

BOSS ENERGY LIMITED

ABN 38 116 834 336

PROSPECTUS

For the non-renounceable rights issue of approximately 24,634,742 Shares at 6 cents per Share, on the basis of 2 Shares for every 5 Shares held by Shareholders as at 5.00 pm WST on 24 March 2009, to raise up to approximately \$1,478,085 and the issue of approximately 24,634,742 Options for no consideration on the basis of 1 free attaching Option for every 1 Share subscribed for under the Prospectus.

Offer closes at 5.00 pm WST on 17 April 2009

Underwritten by Novus Capital Limited

This Prospectus is a transaction specific prospectus issued in accordance with section 713 of the Corporations Act 2001. This document is important and should be read in its entirety, together with the Application Form attached to this Prospectus. If, after reading this Prospectus, you have any questions about the Shares or Options being offered under this Prospectus, or any other matter relating to an investment in the Company, you should consult your professional adviser.

The Shares and Options offered under this Prospectus should be considered speculative.

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IMPORTANT NOTICE

This Prospectus is dated 13 March 2009 and was lodged with ASIC on that date. Neither ASIC, ASX nor any of their respective officers take any responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Securities will be allotted or issued on the basis of this Prospectus later than 13 months after the date of this Prospectus. Application will be made to ASX within 7 days after the date of this Prospectus for the quotation of the Securities the subject of this Prospectus.

The Company is an ASX listed company whose securities are granted official quotation by ASX.

In preparing this Prospectus regard has been had to the fact that the Company is a disclosing entity for the purposes of the Corporations Act and that certain matters may reasonably be expected to be known to investors and professional advisers who investors may consult.

No person is authorised to give any information or to make any representations in connection with this Offer that is not contained in this Prospectus. Any information or representation that is not contained in this Prospectus may not be relied upon as having been authorised by the Company or its Directors.

A copy of this Prospectus can be downloaded from the website at www.bossenergy.com. Any person accessing the electronic version of the Prospectus within Australia or anywhere outside of Australia should note that this Prospectus does not constitute an offer of securities in any jurisdiction where, or to any person to whom, it would not be lawful to issue the Prospectus or make the Offer. It is the responsibility of any investor outside Australia to ensure compliance with all laws of any country relevant to their Application, and any such applicant should consult their professional advisers as to whether any government or other consents are required or whether any formalities need to be observed to enable them to apply for and be allotted any securities.

The Corporations Act prohibits any person passing onto another person an application form unless it is attached to a hard copy of the Prospectus or it accompanies the complete and unaltered version of this Prospectus. During the Offer Period any person may obtain a copy of this Prospectus free of charge by contacting the Company.

It is important that investors read this Prospectus in its entirety and seek professional advice where necessary. An investment in the securities the subject of this Prospectus should be considered speculative.

Certain terms and abbreviations used in this Prospectus have defined meanings which are explained in the Glossary.

1. CORPORATE DIRECTORY

BOARD OF DIRECTORS

Mr Robert Grover
(Executive Chairman)

Mr Winton Willesee
(Director and Company Secretary)

Mr Joseph Obeid
(Director)

COMPANY SECRETARY

Mr Winton Willesee

SOLICITORS

Fairweather & Lemonis
Ground Floor
1 Havelock Street
WEST PERTH WA 6005

*SHARE REGISTRY

Computershare Investor Services Pty Limited
Level 2, 45 St Georges Terrace
PERTH WA 6000
Tel: +61 8 9323 2000

REGISTERED AND BUSINESS OFFICE

Suite 24
18 Stirling Highway
NEDLANDS WA 6009
Tel: +61 8 9389 6600
Fax: +61 8 9389 6622
Email: info@bossenergy.com

UNDERWRITER

Novus Capital Limited
Level 24
Royal Exchange Building
56 Pitt Street
Sydney NSW 2000

- * Computershare Investor Services Pty Ltd has not been involved in the preparation of this Prospectus and has not consented to being named in this Prospectus. Its name is included for information purposes only.

2. TIMETABLE AND IMPORTANT DATES

The following key dates are indicative only and may be subject to change without notice.

Prospectus lodged with ASIC and ASX	13 March 2009
Shares trade "ex" the entitlements issue on ASX	18 March 2009
Record Date	24 March 2009
Despatch of Prospectus and Opening Date	30 March 2009
Closing Date	17 April 2009
Despatch of holding statements	27 April 2009

The Company reserves the right to extend the Closing Date by giving at least 6 business days notice to the ASX. Accordingly the date the Securities are expected to commence trading on ASX may vary.

3. DETAILS OF THE OFFER

3.1 The Offer

The Company is making a pro-rata non-renounceable rights issue of Securities to Shareholders who are registered as at 5.00 pm WST on 24 March 2009 ("**Record Date**").

The Offer is made on the basis that for every 5 Shares held as at the Record Date, Shareholders as Eligible Participants will have the right to subscribe for 2 Shares at an issue price of 6 cents for each Share subscribed for. Each Eligible Participant will be entitled to 1 free attaching Option for every 1 Share subscribed for under this Prospectus. In the calculation of any entitlement, fractions will be rounded down to the nearest whole number.

Based on the capital structure of the Company at the date of this Prospectus, approximately 24,634,742 Shares and 24,643,742 Options will be offered pursuant to this Offer to raise approximately \$1,478,085 (before the costs of the Offer).

The Company has 36,663,147 Options on issue. The terms of those Options do not allow for participation by Option holders in new issues of securities. Those Option holders may, however, be able to exercise their Options according to the terms and conditions. If an Option holder exercises an Option before the Record Date then the number of Shares and Options issued under this Prospectus will increase.

This Offer is made on a non-renounceable basis which means that Eligible Participants may not sell or transfer all or part of the entitlement. If an entitlement is not taken up under the Offer by the Closing Date, the Offer will lapse.

The Entitlement of each Shareholder is shown on the Entitlement and Acceptance Form accompanying this Prospectus. The details of how to accept the Entitlement is set out below.

3.2 No Minimum Subscription

There is no minimum subscription.

3.3 Underwritten

The Offer is underwritten by the Underwriter up to the underwritten amount of \$1,478,085 in accordance with the terms and conditions of the Underwriting Agreement. The Underwriter will be paid an underwriting fee of a cash payment of \$88,685.10 (being 6% of the underwritten amount) by the Company plus the issue of 1,478,085 Shares as directed by the Underwriter. The material terms of the Underwriting Agreement are set out in section 7.1.

The Underwriting Agreement provides for the appointment of sub-underwriters. The Underwriter is required to lodge applications for the Shortfall Securities provided that each sub-underwriter has given the Underwriter an application form and funds for the sub-underwritten shares in accordance with the sub-underwriting agreements. Fees payable to sub-underwriters are at the sole discretion of the Underwriter. The Company is not responsible for any payment of fees to sub-underwriters.

