

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 35)*

TUBOS DE ACERO DE MEXICO S.A.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

898592506

(CUSIP Number)

Mr. Fernando R. Mantilla
Av. Leandro N. Alem 1067, 27th Floor, 1001 - Buenos Aires, Argentina
(54-11) 4018-2245

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

December 20, 2002

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of subsection 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [] .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

ROBERTO ROCCA

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ITALY

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

OWNED BY EACH

9 SOLE DISPOSITIVE POWER

REPORTING

NONE

PERSON

10 SHARED DISPOSITIVE POWER

WITH

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

324,064,223

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (See Instructions)

NOT APPLICABLE

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

94.50%

14 TYPE OF REPORTING PERSON (See Instructions)

IN

1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

SIDERCA Sociedad Anonima Industrial y Comercial

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ARGENTINA

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

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9 SOLE DISPOSITIVE POWER

REPORTING

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PERSON

10 SHARED DISPOSITIVE POWER

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14 TYPE OF REPORTING PERSON (See Instructions)

CO

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(ENTITIES ONLY)

SIDERCA INTERNATIONAL ApS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DENMARK

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

8 SHARED VOTING POWER

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BENEFICIALLY

OWNED BY EACH

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REPORTING

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PERSON

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14 TYPE OF REPORTING PERSON (See Instructions)

CO

1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

ROCCA & PARTNERS Sociedad Anonima

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

BRITISH VIRGIN ISLANDS

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

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REPORTING

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PERSON

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14 TYPE OF REPORTING PERSON (See Instructions)

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1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

SAN FAUSTIN N.V.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NETHERLANDS ANTILLES

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

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REPORTING

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14 TYPE OF REPORTING PERSON (See Instructions)

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1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

SIDERTUBES S.A.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

[]

6 CITIZENSHIP OR PLACE OF ORGANIZATION

LUXEMBOURG

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

OWNED BY EACH

9 SOLE DISPOSITIVE POWER

REPORTING

NONE

PERSON

10 SHARED DISPOSITIVE POWER

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324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

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CERTAIN SHARES (See Instructions)

[]

NOT APPLICABLE

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

94.50%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

I.I.I. INDUSTRIAL INVESTMENTS INC.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

[]

6 CITIZENSHIP OR PLACE OF ORGANIZATION

BRITISH VIRGIN ISLANDS

7 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

OWNED BY EACH

9 SOLE DISPOSITIVE POWER

REPORTING

NONE

PERSON

10 SHARED DISPOSITIVE POWER

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324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

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CERTAIN SHARES (See Instructions)

[]

NOT APPLICABLE

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

94.50%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

15 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

TENARIS S.A.

16 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a) []
(b) []

17 SEC USE ONLY

18 SOURCE OF FUNDS (See Instructions)

00

19 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

[]

20 CITIZENSHIP OR PLACE OF ORGANIZATION

LUXEMBOURG

21 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

22 SHARED VOTING POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

BENEFICIALLY

OWNED BY EACH

23 SOLE DISPOSITIVE POWER

REPORTING

NONE

PERSON

24 SHARED DISPOSITIVE POWER

WITH

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

25 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

324,064,223

26 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (See Instructions)

[]

NOT APPLICABLE

27 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

94.50%

28 TYPE OF REPORTING PERSON (See Instructions)

CO

29 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

INVERTUB S.A.

30 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a) []
(b) []

31 SEC USE ONLY

32 SOURCE OF FUNDS (See Instructions)

00

33 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

[]

34 CITIZENSHIP OR PLACE OF ORGANIZATION

ARGENTINA

35 SOLE VOTING POWER

NUMBER OF

NONE

SHARES

BENEFICIALLY

36

SHARED VOTING POWER

OWNED BY EACH

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

REPORTING

37

SOLE DISPOSITIVE POWER

PERSON

NONE

WITH

38

SHARED DISPOSITIVE POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

39 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

324,064,223

40 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (See Instructions)

[]

NOT APPLICABLE

41 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

94.50%

42 TYPE OF REPORTING PERSON (See Instructions)

CO

43 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

SIDTAM LIMITED

44 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a) []
(b) []

45 SEC USE ONLY

46 SOURCE OF FUNDS (See Instructions)

00

47 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

[]

48 CITIZENSHIP OR PLACE OF ORGANIZATION

BRITISH VIRGIN ISLANDS

49 SOLE VOTING POWER
NUMBER OF

NONE

SHARES
BENEFICIALLY

50 SHARED VOTING POWER

OWNED BY EACH

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

REPORTING
PERSON

51 SOLE DISPOSITIVE POWER

NONE

WITH

52 SHARED DISPOSITIVE POWER

324,064,223 Shares of TAMSA Common Stock (1 ADR=5 shares)

53 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

324,064,223

54 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (See Instructions)

[]

NOT APPLICABLE

55 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

94.50%

56 TYPE OF REPORTING PERSON (See Instructions)

CO

AMENDMENT NO. 35 TO SCHEDULE 13D

This Amendment No. 35 amends the Statement on Schedule 13D originally filed on September 24, 1992, as amended and restated as of November 11, 2002 ("Schedule 13D"), on behalf of Roberto Rocca, Siderca Sociedad Anonima, Industrial y Comercial ("Siderca SAIC"), and Siderca International ApS ("Siderca ApS"), together with Rocca & Partners S.A. ("Rocca & Partners"), San Faustin N.V. ("San Faustin"), Sidertubes S.A. ("Sidertubes"), I.I.I. Industrial Investments Inc. ("III BVI"), Tenaris S.A. ("Tenaris"), Invertub Sociedad Anonima ("Invertub") and Sidtam Limited ("Sidtam") (collectively, "Reporting Persons"), relating to the common shares, without par value (the "TAMSA Shares"), of Tubos de Acero de Mexico S.A., a Mexican company ("TAMSA").

