



ADDENDUM TO THE TRAIN'SHARE PURCHASE AGREEMENT – POINTS SELL BACK RIGHT

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 Buyer(s) ("Buyer") named below, whether or not reference to this Addendum is made in the Agreement.

The purpose of this Addendum is to provide Buyer with a way to sell Train'Share Points owned by Buyer at such time as Buyer has used at least six and does not want to use any more Journey Nights or does not want to retain ownership of all of some Owner's Points pursuant to Agreement provisions.

For a setup fee of \$100.00 payable by Buyer to Developer at the time this Agreement is executed, receipt of which is hereby acknowledged, unless otherwise limited in this Addendum, Developer hereby grants to Buyer a right to sell some or all of Buyer's Points of More Points purchased by Buyer back to Developer ("Sell Back") for valuable considerations not to exceed the total amount that Buyer paid for such Points ("Repurchase Amount"), excluding closing costs.

A Sell Back can include all or some of the number of Buyer's Points and More Points purchased by Buyer, excluding Additional Points; except that, if all of such Points owned by Buyer are not included in the Sell Back, the number of Points that are included must not reduce the total number of Owner's Points (Buyer's Points, More Points and Additional Points) to less than 10,000.

Additional Points acquired by Buyer at no additional cost shall be automatically reduced on a percentage basis equal to the number of Sell Back Buyer's Points plus More Points as a percentage of the total number of Buyer's Points and More Points owned by Buyer.

Buyer must deliver written notice to Developer ("Notification") that Buyer is exercising Sell Back rights during the 14 day period in any year immediately following the day and month of the Closing Date described in the Agreement, after Buyer has used Journeys by Rail that include a total of at least six Journey Nights. Notification within such 14 day period must be made as provided for in the Agreement for giving notices. The Notification must include the number of Points that Buyer wants to sell back to Developer.

In addition to the Repurchase Amount, Developer shall also reimburse Buyer any prepaid Journey Use Fees for Points that have not yet been used to pay for Journey Nights ("Fee Refund"). The Fee Refund shall be adjusted on a pro rata basis equal to the number of Points included in a Sell Back as a percentage of the total number of Owner's Points owned by Buyer.

The Repurchase Amount for a Sell Back and the Fee Refund shall be paid by a cash amount less the total Point Value of Journeys by Rail used to date by Buyer, at \$1.00 per Point.

The Repurchase Amount, and Fee Refund, shall be paid to Buyer by Developer within 30 days following delivery of a Notification.

By authority of this Agreement and upon payment of the related Repurchase Amount and Fee Refund by Developer, all Buyer's rights to Points included in a Sell Back shall terminate, Developer shall acquire ownership of the such Points free and clear of any and all claims and liens, and the Association is authorized to change ownership records for such Points to Developer or Developer's assignees in the Registry of Owners.

Buyer's Sell Back rights are void until Buyer pays/settles all existing or pending liens or claims against Buyer's Train'Share or Points, if any, or if Buyer owes any amount to Developer or any other party for the purchase of Points, or if Buyer owes any amount whatsoever to the Train'Share Owner's Association.

Sell Back rights can not be transferred or assigned and this Agreement shall terminate in the event that Buyer sells or assigns ownership of any or all of Owner's Points owned by Buyer to any party except Developer.

This Addendum must be executed on the same date as the Agreement. It becomes effective when Developer's Acknowledgement of the Agreement occurs, as provided for in the Agreement.

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

BUYER(S):

Name: _____ Name: _____

Signature: _____ Signature: _____

DEVELOPER AGENT:

Name: _____ Telephone number: _____

Signature: _____ Developer Email address: info@americatrains.com