ARTERIS S.A.

Corporate Taxpayer's ID (CNPJ): 02.919.555/0001-67

Company Registry (NIRE): 35.300.322.746

Publicly Held Company

GENERAL MEETING OF DEBENTURE HOLDERS OF THE 2nd ISSUE OF NON-CONVERTIBLE, SECURED DEBENTURES, IN A SINGLE SERIES, FOR PUBLIC DISTRIBUTION, WITH RESTRICTED DISTRIBUTION EFFORTS, OF ARTERIS S.A.

1. DATE, TIME AND VENUE: July 28, 2015, at 9:00 a.m., at the headquarters of Arteris S.A. ("Company"), at Avenida Presidente Juscelino Kubitscheck, nº 1455, 9º andar, Vila Nova Conceição, CEP 04543-011, in the city and state of São Paulo.

2. CALL NOTICE: As published in the issues of July 13, 14 and 15, 2015 of *Valor Econômico* newspaper, and issues of July 14, 15 and 16, 2015 of the Official Gazette of the State of São Paulo ("Call Notice").

3. ATTENDANCE: Debenture holders owning 98.27% of the outstanding Debentures, corresponding to the second (2nd) issue of non-convertible, secured debentures, in a single series, for public distribution, with restricted distribution efforts of the Company ("Debenture Holders", "Debentures" and "Issue", respectively), as per the signatures in the Debenture Holders' Attendance List in the Company's records.

4. PRESIDING: Camila Cristina Anello, Chairwoman, and Ricardo Russo, Secretary.

5. AGENDA: To resolve on the following proposals presented at the Call Notice:

(A) approval of the exclusion of Clause 4.13.1(k) of the "Indenture of the Second Issue of Non-Convertible, Secured Debentures, in a Single Series, for Public Distribution, with Restricted Distribution Efforts of Arteris S.A.", as amended, registered with the São Paulo State Board of Trade on September 25, 2014, under no. ED001523-4/000 ("Indenture");

(B) approval of the change in the Net Debt Financial Ratio, described in Clause 4.13.1(p) of the Indenture which, if approved by the Debenture Holders, will increase from 3.75x to 4.25x until the maturity of the Issue;

(C) approval of the change in the remuneration of the Debentures, pursuant to Clause 4.9 of the Indenture; and

(D) approval for Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários ("Trustee") to take all the necessary measures for full compliance with the resolutions in items (A) to (C) above, including, but not limited to, the non-declaration of early maturity of the Issue and the formalization of the amendment to the Indenture.

6. RESOLUTIONS: After the meeting was called to order and following the discussion of the matter, Debenture holders representing 98.27% of the outstanding Debentures resolved:

(A) to approve the exclusion of Clause 4.13.1(k) of the Indenture and remuneration of the items in that Clause;

(B) to approve the change in the Net Debt Financial Ratio, described in Clause 4.13.1(p) of the Indenture, which shall increase from 3.75x to 4.25x until the maturity of the Debentures. Accordingly, Clause 4.13.1(p) of the Indenture shall have the following wording:

> *"**4.13.1.** Pursuant to Clauses 4.13.2 to 4.13.4 below, the Trustee shall declare the early maturity of all the obligations in this Indenture and require the Issuer to immediately pay the Unit Face Value or Balance of the Unit Face Value, as applicable, plus Remuneration, calculated* pro rata temporis*, as of the Date of Issue (or the immediately previous Remuneration Payment Date, as applicable), until the date of effective payment, without prejudice, where applicable, to the payment of Default Charges provided for in Clause 4.14 below, in the event of any of the following:*
>
> *(...)*
>
> *(p) non-compliance by the Issuer with the financial ratios specified below, monitored by the Trustee (i) on a quarterly basis in case of the Net Debt Financial Ratio (as defined below) and (ii) semi-annually in case of the Debt Service Financial Ratio (as defined below) (jointly, "Financial Ratios"), until the full payment of the amounts due as a result of the Debentures, to be calculated based on the Issuer's consolidated financial information, at the end of each quarter or half year, as applicable, within fifteen (15) calendar days after disclosure to the CVM of the Issuer's corresponding consolidated financial statements. The first examination of the Financial Ratios shall occur based on the figures disclosed by the Issuer for the period ended September 30, 2014:*

