



SPAFID  
CONNECT

Informazione Regolamentata n. 30034-4-2021	Data/Ora Ricezione 26 Novembre 2021 12:29:53	---
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Societa' : NASHIRA S.p.A.  
Identificativo : 154611  
Informazione  
Regolamentata  
Nome utilizzatore : NASHIRAN02 - Danilo Salsi  
Tipologia : REGEM  
Data/Ora Ricezione : 26 Novembre 2021 12:29:53  
Data/Ora Inizio : 26 Novembre 2021 12:29:54  
Diffusione presunta  
Oggetto : Nashira spa -NOTICE OF CALL (the  
"Notice") of the shareholders' meeting of  
the denominated bonds "Euro 4.000.000,00  
– Prestito partecipativo subordina

*Testo del comunicato*

Vedi allegato.

**NOTICE OF CALL**

(the “Notice”)

**of the shareholders’ meeting of the denominated bonds**

**“Euro 4.000.000,00 – Prestito partecipativo subordinato tasso fisso + remunerazione variabile con scadenza 10 maggio 2024”**

(the “Bond”)

issued by:

“NASHIRA S.P.A.”, Registered office in Padua, Passeggiata Arturo Miolati, n. 2, with share capital of Euro 50,000.00 fully paid-up, VAT number, *Codice Fiscale* and registration number in the Padua Company Register 05364590280, REA n. PD461451, subject to the direction and coordination of “Caprera & Partners SpA” (the “Issuer”), and still outstanding - ISIN: **IT0005443640**.

The holders of the Bonds (the “Bondholders”), traded on the Vienna MTF multilateral trading facility managed by Wiener Borsa AG, are invited to participate to the bondholders’ meeting (the “Bondholders’ Meeting”) to be held at the office of the public notary Lorenzo Grossi in Milan, at via Leopardi, n. 27, the

**13<sup>th</sup> December 2021 at 15,00 (CET)**

on first call and, if the requested quorum is not reached within fifteen minutes from the beginning of the first call meeting, the 14<sup>th</sup> December 2021 at 15,00 (CET) on second call, in the same place, to vote on the following:

AGENDA:

1) Introduction of a new definition as follows: “*Data di Riferimento Straordinaria*” significa il 31 marzo 2022;

2) amendment of the definition of “*Data di Riferimento*” from “*Data di Riferimento: il 31 dicembre di ciascun esercizio che precede la Data di Pagamento della Remunerazione Variabile*” to “*Data di Riferimento: il 31 dicembre di ciascun esercizio che precede la Data di Pagamento della Remunerazione Variabile e la Data di Riferimento Straordinaria*”, with consequent amendment of articles 5.2 and 19 of the *Regolamento del Prestito Obbligazionario*;

3) amendment of the amortization plan, in the following terms:

- Repayment of 85% of the bond on January 1, 2023
- Repayment of 10% of the bond on January 1, 2024
- Repayment of 5% of the bond on May 10, 2024

with consequent amendment of art. 6.1 of the *Regolamento del Prestito Obbligazionario*;

4) approval of the bylaw’s amendment, which will be voted in the Company’s Shareholders’ Meeting, which provides for the extension of the first financial year from 31<sup>st</sup> December 2021 to 31<sup>st</sup> March 2022 and that the following financial years will close on 31<sup>st</sup> December of each year, with subsequent amendment of art. 28 of the current Articles of Association.

## DOCUMENTATION

The following documents will be available, during normal business hours, at the Issuer's registered office and through the legal advertising systems, up to the date of the Bondholders' Meeting (included):

- this Notice;
- the *Regolamento del Prestito Obbligazionario*; e
- the proxy model.

The Bondholders have the right to view them and to obtain a copy at their own expenses.

## PARTICIPATION IN THE BONDHOLDERS' MEETING

The calling and the Bondholders' Meeting will be arranged according to the Civil Code provisions and the Issuer's bylaws and are better described below.

The Bondholders who hold the bonds at the close of business of the seventh day prior to the date set for the Bondholders' Meeting (the "**Record Date**") and for which the Issuer has received on its official email, pursuant to article 83-sexies of *Decreto Legislativo* no. 58 (the "**TUF**"), the relative notice from the authorized intermediary.

In any case, those who hold the Bonds after the Record Date will not have the right to participate and to vote in the Bondholders' Meeting.

Pursuant to Article 83-sexies, paragraph 4, of the TUF, the notices from the authorized intermediary must reach the Issuer by the close of business of the third trading day preceding the date of the Bondholders' Meeting first call.

The right to attend and vote in the Bondholders' Meeting remains valid if the notices from the authorized intermediary are received by the Issuer after the deadline but before the start of the Bondholders' Meeting.

In compliance with the provisions of the Articles of Association, and pursuant to art. 106 of the *Decreto legge* n.18 of 17 March 2020 (the Decree "**Cura Italia**"), the participation to the Bondholders' Meeting can also be made through audio or video call systems. Therefore, the Issuer will send to the Bondholders the access credentials in time for their participation to the Bondholders' Meeting.