3.4 Action required

If you wish to take up **all** of your Entitlement, complete the enclosed Entitlement and Acceptance Form in accordance with the instructions set out and lodge the form together with your cheque for the amount shown on the form so that it reaches the Company's share registry:

By post:

Computershare Investor Services Pty Ltd
Locked Bag 2508
PERTH WA 6001

By delivery:

Computershare Investor Services Pty Ltd
Level 2, 45 St Georges Terrace
PERTH WA 6000

Completed Entitlement and Acceptance Forms must reach the Company's share registry by no later than 5.00 pm WST on 17 April 2009 or such later date as the Directors advise.

Cheques should be made payable to "Boss Energy Limited – NRRI A/C" and crossed "Not Negotiable".

By BPAY¹:

You may also lodge your acceptance and application money by BPAY with Computershare Investor Services Pty Ltd by following the instructions for BPAY set out in the Entitlement and Acceptance Form. Please note that payment must be made by 4.00 pm WST on 17 April 2009 or such earlier cut off time that your financial institution may implement with regard to electronic payments. It is your responsibility to ensure that funds are submitted through BPAY by the date and time mentioned above.

If paying by BPAY please also forward the completed Entitlement and Acceptance form to Computershare Investor Services Pty Ltd. The Entitlement and Acceptance form can be sent by post on the addresses above, by facsimile to Computershare Investor Services Pty Ltd on + 618 9323 2033 or by e-mail to perth.services@computershare.com.au.

If you wish to take up **part** of your Entitlement, complete the enclosed Entitlement and Acceptance Form in respect of the Shares you wish to take up in accordance with the instructions set out in the form and lodge the form together with your cheque for the relevant amount (being the number of Shares you wish to take up multiplied by 6 cents per Share) so that it reaches the Company's share registry by no later than 5.00 pm WST on 17 April 2009 except where payment is made via BPAY in which case payment must be made by 4.00 pm WST on 17 April 2009 or such earlier cut off time that your financial institution may implement with regard to electronic payments. If paying by BPAY please also forward the completed Entitlement and Acceptance form to Computershare Investor Services Pty Ltd. For BPAY payments the Entitlement and Acceptance form can be send by post on the

¹ ® Registered to BPAY Pty Ltd ABN 69 079 137 518

addresses above, by facsimile to Computershare Investor Services Pty Ltd on + 618 9323 2033 or by e-mail to perth.services@computershare.com.au.

If you **do not wish to take up any** of your Entitlement, you do not need to take any action and your entitlement to the Securities will lapse.

3.5 Closing Date

The Closing Date for the Offer is 5.00 pm WST on 17 April 2009 (but please note that payments via BPAY must be made by no later than 4.00 pm WST on 17 April 2009 or such earlier cut off time that your financial institution may implement with regard to electronic payments). The Directors reserve the right to extend the Closing Date by giving at least 6 business days notice to the ASX should it be considered by them necessary to do so. As such, the date the Shares and Options are expected to commence trading on ASX may vary with any change in the Closing Date.

3.6 Shortfall

Any Entitlement not accepted will form the Shortfall and will be dealt with in accordance with the Underwriting Agreement. The offer of any Shortfall is a separate offer made pursuant to the Prospectus. The issue of any Shortfall will be on the same terms on which the Offer has been offered to Shareholders pursuant to this Prospectus.

Shareholders may apply to participate in the Shortfall by completing the Shortfall Application Form and sending it to the Company's share registry (refer to paragraph 3.5 above) together with a cheque in the amount specified in the Shortfall Application Form.

Applications for the Shortfall must be for a minimum of 10,000 Shares and 10,000 Options.

The Shortfall will be placed at the absolute discretion of the Underwriter who may subscribe for all of the Shortfall. Lodgement of a Shortfall Application Form with moneys does not guarantee any allotment of Shortfall Shares and Options. The Underwriter may determine to that an applicant under a Shortfall Application Form will receive a lesser number of Securities than the number applied for or to reject a Shortfall Application Form or to not proceed with placing the Shortfall. All application moneys in relation to which Shortfall Securities are not allocated will be returned without interest.

The Underwriting Agreement is subject to a number of termination events. If the Underwriting Agreement terminates and there is a Shortfall the Directors will attempt to place the Shortfall to parties determined in their absolute discretion (which may include applicants under a Shortfall Application Form) within 3 months of the Closing Date.

It is the responsibility of Shareholders to satisfy themselves that applying for any Shortfall Shares and Options will not involve a breach of the takeovers provisions in the Corporations Act.

3.7 Allotment

The Securities will be allotted and issued as soon as practicable after the Closing Date.

Statements of holding for the Securities will be mailed to applicants as soon as practicable after the Closing Date.

Prior to allotment of the Securities, all application moneys will be held in trust for applicants. The Company will retain any interest earned on the application moneys.

No Securities will be allotted and issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

3.8 Official Quotation by ASX

Application to ASX for admission of the Securities to Official Quotation will be made by the Company within 7 days of the date of this Prospectus.

If the Securities are not admitted to Official Quotation on ASX within 3 months after the date of this Prospectus, or such longer period as is permitted by the Corporations Act, none of the Securities offered by this Prospectus will be granted. In that circumstance, all applications will be dealt with in accordance with section 724 of the Corporations Act.

The fact that ASX may grant Official Quotation to the Securities that may be issued pursuant to this Prospectus is not to be taken in any way as an indication of the merits of the Company or the Securities offered for subscription.

3.9 ASX Listed Company

The Company is included in the Official List of ASX and the Listing Rules apply to the securities issued by the Company.

3.10 Overseas Shareholders

No action has been taken to register or qualify the Securities or otherwise to permit a public offering of the Securities in any jurisdiction outside Australia.

Shareholders resident outside Australia should consult their professional advisers as to whether any governmental or other consents are required, or other formalities need to be observed to enable them to accept or deal with their Entitlement. The return of a completed Entitlement and Acceptance Form from a non-resident applicant will be taken by the Company to constitute a representation and warranty by the applicant that all relevant approvals have been obtained and that the Company may legally issue the Securities to the applicant.

3.11 CHES

The Company participates in the Clearing House Electronic Subregister System (CHES). CHES is operated by ASX Settlement and Transfer Corporation Pty Ltd (ASTC), a wholly owned subsidiary of ASX.

Under CHES, the Company does not issue certificates to investors. Instead, Shareholders receive a statement of their holdings in the Company. If an investor is broker sponsored, ASTC will send a CHES statement.

3.12 Risk Factors

Investors should carefully read the risk factors outlined in section 5. An investment of this kind involves a number of risks, some of which are specific to the Company and the industry in which it operates.

3.13 Rights Attaching to Securities

A summary of the rights attaching to Shares and Options is set out in section 6.

3.14 Major Activities and Financial Information

A summary of the major activities and financial information relating to the Company for the financial year ended 30 June 2008 is in the Annual Report which was announced to ASX on 29 September 2008.

A summary of activities relating to the Company for the quarters ended 30 September 2008 and 31 December 2008 is in the quarterly activities reports, lodged with ASX on 23 October 2008 and 29 January 2009 respectively.

Announcements by the Company that have been lodged on ASX since 29 September 2008 are listed in section 7.9. Copies of these documents are available free of charge from the Company.

3.15 Summary

This section is not intended to provide full details and information on the Offer. Shareholders must read this Prospectus in full in order to make a fully informed investment decision.

3.16 Enquiries

Any questions concerning the Offer should be directed to the Company Secretary on (08) 9389 6600.

4. PURPOSE AND EFFECT OF THE OFFER

4.1 Purpose of Offer and use of funds

The purpose of the Offer is to raise funds of approximately \$1,478,085. The proceeds of the Offer are intended to be applied as follows:

<u>Item</u>	<u>Amount</u>
Existing Latrobe project	\$61,000
Continued assessment of oil shale treatment technology systems and advances	\$166,133
Repayment of advance and interest	\$521,404
Costs of the Offer	\$117,290
Generation of new projects	\$155,667
Working capital and Corporate overheads	\$456,591
Total	\$1,478,085

The information set out in this section is indicative only and is a statement of present intention as at the date of this Prospectus. The exact quantum of funds expended by the Company on any particular item may change depending on the Company's circumstances and priorities.

The Company is unable to determine how many (if any) Options will be exercised by Option holders to enable them to participate in the Offer. Accordingly, the Company is unable to determine the precise total amount of funds that will be raised pursuant to the Offer. To the extent additional funds are raised and additional Shares and Options are issued, proceeds will be allocated to general working capital and the issued capital items in the capital structure table and the cash and cash equivalents in the pro-forma balance sheet set out below will be adjusted accordingly. Based on the Company's current Share price it is unlikely that any of these Options will be exercised.

4.2 Capital Structure

The effect of the Offer will be to increase the number of Shares and Options on issue by approximately 24,634,742 Shares and 24,634,742 Options.

Upon completion of the Offer, the issued capital of the Company will comprise:

Shares	Number
Shares at the date of this Prospectus	61,586,854
Shares offered pursuant to this Prospectus	24,634,742
Underwriting fee	1,478,085
Post Completion of Offer	87,699,681

Options	Number
Options at the date of this Prospectus	36,663,147
Options offered pursuant to this Prospectus	24,634,742
Post Completion of Offer	61,297,889

Note:

This table is based on the number of Shares and Options on issue as at the date of this Prospectus.

The actual number of Shares and Options that are issued on completion of the Offer will depend on whether any of the existing Option holders exercise their Options into Shares before the Record Date.

4.3 Pro-forma Balance Sheet

The effect of the Offer will be to increase cash reserves by approximately \$1,478,085 (before estimated expenses of the Offer).

The unaudited pro-forma Balance Sheet has been prepared by adjusting the unaudited Balance Sheet as at 31 January 2009 to reflect the financial effect of the following transactions as if they had occurred at 31 January 2009.

- (a) Issue of 24,634,742 Shares and 24,634,742 Options at an issue price of 6 cents per Share along with one free attaching Option for each Share issued in accordance with this Prospectus raising approximately \$1,478,085;
- (b) Costs of \$117,290 (including the cash component of the underwriting fee) associated with the Shares and Option issue by this Prospectus;
- (c) Issue of 1,478,085 Shares being the equity component of the underwriting fee;
- (d) Net proceeds of the issue therefore being approximately \$1,360,795; and
- (e) The repayment of an advance of \$500,000 and the payment of \$21,404 in interest payments associated with the advance.

Unaudited Pro-forma Consolidated Balance Sheet

	Actual as at 31 January 2009	Pro-forma as at 31 January 2009
CURRENT ASSETS		
Cash and cash equivalents	605,713	1,445,103
Trade and other receivables	52,637	52,637
TOTAL CURRENT ASSETS	658,350	1,497,740
NON CURRENT ASSETS		
Investments accounted for using	4,011,692	4,011,692
Mineral tenements	651,644	651,644
Plant & Equipment	7,116	7,116
TOTAL NON CURRENT ASSETS	4,670,452	4,670,452
TOTAL ASSETS	5,328,802	6,168,192
CURRENT LIABILITIES		
Interest bearing advance on share	500,000	-
Trade and other payables	187,478	187,478
TOTAL CURRENT LIABILITIES	687,478	187,478
TOTAL LIABILITIES	687,478	187,478
NET ASSETS	4,641,324	5,980,714
EQUITY		
Issued capital	11,736,596	13,097,390
Associates reserve	(65,584)	(65,584)
Current year earnings	(5,290,716)	(5,312,120)
Retained losses	(1,738,972)	(1,738,972)
TOTAL EQUITY	4,641,324	5,980,714

* assumes no movement in the performance of the associates for the period 1 Jan 2009 to 31 Jan 2009.

5. RISK FACTORS

5.1 Introduction

The Securities offered under this Prospectus should be considered speculative because of the nature of the business activities of the Company. Potential investors should consider whether the Securities offered are a suitable investment having regard to their own personal investment objectives and financial circumstances and the risk factors set out below. The risk factors are not exhaustive and potential investors should read this Prospectus in its entirety and consult their professional adviser before deciding whether to participate in the Offer.

The risk factors detailed below and others not specifically referred to, may in the future materially affect the financial performance of the Company and the value of the Securities offered under this Prospectus. Therefore, the Securities to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, return of capital or the market value of those Securities.

The specific risks below are some of the risks specific to the Company by reason of its involvement in the business of oil shale exploration and any subsequent project development. The general investment risks below are some of the risks to the Company of a general economic nature.

5.2 Specific Risks

Exploration

Investors should understand that exploration is by its nature a high risk undertaking.

There can be no assurance that the Company's exploration of its existing project or any other exploration projects that may be acquired in the future will result in the discovery of a significant mineral or hydrocarbon resource. Even if a significant mineral or hydrocarbon resource is identified, there can be no guarantee that it can be economically exploited.

Development and Mining

The economic development of oil product from the oil shale project of the Company in Tasmania requires two stages of mining and extraction. Firstly, the oil shale must be mined by conventional mining methods whether by open-cut or underground mining. Secondly, the oil needs to be extracted from the oil shale. Due to these processes, development and mining carry a number of risks.

Possible future development of a mining or production operation at a project of the Company is dependent on a number of factors including, but not limited to, failure to acquire and/or delineate economically recoverable ore bodies or oil and gas reserves, unfavourable geological conditions, failing to receive the necessary approvals from all relevant authorities and parties, unseasonal weather patterns, unanticipated technical and operational difficulties encountered in extraction and production activities, mechanical failure of operating plant and equipment, unexpected shortages or increases in the price of consumables, spare parts and plant and equipment, cost overruns, risk of access to the required level of funding and contracting risk from third parties providing essential services.