	Ratio
Net Debt / (EBITDA – Fixed Concession Fees Paid) ("Net Debt Financial Ratio")	*Lower than or equal to 4.25*
Dividends Received / Debentures' Debt Service ("Debt Service Financial Ratio")	*Higher than or equal to 2.10*

Where:

i. "Net Debt" is the sum of the balances of loans, financing and other onerous financial debt, including, but not limited to, debentures, loans entered into with the Issuer's parent company or any third parties that are not part of the Issuer's Economic Group (as defined below), the net balance of short and long derivative trading in which the Issuer is a party, as well as accommodation, suretyship and other guarantees provided to unconsolidated companies in the financial statements audited by the Issuer, recorded in the Issuer's current and long-term liabilities less cash and cash equivalents. The cases of accommodation, suretyship and other guarantees not recorded in the Issuer's balance sheet, shall be deemed as debt;

ii. "EBITDA" refers to net earnings (loss) before income tax and social contribution, plus (i) non-operating expenses; (ii) financial expenses; (iii) expenses with amortization and depreciation (presented in the cash flow – indirect method); and (iv) provision for maintenance with no cash effect; less (i) non-operating income; and (ii) financial revenue; calculated based on the last twelve (12) months as of the reference date for calculation of the ratio;

iii. "Dividends Received" is the Issuer's flow of dividends and interest on equity, arising from the interest it holds in each Subsidiary, effectively paid over the last twelve (12) months; and

iv. "Debentures' Debt Service" is the amount paid by the Issuer as Remuneration of Debentures and amortization of the Unit Face Value in the last twelve (12) months;

(...)"

(C) considering the approval of resolutions (A) and (B) above, the approval of the change in the Remuneration of the Debentures (as defined in Clause 4.9.1 of the Indenture), changing the spread to be added to the DI rate (as defined in Clause 4.9.1 of the Indenture) incurred on the Debentures, from one point two, eight percent (1.28%) p.a., based on two hundred and fifty-two (252) business days, to two percent (2.00%) p.a., based on two hundred and fifty-two (252) business days, calculated as of July 28, 2015, inclusive, until the maturity date of the Debentures or the payment date as a result of the declaration of early maturity, pursuant to the Indenture. Accordingly, Clauses 4.9.1 and 4.9.1.1 of the Indenture shall have the following wording:

> *« 4.9.1. The Unit Face Value of the Debentures shall not be adjusted for inflation. On the Unit Face Value or Balance of the Unit Face Value, where applicable, the following shall be incurred (i) interest corresponding to the accumulated variation of one hundred percent (100%) of the one-day average daily rate of Interbank Deposit rate (DI), over extra grupo, from the Date of Issue, inclusive, or the immediately previous Remuneration Payment Date (as defined below) (inclusive), where applicable, until July 28, 2015, exclusive, expressed as annual percentage based on two hundred and fifty-two (252) business days, calculated and disclosed by the CETIP in its daily bulletin on its website (http://www.cetip.com.br) ("DI Rate"), plus a spread or surcharge of one point two, eight percent (1.28%) p.a., based on two hundred and fifty-two (252) business days, pro rata temporis ("Surcharge 1"), defined as per the Bookbuilding Procedure; and (ii) from July 28, 2015, inclusive, until the Maturity Date or payment date as a result of the declaration of early maturity of the obligations arising from the Debentures, interest corresponding to the accumulated variation of one hundred percent (100%) of the DI Rate, exponentially added to a spread or surcharge of two percent (2.00%) p.a., based on two hundred and fifty-two (252) business days,* pro rata temporis *("Surcharge 2" and, jointly with Surcharge 1, "Surcharges on the DI Rate") (items (i) and (ii) of this clause, are jointly referred to as "Remuneration of the Debentures")."*
>
> *" 4.9.1.1. The calculation of the Remuneration of the Debentures shall be based on the following formula:*
>
> $$J = VNe \times (FatorDI \times FatorSpread - 1)$$
>
> *where:*
>
> *J = amount of the Remuneration of the Debentures at the end of each Capitalization Period (as defined below), calculated to eight (8) decimal places without rounding;*
>
> *VNe = Unit Face Value or Balance of the Unit Face Value, as applicable, at the beginning of each Capitalization Period (as defined below), stated/calculated to eight (8) decimal places, without rounding;*

FatorDI = product of DI Rates, from the beginning of each Capitalization Period, inclusive, to the calculation date, exclusive, to eight (8) decimal places, with rounding , calculated as follows:

$$\text{Fator DI} = \prod_{k=1}^{n} \left(1 + \text{TDI}_k\right)$$

where:

k = sequence number of the DI Rates, varying between 1 and n;

n = total number of DI Rates considered in each Capitalization Period, where 'n' is a whole number;

TDIk =DI Rate, order k, expressed per day, to eight (8) decimal places, with rounding, calculated as follows;

$$\text{TDI}_k = \left(\frac{\text{DI}_k}{100} + 1\right)^{\frac{1}{252}} - 1$$

where:

DIk = DI Rate, order k, disclosed by the CETIP, to two (2) decimal places;

FatorSpread = Fixed interest surcharge, to nine (9) decimal places, with rounding, calculated as follows;

$$\text{FatorSpread} = \left\{ \left[\left(\frac{\text{spread}}{100} + 1 \right)^{\frac{DP}{252}} \right] \right\}$$

where:

spread = one point two, eight (1.2800) as of the Date of Issue, inclusive, or the immediately previous Remuneration Payment Date (inclusive), where applicable, until July 28, 2015, exclusive;

spread = two (2.0000) as of July 28, 2015, inclusive, until the Maturity Date or payment date as a result of the declaration of early maturity of the obligations arising from the Debentures;

DP = number of business days between the Date of Issue or the immediately previous Remuneration Payment Date of the Debentures, as applicable, and the calculation date, where "DP" is a whole number;

The factor resulting from the expression. (1 + TDIk) has sixteen (16) decimal places, with no rounding.

Multiply the daily factors (1 + TDIk), and truncate the result to sixteen (16) decimal places at each accumulated daily factor by applying the next daily factor, and so on until the last factor considered.

When the factors are accumulated, the resulting factor is considered as the "DI Factor", to eight (8) decimal places, with rounding.

The factor resulting from the expression (FatorDI x FatorSpread) has nine (9) decimal places, with rounding.

The DI Rate shall be used based on the same number of decimal places disclosed by the CETIP."

(D) to authorize the Trustee to take all and any measures necessary to carry out the resolutions described in the previous items, including, but not limited to, the amendment to the Indenture on behalf of the Debenture Holders, in accordance with the draft included in **Exhibit I** of the minutes of this General Meeting of Debenture Holders, as well as the non declaration of early maturity, pursuant to the Indenture.

7. CLOSURE: There being no further business to discuss, the Meeting was adjourned for the drawing up of these minutes, which were drawn up, read, found in compliance and signed by the Chairwoman, Secretary, Debenture Holders and Trustee.

São Paulo, July 28, 2015.

"This is a free translation of the original minutes drawn up in the Company's records"

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Camila Cristina Anello	**Ricardo Russo**
Chairwoman	**Secretary**

EXHIBIT I

MINUTES OF THE SECOND AMENDMENT TO THE INDENTURE OF THE SECOND ISSUE OF NON-CONVERTIBLE, SECURED DEBENTURES, IN A SINGLE SERIES, FOR PUBLIC DISTRIBUTION WITH RESTRICTED DISTRIBUTION EFFORTS OF ARTERIS S.A.

The private amendment instrument shall be signed by:

ARTERIS S.A., a corporation registered as publicly held company with the Brazilian Securities and Exchange Commission ("CVM"), headquartered at Avenida Presidente Juscelino Kubitscheck, nº 1.455, 9º andar, Vila Nova Conceição, in the city and state of São Paulo, inscribed in the roll of corporate taxpayers of the Ministry of Finance ("CNPJ/MF") under number 02.919.555/0001-67, herein represented as per its Bylaws ("Issuer" or "Company");

As the trustee, representing the Debenture holders (as defined below),

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS, a financial institution headquartered at Avenida das Américas, 4.200, bloco 08, ala B, salas 303 e 304, Barra da Tijuca, in the city and state of Rio de Janeiro, inscribed in the roll of corporate taxpayers (CNPJ/MF) under number 17.343.682/0001-38, herein represented as per its Bylaws, representing the Debenture Holders of this issue ("Trustee");

The Issuer and the Trustee designated above are hereinafter referred, jointly, as "Parties" and individually, and indistinctly, as "Party".

WHEREAS:

(i) on September 16, 2014, the Parties entered into the "Indenture of the Second Issue of Non-Convertible, Secured Debentures, in a Single Series, for Public Distribution with Restricted Distribution Efforts of Arteris S.A." ("Indenture"), to govern the terms and conditions of the public distribution of the second (2^{nd}) issue of non-convertible, secured debentures, in a single series of the Company ("Debentures" and "Issue", respectively);

(ii) the Issue was approved by the Issuer's Board of Directors' Meeting held on September 11, 2014, as reratified on October 6, 2014, the minutes of said meeting were duly filed with the São Paulo State Board of Trade ("JUCESP") on September 25, 2014, under number 391.738/14-8, and published in the Official Gazette of the State of São Paulo and *Valor Econômico* newspaper on September 12, 2014;

(iii) on October 10, 2014, the Parties entered into the "First Amendment to the Indenture of the Second Issue of Non-Convertible, Secured Debentures, in a Single Series, for Public Distribution with Restricted Distribution Efforts of Arteris S.A." ("First Amendment to the Indenture"), to amend specific Issue terms, considering the result of the bookbuilding procedure;

(iv) the Parties, jointly, decided to amend the specific terms and conditions of the Indenture, as provided for herein, so as to (a) exclude Clause 4.13.(k) of the Indenture; (b) amend Clause 4.13.1(p) of the Indenture to change the Net Debt Financial Ratio; and (c) change the remuneration of the Debentures provided for in Clause 4.9 of the Indenture;

The Parties **RESOLVED** to amend and consolidate the Indenture by means of this "Second Amendment to the Indenture of the Second Issue of Non-Convertible, Secured Debentures, in a Single Series, for Public Distribution with Restricted Distribution Efforts, of Arteris S.A." ("Second Amendment"), by means of the following clauses and conditions.

The terms beginning with capital letters, in the singular or in the plural, shall have the meaning attributed to them in the Indenture, as amended, even if after their use.

CLAUSE I AMENDMENTS

1.1. The Parties resolved to exclude Clause 4.13.1(k) of the Indenture, with the consequent renumbering of the items in this Clause

1.2. The Parties resolved to amend Clause 4.13.1(p) of the Indenture, which shall have the following wording:

“***4.13.1.*** *Pursuant to Clauses 4.13.2 to 4.13.4 below, the Trustee shall declare the early maturity of all the obligations in this Indenture and require the Issuer to immediately pay the Unit Face Value or Balance of the Unit Face Value, as applicable, plus Remuneration, calculated* pro rata temporis, *as of the Date of Issue (or the immediately previous Remuneration Payment Date, as applicable), until the date of effective payment, without prejudice, where applicable, to the payment of Default Charges provided for in Clause 4.14 below, in the event of any of the following:*

(...)