## VOTE BY PROXY

The Bondholders entitled to vote have the right to be represented at the Bondholders' Meeting by means of a written proxy to be issued to a trusted delegate, by signing the proxy form attached hereto.

## EFFECTIVENESS

The resolutions of the shareholders' meeting will take effect immediately after their adoption and their registration with the competent Register of Companies.

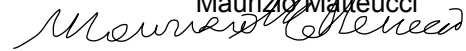
## FURTHER INFORMATION

Bondholders are recommended to check with any broker, dealer, bank, depositary, trust company, delegate, or other intermediary through which they hold the Bond the deadline

by which such brokers request to receive voting instructions from a Bondholder for such Bondholder to participate at the Bondholders' Meeting or revoke the related instructions to attend the Bondholders' Meeting before the terms indicated in this Notice. The terms set by each intermediary may differ from the ones indicated here.

The Chairman of the Board of Directors

Maurizio Matteucci



**PROXY FOR THE SHAREHOLDERS' MEETING RELATED TO**

***“Euro 4.000.000,00 – Prestito partecipativo subordinato tasso fisso + remunerazione variabile con scadenza 10 maggio 2024”***

**CONSENT TO THE AMENDMENTS OF THE TERMS AND CONDITIONS  
OF THE BOND**

The undersigned \_\_\_\_\_ born in \_\_\_\_\_ on the day \_\_\_\_\_, C.F. \_\_\_\_\_, [to be added in the case of a legal person: as legal representative of the company \_\_\_\_\_ based in \_\_\_\_\_, registered in the Company Register of \_\_\_\_\_, C.F. \_\_\_\_\_] (the "Bondholder"), holder, in dematerialized form, of no. \_\_\_\_\_ bonds representing the bond “Euro 4.000.000,00 – Prestito partecipativo subordinato tasso fisso + remunerazione variabile con scadenza 10 maggio 2024”, ISIN code: **IT0005443640** (the “**Bond**”), issued by “Nashira SpA” (the “**Issuer**”), hereby

**DELEGATES AND GIVES POWER OF ATTORNEY TO**

\_\_\_\_\_, born in \_\_\_\_\_ on \_\_\_\_\_, tax code no. \_\_\_\_\_, (the “Attorney”) to represent him in all respects and to exercise the right to vote in the name and in the interest of the undersigned, in the Bondholders' Meeting “Euro 4.000.000,00 – Prestito partecipativo subordinato tasso fisso + remunerazione variabile con scadenza 10 maggio 2024”, scheduled for 13<sup>TH</sup> December 2021 at 15,00 (CET), on first call, and for 14<sup>th</sup> December 2021 at 15,00 (CET), on second call, at the office of public notary Lorenzo Grossi in Milan, located in via Leopardi, n. 27, with the following

**"ORDINE DEL GIORNO:**

- 1) Introduction of a new definition as follows: “*Data di Riferimento Straordinaria*” significa il 31 marzo 2022;
- 2) amendment of the definition of “*Data di Riferimento*” from “*Data di Riferimento: il 31 dicembre di ciascun esercizio che precede la Data di Pagamento della Remunerazione Variabile*” to “*Data di Riferimento: il 31 dicembre di ciascun esercizio che precede la Data di Pagamento della Remunerazione Variabile e la Data di Riferimento Straordinaria*”, with consequent amendment of articles 5.2 and 19 of the *Regolamento del Prestito Obbligazionario*;
- 3) amendment of the amortization plan, in the following terms:
  - Repayment of 85% of the bond on January 1, 2023
  - Repayment of 10% of the bond on January 1, 2024
  - Repayment of 5% of the bond on May 10, 2024
 with consequent amendment of art. 6.1 of the *Regolamento del Prestito Obbligazionario*;

4) approval of the bylaw's amendment, which may be resolved by the Company's Shareholders' Meeting, which provides for the closure of the first financial statements on March 31, 2022 and that the subsequent financial statements close on December 31 of each year, with consequent amendment of art. 28 of the current Articles of Association.

To this end, the Bondholder grants this Power of Attorney regarding the items on the Agenda.

Furthermore, this Power of Attorney authorizes the consent to the changes to the terms of the Bond and to the new amortization plan proposed by the Issuer on the Agenda, signed by the Chairman of the Board of Directors of the company and indicated above.

The Bondholder undertakes to indemnify the Attorney from any liability which he may incur in good faith in the execution of this Power of Attorney.

Through this Power of Attorney, the Bondholder ratifies and confirms any act or declaration carried out by the Attorney.

\_\_\_\_\_, \_\_\_\_\_ 2021

\_\_\_\_\_  
[On behalf of \_\_\_\_\_]

Fine Comunicato n.30034-4

Numero di Pagine: 7