Execution Version

Dated November 28, 2016

PRAX PTE. LTD.

\- and –

JIN GUANG LTD.

\- and –

TETHYS PETROLEUM LIMITED

RELATIONSHIP AGREEMENT

Contents

Clause		Page

RELATIONSHIP AGREEMENT

This Agreement is dated the 28th day of November 2016

BETWEEN:

JIN GUANG LTD., a company incorporated under the laws of the Seychelles whose address is MMG (Seychelles) Limited, Second Floor, Capital City, Independence Avenue, Victoria, Mahè, Seychelles, ("**Jin Guang**");

- AND -

PRAX PTE. LTD., a company incorporated under the laws of Singapore whose registered address is 112 Robinson Road, #12-01, Singapore (068902) ("**Prax**", and together with Petro, the "**Shareholders**");

- AND -

TETHYS PETROLEUM LIMITED, a company duly continued under the laws of the Cayman Islands (having initially been incorporated under the laws of Guernsey) whose registered address is c/o Elian Fiduciary Services (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1 9007, Cayman Islands (the "**Company**").

WHEREAS:

A. Pursuant to a subscription agreement between JIN GUANG and the Company dated November 25, 2016 (the "**JIN GUANG Agreement**"), JIN GUANG has agreed, subject to the terms and conditions of the JIN GUANG Agreement, on the Closing Date (as such term is defined in the JIN GUANG Agreement) to (i) subscribe for and purchase 43,951,698 Ordinary Shares in the capital of the Company and 96,150,000 warrants to purchase shares (the "**JIN GUANG Warrants**").

B. Pursuant to a subscription agreement between Prax and the Company dated November 25, 2016 (the "**Prax Agreement**"), Prax has agreed, subject to the terms and conditions of the Prax Agreement, on the Closing Date (as such term is defined in the Prax Agreement) to (i) subscribe for and purchase 43,951,698 Ordinary Shares in the capital of the Company and 96,150,000 warrants to purchase Ordinary Shares (the "**Prax Warrants**").

C. Following the Closing Date (as defined in each of the JIN GUANG Agreement and the Prax Agreement), each Shareholder may individually hold or control, on a partially diluted basis (assuming the exercise of all of the warrants held by both Shareholders but no exercise of any other securities convertible into or exercisable for Ordinary Shares of the Company by any other holder) up to approximately 15.3% of the total issued equity share capital of the Company.

D. The Shareholders and the Company wish to manage the relationship between them to ensure that, *inter alia*, at all times following Closing: (i) the Company will comply with the Listing Rules and the other Securities Laws; (ii) the Company will be capable at all times of carrying on its business independently of the Shareholders; and (iii) all transactions and relationships between the Company, on the one hand, and the Shareholders, or either of them individually, on the other, will be conducted on reasonable commercial terms not less advantageous to the Company than as if the Company were dealing with a party at arm's length.

NOW IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

1.1 The following terms shall, unless the context otherwise requires, have the following meanings:

"**Affiliate**" means with respect to any Person, any other Person that: (i) Controls, (ii) is

Controlled by, or (iii) is under common Control with, such Person;

"**Annuity**" means Annuity and Life Reassurance Ltd.

"**Articles**" means the articles of association of the Company as amended from time to time;

"**Associate**" means in relation to a Party:

(i) any Affiliate;

(ii) any body corporate whose directors are accustomed to act in accordance with the Party's directions or instructions; and

(iii) any body corporate in the capital of which the Party and any other body corporate under (i) or (ii) taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) able: (A) to exercise or control the exercise of thirty per cent. (30%) or more of the votes able to be cast at general meetings on all, or substantially all, matters; or (B) to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all, matters,

save that no member of the Tethys Group shall be deemed an Associate of either of the Shareholders and the Shareholders shall not be deemed an Associate of any member of the Tethys Group or of each other;

“**Audit Committee**” means the audit committee of the Board, as constituted from time to time;

“**Board**” means the board of Directors of the Company, as constituted from time to time;

“**Board Committees**” means the Audit Committee, the Compensation and Nomination Committee and the Reserves Committee;

“**Business Day**” means any day (other than a Saturday or Sunday) on which banks are open for business in Calgary, Alberta (Canada), the Cayman Islands and London (England);

“**Closing**” has the meaning ascribed to it in each of the JIN GUANG Agreement and the Prax Agreement;

“**Closing Date**” has the meaning ascribed to it in each of the JIN GUANG Agreement and the Prax Agreement;

“**Compensation and Nomination Committee**” means the compensation and nomination committee of the Board, as constituted from time to time;

“**Competing Business**” means a company, business, business operation or enterprise engaged in the exploration, development and/or production of hydrocarbons in one or more of Kazakhstan, Tajikistan and Georgia**;**

“**Confidential Information**” means all information (however recorded or preserved) disclosed by a Party or its Representatives to any other Party and that Party's Representatives that is specifically identified as confidential or would be regarded as confidential by a reasonable business person and relating to: (a) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing Party (or of any Affiliate of the disclosing Party), and (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any Affiliate of the disclosing Party).

“**Control**” means when applied to the relationship between a Person (the “**first Person**”)

and:

(i) a legal entity organized in corporate form, the beneficial ownership by that first Person at the relevant time of shares of that corporation representing either (a) a majority of the voting rights exercisable at meetings of shareholders of that corporation, or (b) the percentage of voting rights exercisable at meetings of shareholders of that corporation that are sufficient to elect a majority of the directors; and

(ii) a partnership, limited partnership, trust, joint venture or other entity that is not an individual or an entity organized in corporate form (the "**second Person**"), means the beneficial ownership by the first Person at the relevant time of more than 50% of the ownership interests of the second Person, the contractual right or ability to direct the affairs of the second Person or any situation in which the first Person does in fact direct and control the affairs of the second Person,

and, in each case, the words "**Controlled by**", "**Controlling**" and similar words have corresponding meanings; provided that a Person who Controls another Person will be deemed to Control any other Person that such other Person Controls;

"**Corporate Governance Code**" means the UK Corporate Governance Code published in September 2014 by the Financial Reporting Council, as amended from time to time;

"**Directors**" means the directors of the Company from time to time;

"**Disclosure Rules and Transparency Rules**" means the disclosure rules and transparency rules issued by the FCA as modified from time to time;

"**Executive Director**" means a Director who is also an employee of any member of the Tethys Group;

"**Exempt Share Transaction**" means any of the following transactions;

(i) the issuance of Ordinary Shares upon the conversion or exercise of any convertible debentures or warrants outstanding as of the date hereof;

(ii) the issuance of Ordinary Shares to Annuity upon the conversion of any currently outstanding debt, regardless of whether such debt is currently exercisable;

(iii) the issuance of Ordinary Shares, options or other convertible securities to employees, officers and directors of the Company for compensatory purposes whether under an existing benefit plan or otherwise, and the issuance of Ordinary Shares on the exercise of such options or other convertible securities, in accordance with past practice;

(iv) dividends, share splits, rights offerings made to all shareholders or consolidations of the Ordinary Shares; and

(v) securities issued to any Person other than a Shareholder or an Affiliate of a Shareholder, so long as such Shareholder approved the waiver of its Participation Right with respect to such issuance;

"**FCA**" means the Financial Conduct Authority of the United Kingdom in its capacity as the competent authority for the purposes of Part VI of the FSMA or its successor in such role;

"**FSMA**" means the Financial Services and Markets Act 2000;

"**Governmental Entity**" means any (a) multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (b) subdivision or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

"**Independent Director**" means any Non-Executive Director that is considered to be independent for the purposes of Canadian National Instrument 58-101 – Disclosure of Corporate Governance Practices adopted under Canadian Securities Laws;

"**Interest**" means a legal or beneficial interest (whether directly or indirectly held, including through an Affiliate) in the issued Ordinary Share capital of the Company or an entitlement to exercise voting rights in respect of such shares, but for greater clarity, which does not include a legal or beneficial interest in a convertible security such as the JIN GUANG Warrants or Prax Warrants unless such securities are exercised or converted into voting securities of the Company;

"**Listing Rules**" means the listing rules issued by the FCA as modified from time to time;

"**London Stock Exchange**" means London Stock Exchange plc;

"**Minimum Interest**" means an Interest in 9.0% or more of the issued Ordinary Share capital of the Company (or which carries 9.0% or more of the aggregate voting rights in the Company from time to time), provided that the number of outstanding Ordinary Shares used for purposes of calculating the Minimum Interest shall exclude any Ordinary Shares issued to Annuity (or any of its affiliates) in satisfaction, or conversion, of any outstanding indebtedness owed to Annuity or any of its affiliates as of the date hereof;

"**Non-Executive Director**" means any Director who is not an Executive Director;

"**Official List**" means the official list of the FCA;

“**Ordinary Shares**” means the ordinary shares of US$0.01 par value in the capital of the Company, and “**Ordinary Share**” will be construed accordingly;

“**Parties**” means the Shareholders and the Company as parties to this Agreement and “**Party**” shall be construed accordingly;

"**Petroleum Contract**" a production sharing agreement, licence, concession agreement or other instrument issued by a Governmental Entity granting rights to explore for and/or exploit hydrocarbons;

“**Related Party Transaction**” has the meaning ascribed to it in Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions adopted under Canadian Securities Laws;

“**Relevant Opportunity**” means (a) any opportunity to farm-in to, purchase or otherwise acquire an interest in a Petroleum Contract, covering any part of Kazakhstan, Tajikistan and Georgia, (b) any opportunity to acquire, merge with or invest in a Competing Business; (c) any proposed or intended application, whether individually or as part of a consortium, syndicate, partnership, joint venture or joint bidding arrangement, for the direct award of a Petroleum Contract by a Government for any area in Kazakhstan, Tajikistan or Georgia, provided that a “Relevant Opportunity” shall not include any opportunity or application in respect of which the Shareholder Group either had a binding contractual obligation or commitment, or was otherwise already engaged in discussions with a third party to progress or make, at the date of this Agreement (provided that the existence of such discussions at the date of this Agreement can be evidenced);

