

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

Simavita Limited

ARBN

165 831 309

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

1 +Class of +securities issued or
to be issued

Convertible Notes

+ See chapter 19 for defined terms.

2 Number of +securities issued or to be issued (if known) or maximum number which may be issued

3 Convertible Notes which may convert to CDIs on conversion of Convertible Notes approved at the Company's Special General Meeting on 13 April 2018 (**2018 Notes**).

Conversion shall occur as follows:

- (a) subject to (b) following, the Noteholder may at any time prior to the Maturity Date elect to Convert all of the Notes into CDIs at the Conversion Price, or
- (b) the Notes will automatically Convert 2 Business Days after the Company completes its Subsequent Financing Event where the issue price per security in that Subsequent Financing Event is equal to or greater than \$0.05 per CDI at the Conversion Price ("**Mandatory Conversion**").

The amount converted is the face value of all 2018 Notes then held by the Noteholder together with accrued by unpaid interest relating to those Notes held at that time (less any applicable Tax) ("**Conversion Amount**").

The Convertible Notes convert into CDIs into that number of CDIs calculated by dividing the Conversion Amount by the **Conversion Price**, where **Conversion Price** means:

- (a) where the Noteholder elects to convert the 2018 Notes within 7 days after the occurrence of a Subsequent Financing Event with an offer price less than \$0.05 per CDI; the Conversion Price is the lower of (i) the price at which funds were raised under that Subsequent Financing Event; and (ii) \$0.04;
- (b) where the 2018 Notes are automatically converted under a Mandatory Conversion, the Conversion Price is \$0.04;
- (c) where the Noteholder elects to convert the 2018 Notes at any time prior to the Maturity Date (which for clarity excludes conversion under paragraphs (a) or (b)) above, the Conversion Price is \$0.04 per CDI; or
- (d) where the Noteholder elects to convert the 2018 Notes on the Maturity Date (which for clarity excludes conversion under paragraphs (a), (b) or (c) above) the Conversion Price is the lower of \$0.04 or the 10 Day VWAP for the

+ See chapter 19 for defined terms.

	<p>period immediately preceding 31 March 2019.</p> <p>For these purposes, Subsequent Financing Event means an issue by the Company of CDIs at any time after 15 March 2018 and on or before 31 March 2019 for receipt by the Company of an aggregate amount (in one transaction or a series of transactions) of at least \$1.5 million.</p>	
3	<p>Principal terms of the +securities (e.g. if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion)</p>	<p>The Convertible Notes have a face value of \$1,400,000, carry an interest rate of 10% per annum and mature on the earlier of 31 March 2019 or as detailed in 2. above</p>
4	<p>Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?</p> <p>If the additional +securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment 	<p>Yes on conversion to CDIs</p>
5	<p>Issue price or consideration</p>	<p>\$1,400,000 in total which will convert on to CDIs as detailed in 2. above</p>
6	<p>Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)</p>	<p>Funds raised will be used for working capital purposes</p>

+ See chapter 19 for defined terms.

6a	<p>Is the entity an +eligible entity that has obtained security holder approval under rule 7.1A?</p> <p>If Yes, complete sections 6b – 6h in relation to the +securities the subject of this Appendix 3B, and comply with section 6i</p>	Yes
6b	The date the security holder resolution under rule 7.1A was passed	15 December 2017
6c	Number of +securities issued without security holder approval under rule 7.1	Not Applicable
6d	Number of +securities issued with security holder approval under rule 7.1A	Not Applicable
6e	Number of +securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting)	Not Applicable
6f	Number of +securities issued under an exception in rule 7.2	Not Applicable
6g	<p>If +securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the +issue date and both values. Include the source of the VWAP calculation.</p>	Not Applicable
6h	If +securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements	Not applicable

+ See chapter 19 for defined terms.

<p>6i Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements</p>	<p>7.1 – 46,484,939 7.1A – 30,989,959</p>
<p>7 +Issue dates</p> <p>Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A.</p> <p>Cross reference: item 33 of Appendix 3B.</p>	<p>3 May 2018</p>

+ See chapter 19 for defined terms.