Item 2. Identity and Background

No changes except the following:

On December 14, 2002, the shareholders' meeting of Tenaris accepted the resignation of the current directors of Tenaris and appointed new directors who will take office during January 2003. Reference is made to the press release issued by Tenaris on December 16, 2002, announcing the composition of its new board of directors. An updated list of the directors of Tenaris and the information required by subparagraphs (a) through (c) and subparagraph (f) of Item 2 of Schedule 13D, as such information pertains to the directors of Tenaris, is set forth on Schedule A and is hereby incorporated herein by reference. To the best knowledge of the Reporting Persons, none of the directors of Tenaris has during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds and Other Consideration

The acquisition of TAMSA Shares by Tenaris, as reported in this Amendment No. 35, was made pursuant to an offer by Tenaris to exchange its ordinary shares and ADSs for Class A ordinary shares and ADSs of Siderca SAIC, shares and ADSs of TAMSA and ordinary shares of Dalmine S.p.A (the "Exchange Offer"), through which Tenaris acquired a total of 146,300,208 TAMSA Shares, 117,322,251 of which are in the form of American Depositary Shares ("ADSs"). Pursuant to a corporate reorganization agreement entered into between Tenaris and Sidertubes on September 13, 2002, upon settlement of the Exchange Offer on December 17, 2002, Sidertubes satisfied Tenaris's obligation to deliver Tenaris shares pursuant to the Exchange Offer to those shareholders whose shares were accepted for exchange. On December 20, 2002, Sidertubes contributed all its assets and liabilities (consisting of its remaining 260,793,483 Tenaris shares and a credit arising

from Sidertubes' delivery of 449,953,607 Tenaris shares to tendering shareholders) to Tenaris in exchange for 710,747,090 newly-issued Tenaris shares.

Item 4. Purpose of the Transaction

As reported in Amendment No. 34 to the Schedule 13D, on November 11, 2002, Tenaris announced the commencement of the Exchange Offer. Reference is now made to the press release issued by Tenaris on December 16, 2002, announcing the results of the Exchange Offer and to the press release issued by TAMSAs on December 16, 2002, announcing the number of TAMSAs Shares held by the public after completion of the Exchange Offer. Upon settlement of the Exchange Offer on December 17, 2002, 94.50% of TAMSAs Shares were held, directly or indirectly, by Tenaris. The remaining 5.50% of TAMSAs Shares (of which 94.90% in the form of ADSs, representing 3,581,517 ADSs) continue to be held by the public. Although TAMSAs would continue to meet the listing requirements of the American Stock Exchange and the Mexican Stock Exchange following settlement of the Exchange Offer, in accordance with Mexican law, Tenaris is entitled, and may also be required, to make further offers to the investors that did not exchange their shares, which may ultimately lead to the delisting of the TAMSAs Shares. In its December 16, 2002 press release, Tenaris has announced that it intends to commence the necessary proceedings to that end shortly.

As discussed in Item 3, pursuant to a corporate reorganization agreement entered into between Tenaris and Sidertubes on September 13, 2002, upon settlement of the Exchange Offer on December 17, 2002, Sidertubes satisfied Tenaris's obligation to deliver Tenaris shares pursuant to the Exchange Offer to those shareholders whose shares were accepted for exchange. On December 20, 2002, Sidertubes contributed all its assets and liabilities (consisting of its remaining 260,793,483 Tenaris shares and a credit arising from Sidertubes' delivery of 449,953,607 Tenaris shares to tendering shareholders) to Tenaris in exchange for 710,747,090 newly-issued Tenaris shares.

Item 5. Interest in Securities of the Issuer

No changes except the following:

(a) Through the Exchange Offer, Tenaris acquired direct ownership of 146,300,208 TAMSAs Shares, so that, as of the date of this Amendment No. 35 to the Schedule 13D, Tenaris directly held a total of 170,113,323 TAMSAs Shares, or approximately 49.61%, Siderca ApS directly held 140,600,900 TAMSAs Shares, or approximately 41%, and Sidtam directly held 9,700,000 TAMSAs Shares, or approximately 2.83%, of TAMSAs's total outstanding capital stock. In addition, Tamsider S.A. de C.V., a Mexican company and a subsidiary of TAMSAs, directly held 3,650,000 TAMSAs Shares, or approximately 1.06% of TAMSAs's total outstanding capital stock. As a result, each of the Reporting Persons is a beneficial owner, for the purposes of Rule 13d-3 under the Exchange Act of

1934, of 324,064,223 TAMSA Shares, corresponding to 94.50% of TAMSA's outstanding share capital.

Item 7. Material to be Filed as Exhibits

The press release of Tenaris, dated December 16, 2002, announcing the results of the Exchange Offer, is filed as an exhibit hereto.

The press release of Tenaris, dated December 16, 2002, announcing the new composition of the board of directors of Tenaris, is filed as an exhibit hereto.

The press release of TAMSA, dated December 16, 2002, announcing the number of TAMSA Shares held by the public after completion of the Exchange Offer, is filed as an exhibit hereto.

The corporate reorganization agreement, dated September 13, 2002, between Sidertubes S.A. and Tenaris S.A., is filed as an exhibit hereto.

Powers of attorney for Tenaris S.A., I.I.I. Industrial Investments Inc. and Invertub S.A. are incorporated by reference into this Amendment to the ones filed as exhibits to Amendment No. 34 to the Schedule 13D. Powers of attorney for each of the other Reporting Persons are incorporated by reference into this Amendment to the ones filed as exhibits to Amendment No. 23 to the Schedule 13D of Siderca ApS.

The written agreement of the Reporting Persons related to the filing of this Schedule 13D as required by Rule 13d-k(1)(iii) is included in the signature pages hereto and is hereby filed as an exhibit hereto.

SCHEDULE A

TENARIS S.A.

DIRECTORS	BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION	CITIZENSHIP
Roberto Bonatti	Av. Leandro Alem 1067, Buenos Aires - Argentina	President of San Faustin N.V. and Tepetrol S.A. and a director of Siderca	Italian
Carlos Franck	Av. Leandro Alem 1067, Buenos Aires Argentina	President of Santa Maria S.A.I.F. and a director of Siderca	Argentine
Pedro Pablo Kuczynski	2665 South Bay Shore Drive, Suite 1101 Coconut Grove Miami, Florida-33133 USA	President and Chief Executive Officer, Latin America Enterprise Fund, USA	Peruvian
Bruno Marchettini	Av. Leandro Alem 1067, Buenos Aires - Argentina	Executive Vice President of Siderar S.A. and a director of Siderca	Italian
Gianfelice Mario Rocca	Av. Leandro Alem 1067, Buenos Aires - Argentina	Chairman of San Faustin N.V. and a director of Dalmine, Siderca and Tamsa	Italian
Paolo Rocca	Av. Leandro Alem 1067, Buenos Aires - Argentina	Chief Executive Officer of Tenaris	Italian
Roberto Rocca Honorary Chairman	Av. Leandro Alem 1067, Buenos Aires - Argentina	Honorary Chairman of San Faustin N.V., President of Dalmine and President of Siderca	Italian
Jaime Serra Puche	Pro1. Paseo de la Reforma 600, Desp. 103 01210-Mexico D.F.	A director of Tamsa and a partner in S.A.I. Consultores S.C., Mexico	Mexican

