

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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YATRA USA CORP.

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 16, 2016

YATRA USA CORP.

(Exact name of registrant as specified in its charter)

**Delaware
(State or other jurisdiction of
incorporation)**

**001-36547
(Commission
File Number)**

**46-4388636
(IRS Employer
Identification Number)**

**3225 McLead Drive, #100
Las Vegas, Nevada 89121
(Address of Principal Executive Offices) (Zip Code)**

**+91 124 3040500
(Registrant's Telephone Number, Including Area Code)**

**TERRAPIN 3 ACQUISITION CORPORATION
c/o Terrapin Partners, LLC
1700 Broadway, 18th Floor
New York, New York 10019
(Former Name or Former Address, if Changed Since Last Report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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-



Item 1.01. Entry into a Material Definitive Agreement.

On December 16, 2016, the business combination (the “Transaction”) of Terrapin 3 Acquisition Corporation (the “Company”) and Yatra Online, Inc. (“Yatra”) was completed pursuant to the terms of the Amended and Restated Business Combination Agreement, dated as of September 28, 2016, by and among Yatra, T3 Parent Corp., T3 Merger Sub Corp., the Company, MIHI LLC (“MIHI”) (solely for the purposes set forth therein) and Shareholder Representative Services LLC, as amended (the “Business Combination Agreement”). In connection with the consummation of the Transaction, the Company became a partially-owned subsidiary of Yatra and its name was changed to Yatra USA Corp., and the following agreements were entered into among the various parties to the Transaction:

Exchange and Support Agreement

The Company, Yatra and the holders (the “Exchanging Shareholders”) of the Company’s Class F common stock, par value \$0.0001 per share (the “Class F Common Stock”), entered into an Exchange and Support Agreement, dated as of December 16, 2016 (the “Exchange and Support Agreement”). Pursuant to the terms of the Exchange and Support Agreement, commencing on November 16, 2017, the Exchanging Shareholders have the right from time to time to exchange any or all of their shares of Class F Common Stock for the same amount of Yatra ordinary shares, par value \$0.0001 per share (the “Yatra Ordinary Shares”). Upon any such exchange, a corresponding number of Yatra Class F Shares, par value \$0.0001 per share (the “Yatra Class F Shares”), will be surrendered to Yatra and canceled. The right to make such exchange will expire on December 16, 2021.

The foregoing is a summary of the material terms of the Exchange and Support Agreement, and is qualified in its entirety by reference to the full text of the Exchange and Support Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amendment to Forward Purchase Contract

The Company and MIHI entered into an Amendment, dated December 16, 2016 (the “Forward Purchase Contract Amendment”), to the Forward Purchase Contract, dated July 16, 2014, between the Company and MIHI (the “Forward Purchase Contract”). Pursuant to the terms of the Forward Purchase Contract Amendment, MIHI purchased one-half of the number of the shares of the Company’s Class A common stock, par value \$0.0001 per share (the “Class A Common Stock”), and the number of warrants to purchase shares of Class A Common Stock that it agreed to purchase pursuant to the Forward Purchase Contract, immediately prior to the consummation of the Transaction. MIHI also relinquished the right to acquire any shares of Class F Common Stock under the Forward Purchase Contract. As a result, on December 16, 2016, MIHI purchased 2,000,000 shares of Class A Common Stock and 2,000,000 warrants to purchase shares of Class A Common Stock for an aggregate purchase price of \$20.0 million.

The foregoing is a summary of the material terms of the Forward Purchase Contract Amendment, and is qualified in its entirety by reference to the full text of the Forward Purchase Contract Amendment, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Forfeiture Agreement

The Company and the holders of Class F Common Stock entered into a Letter Agreement, dated December 16, 2016 (the “Forfeiture Agreement”), pursuant to which such holders forfeited to the Company one-half of the shares of Class F Common Stock held by such holders, effective as of immediately prior to the consummation of the Transaction (except that, because MIHI relinquished the right to acquire shares of Class F Common Stock pursuant to the Forward Purchase Contract Amendment, it forfeited 105,781 of its 1,211,563 shares of Class F Common Stock).

The foregoing is a summary of the material terms of the Forfeiture Agreement, and is qualified in its entirety by reference to the full text of the Forfeiture Agreement, a copy of which is attached as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On December 16, 2016, the Transaction was completed pursuant to the terms of the Business Combination Agreement. Under the Business Combination Agreement, as the first step in the business combination, T3 Merger Sub Corp. merged with and into the Company with the Company surviving the merger (the “First Merger”) as a partially owned subsidiary of T3 Parent Corp.

Immediately following the First Merger, T3 Parent Corp. merged with and into Yatra with Yatra surviving the merger (the “Second Merger” and together with the First Merger, the “Mergers”), pursuant to which the Company became a partially owned subsidiary of Yatra. Pursuant to the terms of the Business Combination Agreement, at the effective time of the Mergers: (i) the holders of the Class A Common Stock who did not properly redeem their shares of Class A Common Stock in connection with the stockholder vote to approve the Business Combination Agreement, became entitled to receive, one Yatra Ordinary Share in exchange for each share of Class A Common Stock held by them; (ii) the holders of the Class F Common Stock, retained their shares of Class F Common Stock and received one Yatra Class F Share for each share of Class F Common Stock held by them; and (iii) the holders of Yatra Ordinary Shares continued to hold one Ordinary Share for each Ordinary Share held by them. The Yatra Class F Shares are voting shares only and have no economic rights. Commencing on November 16, 2017, the holders of Class F Common Stock will be entitled from time to time to exchange their shares of Class F Common Stock for Yatra Ordinary Shares (on a share for share basis) and, upon such exchange, an equal number of Yatra Class F Shares held by the exchanging shareholder will be converted by Yatra into 0.00001 of an Ordinary Share for each Class F Share converted. As a result of the Transaction, each of the Company’s outstanding warrants ceased to represent a right to acquire shares of Class A Common Stock and instead represent the right to acquire the same number of Yatra Ordinary Shares, at the same exercise price and on the same terms as in effect immediately prior to the closing of the Transaction.

Yatra’s Ordinary Shares commenced trading on The NASDAQ Stock Market LLC (“NASDAQ”) under the ticker symbol “YTRA” on December 19, 2016. Following the completion of the Transaction, Yatra has 32,109,465 ordinary shares and 3,159,375 Class F shares outstanding.

The foregoing description of the Mergers and the Business Combination Agreement is qualified in its entirety by reference to the Business Combination Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing; Material Modification to Rights of Security Holders.

On December 16, 2016, in connection with the consummation of the Transaction, the Company notified NASDAQ that the Mergers had become effective and requested that NASDAQ file a Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), on Form 25 to notify the Securities and Exchange Commission (the “SEC”) that the Company’s Class A Common Stock, warrants and units were to be delisted and deregistered under Section 12(b) of the Exchange Act. As a result of the Mergers having become effective, NASDAQ determined to permanently suspend trading of the Company’s Class A Common Stock, warrants and units after the close of trading on December 16, 2016. The deregistration will become effective 10 days from the filing of the Form 25. The Company intends to file a Form 15 with the SEC in order to complete the deregistration of the Company’s securities under the Exchange Act.

Item 3.02. Unregistered Sales of Equity Securities.

To the extent required by Item 3.02 of Form 8-K, the disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this item 3.02.

Item 3.03. Material Modifications to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the disclosure set forth in Items 1.01 and 2.01 of this Current Report on Form 8-K is incorporated by reference in this item 3.03.

Item 5.01. Changes in Control of Registrant.

To the extent required by Item 5.01 of Form 8-K, the disclosure set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference in this item 5.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the consummation of the Transaction, each of Nathan Leight, Sanjay Arora, Jonathan Kegan, Rob Redmond, George Brokaw and Victor Mendelson ceased to be a director of the Company. Following the Transaction, Yatra, as the sole holder of shares of Class A Common Stock, appointed Dhruv Shringi and Alok Vaish to serve as directors of the Company.

Also, in connection with consummation of the Transaction, the following officers of the Company resigned their respective positions: Sanjay Arora (Chief Executive Officer) and Guy Barudin (Chief Operating Officer and Chief Financial Officer). Following the Transaction, the board of directors of the Company appointed the following officers: Dhruv Shringi (President and Chief Executive Officer), Alok Vaish (Chief Financial Officer) and Darpan Batra (Secretary and Treasurer).