	Number	+Class
8	309,899,594	CDIs (listed on ASX)*

	Number	+Class
9		
	<i>Options</i>	
	611,000	Options at \$0.70, expiry 31 August 2018
	300,000	Options at \$0.68, expiry 31 March 2019
	43,000	Options at \$0.70, expiry 30 June 2019
	250,000	Options at \$0.50, expiry 18 September 2018
	12,559,844	Options at \$0.05, expiry 23 June 2023
	4,500,000	Options at \$0.06, expiry 13 October 2023
	975,000	Options at \$0.12, expiry 13 October 2023
	250,000	Options at \$0.05, expiry 13 December 2023
	2,500,000	Options at \$0.065, expiry 5 June 2019
	2,000,000	Options at \$0.05, expiry 28 June 2024
	3,080,000	Options at \$0.05, expiry 14 February 2025
	<i>Convertible Note</i>	
	4	The Convertible Notes have a total value of \$1,350,000, carry an interest rate of 10% per annum and mature on the earlier of 31 July 2018 or Company's next capital raising. The Convertible Notes will convert on the basis of \$0.04 per CDI or a lesser amount if the conversion is triggered by a capital raising at a price less than \$0.04 per CDI.
	3	The Convertible Notes have a face value of \$1,400,000 and carry an interest rate of 10% per annum.

10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	N/A
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+ See chapter 19 for defined terms.

Part 2 - Pro rata issue

11	Is security holder approval required?	N/A
12	Is the issue renounceable or non-renounceable?	N/A
13	Ratio in which the +securities will be offered	N/A
14	+Class of +securities to which the offer relates	N/A
15	+Record date to determine entitlements	N/A
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/A
17	Policy for deciding entitlements in relation to fractions	N/A
18	Names of countries in which the entity has security holders who will not be sent new offer documents Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.	N/A
19	Closing date for receipt of acceptances or renunciations	N/A
20	Names of any underwriters	N/A
21	Amount of any underwriting fee or commission	N/A
22	Names of any brokers to the issue	N/A

+ See chapter 19 for defined terms.

23	Fee or commission payable to the broker to the issue	N/A
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	N/A
25	If the issue is contingent on security holders' approval, the date of the meeting	N/A
26	Date entitlement and acceptance form and offer documents will be sent to persons entitled	N/A
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	N/A
28	Date rights trading will begin (if applicable)	N/A
29	Date rights trading will end (if applicable)	N/A
30	How do security holders sell their entitlements <i>in full</i> through a broker?	N/A
31	How do security holders sell <i>part</i> of their entitlements through a broker and accept for the balance?	N/A
32	How do security holders dispose of their entitlements (except by sale through a broker)?	N/A
33	+Issue date	N/A

+ See chapter 19 for defined terms.

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

34 Type of +securities
(tick one)

(a) +Securities described in Part 1

(b) All other +securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

35 If the +securities are +equity securities, the names of the 20 largest holders of the additional +securities, and the number and percentage of additional +securities held by those holders

36 If the +securities are +equity securities, a distribution schedule of the additional +securities setting out the number of holders in the categories
1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over

37 A copy of any trust deed for the additional +securities

+ See chapter 19 for defined terms.

Entities that have ticked box 34(b)

38	Number of +securities for which +quotation is sought	N/A					
39	+Class of +securities for which quotation is sought	N/A					
40	Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?	N/A					
	<p>If the additional +securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment 						
41	<p>Reason for request for quotation now</p> <p>Example: In the case of restricted securities, end of restriction period</p> <p>(if issued upon conversion of another +security, clearly identify that other +security)</p>	N/A					
42	Number and +class of all +securities quoted on ASX (including the +securities in clause 38)	<table border="1"> <thead> <tr> <th data-bbox="805 1556 1101 1590">Number</th> <th data-bbox="1109 1556 1394 1590">+Class</th> </tr> </thead> <tbody> <tr> <td data-bbox="805 1590 1101 1771">N/A</td> <td data-bbox="1109 1590 1394 1771">N/A</td> </tr> </tbody> </table>	Number	+Class	N/A	N/A	
Number	+Class						
N/A	N/A						

+ See chapter 19 for defined terms.

Quotation agreement

- 1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.
- 2 We warrant the following to ASX.
 - The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
 - There is no reason why those +securities should not be granted +quotation.
 - An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty
 - Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
 - If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.
- 3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.
- 4 We give ASX the information and documents required by this form. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here:



Company Secretary

Date: **3 May 2018**

Print name: **Peta Jurd**

+ See chapter 19 for defined terms.