p) non-compliance by the Issuer with the financial ratios specified below, monitored by the Trustee (i) on a quarterly basis in case of the Net Debt Financial Ratio (as defined below) and (ii) semi-annually in case of the Debt Service Financial Ratio (as defined below) (jointly, “Financial Ratios”), until the full payment of the amounts due as a result of the Debentures, to be calculated based on the Issuer’s consolidated financial information, at the end of each quarter or half year, as applicable, within fifteen (15) calendar days after disclosure to the CVM of the Issuer’s corresponding consolidated financial statements. The first examination of the Financial Ratios shall occur based on the figures disclosed by the Issuer for the period ended September 30, 2014:

	Ratio
Net Debt / (EBITDA – Fixed Concession Fees Paid) (“Net Debt Financial Ratio”)	*Lower than or equal to 4.25*
Dividends Received / Debentures’ Debt Service (“Debt Service Financial Ratio”)	*Higher than or equal to 2.10*

Where:

i. “Net Debt” is the sum of the balances of loans, financing and other onerous financial debt, including, but not limited to, debentures, loans entered into with the Issuer’s parent company or any third parties that are not part of the Issuer’s Economic Group (as defined below), the net balance of short and long derivative trading in which the Issuer is a party, as well as accommodation, suretyship and other guarantees provided to unconsolidated companies in the financial statements audited by the Issuer, recorded in the Issuer’s current and long-term liabilities less cash and cash equivalents. The cases of accommodation, suretyship and other guarantees not recorded in the Issuer’s balance sheet, shall be deemed as debt;

ii. "EBITDA" refers to net earnings (loss) before income tax and social contribution, plus (i) non-operating expenses; (ii) financial expenses; (iii) expenses with amortization and depreciation (presented in the cash flow – indirect method); and (iv) provision for maintenance with no cash effect; less (i) non-operating income; and (ii) financial revenue; calculated based on the last twelve (12) months as of the reference date for calculation of the ratio;

iii. "Dividends Received" is the Issuer's flow of dividends and interest on equity, arising from the interest it holds in each Subsidiary, effectively paid over the last twelve (12) months; and

iv. "Debentures' Debt Service" is the amount paid by the Issuer as Remuneration of Debentures and amortization of the Unit Face Value in the last twelve (12) months;

(...)"

1.3. The Parties resolved to amend Clauses 4.9.1 and 4.9.1.1 of the Indenture, which shall have the following wording:

« 4.9.1. The Unit Face Value of the Debentures shall not be adjusted for inflation. On the Unit Face Value or Balance of the Unit Face Value, where applicable, the following shall be incurred (i) interest corresponding to the accumulated variation of one hundred percent (100%) of the one-day average daily rate of Interbank Deposit rate (DI), over extra grupo, from the Date of Issue, inclusive, or the immediately previous Remuneration Payment Date (as defined below) (inclusive), where applicable, until July 28, 2015, exclusive, expressed as annual percentage based on two hundred and fifty-two (252) business days, calculated and disclosed by the CETIP in its daily bulletin on its website (http://www.cetip.com.br) ("<u>DI Rate</u>"), plus a spread or surcharge of one point two, eight percent (1.28%) p.a., based on two hundred and fifty-two (252) business days, pro rata temporis ("<u>Surcharge 1</u>"), defined as per the Bookbuilding Procedure; and (ii) from July 28, 2015, inclusive, until the Maturity Date or payment date as a result of the declaration of early maturity of the obligations arising from the Debentures, interest corresponding to the accumulated variation of one hundred percent (100%) of the DI Rate, exponentially added to a spread or surcharge of two percent (2.00%) p.a., based on two hundred and fifty-two (252) business days, pro rata temporis *("<u>Surcharge 2</u>" and, jointly with Surcharge 1, "<u>Surcharges on the DI Rate</u>") (items (i) and (ii) of this clause, are jointly referred to as "<u>Remuneration of the Debentures</u>")."*

" 4.9.1.1. The calculation of the Remuneration of the Debentures shall be based on the following formula:

J = VNe x (FatorDI x FatorSpread – 1)

where:

J = amount of the Remuneration of the Debentures at the end of each Capitalization Period (as defined below), calculated to eight (8) decimal places without rounding;