In the event that the Company commences production, its operations may be disrupted by a variety of risks and hazards which are beyond its control, including environmental

hazards, industrial accidents, technical failures, labour disputes, unusual or unexpected rock formations, flooding and extended interruptions due to inclement or hazardous weather conditions and fires, explosions and other accidents.

Future Capital Needs and Additional Funding

While the Company believes that on completion of this Offer it will have enough working capital to fund its activities in the short term, it is operating in highly volatile times. The Company's ability to raise further capital (equity or debt) within an acceptable time, of a sufficient amount and on terms acceptable to the Company will vary according to a number of factors including prospectivity of projects (existing and future), the results of exploration, subsequent feasibility studies, development and mining, stock market and industry conditions and the price of relevant commodities and exchange rates. A consequence of the global financial crisis is that it is more difficult to access capital (equity and debt).

No assurance can be given that future funding will be available to the Company on favourable terms (or at all). If adequate funds are not available on acceptable terms the Company may not be able to further develop its project(s) and it may impact on the Company's ability to continue as a going concern.

Underwriting Risk

If the Underwriting Agreement is terminated for any reason in accordance with the terms of the Underwriting Agreement, the Company may not be able to raise sufficient funds to continue to fund its activities. In the event this was to occur, the Directors would assess the options available to the Company including appointing an external administrator to the Company.

Insolvency Risk

If the Company is unable to raise funds to meet working capital requirements, the Company may be considered to have a liquidity problem which is more than temporary in which case the Company could face insolvency issues.

Resource Estimates

Resource estimates are expressions of judgment based on knowledge, experience and industry practice. Estimates, which were valid when made, may change significantly when new information becomes available. In addition, resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. Should the Company encounter mineralisation, hydrocarbons or formations different from those predicted by past drilling and evaluation, resource estimates may have to be adjusted and development and production plans may have to be altered in a way which could have either a positive or negative affect on the Company's operations.

Oil Price Volatility

The demand for, and price of, oil is highly dependent on a variety of factors, including international supply and demand, the level of consumer product demand, weather conditions, the price and availability of alternative fuels, actions taken by governments and international cartels, and global economic and political developments.

International oil prices have fluctuated widely in recent years and may continue to fluctuate significantly in the future. Fluctuations in oil prices and, in particular, a material decline in

the price of oil may have a material adverse effect on the Company's business, financial condition and results of operations.

Title

Tenements or licences in which the Company has or may earn an interest in will be subject to applications for renewal or grant (as the case may be). The renewal or grant of the terms of each tenement or licence is usually at the discretion of the relevant government authority.

Additionally, tenements and licences are subject to a number of State specific legislative conditions including payment of rent and meeting minimum annual expenditure commitments. The inability to meet these conditions could affect the standing of a tenement or restrict its ability to be renewed. If a tenement or licence is not renewed or granted, the Company may suffer significant damage through loss of the opportunity to develop and discover any mineral resources or hydrocarbons on that tenement or licence.

Environmental

The Company is subject to Federal and State environmental laws and regulations in connection with its operations. Further, the Company may require approval from the relevant authorities before it can undertake activities that are likely to impact the environment. Failure to obtain such approvals will prevent the Company from undertaking its desired activities. The Company is unable to predict the effect of additional environmental laws and regulations that may be adopted in the future, including whether any such laws or regulations would materially increase the Company's cost of doing business or affect its operations in any area.

Native Title/Land Access

The Australian tenement in which the Company holds an interest is not subject to any registered Native Title claim. Nevertheless, Native Title claims may be made against the Company's current interest and any future tenements that the Company may hold. Should a Native Title claim be lodged in respect of the Company's tenement(s), it may have a material adverse effect on the Company's business and its financial condition and performance.

Dependence on Key Personnel

The Company is reliant on key personnel employed or engaged by the Company. Loss of such key personnel may have an adverse affect on the Company's operational performance and growth plans.

Competition

The Company competes with other companies, including major oil and gas companies. Some of these companies have greater financial and other resources than the Company and, as a result, may be in a better position to compete for future business opportunities. Many of the Company's competitors not only explore for and produce oil and gas, but also carry out downstream operations on these and other products on a worldwide basis. There can be no assurance that the Company can compete effectively with these companies.

Insurance

Insurance against all risks associated with oil shale production or oil and gas production generally is not always reasonably available or affordable. The Company will maintain

insurance where it is considered appropriate for its needs however it will not be insured against all risks either because appropriate cover is not available or because the Directors consider the required premiums to be excessive having regard to the benefits that would accrue.

Potential Acquisitions

As part of its business strategy, the Company may make acquisitions of, or significant investments in, complementary companies or prospects. Any such transactions would be accompanied by risks commonly encountered in making such acquisitions.

5.3 General Risks

Securities Investments and Share Market Conditions

There are risks associated with any securities investment. The prices at which the securities trade may fluctuate in response to a number of factors.

Furthermore, the stock market, and in particular the market for oil and gas exploration companies or resource exploration companies may experience extreme price and volume fluctuations that may be unrelated or disproportionate to the operating performance of such companies. These factors may materially adversely affect the market price of the securities of the Company regardless of the Company's operational performance. Neither the Company nor the Directors warrant the future performance of the Company, or any return of an investment in the Company.

Economic Risk

Changes in the general economic climate in which the Company operates may adversely affect the financial performance of the Company. Factors that may contribute to that general economic climate include the supply and demand for goods and services, industrial disruption, interest rates, inflation, currency fluctuations and global economic conditions. These factors are beyond the control of the Company.

Legislative

Changes in relevant taxes, legal and administration regimes, accounting practice and government policies in countries in which the Company operates may adversely affect the financial performance of the Company.

6. TERMS OF OPTIONS AND RIGHTS ATTACHING TO SHARES

6.1 Rights Attaching to Shares

There is only one class of Share on issue in the Company being fully paid ordinary Shares. The rights and liabilities attaching to Shares in the Company are:

- (a) set out in the Constitution of the Company, a copy of which can be inspected, free of charge, at the registered office of the Company during normal business hours; and
- (b) in certain circumstances, regulated by the Corporations Act, the Listing Rules and the general law.

The following is a summary of the more significant rights and liabilities attaching to the Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Voting Rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at a general meeting of members every member has one vote on a show of hands and one vote per Share on a poll. The person who holds a share which is not fully paid shall be entitled to a fraction of a vote equal to that proportion of a vote that the amount paid (not credited) on the relevant share bears to the total amounts paid and payable (excluding amounts credited) of the share. Voting may be in person or by proxy, attorney or representative.

Dividends

Subject to the rights of holders of shares issued with any special rights (at present there are none), the profits of the Company which the Directors may from time to time determine to distribute by way of dividend are divisible among the holders of Shares equally, and among the holders of partly paid shares in proportion to the amounts paid or credited as paid. All shares currently on issue and the shares to be issued under this Prospectus are fully paid Shares.

Future Issues of Securities

Subject to the Corporations Act and the Listing Rules, the Directors may allot, issue, grant options over, or otherwise deal with the unissued shares in the Company at the times and on the terms and conditions that the Directors think fit and a share may be issued with preferential, deferred or special rights or restrictions including, but not limited to, restrictions in regard to dividends, voting or return of capital as the Directors from time to time determine.

Transfer of Shares

A shareholder may transfer Shares by a market transfer in accordance with any computerised or electronic system established or recognised by ASX for the purpose of facilitating transfers in shares or by an instrument in writing including in a form approved by ASX or in any other usual form or in any form approved by the Directors.

Meetings and Notices

Each shareholder is entitled to receive notice of, and to attend, general meetings for the Company and to receive all notices, accounts and other documents required to be sent to shareholders under the Constitution, the Corporations Act or the Listing Rules.

Shareholders may requisition meetings in accordance with the Corporations Act.

Election of Directors

There must be a minimum of 3 Directors and a maximum of 20 Directors or such lesser number as the Directors may determine. At every annual general meeting one third of the Directors or the number nearest one third and any other Director not in such one third who has held office for 3 years or more must retire from office. These retirement rules do not apply to the Managing Director.

Indemnities

To the extent permitted by law the Company must indemnify each officer, auditor or agent of the Company against any liability incurred by that person as an officer, auditor or agent of the Company.

Shareholder Liability

As the Shares under the Prospectus are fully paid Shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

Alteration to the Constitution

The Constitution can only be amended by a special resolution passed by at least three quarters of shareholders present and voting at the general meeting. At least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

Listing Rules

If the Company is admitted to trading on the Official List, then despite anything in the Constitution, if the Listing Rules prohibit an act being done, the act must not be done. Nothing in the Constitution prevents an act being done that the Listing Rules require to be done. If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be). If the Listing Rules require the Constitution to contain a provision and it does not contain such a provision, the Constitution is deemed to contain that provision. If the Listing Rules require the Constitution not to contain a provision and it contains such a provision, the Constitution is deemed not to contain that provision. If a provision of the Constitution is inconsistent with the Listing Rules, the Constitution is deemed not to contain that provision to the extent of the inconsistency.

6.2 Terms and Conditions of Options

The Options offered under this Prospectus have an exercise price of 20 cents and an expiry date of 30 November 2010. Options of this same class are quoted on ASX.

The terms and conditions of the Options are as follows:

- (a) Each Option entitles the holder to one Share.

- (b) The Options are exercisable at any time prior to 5.00 pm WST on 30 November 2010 (the "**Expiry Date**").
- (c) The exercise price of the Options is 20 cents per Option.
- (d) The Options are freely transferable.
- (e) The Company will provide to each Option holder a notice that is to be completed when exercising the Options ("**Notice of Exercise**"). The Options may be exercised wholly or in part by completing the Notice of Exercise and delivering it together with payment to the secretary of the Company to be received any time prior to the Expiry Date.
- (f) Upon the exercise of an Option and receipt of all relevant documents and payment, the holder will be allotted and issued a Share ranking equally with the then issued Shares. The Company will apply to the ASX within seven (7) business days of the date of issue of Shares pursuant to the exercise of Options to be admitted to quotation.
- (g) There will be no participating rights or entitlements inherent in the Options and the holders will not be entitled to participate in new issues of capital which may be offered to Shareholders during the currency of the Options. Thereby, the Option holder has no right to a change in the exercise price of the Option or a change to the number of underlying securities over which the Option can be exercised except in the event of a bonus issue. The Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least seven (7) business days after the issue is announced. This will give Option holders the opportunity (where available) to exercise their Options prior to the date for determining entitlements to participate in any such issue.
- (h) If there is a bonus issue ("**Bonus Issue**") to Shareholders, the number of Shares over which an Option is exercisable will be increased by the number of Shares which the holder would have received if the Option had been exercised before the record date for the Bonus Issue ("**Bonus Shares**"). The Bonus Shares must be paid up by the Company out of profits or reserves (as the case may be) in the same manner as was applied in the Bonus Issue, and upon issue will rank equally in all respects with the other Shares on issue as at the date of issue of the Bonus Shares.
- (i) In the event of any reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company prior to the Expiry Date, all rights of an Option holder are to be changed in a manner consistent with the Listing Rules.

7. ADDITIONAL INFORMATION

7.1 Underwriting Agreement

On 5 March 2009, the Company and the Underwriter entered into the Underwriting Agreement pursuant to which the Underwriter agreed to underwrite the Offer up to the underwritten amount of \$1,478,085. The Underwriter must lodge or cause to be lodged applications for the Shortfall within 2 business days of receiving notice of the Shortfall from the Company.

By the Underwriting Agreement, the Company must pay to the Underwriter an underwriting fee of cash of \$88,685.10 (representing 6% of the underwritten amount to be raised under the Prospectus) and the issue of 1,478,085 Shares as directed by the Underwriter.

Additionally, the Company will pay all professional and third party fees incurred by the Underwriter in respect of the Offer.

The Underwriting Agreement contains termination clauses that relieve the Underwriter of its obligations if certain events occur. These include:

- (a) **(Misleading statement in the Prospectus)** A material statement in the Prospectus is untrue, misleading or deceptive or the Prospectus contains a material omission or a new circumstance arises which would have been required to have been included in the Prospectus and no supplementary or replacement prospectus has been lodged.
- (b) **(ASIC stop order, hearing or investigation)** ASIC issues a stop order, gives notice of intention to hold a hearing in relation to the Prospectus, applies for an order under Part 9.5 of the Corporations Act in relation to the Prospectus or Offer or commences any investigation, examination or hearing in connection with the Prospectus or Offer.
- (c) **(Notices concerning the Prospectus)** Any person gives a notice under section 730 or section 733(3) of the Corporations Act or withdraws a consent previously given in relation to the Prospectus.
- (d) **(Lodgement of supplementary prospectus)** A supplementary or replacement prospectus is lodged without the prior written approval of the Underwriter.
- (e) **(Changes in prospects of the Company)** Any material adverse change in the condition, financial position or prospects of the Company or related body corporate.
- (f) **(Breach of constitution)** The Company or any of its subsidiaries breaches its constitution which would materially and adversely affect the Company or the Offer.
- (g) **(Breach of law or regulation)** The Company or any of its subsidiaries or any officer of the Company or related body corporate contravenes any provision of the Corporations Act, the Listing Rules or other legislation which would materially and adversely affect the Company or the Offer.
- (h) **(Prescribed occurrence)** Any event listed in section 652C(1) or (2) of the Corporations Act occurs in relation to the Company or any of its subsidiaries which would materially and adversely affect the Company or the Offer.
- (i) **(Insolvency)** An event of insolvency occurs against the Company or a related body corporate.

- (j) **(Breach of agreement)** The Company or any of its subsidiaries is in material breach of the Underwriting Agreement.
- (k) **(Breach of laws)** There occurs a contravention by the Company of applicable laws in relation to the Offer including the Corporations Act, the constitution of the Company or Listing Rules which would materially and adversely affect the Company or the Offer.
- (l) **(No quotation)** Approval to the quotation of the Shares on ASX is refused, not granted or granted subject to any condition which is unacceptable to the Underwriter or subsequently withdrawn.
- (m) **(Breach of warranty)** Any warranty given by the Company under the Underwriting Agreement is not true or ceases to be true in any respect which would materially and adversely affect the Company or the Offer.
- (n) **(Conviction of officers)** Any officer of the Company or any of its subsidiaries is charged with or convicted of any criminal offence involving fraudulent or dishonest conduct.
- (o) **(Unapproved alteration of capital)** The Company alters or announces an intention to alter its capital structure or its constitution without the prior written consent of the Underwriter which would materially and adversely affect the Company or the Offer.
- (p) **(Unapproved encumbrances)** The Company or any of its subsidiaries gives security in favour of any person who is not a security holder which would materially and adversely affect the Company or the Offer.
- (q) **(False or misleading information given to the Underwriter)** Any information that is material that was supplied at the time by or on behalf of the Company to the Underwriter in respect of any aspect of the Company or its subsidiaries or the Offer is or becomes misleading or deceptive or contains a material omission.
- (r) **(Commencement of hostilities)** An outbreak of hostilities or an escalation of hostilities occurs or a terrorist act is committed involving one or more of Australia, New Zealand, the United Kingdom, the United States of America, the Peoples Republic of China, the countries of the former Union of Soviet Socialist Republics, Indonesia or Japan which would materially and adversely affect the Company or the Offer.
- (s) **(Changes of law)** The Australian Government adopts or announces any change in any applicable laws or governmental policies which would materially and adversely affect the Company or the Offer.
- (t) **(Quotation on ASX)** 3 months or other period agreed by the Underwriter elapses after the issue of the Prospectus without ASX granting quotation of the Shares on ASX.
- (u) **(Grant by ASX)** Any grant of quotation by ASX is withdrawn or made subject to conditions other than specified standard conditions which may be imposed by ASX on its permission for quotation of the Shares.
- (v) **(Statements issued in breach of agreement)** During the term of the Underwriting Agreement the Company or its officers make statements relating to the Company or its activities or the Offer which is prejudicial to the prospects of the Offer being fully

subscribed by persons other than the Underwriter in breach of the Underwriting Agreement.

- (w) **(Withdrawal of Prospectus)** The Company withdraws the Prospectus.
- (x) **(Significant change to management or Board)** There is a significant change to the composition of the senior executives of the Company or its Board without the approval of the Underwriter.
- (y) **(Judgement)** A judgement in an amount exceeding \$250,000 is obtained against the Company or any related body corporate and is not set aside or satisfied within 5 business days.
- (z) **(Requirement to repay application money)** Any circumstances arises after the Prospectus is lodged a consequence of which is either that the Company is required to repay the money received from applicants or to offer applicants an opportunity to withdraw their money and receive a refund.
- (aa) **(Movement in the All Ordinaries Index)** The S&P ASX All Ordinaries Index is at any time on 3 consecutive business days prior to allotment of Shares 85% or less of the level that index attained at the close of trading on the business day before the signing of the Underwriting Agreement.
- (bb) **(No sub-underwriting agreement)** Any of the following occurs in respect of entity acting as sub-underwriter:
 - (i) The entity does not comply with its obligations under the sub-underwriting agreement or threatens not to comply with its obligations under the sub-underwriting agreement;
 - (ii) The entity terminates its sub-underwriting agreement with the Underwriter;
 - (iii) The entity does not subscribe for its pro rata share of the Shortfall within 5 business days of the Underwriter receiving a Shortfall notice;
 - (iv) The entity subscribes for its pro rata share of the Shortfall on terms that are not acceptable to the Underwriter;
 - (v) The Underwriter in its sole discretion forms the opinion that the entity will not, or is unlikely to, subscribe for its pro rata share of the Shortfall on terms acceptable to the Underwriter.

As a term of the underwriting, the Company has agreed to indemnify the Underwriter, its related bodies corporate and their respective directors, officers, employees, agents, and advisers from and against all liabilities, losses, claims, demands and proceedings and all costs and expenses in respect of or in connection with or arising out of, the Offer, the Prospectus or a breach of the Underwriting Agreement including any losses in connection with any investigations or inquiry by ASIC or ASX in relation to the Company, the Prospectus or preparation for any such investigation.

The Underwriting Agreement also contains covenants, warranties, representations and other terms usual for an agreement of this nature.

7.2 Sub-Underwriting

The Underwriter may procure sub-underwriters to the Offer. It is a condition of the Underwriting Agreement that Gravner Limited as sub-underwriter, enter into a sub-underwriting agreement with the Underwriter in terms satisfactory to the Underwriter in respect of the sub-underwritten Shares by a specified date.

If the Offer does not proceed, or the Underwriter terminates its obligations under the Underwriting Agreement, then the sub-underwriting arrangements terminate immediately. Fees payable to sub-underwriters are at the sole discretion of the Underwriter. The Company is not responsible for any payment of fees to sub-underwriters.

If there are any Shortfall Securities the Underwriter will determine the obligations of any sub-underwriters in accordance with the sub-underwriting agreements.

7.3 Underwriter and sub-underwriter's interest in Company's Securities

The Underwriter currently holds no Shares or Options.

Assuming that no Shareholders take up their entitlements under the Offer and the sub-underwriters are issued with all of the Shares under the Offer, the Underwriter will be issued with up to 1,478,085 Shares as an underwriting fee under the Underwriting Agreement. Therefore, the maximum relevant interest of the Underwriter after the Offer will change from 0% to 1.68%.

If the sub-underwriters are issued with Shares and Options under their respective sub-underwritten commitments, then each sub-underwriter's relevant interest in Shares will increase.

Gravner Limited is a sub-underwriter to the Offer and currently has no relevant interest in Shares in the Company. In the event that no Shareholders take up their entitlements under the Offer and the full sub-underwriting commitment is called upon, Gravner Limited could be issued with all of the Shares and Options under the Offer. Based on the current capital structure of the Company, Gravner Limited may be issued with 24,634,742 Shares and 24,643,742 Options and its relevant interest after the Offer could change from 0% to 28.1%.

The sub-underwriting agreement provides for Gravner Limited to receive 985,390 Shares at the direction of the Underwriter as sub-underwriting fees. If these Shares are issued to Gravner Limited then its relevant interest in the Company may increase to 29.2%. It is not possible to determine the precise number of Shares and Options that will be issued to Gravner Limited as a sub-underwriter as this will be determined by the number of Shares on issue on the Record Date, the number of Shareholders that take up their entitlement and the number of Shares that are issued to other sub-underwriters or to applicants under a Shortfall Application Form and any arrangements as to sub-underwriting fees.