Appendix 3B – Annexure 1

Calculation of placement capacity under rule 7.1 and rule 7.1A for eligible entities

Introduced 01/08/12 Amended 04/03/13

Part 1

Rule 7.1 – Issues exceeding 15% of capital	
<i>Step 1: Calculate “A”, the base figure from which the placement capacity is calculated</i>	
<i>Insert</i> number of fully paid +ordinary securities on issue 12 months before the +issue date or date of agreement to issue	251,196,860
<i>Add</i> the following: <ul style="list-style-type: none"> • Number of fully paid +ordinary securities issued in that 12 month period under an exception in rule 7.2 • Number of fully paid +ordinary securities issued in that 12 month period with shareholder approval • Number of partly paid +ordinary securities that became fully paid in that 12 month period <p><i>Note:</i></p> <ul style="list-style-type: none"> • <i>Include only ordinary securities here – other classes of equity securities cannot be added</i> • <i>Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed</i> • <i>It may be useful to set out issues of securities on different dates as separate line items</i> 	58,702,734
<i>Subtract</i> the number of fully paid +ordinary securities cancelled during that 12 month period	0
“A”	309,899,594

+ See chapter 19 for defined terms.

Step 2: Calculate 15% of “A”	
“B”	0.15 <i>[Note: this value cannot be changed]</i>
Multiply “A” by 0.15	46,484,939
Step 3: Calculate “C”, the amount of placement capacity under rule 7.1 that has already been used	
<p>Insert number of ⁺equity securities issued or agreed to be issued in that 12 month period <i>not counting</i> those issued:</p> <ul style="list-style-type: none"> • Under an exception in rule 7.2 • Under rule 7.1A • With security holder approval under rule 7.1 or rule 7.4 <p><i>Note:</i></p> <ul style="list-style-type: none"> • <i>This applies to equity securities, unless specifically excluded – not just ordinary securities</i> • <i>Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed</i> • <i>It may be useful to set out issues of securities on different dates as separate line items</i> 	0
“C”	0
Step 4: Subtract “C” from [“A” x “B”] to calculate remaining placement capacity under rule 7.1	
“A” x 0.15 <i>Note: number must be same as shown in Step 2</i>	46,484,939
Subtract “C” <i>Note: number must be same as shown in Step 3</i>	0
Total [“A” x 0.15] – “C”	46,484,939 <i>[Note: this is the remaining placement capacity under rule 7.1]</i>

+ See chapter 19 for defined terms.

Part 2:

Rule 7.1A – Additional placement capacity for eligible entities	
Step 1: Calculate “A”, the base figure from which the placement capacity is calculated	
“A” <i>Note: number must be same as shown in Step 1 of Part 1</i>	309,899,594
Step 2: Calculate 10% of “A”	
“D”	0.10 <i>Note: this value cannot be changed</i>
Multiply “A” by 0.10	30,989,959
Step 3: Calculate “E”, the amount of placement capacity under rule 7.1A that has already been used	
Insert number of +equity securities issued or agreed to be issued in that 12 month period under rule 7.1A <i>Notes:</i> <ul style="list-style-type: none"> • <i>This applies to equity securities – not just ordinary securities</i> • <i>Include here – if applicable – the securities the subject of the Appendix 3B to which this form is annexed</i> • <i>Do not include equity securities issued under rule 7.1 (they must be dealt with in Part 1), or for which specific security holder approval has been obtained</i> • <i>It may be useful to set out issues of securities on different dates as separate line items</i> 	0
“E”	0

+ See chapter 19 for defined terms.

Step 4: Subtract “E” from [“A” x “D”] to calculate remaining placement capacity under rule 7.1A	
“A” x 0.10 <i>Note: number must be same as shown in Step 2</i>	30,989,959
Subtract “E” <i>Note: number must be same as shown in Step 3</i>	0
Total [“A” x 0.10] – “E”	30,989,959 <i>Note: this is the remaining placement capacity under rule 7.1A</i>

+ See chapter 19 for defined terms.

