

**ADDENDUM TO THE TRAIN'SHARE PURCHASE AGREEMENT
REFERRALS AS PAYMENT
("Addendum")**

This Addendum is hereby attached to and made a part of the Train'Share Purchase Agreement ("Agreement") between America's Trains, Inc. ("Developer") and the Train'Share Buyer or Buyers ("Buyer") named below, whether or not specific reference to this Addendum is made in the Agreement.

1. Developer is looking for qualified persons and entities ("Interested Party(ies)") that may have a genuine interest in individual Journey by Rail vacations, Train'Shares and/or Fractional Interest ownership of Private Cars.
2. Buyer shall provide names and related contact information of Interested Parties. Developer will contact them in a respectful and non intrusive manner and refer to Buyer as the source of Interested Parties names.
3. Based on a specific dollar amount for each Interested Party provided by Buyer and pursuant to the terms and conditions in this Addendum, the Developer hereby gives Buyer the following credit ("Valuable Consideration Credit") towards the Purchase Price of Buyer's Train'Share.

Number of Interested Parties _____ times \$200.00 each = total Valuable Consideration Credit of \$_____

4. On or before the Closing Date set forth in the Agreement, Buyer agrees to deliver the names and a reliable method of contacting the number of Interested Parties described above, including a primary telephone number ("Information"). The Information shall be given to the Developer Agent named below. If Buyer does not provide the Information the Developer may not accept the Train'Share Purchase Agreement as provided for in Section 35 therein. However, prior to not accepting the Agreement because the Information has not been received, the Developer will contact Buyer directly to confirm that Buyer has not and/or is no longer interested in providing the Information and Buyer shall have the option to alternatively pay \$200.00 each for the number of Interested Parties not provided.

5. Although the Developer expects them to have a genuine interest in the Developer's rail vacation products, if one or more of the Interested Parties has no interest it shall have no affect on and the amount of the Valuable Consideration Credit shall not be changed. Buyer's only obligation is to in good faith provide the names of Interested Parties as provided for above.

6. This Addendum must be executed on the same date as and must be attached to the Purchase Agreement. It becomes final when the Developer's Acknowledgement of the Train'Share Purchase Agreement occurs, pursuant to Section 35 of therein.

IN WITNESS WHEREOF, this Addendum is executed on the _____ day of _____ 201____.

BUYER(S):

Name: _____ Name: _____

Signature: _____ Signature: _____

DEVELOPER AGENT:

Name: _____ Telephone number: _____

Signature: _____ Email address: _____

Email address: _____