

€3,250,000,000 ISPA SERIES 3 HIGH SPEED RAILWAY FUNDING NOTES DUE 2024

ISIN: IT0003621460 COMMON CODE: 018578832

**ORIGINAL PRICING SUPPLEMENTS UNDER THE €25,000,000,000 ISPA HIGH SPEED
RAILWAY FUNDING NOTE PROGRAMME**

AND

**RELEVANT FINAL TERMS UNDER THE MTN PROGRAMME OF THE REPUBLIC OF
ITALY**

€3,250,000,000 ISPA SERIES 3 HIGH SPEED RAILWAY FUNDING NOTES DUE 2024

ISIN: IT0003621460 COMMON CODE: 018578832

**PRICING SUPPLEMENTS AI SENSI DEL €25,000,000,000 ISPA HIGH SPEED RAILWAY
FUNDING NOTE PROGRAMME**

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**RELATIVI FINAL TERMS NELL'AMBITO DEL PROGRAMMA DI EMISSIONE
INTERNAZIONALE DELLA REPUBBLICA ITALIANA**

EXECUTION COPY

INFRASTRUTTURE S.p.A.

€25,000,000,000 ISPA HIGH SPEED RAILWAY FUNDING NOTE PROGRAMME

**€3,250,000,000 ISPA SERIES 3 HIGH SPEED RAILWAY
FUNDING NOTES DUE 2024**

PRICING SUPPLEMENT

Managers

**MCC S.p.A. - Capitalia Gruppo Bancario
Morgan Stanley & Co. International Limited
UBS Limited**

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Pricing Supplement dated 5 February 2004

Infrastrutture S.p.A.

Issue of

€3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024

under the

€25,000,000,000 ISPA High Speed Railway Funding Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set out in the Offering Circular dated 29 January 2004. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular.

1. **Issuer:** Infrastrutture S.p.A.

2. **Series Number:** 3

If fungible with an existing Series, details of the Series, including the date on which the Notes become fungible: Not Applicable

3. **Specified Currency or Currencies:** Euro

4. **Aggregate Nominal Amount:** Euro 3,250,000,000

Aggregate Nominal Amount in Euro and rate of exchange/method of calculating same: Not Applicable

If fungible with an existing Series, Aggregate Nominal Amount of Series taking into account the Notes being issued: Not Applicable

5. **Issue Price:** 98.934 per cent of the Aggregate Nominal Amount

Financing Proceeds: Euro 3,250,000,000.00
of which Cash Reserve Amount: Euro 80,271,128.42
of which Liquidity Facility Reserve: Not Applicable
of which Expenses Retention Amount: Euro 65,000.00

Refinancing Proceeds Not Applicable
Net Proceeds (based on the Issue Price and Euro 3,208,924,290.00
after deduction of Managers' commissions):

6. **Specified Denomination:** Euro 1,000
7. **Issue Date:** 6 February 2004
Interest Commencement Date 6 February 2004
8. **Final Maturity Date:** 31 July 2024
9. **Interest Basis:** 5.125 per cent fixed rate (*Further details specified below*)
10. **Redemption/Payment Basis:**
- (i) Redemption basis Redemption at par
 - (ii) Amortising Notes Not Applicable
 - (iii) Bullet Notes Applicable
 - Scheduled Maturity Date 31 July 2024
11. **Listing:** Application has been made for the Notes to be listed on the Luxembourg Stock Exchange
12. **Method of distribution:** Syndicated
13. **Ratings:** AA/Aa2/AA (by Fitch, Moody's and S&P respectively)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- | | |
|---|--|
| 14. Fixed Rate Note Provisions | Applicable |
| (i) Rate of Interest: | 5.125 per cent. per annum payable annually in arrear |
| (ii) Fixed Interest Commencement Date | 6 February 2004 |
| (iii) Fixed Payment Date(s): | 31 July in each year, with the first fixed Payment Date falling on 31 July 2004. There will be a short First Interest Period from and including the Issue Date to but excluding 31 July 2004. If a Fixed Payment Date is not a Business Day, Noteholders will not be entitled to payment of the relevant amount until the immediately following Business Day and will not be entitled to further interest or other payment in respect of such delay. |
| (iv) Fixed Interest Amount(s): | Not Applicable |
| (v) Day Count Fraction: | Actual/Actual (ISMA) |
| (vi) Broken Amount(s): | Not Applicable |
| (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes, including any provisions as to default interest: | Not Applicable |
| 15. Floating Rate Note Provisions | Not Applicable |
| 16. Index Linked Note Provisions | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

