



MACRO ENERGY

Macro Energy Limited ABN 59 009 575 035

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ASX Announcement

24 April 2014

Addendum to Notice of General Meeting

Macro Energy Limited ("Macro" or the "Company") wishes to advise shareholders that following a request by the ASX, the Company has been required to amend the terms of the performance rights as originally set out in the Notice of General Meeting dated 11 April 2014 ("Notice of Meeting").

The ASX have now provided formal approval of the revised terms of the performance rights as set out in the attached. Following, the Company herewith provides an addendum to the Notice of Meeting and Replacement Proxy Form to be completed instead of the previously issued proxy form and this will be mailed out to all shareholders to complete and return.

For any queries in relation to the above matter, please contact the Company Secretary on +61 8 9389 2000.

For and on behalf of the Board

MACRO ENERGY LIMITED (TO BE RENAMED "DIGITAL CC LIMITED")
ABN 59 009 575 035

ADDENDUM TO NOTICE OF GENERAL MEETING

Macro Energy Limited (ABN 59 009 575 035) (**Company**), hereby gives notice to shareholders of the Company that, in relation to the Notice of General Meeting dated 11 April 2014 (**Notice of Meeting**) in respect of a general meeting of members to be held at 10.00am (WST) on 9 May 2014 at Level 7, 1008 Hay Street, Perth, Western Australia (**Meeting**), the Directors have been required, following a response from ASX, to vary the terms of the Class A Performance Rights and Class B Performance Rights. Accordingly, approval under Resolution 3 in the Notice of Meeting includes the approval of Class A Performance Rights and Class B Performance Rights on the terms and conditions set out in the attached Schedule 1A and Schedule 2A.

Definitions in the Notice of Meeting have the same meaning in this Addendum to the Notice of Meeting unless otherwise updated in this Addendum to the Notice of Meeting.

Annexed to this Addendum to the Notice of Meeting is a replacement Proxy Form. To ensure clarity of voting instructions by Shareholders on the Resolutions to be considered at the Meeting, completed Proxy Forms annexed to the Notice of Meeting will not be accepted by the Company in relation to the Resolutions to be voted on by Shareholders at the Meeting.

To attend the Meeting and vote on the remaining Resolutions by proxy **PLEASE COMPLETE AND RETURN THE REPLACEMENT PROXY FORM** annexed to this Addendum to the Notice of Meeting.

Proxy Forms annexed to the original Notice of Meeting, whether duly completed or not, **WILL NOT** be accepted by the Company or counted in relation to the Resolutions to be heard at the Meeting.

DATED 24 APRIL 2014

BY ORDER OF THE BOARD

MR BRETT LAWRENCE
MANAGING DIRECTOR

Enquiries: Shareholders are required to contact the Company Secretary on + 61 8 9389 2000 if they have any queries in respect of the matters set out in this Addendum to the Notice of Meeting.

SCHEDULE 1A – TERMS AND CONDITIONS OF CLASS A PERFORMANCE RIGHTS

The terms and conditions of the Class A Performance Rights are set out below:

- (a) Subject to the satisfaction of the vesting condition set out in paragraph (b), each Performance Right vests to one Share.
- (b) The Performance Rights will vest on 1 July 2015 if the earnings before interest, tax, depreciation and amortisation in the Company's consolidated group existing as at the date of issue of the Performance Rights (**Group**) earned from:
 - (i) direct and indirect mining, trading, futures trading, arbitrage, market making and investing in digital currencies (including but not limited to Bitcoin); and
 - (ii) digital currency products and services and software and consumer businesses relating to digital currencies (including but not limited to Bitcoin); or
 - (iii) any other business developed by the Group related to or deriving from the activities outlined in (i) and (ii) above,

in the period from 1 January 2014 to 30 June 2015 (inclusive of both dates) is \$9,000,000 or greater (**Vesting Condition**).

- (c) Upon:
 - (i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:
 - (A) having received acceptances for not less than 50.1% of the Company's shares on issue; and
 - (B) been declared unconditional by the bidder; or
 - (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

then, to the extent the Performance Rights have not vested due to satisfaction of the Vesting Condition, the Performance Rights automatically vest to that number of Shares which when issued together with all Shares issued under any other class of Performance Rights then on issue, is equal to the lesser of one Share per Performance Right and 10% of the total Shares on issue in the Company at that time. Performance Rights that are not vested and converted into Shares will continue to be held by the holder on the same terms and conditions.

- (d) The Performance Rights shall expire and lapse in the event that the Company determines and gives written notice to the holder of the Performance Rights (in the absence of manifest error) that the Vesting Condition has not been satisfied.
- (e) The Performance Rights will be issued for nil cash consideration and no consideration will be payable upon the vesting of the Performance Rights into Shares on the satisfaction of the Vesting Condition.
- (f) Immediately following the satisfaction of the Vesting Condition the Company shall give written notice of that event to the holder of the Performance Rights that have vested and shall, unless otherwise directed by the holder, allot and issue the associated number of Shares within 10 Business Days (meaning Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day,

Boxing Day, and any other day that ASX declares is not a business day) of the date of that notice.