“**Reserves Committee**” means the reserves committee of the Board, as constituted from time to time;

“**Securities Laws**” means as applicable, the securities laws of Canada, the United Kingdom, the European Union, Kazakhstan and the regulations and rules made thereunder and all published policy statements, blanket orders, notices, directions and rulings issued or adopted by any Governmental Entity (including, for the avoidance of doubt, the Listing Rules and the regulations of the TSX);

“**Shareholder Director**” means any Non-Executive Director nominated by either of the Shareholders pursuant to Clause 5.2 and elected by shareholders of the Company;

“**Shareholder Group**” means for each Shareholder, such Shareholder and his Associates from time to time (but not including members of the Tethys Group or the other Shareholder);

“**Tethys Group**” means the Company and its Affiliates from time to time;

"**Third Party**" means any entity other than a Party, and in relation to the Shareholders, any party that is not a member of either of the Shareholder Groups;

"**Transfer**" means any direct or indirect offer, transfer, sale, assignment, conveyance, encumbrance, pledge or similar disposal or attempted disposal of all or any portion of a security, with or without consideration, whether voluntary or not;

"**TSX**" means the Toronto Stock Exchange; and

"**Warrants**" means the JIN GUANG Warrants and the Prax Warrants; and "**Warrant**" means any of such warrants.

1.2 References to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other statutory provisions (whether before or after the date hereof) from time to time and shall include any subordinate legislation made from time to time under that provision.

1.3 Headings are inserted for convenience only and shall not affect the construction of this Agreement.

2 Effective Date and Term

2.1 This Agreement shall take effect upon the Closing Date and shall thereafter continue until terminated pursuant to Clause 79.

3 Relationship between the Shareholders and the Company

3.1 Transactions between the Tethys Group and the Shareholders

Each Shareholder agrees to exercise or where relevant refrain from exercising the voting rights attaching to his Interest, and shall procure that each member of his Shareholder Group shall exercise or where relevant refrain from exercising the voting rights attaching to its Interest, to procure (to the extent that they are able to do so by the exercise or non-exercise of such rights) that:

(a) all transactions and arrangements between the Shareholder and/or the Shareholder's Associates on the one hand and any member(s) of the Tethys Group on the other hand entered into following Closing, shall be negotiated and undertaken on reasonable commercial terms not less favourable to the Company than if the Company and the Shareholder and/or the Shareholder's Associates were dealing at arm's length;

(b) subject to their fiduciary duties as members of the Board, neither the Shareholder nor any of the Shareholder's Associates shall take any action that would have the effect of preventing the Company from complying with its obligations under applicable Securities Laws or from carrying on the business of the Tethys Group independently of the Shareholder Group and in the interest and for the benefit of the Company's shareholders as a whole;

(c) neither the Shareholder nor any of the Shareholder's Associates shall propose or procure the proposal of a resolution of shareholders of the Company that is intended or appears to be intended to circumvent the proper application of applicable Securities Laws;

(d) neither the Shareholder nor any of the Shareholder's Associates shall exercise any of their voting or other rights and powers to procure or effect any amendment to the Articles that would be inconsistent with, undermine or breach any of the provisions of this Agreement;

(e) the Shareholder and each of the Shareholder's Associates shall abstain from voting on, and procure that any Shareholder Director appointed by it shall abstain from voting on, any resolution to approve a Related Party Transaction involving the Shareholder or any member of the Shareholder Group;

(f) the Shareholder and each of the Shareholder's Associates shall comply with the Tethys Petroleum Limited Disclosure, Communications and Insider Trading Policy (most recent revision 3 September 2013), a copy of which has been provided to the Shareholder, to the extent relevant to the Shareholder Group's Interest in Ordinary Shares, , and

(g) the Shareholder and each of the Shareholder's Associates shall abstain from voting on, and procure that any Shareholder Director appointed by it shall abstain from voting on, any resolution that, if passed, would ultimately result in the Ordinary Shares ceasing to be listed or traded on the London Stock Exchange, unless following such de-listing, the Ordinary Shares continue to be listed for trading on another recognized stock exchange including the TSX.

3.2 **Conflicts of Interest**

If a matter arises which does or could, in the opinion of an Independent Director, give rise to a potential conflict of interest between any member of the Tethys Group, on the one hand, and any of the Shareholder Directors, either Shareholder or any member of either Shareholder Group, on the other, including:

(a) the entry into any material new agreement or arrangement (or making any material amendments to, or novating, existing agreements or arrangements) between any member of the Tethys Group and either of the Shareholder and/or any member of either of the Shareholder Groups; and

(b) the enforcement by any member of the Company of any agreement or arrangement with the either of the Shareholders and/or any member of either of the Shareholder Groups,

any such matter must be approved and authorised by a simple majority of the Independent Directors at a duly convened meeting of the Board, or in writing by a simple majority of the Independent Directors prior to the Company or any member of the Tethys Group taking further action in relation to such matter. Prior to such approval or authorisation, the decision as to whether a Shareholder or any member of a Shareholder Group, or a Shareholder Director, does in fact have such a conflict of interest shall be determined by a simple majority vote of the Independent Directors acting in good faith, and in the case of an equality of votes, a conflict of interest shall be deemed to exist.