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| 17. Fixed Redemption Amount of each Note: | Euro 1,000 per Note of Euro 1,000 Specified Denomination |
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| 18. Early Redemption Amount | Not Applicable |
| 19. Early Redemption of a Series of Notes | Not Applicable |
| 20. Early Partial Redemption | Not Applicable |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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| 21. Form of Notes: | The Notes will be held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Accountholders. The Notes have been accepted for clearance by Monte Titoli with effect from their Issue Date. The Notes will at all times be held in book entry form and title to the Notes will be evidenced by book entries in accordance with the provision of Legislative Decree No. 213 and CONSOB Resolution No. 11768. No physical document of title will be issued in respect of the Notes. |
| 22. Financial Centre(s) or other special provisions relating to Payment Dates: | Not Applicable |
| 23. Other terms or special conditions: | Not Applicable |
| 24. Additional Reserve Provisions | Not Applicable |

DISTRIBUTION



25. **If syndicated, names of Managers:** MCC S.p.A. - Capitalia Gruppo
Bancario
Morgan Stanley & Co. International
Limited
UBS Limited
- Stabilising Manager (if any) and Lead Manager: Morgan Stanley & Co. International
Limited
26. **If non-syndicated, name of Dealer:** Not Applicable
27. **TEFRA:** Not Applicable
28. **Additional selling restrictions:** Not Applicable

OPERATIONAL INFORMATION

29. **ISIN Code:** IT0003621460
30. **Common Code:** 018578832
31. **Any clearing system(s) other than Monte Titoli, Euroclear and Clearstream, Luxembourg and the relevant identification number(s):** Not Applicable
32. **Delivery:** Delivery free of payment
33. **Additional Paying Agent(s) (if any):** Not Applicable
34. **Hedging Counterparties (if any):** Not Applicable

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| 35. | Liquidity Facility Provider (if any) | Not Applicable |
| 36. | Reference Banks (if different from Condition 10.5) | Not Applicable |
| 37. | Rounding (if different from Condition 20) | Not Applicable |
| 38. | Redenomination, Renominalisation and Reconventioning pursuant to Condition 21 | Not Applicable |

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DETAILS OF PROJECT LOAN TRANCHE

The details of the Project Loan Tranche to be financed by the proceeds of the Notes are described in Schedule 2 hereto.

LISTING APPLICATION

This Pricing Supplement comprises the details required to list the issue of Notes described herein pursuant to the €25,000,000,000 ISPA High Speed Railway Funding Note Programme of Infrastrutture S.p.A..

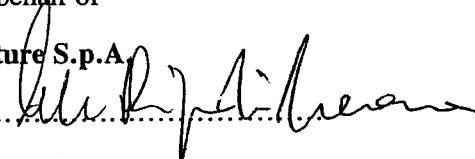
RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of

Infrastrutture S.p.A.

By:


(duly authorised)

Schedule 1

Schedule of Amortisation

Not Applicable

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Schedule 2

Details of Project Loan Tranche being financed or refinanced by issue of Notes

THIS PROJECT LOAN TRANCHE ANNEX No. 3 is made on 5 February 2004

BETWEEN

RETE FERROVIARIA ITALIANA S.p.A., a company incorporated under the laws of the Republic of Italy as a *società per azioni*, with registered office at Piazza della Croce Rossa no. 1, 00161 Rome (Italy), stock capital €23,822,367,060 (fully paid in), fiscal code and registered with the *Registro delle Imprese* of Rome under no. 01585570581, a company subject to the direction and co-ordination of Ferrovie dello Stato S.p.A., pursuant to Article 2497-sexies of the Italian Civil Code and to Italian Legislative Decree No. 188/2003;

