Sanders Ortoli Vaughn-Flam Rosenstadt LLP Electronic EDGAR Proof

Job Number:	**-NOT DEFINED-**
Filer:	**-NOT DEFINED-**
Form Type:	**SB-2**
Reporting Period / Event Date:	
Customer Service Representative:	**-NOT DEFINED-**
Revision Number:	**-NOT DEFINED-**

This proof may not fit on letter-sized (8.5 x 11 inch) paper. If copy is cut off, please print to a larger format, e.g., legal-sized (8.5 x 14 inch) paper or oversized (11 x 17 inch) paper.

Accuracy of proof is guaranteed ONLY if printed to a PostScript printer using the correct PostScript driver for that printer make and model.

(this header is not part of the document)

EDGAR Submission Header Summary

Submission Type	**SB-2**
Live File	**on**
Return Copy	**on**
Submission Contact	**Robert Zeglarski**
Submission Contact Phone Number	**212-829-8920**
Exchange	**NONE**
Confirming Copy	**off**
Filer CIK	**0001074447**
Filer CCC	**xxxxxxxx**
Delaying Amendment	**off**
Notify via Filing website Only	**off**
Emails	**rlz@sovrlaw.com**
Payor CIK	**0001074447**
Payor CCC	**xxxxxxxx**
Payment Method	**FEDWIRE**
Fee Amount	**2943.00**
Security Name	**Equity**
Offering Shares	**22,683,989**
Amount per Share	**4.225**
Aggregate Price	**95,839,853.53**

Documents

SB-2	**manassb-2.htm**
	Manas Petroleum Corporation SB-2
GRAPHIC	**manassb-23.jpg**
	Map of Kyrgyz Licenses including the following areas: Nanai, Soh, West Soh, Tuzluk, Naushkent and Arkyt
GRAPHIC	**manassb-24.jpg**
	Map of Albanian Licenses
GRAPHIC	**manassb-25.jpg**
	Kyrgyz License Table
EX-4.4	**exhib4-4.htm**
	Form of July 31, 2007 Warrants to Purchase MNAP Common Stock at $4.50
EX-4.5	**exhib4-5.htm**
	Form of July 31, 2007 Warrants to Purchase MNAP Common Stock at $5.50
EX-5.1	**exhib5-1.htm**
	Opinion of Sanders Ortoli Vaughn-Flam Rosenstadt LLP
EX-10.17	**exhib10-17.htm**
	Form of Securities Purchase Agreement
EX-10.18	**exhib10-18.htm**
	Form of Amendment to Securities Purchase Agreement
EX-10.19	**exhib10-19.htm**
	Sub-Tenancy Agreement
EX-10.20	**exhib10-20.htm**
	Agreement Between Varuna AG and DWM Petroleum AG
EX-10.21	**exhib10-21.htm**
	Agreement Between Scholz and DWM Petroleum AG
EX-14.1	**exhib14-1.htm**
	Code of Ethics
EX-23.1	**exhib23-1.htm**
	Consent by Deloitte AG
GRAPHIC	**exhib23-10.jpg**
	/s/ Roland Muller /s/ Brigitte Auckenthaler

Module and Segment References

SEC EDGAR XFDL Submission Header


```
<?xml version="1.0"?>
<XFDL version="5.0.0">
        <page sid="PAGE1">
                <combobox sid="SubTable_submissionType_"><value>SB-2</value></combobox>
                <radio sid="SubTable_live_"><value>on</value></radio>
                <check sid="SubFlag_returnCopyFlag_"><value>on</value></check>
                <field sid="SubContact_contactName_"><value>Robert Zeglarski</value></field>
                <field sid="SubContact_contactPhoneNumber_"><value>212-829-8920</value></field>
                <popup sid="SubSro_sroId_"><value>NONE</value></popup>
                <check sid="SubFlag_confirmingCopyFlag_"><value>off</value></check>
                <field sid="SubFiler_filerId_"><value>0001074447</value></field>
                <field sid="SubFiler_filerCcc_"><value>ju4*guhr</value></field>

                <check sid="SubFlag_delayingAmendmentFlag_"><value>off</value></check>
        </page>
        <page sid="PAGE2">
                <field sid="SubDocument_conformedName_"><value>manassb-2.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_"><value>SB-2</value></combobox>
                <field sid="SubDocument_description_"><value>Manas Petroleum Corporation SB-2</value></field>
                <data sid="data1"><filename>manassb-2.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_1"><value>manassb-23.jpg</value></field>
                <combobox sid="SubDocument_conformedDocumentType_1"><value>GRAPHIC</value></combobox>
                <field sid="SubDocument_description_1"><value>Map of Kyrgyz Licenses including the following areas: Nanai, Soh, West So
                <data sid="data2"><filename>manassb-23.jpg</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_2"><value>manassb-24.jpg</value></field>
                <combobox sid="SubDocument_conformedDocumentType_2"><value>GRAPHIC</value></combobox>
                <field sid="SubDocument_description_2"><value>Map of Albanian Licenses</value></field>
                <data sid="data3"><filename>manassb-24.jpg</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_3"><value>manassb-25.jpg</value></field>
                <combobox sid="SubDocument_conformedDocumentType_3"><value>GRAPHIC</value></combobox>
                <field sid="SubDocument_description_3"><value>Kyrgyz License Table</value></field>
                <data sid="data4"><filename>manassb-25.jpg</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_4"><value>exhib4-4.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_4"><value>EX-4.4</value></combobox>
                <field sid="SubDocument_description_4"><value>Form of July 31, 2007 Warrants to Purchase MNAP Common Stock at $4.50</va
                <data sid="data5"><filename>exhib4-4.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_5"><value>exhib4-5.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_5"><value>EX-4.5</value></combobox>
                <field sid="SubDocument_description_5"><value>Form of July 31, 2007 Warrants to Purchase MNAP Common Stock at $5.50</va
                <data sid="data6"><filename>exhib4-5.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_6"><value>exhib5-1.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_6"><value>EX-5.1</value></combobox>
                <field sid="SubDocument_description_6"><value>Opinion of Sanders Ortoli Vaughn-Flam Rosenstadt LLP</value></field>
                <data sid="data7"><filename>exhib5-1.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_7"><value>exhib10-17.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_7"><value>EX-10.17</value></combobox>
                <field sid="SubDocument_description_7"><value>Form of Securities Purchase Agreement</value></field>
                <data sid="data8"><filename>exhib10-17.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_8"><value>exhib10-18.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_8"><value>EX-10.18</value></combobox>
                <field sid="SubDocument_description_8"><value>Form of Amendment to Securities Purchase Agreement</value></field>
                <data sid="data9"><filename>exhib10-18.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_9"><value>exhib10-19.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_9"><value>EX-10.19</value></combobox>
                <field sid="SubDocument_description_9"><value>Sub-Tenancy Agreement</value></field>
                <data sid="data10"><filename>exhib10-19.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_10"><value>exhib10-20.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_10"><value>EX-10.20</value></combobox>
                <field sid="SubDocument_description_10"><value>Agreement Between Varuna AG and DWM Petroleum AG</value></field>
                <data sid="data11"><filename>exhib10-20.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_11"><value>exhib10-21.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_11"><value>EX-10.21</value></combobox>
                <field sid="SubDocument_description_11"><value>Agreement Between Scholz and DWM Petroleum AG</value></field>
                <data sid="data12"><filename>exhib10-21.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_12"><value>exhib14-1.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_12"><value>EX-14.1</value></combobox>
                <field sid="SubDocument_description_12"><value>Code of Ethics</value></field>
                <data sid="data13"><filename>exhib14-1.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_13"><value>exhib23-1.htm</value></field>
                <combobox sid="SubDocument_conformedDocumentType_13"><value>EX-23.1</value></combobox>
                <field sid="SubDocument_description_13"><value>Consent by Deloitte AG</value></field>
                <data sid="data14"><filename>exhib23-1.htm</filename><mimedata /></data>
                <field sid="SubDocument_conformedName_14"><value>exhib23-10.jpg</value></field>
                <combobox sid="SubDocument_conformedDocumentType_14"><value>GRAPHIC</value></combobox>
                <field sid="SubDocument_description_14"><value>/s/ Roland Muller /s/ Brigitte Auckenthaler</value></field>
                <data sid="data15"><filename>exhib23-10.jpg</filename><mimedata /></data>
        </page>
        <page sid="PAGE3">
                <check sid="SubFlag_overrideInternetFlag_"><value>off</value></check>
                <field sid="SubInternet_internetAddress_"><value>rlz@sovrlaw.com</value></field>
        </page>
        <page sid="PAGE6">
                <field sid="SubPayor_payorId_"><value>0001074447</value></field>
                <field sid="SubPayor_payorCcc_"><value>ju4*guhr</value></field>
                <combobox sid="SubFee_paymentMethod_"><value>FEDWIRE</value></combobox>
```

```
                <field sid="SubFee_feeAmount_"><value>2943.00</value></field>

                <combobox sid="SubOffering_securityName_"><value>Equity</value></combobox>
                <field sid="SubOffering_offeringShares_"><value>22,683,989</value></field>
                <field sid="SubOffering_offeringAmountPerShare_"><value>4.225</value></field>
                <field sid="SubOffering_aggregatePrice_"><value>95,839,853.53</value></field>
        </page>
</XFDL>
```

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

FORM SB-2

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Manas Petroleum Corporation

(Name of small business issuer in its charter)

Nevada	**1311**	**91-1918324**
State or jurisdiction of incorporation or organization	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

Bahnhofstrasse 9
6341Baar, Switzerland
Telephone: +41-(44) 718 10 30

(Address and telephone number of principal executive offices)

Bahnhofstrasse 9, 6341Baar, Switzerland
Telephone: +41-(44) 718 10 30

(Address of principal place of business or intended principal place of business)

Steven A. Sanders, Esq.
501 Madison Avenue, New York, New York 10022
Telephone: 212-935-0900

(Name, address and telephone number of agent for service)

Copy of communications to:
Steven A. Sanders, Esq.
William S. Rosenstadt, Esq.
Sanders Ortoli Vaughn-Flam Rosenstadt LLP
501 Madison Avenue
New York, New York 10022
Telephone: 212-935-0900

Approximate date of proposed sale to the public: As soon as practicable after the registration statement becomes effective.

If any securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please 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(c) under the Securities Act, 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, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. [ ]

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee[3]
Common Stock to be offered for resale by selling stockholders upon exercise of warrants and options[1]	22,683,989 (2)	$4.225	95,839,853.53	$2,943
Total Registration Fee				$2,943

(1) An indeterminate number of additional shares of common stock shall be issuable pursuant to Rule 416 to prevent dilution resulting from stock splits, stock dividends or similar transactions and in such an event the number of shares registered shall automatically be increased to cover the additional shares in accordance with Rule 416 under the Securities Act.

(2) Represents the aggregate number of shares of our common stock that may be issued upon the exercise of an aggregate of up to 12,933,989 warrants and 9,750,000 options.

(3) This fee is calculated in accordance with Rule 457(c) of the Securities Act and is estimated for the sole purpose of calculating the registration fee. We will not be selling any of the 22,683,989 common shares that have been included in this registration for resale by the selling stockholders, nor are we advised of a price at which these selling stockholders will sell their shares. We have therefore estimated the price per share for all of the shares to be resold by the selling stockholders for purposes of calculation of the fee to be $4.225 which is the average of the high and low sales price per share of our common stock as reported by the OTC Bulletin Board on November 16, 2007.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON THE DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON THE DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

PROSPECTUS **Subject to Completion**
_____, 2007

Manas Petroleum Corporation
22,683,989 Shares of Common Stock of Manas Petroleum Corporation

_____

This prospectus relates to the resale by certain selling stockholders of Manas Petroleum Corporation of up to 22,683,989 shares of our common stock consisting of:

- up to 9,750,000 shares of our common stock which may be issued upon the exercise of up to 9,750,000 options to purchase shares of our common stock, and
- up to 12,933,989 shares of our common stock which may be issued upon the exercise of up to 12,933,989 warrants.

The selling stockholders may offer and sell all or a portion of the shares of common stock being offered in this prospectus on a continuous or delayed basis. The selling stockholders have advised us that they will sell the shares of common stock from time to time in the open market, on the OTC Bulletin Board, in privately negotiated transactions or a combination of these methods, at market prices prevailing at the time of sale, at prices related to the prevailing market prices, at negotiated prices, or otherwise as described under the section of this prospectus titled "Plan of Distribution". Our common stock is traded on the OTC Bulletin Board under the symbol "MNAP.OB". On November 16, 2007, the closing price of the common stock was $4.20 per share.

We will not receive any proceeds from the resale of shares of our common stock by the selling stockholders. We will pay all of the costs of registering these shares for resale.

Our business is subject to many risks and an investment in our common stock will involve a high degree of risk. You should invest in our common stock only if you can afford to lose your entire investment. You should carefully consider the various Risk Factors described beginning on page 5 of this prospectus before investing in our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offence.

The information in this prospectus is not complete and may be changed. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Please read this prospectus carefully. You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with different information.

The date of this prospectus is _____, 2007.

The following table of contents has been designed to help you find important information contained in this prospectus. We encourage you to read the entire prospectus.

TABLE OF CONTENTS

SUMMARY

As used in this prospectus, the terms "we", "us", and "our" mean Manas Petroleum Corporation and our subsidiaries, unless otherwise indicated.

Our Business

We are in the business of exploring for oil and gas, primarily in Central Asia and the Balkans. In particular, we focus on the exploration of large under-thrust light oil prospects in areas where, though there has often been shallow production, their deeper potential has yet to be evaluated. Upon discovery of sufficient reserves of oil or gas, we intend to exploit such reserves.

We either carry out operations directly or through our participation in a joint venture with a larger and more established oil and gas company to whom we have farmed out the project. We currently have or are involved in projects in the Kyrgyzstan, Albania and Tajikistan and are looking to undertake projects in other areas as well.

Number of Shares Being Offered

This prospectus relates to the resale by certain selling stockholders of Manas Petroleum Corporation of up to 22,683,989 shares of our common stock consisting of:

- up to 9,750,000 shares of our common stock which may be issued upon the exercise of up to 9,750,000 options to purchase shares of our common stock, and
- up to 12,933,989 shares of our common stock which may be issued upon the exercise of up to 12,933,989 warrants.

Number of Shares Outstanding

There were 112,156,488 shares of our common stock issued and outstanding as at November 15, 2007.

Estimated Use of Proceeds

We will not receive any of the proceeds from the sale of the shares of common stock being offered for sale by the selling stockholders. We could receive proceeds of up to $80,130,350, however, if all of the 9,750,000 options and 12,933,989 warrants are exercised. If any or all of the options and warrants are exercised, we will use the proceeds to finance the company´s working capital needs.

Summary of Financial Data

On April 10, 2007, we acquired DWM Petroleum AG (“DWM”) and assumed its business. Just prior to the acquisition, we had no business and were a non-operating shell company. As a result, DWM is treated as the continuing accounting acquirer for accounting and reporting purposes, and our historical financial data prior to the acquisition has been replaced with DWM’s historical financial data prior to the acquisition. On June 24, 2007, we changed our fiscal year end from March 31 to December 31 to match DWM’s historical fiscal year end.

The summarized consolidated financial data presented below is derived from and should be read in conjunction with:

- our unaudited condensed consolidated financial statements for the three-month and nine-month periods ended September 30, 2007 and September 30, 2006, and the period from May 25, 2004 (date of incorporation) to September 30, 2007
- our audited consolidated financial statements for the years ended December 31, 2006 and December 31, 2005, and the period from May 25, 2004 (date of incorporation) to December 31, 2006, and
- the notes to those financial statements which are included elsewhere in this prospectus along with the section entitled "Management's Discussion and Analysis".

	For the three-month period ended September 30, 2007	For the three-month period ended September 30, 2006	For the nine-month period ended September 30, 2007	For the nine-month period ended September 30, 2006	For the year ended December 31, 2006	For the year ended December 31, 2005	For the period from May 25, 2004 (Inception) to September 30, 2007
Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 115,148
Net income/(loss)	$ (3,227,958)	$ (527,298)	$ (8,717,241)	$ (1,576,507)	$ 1,023,957	$ (1,993,932)	$ (13,861,959)
Basic income/(loss) per share	$ (0.0289)	$ (0.0053)	$ (0.0812)	$ (0.0157)	$ 0.0102	$ (0.0200)	$ (0.1012)

	As at September 30, 2007	As at December 31, 2006	As at December 31, 2005
Working Capital	$ 9,982,648	$ 688,193	$ 1,510,421
Total Assets	$ 10,492,841	$ 1,142,779	$ 1,782,165
Total Shareholders’ Equity (Deficit)	$ 9,761,454	$ 28,528	$ (2,373,328)
Accumulated Deficit	$ (10,288,248)	$ (1,571,007)	$ (2,594,964)

RISK FACTORS

GENERAL STATEMENT ABOUT RISKS

An investment in our common stock involves a number of very significant risks. You should carefully consider the following risks and uncertainties in addition to other information in this prospectus in evaluating our company and our business before purchasing shares of our common stock. Our business, operating results and financial condition could be seriously harmed due to any of the following risks. You could lose all or part of your investment due to any of these risks.

RISKS RELATED TO OUR COMPANY

A significant portion of our operations are through our 25% interest in a joint venture that we do not control, and as a result, we may not be able to materially affect the success of that joint venture's operations.

We are participating in an oil and gas exploration project in Kyrgyzstan through our 25% interest in South Petroleum JSC. Santos Limited, an Australian public company that is one of Australia's largest onshore gas producers, holds 70% of South Petroleum through a wholly-owned subsidiary and Kyrgyzneftegas JSC, an operating entity belonging to the Kyrgyz government, holds the remaining 5%. Under a Farm-In Agreement that we entered into with Santos, Santos will carry out certain exploration and development work in connection with this project. While we will be consulted about the project and given reports on its status, most final decisions can be made solely by Santos. Additionally, if Santos completes various acts listed in the Farm-In Agreement, we will be responsible for 30% of any expenditure in excess of $43.5 million that is related to the drilling of exploration and appraisal wells on the licensed land. As a result, the success of our business as well as our potential costs of business partially depend on factors that neither we nor our management control. We cannot assure you that Santos or its subsidiaries, affiliates, agents or management will make decisions concerning this project that are reasonable, profitable or in our best interest.

Our independent auditors have referred to circumstances which might result in substantial doubt about our ability to continue as a going concern, which may hinder our ability to obtain future financing.

We incurred a net loss of $1,023,957 for the year ended December 31, 2006, $1,993,932 for the year ended December 31, 2005 and $3,227,958 for the nine-month period ended September 30, 2007. At September 30, 2007, we had an accumulated deficit of $10,288,248.

These circumstances raise substantial doubt about our ability to continue as a going concern, as described in the explanatory paragraph to our independent auditors' report on our consolidated financial statements for the year ended December 31, 2006, which is included with this prospectus. Although our consolidated financial statements refer to circumstances which might raise substantial doubt about our ability to continue as a going concern, they do not reflect any adjustments that might result if we are unable to continue our business.

We have had negative cash flows from operations, and our current resources are sufficient to fund our operations for up to 7 months. Our business operations may fail if our actual cash requirements exceed our estimates and we are not able to obtain further financing.

We currently spend approximately $600,000 per month on our operations. Unless we raise additional funds, we will be unable to fund our operations with our current resources for the next 7 months.

Our company has had negative cash flows from operations. Since incorporation, we have not earned any revenues from operations, and due to the length of time between the discovery of oil and gas reserves and their exploitation and development, we do not anticipate earning revenues from operation in the near future. To date, we have incurred significant expenses. As at September 30, 2007, we had cash on hand of $10,201,883, of which a minimum of $6,100,000 will be utilized to finance the first phase of our work program in Albania. We cannot assure you that our actual cash requirements will not exceed our estimates, and in any case we will require additional financing to bring our interests into commercial operation, finance working capital, meet our contractual minimum expenditures and pay for operating expenses and capital requirements until we achieve a positive cash flow. Additional capital also may be required in the event we incur any significant unanticipated expenses.
We have historically depended upon capital infusion from the issuance of equity securities to provide the cash needed to fund our operations, but we cannot assure you that we will be able to continue to do so. Our ability to continue in business depends upon our continued ability to obtain significant financing from external sources and the success of our exploration efforts and any production efforts resulting therefrom.

In light of our operating history, we may not be able to obtain additional equity or debt financing on acceptable terms if and when we need it. Even if financing is available, it may not be available on terms that are favorable to us or in sufficient amounts to satisfy our requirements.

If we require, but are unable to obtain, additional financing in the future, we may be unable to implement our business plan and our growth strategies, respond to changing business or economic conditions, withstand adverse operating results, and compete effectively. More importantly, if we are unable to raise further financing when required, our continued operations may have to be scaled down or even ceased and our ability to generate revenues would be negatively affected.

Our lack of diversification increases the risk of an investment in us, and our financial condition and results of operations may deteriorate if we fail to diversify.

Our business focus is on the oil and gas industry in a limited number of properties, primarily in the Kyrgyzstan, Albania and Tajikistan. However, we lack diversification, in terms of both the nature and geographic scope of our business. As a result, we will likely be impacted more acutely by factors affecting our industry or the regions in which we operate than we would if our business were more diversified. If we cannot diversify our operations, our financial condition and results of operations could deteriorate.

We may not effectively manage the growth necessary to execute our business plan.

Our business plan anticipates a significant increase in the number of our strategic partners, equipment suppliers, manufacturers, dealers, distributors and customers. This growth will place significant strain on our current personnel, systems and resources. We expect that we will be required to hire qualified employees to help us manage our growth effectively. We believe that we will also be required to improve our management, technical, information and accounting systems, controls and procedures. We may not be able to maintain the quality of our operations, control our costs, continue complying with all applicable regulations and expand our internal management, technical information and accounting systems to support our desired growth. If we fail to manage our anticipated growth effectively, our business could be adversely affected.

Substantially all of our assets and all of our Directors and officers are outside the United States, with the result that it may be difficult for investors to enforce within the United States any judgments obtained against us or any of our Directors or officers.

Substantially all of our assets are located outside the United States. In addition, a majority of our Directors and officers are nationals and/or residents of countries other than the United States, and all or a substantial portion of such persons' assets are located outside the United States. As a result, it may be difficult for investors to enforce within the United States any judgments obtained against us or our officers or Directors, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state thereof. Consequently, you may be effectively prevented from pursuing remedies under U.S. federal securities laws against them.

Our Articles of Incorporation exculpate our officers and Directors from any liability to our company or our shareholders.

Our Articles of Incorporation contain a provision limiting the liability of our officers and Directors for their acts or failures to act, except for acts involving intentional misconduct, fraud or a knowing violation of law. This limitation on liability may reduce the likelihood of derivative litigation against our officers and Directors and may discourage or deter our shareholders from suing our officers and Directors based upon breaches of their duties to our company.

A decline in the price of our common stock could affect our ability to raise further capital and our ability to continue our normal operations.

Our operations have been financed in large part through the sale of equity securities, and we believe that they will continue to be so financed for some time. A prolonged decline in the price of our common stock could make it difficult for us to raise capital through the sale of our equity securities. Any reduction in our ability to raise equity capital in the future would force us to reallocate funds from other planned uses and could have a significant negative effect on our business plans and operations, including our ability to develop new products and continue our current operations.

The loss of certain key management employees could have a material adverse effect on our business.

The nature of our business, our ability to continue our development of new and innovative products and to develop a competitive edge in our marketplace depends, in large part, on our ability to attract and maintain qualified key personnel. Competition for such personnel is intense, and we cannot assure you that we will be able to attract and retain them. Our development now and in the future will depend on the efforts of key management figures, such as Alexander Becker, our CEO, Peter-Mark Vogel, our CFO, Heinz Scholz, the Chairman of our Board of Directors, Erik Herlyn, our COO, and Yaroslav Bandurak, our CTO. The loss of any of these key people could have a material adverse effect on our business. We do not currently maintain key-man life insurance on any of our key employees.

RISKS ASSOCIATED WITH OUR BUSINESS

Neither we nor our joint venture have discovered any oil and gas reserves, and we cannot assure you that that we or our joint venture ever will.

We are in the business of exploring for oil and natural gas and the development and exploitation of any significant reserves that are found. Oil and gas exploration involves a high degree of risk that the exploration will not yield positive results. These risks are more acute in the early stages of exploration. Neither we nor our joint venture have discovered any reserves, and we cannot guarantee you either of us ever will. Even if either of us succeed in discovering oil or gas reserves, these reserves may not be in commercially viable quantities or locations. Until we or our joint venture discover such reserves, we will not be able to generate any revenues from their exploitation and development. If we are unable to generate revenues from the development and exploitation of oil and gas reserves, we will be forced to change our business or cease operations.

The nature of oils and gas exploration makes the estimates of costs uncertain, and our operations may be adversely affected if we underestimate such costs.

It is difficult to project the costs of implementing an exploratory drilling program. Complicating factors include the inherent uncertainties of drilling in unknown formations, the costs associated with encountering various drilling conditions, such as over-pressured zones and tools lost in the hole, and changes in drilling plans and locations as a result of prior exploratory wells or additional seismic data and interpretations thereof. If we underestimate the costs of such programs, we may be required to seek additional funding, shift resources from other operations or abandon such programs.

Even if we or our joint venture discover and then develop oil and gas reserves, we or our joint venture may have difficulty distributing our production.

If we or our joint venture are able to produce oil and gas, we will have to make arrangements for storage and distribution of that oil and gas. We or our joint venture would have to rely on local infrastructure and the availability of transportation for storage and shipment of oil and gas products, but any readily available infrastructure and storage and transportation facilities may be insufficient or not available at commercially acceptable terms. This could be particularly problematic to the extent that operations are conducted in remote areas that are difficult to access, such as areas that are distant from shipping or pipeline facilities. Furthermore, weather conditions or natural disasters, actions by companies doing business in one or more of the areas in which we or our joint venture will operate, or labor disputes may impair the distribution of oil and gas. These factors may affect the ability to explore and develop properties and to store and transport oil and gas and may increase our or our joint venture's expenses to a degree that has a material adverse effect on operations.

Prices and markets for oil are unpredictable and tend to fluctuate significantly, which could reduce profitability, growth and the value of our business if we or our joint venture ever begin exploitation of reserves.

Our revenues and earnings, if any, will be highly sensitive to the prices of oil and gas. Prices for oil and gas are subject to large fluctuations in response to relatively minor changes in the supply of and demand for oil and gas, market uncertainty and a variety of additional factors beyond our control. These factors include, without limitation, weather conditions, the condition of the global economies, the actions of the Organization of Petroleum Exporting Countries, governmental regulations, political stability in the Middle East and elsewhere, war, or the threat of war, in oil producing regions, the foreign supply of oil, the price of foreign imports and the availability of alternate fuel sources. Significant changes in long-term price outlooks for crude oil could by the time that we or our joint venture start exploiting oil and gas reserves, if we or our joint venture ever discover and exploit such reserves, could have a material adverse effect on revenues as well as the value of licenses or other assets.

Our business will suffer if we cannot obtain or maintain necessary licenses.

Our operations require licenses, permits and in some cases renewals of licenses and permits from various governmental authorities. Among other factors, our and our joint venture's ability to obtain, sustain or renew such licenses and permits on acceptable terms is subject to change in regulations and policies and to the discretion of the applicable governments. Our or our joint venture's inability to obtain, maintain or acquire extensions for these licenses or permits could hamper our ability to produce revenues from operations.

Other oil and gas companies may seek to acquire property leases and licenses that we and our joint venture will need to operate our business. This competition has become increasingly intense as the price of oil on the commodities markets has risen in recent years. This competition may prevent us from obtaining licenses we and our joint venture deem necessary for our businesses, or it may substantially increase the cost of obtaining these licenses.

Amendments to current laws and regulations governing our proposed operations could have a material adverse impact on our proposed business.

We are subject to substantial regulation relating to the exploration for, and the development, upgrading, marketing, pricing, taxation, and transportation of, oil and gas. Amendments to current laws and regulations governing operations and activities of oil and gas exploration and extraction operations could have a material adverse impact on our proposed business. In addition, we cannot assure you that income tax laws, royalty regulations and government incentive programs related to the oil and gas industry generally or to us specifically will not be changed in a manner which may adversely affect us and cause delays, inability to complete or abandonment of projects.

Penalties we may incur could impair our business.

Failure to comply with government regulations could subject us or our joint venture to civil and criminal penalties, could require us or our joint venture to forfeit property rights or licenses, and may affect the value of our assets. We or our joint venture may also be required to take corrective actions, such as installing additional equipment, which could require substantial capital expenditures. We or our joint venture could also be required to indemnify our employees in connection with any expenses or liabilities that they may incur individually in connection with regulatory action against them. As a result, our future business prospects could deteriorate due to regulatory constraints, and our profitability could be impaired by our or our joint venture's obligation to provide such indemnification to our employees.

Our inability to obtain necessary facilities could hamper our operations.

Oil and gas exploration and development activities depend on the availability of equipment, transportation, power and technical support in the particular areas where these activities will be conducted, and our or our joint venture's access to these facilities may be limited. To the extent that we conduct our activities in remote areas or in under-developed markets, needed facilities may not be proximate to our operations or readily available, which will increase our expenses. Demand for such limited equipment and other facilities or access restrictions may affect the availability of such equipment to us and may delay exploration and development activities. The quality and reliability of necessary facilities may also be unpredictable and we may be required to make efforts to standardize our facilities, which may entail unanticipated costs and delays. Shortages or the unavailability of necessary equipment or other facilities will impair our activities, either by delaying our or our joint venture's activities, increasing our costs or otherwise.

Emerging marketsare subject to greater risks than more developed markets, including significant legal, economic and political risks.
In recent years Kyrgyzstan, Albania and Tajikistan have undergone substantial political, economic and social change. As in any emerging market, Kyrgyzstan, Albania and Tajikistan do not possess as sophisticated and efficient business, regulatory, power and transportation infrastructures as generally exist in more developed market economies. Investors in emerging markets should be aware that these markets are subject to greater risks than more developed markets, including in some cases significant legal, economic and political risks. Investors should also note that emerging economies are subject to rapid change and that the information set out herein may become outdated relatively quickly. We cannot predict what economic, political, legal or other changes may occur in these or other emerging markets, but such changes could adversely affect our or our joint venture's ability to carry out exploration and development projects.
Strategic relationships upon which we may rely are subject to change, which may diminish our ability to conduct our operations.

Our ability to successfully acquire additional licenses, to discover reserves, to participate in drilling opportunities and to identify and enter into commercial arrangements depends on developing and maintaining close working relationships with industry participants and government officials and on our ability to select and evaluate suitable properties and to consummate transactions in a highly competitive environment. We may not be able to establish these strategic relationships, or if established, we may not be able to maintain them. In addition, the dynamics of our relationships with strategic partners may require us to incur expenses or undertake activities we would not otherwise be inclined to undertake in order to fulfill our obligations to these partners or maintain our relationships. If our strategic relationships are not established or maintained, our business prospects may be limited, which could diminish our ability to conduct our operations.

Environmental risks may adversely affect our business.

All phases of the oil and gas business present environmental risks and hazards and are subject to environmental regulation pursuant to a variety of laws and regulations. Environmental legislation provides for, among other things, restrictions and prohibitions on spills, releases or emissions of various substances produced in association with oil and gas operations. The legislation also requires that wells and facility sites be operated, maintained, abandoned and reclaimed to the satisfaction of applicable regulatory authorities. Compliance with such legislation can require significant expenditures and a breach may result in the imposition of fines and penalties, some of which may be material. The application of environmental laws to our or our joint venture's business may cause either of us to curtail our production or increase the costs of any production, development or exploration activities.

Losses and liabilities arising from uninsured or under-insured hazards could have a material adverse effect on our business.