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the consummation of the Transaction, at the effective time of the First Merger, the amended and restated articles of incorporation of the Company were amended to name the surviving corporation “Yatra USA Corp.” and to otherwise read the same as the articles of incorporation of T3 Merger Sub Corp. in effect immediately prior to the effective time of the Mergers and as so amended are the articles of incorporation of the surviving corporation. The articles of incorporation of the surviving corporation are attached as Exhibit 3.1 hereto and incorporated herein by reference.

On December 16, 2016, the Company issued a press release announcing the completion of the Transaction. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1*	Amended and Restated Business Combination Agreement, dated September 28, 2016, by and among the Company, Yatra, T3 Parent Corp., T3 Merger Sub Corp., MIHI and Shareholder Representative Services LLC, solely in its capacity as the Shareholders' Representative (incorporated by reference to Exhibit 2.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on September 30, 2016).
3.1	Articles of Incorporation of Yatra USA Corp.
10.1	Exchange and Support Agreement, dated December 16, 2016, by and among, Yatra, the Company, and the holders of Class F Common Stock party thereto.
10.2	Forward Purchase Contract Amendment, dated as of December 16, 2016, between MIHI, the Company and Yatra.
10.3	Letter Agreement, dated as of December 16, 2016, by and among the Company, Yatra, MIHI, Apple Orange LLC, Noyac Path LLC, Periscope, LLC, Terrapin Partners Employee Partnership 3 LLC, Terrapin Partners Green Employee Partnership, LLC, Jonathan Kagan, George Brokaw and Victor Mendelson.
99.1	Press Release, dated December 16, 2016.

* Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

YATRA USA CORP.

By: /s/ Dhruv Shringi

Name: Dhruv Shringi

Title: Chief Executive Officer

Date: December 22, 2016

EXHIBIT INDEX

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99.1	Press Release, dated December 16, 2016.

* Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

**CERTIFICATE OF INCORPORATION
OF
YATRA USA CORP.**

**ARTICLE I
NAME**

The name of the corporation is Yatra USA Corp. (the “*Corporation*”).

**ARTICLE II
PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “*DGCL*”). In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges that are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

**ARTICLE III
REGISTERED AGENT**

The address of the registered office of the Corporation in the State of Delaware is Vcorp Services, LLC, 1013 Centre Road Suite 403-B, Wilmington, New Castle County, Delaware 19805, and the name of the Corporation’s registered agent at such address is Vcorp Services, LLC.

**ARTICLE IV
CAPITALIZATION**

4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of \$0.0001 per share, which the Corporation is authorized to issue is 100,000,000 shares of common stock (the “*Common Stock*”), including (i) 90,000,000 shares of Class A Common Stock (the “*Class A Common Stock*”) and (ii) 10,000,000 shares of Class F Common Stock (the “*Class F Common Stock*”).

4.2 Common Stock.

(a) The holders of shares of Class A Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of the Common Stock are entitled to vote. The Class F Common Stock shall be non-voting except as expressly provided in this Certificate of Incorporation.

(b) Class F Common Stock.

(i) Shares of Class F Common Stock are exchangeable for Ordinary Shares of Yatra Online, Inc., a Cayman Islands exempted company limited by shares (“*Parent*”), upon the terms and subject to the conditions specified in the Exchange and Support Agreement, dated December 15, 2016 (the “*Exchange Agreement*”), by and among Parent, the Corporation and the holders of shares of Class F Common Stock party thereto.

(ii) To the extent an outstanding share of Class F Common Stock shall be exchanged for an Ordinary Share of Parent in accordance with the Exchange Agreement, such share of Class F Common Stock shall be cancelled and no longer considered outstanding.

(iii) Holders of shares of Class F Common Stock shall be entitled to all of the rights, preferences and privileges specified in the Exchange Agreement.

(c) Except as otherwise required by law, this Certificate of Incorporation or the Exchange Agreement, at any annual or special meeting of the stockholders of the Corporation, the holders of the Class A Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders.

(d) The holders of shares of the Class A Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor, and shall share equally on a per share basis in such dividends and distributions. The holders shares of the Class F Common Stock shall be entitled to receive such dividends or other distributions (payable in cash, property or capital stock of the Corporation) as provided in the Exchange Agreement.

(e) In addition to any vote as may be required of the holders of shares of Class A Common Stock, during the period prior to December 15, 2022, the vote, approval or consent of the holders of two-thirds (2/3) of the outstanding shares of Class F Common Stock, voting as a separate class, shall be required in order for the Corporation to voluntarily liquidate, dissolve or windup of the Corporation. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of the Common Stock held by them.

ARTICLE V BOARD OF DIRECTORS

5.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors (the "**Board**"). In addition to the powers and authority expressly conferred upon the Board by statute, this Certificate of Incorporation or the Bylaws ("**Bylaws**") of the Corporation, the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL and this Certificate of Incorporation.

5.2 Number, Election and Term.

(a) The number of directors of the Corporation shall be fixed from time to time exclusively by the Board pursuant to a resolution adopted by a majority of the Board.

(b) A director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

(d) Unless and except to the extent that the Bylaws shall so require, the election of directors need not be by written ballot.

5.3 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal or other cause may be filled solely by a majority vote of the remaining directors then in office or by the holders of a majority of the outstanding shares of Class A Common Stock and any director so chosen shall hold office until the next annual meeting of stockholders, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

5.4 Removal. Any or all of the directors may be removed from office at any time, with or without cause, by the affirmative vote of holders of a majority of the shares of Class A Common Stock.

**ARTICLE VI
BYLAWS**

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power to adopt, amend, alter or repeal the Bylaws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter or repeal the Bylaws, unless otherwise specified in the Bylaws. The Bylaws also may be adopted, amended, altered or repealed by the stockholders; provided, however, the affirmative vote of the holders of at least a majority of the shares of Class A Common Stock shall be required for the stockholders to adopt, amend, alter or repeal the Bylaws, unless otherwise specified in the Bylaws; and provided further, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

**ARTICLE VII
MEETINGS OF STOCKHOLDERS; ACTION BY WRITTEN CONSENT**

7.1 Meetings. Subject to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, Chief Executive Officer of the Corporation, or the Board pursuant to a resolution adopted by a majority of the Board, or by the holders of a majority of the outstanding shares of Class A Common Stock.

7.3 Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected by a written consent of the stockholders holding a sufficient number of shares as would be required to take such action.

ARTICLE VIII LIMITED LIABILITY; INDEMNIFICATION

8.1 Limitation of Director Liability. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

Section 8.2 Indemnification and Advancement of Expenses.

(a) To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “*proceeding*”) by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (an “*indemnitee*”), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys’ fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such indemnitee in connection with such proceeding. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys’ fees) incurred by an indemnitee in defending or otherwise participating in any proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it shall ultimately be determined that the indemnitee is not entitled to be indemnified under this Section 8.2 or otherwise. The rights to indemnification and advancement of expenses conferred by this Section 8.2 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. Notwithstanding the foregoing provisions of this Section 8.2(a), except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

(b) The rights to indemnification and advancement of expenses conferred on any indemnitee by this Section 8.2 shall not be exclusive of any other rights that any indemnitee may have or hereafter acquire under law, this Certificate of Incorporation, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Section 8.2 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate of Incorporation inconsistent with this Section 8.2, shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

(d) This Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than indemnitees.

ARTICLE IX CORPORATE OPPORTUNITY

The doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to any officers or directors of the Corporation, in circumstances where the application of any such doctrine would conflict with any fiduciary duties or contractual obligations they may have as of the date of this Certificate of Incorporation or in the future. In addition to the foregoing, the doctrine of corporate opportunity shall not apply to any other corporate opportunity with respect to any of the officers or directors of the Corporation unless such corporate opportunity is offered to such person solely in his or her capacity as an officer or director of the Corporation and such opportunity is one the Corporation is legally and contractually permitted to undertake and would otherwise be reasonable for the Corporation to pursue.

ARTICLE X AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL; provided, that any amendment, alteration, change or repeal of any provision of this Certificate of Incorporation which affects the rights, preferences and privileges of the holders of shares of Class F Common Stock shall require the vote, approval or consent of the holders of two-thirds (2/3) of the outstanding shares of Class F Common Stock, voting as a separate class; and, except as set forth in *Article VIII*, all rights, preferences and privileges herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this *Article X*.