Simavita Limited
ABRN 165 831 309

Notice issued under section 708A(12C)(e) of the Corporations Act 2001 (Cth)

On 15 March, 2018, Simavita Limited (**SVA** or **Company**) announced that it had entered into a convertible note agreement (**Convertible Note Agreement**) with Kapok International Limited, Parmelia Pty Ltd and Jolimont Lodge Pty Ltd in its capacity as trustee for the Powell Superannuation Fund (**the Noteholders**) to issue 3 notes pursuant to the Convertible Note Agreement (**2018 Notes**), and that the terms of the Convertible Note Agreements provided that the issue of the 2018 Notes was subject to the Company securing prior SVA CDI holder approval. SVA CDI approval to the issue of the 2018 Notes was obtained on 13 April 2018. The terms of the 2018 Notes allow for their conversion into CDIs in SVA.

The Company issued the 2018 Notes today (3 May 2018), in return for the payment by the Noteholders of a total subscription amount of \$1,400,000. It is a condition of the 2018 Notes that the funds subscribed are used solely for working capital.

The terms of the 2018 Notes are described in the attached Schedule.

The 2018 Notes were issued without disclosure to investors under Part 6D.2 of the *Corporations Act 2001 (Cth)* (**Act**) as the Noteholders are exempt investors pursuant to Part 6D.2.

SVA issues this notice (**Cleansing Notice**) under section 708A(12C)(e) of the Act (as inserted by ASIC Corporations (Sale Offers: Securities Issued on Conversion of 2018 Notes) Instrument 2016/82 (**ASIC Instrument**)) to enable any CDIs in the capital of SVA (**SVA CDIs**) to issue on the conversion of the 2018 Notes (**Conversion**) to be on-sold to retail investors without further disclosure.

1. Contents of this Cleansing Notice

This Cleansing Notice sets out the following information:

- (a) in relation to the 2018 Notes:
 - (i) the effect that the issue of the 2018 Notes and the issue of the SVA CDIs on the conversion of 2018 Notes have on SVA; and
 - (ii) a summary of the rights and liabilities attaching to the 2018 Notes and the SVA CDIs;
- (b) information about the 2018 Notes that:
 - (i) has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules (**Listing Rules**); and
 - (ii) investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (A) the assets and liabilities, financial position and performance, profits and losses and prospects of SVA; and
 - (B) the rights and liabilities attached to the 2018 Notes and the SVA CDIs,but only to the extent to which it is reasonable for investors and their professional advisers to expect to find that information in this Cleansing Notice, and
- (c) other additional information including content relating to SVA's status as a disclosing entity which is required under the ASIC Instrument.

2. Offer of the Convertible Bond

2.1 No Offer

No offer or invitation is made pursuant to this Cleansing Notice for any person to subscribe for or apply to acquire any 2018 Notes or SVA CDIs.

2.2 Summary of the Convertible Note Agreement

The 2018 Notes have been issued pursuant to the terms of the Convertible Note Agreement. A summary of the key terms of the 2018 Notes are set out below and in the attached Schedule.

(a) Purpose

SVA will use the funds raised upon the issue of the 2018 Notes for the purposes of working capital including to allow the Company to continue implementation of the Company's PIVOT strategy.

(b) Payment of the subscription price and maturity

The Noteholders will pay a total subscription price of \$1,400,000 for the 2018 Notes upon the issue of the 2018 Notes. The 2018 Notes mature on 31 March 2019 (unless converted earlier) and have a coupon rate of 10%.

(c) Other obligations

SVA provided various undertakings and representations under the Convertible Note Agreement.

3. Convertible Note

3.1 Effect of the issue of 2018 Notes on SVA

The issue of the 2018 Notes will result in an increase in:

- (a) the cash held by SVA by the amount of \$1,400,000 before fees and expenses of the issue; and
- (b) the indebtedness of SVA to \$1,400,000 plus accrued interest (described below).

3.2 Rights and liabilities of the Convertible Bond

The terms of the 2018 Notes are contained in the Schedule to this Notice.

3.3 Effect on Capital Structure

The capital structure of SVA will be affected by any conversion of the 2018 Notes, as each conversion will result in additional SVA CDIs being issued. At that time, SVA's debt position will correspondingly decrease by the amount of the debt converted.

The number of SVA CDIs issued on any conversion of the 2018 Notes will be calculated by dividing the aggregate of the repayment amount of the Notes being converted, plus any accrued interest and default interest (if any) which is due and payable on the conversion date, less any relevant withholdings (**Aggregate Repayment Amount**) by the conversion price (namely \$0.04 [which is subject to adjustments in accordance with the Convertible Note Agreement] per SVA CDI) (**Conversion Price**). If the 2018 Notes are converted at the Conversion Price of \$0.04 per SVA CDI, the

share capital structure of the Company before and after the conversion would be as appears in the Table below.

For conversion of the Convertible Note, the number of SVA CDIs into which the Aggregate Repayment Amount will convert will be determined subject to ASX Listing Rule 7.1 and Chapter 6 of the Corporations Act. The impact of the issue of the 2018 Notes on the capital structure of the Company is detailed below to outline:

- (A) current issued capital immediately prior to the issue of the 2018 Notes;
- (B) maximum number of SVA CDIs that could be issued under a conversion of all the 2018 Notes at a Conversion Price of 4 cents; and
- (C) share capital structure assuming conversion of all of the 2018 Notes (assuming no conversion of any convertible notes other than these 2018 Notes);

(A)	Current issued capital as at close of business on 1 May 2018	309,899,594
(B)	Maximum number of SVA CDIs to be issued upon conversion of the 2018 Notes	35,000,000
(C)	Share capital structure assuming conversion of all of the 2018 Notes	344,899,594

3.4 Effect of Conversion on Noteholder's shareholdings

The relevant interests (as defined in the *Corporations Act 2001*) in the Company of Kapok International Limited, Parmelia Pty Ltd, and Jolimont Lodge Pty Ltd in its capacity as trustee for the Powell Superannuation Fund as at the date the Convertible Notes were issued were 0%, 8.87%, and 7.39% respectively (through controlled and/or wholly owned entities). If all of these 2018 Notes are Converted by the Noteholders at the Conversion Price, the Noteholder's relevant interests (assuming the Company does not issue any other SVA CDIs prior to such Conversion) increases to 7.25%, 9.42%, and 8.09% respectively. If the Company does issue further SVA CDIs prior to this Conversion, the potential relevant interests would not increase to this same extent (on the issue of # SVA CDIs to the Noteholder on Conversion).

4. Rights and liabilities of the SVA CDIs

This section provides a summary of the rights attaching to the SVA CDIs and is not to be taken as to be exhaustive or to constitute a definitive statement of the rights and liabilities of shareholders of SVA (**SVA Shareholders**).

The full terms of the rights and liabilities attaching to the SVA CDIs is contained in the SVA Constitution (a copy of the Constitution is available from SVA on request free of charge). The rights and liabilities attaching to SVA CDIs can involve complex questions of law arising from an interaction of SVA's constitution with statutory and common law requirements.

For a SVA CDI holder to obtain a definitive assessment of the rights and liabilities which attach to SVA CDIs in specific circumstances, the SVA CDI holder should seek their own legal advice.

(a) *Shareholder Meetings and Notice*

Each registered SVA CDI holder is entitled to receive notice of all shareholder meetings of the Company and to receive all documents required to be sent to SVA CDI holders with respect

to the meeting and certain prescribed documents under the Constitution, the Business Corporations Act (British Columbia) (**BCBCA**), the Corporations Act or the Listing Rules. SVA CDI holders are entitled to be present in person, or by proxy, to attend and vote at all shareholder meetings of the Company.

(b) ***Voting Rights***

At all shareholder meetings of SVA CDI holders:

- each SVA CDI holder entitled to vote may vote by proxyholder; and
- on a poll, every person present who is a SVA CDI holder or a proxyholder of a SVA CDI holder entitled to vote shall, in respect of each fully paid Share held by him or her, or in respect of which he or she is appointed a proxyholder, have one vote for every fully paid Share, but in respect of partly paid SVA CDIs shall have a fraction of a vote equal to the proportion that the amount paid bears to the issue price of the SVA CDIs.

(c) ***Dividend Rights***

While there is no guarantee of any dividends or distributions by the Company, the Directors may from time to time declare dividends in compliance with the BCBCA. All dividends are paid in the proportion that the amounts paid on those SVA CDIs bear to the issue price of the SVA CDIs.

(d) ***Winding Up***

Pursuant to the BCBCA, SVA can be wound up either voluntarily or by court order. If the Company is wound up voluntarily, the liquidator may, with the authority of a special resolution, divide among the SVA CDI holders in kind the whole or any part of the property of the Company (after all debts and liabilities are satisfied), and may for that purpose set such value as he or she considers "just and equitable" upon any property remaining to be so divided, and may determine how the division is to be carried out as between the SVA CDI holders or different classes of SVA CDI holders.

(e) ***Transfer of SVA CDIs***

SVA CDIs in the Company are freely transferable, subject to formal requirements, and so long as the registration of the transfer does not result in a contravention of or failure to observe the provisions of a law of Australia or Canada and the transfer is not in breach of the BCBCA, the Corporations Act or the Listing Rules.

(f) ***Variation of Rights***

In accordance with the BCBCA, amendments to the special rights and restrictions attached to any issued shares or CDIs of SVA require, in addition to any resolution provided for by the CMMC articles, consent by a special resolution (66 2/3%) of the class or series of shares or CDIs affected.

5. Continuous disclosure obligations

5.1 Continuous disclosure

SVA is a "disclosing entity" for the purposes of section 111AC of the Act. As such, it is subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC in relation to SVA may be obtained from or inspected at an ASIC office.

SVA is also required to disclose to ASX any information of which it is, or becomes, aware concerning it and which a reasonable person would expect to have a material effect on the price or value of securities of SVA.

SVA will provide a copy of each of the following documents, free of charge, to any person who asks for it:

- (a) the annual financial report for the financial year ended 30 June 2017, being the annual financial report most recently lodged with ASIC by SVA;
- (b) the half-year financial report lodged with ASIC by SVA after lodgment of the annual financial report referred to in paragraph (a) above and before the lodgment of this Cleansing Notice with ASX, and
- (c) any continuous disclosure notices given by SVA after the lodgment of the annual financial report referred to in paragraph (a) above and before the lodgment of this Cleansing Notice with ASX.

Upon request, the Company will provide you with a copy of all documents used to notify the ASX of information relating to the Company (under the provisions of the Listing Rules) from 22 September 2017, being the date of lodgment of the Company's consolidated financial statements for the year ending 30 June 2017, to the date of lodgment of this Notice, free of charge.

5.2 No further information to disclose

Aside from the information contained in this Cleansing Notice and documents previously lodged by SVA with the ASX pursuant to its continuous disclosure obligations, there is no additional information about the issue of the 2018 Notes that:

- (a) has been excluded from a continuous disclosure notice in accordance with the Listing Rules; and
- (b) is information that investors and their professional advisers would reasonably require for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of SVA; and
 - (ii) the rights and liabilities attaching to the 2018 Notes or SVA CDIs.

6. No Responsibility

Neither ASX, ASIC nor any of their respective officers take responsibility for the contents of this Cleansing Notice.

SCHEDULE

Summary - Convertible Note Terms

Schedule – Details of secured Note issue

The Company has entered into unsecured convertible note deeds (“**Convertible Note Agreements**”) pursuant to which it has issued convertible unsecured notes (“**Note**”) for an aggregate principal amount of AUD\$1,400,000 (the “**Financing**”) to Kapok International Limited, Parmelia Pty Ltd (“**Parmelia**”), and Jolimont Lodge Pty Ltd in its capacity as trustee for the Powell Superannuation Fund (“**Jolimont**”), (collectively, the “**Noteholders**”).

All of the subscribers for the Notes are exempt person/s under Chapter 6D of the Corporations Act 2001 (Cth), i.e. wholesale and sophisticated Investors.

The terms of the Convertible Note Agreements provided that the issue of the Notes was subject to the Company securing prior SVA CDI holder approval, which approval was obtained on 13 April 2018. The timing and price at which the Notes convert is set out in the Convertible Note Terms detailed below.

The Financing is the result of arm’s length negotiations conducted between the Company and the Noteholders.

The key terms from the Convertible Note Deed are summarised as follows:

Term	Description
Use of Funds:	Company's working capital purposes, including to allow the Company to continue implementation of the Company's PIVOT strategy. -
Interest:	10% per annum.
Maturity Date:	31 March 2019.
Security and priority:	The Notes are unsecured. The money owing to each Noteholder by the Company shall rank pari passu and pro rata between each holder of Notes without any preference or priority between them.
Requisite Approvals:	The 2018 Notes will not be issued until the Company obtains all Requisite Approvals. “Requisite Approvals” comprise: (a) shareholder and CDI holder approvals under the applicable listing rules of the ASX (“ Shareholder Approval ”); (b) ASX approvals or consents; and (c) Australian and Canadian corporate law approvals required under applicable law, regulation or policy requirements, in each case for the issue of the Notes and for the issue of the CDIs upon Conversion.