- (g) The Company will not apply for quotation of the Performance Rights on ASX. However, the Company will apply for quotation of all Shares allotted and issued pursuant to the vesting of Performance Rights on ASX within 10 Business Days after the date of allotment and issue of those Shares and in any event, in compliance with the ASX Listing Rules.
- (h) All Shares allotted and issued upon the vesting of Performance Rights will upon allotment and issue rank pari passu in all respects with other Shares.
- (i) The Performance Rights are not transferable.
- (j) In the event of any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the terms of the Performance Rights will be adjusted in the manner determined by the Board to ensure that no advantage or disadvantage accrues to the holder as a result of such corporate actions and in any event in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reorganisation.
- (k) Subject to paragraph (j), there are no participating rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights unless the Vesting Condition has been satisfied or the Performance Rights have vested pursuant to paragraph (c) and the relevant Shares have been issued prior to the record date for determining entitlements. However, the Company will give notice to the holders of any new issues of capital prior to the record date for determining entitlements.
- (l) A Performance Right does not confer the right to vote or receive dividends.

SCHEDULE 2A – TERMS AND CONDITIONS OF CLASS B PERFORMANCE RIGHTS

The terms and conditions of the Class B Performance Rights are set out below:

- (a) Subject to the satisfaction of the vesting condition set out in paragraph (b), each Performance Right vests to one Share.
- (b) The Performance Rights will vest on 1 July 2016 if the earnings before interest, tax, depreciation and amortisation in the Company's consolidated group existing as at the date of issue of the Performance Rights (**Group**) earned from:
 - (i) direct and indirect mining, trading, futures trading, arbitrage, market making and investing in digital currencies (including but not limited to Bitcoin); and
 - (ii) digital currency products and services and software and consumer businesses relating to digital currencies (including but not limited to Bitcoin); or
 - (iii) any other business developed by the Group related to or deriving from the activities outlined in (i) and (ii) above,

in the period from 1 July 2015 to 30 June 2016 (inclusive of both dates) is \$30,000,000 or greater (**Vesting Condition**).

- (c) Upon:
 - (i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:
 - (A) having received acceptances for not less than 50.1% of the Company's shares on issue; and
 - (B) been declared unconditional by the bidder; or
 - (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies,

then, to the extent the Performance Rights have not vested due to satisfaction of the Vesting Condition, the Performance Rights automatically vest to that number of Shares which when issued together with all Shares issued under any other class of Performance Rights then on issue, is equal to the lesser of one Share per Performance Right and 10% of the total Shares on issue in the Company at that time. Performance Rights that are not vested and converted into Shares will continue to be held by the holder on the same terms and conditions.

- (d) The Performance Rights shall expire and lapse in the event that the Company determines and gives written notice to the holder of the Performance Rights (in the absence of manifest error) that the Vesting Condition has not been satisfied.
- (e) The Performance Rights will be issued for nil cash consideration and no consideration will be payable upon the vesting of the Performance Rights into Shares on the satisfaction of the Vesting Condition.
- (f) Immediately following the satisfaction of the Vesting Condition the Company shall give written notice of that event to the holder of the Performance Rights that have vested and shall, unless otherwise directed by the holder, allot and issue the associated number of Shares within 10 Business Days of the date of that notice.
- (g) The Company will not apply for quotation of the Performance Rights on ASX. However, the Company will apply for quotation of all Shares allotted and issued

pursuant to the vesting of Performance Rights on ASX within 10 Business Days after the date of allotment and issue of those Shares and in any event, in compliance with the ASX Listing Rules.

- (h) All Shares allotted and issued upon the vesting of Performance Rights will upon allotment and issue rank pari passu in all respects with other Shares.
- (i) The Performance Rights are not transferable.
- (j) In the event of any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the terms of the Performance Rights will be adjusted in the manner determined by the Board to ensure that no advantage or disadvantage accrues to the holder as a result of such corporate actions and in any event in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reorganisation.
- (k) Subject to paragraph (j), there are no participating rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights unless the Vesting Condition has been satisfied or the Performance Rights have vested pursuant to paragraph (c) and the relevant Shares have been issued prior to the record date for determining entitlements. However, the Company will give notice to the holders of any new issues of capital prior to the record date for determining entitlements.
- (l) A Performance Right does not confer the right to vote or receive dividends.

REPLACEMENT PROXY FORM

The Company Secretary
Macro Energy Ltd (to be renamed "Digital CC Limited")

By delivery:
Level 7
1008 Hay Street
PERTH WA 6000

By post:
PO Box 7209
CLOISTERS SQUARE WA 6850

By facsimile:
+61 8 9389 2099

Name of Shareholder:

Address of Shareholder:

Number of Shares entitled to vote:

Please mark to indicate your directions. Further instructions are provided overleaf.

Proxy appointments will only be valid and accepted by the Company if they are made and received no later than 48 hours before the Meeting.

APPOINT A PROXY TO VOTE ON YOUR BEHALF

I/We being Shareholder/s of the Company hereby appoint:

The Chairman (mark box) **OR** if you are **NOT** appointing the Chairman as your proxy, please write the name of the person or body corporate (excluding the registered shareholder) you are appointing as your proxy

or failing the person/body corporate named, or if no person/body corporate is named, the Chairman, or the Chairman's nominee, as my/our proxy to act generally at the Meeting on my/our behalf, including to vote in accordance with the following directions (or, if no directions have been given, and to the extent permitted by law, as the proxy sees fit), at the Meeting of the Company to be held at 10:00 am (WST) on Friday, 9 May 2014, at Level 7, 1008 Hay Street, Perth, Western Australia and at any adjournment or postponement of the Meeting.

The Chairman of the Meeting intends to vote undirected proxies in favour of each Resolution.

If two proxies are being appointed, the proportion of voting rights this proxy represents is _____%.

INSTRUCTIONS AS TO VOTING ON RESOLUTIONS

The proxy is to vote for or against the Resolutions referred to in the Notice or abstain from voting as follows:

		For	Against	Abstain
Resolution 1	Change to Nature and Scale of Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Consolidation of Capital	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Issue of Securities – Vendor Consideration and Participation in Capital Raising	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Capital Raising	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Participation of Craig Ian Burton in Capital Raising	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Participation of Related Party in Capital Raising - Rodney Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7	Change of Company Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8	Issue of Options for Services Provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note: If you mark the Abstain box for a particular Resolution, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

Authorised signature/s

This section **must** be signed in accordance with the instructions below to enable your voting instructions to be implemented.

Individual or Shareholder 1

Sole Director and Sole Company Secretary

Shareholder 2

Director

Shareholder 3

Director/Company Secretary

Contact Name

Contact Daytime Telephone

Date

Instructions for Completing Proxy Form

(Appointing a proxy): A Shareholder entitled to attend and cast a vote at the Meeting may appoint a proxy to attend and vote on their behalf at the Meeting. If the Shareholder is entitled to cast two or more votes at the Meeting, the Shareholder may appoint a second proxy to attend and vote on their behalf at the Meeting. Where the Shareholder appoints more than one proxy the Shareholder may specify the proportion or number of votes each proxy is appointed to exercise. If such proportion or number of votes is not specified each proxy may exercise half of the Shareholder's votes. A proxy may, but need not be, a Shareholder of the Company.

(Direction to vote): A Shareholder may direct a proxy how to vote by marking one of the boxes opposite each item of business. The direction may specify the proportion or number of votes that the proxy may exercise by writing the percentage or number of Shares next to the box marked for the relevant item of business. Where a box is not marked the proxy may vote as they choose subject to the relevant laws. Where more than one box is marked on an item the vote will be invalid on that item.

(Signing instructions): You must sign this form as follows in the spaces provided:

Individual: where the holding is in one name, the Shareholder must sign.

Joint Holding: where the holding is in more than one name all of the Shareholders must sign.

Power of Attorney: if signed under a Power of Attorney, you must have already lodged it with the registry, or alternatively, attach a certified photocopy of the Power of Attorney to this Proxy Form when you return it.

Companies: a director can sign jointly with another director or a company secretary. Where the company has a sole director who is also the sole company secretary that person must sign. Where the company (pursuant to section 204A of the Corporations Act 2001) does not have a company secretary, a sole director can sign alone. Please indicate the office held by signing in the appropriate space.

In addition, if a Shareholder appoints a body corporate as the Shareholder's proxy to attend and vote at the Meeting, the representative of the body corporate to attend the Meeting must produce the appropriate Certificate of Appointment of Representative prior to admission. A form of the certificate may be obtained from the Company's Share Registry.

(Return of Proxy Form): Proxy Forms (and the power of attorney or other authority, if any, under which the Proxy Form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the Proxy Form (and the power of attorney or other authority) must be deposited at or received by facsimile transmission at the address below no later than 48 hours prior to the time of commencement of the Meeting. Proxy Forms received later than this time will be invalid.

Address: Level 7, 1008 Hay Street, Perth WA 6000.

Postal address: PO Box 7209, Cloisters Square WA 6850.

Facsimile: (08) 9389 2099 if faxed from within Australia or +61 8 9389 2099 if faxed from outside Australia.