GIUNTA REGIONALE DEL LAZIO

ESTRATTO DAL PROCESSO VERBALE DELLA SEDUTA DEL _____ 2 1 DIC 2001

ADDI: 2 1 DIC 2001 NELLA SEDE DELLA REGIONE LAZIO, IN VIA CRISTOFORO COLOMBO, 212 - ROMA, SI E' RIUNITA LA GIUNTA REGIONALE, COSI COSTITUITA:

STORACE	Francesco	Presidente	GARGANO	Giulio	Assessore
SIMEONI	Giorgio	Vice Presidențe	IANNARILLI	Antonello	"
ARACRI	Francesco	Assessore	ROBILOTTA	Donato	w
AUGELLO	Andrea	16	SAPONARO	Francesco	16
CIARAMELLETTI		'n	SARACENI	Vincenzo Maria	
DIONISI	Armando	м.	VERZASCHI	Marco	
FORMISANO	Anna Teresa	•			
1224	STE II. SPODE	TARIO Doct. Saverio	Cunniana		
	OMISSIS	TAMES DOCC. Savelio	duccione.		
ASSENTI: IA	NNAA	: 1. 4			
ASSENTI:	MUHKI.	LLI -			
	-				
			1214		
	Der	IBERAZIONE Nº	947		
	PEN	THERMSTONE N	7 4 1		
41		-			
		2 42 5	- 10-4		
ـــــــــــــــــــــــــــــــــــــ			CA DICKH	HONE OF	SWATE
LILATIVA A	UA DIM	DOULPTIONE DE	1.12 Nov. 5500 A	IR AI ECIL	15010
					0000
50 MCL10	MI LANCI	ATA A GIUGNO	_1778		

OGGETTO: Ratifica operazione di "swap" relativa alla rimodulazione dell'emissione di ECU/EURO 250 milioni lanciata a giugno 1998.

LA GIUNTA REGIONALE

- VISTE la DGR n. 7388 del 21/11/97 con la quale la Giunta Regionale ha approvato il Programma Medium Term Note (M.T.N.) e la successiva DGR n. 3881 del 13/7/99 con la quale ha incrementato l'importo totale fissando a USD 1,500 milioni la capacità massima del Programma stesso;
- VISTA la DGR n. 2870 del 23/6/1998 con la quale è stata ratificata l'emissione di un prestito obbligazionario di ECU/EURO 250 milioni nell'ambito del Programma MTN;
- VISTO l'art. 4 co. 3 della L.R. n. 50 del 10/11/1998, con il quale questa Amministrazione è stata autorizzata, al fine di garantire una gestione attiva del portafoglio del debito "a ristrutturare il debito esistente, in considerazione delle condizioni dei mercati, mediante operazioni di trasformazioni di scadenze e/o tasso attraverso l'uso di strumenti operativi previsti dalla prassi dei mercati finanziari";
- VISTA la D.G.R. n. 1405 del 28 settembre 2001 con la quale questa Amministrazione è stata autorizzata a rimodulare, attraverso un nuovo contratto di "swap", l'intera struttura relativa all'emissione obbligazionaria di ECU/EURO 250 milioni;
- PRESO ATTO della conclusione dell'operazione di swap di cui trattasi, formalizzatasi con la sottoscrizione del relativo contratto, che si allega alla presente deliberazione, da parte del Direttore del Dipartimento Economia e Finanza il quale ha avuto formale autorizzazione a fissare i termini ultimi dell'operazione medesima, su parere conforme dell'Assessore al Bilancio Programmazione e Risorse comunitarie;
- RILEVATA la sottoscrizione apposta "per parere conforme" dall'Assessore al Bilancio sul contratto di cui trattasi:
- PRESO ATTO che le condizioni definitive dell'operazione possono essere riassunte come segue:
 - Scadenza invariata rispetto al precedente contratto fissata a 30 anni (2028);
 - Tasso fisso pari al 5.035% a partire dal 23/12/2001 fino al 23/6/2008 qualora il parametro di riferimento 6mesi Euribor sia uguale o superi in questo periodo il TOP SIDE di 5,30%;
 - Tasso fisso pari al 5.38% a partire dal 23/6/2008 fino al 23/6/2018 qualora il parametro di riferimento 6mesi Euribor sia uguale o superi in questo periodo il TOP SIDE di 6,00%;
 - Tassi fussi pari al 5,38% a partire dal 23/6/2018 fino al 23/6/2028 qualora il parametro di riferimento 6mesi Euribor sia uguale o superi in questo periodo il TOP SIDE di 6.70%
- ATTESO che la controparte swap, rileva semestralmente il livello del parametro di riferimento 6mesi Euribor e ha l'obbligo, qualora si verificasse in un semestre il superamento del Top Side predefinito, di riapplicare il tasso fisso prestabilito nel semestre immediatamente successivo qualora lo stesso livello del 6mesi Euribor ridiscendesse sotto il Top Side prefissato ;

(1

PRESO ATTO della validità dell'operazione medesima in relazione al notevole risparmio di risorse correnti dovuto alla diminuzione del tasso attualmente praticato;

VISTO l'art. 19 della L.R. n. 6/1999;

SU proposta dell'Assessore al Bilancio, Programmazione e Risorse Comunitarie;

ALL'Unanimità:

DELIBERA

Di prendere atto e ratificare il nuovo contratto di swap, che si allega alla presente deliberazione, sottoscritto dal Direttore del Dipartimento Economia e Finanza su parere conforme dell'Assessore al Bilancio, Programmazione e Risorse Comunitario.

IL PRESIDENTE: F.to Francesco STORACE

IL SEGRETARIO: F.to Dott. Saverio GUCCIONE

2 8 DIC. 2001

≵ UBS Warburg

ALLEG. alla DELIB. N. 1944

DEL 2 1 DIC, 200

Date:

11 October 2001

To:

The Region of Lazio

Attn:

Mr Guido Magrini

Fax No:

00 396 5168 4245 / 00 3906 516 86865.

From

UBS AG, London Branch ("UBS")

Subject:

Interest Rate Swap Transaction

UBS Ref: 777010

AMENDED CONFIRMATION

Dear Sirs.

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Master Agreement or Agreement specified below. This Confirmation amends and replaces the Confirmation in respect of this Transaction dated 26 January 2000

The definitions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between any of the definitions listed above and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA [Auster Agreement dated as of 12 June 1998 as amended and supplemented from time to time (the "Agreement") between you and UBS. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

This Confirmation amends and replaces the Confirmation in respect of this Transaction dated 26 January 2000

The terms of the particular Transaction to which this confirmation relates are as follows:

General Terms

Trade Date: 12 June 1998

Effective Date: 23 June 1998

Termination Date: 23 June 2028

Date of Amendments/

Reconfirmation: 2 October 2001

M

6. Shrowing

Fixed Amounts - UBS

UBS Fixed Rate Payer:

Fixed Rate Payer

EUR 250,000,000 Currency Amount:

Fixed Rate:

5.695 per cent per annum

Fixed Rate Day

30E/360 Count Fraction:

Fixed Rate Payer

23 June each year, from and including 23 June 1999 up to and Payment Dates: including the Termination Date, subject to adjustment in

accordance with the Business Day Convention specified

immediately below

Following Business Day Convention.

Fixed Amounts - Counterparty (subject to Option Provisions below)

Counterparty Fixed Rate Payer:

Fixed Rate Payer

As per the Accretion and Amortisation Schedule below Currency Amount.

As per Counterparty Rate and Day Count Fraction Schedule Fixed Rate:

below.

Fixed Rate Day

As per Counterparty Rate and Day Count F action Schedule Count Fraction.

below.