Amadeo Vazquez y Vazquez	Austria 2670-3(0)piso, (1425) Buenos Aires - Argentina	President of Telecom Argentina, a director of Siderca, a director of BBVA Banco Frances S.A., a member of the board of the Buenos Aires stock exchange and Vicepresident of the Fundacion Mediterranea	Argentine
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Guillermo F. Vogel	Edificio Parque Reforma, Campos Eliseos 400, 11560 Mexico, D.F., Mexico	Vice Chairman of Tamsa	Mexican
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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by ROBERTO ROCCA to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

[LETTERHEAD OF ROCCA & PARTNERS, S.A.]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by ROCCA & PARTNERS S.A. to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

[LETTERHEAD OF SAN FAUSTIN N.V.]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by SAN FAUSTIN N.V. to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

[LETTERHEAD OF SIDERCA SOCIEDAD ANONIMA INDUSTRIAL Y COMERCIAL]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by SIDERCA Sociedad Anonima Industrial y Comercial to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by SIDERCA INTERNATIONAL ApS to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

[LETTERHEAD OF SIDERTUBES S.A.]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by SIDERTUBES S.A. to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

III. INDUSTRIAL INVESTMENTS INC.
BRITISH VIRGIN ISLANDS

[LETTERHEAD OF I.I.I. INDUSTRIAL INVESTMENTS INC.]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by I.I.I. INDUSTRIAL INVESTMENTS Inc. to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., TENARIS S.A., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

TENARIS S.A.
Societe Anonyme
23, Avenue Monterey
L 2086 Luxembourg

[LETTERHEAD OF TENARIS S.A.]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by TENARIS S.A. to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., INVERTUB Sociedad Anonima, and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

INVERTUB S.A.

[LETTERHEAD OF INVERTUB SOCIEDAD ANONIMA]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by INVERTUB Sociedad Anonima to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., and SIDTAM LIMITED.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

[LETTERHEAD OF SIDTAM LIMITED]

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I, Fernando Mantilla, attorney duly authorized by SIDTAM LIMITED to sign this statement, certify that the information set forth in this Schedule 13D is true, complete and correct.

Pursuant to Rule 13d- 1 (f) (1), the undersigned joins in the filing of this Schedule 13D on his own behalf and on behalf of ROBERTO ROCCA, ROCCA & PARTNERS S.A., SAN FAUSTIN N.V., SIDERCA Sociedad Anonima Industrial y Comercial, SIDERCA INTERNATIONAL ApS, SIDERTUBES S.A., I.I.I. INDUSTRIAL INVESTMENTS Inc., TENARIS S.A., and INVERTUB Sociedad Anonima.

December 20, 2002

/s/ Fernando Mantilla

Fernando Mantilla
Attorney-in-fact

EXHIBIT INDEX:

- 99.1 Press release of Tenaris, dated December 16, 2002, announcing the results of the Exchange Offer.
- 99.2 Press release of Tenaris, dated December 16, 2002, announcing the new composition of the board of directors of Tenaris.
- 99.3 Press release of TAMSA, dated December 16, 2002, announcing the number of TAMSA Shares held by the public after completion of the Exchange Offer.
- 99.4 Corporate reorganization agreement, dated September 13, 2002, between Sidertubes S.A. and Tenaris S.A.
- 99.5 Powers of attorney (incorporated by reference to Amendments No. 23 and 34 to the Schedule 13D)
- 99.6 Written agreement of the Reporting Persons (included in signature pages)

[GRAPHIC]

TENARIS ANNOUNCES SUCCESSFUL CONCLUSION OF ITS EXCHANGE OFFER

Luxembourg, December 16, 2002 - Tenaris S.A. ("Tenaris"), announced today that its offer to exchange its ordinary shares and ADSs for shares and ADSs of Siderca S.A.I.C. (MERVAL: ERCA and NYSE: SDT) ("Siderca"), shares and ADSs of Tubos de Acero de Mexico S.A. (BMV: TAMSA and AMEX: TAM) ("Tamsa") and shares of Dalmine S.p.A (MTA: D) ("Dalmine") was concluded successfully on December 13, 2002, and that trading is expected to begin this morning in its ordinary shares on the Buenos Aires and Mexican stock exchanges and in its ADSs on the New York Stock Exchange under the symbol TS. Trading in its ordinary shares on the Mercato Telematico Azionario in Italy is expected to begin as from tomorrow.

As a result of the transaction, Tenaris will hold 99.11% of the capital stock of Siderca, 94.50% of the capital stock of Tamsa and 88.41% of the capital stock of Dalmine. Tenaris has accepted all the shares and ADSs tendered, having exercised its right to waive the previously established threshold applicable to the Dalmine shares.

Accordingly, Tenaris will have a total of 1,160,700,793 shares issued and outstanding, with 61.23% held by Sidertubes S.A., a Techint group company, and 38.77% held by the public.

As a result of Tenaris's new ownership level in Siderca and Tamsa, in accordance with Argentine and Mexican laws, Tenaris is entitled, and may also be required, to make further offers to the investors that did not exchange their shares, which may ultimately lead to the delisting of the shares of Siderca and Tamsa. Tenaris intends to commence the necessary proceedings to that end shortly. Similarly, Tenaris has committed with Borsa Italiana to take steps aimed at causing the delisting of Dalmine within the next 12 months.

Tenaris, a corporation organized in Luxembourg, is a leading manufacturer and supplier of seamless steel pipe products and associated services to the oil and gas, energy and other industries. Tenaris's operating subsidiaries include eight established steel pipe manufacturers: AlgomaTubes, Confab, Dalmine, NKKTubes, Siat, Siderca, Tamsa and Tavsa.

Tenaris wishes to thank all those shareholders of Siderca, Tamsa and Dalmine who elected to participate in the exchange offer for their confidence in Tenaris.

More information about Tenaris is available at www.tenaris.com. Information on or accessible through this website is not part of this press release.

THIS COMMUNICATION IS NEITHER AN OFFER TO PURCHASE NOR A SOLICITATION OF AN OFFER TO SELL SHARES OR ADSS. THE EXCHANGE OFFER WAS MADE IN ARGENTINA, ITALY, MEXICO AND THE UNITED STATES SOLELY BY THE PROSPECTUSES DATED NOVEMBER 7, 13, 11 AND 8, 2002, RESPECTIVELY, AND THE RELATED FORMS OF ACCEPTANCE AND ADS LETTERS OF TRANSMITTAL AND WAS NOT MADE TO, NOR WERE TENDERS ACCEPTED FROM OR ON BEHALF OF, HOLDERS OF SHARES OR ADSS IN ANY JURISDICTION IN WHICH THE MAKING OF THE EXCHANGE OFFER OR ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

[GRAPHIC]

Tenaris Announces its New Board of Directors

Luxembourg, December 16, 2002 - Tenaris S.A. ("Tenaris" or the "Company"), following expiration of its offer to exchange its ordinary shares and ADSs for shares and ADSs of Siderca S.A.I.C. ("Siderca"), shares and ADSs of Tubos de Acero de Mexico S.A. ("Tamsa") and shares of Dalmine S.p.A. ("Dalmine"), announced today that, consistent with the terms of the prospectuses and other exchange offer documents, a Company's shareholders' meeting accepted the resignation of the current directors of the Company and appointed the following persons as new members of the board of directors of Tenaris:

- o Roberto Bonatti, born in 1949, President of San Faustin N.V. and Tecpetrol S.A. and a director of Siderca.
- o Carlos Franck, born in 1950, President of Santa Maria S.A. and a director of Siderca.
- o Pedro Pablo Kuczynski, born in 1938, President and Chief Executive Officer, Latin America Enterprise Fund, USA.
- o Bruno Marchettini, born in 1941, Executive Vice President of Siderar S.A. and a director of Siderca.
- o Gianfelice Mario Rocca, born in 1948, Chairman of San Faustin N.V. and a director of Dalmine, Siderca and Tamsa.
- o Paolo Rocca, born in 1952, Vice President of San Faustin N.V., Executive Vice President of Dalmine and Siderca and Chairman of Tamsa.
- o Roberto Rocca, born in 1922, Honorary Chairman of San Faustin N.V., President of Dalmine and President of Siderca.
- o Jaime Serra Puche, born in 1951, a director of Tamsa and a partner in S.A.I. Consultores S.C., Mexico.
- o Amadeo Vazquez y Vazquez, born in 1942, president of Telecom Argentina, director of Siderca, director of BBVA Banco Frances S.A., member of the board of the Buenos Aires stock exchange (Bolsa de Comercio de Buenos Aires) and Vicepresident of the Fundacion Mediterranea.
- o Guillermo F. Vogel, born in 1950, Vice Chairman of Tamsa.

The new board of directors of Tenaris will take office during January 2003.

Tenaris, a corporation organized in Luxembourg, is a leading manufacturer and supplier of seamless steel pipe products and associated services to the oil and gas, energy and other industries. Tenaris's operating subsidiaries include eight established steel pipe manufacturers: AlgomaTubes, Confab, Dalmine, NKKTubes, Siat, Siderca, Tamsa and Tavsa.

More information about Tenaris is available at www.tenaris.com. Information on or accessible through this website is not part of this press release.

THIS COMMUNICATION IS NEITHER AN OFFER TO PURCHASE NOR A SOLICITATION OF AN OFFER TO SELL SHARES OR ADSS. THE EXCHANGE OFFER WAS MADE IN THE ARGENTINA, ITALY, MEXICO AND THE UNITED STATES SOLELY

BY THE PROSPECTUSES DATED NOVEMBER 7, 13, 11, 8, 2002, RESPECTIVELY, AND THE RELATED FORMS OF ACCEPTANCE AND ADS LETTERS OF TRANSMITTAL AND WAS NOT MADE TO, NOR WERE TENDERS ACCEPTED FROM OR ON BEHALF OF, HOLDERS OF SHARES OR ADSS IN ANY JURISDICTION IN WHICH THE MAKING OF THE EXCHANGE OFFER OR ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

[GRAPHIC]

FOR IMMEDIATE RELEASE

Gerardo Varela/Jose Ramon Calderon
Tamsa
011-52-55-5282-9913
www.tamsa.com.mx

Cesar Villavicencio
Citigate Financial Intelligence
(212) 688-6840 / (212) 419-8305

MEXICO CITY (December 16, 2002) - Tubos de Acero de Mexico, S.A. (AMEX: TAM) ("Tamsa") announces number of shares and ADSs held by the public after completion of the Tenaris Exchange Offer.

Upon settlement of the offer by Tenaris S.A. ("Tenaris") to exchange its shares and ADSs for shares and ADSs of Tamsa, shares and ADSs of Siderca S.A.I.C. and shares of Dalmine S.p.A, 94.50% of the shares issued and outstanding of Tamsa will be held, directly or indirectly, by Tenaris. The remaining 5.50% of Tamsa's shares (of which 98.11% are in ADSs form, representing 3,702,657 ADSs) will continue to be held by the public. Although Tamsa would continue to meet the listing requirements of the American Stock Exchange and the Mexican Stock Exchange following settlement of the exchange offer, in accordance with Mexican law, Tenaris is entitled to, and may also be required, to make an offer for the remaining shares of Tamsa. Tenaris has announced that it intends to commence the necessary proceedings to that end shortly.

CORPORATE REORGANIZATION AGREEMENT

Between
SIDERTUBES S.A.
and
TENARIS S.A.

Dated as of September 13, 2002

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CORPORATE REORGANIZATION AGREEMENT (this "Agreement"), dated as of September 13, 2002, between Sidertubes S.A., a societe anonyme holding organized under the laws of Luxembourg ("Sidertubes"), and Tenaris S.A., a societe anonyme holding organized under the laws of Luxembourg ("Tenaris").

WHEREAS, Sidertubes owns a 99.68% interest in Tenaris.

WHEREAS, Sidertubes, directly or through subsidiaries, owns a 71.17% interest in Siderca S.A.I.C. ("Siderca"), a 50.51% interest in Tubos de Acero de Mexico, S.A. ("Tamsa") and a 47.22% interest in Dalmine, S.A. ("Dalmine").

WHEREAS, Tenaris owns a 99.90% interest in Invertub S.A. ("Invertub") and, through Invertub, holds a 19.21% interest in Siderca (with Siderca owning a 43.80% interest in Tamsa and a 47.00% interest in Dalmine).

WHEREAS, the remaining interests in Siderca, Tamsa and Dalmine not held directly or indirectly by Sidertubes are held by the public.

WHEREAS, Sidertubes also owns all the issued and outstanding shares of Abeluz S.A., a Uruguayan sociedad anonima that, as a part of the business reorganization described below, will be renamed Tenaris Global Services S.A. ("Tenaris Global Services").

WHEREAS, the boards of directors of Sidertubes and Tenaris have each determined that it is in the best interests of each of Sidertubes and Tenaris to reorganize the businesses of Siderca, Tamsa, Dalmine and Tenaris Global Services as subsidiaries of Tenaris in order to consolidate Tenaris's corporate identity as a global company, increase the visibility of Tenaris's business by streamlining its corporate structure and its financial reporting, align the interests of all shareholders across Siderca, Tamsa and Dalmine, generate further operating and management synergies, and provide a more attractive investment opportunity in the steel pipe sector.

WHEREAS, the boards of directors of Sidertubes and Tenaris have resolved to accomplish these objectives through (i) one or more contributions by Sidertubes to Tenaris of all of Sidertubes's assets and liabilities and (ii) an offer to the public (the "Exchange Offer") to exchange shares or ADSs, as the case may be, of Tenaris (the "Tenaris Shares") for shares or ADSs of Siderca (the "Siderca Shares"), shares or ADSs of Tamsa (the "Tamsa Shares") and shares of Dalmine (the "Dalmine Shares" and, together with the Siderca Shares and the Tamsa Shares, the "Target Shares").

WHEREAS, the boards of directors of Sidertubes and Tenaris have determined that, subject to the terms and conditions set forth in this Agreement, Sidertubes shall (i) contribute to Tenaris all of its assets and liabilities in exchange for newly issued Tenaris Shares (the "First Contribution"); (ii) upon settlement of the Exchange Offer, satisfy Tenaris's obligation to deliver Tenaris Shares pursuant to the Exchange Offer by delivering to the shareholders of Siderca, Tamsa and Dalmine who have tendered their shares pursuant to the Exchange Offer (the "Public Shareholders") such Tenaris Shares out of the Tenaris Shares received by Sidertubes in connection with the First Contribution; and (iii) following Sidertubes' delivery of Tenaris Shares to the Public

Shareholders, make a second capital contribution to Tenaris (the "Second Contribution") of all of Sidertubes' assets and liabilities in exchange for newly-issued Tenaris Shares.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, Sidertubes and Tenaris hereby agree as follows:

ARTICLE I
FIRST CONTRIBUTION OF all ASSETS AND LIABILITIES

SECTION 1.01. First Contribution of All Assets and Liabilities. (a) Upon the terms and subject to the conditions of this Agreement, Sidertubes shall contribute, transfer and deliver to Tenaris, free and clear of all liens, equities, charges or other encumbrances ("Encumbrances"), all of its assets and liabilities as of the First Closing Date (as defined below), and Tenaris shall receive, accept and acquire such assets and liabilities.

(b) The assets and liabilities subject to the First Contribution (which consist primarily of Sidertubes' interests in Siderca, Tamsa and Dalmine not already owned through Tenaris, the 100% interest in Tenaris Global Services, the Tenaris Shares owned by Sidertubes prior to the First Contribution and a credit on account of future capital contributions held by Sidertubes against Tenaris associated with the transfer of Invertub to Tenaris (the "Invertub Credit") are listed on Exhibit 1.01(a).

(c) The value at which the assets and liabilities will be contributed to the Company shall be fixed by the parties in the deed to be executed before a Luxembourg notary on the First Closing Date (as defined below) in accordance with Luxembourg law (the "Deed"). Sidertubes and Tenaris acknowledge that, for purposes of the First Contribution and pursuant to Section Third of the "Agreement between Sidertubes and Tenaris regarding the contribution of the shares of the Argentine company Santa Maria S.A.I.F.", dated as of May 23, 2002, the amount of the Invertub Credit will be adjusted by valuing Invertub's (x) holding in Siderca at the same value to be assigned in the Deed to the shares of Siderca directly owned by Sidertubes and (y) other assets at book value.

(d) Upon receipt of Sidertubes' assets and liabilities, Tenaris shall issue and deliver to Sidertubes 710.747.090 fully paid-up Tenaris Shares, with a value per share to be determined by reference to the value assigned in the Deed to the assets and liabilities contributed to the Company, out of which US\$ 1 shall be allocated to share capital, US\$.10 shall be allocated to legal reserve and the balance shall be allocated to share premium.

SECTION 1.02. First Closing. The consummation of the First Contribution as contemplated by Section 1.01. above (the "First Closing") shall occur after the date of this Agreement and before the commencement of the Exchange Offer at such place and at such date as Sidertubes and Tenaris may mutually agree upon (the "First Closing Date").

ARTICLE II
DELIVERY OF TENARIS SHARES TO THE PUBLIC SHAREHOLDERS.

SECTION 2.01. Delivery of Tenaris Shares. Promptly after the announcement by Tenaris of its acceptance of the Target Shares tendered pursuant to the Exchange Offer, Sidertubes

shall deliver, or cause to be delivered, to the exchange agents of each jurisdiction where the Exchange Offer shall take place (the "Exchange Agents") Tenaris Shares in an amount sufficient to satisfy Tenaris' obligation pursuant to the Exchange Offer to deliver Tenaris Shares to the Public Shareholders in accordance with the exchange ratios determined for purposes of the Exchange Offer.

SECTION 2.02. Treatment for U.S. federal income tax purposes.

Sidertubes and Tenaris agree and acknowledge that, for U.S. federal income tax purposes, by delivering Tenaris Shares to the Exchange Agents pursuant to the Exchange Offer Sidertubes will be acting on behalf and as an agent of Tenaris.

SECTION 2.03. Consideration.

In consideration of Sidertubes' delivery of Tenaris Shares to the Exchange Agents, Sidertubes shall receive from Tenaris a loan note for an amount of dollars resulting from multiplying the number of Tenaris Shares delivered by Sidertubes to the Exchange Agents by the value per share assigned to the Tenaris Shares as per 1.01 (d) (the "Exchange Credit"), and the Exchange Credit shall be satisfied only as provided in Section 3.01.(b)(ii).

ARTICLE III
SECOND CONTRIBUTION OF ALL ASSETS AND LIABILITIES

SECTION 3.01. Second Contribution of All Assets and Liabilities. (a) As soon as practicable after delivery of the Tenaris Shares to the Public Shareholders pursuant to the Exchange Offer (the "Settlement" of the Exchange Offer), Sidertubes shall contribute, transfer and deliver to Tenaris all of its assets and liabilities as of the Second Closing Date, free and clear of all Encumbrances, and Tenaris shall receive, accept and acquire such assets and liabilities. The assets and liabilities subject of this Second Contribution shall consist of any Tenaris Shares not delivered to the Public Shareholders (the "Remaining Tenaris Shares") and the Exchange Credit.

(b) Upon receipt of such assets and liabilities, Tenaris shall issue and deliver to Sidertubes 710.747.090 fully paid-up Tenaris Shares in an amount calculated as follows: (i) one Tenaris Share for each Remaining Tenaris Share contributed by Sidertubes to Tenaris pursuant to the Second Contribution; and (ii) as payment in full of the Exchange Credit, one Tenaris Share for each Tenaris Share delivered, or caused to be delivered, by Sidertubes to the Exchange Agents in accordance with Section 2.01 of this Agreement. All such new Tenaris Shares shall be issued at the same value per share than the Tenaris Shares issued pursuant to the First Contribution, out of which US\$ 1 shall be allocated to share capital, US\$.10 shall be allocated to legal reserve and the balance shall be allocated to share premium; provided that, if Section 3.01.(c) applies, such value shall be reduced as provided therein.

(c) In the event that, as of the Second Closing Date (as defined below), the value of the Exchange Credit is higher than the market value of the Target Shares as determined in accordance with Luxembourg law, then, and only to the extent required by Luxembourg law, Sidertubes and Tenaris will agree to a reduction of the Exchange Credit to a value consistent with Luxembourg law's requirements for contributions in kind (Companies Law 26-

1), and the amount of such reduction will be deducted solely from the amounts allocated to share premium under Section 1.01(d), without affecting the number of Tenaris Shares to be issued pursuant to 3.01.(b).

SECTION 3.02. Closing of the Second Contribution. The Second Contribution (the "Second Closing" and, together with the First Closing, the "Closings") shall be consummated as soon as practicable after the Settlement of the Exchange Offer at such place and at such date (the "Second Closing Date") as Sidertubes and Tenaris may mutually agree upon.

ARTICLE IV
REPRESENTATIONS, WARRANTIES and covenants OF SIDERTUBES

Sidertubes hereby represents and warrants to Tenaris as follows:

SECTION 4.01. Organization, Authority and Qualification of Sidertubes. Sidertubes is a corporation duly organized, validly existing and in good standing under the laws of the Grand Duchy of Luxembourg and has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Sidertubes, the performance by Sidertubes of its obligations hereunder and the consummation by Sidertubes of the transactions contemplated by this Agreement have been duly authorized by all requisite action on the part of Sidertubes. This Agreement has been duly executed and delivered by Sidertubes, and this Agreement constitutes legal, valid and binding obligations of Sidertubes, enforceable against Sidertubes in accordance with its terms.

SECTION 4.02. Ownership of the shares of Siderca, Tamsa and Dalmine. The shares of Siderca, Tamsa, and Dalmine shall be transferred to Tenaris free and clear from any Encumbrances and together with all rights now or hereafter attaching thereto, including voting rights and the right to all dividends, other distributions and interest payments declared, made or paid.

SECTION 4.03. Representations and Warranties related to Tenaris Global Services

(a) Organization, Authority and Qualification of Tenaris Global Services. Tenaris Global Services is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted, except to the extent that the failure to be so organized, existing and in good standing would not adversely affect the ability of Tenaris Global Services and the Subsidiaries (as defined herein below) to conduct their businesses. Tenaris Global Services is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified and in good standing would not adversely affect the ability of Tenaris Global Services and the Subsidiaries to conduct their businesses.

(b) Subsidiaries. (i) Appendix 4.03 (b) (i) sets forth a true and complete list of all of Tenaris Global Services's subsidiaries (the "Subsidiaries"), listing for each entity its name, type of entity, the jurisdiction, its authorized capital stock, partnership capital or equivalent, the number of its issued and outstanding shares of capital stock, partnership interests or similar ownership interests and the current ownership of such shares, partnership interests or similar ownership interests. Tenaris Global Services's ownership of the shares, partnership interests or similar ownership interests in the Subsidiaries is free and clear of any Encumbrance.

(ii) Each Subsidiary: (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) has all necessary power and authority to own, operate or lease the properties and assets owned, operated or leased by such Subsidiary and to carry on its business as it has been and is currently conducted by such Subsidiary and (iii) is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified and in good standing would not adversely affect the ability of Tenaris Global Services and the Subsidiaries to conduct their business.

(c) Capitalization. The capital stock of Tenaris Global Services consists of 359,275,000 shares of Common Stock all of which are validly issued, outstanding, fully paid and nonassessable. Upon consummation of the transactions contemplated by this Agreement and registration of the shares of Tenaris Global Services in the name of Tenaris in the stock records of Tenaris Global Services, Tenaris will own all the issued and outstanding capital stock of Tenaris Global Services free and clear of all Encumbrances.

(d) Financial Information. Appendix 4.03(d) includes true and complete copies of the unaudited special consolidated balance sheet of Tenaris Global Services as of June 30, 2002, and the related audited consolidated statements of income, retained earnings, stockholders' equity of Tenaris Global Services accompanied by the reports thereon of Tenaris Global Services' accountants (collectively, the "Financial Statements"). The Financial Statements (i) were prepared in accordance with the books of account and other financial records of Tenaris Global Services and the Subsidiaries, (ii) present fairly the consolidated financial condition and results of operations of Tenaris Global Services and the Subsidiaries as of the dates thereof or for the periods covered thereby, and (iii) have been prepared in accordance with International Accounting Standards.

(e) Absence of Undisclosed Liabilities. There are no liabilities of Tenaris Global Services or any Subsidiary, other than liabilities (i) reflected or reserved against on the Financial Statements, or (iii) incurred since the date of the Financial Statements in the ordinary course of business, consistent with past practice, of Tenaris Global Services and the Subsidiaries.

SECTION 4.04. Shares of Tenaris. The Tenaris Shares to be delivered to the Exchange Agents as provided in Section 2.01 of this Agreement shall be transferred free and clear from any Encumbrances and together with all rights attaching thereto, including voting rights and the right to all dividends, other distributions and interest payments declared, made or paid.

SECTION 4.05. Further Action. Sidertubes shall use all reasonable efforts to take, or cause to be taken, all actions necessary, proper or advisable under applicable law, and to execute and deliver such documents, as may be required to carry out the provisions of this Agreement and consummate and make effective all the transactions contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENARIS

Tenaris hereby represents and warrants to Sidertubes as follows:

SECTION 5.01. Organization, Authority and Qualification of Tenaris. Tenaris is a corporation duly organized, validly existing and in good standing under the laws of the Grand Duchy of Luxembourg and has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Tenaris, the performance by Tenaris of its obligations hereunder and the consummation by Tenaris of the transactions contemplated by this Agreement have been duly authorized by all requisite action on the part of Tenaris and its stockholders. This Agreement has been duly executed and delivered by Tenaris, and this Agreement constitutes legal, valid and binding obligations of Tenaris, enforceable against Tenaris in accordance with its terms.

SECTION 5.02. Further Action. Tenaris shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents, as may be required to carry out the provisions of this Agreement and consummate and make effective all the transactions contemplated by this Agreement.

ARTICLE VI
CONDITIONS TO CLOSINGS

SECTION 6.01. Conditions to Obligations of Sidertubes. (i) The obligation of Sidertubes to consummate the First Contribution as contemplated in Article I of this Agreement shall not be subject to the fulfillment or waiver of any condition.

(ii) The obligations of Sidertubes to consummate the transactions contemplated by Articles II and III of this Agreement shall be subject to the fulfillment or written waiver by the applicable party of each of the following conditions:

(a) All the conditions to which the Exchange Offer is subject, as set forth in the documentation for the Exchange Offer, shall have been fulfilled or waived by Tenaris, and the Target Shares tendered by the Public Shareholders pursuant to the Exchange Offer shall have been accepted by Tenaris.

(b) No action shall have been commenced by or before any governmental authority against either Sidertubes or Tenaris, seeking to restrain or materially and adversely alter the transactions contemplated by this Agreement which, in the reasonable, good faith

determination of Sidertubes, is likely to render it impossible or unlawful to consummate such transactions.

SECTION 6.02. Conditions to Obligations of Tenaris. The obligations of Tenaris to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver of each of the following conditions:

(a) At or prior to the First Closing, the representations and warranties of Sidertubes contained in this Agreement shall have been true and correct in all material respects.

(b) At or prior to the Second Closing, Sidertubes shall have complied in all material respects with the covenants and agreements contained in this Agreement to be complied with by it.

(c) At or prior to the Second Closing, no Action shall have been commenced or threatened by or before any Governmental Authority against either Sidertubes or Tenaris, seeking to restrain or materially and adversely alter the transactions contemplated by this Agreement which, in the reasonable, good faith determination of Tenaris, is likely to render it impossible or unlawful to consummate such transactions.

ARTICLE VII INDEMNIFICATION

SECTION 7.01.

(a) Tenaris shall be indemnified and held harmless by Sidertubes for and against any and all liabilities, losses, damages, claims, demands, costs and expenses of any kind (including, without limitation, attorneys' and consultants' fees and expenses) actually suffered or incurred by Tenaris (hereinafter a "Loss"), arising out of or resulting from the breach of any representation, warranty, covenant or obligation made or assumed by Sidertubes in this Agreement.

(b) Sidertubes shall be indemnified and held harmless by Tenaris for and against any and all Losses, arising out of or resulting from the breach of any representation, warranty, covenant or obligation made or assumed by Tenaris in this Agreement.

(c) Sidertubes and its shareholders, directors, officers, agents and employees shall be indemnified and held harmless by Tenaris, from and against any Losses relating to or arising out of any claims from any person (other than Sidertubes) (including, but not limited to, governmental entities and persons acquiring Tenaris Shares) based on or caused by (i) activities performed by Sidertubes pursuant to this Agreement and the transactions contemplated hereto or (ii) the Exchange Offer and the information disclosed or statements made (or omitted to be made) by Tenaris or its officers, agents or advisors in connection thereto.

(c) Either party shall give to the other party notice of any matter that has given or could give rise to a right of indemnification under this Agreement, within 60 days of such determination, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

ARTICLE VIII
TERMINATION AND AMENDMENT

SECTION 8.01. Termination. This Agreement may be terminated:

(a) by either Sidertubes or Tenaris if, between the date hereof and the First Closing the representations and warranties of Tenaris or Sidertubes, as the case may be, contained in this Agreement shall not have been true and correct in all material respects when made or Tenaris or Sidertubes, as the case may be, shall not have complied in all material respects with the covenants or agreements contained in this Agreement to be complied with by it; or

(b) by either Tenaris or Sidertubes in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement or the Exchange Offer and such order, decree, ruling or other action shall have become final and nonappealable.

SECTION 8.02. Effect of Termination. In the event of termination of this Agreement, this Agreement shall forthwith be of no further effect and there shall be no liability on the part of either party hereto except that nothing herein shall relieve either party from liability for any breach of this Agreement.

SECTION 8.03. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Sidertubes and Tenaris.

ARTICLE IX
GENERAL PROVISIONS

SECTION 9.01. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

SECTION 9.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by telecopy or registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02):

(a) if to Sidertubes:
23, Avenue Monterey
Luxembourg - Luxembourg
L-2086

Telecopy: 41 22 807 03 81 _____
Attention: Carlos Zandona

(b) if to Tenaris:
23, Avenue Monterey
Luxembourg - Luxembourg
L-2086

Telecopy: 41 22 807 03 81
Attention: Renato Lorenzin

SECTION 9.03. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 9.04. Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of Sidertubes and Tenaris (which consent may be granted or withheld in the sole discretion of Sidertubes or Tenaris).

SECTION 9.05. No Third Party Beneficiaries. Except for Article VII (c), this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

SECTION 9.06. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Grand Duchy of Luxembourg.

SECTION 9.07. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Sidertubes and Tenaris have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Sidertubes S.A.

By: /s/ Roberto Bonatti

Name: Roberto Bonatti
Title: Director

By: /s/ Carlos Zandona

Name: Carlos Zandona
Title: Director

Tenaris S.A.

By: /s/ Fernando Mantilla

Name: Fernando Mantilla
Title: Director

EXHIBIT 1.01 (a)
ASSETS AND LIABILITIES OF SIDERTUBES

ASSETS

Cash and Cash Equivalents

Invertub Credit

519.578.214 ordinary shares Class "A" of Siderca S.A.I.C.

23.813.115 ordinary shares of Tubos de Acero de Mexico S.A.

2.550.000 shares of Dalmine SpA

30,010 ordinary Shares of Tenaris S.A.

359,275,000 ordinary Shares of Tenaris Global Services S.A.

LIABILITIES

0.

APENDIX 4.03(b)(i)
SUBSIDIARIES

TENARIS NETWORK:

SUBSIDIARY NAME	ENTITY TYPE	COUNTRY	MAIN DIRECT SHAREHOLDER	SHAREHOLDER COUNTRY
Tenaris Global Services(1)	S.A.	Uruguay	Sidertubes S.A.	Luxembourg
Tenaris Global Services L.L.C.	L.L.C.	USA	Tenaris Global Services S.A.	Uruguay
DST Europe Ltd.	Ltd.	UK	Tenaris Global Services S.A.	Uruguay
Tenaris Global Services B.V.	B.V.	Netherlands	Tenaris Global Services B.V.	Netherlands
Siderca Corporation		USA	Tenaris Global Services B.V.	Netherlands
DST Japan K.K.	K.K.	Japan	Tenaris Global Services B.V.	Netherlands
Techintrade Canada Inc.	Inc.	Canada	Tenaris Global Services S.A.	Uruguay
Techintrade Norway AS	AS	Norway	Tenaris Global Services S.A.	Uruguay
Socominter Trading Inc.	Inc.	Panama	Tenaris Global Services S.A.	Uruguay

(Table continued from above)

TENARIS NETWORK:

SUBSIDIARY NAME	% MAIN	MINORITY	COUNTRY	% MIN.	AMOUNT OF SHARES
Tenaris Global Services(1)	100	-	-	-	359,275,000(2)
Tenaris Global Services L.L.C.	100	-	-	-	10,000
DST Europe Ltd.	100	-	-	-	1,000
Tenaris Global Services B.V.	100	-	-	-	100
Siderca Corporation	100				266
DST Japan K.K.	99.8333	Other O.T.	Japan	0.1667	600
Techintrade Canada Inc.	100	-	-	-	150,000
Techintrade Norway AS	100	-	-	-	500
Socominter Trading Inc.	100	-	-	-	1,000

(1) The current name is Abeluz S.A. and will change its name into Tenaris Global Services S.A.

(2) On June 27th, 2002 a shareholders meeting of Tenaris Global Services approved a capital increase for an amount of Uruguayan Pesos 357.775.000, changing the capital stock of the company from Uruguayan Pesos 1,500,000 to Uruguayan Pesos 359,275,000. Since such capital increase is in the process of being registered in Uruguay's Register of Corporations, the shares issued by Tenaris Global Services are represented as follows: (i) 1,500,000 shares by two definitive share certificates, one representing 375,000 shares and the other representing 1,125,000 shares, and (ii) 357.775.000 by one provisory share certificate that will be replaced by a definitive share

certificate once the capital increase is registered in Uruguay's Register of Corporations.

Socominter Trading Inc. Suc. Colombia	Branch	Colombia	Socominter Trading Inc.	Panama	100
Socominter de Bolivia S.R.L.	S.R.L.	Bolivia	Socominter Trading Inc.	Panama	99
Socominter Soc. Com. Internacional Ltda.	Soc. Com. Int. Ltda.	Chile	Tenaris Global Services S.A.	Uruguay	99
Socominter S.A.3	S.A.	Venezuela	Tenaris Global Services S.A.	Uruguay	100
Siderca Pte. Ltd.	Ltd.	Singapore	Tenaris Global Services S.A.	Uruguay	100
Socominter Far East Ltd.	Ltd.	Singapore	Tenaris Global Services S.A.	Uruguay	100
Techintrade (B.V.I.) Ltd.	Ltd.	B.V.I.	Tenaris Global Services S.A.	Uruguay	100
Tubular DST Nigeria Ltd.	Ltd.	Nigeria	Techintrade (B.V.I.) Ltd.	B.V.I.	99.99

(Table continued from above)

Socominter Trading Inc. Suc. Colombia	-	-	-	-	-
Socominter de Bolivia S.R.L.	Tenaris Global Services S.A.	Uruguay	1	200	
Socominter Soc. Com. Internacional Ltda.	Other O.T.	Panama	1	100	
Socominter S.A.3	-	-	-	250,000	
Siderca Pte. Ltd.	-	-	-	1,712,979	
Socominter Far East Ltd.	-	-	-	1,000,000	
Techintrade (B.V.I.) Ltd.	-	-	-	1,000	
Tubular DST Nigeria Ltd.	Tenaris Connections A.G.	Liechtenstein	-	5,000,000	

3 Socominter S.A. is in the final stage of merging with TAD-Chacin C.A. The merger is expected to be completed by late July early August 2002

APPENDIX 4.03(d)
 UNAUDITED SPECIAL CONSOLIDATED BALANCE SHEET OF TENARIS GLOBAL SERVICES.

ABELUZ S.A. (TO BE NAMED TENARIS GLOBAL SERVICES S.A.)
 BALANCE SHEET AT JUNE 30TH, 2002.
 (IN US DOLLARS)

ASSETS	2002

CURRENT ASSETS	
Cash and cash equivalents	13.433.968
Receivables	
Trade receivables	118.702.199
Other	15.502.921
Inventories	113.440.889

	261.079.977

NON CURRENT ASSETS	
Receivables	1.130.141
Investments	48.154
Property, plant and equipment	2.046.158
Intangible assets	56.473
Other assets	425.647

	3.706.573

TOTAL ASSETS	264.786.550
	=====
LIABILITIES AND SHAREHOLDERS' EQUITY	
CURRENT LIABILITIES	
Trade payables	234.009.976
Borrowings	9.862.369
Tax liabilities	3.997.851
Other debts	2.290.974

	250.161.170

NON CURRENT LIABILITIES	
Other liabilities	281.564

	281.564

TOTAL LIABILITIES	250.442.734
	=====
SHAREHOLDERS' EQUITY	14.343.816
	=====
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	264.786.550
	=====