TRENO ALTA VELOCITA' - T.A.V. S.p.A., a company incorporated under the laws of the Republic of Italy as a *società per azioni*, with registered office at Via Mantova no. 24, 00198 Rome (Italy), stock capital €5,228,072,934 (fully paid in), fiscal code no. 04131961007 and registered with the *Registro delle Imprese* of Rome under no. 734000, a company subject to the direction and co-ordination of Rete Ferroviaria Italiana S.p.A., Ferrovie dello Stato group; and

INFRASTRUTTURE S.p.A., a company incorporated under the laws of the Republic of Italy as a *società per azioni*, with registered office at Via Goito no. 4, 00185 Rome (Italy), stock capital €10,000,000 (fully paid in), fiscal code and registered with the *Registro delle Imprese* of Rome under no. 0730398100, enrolled with No. 34960 in the register kept by *Ufficio Italiano dei Cambi* under Article 106 of Legislative Decree No. 385 of 1 September 1993 and registered in the special register kept by the Bank of Italy under Article 107 of the Banking Act.

1. We refer to the agreement (the "**Credit Facility Agreement**") dated 23 December 2003 and made between, Treno Alta Velocità - T.A.V. S.p.A. as Borrower and Rete Ferroviaria Italiana S.p.A. as Borrower and Credit Facility Guarantor and Infrastrutture S.p.A. as Lender and Project Facility Manager. Terms defined in the Credit Facility Agreement shall have the same meaning when used in this Project Loan Tranche Annex.
2. Pursuant to Clause 2.4 (*Drawdown of Advances under the Project Loan Tranches*) of the Credit Facility Agreement the Parties wish to set out the following additional terms in relation to the Project Loan Tranche No. 3:

Identification of Relevant Notes: €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024

Refinancing Deadline: In respect of the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024: 9 September 2023.

In respect of any further Relevant Notes

or Relevant Funding Loan issued or borrowed to refinance the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024 or any further Relevant Notes or Relevant Funding Loan in connection with the Project Loan Tranche No. 3, 9 September of the year preceding the year of final maturity of such Relevant Notes or Relevant Funding Loan.

Project Loan Tranche Total Amount: Euro 3,250,000,000

Project Loan Tranche Availability Period: The period starting from and including the date on which the Lender is committed to make an Advance to a Borrower under the Project Loan Tranche No. 3 pursuant to the provisions of Clauses 2.5 and 3.1 of the Credit Facility Agreement and ending on (and including) 9 September 2023.

Available Project Loan Tranche Amount: The Project Loan Tranche Total Amount at any time less the aggregate amount of all Advances which have been made under the Project Loan Tranche No. 3 at such time.

Initial Expenses: Euro 44,684,319.02. It is acknowledged that this amount also comprises an issue premium of Euro 34,645,000.00 due from the Borrowers to the Lender to compensate the Lender for the additional financial cost incurred by it in the issuing of the Relevant Notes at a price below par.

Maximum Amount: Euro 2,073,150,552.00

Principal Repayment Plan: Subject to the provisions of the Credit Facility Agreement, principal in respect of each Advance shall be repaid on each Facility Payment Date starting from (and including) the Facility Payment Date falling in 2034 and ending on the Facility Final Maturity Date, as set out in the Annex hereto.



Upon any mandatory prepayment in accordance with Clause 7.3 of the Credit Facility Agreement, the Project Facility Manager will make adjustments to the amount of the future instalments due on each Facility Payment Date *pro rata* to the amounts detailed in the Annex and the Facility Final Maturity Date will not change, except in the event of mandatory prepayment in full of all amounts outstanding under any Advance.

Interest Rate:

5.125 per cent. per annum payable annually in arrear.

Provided that,

- (1) in the case of a refinancing of the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024, the Interest Rate shall be the rate determined by the Project Facility Manager upon consultation with the Borrowers and the Lender (and notified to the Parties to the Credit Facility Agreement) in accordance with Clause 3.4 of the Credit Facility Agreement and such new Interest Rate will apply as of 31 July 2024 (as adjusted in accordance with the applicable business day convention); and
- (2) in the case of a refinancing of any further Relevant Notes or Relevant Funding Loan in connection with Project Loan Tranche No. 3, the Interest Rate shall be the rate determined by the Project Facility Manager upon consultation with the Borrowers and the Lender (and notified to the Parties to the Credit Facility Agreement) in accordance with Clause 3.4 of the Credit Facility Agreement and such new Interest Rate will apply as of the



maturity date of such further Relevant Notes or Relevant Funding Loan (as adjusted in accordance with the applicable business day convention);

provided however that, upon any such refinancing, the Project Facility Manager may determine a floating or index linked interest rate to this Project Loan Tranche only in agreement with the Borrowers and the Lender.