Term	Description
Conversion:	<p>Conversion shall occur as follows:</p> <ul style="list-style-type: none"> (a) subject to (b) following, the Noteholder may at any time prior to the Maturity Date elect to Convert all of the Notes into CDIs at the Conversion Price, or (b) the Notes will automatically Convert 2 Business Days after the Company completes its Subsequent Financing Event where the issue price per security in that Subsequent Financing Event is equal to or greater than \$0.05 per CDI at the Conversion Price ("Mandatory Conversion"). <p>The amount converted is the face value of all Notes then held by the Noteholder together with accrued by unpaid interest relating to those Notes held at that time (less any applicable Tax) ("Conversion Amount").</p>
Conversion into CDIs:	<p>The 2018 Notes convert into CDIs into that number of CDIs calculated by dividing the Conversion Amount by the Conversion Price, where Conversion Price means:</p> <ul style="list-style-type: none"> (a) where the Noteholder elects to convert the Notes within 7 days after the occurrence of a Subsequent Financing Event with an offer price less than \$0.05 per CDI; the Conversion Price is the lower of (i) the price at which funds were raised under that Subsequent Financing Event; and (ii) \$0.04; (b) where the Notes are automatically converted under a Mandatory Conversion, the Conversion Price is \$0.04; (c) where the Noteholder elects to convert the Notes at any time prior to the Maturity Date (which for clarity excludes conversion under paragraphs (a) or (b)) above, the Conversion Price is \$0.04 per CDI; or (d) where the Noteholder elects to convert the Notes on the Maturity Date (which for clarity excludes conversion under paragraphs (a), (b) or (c) above) the Conversion Price is the lower of \$0.04 or the 10 Day VWAP for the period immediately preceding 31 March 2019. <p>For these purposes, Subsequent Financing Event means an issue by the Company of CDIs at any time after 15 March 2018 and on or before 30 March 2019 for receipt by the Company of an aggregate amount (in one transaction or a series of transactions) of at least \$1.5 million.</p>

Term	Description
Conversion Price Adjustment:	<p>Where:</p> <p>(a) the Notes are subject to an election by the Noteholder to convert (not being a Mandatory Conversion); and</p> <p>(b) the Noteholder remains the registered holder of the CDIs (issued on the conversion of its Notes) until the time of a subsequent adjustment, the number of CDIs already issued on conversion to that Noteholder is subject to a subsequent adjustment ("True Up") if there is a Subsequent Financing Event prior to 30 March 2019 at a price less than \$0.04 per CDI. Pursuant to the True Up, the Company must after that Subsequent Financing Event, issue to that Noteholder the True Up Securities at no additional cost to that Noteholder, provided that the CDI holder will only be issued True Up Securities once; and</p> <p>(c) the number of "True Up Securities" to be issued is equal to the number of additional CDIs (rounded up to the nearest whole CDI) that need to be issued to that Noteholder so that the aggregate number of CDIs into which that Noteholder's 2018 Notes have already been Converted plus the True Up Securities on adjustment is equal to the Conversion Amount (as at the original date of Conversion) divided by the True Up Price.</p> <p>The True Up Price is the price at which funds were raised under that Subsequent Financing Event.</p>
Repayment:	<p>Repayment of the Notes would only be required upon</p> <p>(a) the Maturity Date if the Noteholder has not notified the Company that the Notes will be Converted, or</p> <p>(b) occurrence of an Event of Default.</p> <p>If repayment is due the Company must redeem the relevant Notes by paying the Principal outstanding and all accrued but unpaid interest.</p>
Events of Default:	<p>The Convertible Note Deed also includes customary events of default including:</p> <ul style="list-style-type: none"> • the Company breaches a material term of the Deed; • any warranty is materially misleading or untrue; • occurrence of an insolvency event; • failure to obtain a Requisite Approval (including shareholder approval) within the time periods; • Court judgement in excess of \$500,000 is obtained against the Company; or • the Company fails to redeem the Notes as required under the Note Deed.

The net proceeds will be used by Simavita for general working capital purposes.

There has been no prior formal valuation of the securities issued in the Financing as there has not been any necessity to do so. The Financing has been reviewed and unanimously approved by the independent members of the Board of Directors.