7.4 Interests of Directors

Other than as set out below or elsewhere in this Prospectus, no Director or proposed Director holds at the date of this Prospectus, or held at any time during the last two years before the date of lodgement of this Prospectus with ASIC, any interest in:

- (a) the formation or promotion of the Company; or
- (b) any property acquired or proposed to be acquired by the Company in connection with its formation or promotion of the Company or the Offer; or

(c) the Offer;

and no amounts have been paid or agreed to be paid by any person and no benefits have been given or agreed to be given by any person:

- (a) to a Director or proposed Director to induce him or her to become, or to qualify as, a Director; or
- (b) for services provided by a Director or proposed Director in connection with the formation or promotion of the Company or the Offer.

Holdings of Directors

Directors	Number of Shares	Number of Options
Robert Grover	6,000,001	3,250,000
Winton Willesee	1,100,000	2,250,000
Joseph Obeid	5,120,000	3,255,000

The table above does not take into account the Securities that Directors may be entitled to pursuant to this Offer.

Mr Robert Grover is currently paid \$25,000 per month. In the two years prior to the date of this Prospectus Mr Grover has received a total remuneration of \$478,000.

Mr Winton Willesee is currently paid \$11,000 per month. In the two years prior to the date of this Prospectus, Mr Willesee has received a total remuneration of \$157,500.

In addition, an entity associated with Mr Willesee provides office services to the Company. In the two years prior to the date of this Prospectus, that entity has received fees of \$58,000.

Mr Joseph Obeid is paid \$15,000 per month. In the two years prior to the date of this Prospectus Mr Obeid has received a total remuneration of \$160,000.

The Directors are not required to hold any Shares in the Company under the Constitution.

7.5 Interests of Experts and Advisors

Except as disclosed in this Prospectus, no expert, promoter or any other person named in this Prospectus as performing a function in a professional advisory or other capacity in connection with the preparation or distribution of the Prospectus, nor any firm in which any of those persons is or was a partner nor any company in which any of those persons is or was associated with, has now, or has had, in the two year period ending on the date of this Prospectus, any interest in:

- (a) the formation or promotion of the Company; or
- (b) property acquired or proposed to be acquired by the Company in connection with its formation or promotion or the Offer; or
- (c) the Offer.

Except as disclosed in this Prospectus, no amounts of any kind (whether in cash, securities or otherwise) have been paid or agreed to be paid to any expert, promoter or any other person named in this Prospectus as performing a function in a professional advisory or other capacity in connection with the preparation or distribution of the Prospectus, or to any firm in which any of those persons is or was a partner or to any company in which any of those persons is or was associated with, for services rendered by that person in connection with the formation or promotion of the Company or the Offer.

Fairweather & Lemonis have acted as solicitors to the Company in relation to the Offer. In respect of this work, the Company will pay approximately \$16,000 exclusive of GST and disbursements. Subsequently fees will be paid in accordance with normal hourly rates. Fairweather & Lemonis have been paid fees of approximately \$85,000 exclusive of GST in the 2 years prior to the date of this Prospectus for other legal services.

Novus Capital Limited is underwriting the Offer. For its services in fully underwriting the Offer, Novus Capital Limited will receive a cash underwriting fee of \$88,685.10 (being 6% of the underwritten amount raised by the Offer) and an underwriting fee of 1,478,085 Shares. In last 2 years, the Underwriter (including its related or associated companies) has not been paid any other amounts by the Company.

7.6 Expenses of the Offer

The total expenses of the Offer including underwriting fees, legal fees, ASX and ASIC fees and other miscellaneous expenses will be approximately \$117,290.

7.7 Consents

The following parties has given their written consent to be named in this Prospectus and for the inclusion of statements made by that party (as described below in the form and context in which they are included), and has not withdrawn such consent before lodgement of this Prospectus with ASIC.

Fairweather & Lemonis has consented to being named as the Solicitors to the Offer.

Novus Capital Limited has consented to being named as the Underwriter to the Offer and the inclusion in the Prospectus of all statements referring to it.

Gravner Limited has consented to being named as a sub-underwriter to the Offer and the inclusion in the Prospectus of all statements referring to it.

The parties referred to above in this section:

- does not make, or purport to make any statement in this Prospectus, or on which a statement made in this Prospectus is based other than as specified in this Section;
- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Prospectus other than a reference to its name and a statement included in the Prospectus with the consent of that party as specified in this Section; and
- has not caused or authorised the issue of this Prospectus.

7.8 Share Trading History

The Company is a disclosing entity for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX.

The Company's quoted Shares on ASX have only traded twice during the three months immediately preceding the date of lodgement of this Prospectus with ASIC. Those trades were a trade of 15,000 Shares at 6 cents per Share on 4 March 2009 and a trade of 7,500 Shares at 6 cents per Share on 9 March 2009.

7.9 Continuous Disclosure Obligations

The Company is a "disclosing entity" (as defined in Section 111AC of the Corporations Act) for the purposes of section 713 of the Corporations Act and, as such, is subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company's securities. The Shares that will be issued on the exercise of the Options issued pursuant to this Prospectus will be in the same class of Shares that have been granted official quotation by ASX during the 3 months prior to the issue of this Prospectus.

In general terms "transaction specific prospectuses" are only required to contain information in relation to the effect of the Offer on the Company and the rights and liabilities attaching to the securities offered. It is not necessary to include general information in relation to all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

Having taken such precautions and having made such enquiries as are reasonable, the Company believes that it has complied with the general and specific requirements of ASX as applicable from time to time throughout the 3 months before the issue of this Prospectus which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of ASX making that information available to the securities market conducted by ASX.

Information that is already in the public domain has not been reported in this Prospectus other than that which is considered necessary to make this Prospectus complete.

The Company, as a disclosing entity under the Corporations Act, states that:

- (a) it is subject to regular reporting and disclosure obligations;
- (b) copies of documents lodged with ASIC in relation to the Company (not being documents referred to in section 1274(2)(a) of the Corporations Act) may be obtained from, or inspected at, the offices of ASIC; and
- (c) it will provide a copy of each of the following documents, free of charge, to any person on request between the date of issue of this Prospectus and the Closing Date:
 - (i) the annual financial report most recently lodged by the Company with ASIC;
 - (ii) any continuous disclosure notices given by the Company after the lodgement of the annual financial report and before the lodgement of the copy of the Prospectus with ASIC.

The Company lodged its latest annual financial report with ASX on 29 September 2008. The following documents have been lodged with ASX since the date of lodgement of the Company's latest annual financial report:

Date	Description of Announcement
29/01/09	Quarterly Activities and Cashflow Reports
04/12/2008	Proposed Rights Issue
18/11/2008	Change of interests of substantial holder for GRV
13/11/2008	Results of Meeting
23/10/2008	Quarterly Activities and Cashflow Report
14/10/2008	Notice of Annual General Meeting/Proxy Form
29/09/2008	Annual Report to shareholders

8. DIRECTORS' AUTHORISATION AND CONSENT

This Prospectus is authorised by the Company and lodged with the ASIC pursuant to section 718 of the Corporations Act.