First Payment Amount:

Euro 80,271,128.42

Basis of Accrual:

Interest, commissions and fees in respect of the Project Loan Tranche No. 3 shall be calculated on the following basis:

- (a) where the calculation period is equal to or shorter than the Interest Period during which it falls, the actual number of days in the calculation period divided by the product of (1) the actual number of days in such Interest Period and (2) the number of Interest Periods in any year; and
- (b) where the calculation period is longer than one Interest Period, the sum of:
 - (A) the actual number of days in such calculation period falling in the Interest Period in which it begins divided by the product of (1) the actual number of days in such Interest Period and (2) the number of Interest Periods in any year; and
 - (B) the actual number of days in such calculation period falling in the next Interest



Period divided by the product of (1) the actual number of days in such Interest Period and (2) the number of Interest Periods in any year.

Provided that,

- (1) in the case of a refinancing of the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024, the basis of accrual applicable as of 31 July 2024 (as adjusted in accordance with the applicable business day convention) shall be the basis determined by the Project Facility Manager (and notified to the Parties to the Credit Facility Agreement) in accordance with Clause 26.1 of the Credit Facility Agreement; and
- (2) in the case of a refinancing of any further Relevant Notes or Relevant Funding Loan in connection with the Project Loan Tranche No. 3, the basis of accrual applicable as of the maturity date of such further Relevant Notes or Relevant Funding Loan (as adjusted in accordance with the applicable business day convention) shall be the basis determined by the Project Facility Manager (and notified to the Parties to the Credit Facility Agreement) in accordance with Clause 26.1 of the Credit Facility Agreement.

Business Day Convention:

The provisions of Clauses 23.5.1 and 23.5.2 of the Credit Facility Agreement will apply without amendments.

Index Linked Provisions:

Not applicable to the €3,250,000,000 Series 3 ISPA High Speed Railway

	Funding Notes due 2024
Floating Rate Provisions:	Not applicable to the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024
Quotation Date:	Not applicable to the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024
Additional Conditions Precedent:	Not applicable to the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024
Additional Representations:	TAV hereby represents to the Lender that FS, in January 2004, has lent to TAV the amount of Euro 67,000,000.00 which has been utilised in full by TAV for the financing of the Project. (the "FS Loan Amount")
Additional Covenants:	Not applicable to the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024
Additional Provisions:	<p><i>Purpose and Application of the Facility</i></p> <p>The Parties acknowledge and agree that the proceeds of the first Advance under this Project Loan Tranche may be utilised by TAV, <i>inter alia</i>, to repay the FS Loan Amount to FS. The Drawdown Notice in respect of such Advance shall be adjusted accordingly.</p> <p><i>Split of Project Loan Tranche No. 3</i></p> <p>For the avoidance of doubt, it is acknowledged that, in the event that the Project Loan Tranche No. 3 is divided into two or more Project Loan Tranches in accordance with Clause 4.4 of the Credit Facility Agreement, a new Project Loan Tranche Annex will be entered into in respect of each Project Loan Tranche resulting from such split.</p> <p><i>Amendments to this Project Loan Tranche Annex</i></p>

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Upon any further Relevant Notes or Relevant Funding Loan issued or borrowed to refinance the €3,250,000,000 Series 3 ISPA High Speed Railway Funding Notes due 2024 or any further Relevant Notes or Relevant Funding Loan in connection with the Project Loan Tranche No. 3, this Project Loan Tranche Annex and the Principal Repayment Plan shall be modified as agreed by the Parties and such modification to be notified to the rating agencies then rating any Notes.

Conditions Precedent to the first Advances

Without prejudice to the other provisions of Clause 3.2 of the Credit Facility Agreement, the first Advance under the Project Loan Tranche No. 3 will be made notwithstanding the time limits imposed in Clause 3.2.1 and Clause 3.2.2 of the Credit Facility Agreement and the second Advance under the Project Loan Tranche No. 3 will be made notwithstanding the time limits imposed in Clause 3.2.1, Clause 3.2.2 and Clause 3.3.6 of the Credit Facility Agreement.

Acknowledgements

The Parties acknowledge that (i) the monies drawn down under the Bridge Credit Facility Agreement have been used by TAV, *inter alia*, to finance the design and construction of the Florence Junction; (ii) Advances may be drawn down under this Project Loan Tranche Annex in order to finance the design and construction of the Florence Junction; and (iii) upon transfer of the Florence Junction to RFI from TAV, together with the related assets and liabilities (including the liabilities related to the Advances drawn down in respect of such Junction), Clause 25.4.2 of the Credit Facility Agreement will

apply and the word "Transfer", as used in such clause, shall be construed so as to include the transfer of the Florence Junction as described above.

3. The Parties confirm that neither the Interest Rate nor the Default Interest applicable to any Advance to be drawn under the Project Loan Tranche No. 3 exceed on the date hereof the maximum rate currently permitted by Italian Usury Law.
4. This Project Loan Tranche Annex will supplement and constitute an integral part of the Credit Facility Agreement.

This Project Loan Tranche Annex is governed by, and shall be construed in accordance with, Italian law.

Each Party agrees for the benefit of the other parties that the courts of Rome shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Project Loan Tranche Annex and, for such purposes, irrevocably submits to the jurisdiction of such courts.

This Project Loan Tranche Annex is exempt from registration tax and stamp duty as well as from any other indirect taxes pursuant to paragraph 10 of Article 8 of Law Decree No. 63 of 15 April 2002 converted, with amendments, into Law No. 112 of 2002, as subsequently amended by Law Decree No. 269 of 30 September 2003, converted with amendments, into Law No. 326 of 24 November 2003.

This Project Loan Tranche Annex is executed in three originals, one for each Party.

ANNEX

Each Advance will be repaid in instalments on each Facility Payment Date starting from the Facility Payment Date falling in year 2034 up to the Facility Final Maturity Date, in accordance with the following plan which assumes drawdown in full of the Project Loan Tranche Total Amount:

Facility Payment Date	Principal instalment amount
20 July 2034	€116,071,428.57
20 July 2035	€116,071,428.57
20 July 2036	€116,071,428.57
20 July 2037	€116,071,428.57
20 July 2038	€116,071,428.57
20 July 2039	€116,071,428.57
20 July 2040	€116,071,428.57
20 July 2041	€116,071,428.57
20 July 2042	€116,071,428.57
20 July 2043	€116,071,428.57
20 July 2044	€116,071,428.57
20 July 2045	€116,071,428.57
20 July 2046	€116,071,428.57
20 July 2047	€116,071,428.57
20 July 2048	€116,071,428.57
20 July 2049	€116,071,428.57
20 July 2050	€116,071,428.57
20 July 2051	€116,071,428.57
20 July 2052	€116,071,428.57
20 July 2053	€116,071,428.57
20 July 2054	€116,071,428.57
20 July 2055	€116,071,428.57



20 July 2056	€116,071,428.57
20 July 2057	€116,071,428.57
20 July 2058	€116,071,428.57
20 July 2059	€116,071,428.57
20 July 2060	€116,071,428.61
20 July 2061	€116,071,428.57

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SIGNATURES

Rete Ferroviaria Italiana S.p.A.

as Borrower and Credit Facility Guarantor

By:

Treno Alta Velocità - T.A.V. S.p.A.

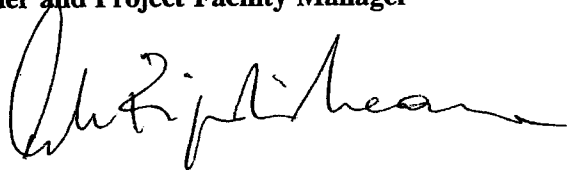
as Borrower

By:

Infrastrutture S.p.A.

as Lender and Project Facility Manager

By:

A handwritten signature in black ink, appearing to read "Antonio...". The signature is written in a cursive, flowing style.

Schedule 3

Details of Hedging Agreement(s)

Not Applicable

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Schedule 4

Details of Liquidity Facility Agreement(s)

Not Applicable

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FINAL TERMS

Series No.: []

Tranche No.: []

Republic of Italy

U.S. \$56,000,000,000

Programme for the Issuance of Debt Instruments

Issue of

EUR 3,250,000,000 5.125 per cent Fixed Rate Instruments due 2024

The Instruments constitute direct, unconditional and general obligations of the issuer and rank *pari passu* among themselves and equally with all other unsecured External Indebtedness (as defined in the Simplified Base Prospectus dated 21 March 2007 (the "**Base Prospectus**") in relation to the Programme) of the Issuer.

These Final Terms (as referred to in the Base Prospectus) relates to the Tranche of Instruments referred to above, contains the final terms and conditions of the Instruments and should be read in conjunction with the Base Prospectus dated 21 March 2007.

From the dated hereof, these Final Terms replace and constitute the terms and conditions of the Euro 3,250,000,000 5.125 per cent Fixed Rate Notes due 2024 issued by Infrastrutture S.p.A. on 6 February 2004, under its Euro 25,000,000,000 ISPA High Speed Railway Funding Note Programme dated 29 January 2004 (the "**ISPA Programme**"), further to the joint meeting of all holders of the notes issued by Infrastrutture S.p.A. (as merged by way of incorporation by operation of law in Cassa depositi e prestiti S.p.A.) under the ISPA Programme having approved on [●] 2007 the full replacement of (i) the terms and conditions of the ISPA Programme with the terms and conditions contained in the Base Prospectus, (ii) the rules governing the meeting of the holders of the notes issued under the ISPA Programme with the provisions for meetings of holders of the Instruments issued under the Programme as scheduled to the agency agreement relating thereto, and (iii) each pricing supplement relating to a series of notes issued under ISPA Programme with corresponding Final Terms, in each case with acceptance of any differences between the conditions, the rules and pricing supplement relating to the said notes issued by Infrastrutture S.p.A. and, respectively, terms and conditions incorporated under the Base Prospectus, the rules governing meetings scheduled to the agency agreement of the Programme and the relevant Final Terms.

The particulars to be specified in relation to such Tranche are as follows:

1.	Issuer:	Republic of Italy
1.	Arranger:	N/A
2.	Relevant Dealer/Lead Manager:	Morgan Stanley & Co International Plc
3.	Syndicated:	Yes
4.	Other Dealers/Managers (if any):	MCC S.p.A. – Capitalia Gruppo Bancario Morgan Stanley & Co International Plc UBS Limited
5.	Status:	Unsubordinated
6.	Currency:	
	- of Denomination	Euro (“EUR”)
	- of Payment (Condition 1.10)	EUR
7.	Aggregate Principal Amount:	
	(i) Series	EUR 3,250,000,000
	(ii) Tranche	EUR 3,250,000,000
8.	If interchangeable with existing Series:	No
9.	Issue Date:	6 February 2004
10.	Issue Price:	98.934 per cent. of the Aggregate Principal Amount of the Tranche
11.	Commission Payable:	EUR 6,435,000.00
12.	Selling Concession:	None
13.	Expenses:	None
14.	(a) Form of Instruments:	The Instruments will be held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli S.p.A. for the account of the relevant Monte Titoli Account Holders. The Instruments have been accepted for clearance by Monte Titoli S.p.A. with

effect from their Issue Date. The Instruments will at all times be held in book entry form and title to the Instruments will be evidenced by book entries in accordance with the provision of Italian Legislative Decree No. 213 of 24 June 1998 and CONSOB Resolution No. 11768 of 28 December 1998, as amended. No physical document of title will be issued in respect of the Instruments. The expression "Monte Titoli Account Holders" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli S.p.A. and includes any depository banks appointed by Euroclear Bank S.A./N.V. as operator of the Euroclear System and Clearstream Banking, société anonyme, Luxembourg

- (b) Bearer Instruments No
exchangeable for Registered
Instruments:

15. If issued in Bearer form:

- (a) Initially represented by a Temporary Global Instrument or Permanent Global Instrument: Not Applicable
(Condition 1.2)
- (b) Temporary Global Instrument No
exchangeable for Definitive
Instruments:
- (c) Permanent Global Instrument No
exchangeable at the option of
the bearer for Definitive
Instruments:
(Condition 1.5)
- (d) Talons for future Coupons to be attached to Definitive Instruments: No
(Condition 1.6)