3.3 **Corporate governance**

Each of Shareholder agrees that it shall not exercise its powers, and shall procure that each other member of its Shareholder Group shall not exercise its powers, so that the Company is managed in breach of the principles of good governance set out in the Corporate Governance Code, save as set out herein, as may be required by applicable Securities Laws or otherwise agreed in writing by a majority of the Independent Directors.

3.4 **Relevant Opportunities**

For a period of 24 (twenty four) months following the date of this Agreement and to the extent possible so as not to breach any confidentiality obligations or applicable laws, each Shareholder shall, and shall procure that each other member of its Shareholder Group shall, if in its opinion the Company has the relevant financial and technical capabilities to pursue and implement a Relevant Opportunity (for the avoidance of doubt, without obtaining any financing from the Shareholder or any other person), that pursuing the Relevant Opportunity is aligned with the Company's strategy (including business plan, capex and development plans) and unless the relevant counterparty has indicated that it is not interested in pursuing the Relevant Opportunity with the Company:

(a) give notice of the Relevant Opportunity to the Independent Directors and the Company, and offer the Company an opportunity to participate in any Relevant Opportunity; and

(b) include in such notice (the “Opportunity Notice”) a reasonably detailed summary of the Relevant Opportunity to allow the Company to evaluate the merits of the Relevant Opportunity and approach the relevant counterparty if the Independent Directors decide that the Company should pursue the Relevant Opportunity.

3.5 **Requirement to act independently**

Each Shareholder:

(a) confirms that immediately after Closing neither it nor any member of its Shareholder Group has or will have any agreement, arrangement or understanding to act together with any of the other holders of Ordinary Shares outside the Shareholder Group in relation to the Company; and

(b) undertakes that it shall, and shall procure that each member of its Shareholder Group shall, act independently of any other holders of Ordinary Shares outside the Shareholder Group in relation to the exercise of its rights and powers as a shareholder of the Company, provided that this undertaking shall not apply to any actions of any member of the Shareholder Group and any other holders of the Ordinary Shares to the extent such actions are consistent with the Shareholder’s undertakings set forth in this Agreement.

3.6 **Autonomy**

(a) The Company shall have its own dedicated management and neither Shareholder or any Shareholder Group shall take any action which precludes or inhibits the Company from carrying on its business independently of any member of either Shareholder Group.

(b) The business and affairs of the Company shall be managed by the Board in accordance with the Articles and applicable laws and for the benefit of shareholders of the Company as a whole.

4 Information

4.1 Each Shareholder acknowledges and agrees that the Company is or may be required by applicable Securities Laws to include in public filings or statements certain information relating to this Agreement and to file a copy of this Agreement on websites or databases maintained under applicable Securities Laws. Each Shareholder authorises and consents to such disclosure by the Company.

4.2 Each Shareholder undertakes to the Company to provide promptly all information that may be reasonably requested by or on behalf of the Board in order to support the statements required to be made by the Company as described in Clause 4.1 above.

5 The Board

5.1 Composition of the Board and Board Committees

(a) Immediately following Closing, and subject to the Shareholders having filed Personal Information Forms ("PIFs") with the TSX prior to their appointment to the Board, the composition of the Board and the Board Committees shall be as set out in Schedule 1. It is acknowledged and agreed by the Parties that additional director appointments will be made following Closing and each of the Shareholders undertakes to the Company to procure the exercise of the voting rights attaching to the Ordinary Shares in which any of the Shareholder Groups have an Interest to seek to procure that the named Directors of the Board and the Board Committees and any Director appointments made after Closing remain as such until the next annual general meeting of the Company to be held in 2018. In addition, the Shareholders agree not to nominate, through a proxy or otherwise, any Directors to the Board other than as permitted by this Agreement.

(b) Each of the Shareholders hereby undertakes to the Company to procure the exercise of the voting rights attaching to the Ordinary Shares in which any of the Shareholder Groups have an Interest, so that if an Independent Director ceases to be a Director of the Company for any reason, such Independent Director will be replaced by a new Director who is also an Independent Director. For the avoidance of doubt, this Clause (b) shall not affect any Shareholder Director.

(c) At all times the Audit Committee shall consist of Independent Directors only and the Compensation and Nomination Committee shall consist of Non-Executive Directors only and the Reserves Committee shall consist of a majority of Non-Executive Directors..

(d) The Shareholders agree that their appointment to the Board shall be subject to approval by the TSX of the Shareholder Director's PIFs and the Shareholders agree to resign from the Board in the event that the TSX withholds its approval.

5.2 Shareholders' rights to Nominate Directors

(a) During the term of this Agreement, each Shareholder shall, while his Shareholder Group holds in aggregate at least the Minimum Interest, be entitled to nominate for election to the board at each general meeting held after the date hereof at which directors are elected one person as a Shareholder Director, provided that following the appointments of the nominees noted above, the composition of the Audit Committee complies with Canadian securities laws, and provided further for greater clarity that such right shall only be a right to nominate an individual for election to the Board and not a right to have such person appointed to the Board unless so elected by shareholders of the Company at the general meeting. Each Shareholder shall give notice to the Company of any subsequent appointment(s) pursuant to this clause (a) in accordance with Clause (c).

(b) Each Shareholder shall be entitled to remove a Shareholder Director previously appointed or nominated and elected by him, subject to complying with any applicable Securities Law. The applicable Shareholder shall either procure that the Shareholder Director so removed shall not seek compensation for loss of office and shall waive all claims that he or she may have against the Company in respect of such removal or provide its covenant to hold the Company harmless against any such claims. Each Shareholder undertakes to serve any such removal notice in accordance with Clause (c).

(c) Any appointment or removal of a Shareholder Director by a Shareholder under this Clause 5.2 shall be by notice in writing delivered to the secretary of the Company and signed by an authorised signatory of the applicable Shareholder. If the relevant Shareholder Director refuses to resign, the Parties shall procure that such Shareholder Director is removed pursuant to a special notice and ordinary resolution of the shareholders of the Company as soon as practicable. Nothing in this Clause 5.2 shall prejudice the right of the shareholders of the Company to remove any Director from office by ordinary resolution of the shareholders of the Company.

(d) The Company shall formally appoint any person nominated as a replacement Shareholder Director by a Shareholder in accordance with this Clause 5.2 as soon as possible and in any event within ten (10) Business Days of receipt of any notice delivered pursuant to this Clause 5.2, subject to TSX approval of the replacement Shareholder Director's PIF .

(e) If, as a consequence of a Shareholder Group ceasing to hold a Minimum Interest, the applicable Shareholder no longer has the right to appoint a Shareholder Director that is on the Board at that time, such Shareholder shall procure, in so far as he is legally able to do so, that such Shareholder Director shall resign forthwith on the basis set forth at Section (b) above. If such

Shareholder Director refuses to resign, the Parties shall procure that any such Shareholder Director is removed pursuant to a special notice and ordinary resolution of the shareholders of the Company as soon as practicable.

(f) Except as otherwise required by law, the Company shall procure that each Shareholder Director nominated (and elected by shareholders) pursuant to Section (a), or any successor or replacement thereof, shall (if that person remains a Director at the relevant time and is willing to stand for re-election) be recommended for re-election at each general meeting of the Company at which that Director is required to retire and seek re-election, unless the Shareholders gives notice that they do not wish that Director to be nominated for re-election.

(g) The Notice, Quorum and voting requirements (subject to clause 3.2 above) for meetings of Directors shall be as set out in the Articles and as required by any applicable laws.

6 Provision of Information, Confidentiality and Regulatory Compliance

6.1 The Company and each of the Shareholders acknowledge that the Shareholder Directors shall be subject to the Articles, applicable Securities Laws and the directors' duties and other common law fiduciary duties under Cayman law.

6.2 During the term of this Agreement and for two years following its termination or expiry, each Party agrees to, and will procure so far as it is able that each of its Affiliates will not, at any time, disclose to any person any Confidential Information, except as permitted by Clause 6.2 and subject to Clause 6.3.

6.3 Each Party may disclose another Party's Confidential Information:

(a) to its employees, officers, representatives or advisers (each a "**Representative**" and together, the "**Representatives**") who reasonably require such disclosure. Each Party shall use its reasonable endeavours to procure that its Representatives to whom it discloses another party's Confidential Information understand the confidential nature of the Confidential Information and comply with Clauses 6.2 through 6.4;

(b) in compliance with any law, regulation or the rules or a request of a Governmental Entity or stock exchange; and

(c) in connection with any legal (including court or arbitral), governmental or regulatory proceedings.

6.4 The provisions of Clauses 6.2 and 6.3 shall not apply to any Confidential Information that:

(a) is or becomes generally available to the public other than as a result of its disclosure by the receiving Party or any of its Representatives in breach of this Agreement;

(b) was available to the receiving Party or its Representative on a non-confidential basis before disclosure by the disclosing Party or its Representative;

(c) was, is or becomes available to the receiving Party or its Representative on a non-confidential basis from a person who, to the receiving Party's (or Representative's) knowledge, is not bound by a confidentiality agreement with the disclosing Party or its Representative or otherwise prohibited from disclosing the information to the receiving Party or its Representative; or

(d) the Parties agree in writing is not confidential or may be disclosed

6.5 Subject to Clause 6.6, the Company shall submit within a reasonable period following a request from a Shareholder:

(a) any financial information as is necessary for the purposes of compliance by the Shareholder with applicable accounting and financial reporting requirements; and

(b) any legal and regulatory information as is necessary for the purposes of compliance by the Shareholder with the order or decree of any governmental or regulatory authority of competent jurisdiction.

6.6 Provision of, access to and use of information provided pursuant to this Agreement is subject to and governed by applicable laws relating to insider information, including, without limitation, the Disclosure Rules and Transparency Rules.

6.7 Each Shareholder acknowledges and agrees that:

(a) the Company is a reporting issuer under the laws of a number of Canadian provinces and, accordingly, is subject to obligations under the securities laws of those provinces (including rules, regulations, policies and orders of securities regulatory authorities in those provinces or applicable therein) (collectively referred to as "**Canadian Securities Laws**") as well as subject to requirements of the TSX as long as a class of its securities is listed thereon; and

(b) the requirements of the Relationship Agreement are in addition, and not in substitution for, to the applicable requirements under Canadian Securities Laws.

6.8 Each Shareholder acknowledges the requirements applicable to takeover bids or offers under Canadian Securities Laws and agrees that for so long as those requirements apply to the Company, should any members of a Shareholder Group or any person acting jointly or in concert (as such term is defined under the Securities Act (Ontario)) with the Shareholder Group as a whole or any member the a Shareholder Group offer to acquire any outstanding Ordinary Shares, it will comply with the requirements of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions* of the Canadian Securities Administrators (as such rules may be amended or replaced from time to time).

7 Prohibition on Debt Finance

(a) The Company agrees that, provided that each Shareholder Group meets the Minimum Interest, the Company shall not enter into any financing transaction involving the issuance of convertible debt of the Company that will result in the dilution of the issued and outstanding Ordinary Shares for a period of 12 months from the date of this Agreement without the consent of the Shareholders, such consent not to be unreasonably withheld, provided however, for greater certainty that the Company may issue Ordinary Shares to Annuity or an affiliate thereof upon conversion, or satisfaction, of currently outstanding debt as long as the number of Ordinary Shares so issued does not, in the aggregate, exceed the number of Ordinary Shares issued to the Shareholders on the date hereof together with any Ordinary Shares issued to the Shareholders upon the exercise of any Warrants issued to the Shareholders as of the date hereof.

(b) The Company agrees to take all necessary action, including applying for approval from the TSX, to permit the conversion of such amount of debt of the Company held by Pope Asset Management, LLC or one of its affiliates that would result in the issuance of 12,000,000 Ordinary Shares to such debt holder prior to the record date for the shareholder meeting referred to in Section 10(a) hereof.

8 Transfers of Ordinary Shares by Shareholders

Each Shareholder agrees that he and the applicable Shareholder Group shall not, without the prior written consent of the Company, directly or indirectly Transfer any of the Ordinary Shares or Warrants held by it, for a period of 12 months from the date of this Agreement provided that each Shareholder may: (i) exercise any Warrants held by it in accordance with the terms of such Warrants, provided that the Ordinary Shares issued on exercise thereof are subject to this paragraph 7.1, (ii) Transfer Ordinary Shares to a Third Party as part of, and at the closing of, any transaction in which the Third Party acquires all of the outstanding Ordinary Shares of the Company, (iii) Transfer Ordinary Shares or Warrants held by him if Pope Asset Management Inc. and its Affiliates no longer hold or control at least 9% of the outstanding Ordinary Shares or (iv) Transfer any Ordinary Shares or Warrants held by him to an Affiliate provided that such Affiliate agrees in writing to be bound by all of the terms of this Agreement and the Shareholder continues to be bound by the terms hereof.

9 Termination

If the Interest of a Shareholder Group in the Company falls below the Minimum Interest, this Agreement (save in respect of any prior breach and other than Clauses 1, 5.2(e), and 12 to 1818, each which shall remain in force) shall terminate with respect to that Shareholder and the related Shareholder Group, and neither such Shareholder nor the Company shall thereafter have any rights or obligations hereunder to each other.

10 Company Shareholder Meeting

(a) The Company covenants and agrees in favour of the Shareholders to call and hold a meeting of its shareholders as soon as reasonably practicable after the date hereof and in any event no later than 60 days after the date hereof at which meeting the shareholders will be asked to consider, and if deemed appropriate, approve a resolution (the "**Shareholder Resolution**") approving the exercise of Warrants by the Shareholders as required by the TSX (the "**Shareholder Meeting**"), provided that the Company shall not be required to call or hold such meeting if prior to calling or holding such meeting, as applicable, the Shareholders have not submitted PIFs to the TSX or the TSX has rejected the PIFs submitted by the Shareholders.

(b) In connection with the Shareholder Meeting referred to in (a) above, management shall (i) include a statement in the applicable management information circular stating that the Board recommends that shareholders vote in favour of the Shareholder Resolution and (ii) use its commercially reasonable efforts to solicit proxies in favour of the Shareholder Resolution.

(c) The Company agrees that if shareholders do not approve the Shareholder Resolution such that the Shareholders may not exercise all of the Warrants, the Company shall, within five Business Days of such failure to approve the Shareholder Resolution, make a payment for each Warrant held that is then not exercisable equal to the amount by which the five day volume weighted average trading price of the Ordinary Shares on the TSX ending on and including the trading day immediately prior to the date of the such failure to approve the Shareholder Resolution, exceeds the exercise price of the Warrants. Such payment may be satisfied, at the election of the Company, either through a cash payment by wire transfer or the issuance of an unsecured promissory note with a maturity date of three months after issuance and which shall pay interest at a rate of 20% per annum (all due on maturity).

11 Right to Participate

(a) At any time that a Shareholder holds at least the Minimum Interest, in the event that the Company undertakes a transaction, other than an Exempt Share Transaction, which could result in a dilutive issuance of Ordinary Shares, securities convertible into or exchangeable for Ordinary Shares or that could otherwise have the effect of decreasing the Interest of a Shareholder without any action on the part of such Shareholder (each a "**Dilutive Issuance**"), the Shareholders shall, subject to compliance with this Section 9, have the right (the "**Participation Right**") to (i) participate in such transaction *pro rata* to such Shareholder's then current Interest at such time, on the same or equivalent terms as other recipients of the dilutive Ordinary Shares (or securities convertible into or exchangeable for Ordinary Shares, as the case may be), or (ii) if the Shareholder's participation in such transaction is not possible, subscribe for and purchase from the Company an equivalent number of Ordinary Shares (or securities convertible into or exchangeable for Ordinary Shares, as the case may be), in either case in order to maintain such Shareholder's Interest at the level prevailing before such transaction.

(b) The Company shall, in connection with a Shareholder's Participation Right, provide each Shareholder with a written notice of any Dilutive Issuance (the "**Participation Notice**") at least ten Business Days prior to the date upon which the Dilutive issuance is expected to close. The Participation Notice shall describe (to the extent known) the number, price, payment terms, closing date, and all other material terms of such Dilutive Issuance, excluding, for greater certainty, the identity of the proposed purchasers.

(c) If a Shareholder wishes to exercise its Participation Right in respect of a Dilutive Issuance, the Shareholder shall give written notice (an "**Exercise Notice**") of such intention, including the number of Ordinary Shares (or securities convertible into or exchangeable for Ordinary Shares, as the case may be) it wishes to purchase, within 8 Business Days of having received the Participation Notice from the Company, failing which, the Shareholder shall have been deemed to have elected not to participate in such offering.

(d) If the Company receives an Exercise Notice from a Shareholder within the required time, the Company shall, subject to the receipt of any regulatory approval (including TSX approval), issue to the Shareholder, against payment of the subscription price, the number of Ordinary Shares or other securities as applicable, provided however, that if the Company would be required to seek shareholder approval for the issuance of Ordinary Shares or other securities to a

Shareholder, the Company shall call and hold a meeting of its shareholders to consider such issuance of Ordinary Shares (or other securities) within a reasonable period, provided further, however that: (i) the Company may close the Dilutive Issuance prior to calling or holding such meeting (but not before obtaining conditional TSX approval for the issuance of the Ordinary Shares or other securities to the Shareholder(s), which approval may be subject to, among other things, receipt of shareholder approval), and (ii) if at such meeting, shareholders vote against the issuance of Ordinary Shares (or other securities) to a Shareholder in connection with its Participation Right, the Company shall not be required to issue to the Shareholder, and the Shareholder shall not be entitled to, any Ordinary Shares (or other securities) in connection with such Dilutive Issuance.

12 Nature of Agreement

12.1 This Agreement is personal to the Parties and neither of them may (without the written consent of the other), mortgage, charge or dispose of any of its rights hereunder, or, other than in the case of a Shareholder nominating another individual to serve as Shareholder Director, subcontract or otherwise delegate any of its obligations under this Agreement.

12.2 Nothing in this Agreement shall create, or be deemed to create a partnership or joint venture between the Parties.

12.3 Nothing in this Agreement shall constitute one Party as the agent of the other Party.

12.4 A person who is not a party to this Agreement shall have no rights under this Agreement to enforce any of its terms.

12.5 In the event of any conflict between the provisions of this Agreement and the Articles the provisions of this Agreement shall prevail as between the Parties to the extent permitted by applicable law and regulation. The Parties shall at all times exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further (if necessary) procure any required amendment to the Articles (as may be necessary).

12.6 Any provision of this Agreement may be modified or amended or waived only by an instrument in writing signed by duly authorised representatives of each of the Parties, in the case of a modification or an amendment, or by the Party against whom the waiver is to be effective, in the case of a waiver.

12.7 No failure or delay of any Party to exercise any right, power or remedy in connection with this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers or remedies (whether provided by law or otherwise). Any express waiver of any breach of this Agreement will not be deemed to be a waiver of any subsequent breach.