EXCHANGE AND SUPPORT AGREEMENT

by and among

YATRA ONLINE, INC.

and

**THE HOLDERS OF SHARES OF CLASS F COMMON STOCK OF
TERRAPIN 3 ACQUISITION CORPORATION**

Dated December 16, 2016

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EXCHANGE AND SUPPORT AGREEMENT

Exchange and Support Agreement, dated December 16, 2016 (this “**Agreement**”), by and among, Yatra Online, Inc., a Cayman Islands exempted company limited by shares (“**Parent**”), Yatra USA Corp. (f/k/a Terrapin Acquisition 3 Corporation), a Delaware corporation (the “**Company**”), and the holders of Class F Common Stock of the Company signatories hereto and their Permitted Transferees (as defined herein) (each an “**Exchanging Shareholder**” and, collectively, the “**Exchanging Shareholders**”).

RECITALS

This Agreement is entered into in connection with the consummation of the transactions contemplated by the Amended and Restated Business Combination Agreement by and among Parent and the Company, dated as of September 28, 2016 (such transactions being the “**Business Combination**”).

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in Memorandum and Articles. For the purposes of this Agreement the following capitalized terms have the following meanings:

“**Agreement**” has the meaning specified in the introduction.

“**Business Day**” means any day during a calendar year which is not a Saturday, Sunday or a day on which commercial banks in New York, New York are required by Law or permitted to be closed.

“**Business Combination**” has the meaning specified in the Recitals.

“**Certificate of Incorporation**” means the Second Amended and Restated Certificate of Incorporation of the Company.

“**Class A Common Stock**” means the Class A Common Stock, par value \$0.0001, of the Company and any equity securities issued or issuable in exchange for, or with respect to, such shares of Class A Common Stock (i) by way of a dividend, split or combination of equity interest or (ii) in connection with a reclassification, recapitalization, merger, consolidation or other reorganization.

“**Class F Common Stock**” means the Class F Common Stock, par value \$0.0001, of the Company and any equity securities issued or issuable in exchange for, or with respect to, such shares of Class A Common Stock (i) by way of a dividend, split or combination of equity interest or (ii) in connection with a reclassification, recapitalization, merger, consolidation or other reorganization.

“**Company**” has the meaning specified in the introduction.

“**Designated Recipient(s)**” means the Exchanging Shareholder or any other person the Exchanging Shareholder designates as a recipient in the Exchange Notice, as applicable.

“**Exchange Amount**” has the meaning specified in Section 2.2(a).

“**Exchange Date**” means a date specified in any Exchange Notice as the “Exchange Date,” which must not be less than five (5) nor greater than forty five (45) calendar days after the date upon which the Exchange Notice is received by the Company.

“**Exchange Notice**” has the meaning specified in Section 2.2(a).

“**Exchange Ratio**” has the meaning specified in Section 3.1.

“**Exchange Right**” has the meaning specified in Section 2.1.

“**Exchanging Shareholder**” has the meaning specified in the introduction.

“**Fundamental Transaction**” has the meaning specified in Section 4.5(c).

“**Governmental Authority**” has the meaning specified in Section 4.6.

“**Joinder Agreement**” means a joinder agreement, pursuant to which a Permitted Transferee will thereupon become a party to, and be bound by and obligated to comply with the terms and provisions of, this Agreement as an Exchanging Shareholder.

“**Memorandum and Articles**” means the Sixth Amended and Restated Memorandum and Articles of Association of Parent, dated December 16, 2016, as amended from time to time in accordance with its terms.

“**Obligation**” means the obligation to deliver the Reciprocal Ordinary Shares upon exercise of the exchange rights pursuant to Article II hereof.

“**Ordinary Shares**” means the Ordinary Shares of Parent, par value \$0.0001 per share, and any equity securities issued or issuable in exchange for, or with respect to, such Ordinary Shares (i) by way of a dividend, split or combination of equity interest or (ii) in connection with a reclassification, recapitalization, merger, consolidation or other reorganization.

“**Parent**” has the meaning specified in the introduction.

“**Permitted Transferee**” has the meaning specified in Section 7.7.

“**Powers**” has the meaning specified in Section 2.2(a).

“**Proposed Consummation Date**” has the meaning specified in Section 4.5(d).

“**Reciprocal Ordinary Shares**” means Ordinary Shares equal to the product of (A) the Exchange Amount as set forth in the Exchange Notice and Share Notice, multiplied by (B) the Exchange Ratio, as adjusted herein.

“**Registration Statement**” means a registration statement filed by the Parent with the Securities and Exchange Commission in compliance with the Securities Act, all as the same shall be in effect at the time, and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Share Notice**” has the meaning specified in Section 2.2(b).

“**Transfer**” of securities shall be construed broadly and shall include any direct or indirect issuance (other than an issuance of securities by the Company), sale, assignment, transfer, participation, gift, bequest, distribution, or other disposition thereof, or any pledge or hypothecation thereof, placement of a lien thereon or grant of a security interest therein or other encumbrance thereon, in each case whether voluntary or involuntary or by operation of law or otherwise. Notwithstanding anything to the contrary contained herein, Transfer shall not include the sale or transfer of Reciprocal Ordinary Shares to an Exchanging Shareholder in connection with the exchange of its shares of Class F Common Stock.

“**Transfer Agent**” means Continental Stock Transfer & Trust Company, or such other financial institution as may from time to time be designated by Parent to act as its transfer agent for Ordinary Shares.

Section 1.2 Terms Generally. In this Agreement, unless otherwise specified or where the context otherwise requires:

- (a) the headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement;
- (b) words importing any gender shall include other genders;
- (c) words importing the singular only shall include the plural and vice versa;
- (d) the words “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation”;
- (e) the words “this Agreement,” “hereof,” “herein,” “hereby,” “hereunder” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless expressly so limited;

(f) references to “Articles,” “Exhibits,” “Sections” or “Schedules” shall be to Articles, Exhibits, Sections or Schedules of or to this Agreement unless otherwise indicated;

(g) references to any Person include the successors and permitted assigns of such Person;

(h) the use of the words “or,” “either” and “any” shall not be exclusive;

(i) references to “\$” or “dollars” means the lawful currency of the United States of America;

(j) references to any agreement, contract or schedule, unless otherwise stated, are to such agreement, contract or schedule as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; and

(k) the parties hereto have participated collectively in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or question of intent or interpretation arises, it is the intention of the parties that this Agreement shall be construed as if drafted collectively by the parties hereto, and that no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

ARTICLE II EXCHANGE RIGHT

Section 2.1 Exchange Right. Commencing on November 13, 2017, each Exchanging Shareholder shall have the right (an “**Exchange Right**”) at any time and from time to time, upon the terms and subject to the conditions hereof, to surrender any or all of the shares of Class F Common Stock held by such Exchanging Shareholder to the Company in exchange for Reciprocal Ordinary Shares, as provided in and subject to the adjustments set forth in this Agreement.

Section 2.2 Exchange Right Procedures. Any Exchanging Shareholder that elects to exercise the exchange right set forth in Section 2.1 shall tender to the Company the applicable number of shares of Class F Common Stock to the Company in exchange for Reciprocal Ordinary Shares in accordance with the following procedures:

(a) The Exchanging Shareholder shall deliver to the Company: (i) a notice, with a simultaneous copy to Parent, substantially in the form attached hereto as Exhibit A (an “**Exchange Notice**”) specifying among other things (A) the number of shares of Class F Common Stock that such Exchanging Shareholder wishes to exchange, which shall not be less than 10,000 shares of Class F Common Stock (the “**Exchange Amount**”), (B) the proposed Exchange Date, and (C) the Designated Recipient(s); and (ii) powers of transfer for the shares of Class F Common Stock guaranteed in a reasonable form to be designated by the Transfer Agent (“**Powers**”);

(b) As promptly as practicable and no later than one (1) Business Day following the receipt of an Exchange Notice from an Exchanging Shareholder, the Company shall deliver to Parent a notice substantially in the form attached hereto as Exhibit B (a “**Share Notice**”) specifying the Exchange Amount and the number of Reciprocal Ordinary Shares to be issued to the Exchanging Shareholder in connection with such exchange, together with a copy of the relevant Exchange Notice and Powers;

(c) As promptly as practicable and no later than five (5) Business Day after the delivery by the Company of a Share Notice to Parent, Parent shall instruct the Transfer Agent to:

(i) issue to the Exchanging Shareholder or the Designated Recipient(s) as applicable, on the Exchange Date, the number of Reciprocal Ordinary Shares specified in the Share Notice, by registering such Reciprocal Ordinary Shares in the Parent’s register of members in the name of the Exchanging Shareholder or the Designated Recipient(s) as applicable; and

(ii) upon receipt by Parent of the relevant required documents, register such issuance of Reciprocal Ordinary Shares as an issuance by Parent in exchange for (A) a number of shares of Class A Common Stock issued to Parent pursuant to Section 2.2 (d) below, and (B) in exchange for the redemption of the number of shares of Class F Common Stock tendered for exchange by the Exchanging Shareholder.

(d) Upon issuance by Parent of the Reciprocal Ordinary Shares and registration in the Parent’s register of members in the name of the Exchanging Shareholder or the Designated Recipient(s), as applicable, the Company shall issue to Parent a number of shares of Class A Common Stock equal to the product of (A) the Exchange Amount as set forth in the Exchange Notice and Share Notice, multiplied by (B) the Exchange Ratio, and shall cancel a number of shares of Class F Common Stock held by the Exchanging Shareholder equal to the Exchange Amount.

(e) The Company shall be entitled to deduct and withhold from the Reciprocal Ordinary Shares due to any Exchanging Shareholder pursuant to this Agreement any number of shares the Company is required to deduct and withhold with respect to the making of such exchange under the Code or any other provision of federal, state, local or foreign tax law. To the extent that shares are withheld from the Reciprocal Ordinary Shares due to such Exchanging Shareholder by the Company, such withheld shares shall be treated for all purposes of this Agreement as having been delivered to the Exchanging Shareholder to whom such shares would otherwise have been delivered to.

Section 2.3 Effect on Class F Common Stock Surrendered. Upon issuance and registration by Parent of the Reciprocal Ordinary Shares pursuant to Section 2.2(c) above, on the relevant Exchange Date in connection with an exchange contemplated by an Exchange Notice which has not been revoked, the Exchanging Shareholder shall cease to be a holder of the portion of such shares of Class F Common Stock being surrendered for exchange and shall have no further rights whatsoever with respect to such securities. Following receipt by the Designated Recipient(s) of the Reciprocal Ordinary Shares, and provided there has been no revocation of the applicable Exchange Notice by the Exchanging Shareholder in advance of such receipt, the surrendered shares of Class F Common Stock shall be deemed cancelled by the Company.

Section 2.4 [RESERVED].

Section 2.5 Take-Overs, Mergers and Registrations. Parent and the Company shall expeditiously and in good faith provide holders of shares of Class F Common Stock with sufficient notice so that such holders may participate by exercising their rights under Section 2.2(a) in any take-over bid, merger, consolidation, share exchange offer, third party or issuer tender offer, arrangement or similar transaction or Registration Statement involving the Ordinary Shares and, to facilitate participation in any such transaction or Registration Statement, to adopt reasonable modifications (following good faith consultation with the Exchanging Shareholders) to the exchange procedures set forth in this Agreement so that any exercise required in respect thereof shall be effective only upon, and shall be conditional upon, the closing of such transaction or effectiveness of such Registration Statement.

ARTICLE III EXCHANGE RATIO

Section 3.1 Exchange Ratio; Adjustment of Exchange Ratio. Except as otherwise adjusted as provided for in Section 4.5, the ratio which each share of Class F Common Stock is exchangeable for a Ordinary Share shall be one (1) to one (1) (the “**Exchange Ratio**”).

ARTICLE IV SUPPORT

Section 4.1 Taxes. Any and all share issuances or contributions hereunder shall be made free and clear of any and all present or future liens, encumbrances, transfer taxes and all liabilities with respect thereto. Each party shall pay any and all transfer taxes that he, she or it is required to pay under applicable law.

Section 4.2 No Effect on Agreement. Except as provided in this Agreement or otherwise agreed to by the parties hereto in writing, the obligations of Parent under this Agreement shall not be altered, limited, impaired or otherwise affected by:

- (a) any modification or amendment, in whole or in part, of the terms of the shares of Class F Common Stock or any other instrument or agreement evidencing or relating to any of the foregoing, except to the extent adopted in accordance with the Certificate of Incorporation;
- (b) any change, whether direct or indirect, in Parent’s relationship to the Company, including any such change by reason of any merger or consideration or any sale, transfer, issuance, spin-off, distribution or other disposition of any stock, equity interest or other security of Parent or any other entity;
- (c) the failure by an Exchanging Shareholder to bring an action against the Company, Parent or any other party liable on the Obligation as a condition precedent to the exercise of its rights under this Agreement;

(d) any proceeding, voluntary or involuntary, involving bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Parent or the Company or any defense which Parent or the Company may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding; and

(e) any other act or omission that may or might otherwise operate as a discharge of Parent as a matter of law or equity, other than the performance of the Obligation and this Agreement.

Section 4.3 Continuing Agreement. This Agreement shall be construed as a continuing, absolute and unconditional, subject to the compliance by the parties with the requirements and procedures set forth herein, agreement to issue Reciprocal Ordinary Shares (or other property as provided herein) and a guarantee of performance of the Obligation and shall not be conditioned or contingent upon the pursuit by Exchanging Shareholders at any time of any right or remedy against Parent or the Company. This Agreement shall remain in full force and effect until it is terminated in accordance with Section 7.1.

Section 4.4 Reservation of Shares. The Company shall take note that, at all times while shares of Class F Common Stock are outstanding or are issuable (whether such obligation is absolute or contingent) pursuant to this Agreement and/or the Memorandum and Articles, reserve and keep available, from its authorized and unissued share capital, sufficient Ordinary Shares solely for issuance and delivery as and when required under this Agreement and/or such other agreements.

Section 4.5 Dilutive Actions; Dividends; Issuances; Shareholder Rights; Fundamental Transactions.

(a) If there is: (1) any division or subdivision (by split, distribution, reclassification, recapitalization, reorganization or otherwise) or combination or consolidation (by reverse split, reclassification, recapitalization, reorganization or otherwise) of the shares of Class F Common Stock, Parent shall cause it to be accompanied by an identical proportionate division, subdivision, consolidation or combination of the Ordinary Shares; or (2) any division or subdivision (by split, distribution, reclassification, recapitalization, reorganization or otherwise) or combination or consolidation (by reverse split, reclassification, recapitalization, reorganization or otherwise) of the Ordinary Shares, Parent and the Company shall cause it to be accompanied by an identical proportionate division, subdivision, consolidation or combination of the shares of Class F Common Stock.

(b) In the event that Parent shall cause a dividend or other distribution to be made on the Ordinary Shares (whether in the form of cash, securities, properties or other assets), Parent shall take all necessary actions (including making contributions of cash, securities, property or other assets) so as to allow the Company to declare and pay, and the Company shall declare and pay (and Parent shall cause the Company to declare and pay) a dividend or distribution on each share of Class F Common Stock which shall be identical to the dividend or distribution paid on each Ordinary Share, at the same time as such dividend or distribution shall be paid on the Ordinary Shares.

(c) In the event of any merger, acquisition, reorganization, consolidation, or liquidation of Parent involving a payment or distribution of cash, securities or other assets to the holders of Ordinary Shares or any reclassification or other similar transaction as a result of which the Ordinary Shares are converted into, among other things, another security and the shares of Class F Common Stock shall remain outstanding (a “**Fundamental Transaction**”), then the exchange provisions of this Agreement shall thereafter permit the exchange of shares of Class F Common Stock for the amount of such cash, securities or other assets which an Exchanging Shareholder would have received had he, she or it made an exchange for Ordinary Shares immediately prior to such Fundamental Transaction, regardless of whether such exchange would actually have been permitted at such time and taking into account any adjustment as a result of any division or subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination or consolidation (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such merger, acquisition, consolidation, reclassification, reorganization, recapitalization or other similar transaction. For the avoidance of doubt, if there is any reclassification, reorganization, recapitalization or other similar transaction in which the Ordinary Shares are converted or changed into another security, securities or other property, this Agreement shall continue to be applicable, mutatis mutandis, with respect to such security, securities or other property.