If we or our joint venture develop and exploit oil and gas reserves, those operations will be subject to the customary hazards of recovering, transporting and processing hydrocarbons, such as fires, explosions, gaseous leaks, migration of harmful substances, blowouts and oil spills. An accident or error arising from these hazards might result in the loss of equipment or life, as well as injury, property damage or other liability. We have not made a determination as to the amount and type of insurance that we will carry. We cannot assure you that we will obtain insurance on reasonable terms or that any insurance we may obtain will be sufficient to cover any such accident or error. Our operations could be interrupted by natural disasters or other events beyond our control. Losses and liabilities arising from uninsured or under-insured events could have a material adverse effect on our business, financial condition and results of operations.

RISKS ASSOCIATED WITH OUR COMMON STOCK

Sales of a substantial number of shares of our common stock into the public market by the selling stockholders may result in significant downward pressure on the price of our common stock and could affect the ability of our stockholders to realize the current trading price of our common stock.

Our common stock is not presently traded on any securities exchange, although our common shares are quoted on the OTC Bulletin Board. Quotations of our common stock on the OTC Bulletin Board have been sporadic, and trading volume has been low. The sale of a substantial number of shares of our common stock in any public market could cause a reduction in the market price of our common stock. We had 112,156,488 shares of our common stock issued and outstanding as of November 15, 2007. When this registration statement is declared effective and if all of the options and warrants covered by this registration statement vest and are exercised, the selling stockholders may be reselling up to 22,683,989 shares of our common stock and, as a result of this registration statement, a substantial number of our shares of our common stock may be available for immediate resale, which could have an adverse effect on the price of our common stock.

Any significant downward pressure on the price of our common stock as the selling stockholders sell the shares of our common stock could encourage short sales by the selling stockholders or others. Any such short sales could place further downward pressure on the price of our common stock.

There is no active trading market for our common stock, and if a market for our common stock does not develop, our investors will be unable to sell their shares.

There has been a limited trading market for our common stock on the OTC Bulletin Board, and the bid and ask prices for our common stock have fluctuated widely. As a result, a stockholder may find it difficult to dispose of, or to obtain accurate quotations of the price of, our common stock. This severely limits the liquidity of our common stock and has a material adverse effect on the market price for our common stock and on our ability to raise additional capital. An active public market for shares of our common stock may not develop, or if one should develop, it may not be sustained, and as a result, investors may not be able to resell the shares of our common stock that they have purchased and may lose all of their investment.

The price of our common stock may become volatile, which could lead to losses by investors and costly securities litigation.

The trading price of our common stock is likely to be highly volatile and could fluctuate in response to factors such as:

- actual or anticipated variations in our operating results,
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments,
- adoption of new accounting standards affecting our industry,
- additions or departures of key personnel,
- sales of our common stock or other securities in the open market,
- conditions or trends in our industry, and
- other events or factors, many of which are beyond our control.

The stock market has experienced significant price and volume fluctuations, and the market prices of stock in developmental stage companies have been highly volatile. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been initiated against the company. Litigation initiated against us, whether or not successful, could result in substantial costs and diversion of our management's attention and resources, which could harm our business and financial condition.

The exercise of all or any number of outstanding warrants or stock options, the issuance of any annual bonus shares, the award of any additional options, bonus shares or other stock-based awards or any issuance of shares to raise funds or acquire a business may dilute your shares of our common stock.

If the holders of all of the warrants and options included in this prospectus exercise all of their warrants and options, then we would be required to issue an additional 22,683,989 shares of our common stock, which would represent approximately 20.2% of our issued and outstanding shares on November 15, 2007. The exercise of any or all outstanding warrants or options that are exercisable below market price will result in dilution to the interests of other holders of our common stock as the holders may sell some or all of the shares underlying the warrants and options into the public market.

We may in the future grant to some or all of our Directors, officers, insiders, and key employees options to purchase our common shares, bonus shares and other stock based awards as non-cash incentives to those persons. We may grant these options and other stock based awards at exercise prices equal to or less than market prices, and we may grant them when the market for our securities is depressed. The issuance of any equity securities could, and the issuance of any additional shares will, cause our existing shareholders to experience dilution of their ownership interests.

Any additional issuance of shares or decision to enter into joint ventures with other parties to raise financing or acquire other businesses through the sale of equity securities, may dilute our investors' interests in our company, and investors may suffer dilution in their net book value per share depending on the price at which such securities are sold. Such issuance may cause a reduction in the proportionate ownership and voting power of all other shareholders. The dilution may result in a decline in the price of our shares or a change in the control of our company.

Trading of our stock may be restricted by the SEC's penny stock regulations which may limit a stockholder's ability to buy and sell our stock.

The Securities and Exchange Commission has adopted regulations which generally define "penny stock" to be any equity security that has a market price (as defined) of less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors". The term "accredited investor" refers generally to institutions with assets in excess of $5,000,000 or individuals with a net worth in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock.

NASD sales practice requirements may also limit a stockholder's ability to buy and sell our stock.

In addition to the "penny stock" rules described above, the NASD has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, the NASD believes that there is a high probability that speculative low-priced securities will not be suitable for at least some customers. The NASD requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may limit your ability to buy and sell our stock and have an adverse effect on the market for our shares.

Our Directors own approximately 57% of our common stock.

Based on the 112,156,488 shares of common stock that were issued and outstanding as of November 15, 2007, our Directors owned approximately 57% of our outstanding common stock and had the right to exercise options and warrants up to acquire up to 0.7% of our common stock within the next 60 days. As a result, our directors as a group may have a significant effect in delaying, deferring or preventing any potential change in control of our company, be able to strongly influence the actions of our Board of Directors even if they were to cease being our directors and control the outcome of actions brought to our stockholders for approval. Such a high level of ownership may adversely affect the voting and other rights of other stockholders.

We do not expect to pay dividends in the foreseeable future.

We do not intend to declare dividends for the foreseeable future, as we anticipate that we will reinvest any future earnings in the development and growth of our business. Therefore, investors will not receive any funds unless they sell their common stock, and stockholders may be unable to sell their shares on favorable terms or at all. We cannot assure you of a positive return on investment or that you will not lose the entire amount of their investment in our common stock.

FORWARD-LOOKING STATEMENTS

This prospectus and the Registration Statement in which it is included contain forward-looking statements. Forward-looking statements are statements which relate to future events or our future performance, including our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may", "should", "expects", "plans", "anticipates", "believes", "estimates", "predicts", or "potential" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks enumerated in this section entitled "Risk Factors", that may cause our company's or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

While we make these forward-looking statements, and any assumptions upon which they are based, in good faith and reflect our current judgment regarding the direction of our business, actual results will almost always vary, sometimes materially, from any estimates, predictions, projections, assumptions or other future performance suggested in this prospectus and the Registration Statement in which it is included. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

As used in this prospectus, the terms "we", "us", and "our" mean Manas Petroleum Corporation and our subsidiaries, unless otherwise indicated.

SECURITIES AND EXCHANGE COMMISSION'S PUBLIC REFERENCE

You may read and copy any materials filed by us with the Securities and Exchange Commission at the SEC's Public Reference Room at 100 F Street N.E., Room 1580, Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1.800.SEC.0330. The SEC maintains an Internet web site (http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, and you may obtain copies of our electronic filings with the SEC on their website.

THE OFFERING

This prospectus relates to the resale by certain selling stockholders of Manas Petroleum Corporation of up to 22,683,989 shares of our common stock consisting of:

- up to 7,850,000 shares of our common stock which may be issued upon the exercise of up to 7,850,000 options to purchase shares of our common stock at a price of $4.00 per share,
- up to 1,500,000 shares of our common stock which may be issued upon the exercise of up to 1,500,000 options to purchase shares of our common stock at a price of $4.90 per share,
- up to 400,000 shares of our common stock which may be issued upon the exercise of up to 400,000 options to purchase shares of our common stock at a price of $5.50 per share,
- up to 825,227 shares of our common stock which may be issued upon the exercise of up to 825,227 warrants to purchase shares of our common stock at a price of $5.50 per share,
- up to 6,905,043 shares of our common stock which may be issued upon the exercise of up to 6,905,043 warrants to purchase shares of our common stock at a price of $2.00 per share,
- up to 5,170,430 shares of our common stock which may be issued upon the exercise of up to 5,165,076 warrants to purchase shares of our common stock at a price of $4.00 per share,
- up to 33,289 shares of our common stock which may be issued upon the exercise of up to 33,289 warrants to purchase shares of our common stock at a price of $4.50.

The selling stockholders may offer and sell their shares of common stock on a continuous or delayed basis. The selling stockholders have advised us that they will sell the shares of common stock from time to time in the open market, on the OTC Bulletin Board, in privately negotiated transactions or a combination of these methods, at market prices prevailing at the time of sale, at prices related to the prevailing market prices, at negotiated prices, or otherwise as described under the section of this prospectus titled “Plan of Distribution.” Our common stock is traded on the OTC Bulletin Board under the symbol “MNAP.OB.” On November 16, 2007, the closing price of the common stock was $4.20 per share.

We have been advised by the selling shareholders that they may offer to sell all or a portion of the shares of common stock being offered in this prospectus from time to time. We will not receive any proceeds from the resale of shares of our common stock by the selling shareholders, although we would receive proceeds if any of the warrants or options is exercised. We will pay all of the costs of registering the shares being offered for resale under this prospectus.

USE OF PROCEEDS

The shares of common stock offered hereby are being registered for the account of the selling stockholders named in this prospectus. As a result, all proceeds from the sales of the common stock will go to the respective selling stockholders, and we will not receive any proceeds from the resale of the common stock by the selling stockholders. We could receive proceeds of up to $80,130,350, however, if all of the warrants and options are exercised. If any or all of the warrants and options are exercised, we will use the proceeds to fund the company´s working capital.

DETERMINATION OF OFFERING PRICE

We have been advised by the selling shareholders that they may offer to sell all or a portion of the shares of common stock being offered in this prospectus from time to time. As a result, the prices at which the selling shareholders may sell the shares of common stock covered by this prospectus will be determined by the prevailing public market price for shares of common stock or by negotiations in private transactions.

SELLING STOCKHOLDERS

The selling stockholders may offer and sell, from time to time, any or all of the 12,933,989 shares of common stock that may be issued to them upon exercise of the warrants and up to an additional 9,750,000 shares of common stock that may be issued to them upon exercise of the options. The following table sets forth certain information regarding each selling stockholder's beneficial ownership of shares of our common stock of as of November 15, 2007 and the maximum number of shares of common stock covered by this prospectus that may be offered by each selling stockholder. Because the selling stockholders may sell all or only a portion of the 22,683,989 shares of common stock being registered hereby, we cannot estimate the number of these shares of common stock that will be held by the selling stockholders upon termination of the offering. The information in the following table assumes that the selling stockholders will sell all of their shares in the offering.

We issued all of these shares of common stock and granted all of the warrants and options that may be exercised in exchange for these shares of common stock in private placement transactions that were exempt from the registration requirements imposed by the Securities Act of 1933 pursuant to the exemptions provided by Section 4(2) thereof, Regulation S promulgated thereunder and/or Regulation D promulgated thereunder.

Other than the relationships described below, none of the selling stockholders has, nor have they within the past three years had, any material relationship with us.

Name of Selling Stockholder and Position, Office or Material Relationship with Manas	Common Shares owned by the Selling Stockholder [2]	Number of Shares Issuable Upon Exercise of all of the Options and Warrants	Total Shares Registered[3]	Number of Shares Owned by Selling Stockholder After Offering and Percent of Total Issued and Outstanding[1] # of Shares	% of Class
Adelaar, Jay	10,000	10,000	10,000	10,000	*
Aisslinger, Markus	22,222	22,222	22,222	22,222	*
Alvaro, Michael Jose	30,000	15,015	15,015	30,000	*
Arnemann, Max	0	9,272	9,272	0	*
Art Trade Finance Ltd.	0	8,902	8,902	0	*
Asset Protection Fund Ltd.	550,000	550,000	550,000	550,000	*
Aton Ventures Fund Ltd.	250,000	250,000	250,000	250,000	*
Aurora Fund Ltd.	200,000	200,000	200,000	200,000	*
Ballestraz, Eric	42,745	17,222	17,222	42,745	*
Banca Del Gottardo	160,000	160,000	160,000	160,000	*
Bandurak, Yarolslav (4)	1,600,000	1,500,000	1,500,000	1,600,000	1.2%
Bank Sal. Oppenheim jr. & Cie. (Schweiz) AB	400,000	400,000	400,000	400,000	*
Banque de Luxembourg	75,000	75,000	75,000	75,000	*
Barrington-Foote, Joan Anne (5)	10,000	10,000	10,000	10,000	*
Becker, Alexander (6)	17,929,943	1,750,000	1,750,000	17,929,943	13.3%
Beer, Georg	24,420	12,210	12,210	24,420	*
Ben-Natan, Avraham	98,000	50,000	50,000	98,000	*
Bendl, Josef Martin	6,000	6,000	6,000	6,000	*
Berbig, Roger Dr.	155,400	77,700	77,700	155,400	*
Bianchi, Gabriel U.	25,000	25,000	25,000	25,000	*
Bittermann, Harald	15,000	15,000	15,000	15,000	*
Blatti, Frank	148,298	74,148	74,148	74,148	*
Both, Philip	20,000	20,000	20,000	20,000	*
Brox, Andreas	33,312	22,212	22,212	33,312	*
The Calneva Financial Group, Ltd.	100,000	100,000	100,000	100,000	*
Chan, Danny	50,000	50,000	50,000	50,000	*
Clarion Finanz AG	300,000	300,000	300,000	300,000	*
Clearwaters Management	100,000	100,000	100,000	100,000	*
Coglon, Richard	127,000	115,000	115,000	127,000	*
Cooper, Michael	25,000	25,000	25,000	25,000	*
CR Innovations AG	0	140,000	140,000	0	*
Credit Market Investments SARL	0	2,226	2,226	0	*
Curtis Family Trust	100,000	100,000	100,000	100,000	*
Dorval-Dronyk, JoAnne	30,000	30,000	30,000	30,000	*
Ebner, Christa-Gerda	11,049	4,500	4,500	4,500	*
Edwards, Christa	40,000	40,000	40,000	40,000	*
Elmira United Corporation	50,000	50,000	50,000	50,000	*
Engmann, Michael	39,750	25,875	25,875	39,750	*
Engmann, Tobias & Frau Marion	13,986	6,993	6,993	13,986	*
Epsilon Partners Ltd.	50,000	50,000	50,000	50,000	*
Ergas, Morris	30,000	30,000	30,000	30,000	*
Estate of James Grant Morrison	25,000	25,000	25,000	25,000	*
Eternal Viceroy	95,000	95,000	95,000	95,000	
Farlinger, Craig	20,000	20,000	20,000	20,000	*
Feibicke, Rene	52,365	26,169	26,169	52,365	*
Fennewald, Gary	22,200	11,100	11,100	22,200	*
Fischer, Christine and Helmut	23,875	10,000	10,000	10,000	*
Fleischmann, Elke	16,662	11,112	11,112	16,662	*
Flocken, Nicolas	6,000	6,000	6,000	6,000	*
Form, Duri	20,000	20,000	20,000	20,000	*
Frick, Peter	77,148	37,074	37,074	77,148	*
Froehi, Luzia Maria	20,000	20,000	20,000	20,000	*
Gabi, Hans	67,609	10,000	10,000	67,609	*
Gabi, Martin	4,444	4,444	4,444	4,444	*
GAIA Resources Fund	150,000	150,000	150,000	150,000	*
Galaxy Dragon	110,000	110,000	110,000	110,000	*
Gerner, Peter	77,148	37,074	37,074	77,148	*
Global Project Finance AG	500,000	500,000	500,000	500,000	*
G.M. Capital Partners, Ltd.	20,000	347,016	347,016	20,000	*
Gringots Ventures	50,000	50,000	50,000	50,000	*
Hammerl, Armin	11,100	5,500	5,550	11,100	*
Haywood Securities Inc.	0	1,086,597	1,086,597	0	*
HBP-Investment Ltd.	111,111	111,111	111,111	111,111	*
Heaney, Brian	50,000	50,000	50,000	50,000	*
Heechtl, Thomas	11,112	11,112	11,112	11,112	*
Herlyn, Erik (7)	0	400,000	400,000	0	*
Hessler, Georg	58,608	29,304	29,304	58,608	*
Hoffmann, Reinhard & Sonja	20,000	8,900	8,900	20,000	*
Hsu, Chih-Cheng	100,000	100,000	100,000	100,000	*
Hunziker, Peter	77,148	37,074	37,074	77,148	*
Iban Immobilieh AG 8036 Zuerich	100,000	100,000	100,000	100,000	*
Inwentash, Sheldon	200,000	200,000	200,000	200,000	*

Johnson, Ben A. Jr.	200,000	200,000	200,000	200,000	*
Johnson, Bati	14,159	6,500	6,500	14,159	*
Johnson, Michael	25,000	25,000	25,000	25,000	*
JTE Finanz AG	0	68,000	68,000	0	*
JTE Finance Ltd.	140,000	340,000	340,000	140,000	*
Kagerer, Maria	6,000	6,000	6,000	6,000	*
Kathofer, Manuel	70,596	35,298	35,298	70,596	*
Katz, Christian Andre	80,000	80,000	80,000	80,000	*
Kerasiotis, Christopher J.	25,000	25,000	25,000	25,000	*
King, Paul John	50,000	50,000	50,000	50,000	*
Kirchmair, Doris	22,200	11,100	11,100	22,200	*
Koberl, Maximilian	22,200	11,100	11,100	22,200	*
Kozak, Fredrick	15,000	15,000	15,000	15,000	*
Krauss, Ingo	5,556	5,556	5,556	5,556	*
Krieger, Claus-Peter	39,294	19,647	19,647	39,294	*
Kuenzle, Christina	7,497	7,497	7,497	7,497	*
Lesing Nominees Limited	94,563	94,563	94,563	94,563	*
Leutscher, Inge	20,000	20,000	20,000	20,000	*
Liechtensteinische Landesbank AG	50,000	50,000	50,000	50,000	*
Longshore, Bridgitte	25,000	25,000	25,000	25,000	*
Luetkes, Ute	6,000	6,000	6,000	6,000	*
Luetscher, Peter	10,000	10,000	10,000	10,000	*
Lyall, David	100,000	100,000	100,000	100,000	*
Maedel, Barry (8)	100,000	100,000	100,000	100,000	*
Maedel, Neil (9)	800,000	1,500,000	1,500,000	800,000	*
Mancala Mercantile Ltd.	150,000	150,000	150,000	150,000	*
Martin, John	0	26,500	26,500	0	*
Mazzoni, Paolo	125,874	62,937	62,937	125,874	*
McCarroll, Jason	50,000	50,000	50,000	50,000	*
McGinnis, Anne M.	30,000	30,000	30,000	30,000	*
McGinnis, Mark	100,000	100,000	100,000	100,000	*
McKnight, Michael	100,000	100,000	100,000	100,000	*
Meier, Andre	88,800	44,400	44,400	88,800	*
Meier, Roland	11,111	11,111	11,111	11,111	*
Milinkovic, Branko	37,957	13,000	13,000	37,957	*
Moder, Brigitte	20,000	20,000	20,000	20,000	*
Moore, Court	10,000	10,000	10,000	10,000	*
Morrison, Dorothy M.	25,000	25,000	25,000	25,000	*
Moser, Urs		25,000	25,000		*
Muller, Hans Ullrich	693,805	287,268	287,268	693,805	*
Muller, Klaus	27,750	13,875	13,875	27,750	*
Nadathur Fareast Pte Ltd.	55,556	55,556	55,556	55,556	*
Naef, Beat	11,111	11,111	11,111	11,111	*
OLS Ventures LLC	10,000	10,000	10,000	10,000	*
Peck, Keith	100,000	100,000	100,000	100,000	*
Petermeier, Gerhard	55,500	27,750	27,750	55,500	*
Petschke, Fabian Till	23,986	16,993	16,993	23,986	*
Pfeffer, Elisabeth	11,100	5,550	5,550	11,100	*
Power One Capital Corp.	100,000	100,000	100,000	100,000	*
Priesmeyer, Gerd & Gabriele	65,500	37,500	37,750	65,500	*
Ramoser, Helmut	29,082	14,541	14,541	29,082	*
Rechsteiner, Margrit	10,000	10,000	10,000	10,000	*
Rechsteiner, Max	10,000	10,000	10,000	10,000	*
Redrock Strategies Ltd.	25,000	25,000	25,000	25,000	*
Reitbacher, Martha	5,550	2,775	2,775	5,550	*
Rietiker, Stephan	11,111	11,111	11,111	11,111	*
Rippon, Donald	50,000	50,000	50,000	50,000	*
Rohner, Kurt	20,000	20,000	20,000	20,000	*
Ross, Peter	25,000	25,000	25,000	25,000	*
Roxbury Capital Group Ltd.	50,000	50,000	50,000	50,000	*
Rybinsk, John	150,000	150,000	150,000	150,000	*
Sailer, Hermann F.	110,000	110,000	111,000	110,000	*
Salomon, Michael	50,000	50,000	50,000	50,000	*
Sanders, Steven A. (10)	40,000	440,000	40,000	40,000	*
Sausilito Ltd.	50,000	50,000	50,000	50,000	*
Schaeppi, Renato	75,000	75,000	75,000	75,000	*
Schellenberg, Johann R.	2,000	2,000	2,000	2,000	*
Schiller, Werner	7,550	2,000	2,000	7,550	*
Schmidli, Rene	33,330	11,000	11,100	33,300	*
Schmitt, Ludwig	13,986	6,993	6,993	13,986	*
Schoenberger, Stephan	50,000	50,000	50,000	50,000	*
Schneeweis, Urs	5,556	5,556	5,556	5,556	*
Scholz, Heinz (11)	22,736,616	1,750,000	1,750,000	22,736,616	16.9%
Schrutt, Leo Thoma	22,222	22,222	22,222	22,222	*
Schuster, Florian	16,650	8,325	8,325	16,650	*
Schuster, Karl Jun.	20,868	10,434	10,434	20,868	*
Schwaninger, Sonja	118,687	39,100	39,100	118,687	*
Schwaninger, Thomas	574,638	261,063	261,063	574,638	*
Schwarz, Adalbert	64,300	8,800	8,800	64,300	*
Schwarz, Thi Song Oanh	27,000	4,800	4,800	27,000	*
Sen Gupta, Rahul	229,992	120,663	120,663	229,992	*
Shalimar Business S.A.	25,000	25,000	25,000	25,000	*
Sheikh, Asad	30,000	30,000	30,000	30,000	*
Sheikh, Mazhar-Ul-Haq	50,000	50,000	50,000	50,000	*
Sidar, Ludwig	22,654	11,332	11,332	22,654	*

Siebenfoercher, Markus	18,648	9,324	9,324	18,648	*
Simmer, Ruediger	25,086	12,543	12,543	25,086	*
Standard Securities Capital Corporation	0	20,000	20,000	0	*
Steinhuebel, Joachim	133,200	66,600	66,600	133,200	*
Steinmann, Conrad	20,000	20,000	20,000	20,000	*
Stronach, Frank	25,000	25,000	25,000	25,000	*
Sufran Investments Ltd.	50,000	50,000	50,000	50,000	*
Sundar, Jason	50,000	50,000	50,000	50,000	*
Superstep Healthcare Inc.	20,000	20,000	20,000	20,000	*
Tang, Hao (Lawrence)	50,000	50,000	50,000	50,000	*
TC Trading & Consulting AG	22,222	22,222	22,222	22,222	*
Tognetti, John	1,775,000	1,775,000	1,775,000	1,775,000	1.3%
Townshend, Carolyn	50,000	50,000	50,000	50,000	*
Velletta , Michael (12)	2,000,000	1,100,000	1,100,000	2,000,000	1.5%
Vogel, Peter-Mark (13)	17,748,599	1,750,000	1,750,000	17,748,599	13.2%
Weisberg, Paul	25,000	25,000	25,000	25,000	*
Weiss, Conrad A.	0	26,500	26,500	0	*
Walker, Terry	80,080	80,080	80,080	80,080	*
Wiedenkeller, Meret	7,497	7,497	7,497	7,497	*
Wiget, Francois	70,000	70,000	70,000	70,000	*
Winsome Capital Inc.	50,000	50,000	50,000	50,000	*
Wolfl, Sabine	6,550	1,000	1,000	6,550	*
Yardley, Abagail	13,000	13,000	13,000	13,000	*
Ye, Yingchun	25,000	25,000	25,000	25,000	*
Zauner, Thomas	16,100	5,000	5,000	16,100	*
Zemplenyi, Arpad	32,212	22,212	22,212	32,212	*
Total			22,683,989		

*holds less than 1%

(1) Based on 134,840,478 shares of common stock, which includes 112,156,488 shares of common stock issued and outstanding on November 15, 2007 and all 22,683,989 shares of common stock being offered in this prospectus that may be issued upon the exercise of the warrants and options. In determining this amount, we assumed that all 22,683,989 shares included in this prospectus will be sold. If this assumption is incorrect, the number of shares and percentages included in this column will differ from what we have provided.

(2) The number of shares of common stock listed as beneficially owned by such selling stockholder represents the number of shares of common stock currently owned and potentially issuable to such selling stockholder, excluding those shares issuable upon exercise of the warrants and options. For these purposes, any contractual or other restriction on the number of securities the selling stockholder may own at any point have been disregarded.

(3) Represents the total common stock and shares issuable upon exercise of the warrants and options for such stockholder.

(4) Mr. Bandurak is our Chief Technology Officer

(5) Joan Barrington-Foote is the wife of Randle Barrington-Foote, a former director of ours who resigned on April 10, 2007.

(6) Dr. Alexander Becker is one of our Directors and is our Chief Executive Officer.

(7) Erik Herlyn is our Chief Operating Officer.

(8) Barry Maedel is the brother of Neil Maedel, one of our Directors.

(9) Neil Maedel is one of our Directors.

(10) Steven A. Sanders was one of our Directors until April 10, 2007.

(11) Mr. Scholz is the Chairman of our Board of Directors.

(12) Michael Valletta is one of our Directors.

(13) Peter-Mark Vogel is one of our Directors and our Chief Financial Officer.

We may require the selling stockholders to suspend the sales of the securities offered by this prospectus upon the occurrence of any event that makes any statement in this prospectus or the related registration statement untrue in any material respect or that requires the changing of statements in these documents to make statements in those documents not misleading.

PLAN OF DISTRIBUTION

The selling stockholders may, from time to time, sell all or a portion of the shares of common stock on any market upon which the common stock may be quoted, in privately negotiated transactions or otherwise. Such sales may be at fixed prices prevailing at the time of sale, at prices related to the market prices or at negotiated prices. The shares of common stock offered for resale by this prospectus, including the shares of common stock that may be issued upon exercise of the warrants and options, may be sold by the selling stockholders by one or more of the following methods, without limitation:

- block trades in which the broker or dealer so engaged will attempt to sell the shares of common stock as agent but may position and resell a portion of the block as principal to facilitate the transaction,
- purchases by broker or dealer as principal and resale by the broker or dealer for its account pursuant to this prospectus,
- an exchange distribution in accordance with the rules of the exchange,
- ordinary brokerage transactions and transactions in which the broker solicits purchasers,
- privately negotiated transactions, and
- a combination of any of the aforementioned methods of sale.

The shares may also be sold in compliance with the Securities and Exchange Commission's Rule 144.

In the event of the transfer by any selling stockholder of his or her shares to any pledgee, donee or other transferee, we will either: (i) amend this prospectus and the registration statement of which this prospectus forms a part by the filing of a post-effective amendment to have the pledgee, donee or other transferee in place of the selling stockholder who has transferred his or her shares; or (ii) if appropriate, file a Rule 424 prospectus supplement disclosing the pledgee, donee or other transferee in place of the selling stockholder who has transferred his or her shares.

In effecting sales, brokers and dealers engaged by the selling stockholders may arrange for other brokers or dealers to participate. Brokers or dealers may receive commissions or discounts from the selling stockholders or, if any of the broker-dealers act as an agent for the purchaser of such shares, from the purchaser in amounts to be negotiated which are not expected to exceed those customary in the types of transactions involved. Broker-dealers may agree with the selling stockholders to sell a specified number of the shares of common stock at a stipulated price per share. Such an agreement may also require the broker-dealer to purchase as principal any unsold shares of common stock at the price required to fulfill the broker-dealer commitment to the selling stockholders if such broker-dealer is unable to sell the shares on behalf of the selling stockholders. Broker-dealers who acquire shares of common stock as principal may thereafter resell the shares of common stock from time to time in transactions which may involve block transactions and sales to and through other broker-dealers, including transactions of the nature described above. Such sales by a broker-dealer could be at prices and on terms then prevailing at the time of sale, at prices related to the then-current market price or in negotiated transactions. In connection with such resales, the broker-dealer may pay to or receive from the purchasers of the shares, commissions as described above.

The selling stockholders and any broker-dealers or agents that participate with the selling stockholders in the sale of the shares of common stock may be deemed to be "underwriters" within the meaning of the Securities Act of 1933 in connection with these sales. In that event, any commissions received by the broker-dealers or agents and any profit on the resale of the shares of common stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act of 1933.

From time to time, the selling stockholders may pledge their shares of common stock pursuant to the margin provisions of their customer agreements with their brokers. Upon a default by a selling stockholder, the broker may offer and sell the pledged shares of common stock from time to time. Upon a sale of the shares of common stock, the selling stockholders intend to comply with the prospectus delivery requirements, under the Securities Act, by delivering a prospectus to each purchaser in the transaction. We intend to file any amendments or other necessary documents in compliance with the Securities Act which may be required in the event any selling stockholder defaults under any customer agreement with brokers.

To the extent required under the Securities Act, a post effective amendment to this registration statement will be filed, disclosing the name of any broker-dealers, the number of shares of common stock involved, the price at which the common stock is to be sold, the commissions paid or discounts or concessions allowed to such broker-dealers, where applicable, that such broker-dealers did not conduct any investigation to verify the information set out in this prospectus and other facts material to the transaction.

We and the selling stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations under it, including, without limitation, Rule 10b-5 and, insofar as the selling stockholders are distribution participants and we, under certain circumstances, may be a distribution participant, under Regulation M. All of the foregoing may affect the marketability of the common stock.

All expenses of the registration statement including, but not limited to, legal, accounting, printing and mailing fees are and will be borne by us. Any commissions, discounts or other fees payable to brokers or dealers in connection with any sale of the shares of common stock will be borne by the selling stockholders, the purchasers participating in such transaction, or both.

Any shares of common stock covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act of 1933 may be sold under Rule 144 rather than pursuant to this prospectus.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Island Stock Transfer. Their address is 100 First Avenue South Suite 287 St. Petersburg, Florida 33701.

We may require the selling stockholders to suspend the sales of the securities offered by this prospectus upon the occurrence of any event that makes any statement in this prospectus or the related registration statement untrue in any material respect or that requires the changing of statements in these documents to make statements in those documents not misleading.

LEGAL PROCEEDINGS

We are not aware of any legal proceedings contemplated by any governmental authority or any other party involving us or our properties. None of our directors, officers or affiliates is a party adverse to us in any legal proceeding or has an adverse interest to us in any legal proceedings. We are not aware of any other legal proceedings pending or that have been threatened against us or our properties.

LEGAL MATTERS

The validity of the shares of common stock offered by the selling stockholders was passed upon by the law firm of Sanders Ortoli Vaughn-Flam & Rosenstadt LLP.