Each Director has consented to lodgement of this Prospectus with ASIC in accordance with the terms of section 720 of the Corporations Act and has not withdrawn that consent.

Dated: 13 March 2009.



.....
Signed for and on behalf of Boss Energy Limited
By Winton Willesee
Director and Company Secretary

9. GLOSSARY

Where the following terms are used in this Prospectus they have the following meanings:

ASIC	means the Australian Securities and Investments Commission.
ASX	means the ASX Limited ACN 008 624 691.
Board	means the Board of Directors.
Closing Date	means the closing date for receipt of Application Forms under this Prospectus, estimated to be 5.00 pm WST on 17 April 2009 or an amended time as set by the Board.
Company or Boss Energy	means Boss Energy Limited ABN 38 116 834 336.
Constitution	means the constitution of the Company.
Corporations Act	means the Corporations Act 2001 (Cth).
Director	means a director of the Company.
Eligible Participants	means shareholders who are registered as at 5.00 pm WST on 24 March 2009 who are entitled to subscribe under the Offer.
Entitlement	means the right of a Shareholder to subscribe for Securities under the Offer.
Entitlement and Acceptance Form	means the personalised entitlement and acceptance form attached to or accompanying this Prospectus.
Listing Rules	means the official listing rules of the ASX.
Offer	means the offer of Securities pursuant to this Prospectus.
Official List	means the official list of ASX.
Official Quotation	means official quotation by ASX in accordance with the Listing Rules.
Opening Date	means the date on which the Offer opens.
Option	means an option to acquire a Share in the capital of the Company.
Prospectus	means this Prospectus.
Record Date	means 24 March 2009 being the date for determining the Shareholder's Entitlement to participate in this Offer.

Securities		means Shares and Options.
Share		means a fully paid ordinary share in the Company.
Shareholder		means the registered holder of Shares in the Company.
Shortfall		means the Securities forming Entitlements, or parts of Entitlements, not accepted by Shareholders.
Shortfall Application Form		means the shortfall application form either attached to or accompanying this Prospectus.
Underwriter		means Novus Capital Limited (ACN 006 711 995).
Underwriting Agreement		means the underwriting agreement between the Company and the Underwriter summarised in section 7.1
WST		means Western Time as observed in Perth, Western Australia.
\$ or Dollars		means Australian dollars unless otherwise stated.

[Personalised Entitlement and Acceptance Form]

BOSS ENERGY LIMITED
ABN 38 116 834 336

SHORTFALL APPLICATION FORM

This form should only be filled out by a Shareholder wishing to apply for Shortfall Securities that may arise upon the close of the Offer. All Shortfall Securities will be issued at the direction of the Underwriter. Lodgement of a Shortfall Application Form does not guarantee an allotment of any Shares and free attaching Options. Shareholder Entitlements should be applied for on the pre-printed Entitlement and Acceptance Form.

For the offer of Shares at an issue price of 6 cents per Share and 1 free attaching Option for every Share subscribed for. Instructions A to H are set out on the reverse side of this form. All Application Forms must be accompanied by payment of 6 cents per Share.

PLEASE USE BLOCK LETTERS – refer to the guide (reverse side) for correct forms of registrable title(s).

Brokers Stamp Only

A Application for Shares

I/We apply for Shares
at 6 cents per Share with the same number of free attaching Options

I/We lodge full application moneys of:
\$.....

B Title Given Names or Company Surname/ABN

.....

C Title Joint Applicants or Designated Account
e.g. <SUPERFUND A/C>

.....

D Address

.....

Suburb/City/Town State Postcode

E Contact Details

Contact Name :

Contact No :

F CHESS Details

PID HIN

G Payment Details

All cheques should be made payable to "BOSS ENERGY LIMITED-NRRI A/C" and crossed "Not Negotiable"

Drawer	Bank	Branch	Amount
.....	\$.....
.....	\$.....

INSTRUCTIONS TO APPLICANTS

This Application Form together with a cheque for the application monies must be forwarded to Boss Energy Limited c/- Computershare Investor Services Pty Ltd.

A Application for Shares

Applications must be for a minimum of 10,000 Shares and 10,000 free attaching Options. To calculate application moneys due, multiply the number of Shares that have been applied for by 6 cents.

B Name of Applicant

Write the Applicant's FULL NAME in Box B. This must be either an individual's name or the name of a company. Please refer to the bottom of this page for the correct form of registrable title. Applications using the incorrect form of name may be rejected.

If an Application Form is not completed correctly, or if the accompanying payment is for the wrong amount, it may still be accepted. Any decision of the Directors as to whether to accept an Application Form, and how to construe, amend or complete it shall be final. An Application Form will not however, be treated as having offered to subscribe for more Shares than is indicated by the amount of the accompanying cheque for the application moneys referred to in Box A.

C Joint Applicants and/or Account Designations

If JOINT APPLICANTS are applying or an ACCOUNT DESIGNATION is required, complete Boxes B and C. Please refer to the bottom on this page for instructions on the correct form of registrable title. Up to three Joint Applicants may register.

D Address

Enter the Applicant's postal address for all correspondence. If the postal address is not within Australia, please specify Country after City/Town.

E Contact Details

Please provide a contact name and daytime telephone number so that the Company can contact the Applicant if there is an irregularity regarding the Application Form.

F CHESSE Details

If you are sponsored in Chess by a stockbroker or other Chess Participant enter the Participant Number ("PID") and your Holder Identification Number ("HIN").

G Payment Details

Payment must be made in Australian currency by cheque or bank cheque drawn on an Australian Bank. The amount of the cheque should agree with the amount shown in Box A of the Application Form. Cheques are to be made payable to "Boss Energy Limited-NRRI A/C" and should be crossed "Not Negotiable". Cash should not be forwarded. Similarly payment made direct to the Company's bank account or via the BPAY system must be followed by a validly completed application form sent to the share registry or may not be accepted.

H Declaration

By completing the Application Form, the Applicant will be taken to have made to the Company the declarations and statements therein. The Application Form does not need to be signed.

CORRECT FORMS OF REGISTRABLE TITLE

Note that ONLY legal entities are allowed to hold securities. Application Forms must be in the name(s) of a natural person(s), companies or other legal entities acceptable to the Company. At least one full given name and the surname is required for each natural person. Application Forms cannot be completed by persons under 18 years of age. Examples of the correct form of registrable title are set out below.

Type of Investor	Correct Form of Registrable Title	Incorrect Form of Registrable Title
Trusts	Mr John David Smith (John David Smith Account)	John Smith Family Trust
Deceased Estates	Mr Michael Peter Smith (Est Michael Peter Smith Account)	John Smith (Deceased)
Partnerships	Mr John David Smith and Mr Michael Peter Smith	John Smith & Son
Clubs/Unincorporated Bodies	Mr John David Smith (ABC Tennis Association Account)	Smith Investment Club or ABC Tennis Association
Superannuation Funds	John Smith Pty Ltd (Super Fund Account)	John Smith Superannuation Fund