Counterparty Rate and Day Count Fraction Schedule

Calculation From and Including	Period Up to but Excluding	Fixed Rate	De: Count Fraction
Effective Date	23 December2001	5.390 %	30E/360
23 December 2001	23 June 2008	5.035 %	Actual/360
23 June 20 08	23 June 2018	5.380 %	Actual/360
23 June 2028	23 June 2028	5.380%	Actual/360

Counterparty Fixed

23 December 1998 and 23 February 1999, and then 23 Rate Payer Payment Dates: December and June in each year, from and including 23 June

1999 up to and including the Termination Date, subject to adjustment in accordance with the Business Day Convention

specified immediately below.

Following Business Day Convention:

Accretion and Amortisation Schedule

Period from	Period to	Notional Amount
Effective Date	23-June-2000	EUR 23%,448,150
13 June-2000	23-December-2000	EUR, 234,264,849
3-December-2000	23-June-2001	EUR 234,081,549
23-June-2001	23-December-2001	EUR 20:,898,248
3-December-2001	23-June-2002	EUR 201,714,947
23-June-2002	23-December-2002	EUR 21 (531,646
23-December-2002	23-June-2003	EUR 213,348,345
3-June-2003	23-December-2003	EUR 209,165,04
23-December-2003	23-June-2004	EUR 204,981,743
23-December-2005 23-June-2004	23-December-2004	EUR 209, 798,440
23-December-2004	23-June-2005	EUR 19%,615,14
23-June-2005	23-December-2005	EUR 191,431,84
23-June-2005 23-December-2005	23-June 2006	EUR 185,248,54
23-June-2006	23-December-2006	EUR 184.065.23:
23-1une-2006 23 December-2006	23-June-2007	EUR 179,881,93
23-June 2007	23-December-2007	EUR 175,698,63
23-June 2007 23-December-2007	23-June-2008	EUR. 171,515,33
23-June 2008	23-December-2008	EUR 167,332,03
23-11the 2006 23-December-2008	23 June-2009	EUR 163,148,73
23-December-2008 23-June-2009	23-December-2009	EUR 158,965,43
23-June-2009 23-December 2009	23-June-2010	EUR. 154,782,13
	23-December-2010	EUR 150,598,83
23-June-2010 23-December 2010	23-June-2011	EUR 146,415,53
	23-December-2011	EUR 14.1.232,23
23 June-2011	23-June-2012	FUR 15 .048,92
23-December 2011 23-June-2012	23-December-2012	FUR 13::865.62
23-June-2012 23 December-2012	23-June-2013	EUR 1.19,682,32
	23-December-2013	EUR 125,499,02
23-June-2013 23-December-2013	23-June-2014	EUR 121.315.72
23-December-2013 23-June-2014	23-December-2014	EUR 11/.132.42
	23-June-2015	EUR 117,949,12
23-December-2014	23-December-2015	EUR 108,765,82
23-June-2015	23-June-2016	EUR 105,582,52
23-December-2015	23-December-2016	EUR 100.399,22
23-June-2016	23-June-2017	EUR 96,215,920
23-December-2016	23-December-2017	EUR 92,032.61
23-June-2017	23-June-2018	EUR 87,849,319
23-December-2017	23-December-2018	EUR 83 666,013
23-June-2018	23-June-2019	EUR 79 482,71
23-December-2018	23-December-2019	EUR 75 299,41
23-June-2019	23-June-2020	FUR. (; 116.11:
23-December-2019 23-June-2020	23-December-2020	EUR 66.932.81
	23-June-2021	EUR 62.749,51
23-December-2020	23-December-2021	EUR 58,566,21
23-June-2021	23-June-2022	EUR 54 182,91
23 December-2021	23-5une-2023 23-December-2022	EUR 5- 199,61
23-June-2022	23-June-2023	EUR 40,016,310
23-December 2022 23-June-2023	23-June-2023 23 December-2023	EUR = 1 833,000
23-December-2023	23 June-2024	EUR - 649.70
23-December-2023 23-June-2024	23-December-2024	EUR
23-December-2024	23-June 2025	EUR 29.283,106
	22 2440 2020	=

9.2. quie

23-June-2025	23-December-2025	EUR 25 099,805
23-December-2025	23-June-2026	EUR 26,916,504
23-June-2026	23-December-2026	EUR 36 733,204
23-December-2026	23-June-2027	EUR 32,549,903
23-June-2027	23-December-2027	EUR 8 366,602
23-December-2027	23-June-2028	EUR 4,183,301

Exchanges

Initial Exchange

Counterparty Pays UBS: EUR 248,625,500 on Effective Date

UBS Pays Counterparty: As per Initial Exchange Schedule below

Initial Exchange Schedule:

 UBS Pays Counterparty
 Payment Date

 ITL 241,663,500,000
 23 November 1998

 ITL 241,663,500,000
 23 February 1999

Periodic Exchanges

UBS Pays Counterparty: Nil amount

Counterparty Pays UBS: EUR 4.183.304

Periodic Exchange Payments Dates:

23 June and 23 December in each year commencing 23 December 1998 up to and including the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Final Exchange

UBS Pays Counterparty. EUR 250,000,000 on the later of 23 June 2028 and the Grace
Period Extension Date, unless a Credit Event (as defined

Period Extension Date, unless a Credit Event (as defined below) has occurred in which case the Transaction will be terminated according to the provision set under section "Termination following a Credit Event" and no such payment

will be made.

Calculation Agent: UBS

Business Days: TARGET Days

Governing Law: English

Broker None

ga quesir

^{1.} Derivatives/Daubase/Lazin/Lazin/Odoc

Option Provisions

Effective 23 December 2001, for each Calculation Period, the Counterparty shall pay the Floating Amounts — Counterparty as described below, instead of the flood Amounts — Counterparty if the 6 month Emisbor rate for the relevant Calculation Period exceeds the applicable Top Side Rate as specified in the Top Side Rate Schedule. This shall constitute the Embedded Option.

Top Side Rate Schedule

Calcul	ation Period	
From and including	Up to but excluding	Top Side Rate
23 December 2001	23 June 2008	5.30%
23 June 2008	23 June 2018	5.00%
23 June 2018	23 June 2028	1. 70%

Floating Amounts - Counterparty

Floating Rate Payer:

Counterparty

Floating Rate

Calculation Amount:

As per the Accretion and Amortisation Schedule above

Floating Rate:
Designated Maturity:

EUR-EURIBOR-Telerate

Six months

Spread

Actual/360

Floating Rate Day Count Fraction. Floating Rate Payer

Payment Dates

23 June and 23 December in each year. 1 on and including 23 June 2002 up to and including the commutation Date.

subject to adjustment in accordance with he Business Day

Convention specified below.

Business Day Convention: Modified Following, with the exception that the Business

Day Convention for the Final Floating Rate Payer Payment

Date will be Following.

Security Provisions

On each date identified in the Delivery Schedule below (a "Deposit Date") UBS agrees to deposit an amount of Eligible Securities in an account (A/C No 242760.30) (the "Collateral Account") maintained by Warburg Dillon Read International Limited ("WDRI") with UBS AG. London Branch and, as security for its obligations under this Transaction, to procure that

la.

WDRI create a first ronking charge over the Collateral Securities and Collateral Account in favour of Counterparty pursuant to an agreement (the "Pledge and Security Agreement") to be entered into by UBS, Counterparty and WDRI on or about the date of this Confirmation. The face amount of Eligible Securities to be deposited on each Deposit Date shall be such amount as will result in the face amount balance of Collateral Securities in the Collateral Account equalling the amount shown opposite such Deposit Date in the Delivery Schodule below

"Collateral Securities" means such Eligible Securities as may be held in the Collateral Account from time to time.

"Eligible Securities" means any Euro denominated bond securities issued by an EU sovereign government as detailed in Schedule 1 hereto.

For the avoidance of doubt, "Euro denominated bond securities" shall inclose any bond securities originally denominated in any legacy national currency of the $E_{\rm tot}$.

Upon maturity of any Collateral Securities, WDR shall reinvest the proceeds in the purchase of other Eligible Securities. UBS shall be permitted to substitute any Eligible Securities for Collateral Securities at any time on a delivery versus payment basis.

Delivery Schedule

Deposit Date/Period fr	om Periodito	Amount of Higible Securities
Amendments Date	23-June-2000	EUR 8,400,000
23-June-2000	23-December-2000	EUR 12 500,000
23-December-2000	23-June-2001	EUR 16,700,000
23-June-2001	23-December-2001	EUR 20,900,000
23-December-2001	23-June-2002	EUR 25 100,000
23-June-2002	23-December-2002	EUR 29,300,000
23-December-2002	23-June-2003	EUR 53.500,000
23-June-2003	23-December-2003	EUR 37.600,000
23-December-2003	23-June-2004	EUR 41,800,000
23-June-2004	23-December 2004	EUR. 4ii:.000,000
23-December-2004	23-June-2005	EUR 50.200,000
23-June-2005	23-December-2005	EUR 5100,000
23-December 2005	23-June-2006	EUR 35 (00,000
23-June-2006	23-December-2006	EUR 611.700,000
23-December-2006	23-June 2007	EUR 66.900,000
23-June-2007	23-December-2007	EUR 71,100,000
23-December-2007	23-June-2008	EUR 75 300,000
33-June-2008	23-December-2008	EUR 79 500,000
23-December-2008	23-June-2009	EUR 8 700.000
23-Inne-2009	23-December-2009	EUR *800,000
23-December-2009	23-June-2010	EUR 92,000,000
23-June 2010	23-December-2010	EUR 96 .100,000
23-December-2010	23-June-2011	EUR 100,400,000
23-June-2011	23-December-2011	EUR 104,500,000
23-December-2011	23-June-2012	EUR (68,300,000
23 June-2012	23-December-2012	EUR 111,900,000
23-December-2012	23-June-2013	EUR 1: ,100,000
23 June-2013	23-December-2013	EUR 1 11 (00,000 C
23-December-2013	23-June-2014	EUR 125,500,000 2
23-June-2014	23-December 2014	EUR 129,700,000

رز مرز میں آفاد

Additional Termination Events

The occurrence of a Credit Event (as defined below) on or prior to the Termination Date shall constitute an Additional Termination Event in respect of this Transaction only with Counterparty as the sole Affected Party.

Credit Events:

Bankruptcy
Failure to Pay
Obligation Default
Repudiation/Moratorium

Restructuring

30 days

Grace Period Extension: Applicable

Grace Period

.

Reference Entity The issuers of the Collateral Securities held in the Collateral

Account or their Successors

Obligation Category: Bond or Loan

Obligation Characteristics: Pari Passu Ranking

Payment Requirement: EUR 1,000,000

Default Requirement: EUR 10,000,000

M. Region

Termination following a Credit Event

The Calculation Agent shall notify the parties within 14 days following the occurrence of a Credit Event. On the date of such notification (the "Notification Date"), this Transaction shall be terminated and all the Collateral Securities (after deducting a face around of Collateral Securities in respect of which amount MVCS equals RVO) shall be delivered to Counterparty not after than ten Business Days following the Notification Date. Following such delivery the parties shall have no further obligations to each other in respect of this Transaction, save as provided below or in respect of any payment obligations which have accrued but remain unpaid as a this time of the Credit Event.

where:

"MVCS" in respect of each Eligible Security held in the Collateral Account, is the result of the multiplication of (i) the face amount of that Eligible Security (or, where relevant, the Euro equivalent thereof), times (ii) PCS (as defined below) of that security.

"RVO" is the mark to market value of the Embedded Option described in "Option Provisions" above (as determined by the Calculation Agent), calculated as accordance with the Market Quotation definition in the Agreement.

"PCS" is the market price (expressed as a percentage) of an Eligible Security

If RVO exceeds the sum of MVCS in respect of all the Collateral Securities, Counterparty shall pay to UBS an amount in each equal to such excess: (RVO - Collaboration of the Col

All calculations and determinations made by the Calculation Agent shall be binding in the absence of manifest error.

Termination following Event of Default or Termination Event

Following an Event of Default or a Termination Event affecting this Transaction (other than a Credit Event), this Transaction shall be terminated and closed out in accordance with Section 6 of the Agreement. The amount that is calculated as payable in accordance with Section 6(e) of the Agreement in respect of this Transaction (the "Transaction Close Out Amount") shall be determined by the appropriate party.

Following such determination:

- (a) If the Transaction Close Out Amount is an amount owing to Counterporty, an amount of Collateral Securities with a market value equal to the Transaction Close Out Amount shall be delivered from the Collateral Account to Counterparty. If the market value of Collateral Securities in the Collateral Account is less than the Transaction Close Out Amount, all of the Collateral Securities shall be delivered from the Collateral Account to Counterparty and the excess shall be paid in cash by UBS to Counterparty. If the market value of Collateral Securities, in the Collateral Account is greater than the Termination Close Out Amount, the excess Collateral Securities shall be delivered to the order of UBS and released by Counterparty from the security created under the Pledge and Security Agreement.
- (b) If the Transaction Close Out Amount is an amount owing to UBS such amount shall be paid in cash by Counterparty to UBS and the Collateral Securities in the Collateral



Account shall be delivered to the order of UBS and released by Counterparty from the security created under the Pledge and Security Agreement.

Relationship Between Parties

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of a written Agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):

- to) Non-Reliance. Each party is acting for its own account, and has made its own independent decisions to enter into this Transaction and this such Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. Each party is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; the being understood that information and explanation relating to the terms and conditions of this Transaction. So communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (b) Assessment and Understanding. Each party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the teams, conditions and risks of this Transaction. Each party is also capable of assuming and assumes, the risks of this Transaction.
- (c) Status of the Parties. Neither party is acting as a fiduciary for or as an adviser to the other in respect of this Transaction.

References in this clause to "a party" shall, in the case of UBS AG and where the context so allows, include references to any affiliate of UBS AG.

Account Details

To be advised

Contact names at UBS

Rate Fixings:	Trade Processing:		
Payments:	Payment Investigations:		
Confirmation Queries:	Confirmation Control:		
ISDA Documentation:	Credit Risk Management:		

nent Investigations: (44) 207 568 7026 / 568 9304 itmation Control: (41) 207 567 4137 it Risk Management: (44) 207 568 9615

Fax No: (44) 207 567 2685/2990

Address: UBS AG 100 Liverpool Street Londop EC2M 2RH



(44) 207 568 1785

P.a ginosis

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter or facisital substantially similar to this letter, which letter or facisital sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms or by sending to us a return letter or facisitals in the form attached.

Yours faithfully For and on Behalf of UBS AG, London Branch

By:

Name:

Title:

Title:

Daniel Regan Authorised Signatory Derivative Operations By.

Name : Title: A Comment

Clive Ansell
Associate Director
Derivative Operations

Acknowledged and agreed by The Region of Lazio as of the Trade Date specified above:

Name. Wirettore

Whiteitere Name Doit. Guido Magrini Title:

LBS Warburg is a business group of UBS AG UBS AG is a member of the London Stock Exchange and is regulated in the UK by the Securities and Futures Authority. Representatives of (IBSWL.

Ju .

Par Phisis

Schedule 1

List of EU Sovereigns

Austria Belgium Dermark Finland France Germany Greece Holland Italy Luxembourg Portugal Spain Sweden UK