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Our Directors and Executive Officers

All Directors of our company hold office until the next annual meeting of the stockholders or until their successors have been elected and qualified. Our Board of Directors appoints our officers, and they hold office until their death, resignation or removal from office. Our Directors and executive officers, their ages, positions held, and duration as such, are as follows:

Name	Position Held with the Company	Age	Date First Elected or Appointed
Heinz Scholz	Chairman of the Board	65	April 10, 2007
Alexander Becker	Director, Chief Executive Officer	48	April 10, 2007
Peter-Mark Vogel	Director, Chief Financial Officer	43	April 10, 2007
Michael Velletta	Director	51	April 10, 2007
Neil Maedel	Director	49	June 1, 2007
Yaroslav Bandurak	Chief Technology Officer	36	April 10, 2007
Erik Herlyn	Chief Operating Officer	39	June 25, 2007

Business Experience

Heinz Jurgen Scholz, Chairman. Mr. Scholz earned his Engineering degree in 1975 and MSc equivalent in Physics in 1979 at University (Bremen) Engineer for Electro Technology, University for Technology (Bremen). From 1979 to 1996, he was the CEO and Chairman of the Board of HS Ingenieur Planung GmbH whose main focus was the planning and development of factories in the former Soviet Union. HS Ingenieur Planung GmbH also developed various projects on behalf of major international companies in the Middle East. Under his direction, HS Ingenieur Planung GmbH supplied a telecommunications network and production-facilities in the Soviet Union. HS Ingenieur Planung GmbH also negotiated the sale of the Russian army's East German telecommunication network to Deutsche Telekom, Germany. In the Soviet Union, HS Ingenieur Planung GmbH also built a housing development project for the Russian army near Moscow. Since 1994, he has held the position of CEO and Chairman of the Board of Varuna AG. Varuna's objective is the investment and exploration of natural resources in the CIS States and Brazil. Since 2004, he has acted as the CEO and Chairman of the Board for DWM Petroleum AG, which deals in the exploration, exploitation and the trade of raw-materials.

Alexander Becker, Director, Chief Executive Officer. Dr. Becker received his PhD from Frunze, USSR Academy of Science in 1987 and his MSc from Tomsk University, USSR, in 1982 specializing in structural geology and tectonophysics focus petroleum exploration tectonics, stratigraphy and regional geology of Central Asia. He is the former President of Textonic Consulting from 1998 to 2006 and Cadima Pacific Petroleum from 2000 to 2006. Dr. Becker was Vice President of Exploration of Apex Asia from 1995 to 1997 and a former researcher at the Ramon Science Center, Ben-Gurion University of the Negev (Israel) from 1990 to 1997. From 1982 to 1990, Dr. Becker was the chief geologist of a mapping division of North-Kyrgyz Geological Expedition, Ministry of Geology, USSR. He has published papers in the Journal of Structural Geology, Tectonophysics, Geology, Bulletin of American Geological Society, International Geology Review, and Journal of Hydrology. He was awarded the Peres Greder Prize from the Israel Geological Society in 1995. In 1988 and 1989, Dr. Becker won the award of Best Mapping Geologist of Kyrgyzstan.

Peter-Mark Vogel, Director, Chief Financial Officer. Mr. Vogel received his degree in Business Administration and Economics from the University of Zurich, Switzerland in 1992. He received his MBA from the University of Chicago, Graduate School of Business in 2003. Mr. Vogel was employed as a CFA, senior financial analyst at Bank Sal. Oppenheim, Zürich, Switzerland from 2000 to July 2005. He was Vice President of the HSBC Research Department in Guyerzeller, Zurich, Switzerland from 1999 to 2000. From 1998 to 1999, he was Vice President of the Research Department Orbitex Finance. He was a Portfolio Manager and Assistant to the Bank's Executive Committee for SocieteGenerale from 1995 to 1998. He was Assistant Vice President of SocieteGenerale, Zurich, Switzerland from 1995 to 1998. From 1993 to 1995 he was the Finance and Regulatory Associate and Regulatory Analyst at Merrill Lynch Capital Markets. He has been a member of the Swiss Society of Investment Professionals (SSIP) since 1999 and a member of the CFA Institute, formerly Association of Investment Management and Research (AIMR), since 1999.

Michael Valletta, Director. Mr. Velletta received his LLB degree in Law from the University of Victoria in 1989. In 1990, he was called to the Bar of British Columbia, Canada and presented to the Supreme Court of British Columbia as a Barrister and Solicitor. In addition to engaging in the private practice of law with the law firm of Velletta & Company, Barristers, Solicitors & Notaries, Mr. Velletta serves as a Governor of the Trial Lawyers Association of British Columbia, is a member of the Canadian Bar Association and the International Institute of Business Advisors. Mr. Velletta serves on the Board of Directors of several corporations and is a Governor of the University Canada West Foundation. Mr. Valletta's law practice focuses on corporate and commercial law and commercial litigation.

Neil Maedel, Director. From October 2004 to December 2006, Mr. Maedel was a consultant to Eden Energy Corp, a reporting issuer trading on the OTC Bulletin Board, where he assisted in the structuring and completion of various equity and debt financings and building the company's shareholder base. From October 2003 to August 2004, Mr. Maedel was employed as a research consultant by GM Capital Partners, Ltd. where he evaluated international financial markets and specific companies in the resource sector. From December 2001 to September 2003, he was employed by American Trade and Finance, as Director of Research where he evaluated the broad markets and companies in the resource sector.

Yaroslav Mihailovich Bandurak, Chief Technology Officer. Mr. Bandurak received his college degree from Lvov State University in Lvov, Ukraine, where he subsequently served as a member of the Geology Faculty from 1989 to 1995. He was the Chief Geologist of Textonic from 2003 to 2004 and Chief Geologist of Cadima Petroleum from 2001 to 2003. He was a Geologist for Action Hydrocarbons from 2000 to 2001 and the Chief Geologist for South Kyrgyz Geological Expedition from 1995 to 2000.

Erik Edzard Herlyn, Chief Operating Officer. Mr. Herlyn earned his Bachelor of Science at Trinity University Dublin in 1994 and his University degree in Production Engineering at the University of Bremen in 1996. From 1996 to 1999, he worked for Varuna AG in Baar, Switzerland. Varuna's objective was the investment and exploration of natural resources in the CIS States and Brazil. From 1999 to 2001, Mr. Herlyn worked as a consultant in the petroleum processing industry. Mr. Herlyn provided support for major oil companies in the Americas and Arabic countries in strategic, technical and financial projects. From 2001to 2006, Mr. Herlyn worked for BearingPoint Management Consulting, formerly KPMG Consulting. Part of his responsibility was the realization of major projects in the finance and petroleum industry. Erik Herlyn was Head of BearingPoint's insurance department in Switzerland. From 2006 to 2007, Mr. Herlyn worked for Capgemini Consulting in Switzerland. Mr. Herlyn was Head of the insurance department in Switzerland.

Family Relationships

There are no family relationships between any Director, executive officer or significant employee.

Committees of the Board

Our Board of Directors has the authority to appoint committees to perform certain management and administration functions. Currently, we do not have an independent audit committee, stock option committee, compensation committee or nominating committee and do not have an audit committee financial expert. Our Board of Directors currently intends to appoint various committees in the near future.

Involvement in Certain Legal Proceedings

Our Directors, executive officers and control persons have not been involved in any of the following events during the past five years:

- any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time,
- any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offences),
- being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities, or
- being found by a court of competent jurisdiction (in a civil action), the Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated.

Audit Committee

As our company is relatively small and a developmental company, we have neither an audit committee of the Board of Directors nor an "audit committee financial expert", as such term is defined under the Securities Exchange Act. We believe that the members of our Board of Directors are collectively capable of analyzing and evaluating our financial statements and understanding our internal controls and procedures, including those pertaining to financial reporting. In addition, we believe that retaining an independent Director who would qualify as an "audit committee financial expert" would be overly costly and burdensome and is not warranted in light of our current size.

Code of Ethics

On May 1, 2007, our Board of Directors adopted a code of business conduct and ethics policy, the "Code of Ethics". The adoption of the Code of Ethics allows us to focus our Board of Directors and each Director and officer on areas of ethical risk, provide guidance to Directors to help them recognize and deal with ethical issues, provide mechanisms to report unethical conduct and help foster a culture of honesty and accountability.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Principal Stockholders

The following table sets forth, as of November 15, 2007, certain information with respect to the beneficial ownership of our common stock by each stockholder known by us to be the beneficial owner of more than 5% of our common stock and by each of our current Directors, our chief executive officer and our four most highly compensated executive officers (other than our chief executive officer) as at December 31, 2006. Each person has sole voting and investment power with respect to the shares of common stock, except as otherwise indicated. Beneficial ownership consists of a direct interest in the shares of common stock, except as otherwise indicated.

Name and Address of Beneficial Owner(s)	Shares of Common Stock Beneficially Owned [1]	Percentage[2]
Heinz J. Scholz Chairman of the Board Seegartenstrasse 45 8810 Horgen, Switzerland	23,184,276	20.6%
Alexander Becker Chief Executive Officer, Director 1051 Brickley Close Sidney B.C., Canada	18,513,276	16.4%
Peter-Mark Vogel Chief Financial Officer, Director Roosweidstrasse 3 8810 Wollerau, Switzerland	18,331,932	16.2%
Michael Velletta Director 4th Floor, 931 Fort Street Victoria B.C. V8V 3K3 Canada [3]	2,275,000	2.0%
Yaroslav Bandurak Chief Technology Officer Moskovskaya Street, H 86/Ap. 38 920020 Bishkek, Kyrgyzstan	1,975,000	1.8%
Neil Maedel Director Jasmine House / Port New Providence Nassau, Bahamas	1,175,000	1.0%
Erik Herlyn Chief Operating Officer Am Rain 11 5210 Windisch, Switzerland	100,000	*
Randle Barrington-Foote Chief Executive Officer, Director 3950 Hillcrest Avenue North Vancouver, Canada V7R 4B6(4)	-	*
Richard Brown Chief Financial Officer, Director 83 Hillside Avenue West Toronto, Canada M5p 1G2 (4)	-	*
Steven Sanders Secretary, Director 501 Madison Avenue New York, N.Y. 10022 (4)	140,000	*
All executive officers and directors as a group	65,554,484	57.4%

(1) Includes shares underlying options that have vested and not been exercised and shares underlying options that will vest within the next 60 days. Does not include options granted that will not vest within sixty days.
(2) These percentage calculations are based on 112,156,488 shares outstanding as of November 15, 2007 plus shares underlying options that have vested and not been exercised and shares underlying options that will vest within the next 60 days relating to a particular director or officer and, where applicable, the directors and executive officers as a group.
(3) Includes shares held by Velletta Resources & Technology Corp. of which Mr. Valletta has dispositive and voting control.
(4) Each of these directors and officers resigned their respective positions on April 10, 2007 when we acquired DWM Petroleum AG and assumed DWM's business as our own.

* less than 1%

Changes in Control

We are unaware of any contract or other arrangement the operation of which may at a subsequent date result in a change of control of our company.

DESCRIPTION OF SECURITIES

General

We are authorized to issue 300,000,000 shares of common stock, par value $0.001 per share and no shares of preferred stock. The authorized shares of our common stock are available for issuance without further action by our shareholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded. If the approval of our shareholders is not required, our Board of Directors may determine not to seek stockholder approval.

As of November 15, 2007, there were 112,156,488 shares issued and outstanding held by 292 holders of record. All such shares are validly issued, fully paid and non-assessable.

Voting Rights

Each share of common stock entitles the holder thereof to one non-cumulative vote, either in person or by proxy, at meetings of shareholders. Because holders of common stock do not have cumulative voting rights and a majority of votes shall authorize any corporate action except the election of directors who may be elected by a plurality vote, holders of more than fifty percent, and in some cases less than 50%, of the issued and outstanding shares of common stock can elect all of our directors.

Dividend Policy

All shares of common stock are entitled to participate in dividends when and as declared by our Board of Directors out of the funds legally available therefore. Any such dividends may be paid in cash, property or additional shares of common stock. We have not paid any dividends since our inception and presently anticipate that all earnings, if any, will be retained for development of our business and that no dividends on the shares of common stock will be declared in the foreseeable future. Payment of future dividends will be subject to the discretion of our Board of Directors and will depend upon, among other things, future earnings, our operating and financial condition, our capital requirements, general business conditions, and other pertinent facts including the size of our liabilities, assets and expected debts after the payment of a dividend. Therefore, we cannot assure you that any dividends on the common stock will be paid in the future.

Miscellaneous Rights and Provisions

Shareholders of our common stock have no preemptive or other subscription rights, conversion rights, redemption or sinking fund provisions. In the event of our liquidation or dissolution, whether voluntary or involuntary, each share of common stock is entitled to share ratably in any assets available for distribution to holders of our equity after satisfaction of all liabilities, subject to the rights of holders of preferred stock, if any such preferred shareholders should exist at the time of such liquidation or dissolution.

INTEREST OF NAMED EXPERTS AND COUNSEL

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis or had, or is to receive, in connection with the offering, a substantial interest, directly or indirectly, in the registrant or any of its parents or subsidiaries. Nor was any such person connected with the registrant or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, Director, officer or employee.

EXPERTS

The consolidated financial statements of Manas Petroleum Corporation as of December 31, 2006 and 2005, and for each of the two years in the period ended December 31, 2006 and for the period from May 25, 2004 (date of incorporation) to December 31, 2006 included in this prospectus have been audited by Deloitte AG, an independent registered public accounting firm, as stated in their report appearing herein and elsewhere in the Registration Statement of which the prospectus forms a part (which report expresses an unqualified opinion on the consolidated financial statements and includes an explanatory paragraph referring to the preparation of the consolidated financial statements assuming that DWM Petroleum AG's will continue as a going concern), and have been so included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

DISCLOSURE OF SEC POSITION OF INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Nevada corporation law provides that 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.

Nevada corporation law also provides that 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, 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.

Our Bylaws require us to indemnify any present and former Directors, officers, employees, agents, partners, trustees and each person who serves in any such capacities at our request against all costs, expenses, judgments, penalties, fines, liabilities and all amounts paid in settlement reasonably incurred by such persons in connection with any threatened, pending or completed action, action, suit or proceeding brought against such person by reason of the fact that such person was a Director, officer, employee, agent, partner or trustees of our company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to Directors, officers and controlling persons of our company under Nevada law or otherwise, our company has been advised that the opinion of the Securities and Exchange Commission is that such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

DESCRIPTION OF BUSINESS

General Overview

We are a development stage company whose growth strategy is focused on petroleum exploration and development primarily in selected Central Asian countries of the former Soviet Union and in the Balkan region. We intend to acquire or explore oil and gas resources either through our own operations or through participation in focused partnerships and joint ventures.

We have no operating income and, as a result, depend upon continued funding from other sources to continue operations and to implement our growth strategy.

Corporate History

We were incorporated in the State of Nevada on July 9, 1998 under the name “Express Systems Corporation”. At that time, we intended to pursue a business of "hot-swap" technology. However, we never pursued this business plan as we determined significant capital was required and the market had become saturated with product. In January 2001, we made a down payment of $60,000 on software and a license to use the software to enter into the area of internet gaming. We tried to raise additional money to pursue our business plan, but the vendor of the license and software went out of business before we could implement the business plan.

In October 2002, we entered into the business of generating and selling e-mail leads. We did this by entering into an oral agreement with Blackstone Holdings to jointly develop Masterlist, Inc., a business that Blackstone Holdings had created. To further such development, we loaned $25,000 to Blackstone for the purpose of having a Masterlist employee trained in the business. Subsequent to the loan, Blackstone determined that it could no longer operate its business and agreed to transfer control shares of Masterlist to us in consideration of the forgiveness of the $25,000 debt. On November 27, 2002, we purchased from Blackstone Holdings all of the outstanding shares of Masterlist, Inc. At this time, our business became the business of Masterlist, Inc. which was advertising on the internet and selling opt-in lead generation lists.

In December 2006, we enacted a 2:1 forward split whereby each of our shareholders received one share of common stock for each share of common stock that such shareholder had held.

On April 10, 2007, we changed our business to its current operations pursuant to a share exchange agreement, dated November 23, 2006, by and among us and DWM Petroleum AG (“DWM”) and the shareholders of DWM. Under the share exchange agreement, DWM shareholders received 80,000,000 shares of our common stock, equal to 79.9% of our outstanding common stock at the time, in exchange for 100% of the shares of DWM. The share exchange agreement also required us to issue an aggregate of 500,000 shares of our common stock over time to the former DWM shareholders for every 50 million barrels of P50 oil reserves net to us from exploration in Kyrgyzstan and Albanian up to a maximum of 2.5 billion barrels of P50 oil reserves. At our option, this obligation may be extended to additional properties that are acquired through the actions of the former DWM shareholders.

As a pre-condition to this share exchange, the DWM shareholders entered into lock up agreements pursuant to which they restricted their ability to dispose of the shares they received in the exchange. Each DWM shareholder who was an affiliate of DWM entered into a lock up agreement with us pursuant to which that shareholder agreed to restrict sales of our common stock held by such affiliate until April 10, 2010, provided that from December 10, 2008 the affiliate may sell up to 3% of the our shares held by it in any three month period. Each DWM shareholder who was not an affiliate of DWM entered into a lock up agreement with us pursuant to which that shareholder agreed to restrict sales of our common stock held by that shareholder until October 10, 2008, provided that beginning on April 10, 2008 that shareholder may sell up to 50% of the our shares held by him in any three month period subject to Rule 144 under the Securities Act or other such exemption from registration as may be the case.

As another pre-condition of this share exchange, we changed our articles of incorporation on April 2, 2007 to increase the authorized capital of the company from 25,000,000 to 300,000,000 and to change our name to “Manas Petroleum Corporation”. Additionally on April 10, 2007, our Directors, Messrs. Randle Barrington-Foote, Rick Brown and Steven A. Sanders, all resigned and were replaced by Messrs. Heinz Scholz, Alexander Becker, Peter-Mark Vogel and Michael Valletta. Existing officers of DWM were appointed Chairman of the Board, Chief Executive Officer, Chief Financial Officer, Secretary and Chief Technology Officer.

On April 10, 2007 and as a condition to the share exchange with the DWM shareholders, we completed a private placement of 10,330,152 Units. Each “Unit” consisted of one share of Company common stock, 50% warrant coverage in Series A warrants which are exercisable for one share of common stock at $2 per share for two years, and 50% warrant coverage for Series B warrants which are exercisable for one share of common stock at $4 per share for three years. Commissions paid in connection with this offering totaled $607,114.60 and 1,734,613 warrants exercisable at $2.00 until April 10, 2010.

Immediately prior to the effective time of the share exchange, we had 20,110,400 outstanding shares of common stock. In the share exchange, all the shares of DWM common stock were exchanged for 80,000,000 shares of our common stock. As a result of the 80,000,000 shares of common stock issued to the former DWM shareholders pursuant to the share exchange and the sale of 10,330,152 Units and commissions and finders fees related thereto, there were 111,240,552 shares of common stock outstanding upon completion of the share exchange and the private placement, of which our former shareholders held approximately 18.1%, the former DWM shareholders held approximately 71.9% and the investors acquiring shares through the private placement held approximately 9.3%.

Contemporaneously with the share exchange, we sold our wholly-owned subsidiary, Masterlist, Inc. to its sole employee for a nominal cash payment and five annual payments equal to 5% of the gross sales of Masterlist, Inc. for each respective year. Upon completion of the share exchange, DMW became our wholly-owned subsidiary. DMW has one subsidiary, CJSC Somon Oil, a company incorporated in Tajikistan, and a 25% interest in CJSC South Petroleum Company, a company incorporated in the Kyrgyz Republic.

We have not been in any bankruptcy, receivership or similar proceedings since incorporation. Prior to our acquisition of DWM Petroleum AG and excluding our purchase of Masterlist, Inc., we had not had any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business.

Our Business

Manas Petroleum Corporation's subsidiary, DWM Petroleum AG, is a Swiss registered company based in Baar, Switzerland. The company was founded in 2004 to focus on the exploration of oil and gas in Central Asia. On April 7, 2004, DWM Petroleum AG acquired a 90% interest in the Joint Stock Company South Petroleum Company ("SPC") in Kyrgyzstan. Between April 2004 and August 2006, SPC was awarded six exploration licenses in Kyrgyzstan. On June 28, 2006, DWM and Anawak LLC founded CJSC Somon Oil in Tajikistan. Recently, we have expanded the area of our geographic interest to include the Balkans and Latin America.

We focus on the exploration of large under-thrust light oil prospects in areas where, though there has often been shallow production, their deeper potential has yet to be evaluated. Upon discovery of sufficient reserves of oil or gas, we intend to exploit such reserves. While primarily focusing on certain geographic regions, we seek take opportunistic advantage of projects outside these regions that come to our attention on favorable terms. We believe that some of our strengths that differentiate us from our competitors include:

- our extensive personal network among public officials and private employees in the oil and gas industry in the Commonwealth of Independent States, the Balkan and other countries,
- an ability to increase value through exploration of known structures,
- our goal to explore structures identified by previous geological research that we believe were overlooked and
- our command of modern geological knowledge and new concepts implemented to existing seismic and well data bases.

We either carry out our operations directly or through our participation in joint ventures with larger and more established oil and gas companies to whom we farm out the projects. We currently have or are involved in projects in Kyrgyzstan, Albania and Tajikistan and are looking to undertake projects in other areas as well. Included below is a description of those projects.

Kyrgyzstan

Our oil and gas exploration project in Kyrgyzstan is carried out by our joint venture with Santos International Holdings PTY Limited and a Kyrgyz government entity. This joint venture has five exploration licenses that cover a total area of approximately 569,578 acres (or 2,305 km2).

South Petroleum

We do not outright own the five exploration licenses in Kyrgyzstan or carry out the oil and gas exploration projects covered by those licenses. Rather, our participation in these projects is through our 25% interest in Joint Stock Company South Petroleum Company ("South Petroleum"). South Petroleum was incorporated as a Kyrgyz company on April 7, 2004, and at that time, DWM Petroleum AG, our wholly-owned subsidiary, had a 90% ownership in South Petroleum and the Kyrgyz government, through its operating entity Kyrgyzneftegas JSC, owned the other 10%. We currently have a 25% interest in South Petroleum, Santos International Operations PTY Ltd. has a 70% interest and Krygyzneftgaz has a 5% interest.

Farm-In Agreement

On October 4, 2006, we agreed to sell a 70% interest in South Petroleum to Santos International Operations PTY Ltd., an Australian Company ("Santos") that is a wholly-owned subsidiary of Santos Limited, one of Australia's largest onshore gas producers and listed on the Australian Securities Exchange. We sold the 70% interest in South Petroleum in exchange for an upfront cash payment of $4 million and their agreement to fund and carry out petroleum exploration and appraisal activities as detailed in a two phase Work Program set out in a Farm-In Agreement signed with Santos (the "Farm-In Agreement"). If Santos enters into Phase 2 of the Work Program, then we will receive Santos shares in the equivalent value of $1 million, as of the share price of Santos at November 13, 2006. The overall expenditures by Santos for Work Program Phase 1 ($11.5 million) and Phase 2 ($42 million) is $53.5 million. Santos will be responsible for general administration and office overhead costs that will be incurred by Santos in undertaking the Phase 1 and Phase 2 Work Programs estimated at $1,000,000 per year, and these expenses will not be part of the $53.5 million in exploration and development expenditures incurred by Santos for Phase 1 and Phase 2 Work Programs. Further details on the Work Programs are as follows:

- The operations of the Phase 1 Work Program include the undertaking of geological studies at an estimated cost of $500,000, the reprocessing of up to 5,000 kilometers of 2D seismic, if available and of high enough quality, at an estimated expenditure of $1,000,000 and the acquisition and processing of either 1,000 kilometers of 2D seismic or a combination of 2D seismic and 3D seismic, up to a maximum expenditure of $10,000,000. Santos has until October 4, 2009 to complete the Phase 1 Work Program. Although there are no penalties to Santos if it does not start the program in the allotted time frame, if Santos fails to complete the Phase 1 Work Program on time, we may require it to transfer its shares in South Petroleum back to us. Within 60 days of the completion of the Phase 1 Work Program, Santos may withdraw from the Farm-In Agreement.
- The operations in the Phase 2 Work Program include the drilling of three exploration and three appraisal wells with a maximum expenditure of $7,000,000 per well. In the event Santos spends in excess of $43 million on the exploration and appraisal wells, we are required to pay 30% of the excess expenditure. Santos will consult with, and endeavor to reach agreement with, us on the location of the wells to be drilled in the Phase 2 Work Program. In the event that we are unable to agree on any such location, Santos will have the right to determine that location. Santos will use its best efforts to commence the drilling of the first exploration well in the Phase 2 Work Program as soon as practicable after the commencement of Phase 2 Work Period (and in any event by no later than 12 months after that commencement) and commence the drilling of the second exploration well in the Phase 2 Work Program by not later than 12 months following the completion of the drilling of the first exploration well. There is no penalty if Santos does not meet the scheduled time table. Within 60 days of the completion of the drilling of the second exploration well, Santos may withdraw from the Farm-In Agreement.

In connection with the Farm-In Agreement we entered into a Majority Shareholders' Agreement on November 16, 2006 with Santos governing our respective holdings in South Petroleum that will remain in effect until Santos withdraws from the Farm-In Agreement under the terms prescribed therein or ceases to be a shareholder in South Petroleum.

Share Purchase Agreement

On December 7, 2006, we entered into an agreement with Kyrgyzneftgaz to purchase half of their 10% interest in JSC South Petroleum Company for approximately $241,375 (KGS 10,005,000). At title transfer, we paid approximately $48,372 (KGS2,005,0000), and we must pay approximately $193,003 (KGS8,000,000) by December 7, 2007. After the sale to Santos of 70% through the Farm-In Agreement and the completion of share purchase from Kyrgyzneftgaz, we own 25% of South Petroleum, Santos owns 70% and Kyrgyzneftgaz owns the remaining 5%.

Licenses

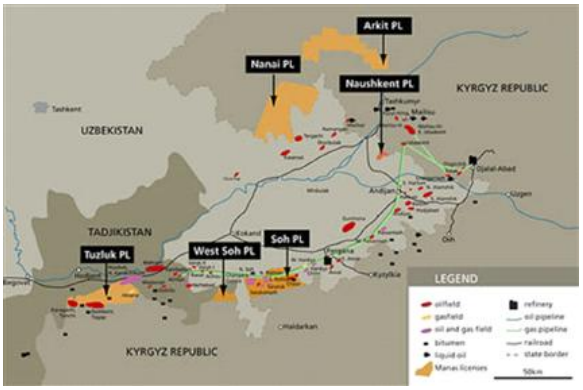
South Petroleum has five exploration licenses that cover a total area of approximately 569,578 acres (or 2,305 km2). These exploration licenses are located adjacent to established oil and gas producing areas, although the currently producing areas are specifically excluded from the exploration licenses. The licenses lie in the Fergana Basin which is an intermontane basin, the greater part of which lies mainly in the eastern part of Uzbekistan. Although South Petroleum has no known reserves on lands covered by these licenses, there is a long history of petroleum production from the basin stretching back to the start of the last century and a large number of fields in the basin have been developed, including several that are on land covered by these licenses but that are excluded from the license.

The Kyrgyz government granted six licenses between April 2004 and August 2006, and five of the licenses have subsequently been renewed. The five existing licenses are set to expire between December 2008 and April 2009 but are automatically renewable for up to ten years once a report has been submitted to the Kyrgyz government detailing the progress of a work program and once the associated minimum expenditures have been made. Upon the discovery of reserves that may be commercially exploited, licenses can be exclusively converted into exploitation licenses. Exploitation licenses are granted for 20 years with the subsequent extensions depending on the depletion of the resource. There is a yearly fee payable to the government of approximately $150 per license and a minimum annual work program of $50 per km2 (approximately $115,250 per year for the land covered by the licenses). All taxes and work commitments on the five licenses are current. There is a 3% royalty and a corporate tax of 10% payable to the Kyrgyz government on revenue from production from the areas covered by these licenses.

The table below summarizes the licenses, the map below sets out their locations and a brief description of each active license follows.

License	Area (km2)	Date of Award	Date Renewed	Current Expiry Date
Nanai	999	July 9, 2004	June 14, 2006	December 31, 2008
Soh	631	April 29, 2004	April 29, 2006	April 29, 2010
West Soh	160	April 29, 2004	April 29, 2006	April 29, 2010
Tuzluk	474	April 29, 2004	April 29, 2006	April 29, 2010
Naushkent	41	April 29, 2004	April 14, 2006	December 31, 2008
Arkyt	848	August 23, 2005	n/a	August 23, 2007

South Petroleum decided to not renew the Arkyt license, and as a result, it expired on August 24, 2007.



Nanai Exploration License

The Nanai exploration license is located in the northern zone of the Fergana Basin bordering Uzbekistan to the south. We have identified three structures in this zone called Alabuka 1, 2 and 3. We believe that the target structures are situated in a footwall of a large shallow-dipping thrust bringing the Paleozoic rocks on the top of the Tertiary and Quaternary sequence. The seismic database consists of seven dip and four strike lines although only the ends of three of these lines cover any part of the structures. Therefore the structural definition relies heavily on the use of analogies to proven structures mapped in Uzbekistan to the south. The current mapping covers only approximately 10% of the available area, and we believe similar structures may exist elsewhere within the license. As a result, we cannot quantify the potential in this license with the current database. Between 1993 and 1996 Kyrgyzneftgaz drilled a well Alabuka-1 on the license. Kyrgyzneftgaz aimed this well at a shallower target in the upper thrust sheet and did not penetrate into the lower thrust sheet. This well encountered in excess of 1000 meters of Paleozoic rocks thrust over Paleocene to Pliocene rocks and proved presence of Tertiary reservoir rocks beneath the Paleozoic rocks in the hanging wall of the thrust.

Naushkent Exploration License

The Naushkent exploration license is located in the northern zone of the Fergana Basin bordering Uzbekistan to the south. Currently, there is no any seismic or well data in this license. The only available data is an old Soviet map showing a closed structure. Seismic exploration is required to get volumetric characteristics for the structure shown on the Soviet map. We have no known reserves on this license.

Soh and West Soh Exploration Licenses

The Soh and West Soh exploration licenses are located in the southern zone of the Fergana Basin bordering Uzbekistan to the north. We have identified two deep lower thrust sheet structures called Burdalyk and Kyzyl Kurgan as well as a number of other structures, including un-drilled fourway dip closures at the upper thrust sheet level (Katran, Kan) and a shallow structure with a topseal provided by a tar mat (West Chaur). There are several producing oil and gas fields within the region that are excluded from the exploration license.

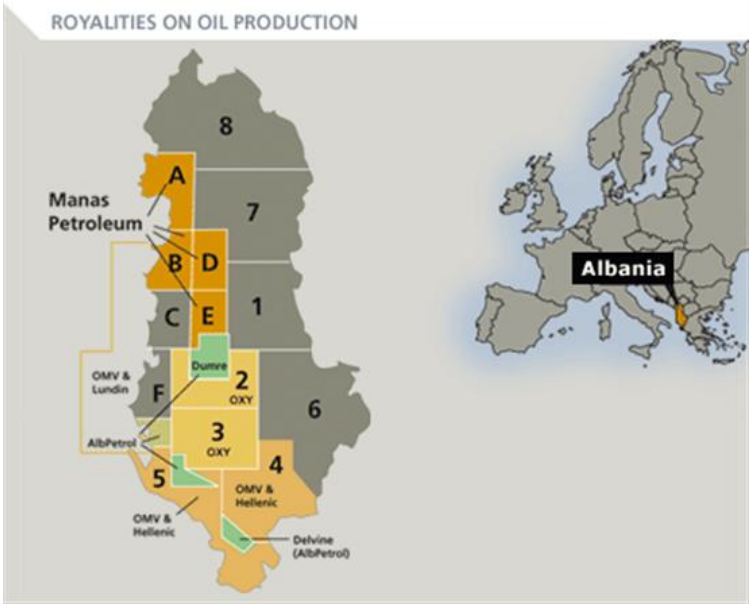
The seismic database consists of eleven dip and four strike lines. Of these lines only seven are relevant to the Kyzyl Kurgan structure and none relate to the Burdalyk structure. Data from the North Soh field indicates that in this area the Oligocene and Eocene pay beds are predominantly oil prone and that the Cretaceous pay beds are predominantly gas prone.

Tuzluk Exploration License

The Tuzluk exploration license is located in the southern zone of the Fergana Basin bordering Tajikistan to the north. There are a number of established oilfields in this area (Beshkent-Togap, Tashravat, Tamchi, Karagachi) that have produced from the upper thrust sheet. These fields are excluded from the exploration license. More significant for the exploration potential is the North Karakchikum field which straddles the Tajikistan/Kyrgyzstan border and is analogous to the South and West Tuzluk prospects. Five structures called Selkan, Arka, West Tuzluk, South Tuzluk and the Tashravat Monocline have been identified. The seismic database is relatively large but rather uneven in coverage. Five deep stratigraphic wells were drilled at a depth of over four kilometers by the Soviets in the area of Tuzluk structures. The wells intersected thrust faults and proved the structural concept. Two of them intersected oil-water contact at the South Tuzluk structure.