12.8 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability, of the remaining provisions shall not in any way be affected or impaired. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, the parties shall make suitable and equitable provision therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

12.9 This Agreement sets out the entire Agreement and understanding between the Parties with respect to the subject matter hereof. It is agreed that:

(a) no Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of another Party not expressly set out or referred to in this Agreement, other than any representations, warranties or undertakings of the Company, on the one hand, and each Shareholder, on the other, in the JIN GUANG Agreement and Prax Agreement, respectively; and

(b) this Clause shall not exclude any liability for fraudulent misrepresentation.

12.10 Unless otherwise agreed in writing, each of the Parties shall pay its own costs, charges and other expenses (including taxation) incurred in connection with the negotiation, preparation and implementation of this Agreement and the transactions contemplated by it.

12.11 This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party do not apply to the construction or interpretation of this Agreement.

12.12 Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

13 Notices

13.1 All notices, requests, demands, or other communications made pursuant to this Agreement shall be made by fax, recorded courier or hand delivered against receipt to the applicable Party as set out below or as otherwise notified by such Party to the others for the purpose of this Clause 13:

If to the Company, to:
Tethys Petroleum Limited
89 Nexus Way,
Camana Bay, Grand Cayman
KY1 9007, Cayman Islands

For the attention of:	Chief Executive Officer
Email:	kmay@tethyspetroleum.com

If to JIN GUANG to:
15th Floor
Syganak Street 25
Business Centre Ansar
Astana City 010000
Kazakhstan

For the attention of:	Director
Email:	medgat.kumar@gmail.com

If to Prax:
Prax Petroleum
Prax House
Horizon Business Village
1 Brooklands Road, Weybridge
Surrey KT13 0TJ
United Kingdom

For the attention of:	Owner
Email:	sanjeev.kumar@praxpetroleum.com

13.2 Any such notice, direction or other instrument, if delivered personally or by recorded courier, will be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following such day and if transmitted by email, will be deemed to have been given and received on the day of its transmission (provided that the sender has received a successful receipt message, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following the day of such transmission.

14 Capacity and Liability

Each Party warrants and represents to the other that it has the power to enter into this Agreement and to exercise its rights and to perform its obligations hereunder and all corporate and other action required to authorise its execution of this Agreement and its performance of its obligations hereunder has been duly taken.

15 Remedies

Should Shareholder Directors or Shareholder Groups breach this agreement in a "material" way, he or they would lose their right to nominate board seat(s) and any person appointed to Board pursuant to their nomination right shall resign if a majority of the Independent Directors requests them to do so. What is deemed as "material" will be determined by a majority of the Independent Directors and if in dispute, is subject to appeal to the Canadian courts in accordance with 15.1.

16 Publicity

Each Party agrees that, to the extent required by applicable Securities Laws, the whole or part of this Agreement may be made available to securityholders of the Company and any persons entitled to receive a copy of this Agreement pursuant to the applicable Securities Laws.

17 Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same Agreement. Counterparts may be delivered either in original, .pdf or electronically transmitted form and the Parties adopt any signature received in .pdf or electronically transmitted form as original signatures of the Parties.

18 Governing Law and Jurisdiction

18.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Province of Alberta and the federal laws of Canada.

18.2 Each party irrevocably agrees that, the courts of Queen's Bench in the City of Calgary, in the Province of Alberta shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Parties to take proceedings in any other court of competent jurisdiction.

18.3 JIN GUANG hereby irrevocably authorises and appoints Bennett Jones LLP at its office in Toronto, Ontario to accept service of all legal process arising out of or connected with this Agreement.

18.4 Prax hereby irrevocably authorises and appoints Bennett Jones LLP at its office in Toronto, Ontario to accept service of all legal process arising out of or connected with this Agreement.

[Remainder of this page intentionally left blank]

As witness this Agreement has been executed and delivered by the Parties or by the duly authorised representatives of the Parties the day and year first before written.

JIN GUANG LTD.

By: *signed* "Medgat Kumar"
Name: Medgat Kumar
Title: Authorized Signatory

PRAX PTE. LTD.

By: *signed* "Winston Sanjeev Kumar Soosaipillai"
Name: Winston Sanjeev Kumar Soosaipillai
Title: Authorized Signatory

TETHYS PETROLEUM LIMITED

By: *signed* "Kenneth J. May"
Name: Kenneth J. May
Title: Chief Executive Officer

Schedule 1

Composition of the Board as at Closing

Name	Position & Categorisation
William Wells	Non-Executive Director Chairman
Adeola Ogunsemi	Non-Executive Director Independent Director
Mattias Sjoborg	Non-Executive Director Independent Director
Winston Sanjeev Kumar Soosaipillai[1]	Non-Executive Director Shareholder Director
Medgat Kumar[1]	Non-Executive Director Shareholder Director

[1] Such individual cannot be appointed to the Board until a PIF is filed with the TSX.

Composition of the Audit Committee as at Closing

Name
Adeola Ogunsemi Chairman
William Wells
Mattias Sjoborg

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