

PRICING SUPPLEMENT

Series No: 144

Tranche No: 1

EUROFIMA

European Company for the Financing of Railroad Rolling Stock ("EUROFIMA")
Programme for the Issuance of Debt Instruments

Issue of

USD 1,000,000,000 5.25 per cent. Instruments due 7 April 2016
(the "Instruments")

This Pricing Supplement contains the final terms relating to the Tranche of Instruments referred to above.

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

Issuer:	EUROFIMA.
Joint Lead Managers:	Barclays Bank plc Goldman Sachs International
Co-Lead Managers:	Credit Suisse Securities (Europe) Limited Daiwa Securities SMBC Europe Limited Deutsche Bank AG, London Branch Royal Bank of Canada Europe Limited UBS Limited
Status:	Unsecured and unsubordinated.
Currency:	United States Dollar ("USD").
Aggregate Principal Amount of Tranche:	USD 1,000,000,000.
Issue Date:	7 April 2006.
Issue Price:	99.453 per cent. of the principal amount of the Tranche of Instruments.
Commissions Payable:	A combined management and underwriting commission of 0.15 per cent. of the principal amount of the Tranche of Instruments.
Net Proceeds:	USD 993,030,000 (less agreed expenses)
Form of Instruments:	Bearer.
	Condition 1.02 will apply. The Instruments will

initially be represented by a Temporary Global Instrument without Coupons attached which will be deposited with Citibank N.A., London branch, in its capacity as common depositary for Clearstream Banking, societe anonyme, and Euroclear on or about 7 April 2006. Interests in the Temporary Global Instrument will be exchangeable for interests in a Permanent Global Instrument without Coupons on or after the date which is forty days after the Issue Date, upon certification as to non-U.S. beneficial ownership.

Definitive Instruments will not be printed (other than in the limited circumstances set out in the Permanent Global Instrument, and if so required, Definitive Instruments will be printed in denominations of USD 2,000 and USD 3,000).

Denomination(s): USD 2,000 (provided however that for so long as the Instruments are represented by a Global Instrument and Euroclear and Clearstream, Luxembourg so permit, the Instruments shall be tradeable in minimum nominal amounts of USD 2,000 and integral multiples of USD 1,000 thereabove).

Interest: Interest-bearing at a Fixed Rate of 5.25 per cent. per annum, payable annually in arrear on 7 April in each year, commencing on 7 April 2007, subject to adjustment (for payment purposes only and not with respect to interest accrual) in accordance with the Following Business Day Convention. Condition 5A is applicable.

A Day Count Fraction of 30/360 is applicable.

Default Interest: Not applicable.

Maturity: 7 April 2016.

Maturity Redemption Amount: Principal amount of the Tranche of Instruments.

Early Tax Redemption Amount: Principal amount of the Tranche of Instruments.

Optional Early Redemption (Call): Not applicable.

Optional Early Redemption (Put): Not applicable.

Event of Default: As described in the terms and conditions annexed hereto.

Business Day:	A day on which commercial banks are open for business and foreign exchange markets settle payments in London and New York.
Relevant Financial Centre:	London and New York.
Relevant Financial Centre Day:	A day on which commercial banks are open for business and foreign exchange markets settle payments in London and New York.
Local Banking Day:	A day (other than a Saturday or a Sunday) on which commercial banks are open for business in the place of presentation of the relevant Instrument or, as the case may be, Coupon.
Replacement of Instruments:	As described in the terms and conditions annexed hereto.
Notices:	As described in the terms and conditions annexed hereto.
Listing:	The Official List of the UKLA and trading on the London Stock Exchange. Listing is expected to be effective on 7 April 2006.
Stabilisation:	In connection with the issue of the Instruments, Goldman Sachs International and/or Barclays Bank plc may over allot the Instruments (provided that the aggregate principal amount of Instruments allotted does not exceed 105 per cent. of the aggregate principal amount of the Tranche of Instruments) or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, there is no assurance that Goldman Sachs International and/or Barclays Bank plc will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Tranche of Instruments is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the Tranche of Instruments.
ISIN:	XS0250240875
Common Code:	025024087

Common Depositary: Citibank, N.A.

Any Clearing System other than Euroclear and Clearstream, Luxembourg: Not applicable.

Settlement Procedures: Customary syndicated medium term note settlement and payment procedures apply.

Governing Law and Jurisdiction: English law.

Other Relevant Terms and Conditions: The terms and conditions annexed hereto.

Selling Restrictions: **United States of America:** The Instruments have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.

Each Manager has represented and agreed that it will offer and sell Instruments (i) as part of their distribution at any time and (ii) otherwise until forty days after the completion of the distribution of the Tranche of which such Instruments are a part, as determined and certified to the Fiscal Agent or EUROFIMA by each Manager (and the Fiscal Agent or EUROFIMA shall notify each Manager when all Managers have so certified), only in accordance with Rule 903 of Regulation S or Rule 144A under the Securities Act. Accordingly, neither the Managers, their affiliates (if any) nor any persons acting on their behalf have engaged or will engage in any directed selling efforts with respect to Instruments, and the Managers, their affiliates (if any) and any person acting on their behalf have complied and will comply with the offering restrictions requirements of Regulation S. Each Manager has agreed that, at or prior to confirmation of sale of Instruments (other than sale of Instruments pursuant to Rule 144A), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Instruments from it or through it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Instruments covered hereby have not been

registered under the United States Securities Act of 1933 as amended (the "Securities Act") and may not be offered and sold within the United States or to or for the account or benefit of U.S. persons (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the series of Instruments of which such Instruments are a part, as determined and certified by [Names of Managers], except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meaning given to them by Regulation S."

Terms used in the above paragraph have the meanings given to them by Regulation S.

In addition, each Manager has represented and agreed that:

(i) except to the extent permitted under U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D) (the "D Rules"), (i) it has not offered or sold, and during the restricted period will not offer or sell, Instruments in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) such Manager has not delivered and will not deliver within the United States or its possessions definitive Instruments in bearer form that are sold during the restricted period;

(ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Instruments in bearer form are aware that such Instruments may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

(iii) if such Manager is a United States person, it represents that it is acquiring the Instruments in bearer form for purposes of resale in connection with their original issuance and, if such Manager retains Instruments in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D)(6); and

(iv) with respect to each affiliate (if any) that acquires from such Manager Instruments in bearer form for the purposes of offering or selling such Instruments during the restricted period, such Manager either (A) will represent and agree on behalf of such affiliate (if any) to the effect set forth in sub-paragraphs (i), (ii) and (iii) of this paragraph or (B) will agree that it will obtain from such affiliate (if any) for the benefit of EUROFIMA the representations and agreements contained in sub-paragraphs (i), (ii) and (iii) of this paragraph.

Terms used in the above paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and Regulations thereunder, including the D Rules.

Each Manager (and the Fiscal Agent or EUROFIMA shall notify each Manager when all Managers have certified as provided in this paragraph) who has purchased this Tranche of Instruments shall determine and certify to the Fiscal Agent or EUROFIMA the completion of the distribution of such Tranche as aforesaid. In order to facilitate compliance by each Manager with the foregoing, EUROFIMA has agreed that, prior to such certification with respect to such Tranche, it will notify each Manager in writing of each acceptance by EUROFIMA of an offer to purchase and of any issuance of, Instruments or other debt obligations of EUROFIMA which are denominated in the same currency or composite currency and which have substantially the same interest rate and maturity date as the Instruments of such Tranche.

Each Manager has agreed that it has not entered and will not enter into any contractual arrangements with respect to the distribution or delivery of Instruments except with its affiliates (if any) or with the prior written consent of EUROFIMA.

United Kingdom: Each Manager has represented and agreed that:

1.1 Financial promotion: it has only communicated or caused to be communicated and

will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which section 21(1) of the FSMA does not apply to EUROFIMA; and

1.2 General compliance: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

Switzerland: Each Manager has represented and agreed that it has not offered for subscription and that it will not offer for subscription any Instruments denominated in any currency in Switzerland.

Japan: Each Manager has agreed that the Instruments have not been and will not be registered under the Securities and Exchange Law of Japan (the "Securities and Exchange Law of Japan") and, accordingly, will undertake that it will not offer or sell any Instruments, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for reoffering or resale, directly or indirectly in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese government and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

General: Each Manager has acknowledged that no action has been or will be taken in any jurisdiction by EUROFIMA that would permit a public offering of Instruments, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Each Manager has agreed that it will (to the best of its knowledge) comply with all

applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Instruments or has in its possession or distributes such offering material, in all cases at its own expense.

Rule 144A Eligible:

No.

LISTING APPLICATION

This Pricing Supplement comprises the final terms required for the Instruments described herein to be admitted to the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange pursuant to the U.S.\$15,000,000,000 Programme for the Issuance of Debt Instruments of EUROFIMA.

RESPONSIBILITY

EUROFIMA accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of EUROFIMA:

By: