

VOTING AGREEMENT BETWEEN THE SHAREHOLDERS OF INDÚSTRIAS ROMI S.A.

ENTERED INTO BETWEEN

JULIANA GUIMARÃES CHITI, CARLOS GUIMARÃES CHITI, EUGÊNIO GUIMARÃES CHITI, FLORA SANS ROMI, AMÉRICO EMÍLIO ROMI NETO, JOSÉ CARLOS ROMI, MARIA PIA ROMI CAMPOS, ANDRÉ LUÍS ROMI, ROMEU ROMI, ANNA MARIA DE TOLEDO ROMI, SANDRA MARIA ROMI CHEIDA, FREDERICO ROMI, PAULO ROMI, PATRÍCIA ROMI CERVONE, ADRIANA ROMI AND FÊNIX EMPREENDIMENTOS S.A.

AS CONTRACTING SHAREHOLDERS AND

INDÚSTRIAS ROMI S.A.,

AS CONSENTING INTERVENING PARTY

DATED NOVEMBER 5, 2012

VOTING AGREEMENT BETWEEN THE SHAREHOLDERS OF INDÚSTRIAS ROMI S.A.

By this private instrument and in the best terms of law, the parties:

JULIANA GUIMARÃES CHITI, Brazilian, divorced, industrialist, bearer of Identity Card (RG) No. 9.784.445-7, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 016.341.138-70;

CARLOS GUIMARÃES CHITI, Brazilian, married, industrialist, bearer of Identity Card (RG) No. 12.396.588, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 048.669.548-41;

EUGÊNIO GUIMARÃES CHITI, Brazilian, married, industrialist, bearer of Identity Card (RG) No. 12.396.587, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 057.324.018-30;

FLORA SANS ROMI, Brazilian, widow, housewife, bearer of Identity Card (RG) No. 5.342.918, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 160.758.058-69;

AMÉRICO EMÍLIO ROMI NETO, Brazilian, married, industrialist, bearer of Identity Card (RG) No. 7.437.747-4, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 016.334.888-02;

JOSÉ CARLOS ROMI, Brazilian, married, industrialist, bearer of Identity Card (RG) No. 9.036.088-6, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 056.637.218-51;

MARIA PIA ROMI CAMPOS, Brazilian, married, architect, bearer of Identity Card (RG) No. 7.769.715-7, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 057.324.458-89;

ANDRÉ LUÍS ROMI, Brazilian, Married, industrialist, bearer of Identity Card (RG) No. 9.036.089, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 089.555.168-35;

ROMEU ROMI, Brazilian, Married, industrialist, bearer of Identity Card (RG) No. 1.142.197, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 014.770.568-15;

ANNA MARIA DE TOLEDO ROMI, Brazilian, married, housewife, bearer of Identity Card (RG) No. 2.408.218-1, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 262.179.248-03;

SANDRA MARIA ROMI CHEIDA, Brazilian, married, economist, bearer of Identity Card (RG) No. 9.036.179-9, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 045.954.068-86;

FREDERICO ROMI, Brazilian, married, industrialist, bearer of Identity Card (RG) No. 9.036.174-X, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 052.111.018.12;

PAULO ROMI, Brazilian, married, industrialist, bearer of Identity Card (RG) No. 9.036.175-1, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 082.401.568-19;

PATRÍCIA ROMI CERVONE, Brazilian, married, lawyer, bearer of Identity Card (RG) No. 9.036.176-3, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 067.630.358-70;

ADRIANA ROMI, Brazilian, married, lawyer, bearer of Identity Card (RG) No. 9.036.178-7, enrolled with Individual Taxpayers' Register of Ministry of Finance (CPF/MF) under No. 067.631.108-39;

all of them domiciled at Rua Riachuelo, No. 5, Vila Romi, in the City of Santa Bárbara d'Oeste, State of São Paulo, and

FÊNIX EMPREENDIMENTOS S.A., enrolled with National Corporate Taxpayers' Register (CNPJ) under No. 51.319.358/0001-12, by its legal representatives, with its main place of business at Rua Riachuelo, No. 5, Vila Romi, in the City of Santa Bárbara d'Oeste, State of São Paulo ("Fênix");

hereinafter collectively referred to as **CONTRACTING SHAREHOLDERS**; and

INDÚSTRIAS ROMI S.A., an open joint-stock company, enrolled with the Corporate Taxpayers' Register of the Ministry of Finance under CNPJ/MF No. 56.720.428/0001-63, bearer of the CVM (Securities Commission) Code No. 7510, with its main place of business at Avenida Pérola Byington, No. 56, in the City of Santa Bárbara d' Oeste, State of São Paulo, herein represented pursuant to the provisions of its By-laws ("Romi", "Corporation" or "Company"), as **CONSENTING INTERVENING PARTY**.

WHEREAS the Contracting Shareholders expressed their interest, through the present Voting Agreement ("Agreement"), in regulating the conditions for the exercise of their voting rights related to the shares issued by Romi they are the holders of.

The Contracting Shareholders execute the present Agreement, pursuant to the following sections and conditions.

SECTION ONE

The Contracting Shareholders execute the present Agreement with the purpose of regulating the exercise of their voting rights inherent to the ownership of the Shares (as defined in Section Two below).

SECTION TWO

The Contracting Shareholders declare to be the owners, on this date, of common shares of Romi's capital stock, issued as bookkeeping shares and kept in a deposit account at Banco Bradesco S.A., in the quantities listed in Exhibit I ("Shares").

PARAGRAPH ONE – The present Agreement binds the Contracting Shareholders, so as to contemplate the totality of the Shares listed in Exhibit I herein, as well as all shares resulting from subscriptions, exercise of the right of first refusal related to the Shares or from the conversion or swap into Shares; also, from splitting, grouping, consolidations, spin-offs, mergers, bonuses, dividends, capitalization of profits or monetary adjustment, or securities with right to subscription or convertible into shares, deriving in any way from the Shares, as well as those deriving from the situations provided for in Section Three, and Exhibit I shall also be updated upon any of such movements.

SECTION THREE

The Contracting Shareholders agree that the present Agreement shall also contemplate: (i) the Shares owned by Fênix that may be transferred by Fênix to any of its shareholders as a result of a corporate resolution aimed at the withdrawal or reduction of the interest of such shareholder in the capital stock of Fênix through the receipt of Romi's Shares; or (ii) the Shares that are transferred by any of the Contracting Shareholders (a) to ascendants, descendants or spouse, or even in case of succession by reason of decease; or (b) to the Contracting Shareholders themselves.

PARAGRAPH ONE – If the Fênix shareholder (hypothesis 'i' of Section Three above), or the ascendant, descendant, spouse or heir to any of the Contracting Shareholders (hypothesis 'ii' of Section Three above) receiving the Shares is not one of the Contracting Shareholders, they shall adhere to the present Agreement through the execution of the Instrument of Adhesion to the Voting Agreement, in the form provided for in Exhibit II, and the Contracting Shareholder that assigns the Shares shall inform the shareholder receiving the Shares about the need for adhering to the present Agreement.

PARAGRAPH TWO – Whenever any transfer occurs, in the scope of Section Three herein, the Secretary of the Agreement shall arrange, as provided for under the terms of Paragraph Ten of Section Four, for the amendment of the quantity of Shares listed in Exhibit I, so as to evidence the binding of the transferred shares, as well of title thereto.

SECTION FOUR

The Contracting Shareholders expressly acknowledge the advantages of creating mechanisms destined to ensuring a homogeneous position in Romi's capital stock, especially concerning a harmonic relationship with the other shareholders of Romi, aiming at keeping the integrity of the block of Shares that assures the Contracting Shareholders the joint exercise of the political power held at Romi.

PARAGRAPH ONE – Under such terms, the Contracting Shareholders agree that, as of this date and for the term of the present Agreement, the Contracting Shareholders shall regulate the way according to which the approval of the matters to be addressed at Romi's general shareholders meeting shall occur.

PARAGRAPH TWO – In order to ensure the implementation of the provision in Paragraph One, above, it is expressly stipulated that, upon the calling of a general shareholders meeting of Romi, the Contracting Shareholders shall gather at a previous meeting, in the municipality of Santa Bárbara d'Oeste, State of São Paulo, or elsewhere as chosen through common agreement by all Contracting Shareholders, to analyze, discuss and resolve about the matters to be addressed in the respective agenda, through a calling to be sent by any of the Contracting Shareholders or by the Secretary of the Agreement, in the form provided for in Paragraph Ten, below ("Previous Meeting").

PARAGRAPH THREE – The first call of the Previous Meeting shall be made until the first business day immediately following the date of the first calling of Romi's general meeting, and the Previous Meeting shall be held at least three (3) days before the date of the mentioned meeting.

PARAGRAPH FOUR – The Previous Meeting, in its first calling, shall be installed with the attendance of Contracting Shareholders representing at least fifty percent (50%) plus one (1) share of the totality of the Shares. If the minimum quorum for installation of fifty percent (50%) plus one (1) share of the totality of the Shares is not reached in the first calling, a new Previous Meeting shall be automatically called to be held on the day following the day on which the Previous Meeting should have been held, and, in such case, the Previous Meeting shall be installed with any quorum.

PARAGRAPH FIVE – The resolutions of the Contracting Shareholders shall be made through majority of the votes of those attending the Previous Meeting, considering the quantity of Shares held by the attendees. Nevertheless, it shall be understood that, once it is approved, the majority position shall be binding upon all Contracting Shareholders, even if some of them has been absent from the mentioned Previous Meeting, and regardless of the specific vote that was cast at that meeting.

PARAGRAPH SIX – Representation shall be admitted at Previous Meetings by an attorney-in-fact, with special powers expressly provided for such purpose, provided that the appointed person is one of the other Contracting Shareholders who are signatory hereof.

PARAGRAPH SEVEN – For the purposes of the present Agreement, the Contracting Shareholders agree and undertake to attend all Romi's general meetings, exercising the right to vote only in the form resolved at the

Previous Meeting especially called with the purpose of deciding how the Contracting Shareholders shall exercise their right to vote at the respective general meeting of Romi.

PARAGRAPH EIGHT – The Contracting Shareholders, through this instrument, grant powers to the Secretary of the Agreement to, on their behalf and upon the end of each Previous Meeting, delegate powers to one or more attorneys-in-fact, so that, acting in separate, they attend to the general meetings of Romi and vote on behalf of each Contracting Shareholder, as agreed at the Previous Meeting. Such attorney-in-fact shall necessarily be one of the other Contracting Shareholders, one of Romi’s managers or attorney, and the power-of-attorney shall contain the voting orientation and be specific for each act to be practiced, in compliance with the provisions in paragraph one of article 126, law No. 6.404/76.

PARAGRAPH NINE – The obligations undertaken in the present Agreement shall not be claimed by the Contracting Shareholders to exempt any of the Contracting Shareholders from their legal responsibility in relation to the exercise of the right to vote.

PARAGRAPH TEN – The Contracting Shareholders representing at least fifty percent (50%) plus one (1) share of the totality of the Shares shall appoint, every year, a secretary for the Agreement ("Secretary of the Agreement"), with the specific function of informing the Contracting Shareholders about the matters to be addressed in the agenda of the Previous Meetings, call such Previous Meetings, register the resolutions, as well as to make effort to see that this Agreement has been performed. The Act of election of the secretary of the Agreement shall stipulate the secretary’s duties and responsibilities.

PARAGRAPH ELEVEN – At any time, the Contracting Shareholders representing at least fifty percent (50%) plus one (1) share of the totality of the Shares may destitute the Secretary of the Agreement, and, in such case, a new Secretary of the Agreement shall be immediately appointed.

SECTION FIVE

The Contracting Shareholders undertake to fully comply with and have others comply with everything they agree upon in the present Agreement, for which they acknowledge and state that any action and/or measure they take in discrepancy with the agreed hereunder and/or that represents a violation of the obligations undertaken shall be null and void between them, before Romi and third parties.

PARAGRAPH ONE – All obligations undertaken herein by the Contracting Shareholders are on an irrevocable and irreducible basis.

PARAGRAPH TWO – The obligations undertaken in this Agreement shall be subject to specific execution by any of the Contracting Shareholders, under the terms of article 118, paragraph 3, of the Corporation Law. The Contracting Shareholders do not waive any action or provisions (including collection of losses and damages) which they are entitled to at any time. The Contracting Shareholders expressly admit to and agree with the specific compliance with their obligations as well as to accept judicial orders, as applicable, and arbitral decisions.

PARAGRAPH THREE – In order to keep, promote and maximize the value of the Shares, the Contracting Shareholders undertake to ensure and make others ensure the good image of Romi and its Management before all related parties, especially, but not limited to shareholders, investors, financiers, clients, vendors, employees, the community, the competent authorities, the government, the press, social networks, the internet, among others.

PARAGRAPH FOUR – Without prejudice to the obligation of redressing for losses and damages, the Contracting Shareholder that violates the present Agreement shall be subject to, as long as the violation subsists, a daily fine to be applied from the date of the violation, in an amount equivalent to zero point one (0.1%) of the totality of its Shares, charged pursuant to the market value of the Share, as listed in the Stock Exchange, according to the average value, weighted in function of the volume, of the last thirty (30) sessions where there were businesses made involving Romi’s shares. In any case, the total amount of any fine shall be limited, per event, to ten percent (10%) of such interest.

SECTION SIX

This Agreement binds the successors and assignees of the Contracting Shareholders, at any time and on any behalf.

SECTION SEVEN

Except for the hypotheses provided for in Section Three, the Disposal of Shares to third parties shall not give rise to the adhesion of such third parties to the present Agreement, and the Secretary of the Agreement shall arrange for the amendment of the quantity of Shares listed in Exhibit I, so as to exclude such Shares from the Agreement. For the purposes of this Agreement, the term "Disposal" (as well as the verb "To dispose of") shall mean to sell, exchange, donate (except to their direct ascendants and/or descendants and spouses), grant to the capital stock, lend, or by any other means assign (including the assignment of the right of first refusal and of the subscription right), dispose of or transfer the possession of or title to the Shares, or of economic rights derived therefrom, on any account, directly or indirectly, voluntarily or involuntarily, free of charge or on a burdensome basis, or to promise to practice any of the mentioned acts, or pledge, guarantees, chattel mortgage or any other form of guarantee or usufruct (except to his/her own benefit or to the benefit of his/her spouse), on any account whatsoever.

PARAGRAPH ONE – The Contracting Shareholder that, in any form, Disposes of the totality of his/her Shares shall be automatically released from the obligations provided for in this Agreement.

PARAGRAPH TWO – No release from the present Agreement shall be allowed in the thirty (30) days before or in the (30) days after the date of a general shareholders meeting Romi.

PARAGRAPH THREE – Except when the Disposal implies transfer of the title to the Shares, under the terms of this Agreement, the Contracting Shareholders shall not assign nor transfer the right to vote of the Shares to third parties unrelated hereto, implying the consequent nullity of the instruments executed in disagreement with the provisions of this paragraph, for which the Company shall abstain from registering them. Hence, the Contracting Shareholders stipulate that, in case of encumbrance of the Shares, the Contracting Shareholder shall necessarily preserve the right to vote of the encumbered Shares; and in the hypothesis of Share loan, the lessee of such Shares shall adhere to the Agreement.

SECTION EIGHT

The Contracting Shareholders agree to arrange the filing of the present Agreement, as well as its possible alterations or amendments, including its Exhibit I, at the Company's main office, which agrees to strictly comply with it in all its terms and conditions, for which reason it executes it as consenting intervening party.

PARAGRAPH ONE – Each of the Contracting Shareholders shall have the right to request the Chairman of Romi's General Meeting to declare the invalidity of the vote cast against an express provision contained herein.

SECTION NINE

The present Agreement shall be valid for ten (10) years, counted from the date of its execution, and shall only be altered through an instrument containing the consent of all Contracting Shareholders, which, likewise, shall not execute, among themselves, documents that conflict, in any way, with the obligations undertaken in the present Agreement.

SECTION TEN

Should any provision of this Agreement be considered to be invalid, illegal or unenforceable, under any aspect, the validity, legality or enforceability of the other provisions contained in this Agreement shall not be affected nor damaged.

SECTION ELEVEN

This Agreement establishes the entire agreement between the parties in relation to its subject-matter, superseding any other agreement, contract, promise, convention, communication or oral or written declaration previously made by any of the parties in relation to the matter treated herein.

SECTION TWELVE

The Contracting Shareholders shall exert their best efforts to try to amicably solve all controversies and disputes arising out of the present Agreement, including in relation to the application of penalties and/or indemnities. In case of controversy, any of the Contracting Shareholders involved in it shall forward, to the other Contracting Shareholder or to the other Contracting Shareholders involved in the controversy, a written notification with the purpose of keeping friendly and good-faith negotiations, with the purpose of settling it within thirty (30) days, counted from the receipt of the notification. The Contracting Shareholders agree that, in case of failure of the attempt to friendly solve the controversies, the controversies shall be solved exclusively by arbitration, which shall be final, conclusive and shall bind the Contracting Shareholders, their successors and assignees.

PARAGRAPH ONE – The arbitration shall be conducted in the Portuguese language, in the city of São Paulo, State of São Paulo, at a place to be defined by the arbitral court, which shall decide pursuant to the laws of Brazil, in a suit filed and conducted pursuant to the Regulation of the Chamber of Arbitration of the New Market ("New Market Arbitration Regulation") in effect on the date of execution of the present instrument. If the procedural rules of the New Market Arbitration Regulation are unclear as for any procedural aspect, such rules shall be supplemented by provisions of Law No. 9.307 of September 23, 1996.

PARAGRAPH TWO – It shall be incumbent upon court of arbitration to resolve all disputes related to litigation, including those of an incidental, provisional, coercive or interlocutory and/or declaratory nature, and the arbitrators are forbidden to decide by equity.

PARAGRAPH THREE – The arbitral court shall be comprised of three (3) arbitrators, and each of the Contracting Shareholders in dispute shall have the right to designate one (1) arbitrator. If there is more than one claimant or more than one respondent, the claimants or respondents shall jointly designate their respective arbitrator. The third arbitrator, who shall also be the president of the arbitral court, shall be jointly selected by the arbitrators appointed by the Contracting Shareholders. If any of the Contracting Shareholders fails to appoint their arbitrator, or if the arbitrators appointed by the Contracting Shareholders to settle the controversy fail to reach a consensus as to the third arbitrator, the arbitrator shall be designated according to the rules of the New Market Arbitration Regulation, within up to ten (10) days from the date such impasse is verified.

PARAGRAPH FOUR – The arbitral decision shall be rendered in writing and shall be duly substantiated, with a summary description of the facts taken into consideration for the decision and the indication of its legal basis. The arbitral decision shall be final and immediately enforceable under the terms of the law in effect.

PARAGRAPH FIVE – Each Contracting Shareholder shall be responsible, before the rendering of the arbitral decision, for his/her respective costs and expenses incurred during the arbitration (including, without limitation, fees and expenses with counsels). Once the arbitral decision is rendered, the costs shall be borne by the defeated party.

PARAGRAPH SIX – The arbitral proceeding, as well as documents and information brought to arbitration, shall be deemed confidential, no publicity being allowed, except in the sense it is required by the law in effect.

PARAGRAPH SEVEN – The arbitration award to be issued by the court of arbitration may be taken to any competent court so as to determine its execution, which will be deemed final and definite, binding the parties in dispute, which expressly waive any recourse, except for clarification request provided for article 30 of Law No. 9.307 of September 23, 1996.

PARAGRAPH EIGHT – Notwithstanding the provisions contained in this section, the Contracting Shareholders are not forbidden from resorting to the Judiciary Branch in order to: (i) obtain provisional measures (or any other recourse that cannot be obtained in the scope of the Brazilian arbitration legislation), to protect rights prior to the installation of the arbitration, which shall prevail only until they are reanalyzed by the arbitral court, provided that any proceeding in that sense shall not be considered as an act of waiver of arbitration as the sole means of solving conflicts, elected by the parties to the controversy; (ii) ensure the installation of the arbitration; (iii) enforce any decision of the arbitral court, including the arbitral decision, and (iv) eventually seek annulment of the arbitral decision, as provided for in the law. For the measures provided for herein, the parties hereby elect the Courthouse of the city of Santa Bárbara d'Oeste, State of São Paulo, disregarding any other, no matter how much privileged it may be. The need for filing any provisional measure or any other appeal established in this section before any judicial authority shall not be deemed incompatible with the election of arbitration nor it shall represent a waiver, from any party, of any of the provisions of this section. Any requests or measures implemented by the judicial authority shall be promptly notified to the arbitral court, if already installed, by the party requesting such measure.

And, in witness whereof, the parties execute this Agreement in five (5) counterparts with identical content and form, in the presence of two witnesses.

Santa Bárbara d'Oeste, November 5, 2012

Carlos Guimarães Chiti

Juliana Guimarães Chiti

Eugênio Guimarães Chiti

Flora Sans Romi

Américo Emílio Romi Neto

José Carlos Romi

Maria Pia Romi Campos

André Luís Romi

Romeu Romi

Anna Maria de Toledo Romi

Sandra Maria Romi Cheida

Frederico Romi

Paulo Romi

Patricia Romi Cervone

Adriana Romi

Fênix Empreendimentos S.A

Patricia Romi Cervone

Carlos Guimarães Chiti

Indústrias Romi S.A.

CONSENTING INTERVENING PARTY

Livaldo Aguiar dos Santos

Fábio Barbanti Taiar

Witnesses:

Name: Maria José Cerchiaro

Identity Card (RG) No. 9.410.237-5

Name: Rosa Maria Bacchin dos Santos

Identity Card (RG) No. 15.614.392

Exhibit I

Voting Agreement between the Shareholders de Indústrias Romi S.A., entered into on November 5, 2012

Quantity of Shares Bound to the Agreement

| CONTRACTING SHAREHOLDERS | COMMON SHARES |
|---------------------------------|----------------------|
| Carlos Guimarães Chiti | 558,466 |
| Eugenio Guimarães Chiti | 558,467 |
| Juliana Guimarães Chiti | 558,467 |
| Flora Sans Romi | 763,967 |
| Américo Emílio Romi Neto | 275,124 |
| André Luis Romi | 275,124 |
| José Carlos Romi | 275,124 |
| Maria Pia Romi Campos | 275,124 |
| Romeu Romi | 1,147,707 |
| Anna Maria de Toledo Romi | 121,786 |
| Sandra Maria Romi Cheida | 114,576 |
| Frederico Romi | 114,576 |
| Patrícia Romi Cervone | 114,576 |
| Paulo Romi | 114,576 |
| Adriana Romi | 114,576 |
| Fênix Empreendimentos S.A. | 27,166,190 |

Exhibit II – Instrument of Adhesion to the Voting Agreement of Industrias Romi S.A.

By the present instrument, [insert name of third adhering party], [insert qualification], hereinafter referred to simply as "Declarant", hereby comes through this Instrument of Adhesion to the Voting Agreement between the Shareholders of Industrias Romi S.A., executed on November 5, 2012 ("Agreement"), to adhere, fully and without any remarks, to the Agreement, and to undertake express and personal responsibility for the compliance with the rules contained in the mentioned Agreement, the terms of which the Declarant states to be aware of, in full, agreeing to act in relation to the Company always in compliance with such rules, further agreeing to be subject to the fines and penalties applicable to the terms of the mentioned Agreement for non-compliance herewith. Declarant agrees to comply with the obligations directly attributable to him/her as well as to have the Company comply with the duties established in the Agreement.

Declarant executes the present Instrument in two (2) counterparts having the same contents and form, before two (2) witnesses undersigned.

[insert place and date of signature]

[insert Declarant(s)' name]

Witnesses:

1. Name: Identity Card (RG):
2. Name: Identity Card (RG):