VNe = Unit Face Value or Balance of the Unit Face Value, as applicable, at the beginning of each Capitalization Period (as defined below), stated/calculated to eight (8) decimal places, without rounding;

FatorDI = product of DI Rates, from the beginning of each Capitalization Period, inclusive, to the calculation date, exclusive, to eight (8) decimal places, with rounding , calculated as follows:

$$\text{Fator DI} = \prod_{k=1}^{n} \left(1 + \text{TDI}_k\right)$$

where:

k = sequence number of the DI Rates, varying between 1 and n;

n = total number of DI Rates considered in each Capitalization Period, where 'n' is a whole number;

TDIk =DI Rate, order k, expressed per day, to eight (8) decimal places, with rounding , calculated as follows;

$$\text{TDI}_k = \left(\frac{\text{DI}_k}{100} + 1\right)^{\frac{1}{252}} - 1$$

where:

DIk = DI Rate, order k, disclosed by the CETIP, to two (2) decimal places;

FatorSpread = Fixed interest surcharge, to nine (9) decimal places, with rounding, calculated as follows;

$$\text{FatorSpread} = \left\{ \left[\left(\frac{\text{spread}}{100} + 1 \right)^{\frac{DP}{252}} \right] \right\}$$

where:

spread = one point two, eight (1.2800) as of the Date of Issue, inclusive, or the immediately previous Remuneration Payment Date (inclusive), where applicable, until July 28, 2015, exclusive;

spread = two (2.0000) as of July 28, 2015, inclusive, until the Maturity Date or payment date as a result of the declaration of early maturity of the obligations arising from the Debentures;

DP = number of business days between the Date of Issue or the immediately previous Remuneration Payment Date of the Debentures, as applicable, and the calculation date, where "DP" is a whole number;

The factor resulting from the expression. (1 + TDIk) has sixteen (16) decimal places, with no rounding.

Multiply the daily factors (1 + TDIk), and truncate the result to sixteen (16) decimal places at each accumulated daily factor by applying the next daily factor, and so on until the last factor considered.

When the factors are accumulated, the resulting factor is considered as the "DI Factor", to eight (8) decimal places, with rounding.

The factor resulting from the expression (FatorDI x FatorSpread) has nine (9) decimal places, with rounding.

The DI Rate shall be used based on the same number of decimal places disclosed by the CETIP."

CLAUSE II GENERAL PROVISIONS

2.1. RATIFICATION OF THE PROVISIONS OF THE INDENTURE

All the terms and conditions of the Indenture not expressly amended by this Second Amendment are hereby ratified and remain effective.

2.2. VALIDITY OF THE STATEMENTS

2.2.1. The Trustee hereby declares and ensures that all of the statements and guarantees provided in Clause 6.2 of the Indenture remain true, correct and entirely valid and effective on the date of signature of the Second Amendment.

2.2.2. The Issuer hereby declares that all the statements and guarantees provided for in Clause 8.1 of the Indenture remain true, correct and entirely valid and effective on the date of signature of the Second Amendment.

2.3. FINAL PROVISIONS

2.3.1. This Second Amendment, as well as further amendments to the Indenture, shall be filed with the JUCESP, pursuant to Paragraph 3, Article 62 of Brazilian Corporation Law.

2.3.2. This Second Amendment is signed irrevocably and irreversibly, the Issuer and the Trustee being, therefore, obliged to comply with it faithfully, timely and fully, on their behalf and on behalf of their successors and assignees, for any purpose.

2.3.3. This Second Amendment is governed by the Laws of the Federative Republic of Brazil.

2.3.4. The jurisdiction of the district of São Paulo is hereby elected, excluding any other jurisdiction, no matter how privileged, to resolve the issues that may arise from this First Amendment.

In witness whereof, the Issuer and the Trustee signed this Second Amendment in three (3) counterparts of equal content, in the presence of the two (2) witnesses below.

São Paulo, [•] [•], 2015.

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