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|-----|--|--|
| (e) | Receipts to be attached to Instalment Instruments which are Definitive Instruments:
(Condition 1.7) | No |
| (f) | Definitive Instruments to be in IPMA or successors format: | Not Applicable |
| 16. | New Global Note form: | Not Applicable |
| 17. | Denomination(s):
(Condition 1.8 or 1.9) | EUR 1,000 |
| 18. | Partly Paid Instruments:
(Condition 1.11) | No |
| 19. | If issued in Registered Form: | |
| | - Registrar:
(Condition 2.2) | Not Applicable |
| 20. | Interest:
(Condition 5) | Interest bearing |
| 21. | Interest Rate:
(Condition 5.2) | 5.125 per cent fixed rate (<i>Further details specified below</i>) |

FIXED RATE INSTRUMENT PROVISIONS

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|-----|---------------------------|--|
| 22. | | Applicable |
| (a) | Rate of interest: | 5.125 per cent per annum payable annually in arrear |
| (b) | Interest Payment Date(s): | 31 July in each year, with the first Interest Payment Date falling on 31 July 2004. There will be a short first Interest Period from and including the Issue Date to but excluding 31 July 2004. If an Interest Payment Date is not a Business Day, holders of the Instruments will not be entitled to payment of the relevant amount until the immediately following Business Day and will not be entitled to further interest or other payment in respect of such delay. |
| (c) | Fixed Coupon Amount(s): | Not Applicable |

(d) Broken Amount(s):	Not Applicable
(e) Day Count Fraction:	Actual/Actual (ICMA)
(f) Determination Dates:	Not Applicable
Other terms relating to the method of calculating interest	Not Applicable

FLOATING RATE INSTRUMENT PROVISIONS

23.	Not Applicable
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PROVISIONS RELATING TO REDEMPTION

24.	Maturity Date: (Condition 6.1)	31 July 2024
25.	Dates for payment of Instalment Amounts (Instalment Instruments): (Condition 6.1)	Not Applicable
26.	Maturity Redemption Amount: (Condition 6.1)	Not Applicable
27.	Instalment Amounts: (Condition 6.1)	Not Applicable
28.	Optional Early Redemption (Call): (Condition 6.3)	No
29.	Optional Early Redemption (Put): (Condition 6.6)	No
30.	Events of Default (Condition 7.1):	
	(a) Early Termination Amount:	Not Applicable
	(b) Any additional (or modifications to) Events of Default:	None
31.	Payments: (Condition 9)	Not Applicable
	(a) Unmatured Coupons missing upon Early Redemption:	
32.	Replacement of Instruments: (Condition 12)	Not Applicable

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| 33. | Notices:
(Condition 14) | Notices in relation to the Instruments will be given through the Monte Titoli S.p.A. system as well as on the web page of the Luxembourg Stock Exchange (www.bourse.lu) |
| 34. | Listing: | Luxembourg |

DISTRIBUTION

- | | | |
|-----|---|---|
| 35. | Selling Restrictions: | |
| | : | Not Applicable |
| | Other: | None |
| 36. | Stabilising Manager(s): | Not Applicable |
| 37. | If syndicated, names of Managers: | MCC S.p.A. – Capitalia Gruppo Bancario |
| | | Morgan Stanley & Co International Limited |
| | | UBS Limited |
| 38. | If non-syndicated, name of Dealer: | Not Applicable |
| 39. | ISIN: | IT0003621460 |
| 40. | Common Code: | 018578832 |
| 41. | New Global Note intended to be held in a manner which would allow Eurosystem eligibility: | Not Applicable |
| 42. | Common Depositary: | Not Applicable |
| 43. | Any Clearing System other than Euroclear and Clearstream, Luxembourg: | Monte Titoli S.p.A. |
| 44. | Settlement Procedures: | Delivery free of payment |
| 45. | Other Relevant Terms and Conditions: | None |

LISTING APPLICATION

These are the Final Terms required to list the issue of Instruments pursuant to the U.S.

\$56,000,000,000 Debt Issuance Programme of The Republic of Italy.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

CONFIRMED

REPUBLIC OF ITALY

By:
Authorised Signatory

Date: