provide prior written notice of the change or supplement in accordance with Paragraph 15.a. above and upon delivery of such notice, you will be bound by those changes or supplements. To the extent the Building rules and regulations in effect from time to time are more restrictive than the Center's Rules and Regulations, the Building rules and regulations will be deemed paramount.

## Rules and Regulations

The Rules and Regulations are intended for the safety, comfort and well-being of all clients of the Center and the tenants of the Building in which the Center is located.

1. Client recognizes that the Center is a professional environment and will maintain its assigned office(s) and dress accordingly. Entrances, hallways, stairways and elevators shall not be obstructed or encumbered by any client or used for any purpose other than ingress and egress. Nothing shall be placed or left in the common areas of the Center, and the common areas of the Center (kitchen, reception area, hallways) shall not be used to conduct any personal business, such as meetings or phone conversations. The common areas of the Building are under the control of the Building owner and shall be used by clients in strict accordance with the rules and requirements of the Building owner.
2. Nothing shall be hung in any window or door in the Facility nor shall any sign, advertisement, notice or other lettering be affixed on any part of the Facility outside of a client's office or inside any office in such a manner that the same is visible from the corridors of the Facility. Nothing shall be affixed to the walls of any office by drilling into the walls or by any other method, which damages the walls nor shall the ceiling tiles, light diffusers or air conditioning vents be removed or altered in any way.
3. Client is responsible for costs associated with Yellow Pages advertising.
4. Clients shall not allow noise or objectionable odors to emanate from any office or secretarial bay, nor cause or allow disturbing noise or odors in the public areas of the Facility. If Client uses an impact or dot matrix printer or paper shredder, the office door must be closed when that equipment is in use. Client will be considerate when using speakerphones in their office as not to disturb other clients. Clients will also be considerate of cell phone usage in hallways and other common areas as not to disturb other clients. Other than a personal computer, desktop printer or facsimile machine, Client will not bring any office equipment onto the premises without permission from the Center.
5. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into the Building or the Center except working dogs assisting disabled persons nor shall any flammable, combustible, explosive, hazardous or toxic fluid, chemical or substance be brought into the Center.
6. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any client, nor shall any changes be made in existing locks or the mechanism thereof. Upon departure from the Center, all keys to offices, furniture and lavatories must be returned to the Center and in the event of the loss of any keys, the client is responsible for the cost of replacing or re-keying locks.
7. All deliveries must be coordinated through us and will take place in such manner and during such hours as the Center may require. We reserve the right to inspect all deliveries brought into the Center and to exclude any deliveries, which violate these rules and regulations or those of the Building. The Center is not liable for any damages or claims arising from deliveries accepted on behalf of client. Unless otherwise arranged with the Center Manager, packages/deliveries may not be stored at the center for more than forty-eight hours. If packages are left with the Center for more than forty-eight hours, they will be delivered to the appropriate offices and an administrative fee will be charged to the Client. Center is not liable for the loss or contents of any package. We also reserve the right to exclude from the Center at all times any person who is not known or does not properly identify him or herself to Center staff. We may require all persons entering or leaving the Center to register. Each client is responsible for all persons who enter the Building at the request or invitation of such client or to conduct business with the client.
8. Each client, before closing and leaving its office, shall turn off its office lights and, if client is in the Center outside of the normal business hours of the Center, shall also turn off the common area lights in the Center and ensure that the suite entry doors are locked. If client uses any conference room or other common facility in the Center after business hours, client shall restore the area to a clean and orderly condition prior to the opening of business in the Center the following day. If client fails to do so, client will pay for clerical time necessary for Center staff to restore the areas to such condition.
9. Clients may not use any part of the Center for sleeping or for any illegal purpose.
10. Only the Center, its staff and the vendors designated by us may provide or perform services for clients of the Center. No client shall provide or offer to provide services to other clients of the Center, nor solicit other clients for services. The employees of the Building management are not available to perform any services for clients and shall not be requested by any client to perform any services or do any work. Contact with Building management is exclusively through the Center.
11. Clients may not use the name of the Center or the Building in any of client's advertising.
12. During the term of the Agreement, client may use the address of the Center as its business address. Center will comply with the Postal Service regulations regarding Client's mail. Upon termination of the Agreement, client must notify all parties with whom client does business of their change of address. No client may file a change of address form with the Postal Service. All telephone, facsimile numbers and IP addresses are and remain the sole property of the Center and no numbers will be transferred to any client. For thirty (30) days after the expiration of the Agreement and client's departure from the Center, we will provide a client's new telephone number and address to incoming callers and will hold or forward mail, packages, and facsimiles at no cost to the client. Thereafter, those services remain available to clients at the then applicable fees.
13. The Center will assess a charge of \$75.00 along with any applicable late fees for any check that is dishonored for any reasons. Checks are accepted in payment of fees and charges subject to collection and if a check is dishonored and returned, it will be as if the payment represented by the check had never been made. If a client has two returned checks, thereafter, payment will only be accepted by credit card, cashier's check or certified funds. If Client's initial check is returned or rejected, payment will only be accepted by credit card, cashier's check or certified funds. Offices will remain on the market until those funds are received.
14. If we have discontinued telephone or other services due to a default and thereafter agree to restore services and waive the default, we may require, among other things, that client pay a \$100.00 re-connection fee to resume telephone services and a \$100.00 re-connection fee to resume internet services.
15. Client shall escort all guests through the suite. No guests are permitted to walk freely around the suite.
16. To maintain suite security, Client shall keep all security doors closed and locked at all times. Client shall not authorize access for other parties to enter the suite beyond Center operating hours. Client shall not use any equipment owned by the Center unless authorized by Center staff. Client shall not install or repair equipment located in the Center's LAN room without written permission. An authorized representative of the Center must be present during such work.
17. Client will book conference room/guest office and virtual club time for usage during normal business hours, after business hours and weekends with Center staff prior to usage. All usage must be tracked.

We reserve the right to rescind, amend, alter or waive any of the Rules and Regulations at any time when, in our sole judgment, it is necessary, desirable or proper for the best interests of the Center and its clients. No rescission, amendment, alteration or waiver of any rule or regulation in favor of one client will operate in favor of any other client and we will not be responsible to any client for the non-observance or violation by any other client of any of the Rules and Regulations.

## INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

The Board of Directors  
Novastar Resources Ltd.  
(An Exploration Stage Company)

We consent to the incorporation by reference in the Registration Statement of Novastar Resources Ltd. (An Exploration Stage Company) on Form S-4, pertaining to the registration of up to 162,640,438 shares of its common stock, including 45,391,117 shares of common stock which are issuable upon the exercise of options and warrants for the purchase of Thorium Power, Inc. common stock that are being assumed by Novastar Resources Ltd., for issuance to the stockholders and option and warrant holders of Thorium Power, Inc. pursuant to the agreement and plan of merger between Novastar Resources Ltd., TP Acquisition Corp., Novastar Resources Ltd.'s wholly owned subsidiary, and Thorium Power, Inc., of our Report of Independent Registered Public Accounting Firm, dated October 11, 2005, with respect to the financial statements of Novastar Resources Ltd. included in the annual report on Form 10-KSB, comprising the consolidated balance sheet as at June 30, 2005, the related consolidated statements of operations, stockholders' deficiency and cash flows for the year ended June 30, 2005 and for the cumulative period from June 28, 1999 (inception) to June 30, 2005, as filed with the Securities and Exchange Commission.

In addition, we consent to the reference to us under the heading "Experts" in the Registration Statement.

**TELFORD SADOVNICK, P.L.L.C.**  
**CERTIFIED PUBLIC ACCOUNTANTS**

Bellingham, Washington

June 13, 2006

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# Child, Van Wagoner & Bradshaw, PLLC

A Professional Limited Liability Company of CERTIFIED PUBLIC ACCOUNTANTS

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5296 S. Commerce Dr., Suite 300, Salt Lake City, UT 84107

PHONE: (801) 281-4700 FAX: (801) 281-4701

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## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement of Novastar Resources Ltd. on Form S-4 of our report dated April 5, 2006 on the financial statements of Thorium Power, Inc. appearing in this Prospectus, which is part of this Registration Statement.

We also consent to the reference of the firm under the caption "Experts" in such Prospectus.

Child, Van Wagoner & Bradshaw, PLLC  
Salt Lake City, Utah  
June 9, 2006

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