Albania

On July 31, 2007, we signed two Production Sharing Agreements with the Albanian government in Tirana. These agreements comprise four blocks that cover approximately 3,100 km^2 (or approximately 766,000 acres). Over 350 million barrels of oil have been produced from shallow oil fields which begin 100 km to the south of the blocks. The location of these blocks, blocks A, B, D and E, is set out in the map below.



The televised signing of the Production Sharing Agreements took place at the Ministry of Economy, Trade and Energy. Mr. Genc Ruli, the Minister of Economy, Trade and Energy, and our Chairman, Heinz J. Scholz, signed the agreements. Under Albanian law, the Council of Ministers must ratify the agreements. We understand that this ratification is a formality, and we expect it to be completed by the fourth quarter with the commencement of the session of the Council of Ministers. These agreements are the culmination of almost two years of negotiations.

The rights to explore the blocks covered by the agreement were previously held by Shell and Coparex. Shell and Coparex worked independently of one another in their initial discovery of the overall under-thrust structure creating data sets at an aggregate cost of approximately $25 million. According to their studies, the four blocks hold a large deep under-thrust structure with the potential to hold a total of more than 800 million barrels of oil equivalent of light oil and natural gas. Numerous oil seeps have been located where the reservoir rock outcrops along a significant portion of the eastern side of the blocks.

As Shell and Coparex worked independently of one another in their initial discovery of the overall under-thrust structure, they did not benefit from each other's seismic acquisition or understanding of the area's geology. We are combining the two companies' $25 million data sets for the first time. By combining the two data sets, we hope to refine further the Shell/Coparex models while greatly increasing the accuracy of the original Shell/Coparex estimates. We have recruited a team of geologists and administration staff and work is underway to refine the original Shell/Coparex structural model with the assistance of Professor Selami Meco (paleontology, University of Tirana) and Agim Mesonjsi, an Albanian-based structural geologist. Work to date using the Shell/Coparex data set by our Albania exploration team has outlined a series of large prospects within the blocks. Following our conclusion of this study, we will hire an external independent engineering consultant to evaluate the results.

The Production Sharing Agreements covering the blocks set out minimum work and expenditure requirements for three phases that we must comply with to maintain the exploration rights for the different blocks. Failure to comply with the work and financial requirements in any one phase means that the exploration period will terminate and we will not be able to enter the other phases for the applicable blocks. Although one Production Sharing Agreement covers two blocks and the other covers the other two, the programs for each set of blocks are mostly identical. Under the agreements, if the three phases are completed, they will take between seven and ten years to complete and will require a minimum expenditure of $15,620,000 for each of the two agreements.

We have three years from the date the Council of Ministers ratifies the Production Sharing Agreement to complete the requirements in Phase 1. After Phase 1, we have the option either to continue pursuing or to relinquish the exploration rights. The Phase 1 Minimum Work and Financial Program requiresthe undertaking of a minimum of $400,000 in geological and geophysical studies, the re-processing of at least 200 kilometers of seismic data at a minimum cost of $120,000 and the acquisition and processing of either 300 kilometers of 2D seismic at a minimum cost of $2,500,000 or the drilling of an exploration well to a depth of at least 3,000 meters at a minimum cost of $6,000,000.

We have two years from the completion of Phase 1 to complete the requirements in Phase 2. We may extend this phase at no additional cost for another year. The Phase 2 Minimum Work and Financial Program requires the undertaking of a minimum of $300,000 in geological and geophysical studies, and the drilling of an exploration well to a depth of at least 3,000 meters at a minimum cost of $6,000,000.

We have three years from the completion of Phase 2 to complete the requirements in Phase 3. We may extend this phase at no additional cost for another two years, less any time by which we extended Phase 2. The Phase 3 Minimum Work and Financial Program requires the undertaking of a minimum of $300,000 in geological and geophysical studies and the drilling of an exploration well to a depth of at least 3,000 meters at a minimum cost of $6,000,000.

Tajikistan

On July 25, 2007, the Tajikistan government awarded our subsidiary, CJSC Somon Oil Company, an exploration license in the Fergana Basin covering approximately 1,227 km2. Somon Oil Company was formed On June 28, 2005, and we hold a 90% interest in Solomon Oil while Anavak LLC holds the remaining 10%.
This license, the Novobod-Obchai-Kalacha license, contains a number of under-thrust leads and prospects including the Khodja-Bakirgan which is several kilometres north of South Petroleum's South Tuzluk prospect in Kyrgyzstan. The Novobod is also adjacent to the Niyazbek, North Karachikum oil field which is in Tajikistan. We have no rights to production or reserves contained in oil fields which already exist on the Novobod-Obchai-Kalacha license. Approximately 60% of the block in the license is covered by former Soviet era seismic data. It is within this area that our targeted leads and prospects are found and that the geological and structural setting appears to be very similar to South Petroleum's Tuzluk block. Seven prospects of a similar size to or larger than the South Petroleum's South Tuzluk prospect have been seismically identified on the license. We expect to commence seismic acquisition on the new Tajik block this year.
We have a Memorandum of Understanding with a major oil company regarding the farm-out of an interest in the entire Tajikistan license. If we were to enter into such a Farm-Out Agreement, it is possible that we would get proceeds from the sale of a portion of our shares in Somon Oil and that much, if not all, of the project and its costs would be carried out and bourn by the other party.

Latin America

On May 1, 2007, we hired Mr. Ricardo Fuenzalida as exploration manager for Latin America. Ricardo Fuenzalida has over 43 years of experience in oil exploration, geophysics, regional geology, economic geology and engineering geology. Mr. Fuenzalida also has wide experience in working with government and private organizations in Chile, North Africa, West Africa and the Middle East. From 1991 to 2003, Mr. Fuenzalida worked for Sipetrol, the international branch of Empresa Nacional del Petroleo as New Ventures Manager and Head of International Exploratory Projects. Before joining our team, Mr. Fuenzalida worked as an independent consultant and geological expert for the Chilean Department of Justice. We intend to participate in the bidding for the Tranquilo block in the 2007 Chilean bidding round.
On November 14, 2007, the IPR-Manas Consortium won the tender for the Tranquilo block and was awarded an exploration license by the Chilean Mining Ministry.

Mongolia

We entered into a Memorandum of Understanding with Shunkhali Energy, a Mongolian company, under which we have the right to purchase a 90% interest in Shunkhali Energy. Shunkhali Energy won a bidding round for petroleum exploration in Mongolia for Block XXIII. This Memorandum of Understanding is not binding and depends on the occurrence of certain events. As a result, we may not be able to obtain or may decide not to obtain this 90% interest in Shunkhali Energy.

Competition

The oil and gas industry is intensely competitive. We compete with numerous individuals and companies, including many major oil and gas companies that have substantially greater technical, financial and operational resources and staff. This competition is increasingly intense as prices of oil and natural gas on the commodities markets have risen in recent years. Accordingly, there is a high degree of competition for desirable oil and gas leases, exploration and exploitation licenses, suitable properties for drilling operations and necessary drilling equipment, as well as for access to funds. There are other competitors that have operations in Kyrgyzstan, Albania and Tajikistan, and the presence of these competitors could adversely affect our ability to acquire additional leases and licenses, attract and maintain qualified employees and obtain the necessary equipment on reasonable terms.

We believe that several factors that differentiate us from our competitors includeour extensive personal network among public officials and private employees in the oil and gas industry in the Commonwealth of Independent States and the Balkan countries, an ability to increase value through exploration of known structures and our command of modern geological knowledge and new concepts implemented to existing seismic and well data bases.
Need for Government Approval

Our business depends on the approval of different governments for various matters, including for the grant of exploration and exploitation rights for oil and gas projects. We have an interest in a joint venture that has licenses from the Kyrgyzstan government for the exploration and possible exploitation on land covering approximately 3,153 km2, we have entered into Production Sharing Agreements with an agency of the Albanian government for the exploration and possible exploitation of land covering approximately 3,100 km2, although these agreements need to be ratified by the Albanian Council of Ministers, and we have licenses from the government of Tajikistan for the exploration of approximately 1,227 km2 of land. Additionally, we are seeking approval from the Chilean and other governments to explore and possibly exploit land in their respective territory.

Regulation

Our industry is affected by numerous laws and regulations, including discharge permits for drilling operations, drilling and abandonment bonds, reports concerning operations, the spacing of wells, pooling of properties, taxation other laws and regulations relating to the energy industry. These laws and regulations vary according to where each project is located. Changes in any of these laws and regulations or the denial or vacating of permits and licenses could have a material adverse effect on our business.

Our operations are in, and our focus will continue to be on, operations in emerging markets. Generally, legal structures, codes and regulations in emerging markets are not as defined as in developed markets and are more likely to change rapidly. In view of the many uncertainties with respect to current and future laws and regulations, including their applicability to us, we cannot predict the overall effect of such laws and regulations on our future operations.

We believe that our operations comply in all material respects with applicable laws and regulations. There are no pending or threatened enforcement actions related to any such laws or regulations. We believe that the existence and enforcement of such laws and regulations will have no more restrictive an effect on our operations than on other similar companies in the energy industry.

Environmental Matters

We and the projects that we have invested in are subject to national and local environmental laws and regulations relating to water, air, hazardous substances and wastes, and threatened or endangered species that restrict or limit our business activities for purposes of protecting human health and the environment. Compliance with the multitude of regulations issued by the appropriate administrative agencies can be burdensome and costly.

Research and Development

Our business plan is focused on a strategy to maximize the long-term exploration and development of our oil and gas projects in Kyrgyzstan, Albania and Tajikistan. To date, the execution of our business plan has largely focused on acquiring prospective oil and gas licenses and negotiating production sharing agreements. When this stage nears completion, we intend to use the results obtained from this dedicated research to establish a going forward exploratory drilling and development plan. Recently, we have begun exploration operations in connection with our Albanian project.

Employees

We have 22 employees as well as our directors. Of our 22 employees, 5 are located in Switzerland and the rest are located in Albania, Canada, Chile and Central Asia . Although we expect to increase our number of employees over the next 12 months as our operations expand, we are not currently able to predict how many new employees we hope to take on in the coming 12 months. We outsource contract employment as needed and will continue to do so.

Description of Oil and Gas Operations

We and our joint venture are still in the exploratory stage of our projects and have yet to find any proven reserves. As a result, we and our joint venture do not have any proved net oil and gas reserves, productive wells, oil and gas produced, drilling activity or delivery commitments. The approximate total undeveloped acreage of land that we have licenses for 766,000 acres (3,100 km^2) in Albania and 303,200 acres (1,227 km2) in Tajikistan. The approximate total undeveloped acreage of land that our joint venture has licenses for is 569,578 acres (or 2,305 km2) in Kyrgyzstan.

DESCRIPTION OF PROPERTY

Our corporate headquarters, which are rented from a related party, are located at Bahnhofstrasse 9, CH-6341 Baar, Switzerland, and our telephone number is +41 (44) 718 10 32. Our current premises are adequate for our existing operations; however with the rapid advancement of operations we may require additional premises as we progress through fiscal 2007. We have recently begun renting office space in Albania and Tajikistan.

We or our joint venture have licenses for exploration and development in Kyrgyzstan, Albania and Tajikistan.

MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

You should read this section in conjunction with our financial statements and the related notes included in this prospectus. Some of the information contained in this section or set forth elsewhere in this prospectus, including information with respect to our plans and strategies for our business, statements regarding the industry outlook, our expectations regarding the future performance of our business, and the other non-historical statements contained herein are forward-looking statements.

Overview

We are a development stage company whose growth strategy is focused on petroleum exploration and development primarily in selected Central Asian countries of the former Soviet Union and in the Balkan region. We intend to acquire or explore oil and gas resources either through our own operations or through participation in focused partnerships and joint ventures.

We were incorporated in the State of Nevada on July 9, 1998. Prior to April 10, 2007, we were involved in several businesses that did not produce revenues and that we decided to abandon. On April 10, 2007, we acquired all of the shares of DWM Petroleum AG in exchange for approximately 80,000,000 of our shares of common stock and an agreement to issue the former shareholders of DWM up to an aggregate of 25,000,000 shares of our common stock upon the occurrence of certain milestones. As a result of the acquisition, we have entered into our current business.

Simultaneous with this acquisition, we completed a private placement of 10,330,152 shares of our common stock and 10,330,152 warrants to purchase shares of our common stock. Immediately after the acquisition of DWM, the private placement and the issuance of common stock as finders' fees for these transactions, our former shareholders, the former DWM shareholders and the investors in the private placement respectively held approximately 18.1%, 71.9% and 9.3% of our outstanding common stock.

Also simultaneous with this acquisition, we sold our wholly-owned subsidiary, Masterlist, Inc. to its sole employee for a nominal cash payment and five annual payments equal to 5% of the gross sales of Masterlist, Inc.

We have not recorded any revenues from operations in our past two fiscal years or any subsequent period, and DWM Petroleum AG did not record any revenues from operations for the two fiscal years before we acquired it or for the subsequent period until acquisition. Neither we nor DWM Petroleum AG has been in any bankruptcy, receivership or similar proceedings since incorporation.

Plan of Operation

Our cash balance as of September 30, 2007 was $10,201,883, of which we will use at least $6,100,000 to finance the first phase of our work program in Albania, leaving a balance of $4,101,883. On July 31, 2007, we completed a private placement of 825,227 shares of common stock and 825,227 warrants for total gross proceeds of $3,687,992. Based on our expected monthly burn rate and the initial capital expenditure requirement in Albania of approximately $250,000 per month, we estimate that we have sufficient working capital to fund operations through April 2008.

Our plan of operations for the next twelve months primarily focuses on our participation in an oil and gas project in Kyrgyzstan, our oil and gas project in Albania and our proposed oil and gas project in Tajikistan. In connection with these projects, we anticipate increasing our staff from in the next twelve months, although we are not currently able to predict the size of that increase. The following describes the projects that comprise our current business plan and actions that we have taken to further the projects in our plan.

Kyrgyzstan

We have a 25% interest in South Petroleum JSC, which has five licenses in Kyrgyzstan. We previously sold a 70% interest in South Petroleum to Santos International Holding Pty Ltd. Under a Farm-In Agreement with Santos, Santos will undertake a Work Program on these licenses in two phases. While we will not have to provide funds for any costs for this first phase of this work project, we also do not anticipate that this project will generate any revenues in the next twelve months.

Phase 1 Work Program

Santos has until October 4, 2009 to complete the Phase 1 Work Program. Under the Phase 1 Work Program, Santos must:

- undertake geological studies (which studies will involve an estimated expenditure of $500,000);
- subject to the availability and quality of original data, reprocess of up to 5,000 kilometers of 2D seismic (this reprocessing will involve an estimated expenditure of $1,000,000); and
- at the election of Santos, acquire and process either: (i) 1,000 kilometers of 2D seismic; or (ii) a combination of 2D seismic and 3D seismic, the total cost of which would be equivalent to the total cost of acquiring and processing 1,000 kilometers of 2D seismic, up to a maximum expenditure of $10,000,000 (with Santos having the right to deduct those seismic acquisition and processing costs above $10,000,000 from the maximum expenditure caps).

Phase 2 Work Program

Phase 2 of the Work Program will begin upon completion of Phase 1, and as a result, no actions have yet been taken on Phase 2. Under Phase 2, Santos is to:

- drill three exploration wells in the license area to a maximum expenditure of $7,000,000 per well; and
- drill three appraisal wells in the license area to a maximum expenditure of $7,000,000 per well.

In the event Santos spends in excess of $43 million on the exploration and appraisal wells, we would be obligated to pay 30% of the excess expenditure.

Recent Developments

Since Santos acquired a majority interest in South Petroleum on November 16, 2006, Santos has taken the following actions in furtherance of the oil exploration project in Kyrgyzstan:

- the creation of a project team in Adelaide, Australia that has been primarily engaged in technical review work to define the prospects and leads in preparation for the seismic program to be initiated in 2007,
- consolidation of the seismic database with data acquired in Bishkek transferred to the database in Adelaide,
- the continued reprocessing of Soviet era seismic data and digitizing of well logs,
- the commissioning of a seismic study of 699 km by SNG Saratov, which assigned the study to its Kyrgyzstan Branch office, which was completed in the our third fiscal quarter of the year,
- the completion of a seismic reprocessing project for 447 km of reprocessed data,
- the acquisition of new staff and the strengthening of relationships with industry and government officials by Santos's office in Bishkek, and
- allowing the exploration license at Arkyt to expire so that South Petroleum could concentrate on the remaining five licenses.

Albania

On July 31, 2007, we signed two Production Sharing Agreements with the Albanian National Agency of Natural Resources. Under Albanian law, the Council of Ministers must ratify the agreements. We understand that this ratification is a formality, and we expect it to be completed by the fourth quarter with the commencement of the session of the Council of Ministers.

Each Production Sharing Agreements covers two blocks and sets out minimum work and expenditure requirements for three phases. The programs for each set of blocks are mostly identical. If all three phases under the agreements are completed, they will take between seven and ten years to complete and will require a minimum expenditure of $15,620,000 for each set of blocks if we complete all three phases.

Phase 1 Minimum Work and Financial Program

We have three years from the date that the Council of Ministers ratifies the Production Sharing Agreement to complete the requirements in Phase 1. After Phase 1, we have the option either to continue pursuing or to relinquish the exploration rights. The Phase 1 Minimum Work and Financial Program comprises:

- the undertaking of a minimum of $400,000 in geological and geophysical studies,
- the re-processing of at least 200 kilometers of seismic data at a minimum cost of $120,000, and
- the acquisition and processing of either 300 kilometers of 2D seismic at a minimum cost of $2,500,000 or the drilling of an exploration well to a depth of at least 3,000 meters at a minimum cost of $6,000,000.

Phase 2 Minimum Work and Financial Program

We have two years from the completion of Phase 1 to complete the requirements in Phase 2. We may extend this phase for another year at no additional cost. The Phase 2 Minimum Work and Financial Program comprises:

- the undertaking of a minimum of $300,000 in geological and geophysical studies, and
- the drilling of an exploration well to a depth of at least 3,000 meters at a minimum cost of $6,000,000.

Phase 3 Minimum Work and Financial Program

We have three years from the completion of Phase 2 to complete the requirements in Phase 3. We may extend this phase at no additional cost for another two years, less any time by which we extended Phase 2. The Phase 3 Minimum Work and Financial Program comprises:

- the undertaking of a minimum of $300,000 in geological and geophysical studies and
- the drilling of an exploration well to a depth of at least 3,000 meters at a minimum cost of $6,000,000.

Recent Developments

Since entering into the production Agreements on July 31, 2007, we have taken the following actions in furtherance of our oil exploration project in Albania:

- Setting up offices in Albania, including renting, refurbishing and furnishing office space for 12 people in Tirana, hiring three geologists, one accountant and one representative in charge of all issues to do with the Albanian authorities,
- recruiting a team of geologists and administration staff and work is underway to refine the original Shell/Coparex structural mode, including of Professor Selami Meco (paleontology, University of Tirana) and Agim Mesonjsi, an Albanian-based structural geologist,
- commencing geological work, including the identification of detailed areas of interest for seismic work and the definition of seismic lines,
- establishing management processes, including the creation of a three-year master plan for geological work to be preformed and setting up a finance reporting structure, and
- the outlining of a series of large prospects within the blocks.

Tajikistan

On July 25, 2007, the Tajikistan government awarded our subsidiary, CJSC Somon Oil Company, an exploration license. We expect to commence seismic acquisition on the new Tajik block this year.

We have a Memorandum of Understanding with a major oil company regarding the farm-out of an interest in the entire Tajikistan license. At this point, however, we cannot guarantee the outcome of such understanding and discussions continue to advance regarding the details of a final binding agreement. If we were to enter into such a Farm-Out Agreement, it is possible that we would get proceeds from the sale of a portion of our shares in Somon Oil and that much, if not all, of the project and its costs would be carried out and bourn by the other party.

Going Concern

Our independent registered public accounting firm has included an explanatory paragraph in their audit report issued in connection with our financial statements for the year ended December 31, 2006, which refers to our recurring operating losses since inception which raise a substantial doubt about our ability to continue as a going concern. Our financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts or classification of liabilities that might be necessary should we be unable to continue as a going concern. For the foreseeable future, we will have to fund all of our operations and capital expenditures from the net proceeds of any equity or debt offerings, cash on hand, licensing fees or sales of assets, including the sale of interests in our subsidiaries or joint ventures. If we are unable to secure additional financing in the future on acceptable terms, or at all, we may be unable to acquire additional licenses or further progress along our business plan. In addition, we could be forced to reduce or discontinue exploration and development efforts and forego attractive business opportunities to improve our liquidity to enable us to continue operations.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On February 20, 2007, we entered into a consulting agreement with Talas Gold whereby Talas Gold agreed to provide geological consulting services for a monthly fee of $21,166. Talas Gold is a British Columbia corporation controlled by Dr. Alexander Becker, our Chief Executive Officer, one of our Directors and a significant shareholder. The contract may be terminated at any time, subject to a one month notice period.

On September 5, 2005, we entered into a Current Account Agreement with Heinz Scholz to cover the terms of an outstanding loan that he had made to us. Under the terms of the agreement, either party may borrow from the other up to CHF 1,000,000 (approximately $855,500) for an open-ended term with an interest rate to be reset once a year. Since January 1, 2006, the largest amount of principal outstanding in the favor of Mr. Scholz on this loan has been CHF 6,182,091.26 (approximately $4,938,956), the amount of principal repaid on this loan was approximately $5,710,425 (of which approximately $1,837,901 was in the form of debt forgiveness) and the amount of interest repaid on this loan was CHF 18,070 (approximately $14,505). At September 30, 2007, the total amount outstanding on this loan was approximately CHF 44,525 (approximately $37,758 and the current rate of interest is 0%. Mr. Scholz has not borrowed funds under this arrangement.

On September 5, 2005, we entered into a Current Account Agreement with Varuna AG, a related company belonging to Heinz J. Scholz, to cover the terms of an outstanding loan that Varuna had made to us. Under the terms of the agreement, either party may borrow from the other up to CHF 1,000,000 (approximately $855,500) for an open-ended term with an interest rate to be reset once a year. Since January 1, 2006, the largest amount of principal outstanding on this loan has been CHF 313,442 (approximately $242,264), the amount of principal repaid on this loan was CHF 853,244.00 (approximately $681,429) and the amount of interest repaid on this loan was CHF 6,843.15 (approximately $5,482). This loan has been fully repaid and the agreement has been terminated. Varuna did not borrow funds under this arrangement.

On May 1, 2004, we entered into a Sub-Tenancy Agreement with Dr. Heinz Jurgen Scholz to rent office space in Switzerland. Under the terms of the Agreement, we pay Mr. Scholz CHF 15,000 per month (approximately $13,355) for use of the space. This Agreement is for an indefinite term and may be terminated by either party with three months' notice.

MARKET FOR OUR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our common shares are quoted on the OTC Bulletin Board of the NASD and on the over the counter market of Pink Sheets LLC. Quotations of our common stock on the OTC Bulletin Board and on the Pink Sheets have been sporadic, and trading volume has been low. Our symbol is "MNAP" and our CUSIP number is 56176Q 10 2.

The following quotations reflect the high and low bids for our common stock, as reported by the Nasdaq, based on inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions. The high and low prices of our common stock for the periods indicated below are as follows:

Quarter Ended (1)	High (2)	Low (2)
March 31, 2005	None	None
June 30, 2005	None	None
September 30, 2005	None	None
December 31, 2005	0.350	0.300
March 31, 2006	0.325	0.305
June 30, 2006	0.355	0.355
September 30, 2006	0.350	0.305
December 31, 2006	2.100	0.325
March 31, 2007	3.030	1.555
June 30, 2007	3.030	6.070
September 30, 2007	6.400	3.750

(1) Pink Sheets LLC commenced quoting our common shares on its over the counter market and the OTC Bulletin Board began quoting our common shares in the fourth quarter of 2005. The quotations above reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

(2) These prices have been adjusted to reflect our 2:1 split approved by our shareholders on December 12, 2006.

Our common shares are issued in registered form. Island Stock Transfer is our registrar and transfer agent. Their address is 100 First Avenue South Suite 287 St. Petersburg, Florida 33701.

On November 15, 2007, we had 292 registered shareholders and 112,156,488 common shares outstanding.

We have not declared any dividends on our common stock since our inception. There is no restriction in our Bylaws that will limit our ability to pay dividends on our common stock. However, we do not anticipate declaring and paying dividends to our shareholders in the near future.

Shares of our common stock are subject to rules adopted by the Securities and Exchange Commission that regulate broker-dealer practices in connection with transactions in "penny stocks". "Penny stock" is defined to be any equity security that has a market price (as defined) less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. If we establish a trading market for our common stock, our common stock will most likely be covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors." The term "accredited investor" refers generally to institutions with assets in excess of $5,000,000 or individuals with a net worth in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities.

DIVIDEND POLICY

We have not declared or paid any cash dividends since inception. We intend to retain future earnings, if any, for use in the operation and expansion of our business and do not intend to pay any cash dividends in the foreseeable future. Although there are no restrictions that limit our ability to pay dividends on our common stock, we intend to retain future earnings for use in our operations and the expansion of our business.

EXECUTIVE COMPENSATION

Director and Executive Officer Compensation

The following table summarizes the compensation during the fiscal years ended December 31, 2006 and 2005 to the following persons:

- our principal executive officer,
- each of our two most highly compensated executive officers who were serving as executive officers at the end of the year ended December 31, 2006, and
- up to two additional individuals for whom disclosure would have been provided above but for the fact that the individual was not serving as our executive officer at the end of the most recently completed financial year,

who we will collectively refer to as the named executive officers, of our year ended December 31, 2006, is set out in the following summary compensation table. The compensation described in this table does not include medical, group life insurance or other benefits which are available generally to all of our salaried employees.

Name and Principal Position	Year	Annual Compensation		Long-Term Compensation Awards	All other Compensation
		Salary ($)	Bonus[1]	Securities Underlying Options	
Heinz Scholz (Chairman of the Board of Directors) (2)	2006	290,000	None	None	None
	2005	286,000	None	None	None
Dr. Alexander Becker (Chief Executive Officer & Director) (3)	2006	192,000	None	None	None
	2005	152,000	None	None	None
Peter-Mark Vogel (Chief Financial Officer) (4)	2006	145,000	None	None	None
	2005	143,000	None	None	None
Randle Barrington-Foote (5)	2006	12,000	None	None	None
	2005	None	None	None	None

(1) Does not take into account options granted in conjunction with employment agreements signed by each officer and/or director after December 31, 2006.

(2) Upon our acquisition of DWM Petroleum AG on April 10, 2007, Mr. Scholz became the Chairman of our Board of Directors and DWM's business became our business. Mr. Schulz previously held this position with DWM, and the executive compensation reported above relates to the compensation Mr. Scholz received from DWM for the years noted above.

(3) Upon our acquisition of DWM Petroleum AG on April 10, 2007, Dr. Becker became our Chief Executive Officer and DWM's business became our business. Dr. Becker previously held this position with DWM, and the executive compensation reported above relates to the compensation Dr, Becker received from DWM for the years noted above.

(4) Upon our acquisition of DWM Petroleum AG on April 10, 2007, Mr. Vogel became our Chief Financial Officer and DWM's business became our business. Mr. Vogel previously held this position with DWM, and the executive compensation reported above relates to the compensation Mr. Vogel received from DWM for the years noted above.

(5) Upon our acquisition of DWM Petroleum AG on April 10, 2007, Mr. Barrington-Foote resigned as our Chief Executive Officer and President. After his resignation, we changed our fiscal year end from March 31 to December 31 to match the fiscal year end of DWM Petroleum AG, our continuing accounting acquirer for accounting and reporting purposes. As a result, the information provided for the year 2006 for Mr. Barrington-Foote covers the period from April 1, 2006 to March 31, 2007 and the information provided for the year 2005 covers the period from April 1, 2005 to March 31, 2006.

Compensation Arrangements

We have employment arrangements with our directors and with our executive officers. We entered into employment agreements with three of our directors and our executive officers on April 1, 2007, and these agreements, apart from compensation amounts, have similar terms. We entered into a compensation arrangement with another director on April 10, 2007. On June 1, 2007, we entered into an employment agreement with our most recent director

Other than the aforementioned grant and employment agreements, we have no formal plan for compensating our directors for their service in their capacity as directors. Directors are entitled to reimbursement for reasonable travel and other out-of-pocket expenses incurred in connection with attendance at meetings of our Board of Directors. Our Board of Directors may award special remuneration to any director undertaking any special services on our behalf other than services ordinarily required of a director.

Alexander Becker Employment Agreement

On April 1, 2007, we entered into an Employment and Non-Competition Agreement with Dr. Alexander Becker pursuant to which Dr. Becker agreed to serve as our Chief Executive Officer and member of our Board of Directors. In consideration for the services that Dr. Becker will render pursuant to Dr. Becker's Employment Agreement, Dr. Becker is entitled to receive an annual base salary of $336,000, stock options to purchase 1,750,000 shares of our common stock at a price of $4.00 per option pursuant to our 2007 Stock Option Plan and a non-accountable automobile and monthly parking allowance of $20,000 per year.

We can terminate Dr. Becker without pay if that he takes or fails to take certain actions that are criminal or intentionally damaging to us. If we actually or effectively terminate Dr. Becker without such a good reason or if there is a change of control in our company we must make various salary and bonus based payments to him and provide him with coverage under certain benefit plans. Additionally, all of his options will immediately vest.

Heinz Scholz Employment Agreement

On April 1, 2007, we entered into an Employment and Non-Competition Agreement with Heinz J. Scholz, pursuant to which Mr. Scholz agreed to Serve as the Chairman of our Board. In consideration for the services that Mr. Scholz will render pursuant to Mr. Scholz's Employment Agreement, Mr. Scholz is entitled to receive an annual base salary of $336,000, stock options to purchase 1,750,000 shares of our common stock at a price of $4.00 per option pursuant to our 2007 Stock Option Plan and a non-accountable automobile and monthly parking allowance of $20,000 per year.

We can terminate Mr. Scholz without pay if that he takes or fails to take certain actions that are criminal or intentionally damaging to us. If we actually or effectively terminate Mr. Scholz without such a good reason or if there is a change of control in our company we must make various salary and bonus based payments to him and provide him with coverage under certain benefit plans. Additionally, all of his options will immediately vest.

Peter-Mark Vogel Employment Agreement

On April 1, 2007, we entered into an Employment and Non-Competition Agreement with Peter-Mark Vogel, pursuant to which Mr. Vogel agreed to serve as our Chief Financial Officer and member of the Board. In consideration for the services that Mr. Vogel will render pursuant to Mr. Vogel's Employment Agreement, Mr. Vogel is entitled to receive an annual base salary of approximately $348,000 (CHF 417,600), stock options to purchase 1,750,000 shares of Manas common stock at a price of $4.00 per option pursuant to our 2007 Stock Option Plan and a non-accountable automobile and monthly parking allowance of $20,000 (CHF 24,000) per year.

We can terminate Mr. Vogel without pay if that he takes or fails to take certain actions that are criminal or intentionally damaging to us. If we actually or effectively terminate Mr. Vogel without such a good reason or if there is a change of control in our company we must make various salary and bonus based payments to him and provide him with coverage under certain benefit plans. Additionally, all of his options will immediately vest.

Yaroslav Bandurak Employment Agreement

On April 1, 2007, we entered into an Employment and Non-Competition Agreement with Yaroslav Bandurak, pursuant to which Mr. Bandurak agreed to serve as our Company's Chief Technical Officer. In consideration for the services that Mr. Bandurak will render pursuant to Mr. Bandurak's Employment Agreement, Mr. Bandurak is entitled to receive an annual base salary of $63,000 and stock options to purchase 1,500,000 shares of Manas common stock at a price of $4.00 per option pursuant to the 2007 Stock Option Plan.

We can terminate Mr. Bandurak without pay if that he takes or fails to take certain actions that are criminal or intentionally damaging to us. If we actually or effectively terminate Mr. Bandurak without such a good reason or if there is a change of control in our company we must make various salary and bonus based payments to him and provide him with coverage under certain benefit plans. Additionally, all of his options will immediately vest.

Michael Velletta Compensation

On April 10, 2007, we granted our director Michael J. Velletta stock options to purchase 1,100,000 shares of Manas common stock at a price of $4.00 per share for a term of 10 years as consideration for his service on the board. Such options shall vest in equal quarterly installment over the three years from the date of the grant.

Neil Maedel Employment Agreement

On June 1, 2007, we entered into an Employment and Non-Competition Agreement with Mr. Neil Maedel whereby he agreed to serve as our Director, Business Development in exchange for an annual base salary of $180,000, stock options to purchase 1,500,000 shares of Manas common stock pursuant to our 2007 Stock Option Plan at a strike price of $4.90 to expire on May 31, 2017 and a non-accountable automobile and monthly parking allowance of $12,000 per year. The term of this agreement is open ended.

Under this agreement, we can terminate Mr. Maedel without pay if he takes or fails to take certain actions that are criminal or intentionally damaging to us. If we actually or effectively terminate him without such a good reason or if there is a change of control in our company:

- we must pay him within 30 days of termination all accrued and unpaid compensation, any amounts due as reimbursement for expenses and a lump sum equal to six months of his annual guaranteed salary and the prior year's bonus,
- we must provide him, at our expense, for one year after the termination, coverage under all benefit plans in which he participated immediately prior to termination and
- all of his options will immediately vest.

Outstanding Equity Awards at Fiscal Year-End

We did not grant any options to any of our officers or directors during the year ended December 31, 2006 and no options were outstanding on December 31, 2006.

Stock Option Plan

In April 2007, our Board of Directors adopted and our shareholders approved our 2007 Stock Option Plan. Under the 2007 Stock Option Plan, we may grant our qualified directors, officers, employees, consultants and advisors stock options (which may be designated as nonqualified stock options or incentive stock options), stock appreciation rights, restricted stock awards, performance awards or other forms of stock-based incentive awards.

Our Board of Directors administers the Stock Option Plan. Members of the Board of Directors receive no additional compensation for their services in connection with the administration of the Stock Option Plan. They have full discretion and exclusive power to:

- select who will participate in our 2007 Stock Option Plan and what awards they will be granted,
- determine the time at which awards shall be granted and any terms and conditions, within the limits of the 2007 Stock Option Plan, of such awards, and
- resolve all questions relating to the administration of the 2007 Stock Option Plan.

The Board of Directors may grant nonqualified stock options or incentive stock options that are evidenced by stock option agreements. The exercise price of the common stock subject to a non-qualified stock option or an incentive stock option may be paid in cash or, at the discretion of our Board of Directors, by a promissory note, by the tender of common stock or through a combination thereof. The Board of Directors may provide for the exercise of options in installments and upon such terms, conditions and restrictions as it may determine.

A non-qualified stock option is a right to purchase a specific number of shares of common stock during such time as the Board of Directors may determine, not to exceed ten years, at a price determined by the Board of Directors that, unless deemed otherwise by the Board of Directors, is not less than the fair market value of the common stock on the date the Board grants the non-qualified stock option.

An incentive stock option is an option that meets the requirements of Section 422 of the Internal Revenue Code of 1986. No incentive stock option may be granted under our 2007 Stock Option Plan to an employee who owns more than 10% of our outstanding voting stock unless the option price is at least 110% of the fair market value of the common stock at the date of grant and the incentive stock option is not exercisable more than five years after our Board grants it. In the case of an employee who is not a Ten Percent Stockholder, no incentive stock option may be exercisable more than ten years after the date our Board grants it and its exercise price shall not be less than the fair market value of the common stock on the date our Board grants it. Our Board may not grant an employee an incentive stock option that first becomes exercisable during a calendar year for the purchase of common stock with an aggregate fair market value (determined as of the date of grant of each incentive stock option) in excess of $100,000. An incentive stock option (or any installment thereof) counts against the annual limitation only in the year it first becomes exercisable.

A stock appreciation right is a right granted to receive, upon surrender of the right, but without payment, an amount payable in cash. The amount payable with respect to each stock appreciation right shall be based on the excess, if any, of the fair market value of a share of common stock on the exercise date over the exercise price of the stock appreciation right, which will not be less than the fair market value of the common stock on the date the stock appreciation right is granted. In the case of an stock appreciation right granted in tandem with an incentive stock option to an employee who holds at least ten percent of our common stock, the exercise price shall not be less than 110% of the fair market value of a share of common stock on the date our Board grants the stock appreciation right.

Restricted Stock is common stock that is issued at a price determined by the Board of Directors, which price per share may not be less than the par value of the common stock, and is subject to restrictions on transfer and/or such other restrictions on incidents of ownership as the Board of Directors may determine.

A performance award granted under our 2007 Stock Option Plan may be denominated or payable to the recipient in cash, common stock (including, without limitation, Restricted Stock), other securities or other awards. A performance award shall confer on the recipient the right to receive payments, in whole or in part, upon the achievement of such performance goals during such performance periods as our Board of Directors shall establish. Subject to the terms of our 2007 Stock Option Plan and any applicable award agreement, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any performance award and the amount of any payment or transfer to be made pursuant to that performance award shall be determined by our Board of Directors.

Our Board of Directors may grant awards under the Stock Option Plan that provide the recipient with the right to purchase common stock or that are valued by reference to the fair market value of the common stock (including, but not limited to, phantom securities or dividend equivalents). Such awards shall be in a form determined by our Board of Directors, as long as such awards are not inconsistent with the terms and purposes of our 2007 Stock Option Plan. Our Board of Directors determines the price of any such award and may accept any lawful consideration.

Our Board of Directors may at any time amend, suspend or terminate our 2007 Stock Option Plan as long as it does not change in any awards previously granted, increase the aggregate number of shares of the common stock with respect to which it may grant awards may be granted or change the class of persons eligible to receive awards.

In the event a change in control occurs, then, notwithstanding any provision of our 2007 Stock Option Plan or of any provisions of any award agreement to the contrary, all awards that have not expired and which are then held shall become fully and immediately vested and exercisable and may be exercised for the remaining term of such awards.

No awards may be granted under the Stock Option Plan on or after April 10, 2017, but Awards granted prior to such date may be exercised in accordance with their terms.

As of October 22, 2007, of the 14,000,000 shares of common stock reserved for issuance under the Stock Option Plan, we have granted options to purchase 8,750,000 shares of our common stock under the Stock Option Plan at an exercise price of $4.00 per share. We have granted options to purchase 1,500,000 shares of our common stock under the Stock Option Plan at an exercise price of $4.90 per share. We have granted options to purchase 400,000 shares of our common stock under the Stock Option Plan at an exercise price of $5.50 per share. Of such options, 2,662,500 have vested as of that date.

Equity Compensation Plan Information

The following table provides information as of November 15, 2007 about our shares of common stock that may be issued upon the exercise of options, warrants and rights granted to employees, consultants or directors under all of the Company's existing equity compensation plans, including our 2007 Stock Option Plan.

Equity compensation plans approved by shareholders	No. of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted Average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plan
2007 Stock Option Plan	10,650,000	4.18	3,350,000
Equity compensation plan not approved by shareholders	-	-	-
Total	10,650,000	4.18	3,350,000

WHERE YOU CAN FIND MORE INFORMATION

We file annual reports, quarterly reports, current reports, proxy statements and other information with the SEC. You may read or obtain a copy of these reports at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference room and their copy charges by calling the SEC at 1-800-SEC-0330. The SEC maintains a website that contains registration statements, reports, proxy information statements and other information regarding registrants that file electronically with the SEC. The address of the website is http://www.sec.gov. You may also read a copy of our electronic filings on the SEC's website.

We have filed with the Securities and Exchange Commission a registration statement on Form SB-2, under the Securities Act with respect to the securities offered under this prospectus. This prospectus, which forms a part of that registration statement, does not contain all information included in the registration statement. Certain information is omitted and you should refer to the registration statement and its exhibits. With respect to references made in this prospectus to any contract or other document of Manas Petroleum Corporation, although material terms of material contracts are disclosed in this prospectus, the references are not necessarily complete and you should refer to the exhibits attached to the registration statement for copies of the actual contract or document. You may review a copy of the registration statement at the SEC's public reference room. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. Our filings and the registration statement can also be reviewed by accessing the SEC's website at http://www.sec.gov.

No finder, dealer, sales person or other person has been authorized to give any information or to make any representation in connection with this offering other than those contained in this prospectus and, if given or made, such information or representation must not be relied upon as having been authorized by Manas Petroleum Corporation. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information contained herein is correct as of any time subsequent to the date of this prospectus.

GLOSSARY OF TERMS

The following terms used in this prospectus have a customary usage in the oil and gas industry. The definitions below are consistent with those usages.

Term	Definition
Appraisal Well	A well drilled several spacing locations away from a producing well to determine the boundaries or extent of a productive formation and to establish the existence of additional reserves.
Cretaceous	Era from 63 million to 135 million years ago; end of the age of reptiles; appearance of modern insects and flowering plants.
Dip Lines	A line (i.e. seismic line, traverse, etc.) along the strata dip direction, perpendicular to the strike. Dip - The angle that a rock unit, fault or other rock structure makes with a horizontal plane. Expressed as the angular difference between the horizontal plane and the structure. The angle is measured in a plane perpendicular to the strike of the rock structure
Eocene	Era from 40 million to 58 million years ago; presence of modern mammals.
Exploration Well	A well drilled to find and produce natural gas or oil reserves not classified as proved, to find a new reservoir in a field previously found to be productive of natural gas or oil in another reservoir or to extend a known reservoir.
Farm-Out	The term used to describe the action taken by the person making a transfer of a leasehold interest in an oil and gas property pursuant to a farm out agreement.
Farm-Out Agreement	A common form of agreement between oil and gas operators pursuant to which an owner of an oil and gas leasehold interest that does not want to drill at the time agrees to assign the leasehold interest, or some portion of it, to another operator that does want to drill the tract. The assignor in these transactions may retain some interest in the property such as an overriding royalty interest or a production payment, and, typically, the assignee of the leasehold interest has an obligation to drill one or more wells on the assigned acreage as a prerequisite to completion of the transfer to it.
Four-Way Dip Closures	An upwardly convex fold with strata dipping in all directions from an apex or high.
Intermontane	Between mountains.
Oligocene	A period of historical geological time between 23.5 and 37 million years before present.
P50 Oil Reserves	Reserves that have an estimated 50% probability that their volume will be greater than or equal to stated volumes.
Paleocene	A period of historical geological time between 23.5 and 66 million years before present.
Pliocene	A period of historical geological time between 1.8 and 5 million years before present.
Productive well	A well that is found to be capable of producing either oil or gas in sufficient quantities to justify completion as an oil or gas well.
Proved reserves	The estimated quantities of oil, natural gas and natural gas liquids which geological and engineering data demonstrate with reasonable certainty to be commercially recoverable from known reservoirs under current economic and operating conditions, operating methods, and government regulations
Quaternary	A period of geologic time from about 2 million years ago until the present.
Shallow-dipping thrust	A thrust fault which plane dips shallower than 30 degrees
Structure	A geological feature produced by deformation of the Earth's crust, such as a fold or a fault; a feature within a rock, such as a fracture or bedding surface; or, more generally, the spatial arrangement of rocks.
Seismic	Geophysical prospecting using the generation and propagation of elastic waves at the earth's surface, reflecting from the subsurface strata, detection, measurement and recording back at the earth's surface and subsequent analysis of the data. A trace is the data recorded at a single station. A series of traces comprises a line. The subsurface structure may be identified by a consistent pattern on each trace along a section of the line. A grid of lines is acquired to define potential traps from hydrocarbon accumulation. 2D seismic is the conventional technique, as distinct from 3D seismic in which investigations are sufficiently closely spaced to allow a three dimensional picture of the subsurface to be obtained.
Stratigraphic	Pertaining to the study of rock strata, especially of their distribution, deposition and age.
Strike Lines	A line (i.e. seismic line, traverse, etc.) along the strata strike direction. Strike - The geographic direction of a line created by the intersection of a plane and the horizontal. Often used to describe the geographic "trend" of a fold or fault.
Tertiary	The period that lasted from 65 until 1.8 million years ago.
Topseal	A rock formation through which hydrocarbons cannot move which lies above a trap and below which hydrocarbons accumulate to form a pool.
Undeveloped acreage	Lease acreage on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of oil and natural gas regardless of whether such acreage contains proved reserves.

FINANCIAL STATEMENTS

Consolidated Financial Statements
for the Fiscal Years Ended December 31, 2006 and 2005

Consolidated Financial Statements for the Three- and Nine-Month Periods Ended September 30, 2007 and 2006

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
MANAS PETROLEUM CORPORATION

We have audited the accompanying consolidated balance sheet of Manas Petroleum Corporation (a development stage company) (the "Company") and its subsidiaries as of December 31, 2006 and 2005, and the related consolidated statements of operations, cash flows and changes in shareholders' equity for each of the two years in the period ended December 31, 2006 and for the period from May 25, 2004 (date of incorporation) to December 31, 2006. 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 audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). 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 include 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, such financial statements present fairly, in all material respects, the financial position of the Company and its subsidiaries as of December 31, 2006 and 2005, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2006, and for the period from May 25, 2004 (date of incorporation) to December 31, 2006, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company is a development stage enterprise engaged in exploration and development of oil and gas resources in Central Asia. As discussed in Note 2 to the financial statements, the Company has no operating income which raises substantial doubt about its ability to continue as a going concern. Management's plans concerning these matters are also described in Note 2 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Deloitte AG

/s/ Roland Müller
Roland Müller
Auditor in Charge

/s/ Brigitte Auckenthaler
Brigitte Auckenthaler

April 16, 2007
October 31, 2007
ROM/BAU/sam

CONSOLIDATED STATEMENTS OF OPERATIONS

	for the year ended 12.31.2006	for the year ended 12.31.2005	Period from 05.25.2004 (Inception) to 12.31.2006
	USD	USD	USD
OPERATING REVENUES			
Other revenues	-	84,285	115,148
Total revenues	**-**	**84,285**	**115,148**
OPERATING EXPENSES			
Personnel costs	(166,815)	(147,623)	(337,409)
Exploration costs	(121,425)	(28,153)	(158,472)
Depreciation	(12,487)	(16,783)	(30,999)
Consulting fees	(980,692)	(1,000,737)	(2,331,224)
Administrative costs	(1,028,291)	(845,046)	(2,115,851)
Total operating expenses	**(2,309,710)**	**(2,038,342)**	**(4,973,955)**
Gain from sale of investment	(3,126,967)	-	3,126,967
OPERATING GAIN / (LOSS)	**(817,257)**	**(1,954,057)**	**(1,731,840)**
NON-OPERATING INCOME / (EXPENSE)			
Exchange differences	(8,844)	(12,452)	(22,890)
Interest income	25,222	20,705	46,210
Interest expense	(10,920)	(48,063	(67,952)
Income / (loss) before taxes and equity in net income of associate	**822,715**	**(1,993,867)**	**(1,776,472)**
Taxes	(718)	(65)	(848)
Equity in net income of associate	201,960	-	201,960
Minority interest in net income	-	-	***(5,308)***
Net income / (loss)	**1,023,957**	**(1,993,932)**	**(1,580,668)**
Weighted average number of outstanding ***shares***	***100,110,400***	***100,110,400***	***100,110,400***
Basic and diluted earnings /(loss) per share	***0.0102***	***(0.0200)***	***(0.0158)***

CONSOLIDATED BALANCE SHEET

	12.31.2006 USD	12.31.2005 USD
ASSETS		
Cash and cash equivalents	1,090,098	1,551,938
Receivables	48,683	135,516
Total current assets	**1,138,781**	**1,687,454**
Tangible fixed assets	3,998	94,429
Computer software	-	282
Total non-current assets	**3,998**	**94,711**
TOTAL ASSETS	**1,142,779**	**1,782,165**
LIABILITIES AND SHAREHOLDERS' EQUITY / (DEFICIT)		
Bank overdraft	19,003	-
Deferred consideration for interest in CJSC South Petroleum Co.	193,003	-
Accounts payable	70,918	63,671
Accrued expenses	167,664	113,362
Total current liabilities	**450,588**	**177,033**
Liability in respect of investment in associate	253,743	-
Loan owed to a major shareholder	409,920	3,738,273
Loan owed to a related company	-	240,187
Total non-current liabilities	**663,663**	**3,978,460**
TOTAL LIABILITIES	**1,114,251**	**4,155,493**
Share capital (80,000,000 shares 0.001 par value, authorized, issued and outstanding)	80,000	80,000
Additional paid-in capital	1,466,071	19
Foreign currency translation reserve	53,464	141,617
Deficit accumulated during the development stage	(1,571,007)	(2,594,964)
Total shareholders' equity / (deficit)	**28,528**	**(2,373,328)**
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY / (DEFICIT)	**1,142,779**	**1,782,165**

CONSOLIDATED CASH FLOW STATEMENT

	for the year ended 12.31.2006 USD	for the year ended 12.31.2005 USD	Period from 05.25.2004 (inception) to 12.31.2006 USD
OPERATING ACTIVITIES			
Net income / (loss) for the year / period	**1,023,957**	**(1,993,932)**	**(1,580,668)**
To reconcile net income / (loss) to net cash used			
in operating activities:			
Gain from sale of investment	(3,126,967)	-	(3,126,967)
Equity in net income of associate	(201,960)	-	(201,960
Depreciation	12,487	16,783	30,999
Exchange differences	8,844	12,452	22,890
Decrease / (increase) in receivables	86,833	(32,296)	(48,682)
Increase in accounts payables	7,247	40,865	70,918
Increase in accrued expenses	54,302	105,711	167,664
Net cash used in operating activities	**(2,135,257)**	**(1,850,417)**	**(4,665,806)**
INVESTING ACTIVITIES			
Purchase of tangible fixed assets and computer software	(1,100)	(77,190)	(114,323)
Sale of tangible fixed assets and computer software	79,326	-	79,326
Proceeds from sale of investment	4,000,000	-	4,000,000
Acquisition of investment in associate	(67,747)	-	(67,747)
Cash flow from investing activities	**4,010,479**	**(77,190)**	**3,897,256**
FINANCING ACTIVITIES			
Contribution share capital founders	-	-	80,019
Shareholder loan repaid	(2,975,912)	-	(2,975,912)
Shareholder loan raised	915,446	3,101,053	4,653,720
Related company loan raised / (repaid)	(240,187)	5,579	-
Increase / (decrease) in bank overdraft	19,003	-	19,003
Cash flow from financing activities	**(2,281,650)**	**3,106,632**	**1,776,830**
Net change in cash and cash equivalents	**(406,428)**	**1,179,025**	**1,008,280**
Cash and cash equivalents at the beginning of the period	1,551,938	160,546	-
Currency translation effect on cash and cash equivalents	(55,412)	212,367	81,818
Cash and cash equivalents at the end of the period	**1,090,098**	**1,551,938**	**1,090,098**
Supplemental schedule of non-cash investing and financing activities:			
Forgiveness of debt by major shareholder	1,466,052	-	-
Deferred consideration for interest in CJSC South Petroleum Co.	193,003	-	-

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY / (DEFICIT)

SHAREHOLDERS' EQUITY / (DEFICIT)	Number of Shares	Share Capital	Additional paid-in capital	Deficit accumulated during the development stage	Other Comprehensive Income (Loss)	Total shareholders' equity / (deficit)	Comprehensive Income (Loss)
Balance May 25, 2004	-	-	-	-	-	-	
Contribution share capital from founders	80,000,000	80,000	19	-	-	**80,019**	
Currency translation adjustment	-	-	-	-	(77,082)	**(77,082)**	(77,082)
Net loss for the period	-	-	-	(601,032)		**(601,032)**	(601,032)
Balance December 31, 2004	**80,000,000**	**80,000**	**19**	**(601,032)**	**(77,082)**	**(598,095)**	**(678,114)**
Balance January 1, 2005	**80,000,000**	**80,000**	**19**	**(601,032)**	**(77,082)**	**(598,095)**	
Currency translation adjustment	-	-	-		218,699	**218,699**	218,699
Net loss for the year	-	-	-	(1,993,932)	-	**(1,993,932)**	(1,993,932)
Balance December 31, 2005	**80,000,000**	**80,000**	**19**	**(2,594,964)**	**141,617**	**(2,373,328)**	**(1,775,233)**
Balance January 1, 2006	**80,000,000**	**80,000**	**19**	**(2,594,964)**	**141,617**	**(2,373,328)**	
Forgiveness of debt by major shareholder	-	-	1,466,052	-	-	**1,466,052**	
Currency translation adjustment	-	-	-	-	(88,153)	**(88,153)**	(88,153)
Net income for the year	-	-	-	1,023,957	-	**1,023,957**	1,023,957)
Balance December 31, 2006	**80,000,000**	**80,000**	**1,466,071**	**(1,571,007)**	**53,464**	**28,528**	**935,804**

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

1. CORPORATE INFORMATION

On April 10, 2007 the DWM Petroleum AG ("DWM") entered into a transaction with Manas Petroleum Corporation ("Manas") where DWM exchanged 100% of its share capital for 80 million shares of Manas. The acquisition of DWM has been accounted for as a merger of a private operating company into a non-operating public shell. Consequently, Manas is the continuing legal registrant for regulatory purposes and DWM is treated as the continuing accounting acquirer for accounting and reporting purposes. Accordingly, these financial statements are described as those of Manas. The consolidated financial statements of Manas Petroleum Corporation (the "Company") and its subsidiaries ("the Group") for the year ended December 31, 2006 were authorized for issue in accordance with a resolution of the directors on April 13, 2007. The Company considers itself as a development stage company since it has not realized any revenues from its planned operations. Accordingly, the Company presents its financial statements in conformity with accounting principles generally accepted in the United States of America that apply in establishing operating enterprises. As a development stage enterprise, the Company discloses the profit / (deficit) accumulated during the development stage and the cumulative statements of operations and cash flows from inception to the current balance sheet date.

Manas' subsidiary, DWM Petroleum AG, is a limited company incorporated and domiciled in Baar, Switzerland. The Group has a focused strategy on exploration and developing oil and gas resources in Central Asia (subsidiaries in Kyrgyz Republic and Republic of Tajikistan).

The calculation of shares outstanding in the prior periods has been calculated by converting DWM Petroleum AG's historic shares outstanding into equivalent Company shares outstanding based upon the exchange ratio established under the exchange agreement. Furthermore, the Manas shares outstanding at the exchange date have been treated as being outstanding for all periods presented.

Operating environment
(Kyrgyz Republic & Republic of Tajikistan)
In recent years the Kyrgyz Republic and the Republic of Tajikistan have undergone substantial political, economic and social change. As in any emerging market, the Kyrgyz Republic and the Republic of Tajikistan do not possess a well-developed business and regulatory infrastructure that would generally exist in more developed market economies. As a result, operations carried out in the Kyrgyz Republic and the Republic of Tajikistan involve significant risks that are not typically associated with those in developed markets. The accompanying financial statements of the Group do not include any adjustments that may result from the future clarification of these uncertainties. Such adjustments, if any, will be reported in the financial statements of the Group when they become known and estimable.

DWM has an agreement in principle with the Albanian Government to acquire two production sharing agreements in Albania covering approximately 3,000 km^2.

2. GOING CONCERN

The consolidated financial statements have been prepared on the assumption that the Group will continue as a going concern. The Group has no operating income and therefore will remain dependent upon continued funding from its shareholders or other sources.

In 2007 the Group entered into a transaction with Manas Petroleum Corporation (formerly Express Systems Corporation) ("Manas") where the Group exchanged 100% of its share capital for 80 million shares of Manas. In addition, USD 10.3 million was raised separately through the sale of Units. These funds will be utilized to finance the first phase of the proposed work program in Albania amounting to a minimum outlay of USD 6.1 million, which has to be secured through a Bank Guarantee or a similar instrument. This leaves the Group with cash on hand, after deducting all expenses of the transaction estimated to be at USD 1.1 million, of about USD 3.1 million. The Group's monthly burn rate is expected to be at around USD 450,000.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

After deducting the estimated start-up costs of USD 400,000 for Albania, the Group's working capital will last for approximately 6 months. In order to continue to fund operations after the next six months and implement the growth strategy through the further acquisition of new licenses in particular in Central Asia and the Balkan Region as well as to finance continuing operations, the Group will require further funds. These funds will be raised through additional equity financing.

3. ACCOUNTING POLICIES

The Company's Consolidated Financial Statements are prepared in accordance with the generally accepted accounting principles in the United States of America (US GAAP). 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, liabilities and disclosures, if any, of contingent assets and liabilities at the date of the financial statements. Actual results could differ from these estimates.

Scope of consolidation
The consolidated financial statements include DWM Petroleum AG and all companies in Switzerland and abroad which DWM Petroleum AG directly or indirectly controls (over 50% of voting interest). The companies included in the consolidation are listed in Note 7.

Investments in which the Company exercises significant influence, but not control (generally 20 to 50 percent ownership) are accounted for using the equity method. The Group's share of earnings or losses are included in consolidated net income and the Group's share of the net assets is included in long-term assets.

Principles of consolidation
The annual closing date of the individual financial statements is December 31, with all cost and income items being reported in the period to which they relate. Intercompany income and expenses, including unrealized gross profits from internal Group transactions and intercompany receivables, payables and loans, have been eliminated. Companies acquired or divested in the course of the year are included in the consolidated financial statements as of the date of purchase respectively up to the date of sale.

Minority interests in the net assets of consolidated subsidiaries are identified separately from the Group's equity therein. Minority interests consist of the amount of these interests at the date of the original business combination and the minority's interest in equity since the date of acquisition. Losses applicable to the minority interest in excess of the minority's interest in the subsidiary's equity are allocated against the interests of the Group except to the extent that the minority has a binding obligation and is able to make an additional investment to cover the losses.

Foreign currency translation
The consolidated financial statements of the Group are presented in US dollars (USD). The parent Company's functional currency is the Swiss franc (CHF).

Generally, the local currency (KGS and TJS) is used as the functional currency. Transactions are recorded using the exchange rate at the time of the transaction. All resulting foreign exchange transaction gains and losses are recognized in the Group's income statement.

Income, expenses and cash flows of the consolidated entities have been translated into US dollars (USD) using an average exchange rate of the year. Assets and liabilities are translated using the year end exchange rates. Translation differences are recorded arising from movements in the exchange rates used to translate equity, retained earnings and other equity components and net income for the year are allocated directly to the cumulative translation differences.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

Average Rates	2006 CHF	2005 CHF	2004 CHF
USD	1.2536	1.2458	1.2419

Balance Sheet year-end rates	2006 CHF	2005 CHF	2004 CHF
USD	1.2198	1.3179	1.1371

Cash and cash equivalents
Cash and cash equivalents include highly liquid investments with original maturities of three months or less (petty cash, bank balances and fiduciary deposits).

Receivables
This position includes receivables from third parties, value added taxes, withholding taxes, loans to employees, prepaid expenses for goods and services not yet received as well as income from the current year that will not be received until the following year. The carrying amount of these assets approximates their fair value.

Tangible fixed assets, computer software and depreciation
Tangible fixed assets (office equipment, vehicles, furniture and leasehold improvements) and computer software are recorded at cost and are depreciated on a straight-line basis over the following estimated useful lives:

Office equipment	4 years
Vehicles	5 years
Furniture	5 years
Leasehold improvements	5 years
Computer software	2 years

Tangible fixed assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. The carrying value of a long-lived asset or asset group is considered to be impaired when the undiscounted expected cash flows from the asset or asset group are less than its carrying amount. In that event, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined based on quoted market prices, where available , or is estimated as the present value of the expected future cash flows from the asset or asset group discounted at a rate commensurate with the risk involved.

Leased assets
Assets acquired under capital leases are capitalized and depreciated in accordance with the Group's policy on property, plant and equipment unless the lease term is shorter.

Rentals payable under operating leases are charged to the income statement on a straight line basis.

Current liabilities
Current liabilities include current or renewable liabilities due within a maximum period of one year. Current liabilities are carried at their nominal value, which approximates fair market value.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

Non-current liabilities
Non-current liabilities include all known liabilities as per year end, which can reliably be quantified with a due date of at least one year after the date of the balance sheet. Non-current liabilities are initially recorded at fair value and are subsequently carried at amortized cost.

Taxes
Taxes on income are accrued in the same period as the revenues and expenses to which they relate. Where no distribution of profits is planned, withholding taxes and other taxes on possible subsequent distributions are not taken into account, as the profits are generally reinvested.

Deferred taxes are calculated on the temporary differences that arise between the tax base of an asset or liability and its carrying value in the balance sheet of the Group companies prepared for consolidation purposes, with the exception of temporary differences arising on investments in foreign subsidiaries where the Group has plans to permanently reinvest profits into the foreign subsidiaries.

Deferred tax assets on tax loss carry-forwards are only recognized to the extent that it is probable that future profits will be available and the tax loss carry-forward can be utilized.

Changes to tax laws or tax rates enacted at the balance sheet date are taken into account in the determination of the applicable tax rate provided that they are likely to be applicable in the period when the deferred tax assets or tax liabilities are realized.

The Group is required to pay income taxes in a number of countries. Significant judgment is required in determining income tax provisions and in evaluating tax positions. The Group measures the level of tax provisions for adjustments to tax assessments and/or expected tax audits on the basis of estimates of whether and in what amount additional taxes will fall due.

Revenue Recognition
Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured. The Group's revenue consists of consulting fees from contracts with fees based on time and materials and are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectability is reasonably assured.

Exploration and evaluation costs
For exploration and evaluation costs the successful efforts method is applied. All current costs represent geological and geophysical exploration costs and have therefore been charged to the income statement as incurred.

Related parties
Parties are considered to be related if one party directly or indirectly controls, is controlled by, or is under common control with the other party, if it has an interest in the other party that gives it significant influence over the party, if it has joint control over the party, or if it is an associate or a joint venture. Senior management of the company or close family members are also deemed to be related parties.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

4. NEW ACCOUNTING STANDARDS NOT YET ADOPTED

FASB Interpretation No. 48, Accounting for Uncertainty in Income Taxes - An Interpretation of FASB Statement No. 109 (FIN 48) In July 2006, the FASB issued FIN 48, which will be effective for the Company's on January 1, 2007. This interpretation clarifies the accounting for income tax benefits that are uncertain in nature. Under FIN 48, a company will recognize a tax benefit in the financial statements for an uncertain tax position only if management's assessment is that its position is "more likely than not" (i.e., a greater than 50 percent likelihood) to be upheld on audit based only on the technical merits of the tax position. This accounting interpretation also provides guidance on measurement methodology, derecognition thresholds, financial statement classification and disclosures, interest and penalties recognition, and accounting for the cumulative-effect adjustment. The new interpretation is intended to provide better financial statement comparability among companies.

Management is in the process of analyzing the Company's tax position for purposes of implementing FIN 48.

FASB Statement No. 157, Fair Value Measurements (FAS157) In September 2006, the FASB issued FAS 157, which will become effective for the company on January 1, 2008. This standard defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The Statement does not require any new fair value measurements but would apply to assets and liabilities that are required to be recorded at fair value under other accounting standards. The impact, if any, to the company from the adoption of FAS 157 in 2008 will depend on the company's assets and liabilities at that time that are required to be measured at fair value.

5. CASH AND CASH EQUIVALENTS

	USD (held in CHF)	USD (held in USD)	USD (held in EUR)	USD (held in other currencies)	USD TOTAL 2006	USD TOTAL 2005
Cash on hand	-	-	-	-	-	5,756
Bank and postal accounts	-	886,100	196,172	7,826	1,090,098	1,546,182
Cash and Cash Equivalents	-	886,100	196,172	7,826	1,090,098	1,551,938

Cash and cash equivalents are available at Group's own disposal and there is no restriction or limitation on withdrawal and/or use of these funds. The Group's cash equivalents are placed with highly credit rated financial institutions. The carrying amount of these assets approximates their fair value.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

6. TANGIBLE FIXED ASSETS

2005	Office Equipment & Furniture	Vehicles	Leasehold Improvements	Total
	USD	USD	USD	USD
Cost at January 1	**25,988**	**7,531**	**6,223**	**39,742**
Additions	16,707	53,893	-	**70,600**
Cost at December 31	**42,695**	**61,424**	**6,223**	**110,341**
Accumulated depreciation at January 1	**(1,620)**	**-**	**(103)**	**(1,723)**
Depreciation	(4,744)	(8,208)	(1,237)	**(14,189)**
Accumulated depreciation at December 31	**(6,364)**	**(8,208)**	**(1,340)**	**(15,912)**
Net book value at December 31	**36,331**	**53,216**	**4,883**	**94,429**

2006	Office Equipment & Furniture	Vehicles	Leasehold Improvements	Total
	USD	USD	USD	USD
Cost at January 1	**42,695**	**61,424**	**6,223**	**110,341**
Additions	1,107	-	-	**1,107**
Disposals	(38,366)	(61,424)	(6,223)	**(106,012)**
Cost at December 31	**5,436**	**-**	**-**	**5,436**
Accumulated depreciation at January 1	**(6,364)**	**(8,208)**	**(1,340)**	**(15,912)**
Depreciation	(4,298)	(8,208)		**(12,506)**
Disposals	9,224	16,416	1,340	**26,980**
Accumulated depreciation at December 31	**(1,438)**	**-**	**-**	**(1,438)**
Net book value at December 31	**3,998**	**-**	**-**	**3,998**

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

7. RELATED PARTY DISCLOSURE

The consolidated financial statements include the financial statements of DWM Petroleum AG, Baar and the entities listed in the following table:

	Country	Equity share 31 Dec 2006	Equity share 31 Dec 2005
CJSC South Petroleum Company, Jalalabat 1)	Kyrgyz Republic	**25%**	**90%**
CJSC Somon Oil Company, Dushanbe 2)	Rep of Tajikistan	**90%**	**90%**

1) CJSC South Petroleum Company was founded by DWM Petroleum AG
2) CJSC Somon Oil Company was founded by DWM Petroleum AG

The ultimate owner of the Group is the management of the Group (59%). Ownership and voting right percentages in the subsidiaries stated above are identical to the equity share.

On October 4, 2006 a contract was signed with Santos International Holdings PTY Ltd. to sell a 70% interest in CJSC South Petroleum Company, Jalalabat for a payment of $4,000,000, a two phase work program totaling $53,500,000 (Phase 1: $11,500,000, Phase 2: $42,000,000), additional working capital outlays of $1,000,000 per annum and an earn-out of $1,000,000 to be settled in shares of Santos International Holdings PTY Ltd if Santos elects to enter into Phase 2 of the work program. If Santos does not exercise the option to enter into Phase 2, the 70% interest is returned to DWM at no cost.

In the event Santos spends in excess of $43,000,000 on the appraisal wells, the Company would be obligated to pay 30% of the excess expenditure.

The transaction with Santos was completed November 13, 2006. The Consolidated Financial Statements of the Group include the operational results of CJSC South Petroleum Company, Jalalabat until November 13; for the balance of the year, the investment in this company qualified as an associate and was accounted for applying the equity method.

At the date of disposal CJSC South Petroleum Company had net liabilities of $718,530, which corresponded to the Company's basis in the subsidiary and has been recorded as the initial basis for the equity method accounting. This has been reduced by the amount paid for the subsequent purchase of an additional 5% of CJSC South Petroleum Company (see below) and the Company's share of earnings since November 13, 2006.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

CJSC South Petroleum Company summarized financial information:
The following summarized financial information (in USD thousand) as of December 31, 2006 and for the period from November 13, 2006 to December 31, 2006 is presented for CJSC South Petroleum Company which is a significant equity method investee that is not consolidated:

Current assets	90
Non-current assets	62
Current liabilities	38
Non-current liabilities	35
Gross revenues	0
Gross profit	0
Income from continuing operations	808
Net income	808

On December 7, 2006 the Company entered into a Farm-In Agreement with Kyrgyz NefteGaz to purchase 50% of their 10% interest in CJSC South Petroleum Company for KGS 10,005,000 (USD 241,375). At title transfer, the Company paid KGS 2,005,000 (USD 48,372) and within 1 year after the transaction date the balance of KGS 8,000,000 (USD 193,003) is due. According to the Farm-In Agreement DWM must carry the exploration costs of Kyrgyz NefteGaz if a discovery is made and is commercially viable.

The following table provides the total amount of transactions, which have been entered into with related parties for the relevant financial year:

Board of directors	**2006**	**2005**
	USD	**USD**
Payments to a director for office rent	95,721	96,326
Payments to related companies controlled by directors for rendered consulting services	408,740	341,925
Loan from a director (thereof subordinated in 2005 CHF 3,000,000)	409,920	3,738,274
Loan from a related company controlled by a director	-	240,187

The loans granted from related parties are perpetual loans with indefinite maturity and bear interest based on market conditions. Consulting services by related parties are performed for a fee.

The Company continues to outsource contract employment as needed. Currently there is a consulting contract with Talas Gold, controlled by the CEO, Dr. Alex Becker, concerning geological data processing. The costs amount to approximately $ 245,000 on an annual basis.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

8. MATURITY OF TAX-DEDUCTIBLE LOSS CARRY FORWARD

	2006	2005
	USD	USD
2011	-	**606,545**
2012	-	**1,387,387**
Total tax-deductible loss carry forward	-	1,993,932

All the tax loss carry forwards have been fully utilized in 2006.

9. TAXES

	Year ended 12.31.2006	Year ended 12.31.2005
	USD	USD
Current tax	718	65
Tax expense for the year	**718**	**65**

Domestic income tax is calculated at 16.2 per cent of the estimated assessable profit for the year. Taxation for other jurisdictions is calculated at the rates prevailing in the relevant jurisdictions. The total change for the year can be reconciled to the accounting profit as follows:

	Year ended 12.31.2006	Year ended 12.31.2005
	USD	USD
Income / (loss) before tax	**1,023,957**	**(1,993,867)**
Tax at the domestic income tax rate (16.2%)	165,881	-
Effect of utilization of tax loss carry forward	(165,881)	-
Other tax effects	718	65
Effective tax expenses for the year	**718**	**65**

10. ISSUED CAPITAL AND RESERVES

Shares Manas Petroleum Corporation	31 Dec 2006	31 Dec 2005
Total number of authorized shares	**80,000,000**	**80,000,000**
Total number of fully paid-in shares	**80,000,000**	**80,000,000**
Par value per share (in USD)	**0.001**	**0.001**
Total share capital (in USD)	**80,000**	**80,000**

All shares are registered shares. There are no different share categories. The shares are not quoted on a stock exchange and were issued in 2004 for cash consideration.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

11. COMMITMENTS & CONTINGENT LIABILITIES

Legal actions and claims (Kyrgyz Republic & Republic of Tajikistan)

In the ordinary course of business, the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan may be subject to legal actions and complaints. Management believes that the ultimate liability, if any, arising from such actions or complaints will not have a material adverse effect on the financial condition or the results of future operations of the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan. At December 31, 2006 there have been no legal actions threatened or actual against the associate 7 subsidiaries in the Kyrgyz Republic & Republic of Tajikistan.

Management believes that the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan are in substantial compliance with the tax laws affecting its operations. However, the risk remains that relevant authorities could take differing positions with regards to interpretative issues.

License agreements held by CJSC South Petroleum Company (Kyrgyz Republic)

According to License Agreement dated July 9, 2004 to the License OG-153-04 (Tuzluk) concerning geological exploration of the Resource in the Naushkent area, the Subsidiary must invest 500,000 Kyrgyz soms (12,106 US Dollars) and 700,000 Kyrgyz soms (16,950 US Dollars) in the year 2005 and 2006 respectively.

According to License Agreement dated July 9, 2004 to the License OG-154-04 (West Soh) concerning geological exploration of the Resource in the Nanai area, the Subsidiary must invest 800,000 Kyrgyz soms (19,370 US Dollars) and 1,200,000 Kyrgyz soms (29,055 US Dollars) in the year 2005 and 2006 respectively.

According to License Agreement dated August 23, 2005 to the License OG-213 (Soh) concerning geological exploration of the Resource in the Arkyt area, in the year 2006 and 2007 respectively the Subsidiary must invest 6,638,000 Kyrgyz soms (160,722 US Dollars).

According to the new updated Licenses the minimum investments are as follows:

Licence area		year 2006		years 2007 - 2008		years 2009 - 2010	
		KGS	USD	KGS	USD	KGS	USD
Tuzluk		2,945,000	71,306	14,750,000	357,133	14,400,000	348,660
West Soh		3,245,000	78,570	15,250,000	369,240	14,400,000	348,660
Soh		845,000	20,460	10,000,000	242,124	7,400,000	179,172

For 2006 and 2005 the investments have been made in compliance with the above stated license agreements.

The Group has entered into operating leases as lessee for a car for a related party. Expenses for this item totaled USD 9,207 in 2006 (USD 31,724 for 2005). Future net lease payments are:

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
for the two years ended December 31, 2006

For 2006 and 2005 the investments have been made in compliance with the above stated license agreements.

The Group has entered into operating leases as lessee for a car for a related party. Expenses for this item totaled USD 9,207 in 2006 (USD 31,724 for 2005). Future net lease payments are:

	2006 USD	2005 USD
Within 1 year	9,948	9,207
Between 2 and 5 years	4,972	13,809
After 5 years	-	-
Total future commitments	**14,920**	**23,016**

12. PERSONNEL COSTS AND EMPLOYEE BENEFIT PLANS

	2006 USD	2005 USD
Wages and salaries	142,902	125,033
Social security contributions	19,038	22,193
Pension fund contribution	4,076	397
Other personnel expenses	799	-
Total Personnel Costs	**166,815**	**147,623**

Due to their age the two employees have not been subject to the legally required plan for the full reporting period. As of December 31, 2006 the pension fund contribution as well as the Company's liabilities are immaterial.

13. EARNINGS PER SHARE

Earnings per share is calculated as net loss for the year ended on December 31, 2006 and 2005 divided by 100,110,400 weighted average number of outstanding shares.

14. SUBSEQUENT EVENT

Refer to Note 2 regarding financing transactions that occurred after year end.

CONDENSED CONSOLIDATED BALANCE SHEET

	09.30.2007 USD	12.31.2006 USD
ASSETS		
Cash and cash equivalents	10,201,883	1,090,098
Other current assets	220,651	48,683
Total current assets	**10,422,534**	**1,138,781**
Tangible fixed assets	70,307	3,998
Total non-current assets	**70,307**	**3,998**
TOTAL ASSETS	**10,492,841**	**1,142,779**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Bank overdraft	39,328	19,003
Deferred consideration for interest in CJSC South Petroleum	109,560	193,003
Accounts payable	86,295	70,918
Accrued expenses	204,703	167,664
Total current liabilities	**439,886**	**450,588**
Liability in respect of investment in associate	253,743	253,743
Loan owed to a major shareholder	37,758	409,920
Total non-current liabilities	**291,501**	**663,663**
TOTAL LIABILITIES	**731,387**	**1,114,251**
Common stock (300,000,000 shares authorized, USD 0.001 par value, 112,156,488 and 80,000,000 shares, respectively, issued and outstanding)	112,156	80,000
Additional paid-in capital	19,883,970	1,466,071
Foreign currency translation reserve	53,576	53,464
Deficit accumulated during the development stage	(10,288,248)	(1,571,007)
Total shareholders' equity	**9,761,454**	**28,528**
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**10,492,841**	**1,142,779**

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	For the three months ended		For the nine months ended		Period from 05.25.2004 (Inception) to
	09.30.2007 USD	09.30.2006 USD	09.30.2007 USD	09.30.2006 USD	09.30.2007 USD
OPERATING REVENUES					
Other revenues	-	-	-	-	115,148
Total revenues	**-**	**-**	**-**	**-**	**115,148**
OPERATING EXPENSES					
Personnel costs	(2,012,860)	(40,687)	(3,709,079)	(133,342)	(4,046,488)
Exploration costs	(105,651)	(17,803)	(151,552)	(95,767)	(310,024)
Depreciation	(4,210)	(3,973)	(8,018)	(11,045)	(39,017)
Consulting fees	(492,434)	(231,951)	(914,635)	(694,150)	(3,245,859)
Administrative costs	(714,948)	(251,476)	(4,104,720)	(690,077)	(6,220,571)
Total operating expenses	**(3,330,103)**	**(545,890)**	**(8,888,004)**	**(1,624,381)**	**(13,861,959)**
Gain from sale of investment	-	-	-	-	3,126,967
Loss from sale of investment	-	-	(900)	-	(900)
OPERATING LOSS	**(3,330,103)**	**(545,890)**	**(8,888,904)**	**(1,624,381)**	**(10,620,744)**
NON-OPERATING INCOME / (EXPENSE)					
Exchange differences	8,825	16,809	(18,195)	43,184	(41,085)
Interest income	97,622	3,982	199,259	12,641	245,469
Interest expense	(3,950)	(2,474)	(8,725)	(7,872)	(76,677)
Loss before taxes and equity in net income of associate	**(3,227,606)**	**(527,573)**	**(8,716,565)**	**(1,576,428)**	**(10,493,037)**
Taxes	(352)	275	(676)	(79)	(1,524)
Equity in net income of associate		-	-	-	201,960
Minority interest in net income	-	-	-	-	(5,308)
Net loss	**(3,227,958)**	**(527,298)**	**(8,717,241)**	**(1,576,507)**	**(10,297,909)**
Weighted average number of outstanding shares	111,878,422	100,110,400	107,416,090	100,110,400	101,735,214
Basic and diluted loss per share	**(0.0289)**	**(0.0053)**	**(0.0812)**	**(0.0157)**	**(0.1012)**

CONDENSED CONSOLIDATED CASH FLOW STATEMENT

	For the nine months ended		Period from 05.25.2004 (Inception) to
	09.30.2007 USD	09.30.2006 USD	09.30.2007 USD
OPERATING ACTIVITIES			
Net loss for the period	**(8,717,241)**	**(1,576,507)**	**(10,297,909)**
To reconcile net loss to net cash used in operating activities			
Gain from sale of investment	-	-	(3,126,967)
Loss from sale of investment	900	-	900
Equity in net income of associate	-	-	(201,960)
Depreciation	8,018	11,045	39,017
Exchange differences	18,195	(43,184)	41,085
Decrease / (increase) in receivables	(166,775)	54,470	(215,457)
(Decrease) / increase in accounts payables	(411,385)	(56,302)	(340,467)
(Decrease) / increase in accrued expenses	30,848	(36,464)	198,512
Stock-based compensation	5,578,623	-	5,578,623
Cash outflow from operating activities	**(3,658,817)**	**(1,646,942)**	**(8,324,623)**
INVESTING ACTIVITIES			
Purchase of tangible fixed assets and computer software	(74,043)	-	(188,366)
Sale of tangible fixed assets and computer software	-	4,589	79,326
Proceeds from sale of investment	-	-	4,000,000
Acquisition of investment in associate	-	-	(67,747)
Cash inflow (outflow) from investing activities	**(74,043)**	**4,589**	**3,823,213**
FINANCING ACTIVITIES			
Contribution share capital founders	-	-	80,019
Issuance of units	13,208,055	-	13,208,055
Cash arising on recapitalization	6,510	-	6,510
Major shareholder loan repaid	(372,162)	-	(3,348,074)
Major shareholder loan raised	-	1,017,760	4,653,720
Related company loan raised / (repaid)	-	(179,210)	-
Increase in bank overdraft	20,325	-	39,328
Cash flows from financing activities	**12,862,728**	**838,550**	**14,639,558**
Net change in cash and cash equivalents	**9,129,868**	**(803,803)**	**10,138,148**
Cash and cash equivalents at the beginning of the period	1,090,098	1,551,938	-
Currency translation effect on cash and cash equivalents	(18,083)	(107,646)	63,735
Cash and cash equivalents at the end of the period	**10,201,883**	**640,489**	**10,201,883**

Supplemental schedule of non-cash investing and financing activities: Warrants issued to pay placement commission expenses: USD 2,689,910 (for the nine months ended 09.30.2007)

CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY / (DEFICIT)

SHAREHOLDERS' EQUITY / (DEFICIT)	Number of Shares	Share Capital	Additional paid-in capital	Deficit accumulated during the development stage	Accumulated Other Compre-hensive Income (Loss)	Total share-holders' equity / (deficit)	Comprehensive Income (Loss)
Balance May 25, 2004	-	-	-	-	-	-	-
Contribution share capital from founders	80,000,000	80,000	19	-		**80,019**	-
Currency translation adjustment	-	-	-	-	(77,082)	**(77,082)**	(77,082)
Net loss for the period	-	-	-	(601,032)	-	**(601,032)**	(601,032)
Balance December 31, 2004	**80,000,000**	**80,000**	**19**	**(601,032)**	**(77,082)**	**(598,095)**	**(678,114)**
Balance January 1, 2005	**80,000,000**	**80,000**	**19**	**(601,032)**	**(77,082)**	**(598,095)**	
Currency translation adjustment	-	-	-		218,699	**218,699**	218,699
Net loss for the year	-	-	-	(1,993,932)	-	**(1,993,932)**	(1,993,932)
Balance December 31, 2005	**80,000,000**	**80,000**	**19**	**(2,594,964)**	**141,617**	**(2,373,328)**	**(1,775,233)**
Balance January 1, 2006	**80,000,000**	**80,000**	**19**	**(2,594,964)**	**141,617**	**(2,373,328)**	
Forgiveness of debt by major shareholder	-	-	1,466,052	-	-	**1,466,052**	-
Currency translation adjustment	-	-	-	-	(88,153)	**(88,153)**	(88,153)
Net income for the year	-	-	-	1,023,957	-	**1,023,957**	1,023,957
Balance December 31, 2006	**80,000,000**	**80,000**	**1,466,071**	**(1,571,007)**	**53,464**	**28,528**	**935,804**
Balance January 1, 2007	**80,000,000**	**80,000**	**1,466,071**	**(1,571,007)**	**53,464**	**28,528**	
Recapitalization transaction (Note 1)	20,110,400	20,110	(356,732)	-	-	(336,622)	-
Stock-based compensation	880,000	880	3,911,077	-	-	3,911,957	-
Private placement of Units, issued for cash	10,330,152	10,330	9,675,667	-	-	9,685,997	-
Currency translation adjustment	-	-	-	-	138	138	138
Net loss for the period	-	-	-	(5,489,284)	-	(5,489,284)	(5,489,284)
Balance June 30, 2007	**111,320,552**	**111,320**	**14,696,083**	**(7,060,291)**	**53,602**	**7,800,714**	**(5,489,146)**
Balance July 1, 2007	**111,320,552**	**111,320**	**14,696,083**	**(7,060,291)**	**53,602**	**7,800,714**	
Stock-based compensation	-	-	1,666,666	-	-	1,666,666	-
Private placement of Units (Note 2)	10,709	11	(11)	-	-	-	-
Private placement of Units, issued for cash	825,227	825	3,521,232	-	-	3,522,057	-
Currency translation adjustment	-	-	-	-	(26)	(26)	(26)
Net loss for the period	-	-	-	(3,227,957)	-	(3,227,957)	(3,227,957)
Balance September 30, 2007	**112,156,488**	**112,156**	**19,883,970**	**(10,288,248)**	**53,576**	**9,761,454**	**(3,227,983)**

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
for the period ended September 30, 2007

1. CORPORATE INFORMATION

The consolidated financial statements of Manas Petroleum Corporation (the "Company") and its subsidiaries ("the Group") for the period ended September 30, 2007 were authorized for issue in accordance with a resolution of the directors on November 14, 2007. The Company considers itself as a development stage company since it has not realized any revenues from its planned operations. Accordingly, the Company presents its financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP) that apply in establishing operating enterprises. As a development stage enterprise, the Company discloses the deficit accumulated during the development stage and the cumulative statements of operations and cash flows from inception to the current balance sheet date.

The Company, formerly known as Express Systems Corporation, was incorporated in the State of Nevada on July 9, 1988. The Group has a focused strategy on exploration and developing oil and gas resources in Central Asia (subsidiaries in Kyrgyz Republic and Republic of Tajikistan) and in the Balkan Region.

On April 10, 2007, the Company completed the Exchange Transaction whereby it acquired its sole subsidiary DWM Petroleum AG, Baar (DWM) pursuant to an exchange agreement signed in November 2006 whereby 100% of the shares of DWM were exchanged for 80,000,000 common shares of the Company. As part of the closing of the Exchange Transaction the Company issued 800,000 shares as finders' fees at the closing price of USD 3.20.

The acquisition of DWM has been accounted for as a merger of a private operating company into a non-operating public shell. Consequently, the Company is the continuing legal registrant for regulatory purposes and DWM is treated as the continuing accounting acquirer for accounting and reporting purposes. The assets and liabilities of DWM remained at historic cost. Under US GAAP in transactions involving the merger of a private operating company into a non-operating public shell, the transaction is equivalent to the issuance of stock by DWM for the net monetary assets of the Company, accompanied by a recapitalization. The accounting is identical to a reverse acquisition, except that no goodwill or other intangibles are recorded.

Operating environment
(Kyrgyz Republic & Republic of Tajikistan)
In recent years the Kyrgyz Republic and the Republic of Tajikistan have undergone substantial political, economic and social change. As in any emerging market, the Kyrgyz Republic and the Republic of Tajikistan do not possess a well-developed business and regulatory infrastructure that would generally exist in more developed market economies. As a result, operations carried out in the Kyrgyz Republic and the Republic of Tajikistan involve significant risks that are not typically associated with those in developed markets. The accompanying financial statements of the Group do not include any adjustments that may result from the future clarification of these uncertainties. Such adjustments, if any, will be reported in the financial statements of the Group when they become known and estimable.

Through its 100% owned subsidiary DWM Petroleum AG, the Company has an agreement in principle with the Albanian Government to acquire two production sharing agreements in Albania covering approximately 3,100 km^2.

2. GOING CONCERN

The consolidated financial statements have been prepared on the assumption that the Group will continue as a going concern. The Group has no operating income and therefore will remain dependent upon continued funding from its shareholders or other sources.

On April 10, 2007 the Company completed a private placement of 10,340,860 Units (including 10,709 shares issued in the current quarter for additional cost of the placement). The Company received USD 10,330,152 less costs and expenses for the sale of the units. Each Unit consisted of 1 share, ½ Series A warrant exercisable at USD 2 per share, and ½ Series B warrant exercisable at USD 4 per share.

On July 31, 2007 the Company completed a second private placement of 825,227 Units. The Company received USD 3,687,992 less costs and expenses for the sale of units. Each unit consisted of 1 share and 1 warrant exercisable at USD 5.50 per share. Commissions paid in connection with this offering totaled $155,759 and 33,289 warrants. Further details on the terms of the warrants are set out in Note 7.

The Group's cash balance at the end of the third quarter ended September 30, 2007 amounts to USD 10,201,883. The current funds will be utilized to finance the first phase of our work program in Albania amounting to a minimum outlay of USD 6,100,000 which has to be secured through a Bank Guarantee or similar instrument, This leaves us with cash on hand of USD 4,101,883. Based on our expected monthly burn rate and the initial capex requirement in Albania, we have working capital that will last for six months.

In order to continue to fund operations after the next six months and implement the growth strategy through the further acquisition of new licenses in particular in Central Asia, Latin America and the Balkan Region as well as to finance continuing operations, the Group will require further funds. These funds will be raised through additional equity financing.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
for the period ended September 30, 2007

3. ACCOUNTING POLICIES

The Company's Consolidated Financial Statements are prepared in accordance with US GAAP. 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, liabilities and disclosures, if any, of contingent assets and liabilities at the date of the financial statements. Actual results could differ from these estimates.

The accompanying financial data as of September 30, 2007 and for the three and nine months ended September 30, 2007 and 2006 has been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). Certain information and footnote disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted pursuant to such rules and regulations. These Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and the notes thereto, included in the annual financial statements of DWM filed as part of Form 8-K on June 7, 2007.

In the opinion of management, all adjustments (which include normal recurring adjustments, except as disclosed herein) necessary to present a fair statement of financial position as of September 30, 2007, results of operations for the three and nine months ended September 30, 2007 and 2006 and cash flows for the nine months ended September 30, 2007 and 2006, as applicable, have been made. The results of operations for the three and nine months ended September 30, 2007 are not necessarily indicative of the operating results for the full fiscal year or any future periods.

Foreign currency translation
The consolidated financial statements of the Group are presented in US dollars (USD). The parent Company's functional currency is the USD.

Generally, the local currency is used as the functional currency. The Company's Swiss subsidiary DWM Petroleum AG changed its functional currency from the Swiss Franc (CHF) into the USD as of January 1, 2007. The change in functional currency was triggered by the signing of an agreement with Santos. Subsequent to the signing of the agreement the majority of DWM's transactions were denominated in USD. Transactions are recorded using the exchange rate at the time of the transaction. All resulting foreign exchange transaction gains and losses are recognized in the Group's income statement.

Income, expenses and cash flows of the consolidated entities have been translated into USD using an average exchange rate of the period. Assets and liabilities are translated using the period end exchange rates. Translation differences arising from movements in the exchange rates used to translate equity, retained earnings and other equity components and net income for the period are allocated directly to the cumulative translation differences reserve.

	January 1, 2007 to September 30, 2007		
Average Rates		2006	2005
	TJS	CHF	CHF
USD	3.4355	1.2536	1.2458

Balance Sheet Period End Rates			
	September 30, 2007	2006	2005
	TJS	CHF	CHF
USD	3.4445	1.2198	1.3179

TJS = Tajikistan Somoni

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
for the period ended September 30, 2007

4. NEW ACCOUNTING STANDARDS NOT YET ADOPTED

FASB Statement No. 157, Fair Value Measurements (SFAS157) In September 2006, the FASB issued SFAS 157, which will become effective for the Group on January 1, 2008. This standard defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The Statement does not require any new fair value measurements but would apply to assets and liabilities that are required to be recorded at fair value under other accounting standards. The impact, if any, to the Group from the adoption of SFAS 157 in 2008 will depend on the Group's assets and liabilities at that time that are required to be measured at fair value.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* (SFAS 159). SFAS 159 allows entities to measure at fair value many financial instruments and certain other assets and liabilities that are not otherwise required to be measured at fair value. SFAS 159 is effective for fiscal years beginning after November 15, 2007. We have not determined what impact, if any, that adoption will have on our results of operations, cash flows or financial position.

5. TANGIBLE FIXED ASSETS

2007	Office Equipment and Furniture USD	Vehicles USD	Leasehold Improvements USD	Total USD
Cost at January 1	5,436	-	-	5,346
Recapitalization Transaction (Note 1)	3,407	-	-	3,407
Additions	21,043	53,000	-	74,043
Cost at September 30	29,886	53,000	-	82,886
			-	
Accumulated Depreciation at January 1	(1,438)	-	-	(1,438)
Recapitalization Transaction (Note 1)	(3,123)	-	-	(3,123)
Depreciation	(2,018)	(6,000)	-	(8,018)
Accumulated Depreciation at September 30	(6,579)	(6,000)	-	(12,579)
Net Book Value	23,307	47,000	-	70,307

6. STOCK COMPENSATION PROGRAM

On May 1, 2007 the board of directors approved the granting of stock options according to a Nonqualified Stock Option Plan. This stock option plan has the purpose (a) to ensure the retention of the services of existing executive personnel, key employees, and directors of the Company or its affiliates; (b) to attract and retain competent new executive personnel, key employees, consultants and directors; (c) to provide incentive to all such personnel, employees, consultants and directors to devote their utmost effort and skill to the advancement and betterment of the Company, by permitting them to participate in the ownership of the Company and thereby in the success and increased value of the Company; and (d) allowing vendors, service providers, consultants, business associates, strategic partners, and others, with or that the board of directors anticipates will have an important business relationship with the Company or its affiliates, the opportunity to participate in the ownership of the Company and thereby to have an interest in the success and increased value of the Company.

This plan constitutes a single "omnibus" plan, the Nonqualified Stock Option Plan ("NQSO Plan") which provides grants of nonqualified stock options ("NQSOs"). The maximum number of shares of common stock that may be purchased under the plan is 14,000,000.

On May 2, 2007, the Company granted 8,750,000 stock options to employees and consultants at a price of USD 4.00 per share. The closing share price at grant date was USD 3.55, hence the strike price was out-of-the-money. These stock options vest over 36 months with 1/12 vested per quarter. Compensation cost, being the fair value of the options at the grant date, is calculated to be USD 14,880,995 of which USD 1,240,083 will be expensed every quarter as the remainder vest.

On June 1, 2007, the Company granted 1,500,000 stock options to an officer and director at a price of USD 4.90 per share. The strike price represents the closing share price on the grant date. These stock options vest over 36 months with 1/12 vested per quarter. Compensation cost, being the fair value of the options at the grant date, is calculated to be USD 3,933,584 of which USD 327,799 will be expensed every quarter as the remainder vest.

On June 25, 2007, the Company granted 400,000 stock options to an officer at a price of USD 5.50 per share. The strike price represents the closing share price on the grant date. These stock options vest over 36 months with 1/12 vested per quarter. Compensation cost, being the fair value of the options at the grant date, is calculated to be USD 1,185,412 of which USD 98,784 will be expensed every quarter as the remainder vest.

The fair value of all of the options was determined using the Black-Scholes option pricing model using a 6-year expected life of the option, a volatility factor of 50%, a risk-free rate of 5.0% and no assumed dividend rate.

At the end of September 30, 2007 Manas recorded a total charge of USD 2,611,424 in respect of the equity awards granted under the stock option plan. Of this charge, USD 2,398,371 and USD 213,053 were recorded in personnel costs and consulting fees respectively.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
for the period ended September 30, 2007

7. WARRANTS

As at September 30, 2007, the Company had a total of 12,933,989 warrants outstanding to purchase common stock. Each warrant entitles the holder to purchase one share of the Company's common stock. The Company has reserved 12,933,989 shares of common stock in the event that these warrants are exercised.

The warrants include 5,170,430 Series A Warrants exercisable at USD 2.00 per share and 5,170,430 Series B Warrants exercisable at USD 4.00 per share; of which all are exercisable at the option of the holder, have no redemption features, and are settled on a physical basis. The Series A Warrants are exercisable at any time following their issuance but will expire on April 10, 2009 to the extent they are not exercised. The Series B Warrants are exercisable at any time following their issuance but will expire on April 10, 2010 to the extent they are not exercised.

The Company has also issued 1,734,613 warrants exercisable at USD 2.00 each pursuant to the issuance of a private placement unit offering. These warrants expire on April 10, 2010.

The Company has also issued 825,227 warrants exercisable at USD 5.50 each pursuant to the issuance of a private placement unit offering. These warrants expire on July 31, 2009.

The Company has also issued 33,289 warrants exercisable at USD 4.50 each pursuant to the issuance of a private placement unit offering. These warrants expire on July 31, 2009.

8. RELATED PARTY DISCLOSURE

The management of Manas owns 57% of the issued shares.

CJSC South Petroleum Company summarized financial information:

The following summarized financial information (in USD thousand) as of September 30, 2007 and for the period from January 1, 2007 to September 30, 2007 is presented for CJSC South Petroleum Company which is a significant equity method investee that is not consolidated:

Current assets	101,202
Non-current assets	66,237
Current liabilities	4,300
Non-current liabilities	244,520
Gross revenues	0
Gross profit	0
Income from continuing operations	-153,209
Net income	-153,209

The following table provides the total amount of transactions, which have been entered into with related parties for the relevant financial period:

Board of Directors

	January 1, 2007 to September 30, 2007 USD	January 1, 2006 to September 30, 2006 USD
Payments to a director for office rent	72,273	71,455
Payments to related companies controlled by directors for rendered consulting services	-	291,071

	September 30, 2007 USD	September 30, 2006 USD
Loan from a director	37,758	6,001,639
Loan from a related company controlled by a director	-	76,947

The loans granted from related parties are perpetual loans with indefinite maturity and bear interest based on market conditions. Consulting services by related parties are performed for a fee.

The consulting contract with Talas Gold, controlled by the CEO Alex Becker, concerning geological data processing was terminated on August 31, 2007. The annual costs amounted to USD 254,000.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
for the period ended September 30, 2007

9. COMMITMENTS & CONTINGENT LIABILITIES

Legal actions and claims (Kyrgyz Republic & Republic of Tajikistan)

In the ordinary course of business, the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan may be subject to legal actions and complaints. Management believes that the ultimate liability, if any, arising from such actions or complaints will not have a material adverse effect on the financial condition or the results of future operations of the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan. At September 30, 2007 there have been no legal actions threatened or actual against the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan.

Management believes that the associate / subsidiaries in the Kyrgyz Republic & Republic of Tajikistan are in substantial compliance with the tax laws affecting its operations. However, the risk remains that relevant authorities could take differing positions with regards to interpretative issues.

The Group has entered into operating leases as lessee for three cars for related parties. Expenses for this items totalled USD 17,910 for the period from January 1, 2007 to September 30, 2007 (USD 10,109 in 2006). Future net lease payments are:

	September 30, 2007 USD	December 31, 2006 USD
Within 1 year	42,639	9,948
Between 2 and 5 years	91,437	4,972
After 5 years	0	0
Total future commitments	134,076	14,920

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
for the period ended September 30, 2007

10. PERSONNEL COSTS AND EMPLOYEE BENEFIT PLANS

The majority of the increase in the personnel costs has been due to the costs for the stock based compensation plan.

Currently the company is in the process of setting up employee benefit plans.

11. EARNINGS PER SHARE

Earnings per share is calculated as net loss for the period ended September 30, 2007 divided by 111,878,422 weighted average number of outstanding shares and for the period ended September 30, 2006 divided by 100,110,400 weighted average number of outstanding shares.

The calculation of shares outstanding in the prior periods has been calculated by converting DWM's historic shares outstanding into equivalent Manas shares outstanding based upon the exchange ratio established under the exchange agreement. Furthermore, the Manas shares outstanding at the exchange date have been treated as being outstanding for all periods presented.

There are 10,650,000 stock options outstanding and 12,933,989 warrants outstanding that are anti-dilutive because the Company is in a net loss position.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

On September 14, 2006, Staley, Okada & Partners Chartered Accountants resigned as the auditors for Express Systems Corp., the name of our company prior to the acquisition of DWM Petroleum AG on April 10, 2007. The reason for their resignation is that they entered into a transaction with PricewaterhouseCoopers LLP under which certain assets of Staley Okada & Partners were sold to Pricewaterhouse and a number of the professional staff and partners of Staley Okada & Partners joined Pricewaterhouse either as employees or partners of Pricewaterhouse and will carry on practicing as members of Pricewaterhouse.

Staley, Okada's reports on the financial statements of Express Systems Corp. for the two years prior to their resignation did not contain an adverse opinion or disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope, or accounting principles. During the fiscal years ended March 31, 2006 and 2005 and the subsequent interim period through September 14, 2006 (the date of the resignation), there were no disagreements with our former accountant on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure.

The decision to accept the resignation of Staley, Okada & Partners Chartered Accountants was approved by our Board of Directors. On October 2, 2006, our Board appointed Lazar Levine & Felix LLP ("Lazar") as our independent accountants.

On August 3, 2007, we appointed Deloitte AG as our auditors and informed Lazar, our previous independent accountants, that we were no longer using their services. Deloitte AG had been the independent accountants of DWM Petroleum AG prior to our Acquisition of DWM. As we acquired DWM and its business in a transaction in which DWM was treated as the continuing accounting acquirer for accounting and reporting purposes, we decided to use Deloitte AG as our independent accountants as they were already familiar with DWM and it operations and accounts. Other than a going concern explanatory paragraph during our most recent fiscal year ended March 31, 2007 and subsequent interim period through August 3, 2007 (the date of the dismissal and appointment), there were no disagreements with Lazar on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure. There were no disagreements with Lazar on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to the Lazar's satisfaction, would have caused it to make reference to the subject matter of the disagreement in connection with its report.

The decision to dismiss Lazar and appoint Deloitte was approved by our Board of Directors on August 3, 2007.

PART II – INFORMATION NOT REQUIRED IN PROSPECTUS

Item 24 Indemnification of Directors and Officers.

Nevada corporation law provides that 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.

Nevada corporation law also provides that 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, 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.

Our Articles of Incorporation authorize us to indemnify our Directors and officers to the fullest extent permitted under Nevada law.

Our Bylaws require us to indemnify any present and former Directors, officers, employees, agents, partners, trustees and each person who serves in any such capacities at our request against all costs, expenses, judgments, penalties, fines, liabilities and all amounts paid in settlement reasonably incurred by such persons in connection with any threatened, pending or completed action, action, suit or proceeding brought against such person by reason of the fact that such person was a Director, officer, employee, agent, partner or trustees of our company. We will only indemnify such persons if one of the groups set out below determines that such person has conducted himself in good faith and that such person:

- reasonably believed that their conduct was in or not opposed to our best interests or
- with respect to criminal proceedings had no reasonable cause to believe their conduct was unlawful.

Our Bylaws also require us to 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 our company to procure a judgment in our favor by reason that such person is or was one of our Directors, trustees, officers, employees or agents or is or was serving at our request in any such capacities against all costs, expenses, judgments, penalties, fines, liabilities and all amounts paid in settlement actually and reasonably incurred by such person. We will only indemnify such persons if one of the groups set out below determined that such person has conducted himself in good faith and that such person reasonably believed that their conduct was in or not opposed to our best interests. Unless a court otherwise orders, we will not indemnify any such person if such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of such person's duty to us.

The determination to indemnify any such person must be made:

- by our stockholders,
- by our Board of Directors by majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding,
- by independent legal counsel in a written opinion, or
- by court order.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to Directors, officers and controlling persons of our company under Nevada law or otherwise, we have been advised the opinion of the Securities and Exchange Commission is that such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event a claim for indemnification against such liabilities (other than payment by us for expenses incurred or paid by a Director, officer or controlling person of our company in successful defense of any action, suit, or proceeding) is asserted by a Director, officer or controlling person in connection with the securities being registered, we 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 of whether such indemnification by it is against public policy in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Item 25 Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses payable by us in connection with the issuance and distribution of the securities being registered hereunder. The selling stockholders shall bear no expense in connection with this registration statement. All of the amounts shown are estimates, except for the SEC Registration Fees.

SEC registration fees	$2,943
Printing and engraving expenses[1]	$5,000
Accounting fees and expenses[1]	$35,000
Legal fees and expenses[1]	$125,000
Transfer agent and registrar fees[1]	$10,000
Fees and expenses for qualification under state securities laws	$10,000
Miscellaneous[1]	$5,000
Total	$192,943

(1) Estimated fees.

Item 26 Recent Sales of Unregistered Securities – Last Three Years.

On July 31, 2007, we arranged a private placement of 825,227 units at a purchase price of $4.50 per unit, for total gross proceeds of up to $3,687,992. Each "Unit" consisted of one share of our common stock and one warrant to purchase a share of our common stock exercisable at $5.50 until July 31, 2009. The Units were issued to non-U.S. persons (as that term is defined in Regulation S promulgated under the Securities Act of 1933) in an offshore transaction relying on Regulation S and/or Section 4(2) of the Securities Act of 1933. Proceeds of the financing will be used for working capital. Commissions paid in connection with this offering totaled $155,759 and 33,289 warrants exercisable at $4.50 until July 31, 2009. These warrants were issued in an offshore transaction relying on Regulation S and/or Section 4(2) of the Securities Act of 1933.

In June 2007, we issued 80,000 shares of our common stock as a bonus to one of our employees who is neither an executive officer or a director as consideration for past services. At the time of the issuance, shares of our common stock were trading on the OTCBB at approximately $5.09 per share. These shares were issued to a non-U.S. person relying on the exemption from the registration requirements of the Securities Act of 1933 provided by Regulation S and/or Section 4(2) of the Securities Act.

On April 10, 2007 and in connection with the share exchange carried out for our acquisition of DWM Petroleum AG, we issued an aggregate of 80,000,000 shares of our common stock to the former DWM shareholders. DWM common stock issued in the Share Exchange was exempt from the registration requirements of the Securities Act of 1933, pursuant to Regulation S under the Securities Act. At the time of purchase, each DWM shareholder represented that such shareholder: (i) was outside the U.S. and was a not a U.S person (and was not purchasing for the account or benefit of a U.S. person) within the meaning of Regulation S; (ii) will abide by the restrictions on resale pursuant to Rule 904 of Regulation S; and (iii) if a "dealer" or a person receiving a selling concession fee or other remuneration within the meaning of Regulation S, will not, until the expiration of the one-year "restricted period" within the meaning of Rule 903 of Regulation S, offer or sell such shares to a U.S. person or for the account or benefit of a U.S. person within the meaning Rule 902(k) of the Securities Act.

On April 10, 2007, we issued 400,000 shares of our common stock to each of Anderson Properties Incorporated and John Martin as finders' fees in connection with the share exchange. These shares are deemed "restricted securities" and bear an appropriate restrictive legend indicating that the resale of such shares may be made only pursuant to registration under the Securities Act or pursuant to an available exemption from such registration. The sales of these securities were exempt from registration under the Securities Act pursuant to Regulation S under the Securities Act.

Also on April 10, 2007, we completed a private placement of 10,330,152 units. Each "Unit" consisted of one share of our common stock, 50% warrant coverage in Series A warrants which grants the holder the right to acquire one share of common stock at $2 per share for 2 years, and 50% warrant coverage in Series B warrants which grants the holder the right to acquire one share of common stock at $4 per share for 3 years. Prior to making these sales, each purchaser represented that it was either a non-U.S. person within the meaning of Regulation S under the Securities Act or an accredited investor within the meaning of Regulation D under the Securities Act. The sales of these securities were exempt from registration under the Securities Act pursuant to Regulation S and/or Regulation D under the Securities Act. Commissions paid in connection with this offering totaled $607,114.60 and 1,734,613 warrants exercisable at $2.00 until April 10, 2010. These warrants were issued in an offshore transaction relying on Regulation S and/or Section 4(2) of the Securities Act of 1933.

In October 2006, we issued 14,000,000 shares in a private placement offering at $0.01 per share for total proceeds of $140,000. These shares were issued to non-U.S. persons relying on the exemption from the registration requirements of the Securities Act of 1933 provided by Regulation S.

In June 2005, we issued 40,000 shares at $0.25 per share to our transfer agent as a set up fee. In issuing these shares to this accredited investors, we relied on the exemption from the registration requirements of the Securities Act of 1933 provided by Section 4(2) thereof.

In April 2005, we issued 150,000 shares of Common Stock at $0.25 per share to our Directors for services received. These shares were issued to non-U.S. person relying on the exemption from the registration requirements of the Securities Act of 1933 provided by Regulation S.

In April 2005, we issued 800,000 shares of Common Stock at $0.25 per share. These shares were issued to non-U.S. person relying on the exemption from the registration requirements of the Securities Act of 1933 provided by Regulation S.

Item 27 Exhibits.

Exhibit Number	Description
3.1	Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to our Registration Statement on Form SB-2 filed on July 14, 2003)
3.2	Certificate of Amendment of Certificate of Incorporation of Express Systems Corporation filed on April 2, 2007 (changing name to Manas Petroleum Corporation) (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K filed on April 17, 2007)
3.3	By-Laws (incorporated by reference to Exhibit 3.2 to our Registration Statement on Form SB-2 filed on July 14, 2003)
4.1	Form of Share Certificate (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form SB-2 filed on July 14, 2003)
4.2	Form of Warrant A to Purchase Manas Petroleum Corporation Common Stock (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed on April 17, 2007)
4.3	Form of Warrant B to Purchase Manas Petroleum Corporation Common Stock (incorporated by reference to Exhibit 4.2 to our Current Report on Form 8-K filed on April 17, 2007)
4.4*	Form of July 31, 2007 Warrants to Purchase Manas Petroleum Corporation Common Stock at $4.50
4.5*	Form of July 31, 2007 Warrants to Purchase Manas Petroleum Corporation Common Stock at $5.50
5.1*	Opinion of Sanders Ortoli Vaughn-Flam Rosenstadt LLP regarding the legality of the securities being registered
10.1	Share Exchange Agreement, dated November 23, 2007 (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed on April 17, 2007)
10.2	Form of Securities Purchase Agreement (incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K filed on April 17, 2007)
10.3	Form of Escrow Agreement (incorporated by reference to Exhibit 10.3 to our Current Report on Form 8-K filed on April 17, 2007)
10.4	Form of Subscription Agreement (incorporated by reference to Exhibit 10.4 to our Current Report on Form 8-K filed on April 17, 2007)
10.5	Alexander Becker employment agreement, dated April 1, 2007 (incorporated by reference to Exhibit 10.5 to our Current Report on Form 8-K filed on April 17, 2007)
10.6	Heinz Scholz employment agreement, dated April 1, 2007 (incorporated by reference to Exhibit 10.6 to our Current Report on Form 8-K filed on April 17, 2007)
10.7	Peter-Mark Vogel employment agreement, dated April 1, 2007 (incorporated by reference to Exhibit 10.7 to our Current Report on Form 8-K filed on April 17, 2007)
10.8	Yaroslav Bandurak employment agreement, dated April 1, 2007 (incorporated by reference to Exhibit 10.8 to our Current Report on Form 8-K filed on April 17, 2007)
10.9	2007 Omnibus Stock Option Plan (incorporated by reference to Exhibit 10.9 to our Current Report on Form 8-K filed on April 17, 2007)
10.10	Farm-In Agreement, dated April 10, 2007 (incorporated by reference to Exhibit 10.10 to our Current Report on Form 8-K filed on April 17, 2007)
10.11	Talas Gold Consulting Agreement, dated February 20, 2007 (incorporated by reference to Exhibit 10.11 to our Current Report on Form 8-K filed on April 17, 2007)
10.12	Form of Lock-Up Agreement for Affiliates (incorporated by reference to Exhibit 10.12 to our Current Report on Form 8-K filed on April 17, 2007)
10.13	Form of Lock-Up Agreement for Minority Shareholders (incorporated by reference to Exhibit 10.13 to our Current Report on Form 8-K filed on April 17, 2007)
10.14**	Production Sharing Agreement regarding Blocks D-E, dated July 31, 2007, between DWM Petroleum AG and the Ministry of Economy, Trade and Energy of Albania
10.15**	Production Sharing Agreement regarding Blocks D-E, dated July 31, 2007, between DWM Petroleum AG and the Ministry of Economy, Trade and Energy of Albania
10.16	Employment Agreement between Manas Petroleum Corporation and Neil Maedel as Vice President of Business Development, dated and effective on or about June 1, 2007 (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed on June 7, 2007)
10.17*	Form of Securities Purchase Agreement for July 31, 2007 private placement
10.18*	Form of Amendment to the Securities Purchase Agreement for July 31, 2007
10.19*	Sub-Tenancy Agreement, dated October 26, 2006, between Heinz Jurgen Scholz and DWM Petroleum AG
10.20*	Agreement, dated September 5, 2005, between Varuna AG and DWM Petroleum AG
10.21*	Agreement, dated September 5, 2005, between Heinz Jurgen Scholz and DWM Petroleum AG
14.1*	Code of Ethics, adopted May 1, 2007
16.1	Letter of Staley, Okada & Partners Chartered Accountants, dated September 14, 2006 (incorporated by reference to Exhibit 16.1 to our Current Report on Form 8-K filed on September 25, 2006)
16.2	Letter of Staley, Okada & Partners Chartered Accountants, dated October 3, 2006 (incorporated by reference to Exhibit 16.2 to our Current Report on Form 8-K filed on October 5, 2006)
16.3	Letter of Lazar Levine & Felix LLP, dated August 3, 2007 (incorporated by reference to Exhibit 16.1 to our Current Report on Form 8-K filed on August 3, 2007)
21.1	Subsidiaries of Manas Petroleum Corporation CSJC Somon Oil, Dushambe, Tajikistan, 90% interest DWM Petroleum AG, Switzerland
23.1*	Consent of Deloitte AG
23.2*	Consent of Sanders Ortoli Vaughn-Flam Rosenstadt LLP (included in Exhibit 5.1)

** filed herewith*

*** to be filed by amendment*

Item 28 Undertakings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which it offers or sells securities, a post-effective amendment to this Registration Statement to:

(i) Include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) Reflect in the prospectus any facts or events which, individually or together, 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 Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) Include any additional or changed information on the plan of distribution.

(2) For determining liability under the Securities Act, the Company will treat each such post-effective amendment as a new registration statement of the securities offered, and the offering of such securities at that time to be the initial bona fide offering.

(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) For determining liability of the undersigned small business issuer under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned small business issuer undertakes that in a primary offering of securities of the undersigned small business issuer pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned small business issuer will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned small business issuer relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned small business issuer or used or referred to by the undersigned small business issuer;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned small business issuer or its securities provided by or on behalf of the undersigned small business issuer; and

(iv) Any other communication that is an offer in the offering made by the undersigned small business issuer to the purchaser.

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, the small business issuer has been advised that in the opinion of the 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 said liabilities (other than the payment by Manas Petroleum Corporation of expenses incurred or paid by a Director, officer or controlling person of Manas Petroleum Corporation in the successful defense of any action, suit or proceeding) is asserted by the Director, officer or controlling person in connection with the securities being registered, Manas Petroleum Corporation will, unless in the opinion of our 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 and will be governed by the final adjudication of the issue.

Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

In accordance with the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned on November 20, 2007.

MANAS PETROLEUM CORPORATION
a Nevada corporation

By: /s/ Alexander Becker
Alexander Becker, Chief Executive Officer and Director
(Principle Executive Officer)
November 20, 2007

By: /s/ Peter-Mark Vogel
Peter-Mark Vogel, Chief Financial Officer and Director
(Principle Financial Officer and Principle Accounting Officer)
November 20, 2007

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person who signature appears below constitutes and appoints each of Alexander Becker and Peter-Mark Vogel as his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or any of them, or of their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates stated.

Signatures

By: /s/ Alexander Becker
Alexander Becker, Chief Executive Officer and Director
(Principle Executive Officer)
November 20, 2007

By: /s/ Peter-Mark Vogel
Peter-Mark Vogel, Chief Financial Officer and Director
(Principle Financial Officer and Principal Accounting Officer)
November 20, 2007

By: /s/ Michael Velletta
Michael Velletta, Director
November 20, 2007

By: /s/ Neil Maedel
Neil Maedel, Director
November 20, 2007

By: /s/ Heinz Scholz
Heinz Scholz, Director
November 20, 2007

EXHIBIT 4.4

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK BROKER'S WARRANT

To Purchase _____ Shares of Common Stock of

MANAS PETROLEUM CORPORATION

THIS COMMON STOCK BROKER'S WARRANT (the "Warrant") certifies that, for value received, _____. (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Exercise Date") and on or prior to the close of business on the second anniversary of the Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Manas Petroleum Corporation, a Nevada corporation (the "Company"), in the aggregate, up to _____ shares (the "Warrant Shares") of Common Stock, $.001 par value per share, of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement (the "Purchase Agreement"), dated July 31, 2007, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of such Holder appearing on the books of the Company); provided, however, within 5 Trading Days of the date said Notice of Exercise is delivered to the Company, if this Warrant is exercised in full, the Holder shall have surrendered this Warrant to the Company and the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within 1 Business Day of receipt of such notice. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error. The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.

b) Exercise Price. The exercise price of the Common Stock under this Warrant shall be $4.50, subject to adjustment hereunder (the "Exercise Price").

c) Mechanics of Exercise.

i. Authorization of Warrant Shares. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Delivery of Certificates Upon Exercise. Certificates for shares purchased hereunder shall be transmitted by the transfer agent of the Company to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("DWAC") system if the Company is a participant in such system, and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise within 3 Trading Days from the delivery to the Company of the Notice of Exercise Form, surrender of this Warrant (if required) and payment of the aggregate Exercise Price as set forth above ("Warrant Share Delivery Date"). This Warrant shall be deemed to have been exercised on the date the Exercise Price is received by the Company. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised by payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 2(e)(vii) prior to the issuance of such shares, have been paid.

iii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iv. Rescission Rights. If the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to this Section 2(e)(iv) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the

exercise of this Warrant. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price.

vi. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder; and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. CertainAdjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (A) pays a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company pursuant to this Warrant), (B) subdivides outstanding shares of Common Stock into a larger number of shares, (C) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Equity Sales. If the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall offer, sell, grant any option to purchase or offer, sell or grant any right to reprice its securities, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock, at an effective price per share less than the then Exercise Price (such lower price, the "Base Share Price" and such issuances collectively, a "Dilutive Issuance"), as adjusted hereunder (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which is issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share which is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance), then the Exercise Price shall be reduced and only reduced to equal the Base Share Price and the number of Warrant Shares issuable hereunder shall be increased such that the aggregate Exercise Price payable hereunder, after taking into account the decrease in the Exercise Price, shall be equal to the aggregate Exercise Price prior to such adjustment. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. Notwithstanding the foregoing, no adjustments shall be made, paid or issued under this Section 3(b) in respect of an Exempt Issuance. The Company shall notify the Holder in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this section, indicating therein the applicable issuance price, or of applicable reset price, exchange price, conversion price and other pricing terms (such notice the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, after the date of such Dilutive Issuance the Holder is entitled to receive a number of Warrant Shares based upon the Base Share Price regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise.

c) Pro Rata Distributions. If the Company, at any time prior to the Termination Date, shall distribute to all holders of Common Stock (and not to Holders of the Warrants) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock (which shall be subject to Section 3(b)), then in each such case the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the VWAP determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another Person, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (D) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, (a) upon exercise of this Warrant, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in an all cash transaction, cash equal to the value of this Warrant as determined in accordance with the Black-Scholes option pricing formula. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 3(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

f) Voluntary Adjustment By Company. The Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

g) Notice to Holders.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to this Section 3, the Company shall promptly mail to each Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment. If the Company issues a variable rate security, despite the prohibition thereon in the Purchase Agreement, the Company shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion or exercise price at which such securities may be converted or exercised in the case of a Variable Rate Transaction (as defined in the Purchase Agreement).

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution) on the Common Stock; (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company; then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 20-day period commencing on the date of such notice to the effective date of the event triggering such notice.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Sections 5(a) and 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. A Warrant, if properly assigned, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws, the Company may require, as a condition of allowing such transfer (i) that the Holder or transferee of this Warrant, as the case may be, furnish to the Company a written opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that such transfer may be made without registration under the Securities Act and under applicable state securities or blue sky laws, (ii) that the holder or transferee execute and deliver to the Company an investment letter in form and substance acceptable to the Company and (iii) that the transferee be an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), or (a)(8) promulgated under the Securities Act or a qualified institutional buyer as defined in Rule 144A(a) under the Securities Act.

Section 5. Miscellaneous.

a) Title to Warrant. Prior to the Termination Date and subject to compliance with applicable laws and Section 4 of this Warrant, this Warrant and all rights hereunder are transferable, in whole or in part, at the office or agency of the Company by the Holder in person or by duly authorized attorney, upon surrender of this Warrant together with the Assignment Form annexed hereto properly endorsed. The transferee shall sign an investment letter in form and substance reasonably satisfactory to the Company.

b) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights or other rights as a shareholder of the Company prior to the exercise hereof. Upon the surrender of this Warrant and the payment of the aggregate Exercise Price, the Warrant Shares so purchased shall be and be deemed to be issued to such Holder as the record owner of such shares as of the close of business on the later of the date of such surrender or payment.

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or legal holiday.

e) Authorized Shares.

The Company covenants that during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed.

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

f) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

g) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

h) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

i) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

j) Limitation of Liability. No provision hereof, in the absence of any affirmative action by Holder to exercise this Warrant or purchase Warrant Shares, and no enumeration herein of the rights or privileges of Holder, shall give rise to any liability of Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

k) Remedies. Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

l) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of all Holders from time to time of this Warrant and shall be enforceable by any such Holder or holder of Warrant Shares.

m) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

n) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated: July 31, 2007

MANAS PETROLEUM CORPORATION

By:_____
Name: Peter-Mark Vogel
Title: CFO & Director

NOTICE OF EXERCISE

TO: MANAS PETROLEUM CORPORATION

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following:

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____.

_____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

EXHIBIT 4.5

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

To Purchase _____ Shares of Common Stock of

MANAS PETROLEUM CORPORATION

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Exercise Date") and on or prior to the close of business on the second anniversary of the Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Manas Petroleum Corporation, a Nevada corporation (the "Company"), in the aggregate, up to _____ shares (the "Warrant Shares") of Common Stock, $.001 par value per share, of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement (the "Purchase Agreement"), dated December July 31, 2007, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of such Holder appearing on the books of the Company); provided, however, within 5 Trading Days of the date said Notice of Exercise is delivered to the Company, if this Warrant is exercised in full, the Holder shall have surrendered this Warrant to the Company and the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within 1 Business Day of receipt of such notice. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error. The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.

b) Exercise Price. The exercise price of the Common Stock under this Warrant shall be $5.50, subject to adjustment hereunder (the "Exercise Price").

c) Mechanics of Exercise.

i. Authorization of Warrant Shares. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Delivery of Certificates Upon Exercise. Certificates for shares purchased hereunder shall be transmitted by the transfer agent of the Company to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("DWAC") system if the Company is a participant in such system, and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise within 3 Trading Days from the delivery to the Company of the Notice of Exercise Form, surrender of this Warrant (if required) and payment of the aggregate Exercise Price as set forth above ("Warrant Share Delivery Date"). This Warrant shall be deemed to have been exercised on the date the Exercise Price is received by the Company. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised by payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 2(e)(vii) prior to the issuance of such shares, have been paid.

iii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iv. Rescission Rights. If the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to this Section 2(e)(iv) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price.

vi. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder; and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. CertainAdjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (A) pays a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company pursuant to this Warrant), (B) subdivides outstanding shares of Common Stock into a larger number of shares, (C) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Equity Sales. If the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall offer, sell, grant any option to purchase or offer, sell or grant any right to reprice its securities, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock, at an effective price per share less than the then Exercise Price (such lower price, the "Base Share Price" and such issuances collectively, a "Dilutive Issuance"), as adjusted hereunder (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which is issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share which is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance), then the Exercise Price shall be reduced and only reduced to equal the Base Share Price and the number of Warrant Shares issuable hereunder shall be increased such that the aggregate Exercise Price payable hereunder, after taking into account the decrease in the Exercise Price, shall be equal to the aggregate Exercise Price prior to such adjustment. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. Notwithstanding the foregoing, no adjustments shall be made, paid or issued under this Section 3(b) in respect of an Exempt Issuance. The Company shall notify the Holder in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this section, indicating therein the applicable issuance price, or of applicable reset price, exchange price, conversion price and other pricing terms (such notice the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, after the date of such Dilutive Issuance the Holder is entitled to receive a number of Warrant Shares based upon the Base Share Price regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise.

c) Pro Rata Distributions. If the Company, at any time prior to the Termination Date, shall distribute to all holders of Common Stock (and not to Holders of the Warrants) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock (which shall be subject to Section 3(b)), then in each such case the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the VWAP determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another Person, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (D) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, (a) upon exercise of this Warrant, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in an all cash transaction, cash equal to the value of this Warrant as determined in accordance with the Black-Scholes option pricing formula. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 3(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

f) Voluntary Adjustment By Company. The Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

g) Notice to Holders.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to this Section 3, the Company shall promptly mail to each Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment. If the Company issues a variable rate security, despite the prohibition thereon in the Purchase Agreement, the Company shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion or exercise price at which such securities may be converted or exercised in the case of a Variable Rate Transaction (as defined in the Purchase Agreement).

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution) on the Common Stock; (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company; then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 20-day period commencing on the date of such notice to the effective date of the event triggering such notice.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Sections 5(a) and 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. A Warrant, if properly assigned, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws, the Company may require, as a condition of allowing such transfer (i) that the Holder or transferee of this Warrant, as the case may be, furnish to the Company a written opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that such transfer may be made without registration under the Securities Act and under applicable state securities or blue sky laws, (ii) that the holder or transferee execute and deliver to the Company an investment letter in form and substance acceptable to the Company and (iii) that the transferee be an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), or (a)(8) promulgated under the Securities Act or a qualified institutional buyer as defined in Rule 144A(a) under the Securities Act.

Section 5. Miscellaneous.

a) Title to Warrant. Prior to the Termination Date and subject to compliance with applicable laws and Section 4 of this Warrant, this Warrant and all rights hereunder are transferable, in whole or in part, at the office or agency of the Company by the Holder in person or by duly authorized attorney, upon surrender of this Warrant together with the Assignment Form annexed hereto properly endorsed. The transferee shall sign an investment letter in form and substance reasonably satisfactory to the Company.

b) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights or other rights as a shareholder of the Company prior to the exercise hereof. Upon the surrender of this Warrant and the payment of the aggregate Exercise Price, the Warrant Shares so purchased shall be and be deemed to be issued to such Holder as the record owner of such shares as of the close of business on the later of the date of such surrender or payment.

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or legal holiday.

e) Authorized Shares. The Company covenants that during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed.

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

f) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

g) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

h) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

i) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

j) Limitation of Liability. No provision hereof, in the absence of any affirmative action by Holder to exercise this Warrant or purchase Warrant Shares, and no enumeration herein of the rights or privileges of Holder, shall give rise to any liability of Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

k) Remedies. Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

l) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of all Holders from time to time of this Warrant and shall be enforceable by any such Holder or holder of Warrant Shares.

m) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

n) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated: _____, 2007

MANAS PETROLEUM CORPORATION

By:_____
Name: Peter-Mark Vogel
Title: CFO & Director

NOTICE OF EXERCISE

TO: MANAS PETROLEUM CORPORATION

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____.

_____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

EXHIBIT 5.1

Sanders Ortoli Vaughn-Flam Rosenstadt
501 Madison Ave.
New York, NY 10022

November 21, 2007

Manas Petroleum Corporation
Bahnhofstrasse 9
6341Baar, Switzerland

Re: REGISTRATION STATEMENT ON FORM SB-2

Dear Ladies and Gentlemen:

We have acted as counsel to Manas Petroleum Corporation (the "Company"), a Delaware corporation, in connection with the preparation and filing of a Registration Statement on Form SB-2 including a Prospectus ("Prospectus") to be filed on November 21, 2007 (the "Registration Statement") covering up to 22,683,989 shares of Common Stock, par value $0.001, being sold to the Public by the selling stockholders found on Schedule A attached hereto (collectively, the "Shares"). The 22,683,989 Shares are issuable upon the exercise of warrants 12,933,989 (the “Warrants”) and 9,750,000 options (the “Options”) as described in the Registration Statement.

We have examined copies of the Articles of Incorporation, the By-Laws of the Company, the Registration Statement, and such other corporate records, proceedings and documents, including the consents of the Board of Directors of the Company, as we have deemed necessary for the purpose of rendering this opinion. In our examination of such material, we have assumed the genuineness of all signatures and the conformity to original documents of all copies submitted to us.

We are admitted to the practice of law in the State of New York, and we do not express any opinion as to the laws of any other states or jurisdictions, except as to matters of federal law and the corporate laws of the State of Delaware. The opinion expressed herein is based on the laws of New York including applicable statutory provisions, applicable provisions of the New York Constitution and reported judicial decisions interpreting those laws.

Based upon and subject to the foregoing, we are of the opinion that the Shares, to be issued in accordance with the terms of the offering as set forth in the Prospectus included as part of the Registration Statement, and when issued and paid for in accord with the terms of the respective Warrants and Options, will constitute validly authorized and legally issued Shares, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm in the Prospectus.