(d) Parent shall provide all Exchanging Shareholders with notice of any transaction referred to in clause (a) and (c) of this Section 4.5 promptly after the Company provides notice of any such proposed transaction, or otherwise proposes such transaction, to its shareholders but in no event later than (i) ten (10) Business Days prior to record date of such transaction, if applicable, or (ii) twenty (20) Business Days prior to the applicable effective date or expiration date of such transaction, or (iii) in any such case, such earlier time as notice thereof shall be required to be given pursuant to Rule 10b-17 under the Exchange Act. Such notice shall specify all material terms of such transaction, the record date (if applicable), the proposed date of consummation of such transaction (the “**Proposed Consummation Date**”) and the effect of such transaction on the Exchange Ratio.

(e) All holders of shares of Class F Common Stock shall receive all notices, proxies, reports and other documents delivered to holders of Ordinary Shares as if such holders of shares of Class F Common Stock were holders of Ordinary Shares. All holders of shares of Class F Common Stock shall be entitled to attend all meetings, whether annual or extraordinary, of the shareholders of Parent as if such holders of Class F Common Stock were holders of Ordinary Shares and receive such prior notice of such meetings at substantially the same time as holders of Ordinary Shares.

Section 4.6 Government Authority Approval. Parent and the Exchanging Shareholders shall cooperate with one another in (a) determining whether any action in respect of (including any filing with), or consent, approval, registration or qualification (other than registration under the Securities Act) or waiver by, any governmental authority under any United States federal or state law (a “**Governmental Authority**”) is required in connection with the issuance of Reciprocal Ordinary Shares upon an exchange pursuant to Article II hereof, (b) using their respective commercially reasonable efforts to take any such actions (including making any filing or furnishing any information required in connection therewith) in order to obtain any such consent, approval, registration, qualification or waiver required in connection with an exchange to be effected in accordance with Article II hereof on a timely basis and (c) keeping the other party promptly informed in all material respects with respect to any communication given or received in connection with any such action, consent, approval or waiver, including using reasonable efforts to provide to each other in advance any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party; provided, that any and all fees, costs and expenses required to be incurred by either Parent or the Exchanging Shareholders in connection with obtaining any such consent, approval, registration or qualification or waiver by, any Governmental Authority shall be paid by the Exchanging Shareholders.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Parent. Parent represents and warrants as of the date hereof and as of the date of each exchange effected in accordance with Article II hereof that (i) it is an exempted company limited by shares and is existing in good standing under the laws of the Cayman Islands, (ii) it has all requisite power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and to issue the Reciprocal Ordinary Shares in accordance with the terms hereof, (iii) the execution and delivery of this Agreement by Parent and the consummation by it of the transactions contemplated hereby (including, without limitation, the issuance of the Reciprocal Ordinary Shares) have been duly authorized by all necessary action on the part of Parent, including but not limited to all actions necessary to ensure that the issuance of Reciprocal Ordinary Shares pursuant to the transactions contemplated hereby, to the fullest extent of the Parent's Board of Directors' power and authority and to the extent permitted by law, shall not be subject to any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover laws and regulations" of any jurisdiction that may purport to be applicable to this Agreement or the transactions contemplated hereby, (iv) this Agreement constitutes a legal, valid and binding obligation of Parent enforceable against Parent in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, the execution, delivery and performance of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby (including the issuance of the Reciprocal Ordinary Shares) will not result in a violation of the Memorandum and Articles; (v) upon each issuance to a Designated Recipient as contemplated by this Agreement, and registration in the Parent's register of members, the Reciprocal Ordinary Shares so issued will be duly authorized and validly issued, fully paid and non-assessable and will be free of restrictions on transfer other than those existing by operation of applicable securities laws and will be free from all liens and charges imposed by Parent in respect of the issue thereof; and (vi) to the extent Ordinary Shares are listed on a national securities exchange, all Ordinary Shares shall, at all times that shares of Class F Common Stock are exchangeable, be duly approved for listing subject to official notice of issuance on each securities exchange, if any, on which the Ordinary Shares is then listed.

Section 5.2 Representations and Warranties of the Exchanging Shareholders. Each Exchanging Shareholder, severally and not jointly, represents and warrants that as of the date hereof and as of the date of each Exchange (i) if it is not a natural person, that it is duly incorporated or formed and, the extent such concept exists in its jurisdiction of organization, is in good standing under the laws of such jurisdiction, (ii) it has all requisite legal capacity and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby, (iii) if it is not a natural person, the execution and delivery of this Agreement by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other entity action on the part of such Exchanging Shareholder, (iv) this Agreement constitutes a legal, valid and binding obligation of such Exchanging Shareholder enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, (v) the execution, delivery and performance of this Agreement by such Exchanging Shareholder and the consummation by such Exchanging Shareholder of the transactions contemplated hereby will not, if it is not a natural person, result in a violation of the certificate of incorporation and bylaws or other organizational constituent documents of such Exchanging Shareholder or, and (vi) that any Designated Recipient shall have all necessary legal authority under applicable laws to hold the Reciprocal Ordinary Shares.

ARTICLE VI SECURITIES LAW MATTERS

Section 6.1 Securities Law Transfer Restrictions. Each Exchanging Shareholder agrees that it shall not offer, sell or otherwise Transfer any Ordinary Shares issued pursuant to this Agreement other than (a) to the Parent or the Company, (b) in compliance with the Securities Act or applicable laws of any State or other jurisdiction governing the offer and sale of securities or (c) in a transaction that does not require registration under the Securities Act or the laws of any applicable State or other jurisdiction governing the offer and sale of securities, but only if the Exchanging Shareholder has furnished to Parent, with a copy to the Company, a customary opinion of counsel, reasonably satisfactory to Parent and the Company, prior to such sale or Transfer to the extent reasonably requested by the Company. Each Exchanging Shareholder consents to the Parent and Company making a notation on its records and giving instructions to any registrar and transfer agent not to record any Transfer of securities of Parent and the Company held by such Exchanging Shareholder without first being notified by the Company that it is reasonably satisfied that such Transfer is exempt from, or not subject to, the registration requirements of the Securities Act. The Company shall promptly notify the Transfer Agent upon reasonably determining that a proposed Transfer is exempt from, or not subject to, the registration requirements of the Securities Act.

Section 6.2 Register of Members and Notation

(a) Ordinary Shares. Each of the Parent, the Company and the Exchanging Shareholders acknowledge and agree that all Reciprocal Ordinary Shares issued pursuant to this Agreement shall be issued and registered in the Parents register of members. In connection with the issuance of Reciprocal Ordinary Shares, the Parent, the Company and the Exchanging Shareholders acknowledge the following notation (or a similar notation) may be placed in the Parent's register of members:

“THE RECIPROCAL ORDINARY SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM PURSUANT TO APPLICABLE LAW. ANY OFFER, SALE, ASSIGNMENT, TRANSFER OR OTHER DISPOSITION OF THIS SECURITY IN A TRANSACTION THAT IS NOT REGISTERED UNDER THE SECURITIES ACT IS SUBJECT TO THE COMPANY’S RIGHT TO REQUIRE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.”

If such notation has been placed in the Parent’s register of members, the Parent shall, at the request of an Exchanging Shareholder, remove or caused to be removed from such register the notation described in this [Section 6.1\(a\)](#), if it is reasonably satisfied (based upon opinion of counsel addressed to Parent reasonably satisfactory to Parent and the Company, or in the case of an Exchanging Shareholder proposing to transfer such securities, pursuant to Rule 144(b)(1) of the Securities Act, a customary certificate addressed to Parent confirming compliance with such exemptions, reasonably satisfactory to Parent and the Company) that such notation is no longer required under applicable requirements of the Securities Act.

(b) [Book Entry Transfer](#). The Parent shall register all issuances and transfers of Reciprocal Ordinary Shares made in accordance with the terms of this Agreement, in its register of members.

[Section 6.3 Supplemental Listing](#). If any shares of the Ordinary Shares are listed on any national stock exchange, Parent shall take all such actions as may be necessary to ensure that the shares of Reciprocal Ordinary Shares issuable hereunder shall be duly approved for listing subject to official notice of issuance on each securities exchange, if any, on which the Ordinary Shares is then listed. Parent shall take all such actions as may be necessary to ensure that all such Reciprocal Ordinary Shares may be so issued without violation of any requirements of any domestic stock exchange upon which Ordinary Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Parent upon each such issuance).

ARTICLE VII MISCELLANEOUS

[Section 7.1 Termination](#). This Agreement shall terminate upon the earlier of (i) the date that no shares of Class F Common Stock remain outstanding (whether such obligation is absolute or contingent), (ii) the mutual written consent of Parent, the Company and each of the Exchanging Shareholders or (iii) the date that is five (5) years after the date of this Agreement; provided, however, that Article V, Article VI and this Article VII shall survive such termination.

[Section 7.2 Parent’s Waivers](#). Subject to the compliance by the parties with the requirements and procedures set forth herein, (i) Parent waives any and all notice of the creation, renewal, extension or accrual of the Obligation and notice of or proof of reliance by the Exchanging Shareholders upon this Agreement or acceptance of this Agreement, and (ii) the Obligation shall conclusively be deemed to have been created, contracted, incurred, renewed, extended, amended or waived in reliance upon this Agreement, and all dealings between Parent and the Exchanging Shareholders shall likewise be conclusively presumed to have been had or consummated in reliance upon this Agreement. Subject to the compliance by the parties with the requirements and procedures set forth herein, Parent waives presentment, demand, notice, and protest of all instruments included in or evidencing the Obligation and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of any such instrument or this Agreement.

Section 7.3 Election of Remedies. Each and every right, power and remedy herein given to the Exchanging Shareholders, or otherwise existing, shall be cumulative and not exclusive, and be in addition to all other rights, powers and remedies now or hereafter granted or otherwise existing. Each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised, from time to time and as often and in such order as may be deemed expedient by any of the Exchanging Shareholders.

Section 7.4 Effect of Delay or Omission to Pursue Remedy. No single or partial waiver by a party of any right, power or remedy, or delay or omission by any party in the exercise of any right, power or remedy which they may have shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any waiver given by any party of any right, power or remedy in any one instance shall only be effective in that specific instance, and only by the party expressly giving such waiver, and only for the purpose for which given, and will not be construed as a waiver of any right, power or remedy on any future occasion. No waiver of any term, covenant or provision of this Agreement, or consent given hereunder, shall be effective unless given in writing by the party to be bound thereby.

Section 7.5 Amendment. This Agreement may not be modified, amended, terminated or revoked, in whole or in part, except by an agreement in writing signed each of by the Company, Parent and each of the Exchanging Shareholders.

Section 7.6 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been sufficiently given to any party hereto if personally delivered or if sent by telecopy or other electronic means, receipt confirmed, or by registered or certified mail, return receipt requested, or by recognized courier service, postage or other charges prepaid addressed as follows:

(a) If to the Company:

Yatra USA Corp.
3225 McLeod Drive, #100
Las Vegas, Nevada 89121
Attention: Dhruv Shringi
e-mail: dhruv.shringi@yatra.com

(b) If to Parent:

Yatra Online, Inc.
1101-03, Tower B
11th Floor, Unitech Cyber Park
Sector – 39, Gurgaon – 122 001
Attention: Dhruv Shringi
e-mail: dhruv.shringi@yatra.com

with a copy to (but which shall not constitute notice to the Company):

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
Attention: Jocelyn Arel
Facsimile: (617) 321-4344
e-mail: JArel@goodwinprocter.com

(c) If to any Exchanging Shareholder, at the address specified on Exhibit C hereto or an applicable Joinder Agreement;

or to such other address as may be specified from time to time by the parties in a notice to the other parties given as herein provided. Such notice or communication will be deemed to have been given as of the date so personally delivered, telecopied, mailed or sent by courier.

Section 7.7 Successors and Assigns: Joinder Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, neither Parent nor the Company shall have the right to assign its rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of all of the other parties hereto, and any such assignment without such consent shall be void and have no effect on the rights of the Exchanging Shareholders hereunder. Any Exchanging Shareholder shall be entitled to assign any or all of his, her or its rights hereunder in conjunction with the assignment or transfer of his, her or its Class F Common Stock or the right to receive Ordinary Shares to a third party (a “**Permitted Transferee**”). All Permitted Transferees shall be required as a condition to any such assignment or transfer, to become a party to this Agreement as an Exchanging Shareholder by executing a Joinder Agreement and Parent and the Company shall counter sign and deliver to such Permitted Transferee an executed Joinder Agreement promptly following receipt of a validly executed Joinder Agreement from such Permitted Transferee. Notwithstanding anything to the contrary contained in this Section 7.7, if a holder of shares of Class F Common Stock shall have entered into a lock-up or similar agreement or an arrangement with the Company with respect to any such holder’s shares of capital stock of the Company, then such agreement or arrangement shall also apply to the holder with respect to its shares of Class F Common Stock mutatis mutandis.

Section 7.8 Specific Performance: Remedies. Each party acknowledges and agrees that the other parties would be damaged irreparably and would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, in addition to any other remedy to which he, she or it may be entitled at law or in equity, each party will be entitled to an injunction or injunctions to prevent breaches or threatened breaches of any of the provisions of this Agreement and to enforce specifically this Agreement and its provisions, without bond or other security being required. Except as expressly provided herein, the rights and remedies created by this Agreement are cumulative and in addition to any other rights and remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies or a waiver of the right to pursue any other right or remedy to which such party may be entitled.

Section 7.9 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of New York without regard to principles of conflict of laws.

Section 7.10 Submission To Jurisdiction. In any action or proceeding among the parties arising out of or relating to this Agreement, each of the parties (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of any New York federal court sitting in the Borough of Manhattan of the City of New York; (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court; and (iii) agrees that it will not bring any such action in any court other than a New York federal court sitting in the Borough of Manhattan of the City of New York, or, if (and only if) such court finds it lacks jurisdiction, any New York state court sitting in the Borough of Manhattan of the City of New York, and appellate courts thereof.

Section 7.11 Waiver Of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 7.12 Entire Agreement. This Agreement, the Contribution Agreement and the documents or instruments referred to herein and therein, including any exhibits and schedules attached hereto and thereto, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement and such other agreements supersede all prior agreements and the understandings among the parties with respect to such subject matter.

Section 7.13 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.14 Counterparts. This Agreement may be executed (including by facsimile or other electronic transmission) in one or more separate counterparts, each such counterpart being deemed an original instrument, and all such counterparts will together constitute the same agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, all as of the date first above written.

YATRA USA CORP.

By: /s/ Sanjay Arora

Name: Sanjay Arora

Title: President

YATRA ONLINE, INC.

By: /s/ Dhruv Shringi

Name: Dhruv Shringi

Title: Authorized Signatory

[Signature Page to Exchange and Support Agreement]

TERRAPIN 3 ACQUISITION CORPORATION

By: /s/ Sanjay Arora

Name: Sanjay Arora

Title: Chief Executive Officer

[Signature Page to Exchange and Support Agreement]

MIHI LLC

By: /s/ Duncan Murdoch
Name: Duncan Murdoch
Title: Vice President

By: /s/ Tobias Bachteler
Name: Tobias Bachteler
Title: Vice President

[Signature Page to Exchange and Support Agreement]

APPLE ORANGE LLC

By: /s/ Nathan Leight

Name: Nathan Leight

Title: Managing Member

[Signature Page to Exchange and Support Agreement]

NOYAC PATH LLC

By: /s/ Stephen Schifrin
Name: Stephen Schifrin
Title: Manager

[Signature Page to Exchange and Support Agreement]

PERISCOPE LLC

By: /s/ Guy Barudin

Name: Guy Barudin

Title: President

[Signature Page to Exchange and Support Agreement]

TERRAPIN PARTNERS EMPLOYEE
PARTNERSHIP 3, LLC

By: /s/ Nathan Leight

Name: Nathan Leight

Title: Managing Member

[Signature Page to Exchange and Support Agreement]

TERRAPIN PARTNERS GREEN EMPLOYEE
PARTNERSHIP, LLC

By: /s/ Nathan Leight

Name: Nathan Leight

Title: Managing Member

[Signature Page to Exchange and Support Agreement]

Jonathan Kagan

By: /s/ Jonathan Kagan
Name: Jonathan Kagan
Title:

[Signature Page to Exchange and Support Agreement]

George Brokaw

By: /s/ George Brokaw
Name: George Brokaw
Title:

[Signature Page to Exchange and Support Agreement]

Victor Mendelson

By: /s/ Victor Mendelson
Name: Victor Mendelson
Title:

[Signature Page to Exchange and Support Agreement]

EXHIBIT A

Form of Exchange Notice

To: Yatra USA Corp.
3225 McLeod Drive, #100
Las Vegas, Nevada 89121

Date: []

Ladies and Gentlemen:

Pursuant to the Exchange and Support Agreement, dated December 16, 2016, the undersigned hereby requests Yatra USA Corp. to exchange the number of shares of Class F Common Stock set forth below for Reciprocal Ordinary Shares and (ii) deliver such Reciprocal Ordinary Shares to the Designated Recipient set forth below.

DESCRIPTION OF SHARES TENDERED

Certificate Number(s)	Class F Common Stock Total Number of Shares Represented by Certificates	Number of Shares Exchanged	Certificate Number(s)	Number of Shares Redeemed ⁽¹⁾
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(1) Unless otherwise indicated, it will be assumed that all shares represented by the certificates described above are being exchanged or redeemed, as applicable.

DELIVERY OF RECIPROCAL ORDINARY SHARES

Name, address and Taxpayer ID Number of Designated Recipient	Number of Shares of Reciprocal Ordinary Shares to be Delivered
_____	=====
_____	_____
_____	_____
_____	_____

(1) Unless otherwise indicated, it will be assumed in each case that Reciprocal Ordinary Shares shall be delivered in certificate form to the Designated Recipient.

Proposed Exchanged Date (minimum 5 and maximum 45 calendar days in advance):

For each Designated Recipient of Reciprocal Ordinary Shares taking delivery by book-entry transfer made to an account maintained by the depository with the book-entry transfer facility, complete the following (only participants in the book-entry transfer facility may receive Reciprocal Ordinary Shares by book-entry transfer):

Name of Designated Recipient (must exactly match name supplied above)	Name of Institution Receiving Reciprocal Ordinary Shares	Account Number	Transaction Code Number
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Name and signature of Exchanging Shareholder:

(print name)

(signature)

EXHIBIT B
Form of Share Notice

To: Yatra Online, Inc.
1101-03, Tower B
11th Floor, Unitech Cyber Park
Sector – 39, Gurgaon – 122 001

Date: []

Gentlemen:

Pursuant to the Exchange and Support Agreement, dated December 16, 2016, on behalf of the Exchanging Shareholder, the Company hereby directs Parent to issue [] of Reciprocal Ordinary Shares to the Company in exchange for the number of shares Class F Common Stock set forth in the executed Exchange Notice attached hereto.

Very Truly Yours,

YATRA USA CORP.

By: _____
Name: _____
Title: _____

B-1

EXHIBIT C
Exchanging Shareholder Notices

Name

Address

C-1

AMENDMENT TO FORWARD PURCHASE CONTRACT

AMENDMENT No. 1 (this “Amendment”), dated as of December 16, 2016, to the Forward Purchase Contract (the “Agreement”), dated as of July 16, 2014, between MIHI LLC, a Delaware limited liability company (“MIHI”), and Terrapin 3 Acquisition Corporation, a Delaware corporation (“Terrapin”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement;

WHEREAS, pursuant to that certain Amended and Restated Business Combination Agreement, dated as of September 28, 2016, between Yatra Online, Inc. and Terrapin (the “Business Combination Agreement”), it is a condition to the obligation of the parties under the Business Combination Agreement that the parties hereto enter into this Amendment; and

WHEREAS, pursuant to and in accordance with Section 9.8 of the Agreement, the parties wish to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. Amendments.

(a) The first two sentences of the introductory paragraph of the Agreement are hereby deleted in their entirety and replaced with the following sentence:

“We are pleased to accept the offer MIHI, LLC (the “**Subscriber**” or “**you**”) has made to purchase an aggregate of 2,000,000 units (the “**Units**”) of Terrapin 3 Acquisition Corporation, a Delaware corporation (the “**Company**”), each Unit comprising one share of Class A Common Stock of the Company, par value \$0.0001 per share (“**Class A Common Stock**” or “**Class A Share**”) and one warrant to purchase one-half of one Share (“**Warrant**”) for an aggregate purchase price of \$20,000,000.00. The Units, Class A Shares and Warrants, collectively, are hereinafter referred to as the “**Securities**”.”

(b) The number “\$40,004,700.35”, which appears in Section 1 and Section 3.1 of the Agreement, is hereby deleted each time it appears and replaced with the number “\$20,000,000.00” each time it appears.

(c) The last sentence of Section 2.2.3 of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

“The Company will reserve sufficient Shares to permit full exercise of the Warrants.”

(d) The second sentence of Section 3.1 of the Agreement is hereby amended by deleting the phrase “and the shares of Class F Common Stock”.

(e) Section 5.2 of the Agreement is hereby deleted in its entirety.

(f) Section 5.3 of the Agreement is hereby amended by deleting the following in its entirety:

“All certificates representing the Class F Common Stock shall have endorsed thereon legends substantially as follows:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCKUP SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE SUBSCRIBER AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED DURING THE TERM OF THE LOCKUP EXCEPT PURSUANT TO ITS TERMS.”

Section 2. Entire Agreement. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Seller and Purchaser with respect to the subject matter hereof. Except as amended by this Amendment, the Agreement shall continue in full force and effect.

Section 3. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Amendment 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 Amendment 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 Amendment are consummated as originally contemplated to the greatest extent possible.

Section 4. Counterparts. This Amendment may be executed and delivered (including by facsimile transmission or by electronic transmission) in one 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.

Section 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of New York applicable to contracts wholly performed within the borders of such state, without giving effect to the conflict of law principles thereof.

[Signature Page to Follow]

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

MIHI LLC

By: /s/ Duncan Murdoch
Name: Duncan Murdoch
Title: Vice President

By: /s/ Tobias Bachteler
Name: Tobias Bachteler
Title: Vice President

TERRAPIN 3 ACQUISITION CORPORATION

By: /s/ Sanjay Arora
Name: Sanjay Arora
Title: Chief Executive Officer

FORFEITURE AGREEMENT

Terrapin 3 Acquisition Corporation
1700 Broadway
18th Floor
New York, NY 10022

December 16, 2016

Yatra Online, Inc.
1101-03, Tower B
11th Floor, Unitech Cyber Park
Sector – 39, Gurgaon – 122 001

Re: Forfeiture Agreement

Ladies and Gentlemen:

This letter (this “**Letter Agreement**”) is being delivered to you in connection with that certain Amended and Restated Business Combination Agreement, dated as of September 28, 2016 (the “**Business Combination Agreement**”), between Terrapin 3 Acquisition Corporation, a Delaware corporation (the “**Company**”), and Yatra Online, Inc., a Cayman Islands company limited by shares (“**Yatra**”), relating to the proposed business combination between the Company and Yatra.

This execution and delivery of this Letter Agreement is a condition to the obligations of the Company and Yatra to consummate the transactions contemplated by the Business Combination Agreement (the “**Transactions**”). In order to induce the Company and Yatra to proceed with the consummation of the Transactions and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Apple Orange LLC, Noyac Path LLC, Periscope, LLC, Terrapin Partners Employee Partnership 3 LLC and Terrapin Partners Green Employee Partnership, LLC (together the “**Terrapin Sponsors**”), and MIHI LLC (together with the Terrapin Sponsors, the “**Sponsors**”) and each of the undersigned individuals, each of whom is a director or member of the Company’s management team (each, an “**Insider**” and collectively, the “**Insiders**”), hereby agrees with the Company as follows:

1. Each Sponsor and each Insider agrees that immediately prior to the consummation of the Transactions, it or he shall surrender and forfeit to the Company such number of shares of Class F Common Stock of the Company and such number of warrants (“**Warrants**”) to purchase shares of Class A Common Stock of the Company (with each Warrant exercisable one half of a share of Class A Common Stock) as is set forth opposite such person’s name on Exhibit A hereto. Each Sponsor and Insider hereby authorizes the Company to take such actions as shall be necessary to evidence such surrender and forfeiture as of immediately prior to the consummation of the Transactions.

2. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

3. No party hereto may assign either this Letter Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party, except as provided above. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the Sponsors and Insiders and their respective successors and permitted assigns to whom a Sponsor transfers shares of the Company in compliance with this Letter Agreement. Any transfer made in contravention of this Letter Agreement shall be null and void.

4. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submits to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waives any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

5. This Letter Agreement may be executed and delivered (including by facsimile transmission or by electronic transmission) in one 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.