Very truly yours,

/s/ Sanders Ortoli Vaughn-Flam Rosenstadt

Sanders Ortoli Vaughn-Flam Rosenstadt LLP

EXHIBIT 10.17

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of _____, 2007, among Manas Petroleum Corporation (formerly known as Express Systems Corporation), a Nevada corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser" and collectively the "Purchasers").

BACKGROUND

A. On April 10, 2007, the Company finalized the share transaction with DWM Petroleum AG of Switzerland.

B. Subject to the terms and conditions set forth in this Agreement, and pursuant to Section 4(2) of the Securities Act (as defined below), Rule 506 promulgated thereunder, and/or Regulation S (defined below), the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, in the aggregate, up to $ 10 million (green-shoe $ 5 million) divided by the "Purchase Price" per Share. The "Purchase Price" is $ 4.50 until July 13, 2007 and thereafter is determined based on the following formula: 90% of the Average Price per Share of the previous 10 trading days at the closing date of the transaction (the "Purchase Price").

.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agrees as follows with the intent to be legally bound:

ARTICLE I

PURCHASE AND SALE

1.1 Closing. On the Closing Date, each Purchaser shall purchase from the Company, severally and not jointly with the other Purchasers, and the Company shall issue and sell to each Purchaser, the Shares set forth under each Purchaser's name on the signature pages hereto. The aggregate Subscription Amounts for Shares sold hereunder shall be up to $10,000,000 (green-shoe $ 5,000,000). Promptly (but no later than five (5) Trading Days) after satisfaction of the conditions set forth in Section 1.2 and 1.3, the Closing shall occur at the offices of the Escrow Agent or such other location as the parties shall mutually agree.

1.2 Deliveries.

(a) On the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:
(i) this Agreement duly executed by the Company;
(ii) a certificate evidencing all Shares of Common Stock registered in the name of such Purchaser purchased by such Purchaser;

(b) On the Closing Date, each Purchaser shall deliver, or cause to be delivered by the Escrow Agent, to the Company the following:
(i) this Agreement duly executed by such Purchaser;
(ii) such Purchaser's Subscription Amount by wire transfer to the account of the Company; and
(iii) the Escrow Agreement duly executed by such Purchaser.

1.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects when made and on the Closing Date of the representations and warranties of the Purchasers contained herein;
(ii) all obligations, covenants and agreements of the Purchasers required to be performed at or prior to the Closing Date shall have been performed;
(iii) the delivery by the Purchasers of the items set forth in Section 1.2(b) of this Agreement;
(iv) the consummation of the Acquisition which is subject to receipt by the Company of a Fund Balance Notice (as defined in the Escrow Agreement) indicating an aggregate of $3,000,000 in Subscription Amounts from the Purchasers hereunder.

(b) The respective obligations of the Purchasers hereunder in connection with the Closing are subject to the following conditions being met:
(i) the accuracy in all material respects on the Closing Date of the representations and warranties of the Company contained herein;
(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;
(iii) the consummation of the Acquisition
(iv) the delivery by the Company of the items set forth in Section 1.2(a) of this Agreement.

1.4 Irrevocable Commitments. Prior to the Closing Date, the Purchasers will be delivering (i) executed signature pages to this Agreement and the other Transaction Documents to the Placement Agents (who will deliver such signature pages to the Company) and (ii) their respective Subscription Amounts, by wire transfer to the account provided below, to the Escrow Agent to be held and disbursed in the manner provided in the Escrow Agreement. Each Purchaser acknowledges and agrees that, subject to applicable law, their commitments to purchase Units hereunder will be irrevocable upon delivery of their Subscription Amounts (and signature pages to the Transaction Documents) as provided above, and the Subscription Amounts will only be returned to the Purchasers (if ever) in the manner described in the Escrow Agreement. All Subscription Amounts should be delivered by the Purchasers to the Escrow Agent by wire transfer to the following account:

Wire Transfer to:

Bank:	Commerce Bank 582-586 9th Avenue New York, New York 10036
ABA#:	026-013-673
Swift#:	CBNAUS 33
Title of Account:	Rubin, Bailin, Ortoli, Mayer & Baker LLP
Account	#7916582815
Reference:	Manas Petroleum Corporation

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Company. Except as set forth under the corresponding section of the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof, the Company hereby makes the representations and warranties set forth below to each Purchaser. Notwithstanding anything contained herein or in any other Transaction Documents to the contrary, the representations and warranties of the Company below assume the consummation of the Acquisition and the giving effect thereto.

(a) Organization and Qualification. Each of the Company and the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct its business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business or financial condition of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect"), and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company and no further corporate authorization is required by the Company in connection therewith, other than in connection with the Required Approvals. Each Transaction Document has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company, the issuance and sale of the Units and the consummation by the Company of the other transactions contemplated thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other agreement to which the Company or any Subsidiary is a party or by which any material property or material asset of the Company or any Subsidiary is bound, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject, or by which any material property or material asset of the Company or a Subsidiary is bound, except, in each case, as could not reasonably be expected to result in a Material Adverse Effect.

(d) Issuance of the Securities. The Shares and Warrants are duly authorized and, when issued and paid for in accordance with the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens, other than restrictions provided for in the Transaction Documents and applicable securities laws. The Warrant Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions provided for in the Transaction Documents and applicable securities laws. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement and the Warrants.

(e) Capitalization. The capitalization of the Company is as described in Schedule 2.1(e). No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as (i) set forth on Schedule 2.1(e), (ii) contemplated by the Transaction Documents, or (iii) a result of the purchase and sale of the Securities, there are no outstanding options, warrants, script rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock, or securities or rights convertible or exchangeable into shares of Common Stock. The issue and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchasers and their designees) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under such securities. Except as set forth on Schedule 2.1(e), there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(f) Litigation. Except as set forth on Schedule 2.1(f), there is no action, suit, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) would, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect.

(g) Compliance. To the Company's knowledge, neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any material indenture, loan or credit agreement or any other material agreement or instrument to which it is a party or by which it or any of its properties is bound, (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal and state laws applicable to its business, except, in each case as would not have a Material Adverse Effect.

(h) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits would not have, or reasonably be expected to result in, a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(i) Title to Assets. The Company and the Subsidiaries have good title in fee simple to all real property owned by them that is material to the business of the Company and the Subsidiaries and good title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. The Company and the Subsidiaries are in substantial compliance with all leases covering real property or facilities leased by them.

(j) Certain Fees. Each Purchaser hereby acknowledges that at the Closing the Company will pay to the Placement Agent a commission equal to 6% of the gross purchase price paid for the Securities at Closing and Brokerage Warrants equal to 5% of the gross purchase price paid for the Securities at Closing. Except to the Persons set forth on Schedule 3.1(j), no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement. The Purchasers shall have no direct obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by this Agreement.

(k) Private Placement. Assuming the accuracy of the Purchasers representations and warranties set forth in Section 2.2, no registration under Section 5 of the Securities Act is required for the offer and sale of the Securities by the Company to the Purchasers as contemplated hereby.

(l) No Registration Rights. No Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

(m) Disclosure. All disclosure provided to the Purchasers regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, furnished by or on behalf of the Company with respect to the representations and warranties made herein are true and correct with respect to such representations and warranties and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 2.2 hereof.

2.2 Representations and Warranties of the Purchasers Each Purchaser hereby, for itself and for no other Purchaser, represents and warrants as of the date hereof and as of the Closing Date to the Company as follows:

(a) Organization; Authority. Such Purchaser, if not a natural person, is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. The execution, delivery and performance by such Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of such Purchaser. Each Transaction Document to which a Purchaser is a party has been duly executed by such Purchaser, and, subject to Section 1.4, when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Purchaser Representation. Such Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as an investment as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof, has no present intention of distributing any of such Securities and has no arrangement or understanding with any other Persons regarding the distribution of such Securities. Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business. Such Purchaser does not have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities.

(c) Purchaser Status. At the time such Purchaser was offered the Securities, it was, and at the date hereof it is, and on each date on which it exercises any Warrants, it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act, or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. Such Purchaser is not required to be registered as a broker-dealer under Section 15 of the Exchange Act. Each Person who is purchasing pursuant to Regulation S promulgated by the Commission under the Securities Act represents that he, she or it is not a "U.S. Person" as that term is defined in Regulation S and agrees to be bound by all of the terms and conditions of Regulation S.

(d) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) General Solicitation. Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(f) Relationship to Company; Access to Information. The Purchaser either has a preexisting personal or business relationship with the Company or its officers, directors or controlling persons, or, by reason of Purchaser's business or financial experience, the Purchaser has the capacity and has taken all steps necessary to protect the Purchaser's own interests in connection with an investment in the Securities. The Purchaser has received and read or reviewed with his Purchaser Representative, if any, and represents that he is familiar with this Agreement, the other Transaction Documents, the Disclosure Schedules and the other documents delivered to the Purchaser as part of the offering of the Securities. The Company has made available to the Purchaser such information and documents regarding the Company as Purchaser deems necessary to enable him to make an informed decision concerning the purchase of the Securities and the Company has provided answers to all of Purchaser's questions relating to this investment in the Securities. The Purchaser acknowledges that no federal or state agency has made any finding or determination as to the fairness of the offering for investment or any recommendation or endorsement of the Securities.

(g) Purchaser's Liquidity. The Purchaser has adequate means of providing for the Purchaser's current needs and personal contingencies and has no need for liquidity in connection with the investment in the Securities. The Purchaser acknowledges that the Purchaser must bear the economic risk of investment in the Securities for an indefinite period of time, and that the Purchaser could sustain a loss of the Purchaser's entire investment in the Securities without materially impairing the Purchaser's financial wherewithal. The Purchaser's overall commitment to investments which are not readily marketable is not disproportionate to the net worth of the Purchaser, and the Purchaser's investment in the Securities will not cause such overall commitment to become excessive.

(h) Short Sales. Without limiting anything in Article IV, each Purchaser represents that from the date it was notified of the transactions contemplated hereby until the Closing, neither it nor any Person over which the Purchaser has direct control, have made, or will make, any net short sales of, or granted, or will grant, any option for the purchase of, or entered into any hedging or similar transaction with the same economic effect as a net short sale in the Common Stock. Each Purchaser, severally and not jointly with the other Purchasers, understands and acknowledges that the Commission currently takes the position that coverage of short sales of shares of the Common Stock "against the box" with the Securities purchased hereunder prior to the Closing Date is a violation of Section 5 of the Securities Act. Accordingly, each Purchaser hereby agrees not to use any of the Securities to cover any short sales prior to the Closing Date. Additionally, each Purchaser, severally and not jointly with the other Purchasers, agrees to comply in all respects with Regulation M under the federal securities laws.

(i) Special Representations for Regulation S Purchasers. Each Purchaser who is purchasing Securities hereunder pursuant to Regulation S promulgated by the Commission under the Securities Act hereby makes the following additional representations and warranties to the Company:

(i) It understands and acknowledges that the Securities have not been registered under the Securities Act or any other applicable securities laws, and the Securities may not be sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities law or pursuant to an exemption therefrom and in each case in compliance with the conditions for transfer set forth in (iii) below.

(ii) It is a person that, at the time the buy order for the Securities was originated, was outside the United States and was not a U.S. person (and was not purchasing for the account or benefit of a U.S. person) within the meaning of Regulation S.

(iii) It acknowledges that it will offer, sell or otherwise transfer the Securities, prior to the date which is two years after the later of the original issue date hereof and the last date on which the Company or any affiliate of the Company was the owner of any of the Securities (or any predecessor of the Securities), only (A) to the Company, (B) pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act in a transaction meeting the Requirements of Rule 904 under the Securities Act, or (C) pursuant to another available exemption from the registration requirements of the Securities Act, subject to the Company's right prior to any offer, sale or transfer pursuant to clause (B) or (C) to require the delivery of an opinion of counsel, certificates and/or other information reasonably satisfactory to the Company.

(iv) It agrees that it will not engage in hedging transactions involving the Securities unless such transactions are in compliance with the Securities Act.

(v) If it is a "dealer" or a person "receiving a selling concession fee or other remuneration" within the meaning of Regulation S under the Securities Act, it acknowledges that until the expiration of the one-year "restricted period" within the meaning of Rule 903 of Regulation S under the Securities Act, any offer or sale of the Securities shall not be made by it to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rule 902(k) of the Securities Act.

(vi) It acknowledges that the Company and others will rely upon the truth and accuracy of the foregoing representations, warranties and agreements and agrees that, if any of the representations, warranties and agreements made by Purchaser of the Securities are no longer accurate, it shall promptly notify the Company.

(j) Indemnification Representations of Purchaser. Each Purchaser represents and warrants that none of the representations or warranties made by the Purchaser herein ("Purchaser Statements") contain any false or misleading statement or omit to state a material fact. The Purchaser shall indemnify the Company to the extent the Company incurs or suffers any damage, expenses, loss, claim, judgment or liability resulting from the Company's reliance upon any Purchaser Statement that is false or misleading.

(k) Additional Representations and Warranties of Purchasers.

Each Purchaser represents and warrants that:

(i) Purchaser has been furnished with all additional documents and information which Purchaser has requested;

(ii) Purchaser has had the opportunity to ask questions of, and received answers from, the Company concerning the Company and the Securities and to obtain any additional information necessary to verify the accuracy of the information furnished;

(iii) Purchaser has relied only on the foregoing information and documents in determining to make an investment in the Securities;

(iv) The documents and information furnished by the Company to the Purchasers in connection with the offering of the Securities do not constitute investment, accounting, legal or tax advice, and Purchaser is relying on its own professional advisers for such advice;

(v) All documents, records and books pertaining to Purchaser's investment have been made available for inspection by Purchaser and by Purchaser's attorney, and/or Purchaser's accountant and/or Purchaser's purchaser representative;

(vi) Purchaser understands, acknowledges and agrees that the Company is relying solely upon the representations and warranties of the Purchasers made herein in determining to sell Purchaser the Securities;

(vii) The Purchaser has not paid or given any commission or other remuneration in connection with the purchase of the Securities;

(viii) The Purchaser understands the meaning and legal consequences of the foregoing representations and warranties. The Purchaser certifies that each of the foregoing representations and warranties is true and correct as of the date hereof and shall survive the execution hereof and the purchase of the Securities;

(ix) The Purchaser has not traded in securities of the Company in violation of Rule 10b-5 under the Exchange Act or any other federal or state insider trading or anti-fraud securities law.

ARTICLE III

OTHER AGREEMENTS OF THE PARTIES

3.1 Transfer Restrictions.

(a) The Purchasers acknowledge and agree that the Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act.

(b) The Purchasers agree to the imprinting, so long as is required by this Section 3.1(b), of a legend on any of the Securities in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

(c) Certificates evidencing the Shares and Warrant Shares shall not contain any legend (including the legend set forth in Section 3.1(b)), (i) following any sale of such Shares or Warrant Shares pursuant to Rule 144, (ii) if such Shares or Warrant Shares are eligible for sale under Rule 144(k), (iii) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the Staff of the Commission) and (iv) in the case of (i) and (ii) above, if the registered owner of such certificate delivers an appropriate representation letter to the Company and its counsel. The Company agrees that at such time as such legend is no longer required under this Section 3.1(c), it will, no later than three Trading Days following the delivery by a Purchaser to the Company or the Company's transfer agent of a certificate representing Shares or Warrant Shares, as the case may be, issued with a restrictive legend, deliver or cause to be delivered to such Purchaser a replacement certificate representing such Securities that is free from such legends.

(d) Each Purchaser, severally and not jointly with the other Purchasers, agrees that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 3.1 is predicated upon the Company's reliance that the Purchaser will sell any Securities pursuant to the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom.

(e) Notwithstanding anything contained herein to the contrary, and in addition to any other legends required by law or hereunder, Securities purchased hereunder in reliance on Regulation S promulgated by the Commission under the Securities Act shall be imprinted with a legend in substantially the following form:

> THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD ONLY PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT. THESE SECURITIES MAY NOT BE RE-OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY), ONLY (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S RIGHT PRIOR TO ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATES AND/OR OTHER INFORMATION REASONABLY SATISFACTORY TO THE COMPANY. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF FURTHER AGREES NOT TO ENGAGE IN HEDGING TRANSACTIONS INVOLVING THESE SECURITIES UNLESS SUCH TRANSACTIONS MEET THE REQUIREMENTS AND COMPLY WITH THE SECURITIES ACT.

Notwithstanding anything contained herein to the contrary, the Company will not, and is not permitted to, register the transfer of any Securities sold hereunder on the Company's books or records, unless such Securities have been transferred in accordance with or pursuant to (A) the provisions of Regulation S, (B) a registration statement declared effective by the Commission or (C) another available exemption from registration under the Securities Act.

3.2 Indemnification of Purchasers. Subject to the provisions of this Section 3.4, the Company will indemnify and hold the Purchasers and their directors, officers, shareholders, partners, employees and agents (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, damages, costs and expenses, including all judgments, amounts paid in settlements (subject to the provisions below), court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or (b) any action instituted against a Purchaser, or any of their respective Affiliates, by any stockholder of the Company who is not an Affiliate of such Purchaser or any other Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of such Purchaser's representation, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities laws or any conduct by such Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel (assuming an obligation to so assume the defense) or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party. The Company will not be liable to any Purchaser Party under this Agreement (i) for any settlement by an Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed, or (ii) to the extent, but only to the extent that a loss, claim, damage, judgment or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by the Purchasers in this Agreement or in the other Transaction Documents.

3.3 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue Shares pursuant to this Agreement and Warrant Shares pursuant to any exercise of the Warrants.

3.4 No Variable Rate Transactions. In addition to the limitations set forth herein, from the Closing Date until one (1) year after the Closing Date, the Company shall be prohibited from effecting or enter into an agreement to effect any Subsequent Financing involving a "Variable Rate Transaction" (as defined below). The term "Variable Rate Transaction" shall mean a transaction in which the Company issues or sells (i) any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional shares of Common Stock either (A) at a conversion, exercise or exchange rate or other price that is based upon and/or varies with the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock.

ARTICLE IV

MISCELLANEOUS

4.1 Fees and Expenses. The Company shall pay up to an aggregate of $20,000 in legal fees actually accrued to one or more legal counsel, mutually chosen by the Placement Agents, for such counsel's services in representing the Purchasers in connection with this Agreement and the other Transaction Documents. Except as otherwise set forth in this Agreement, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp and other taxes and duties levied in connection with the sale of the Securities.

4.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

4.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto or email (if provided by the Purchaser) to the email address set forth on the signature pages hereto, in each case, prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto or email (if provided by the Purchaser) to the email address set forth on the signature pages hereto, in each case, on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

4.4 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed by the Company and Purchasers holding a majority of the Shares purchased hereunder and then outstanding. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

4.5 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

4.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser.

4.7 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

4.8 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in British Columbia, Canada, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

4.9 Survival. The representations and warranties of the Company herein shall survive for a period of eighteen (18) months after the Closing.

4.10 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement, and subject to Section 1.4, shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

4.11 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

4.12 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon timely written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

4.13 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity, if requested by the Company. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement Securities.

4.14 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

4.15 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

4.16 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any Transaction Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Document. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in their review and negotiation of the Transaction Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MANAS PETROLEUM CORPORATION

By: _____
Name:
Title: President

Address for Notice:
MANAS PETROLEUM CORP.
BAHNHOFSTRASSE 9
6341 BAAR
SWITZERLAND

With a copy to (which shall not constitute notice)

William Rosenstadt, Esq.
Rubin, Bailin, Ortoli, LLP
405 Park Avenue
New York, New York, 10022-4405
Tel: 212 935-0900
Fax: 212 826 9307

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOR PURCHASERS FOLLOW]

[PURCHASER SIGNATURE PAGES TO
MANAS PETROLEUM CORPORATION SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity:
Name of Authorized Signatory:
Title of Authorized Signatory:
Email Address of Authorized Entity:

Address for Notice of Investing Entity:

Address for Delivery of Securities for Investing Entity (if not same as above):

Subscription Amount :
Units:
EIN Number:

[SIGNATURE PAGES CONTINUE]

EXHIBIT 10.18

AMENDMENT TO THE SECURITIES PURCHASE AGREEMENT (Private Placement July 31, 2007)

This Securities Purchase Agreement (this "Agreement") is dated as of _____, 2007, among Manas Petroleum Corporation (formerly known as Express Systems Corporation), a Nevada corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser" and collectively the "Purchasers").

BACKGROUND

The amendment of the previous Securities Purchase Agreement allows for the inclusion of an attached warrant at $5.50 (see paragraph B).
A new sentence "except as provise herein, the Securities Purchase Agreement will remain in full force effect".

A. On April 10, 2007, the Company finalized the share transaction with DWM Petroleum AG of Switzerland.

B. Subject to the terms and conditions set forth in this Agreement, and pursuant to Section 4(2) of the Securities Act (as defined below), Rule 506 promulgated thereunder, and/or Regulation S (defined below), the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, in the aggregate, up to 10,000,00) units (the "Units") (green-shoe 5 million units) at a price of $4.50 per Unit. Each Unit consists of (i) 1 share of Common Stock and (ii) 1 warrant exercisable, for a 2 year period at the closing (July 31, 2007), at $5.50 per share.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agrees as follows with the intent to be legally bound:

ARTICLE I

PURCHASE AND SALE

1.1 Closing. On the Closing Date, each Purchaser shall purchase from the Company, severally and not jointly with the other Purchasers, and the Company shall issue and sell to each Purchaser, the Units set forth under each Purchaser's name on the signature pages hereto. The aggregate Subscription Amounts for Units sold hereunder shall be up to $10,000,000 (green-shoe $ 5,000,000). Promptly (but no later than five (5) Trading Days) after satisfaction of the conditions set forth in Section 1.2 and 1.3, the Closing shall occur at the offices of the Escrow Agent or such other location as the parties shall mutually agree.

1.2 Deliveries.

(a) On the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a certificate evidencing all Shares of Common Stock registered in the name of such Purchaser purchased by such Purchaser;

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MANAS PETROLEUM CORPORATION

By:
Name:
Title: President

Address for Notice:

MANAS PETROLEUM CORP.
BAHNHOFSTRASSE 9
6341 BAAR
SWITZERLAND

With a copy to (which shall not constitute notice)

William Rosenstadt, Esq.
Rubin, Bailin, Ortoli, LLP
405 Park Avenue
New York, New York, 10022-4405
Tel: 212 935-0900
Fax: 212 826 9307

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOR PURCHASERS FOLLOW]

[PURCHASER SIGNATURE PAGES TO
MANAS PETROLEUM CORPORATION SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity:

Name of Authorized Signatory:

Title of Authorized Signatory:

Email Address of Authorized Entity:

[SIGNATURE PAGES CONTINUE]

EXHIBIT 10.19

Sub-Tenancy Agreement

between

Heinz-Jürgen Scholz
Seegartenstrasse 45, 8810
(as Lessor)

and

DWM Petroleum AG
Bahnhofstrasse 9, 6340 Baar
(as Tenant)

the following sub-tenancy agreement is concluded:

1. RENTED PREMISES

a) Offices

In joint use with the co-tenant, the Tenant is entitled to use the:

Entrance, stairwell, parking spaces, garden, boat space and guest bedroom for business associates, including board.

2. RENTAL PERIOD

The tenancy relationship entered into effect on 1st May 2004 and is concluded for an indefinite period.

3. RETURN OF THE RENTED OBJECT

On expiry of the rental term, the Tenant undertakes to return the rooms in the same condition as they were at the start of the rental.

4. RENT

The rent is in the monthly net sum of:

Total rent incl. charges	CHF10,000

payable monthly.

5. Other Terms and Conditions of the Contract

5.1 Obligation to Notify

The Tenant must ensure that, in the event of an emergency, the rented abject can be entered unimpeded. The Tenant is responsible for supervision. The Tenant must also notify the Lessor immediately in the event of any damage to the rented abject when it is not responsible for repairing that damage.

5.2 Basis

This sub-tenancy agreement is based on the lease contract signed by Mr. Heinz-Jürgen Scholz in respect to this property. The terms and conditions set out therein also apply here in so far as necessary and expedient.

5.3 Period of notice

This agreement may be terminated at any time by the end of the respective month with a notice period of 3 months.

5.4 Jurisdiction

a) The place of jurisdiction is Horgen.

b) The provisions of the Law of Contracts shall apply subsidiarily. Any amendments or additions to this sub-tenancy agreement and any additional agreements must be set out in writing and signed by both parties.

Baar, 26th October 2006

Die Lessor:

Heinz-Jürgen Scholz

/s/ Heinz-Jürgen Scholz

The Tenant:
DWM Petroleum AG

/s/ Mark Vogel

EXHIBIT 10.20

Current account affiliated company

between

Varuna AG, Baar
(hereafter referred to as Varuna)

and

DWM Petroleum AG, Baar
(hereafter referred to as DWM)

I. PREAMBLE

A current account-based loan exists between Varuna and DWM, with the possibility of an alternating obligation.

Il. PAYING OUT / PAYING lN

Withdrawals and deposits by Varuna are debited tram or credited to the current account on a continual basis. Further claims by Varuna or DWM against the other party to the contract are also debited tram or credited to the current account on a continual basis.

III. LIMITS

CHF 1,000,000 on both sides.

IV. INTEREST / REPAYMENT OBLIGATION

1. Interest
   a. The current account interest is laid down once a year, each year, taking into account the underlying tax conditions laid down by the Swiss tax authorities.

2. Repayment obligation
a. For the time being, there is no specified repayment obligation.

V. SURETIES

1. None

VI. TERM OF THE CONTRACT

1. None

VII. APPLICABLE LAW AND COURT OF JURISDICTION

The legal relationship is subject to Swiss law. The court of jurisdiction and
place of fulfillment of the contract is that of the head office of DWM.

Date, place 05/09/2005, Horgen

Varuna AG

/s/ Varuna AG

DWM Petroleum AG

/s/ DWM Petroleum AG

Shareholders' current account

between

Mr Heinz Jürgen Scholz, Horgen
(hereafter referred to as HJS)

and

DWM Petroleum AG, Baar
(hereafter referred to as DWM)

I. PREAMBLE

A current account-based loan exists between HJS and DWM, with the possibility of an alternating obligation.

Il. PAYING OUT/PAYING lN

Withdrawals and deposits by HJS are debited from or credited to the current account on a continual basis. Further claims by HJS or DWM against the other party to the contract are also debited tram or credited to the current account on a continual basis.

III. LIMITS

CHF 1,000,000 on both sides.

IV. INTEREST / REPAYMENT OBLIGATION

1. Interest
   a. The current account interest is laid down once a year, each year, taking into account the underlying tax conditions laid down by the Swiss tax authorities.

2. Repayment obligation
a. For the time being, there is no specified repayment obligation.

V. SURETIES

1. None

VI. TERM OF THE CONTRACT

1. None

VII. APPLICABLE LAW AND COURT OF JURISDICTION

The legal relationship is subject to Swiss law. The court of jurisdiction and place of fulfillment of the contract is that of the head office of DWM.

Date, place: 05/09/2005, Horgen

Heinz Jűrgen ScholzDWM Petroleum AG

/s/ Heinz Jűrgen Scholz/s/ DWM Petroleum AG

EXHIBIT 10.21

CODE OF ETHICS

The Board of Directors of the Company has adopted the following Code of Ethics (the "Code") for directors and officers of the Company. This purpose of the Code is to:

1. Focus the board of directors and each director and officer on areas of ethical risk;
2. Provide guidance to directors to help them recognize and deal with ethical issues;
3. Provide mechanisms to report unethical conduct; and
4. Help foster a culture of honesty and accountability.

Each Director and Officer of the Company must comply with the letter and spirit of this Code.

No code or policy can anticipate every situation that may arise or replace the thoughtful behavior of an ethical director and officer. Directors and Officers are encouraged to bring questions about particular circumstances that may implicate one or more of the provisions of this Code to the attention of the Chairman of the Audit Committee.

A. CONFLICT OF INTEREST

Directors and Officers must avoid any conflicts of interest between the Director or Officer and the Company unless the relationship is approved in advance by the board of directors of the Company. Any situation that involves, or may reasonably be expected to involve, a conflict of interest with the Company, should be disclosed promptly to the Company's board of directors. A "conflict of interest" can occur when:

1. A Director's or Officer's personal interest is adverse to - or may appear to be adverse to - the interests of the Company as a whole.
2. A Director or Officer, or a member of his or her immediate family, receives improper personal benefits as a result of his or her position as a Director of Officer of the Company.

   Some of the more common conflicts which Directors should avoid are listed below:
   a. Relationship of Company with third-parties
      Directors may not receive a personal benefit from a person or firm which is seeking to do business or to retain business with the Company unless approved by the Board of Directors of the Company. A Director or Officer shall withdraw him or herself from any decision of the Board of Directors involving another firm or company with which the Director or Officer is affiliated.
   b. Compensation from non-Company sources
      Directors may not accept compensation (in any form) for services performed for the Company from any source other than the Company unless approved by the Board of Directors of the Company.
   c. Gifts
      Directors and Officers may not offer, give or receive gifts from persons or entities who deal with the Company in those cases where any such gift is being made in order to influence the Directors' or Officer's actions as a member of the Board or the Company, or where acceptance of the gifts could create the appearance of a conflict of interest.
   d. Personal use of Company assets
      Directors and Officers may not use Company's assets, labor or information for personal use unless approved by the board of directors in advance, or as part of a compensation or expense reimbursement program available to all directors.

B. CORPORATE OPPORTUNITIES

Directors and Officers are prohibited from:
1. Taking for themselves or their companies opportunities that are discovered through the use of Company's property or information or their position as a Director or Officer;
2. Using the Company's property or information for personal gain; or
3. Competing with the Company for business opportunities. However, if the Company's disinterested directors determine that the Company will not pursue an opportunity that relates to the Company's business, a Director or Officer may then do so.

C. CONFIDENTIALITY

Directors and Officers must maintain the confidentiality of information entrusted to them by the Company and any other confidential information about the Company that comes to them, from whatever source, in their capacity as a Director or Officer, except when disclosure is authorized or legally mandated.

For purposes of this Code, "Confidential Information" includes all non-public information relating to the Company.

D. COMPLIANCE WITH LAWS, RULES AND REGULATIONS; FAIR DEALING

Directors and Officers must comply, and oversee compliance by employees, officers and other directors and officers, with laws, rules and regulations applicable to the Company, including insider trading laws.

Directors and Officers must deal fairly, and must oversee fair dealing by employees and officers, with the Company's customers, suppliers, competitors and employees.

E. ENCOURAGING THE REPORTING OF ANY ILLEGAL OR UNETHICAL BEHAVIOR

Directors and Officers should promote ethical behavior and take steps to ensure the Company:

1. Encourages employees to talk to supervisors, managers and other appropriate personnel when in doubt about the best course of action in a particular situation.
2. Encourages employees to report violations of laws, rules, regulations or the Company's Code of Conduct to appropriate personnel;
3. Inform employees that the Company will not allow retaliation for reports made in good faith.

F. COMPLIANCE STANDARDS

Directors and Officers should communicate any suspected violations of this Code promptly to the board of directors. Violations will be investigated by the board or by persons designated by the board, and appropriate action will be taken in the event of any violations of the Code.

G. WAIVER OF CODE OF BUSINESS CONDUCT AND ETHICS

Any waiver of this Code may be made only by the Board of Directors and must be promptly disclosed to the Company's Shareholders.

EXHIBIT 23.1

Deloitte

Deloitte AG
General Guisan-Quai 38
Postfach 2232 CH-8022 Zurich
Tel: +41 (0)44 421 60 00
Fax: +41 (0)44 421 66 00
www.deloitte.ch

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form SB-2 of our report dated April 16, 2007 relating to the consolidated financial statements of DWM Petroleum AG (which report expresses an unqualified opinion on the consolidated financial statements and includes an explanatory paragraph referring to the preparation of the consolidated financial statements assuming that DWM Petroleum AG's will continue as a going concern), appearing in this Registration Statement.

We also consent to the reference to us under the heading "Experts" in such Registration Statement.

Deloitte

Roland Müller

Brigitte Auckenthaler

November 2, 2007
ROM/BAU