[Signature Pages Follow]

MIHI LLC

By: /s/ Duncan Murdoch
Name: Duncan Murdoch
Title: Vice President

By: /s/ Tobias Bachteler
Name: Tobias Bachteler
Title: Vice President

APPLE ORANGE LLC

By: /s/ Nathan Leight
Name: Nathan Leight
Title: Managing Member

NOYAC PATH LLC

By: /s/ Stephen Schifrin
Name: Stephen Schifrin
Title: Manager

PERISCOPE, LLC

By: /s/ Guy Barudin
Name: Guy Barudin
Title: President

**TERRAPIN PARTNERS EMPLOYEE
PARTNERSHIP 3 LLC**

By: /s/ Nathan Leight
Name: Nathan Leight
Title: Managing Member

**TERRAPIN PARTNERS GREEN EMPLOYEE
PARTNERSHIP, LLC**

By: /s/ Nathan Leight
Name: Nathan Leight
Title: Managing Member

/s/ Jonathan Kagan
Jonathan Kagan

/s/ George Brokaw
George Brokaw

/s/ Victor Mendelson
Victor Mendelson

Acknowledged and Agreed:

TERRAPIN 3 ACQUISITION CORPORATION

By: /s/ Sanjay Arora
Name: Sanjay Arora
Title: President

YATRA ONLINE, INC.

By: /s/ Dhruv Shringi
Name: Dhruv Shringi
Title: Chief Executive Officer

EXHIBIT A

Name	Number of Shares of Class F Common Stock to be Surrendered	Number of Warrants to be Surrendered
MIHI LLC	105,781	
APPLE ORANGE LLC	1,193,244	568,570
NOYAC PATH LLC	58,593	18,858
PERISCOPE, LLC	39,062	12,572
TERRAPIN PARTNERS EMPLOYEE PARTNERSHIP 3, LLC	689,664	
TERRAPIN PARTNERS GREEN EMPLOYEE PARTNERSHIP, LLC	28,031	
Jonathan Kagan	15,000	
George Brokaw	15,000	
Victor Mendelson	15,000	

Terrapin 3 Acquisition Corporation Completes Business Combination with Yatra Online

NEW YORK and Gurgaon, India, December 16, 2016 /PRNewswire/

Terrapin 3 Acquisition Corporation (NASDAQ: TRTL, TRTLU, TRTLW, “TRTL”) today announced that it completed its business combination with Yatra Online, Inc. (“Yatra”), a rapidly growing, India-based online travel agent. The transaction was unanimously approved by the boards of directors of both companies and was approved by a vote of TRTL’s shareholders on December 12, 2016. With the closing of the transaction, TRTL has become a partially owned subsidiary of Yatra and all shares of TRTL Class A Common Stock will be automatically exchanged for Yatra’s ordinary shares on a one-for-one basis and all warrants to purchase shares of TRTL Class A Common Stock will automatically become warrants to purchase Yatra’s ordinary shares on the same terms. Yatra’s ordinary shares will be traded on the NASDAQ Stock Market under the symbol “YTRA” beginning Monday, December 19, 2016 and Yatra expects its warrants will be traded on the OTCQX market under the symbol “YTRAW” in the near future.

Yatra is one of the fastest growing consumer travel platforms and the second largest online travel agency in India, one of the fastest growing economies in the world. Founded in 2006 by venture capital firms and experienced travel industry and technology executives, Yatra is a leading consolidator of travel products. Yatra has India's largest hotel network of 61,000 hotels. With more than four million customers, Yatra has emerged as the most trusted e-commerce travel brand in India, as ranked by The Economic Times. To further accelerate its growth, Yatra has entered into a strategic relationship with an affiliate of Reliance Industries Limited, one of India's largest conglomerates, in which Yatra's mobile app will be pre-installed on up to 35 million Reliance Jio LYF smartphones over the course of the next 36 months as Reliance launches one of India's largest 4G mobile networks.

Dhruv Shringi, Yatra’s co-founder and chief executive officer, said, “It’s a matter of great pride for us to be one of the few Indian companies to be listed on NASDAQ. Over the course of the past decade, Yatra has established itself as one of the leading brands and companies in the Indian Internet and e-commerce space. We are thankful to our shareholders, customers and patrons for supporting us and helping us achieve this milestone. The additional capital raised through this transaction will be used by us to further accelerate our growth, invest in mobile technology, and expand our multi-channel distribution network. With a well-established brand, a large and loyal customer base, and a strong balance sheet, we are a strong force to be reckoned with in the Indian travel market.”

Nathan Leight, chairman of Terrapin 3 Acquisition Corporation, said, “We are truly delighted to align our shareholders’ interests with Yatra’s accomplished team of management and distinguished venture and strategic investors. Dhruv Shringi and his team founded and created a company that millions of customers trust and return to for a wide range of travel services and experiences. We believe Yatra is uniquely positioned to benefit from the continued vibrant expansion of India, the world’s fastest growing major economy, and the rapid adoption of e-commerce and mobile technology by India’s flourishing consumer class.”

Yatra received approximately \$93 million in cash in connection with the business combination and related transactions.

Deutsche Bank Securities Inc. acted as capital markets advisor to TRTL and Macquarie Capital acted as capital markets advisor to Yatra with respect to the transaction. Greenberg Traurig, LLP and Ellenoff Grossman & Schole LLP advised TRTL. Goodwin Procter LLP advised Yatra.

About Terrapin and Terrapin 3 Acquisition Corporation

Terrapin directly invests in private equity and venture capital transactions, and its affiliates oversee investments in alternative asset managers, and engage in direct lending to new ventures and established businesses spanning a wide variety of industries. Terrapin transactions range in size from less than \$1 million to more than \$1.5 billion. Terrapin was established in 1997 and has offices in New York City and Miami.

TRTL was a special purpose acquisition company (“SPAC”) formed for the purpose of effecting a merger, acquisition, or similar business combination. TRTL was founded by Nathan Leight and was co-sponsored by affiliates of Terrapin Partners, LLC and affiliates of Macquarie Group Limited. TRTL was Mr. Leight’s and the Terrapin team’s third SPAC. Terrapin’s first SPAC became Great Lakes Dredge and Dock Corporation, the nation’s largest dredging company, in a transaction of approximately \$414 million. Terrapin’s second SPAC became Boise Inc., the nation’s third largest paper company, in a transaction of approximately \$1.6 billion.

About Macquarie and Macquarie Capital

Macquarie Group (“Macquarie”) is a global provider of banking, financial, advisory, investment and funds management services. Macquarie’s main business focus is making returns by providing a diversified range of services to clients. Macquarie acts on behalf of institutional, corporate and retail clients and counterparties around the world. Founded in 1969, Macquarie operates in more than 70 office locations in 27 countries. Macquarie employs approximately 13,800 people and has assets under management of over \$377 billion (as of September 30, 2016).

Macquarie Capital comprises Macquarie Group’s corporate advisory, capital markets and principal investing capabilities. Macquarie Capital’s expertise spans a variety of industry sectors, including telecommunications, media, entertainment, gaming, financial institutions, industrials, energy, resources, real estate, infrastructure, utilities and renewables.

Safe Harbor Language

This press release includes certain forward-looking statements, including statements regarding the expected effects on TRTL and Yatra of the business combination, the anticipated benefits of the business combination, the anticipated standalone or combined financial results of TRTL or Yatra, the anticipated future growth of Yatra or the markets it serves, the listing of the ordinary shares and warrants, and all other statements in this document other than historical facts. Without limitation, any statements preceded or followed by or that include the words "targets," "plans," "believes," "expects," "intends," "will," "likely," "may," "anticipates," "estimates," "projects," "should," "would," "expect," "positioned," "strategy," "future," or words, phrases or terms of similar substance or the negative thereof, are forward-looking statements. These statements are based on TRTL's and Yatra's managements' current expectations or beliefs and are subject to uncertainty and changes in circumstance and involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied in such forward-looking statements. In addition, these statements are based on a number of assumptions that are subject to change. Such risks, uncertainties and assumptions include: (1) risks relating to any unforeseen liabilities of TRTL or Yatra; (2) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, losses and future prospects; businesses and management strategies and the expansion and growth of the operations of Yatra; (3) the risk that disruptions from the transaction will harm Yatra's business; and (4) other factors detailed in Yatra's and TRTL's reports filed with the U.S. Securities and Exchange Commission (the "SEC"), including TRTL's Definitive Proxy Statement filed on November 22, 2016, under the caption "Risk Factors." Neither TRTL nor Yatra is under any obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements, whether as a result of new information, future events, changes in assumptions or otherwise, except as required by law.

Contacts:

Saumya Bhushan
Avian Media
+91-9910353007

SOURCE: Yatra USA Corp. (f/k/a Terrapin 3 Acquisition Corporation)
