

**FRACTIONAL INTEREST PURCHASE DEBIT/CREDIT CARD CHARGE "AUTHORIZATION"**

1. The payment(s) referred to in this Authorization is/are made in connection with a bona fide purchase of a Fractional Interest ownership ("Rights") pursuant to provisions of a Fractional Interest Purchase Agreement and other Documents including a Declaration, Rules and Terms and Conditions, all of which have been received by the undersigned Cardholder(s).
2. The undersigned Cardholder(s) acknowledges that tangible delivery of all of the Fractional Interest Rights being purchased, as referred to in this Authorization, shall be at the time that a Final Sale occurs after a waiting period during which the Cardholder(s) can cancel the Rights purchase and receive a refund that includes amounts paid by this Authorization, as described in the Purchase Agreement.
3. The undersigned Cardholder(s) agrees that delivery of all of the Rights shall be further evidenced by provision of a membership in Rail Car One LLC to be issued as provided for in the Purchase Agreement and that the place of Rights delivery by the Developer to the Cardholder(s) shall be Fort Worth, Texas, with the understanding that Journeys by Rail may originate at points throughout the United States.
4. The undersigned Cardholder(s) hereby authorizes the Developer to charge a portion of or the full Rights purchase price to the debit or credit card(s) identified below, understanding that they will be processed through a merchant account or comparable system ("System") as payment for the Rights and that paid amounts will be held in a Purchase Account managed by a Purchase Account Agent and will not be delivered to the Developer until after the waiting period described above.
5. The undersigned Cardholder(s) acknowledge that they have had the opportunity to become and are familiar with the circumstances and conditions that are associated with the Fractional Interest Rights purchase and the Journeys by Rail for which charges herein are being made.
6. The undersigned Cardholder(s) agrees that at such time as the Rights are delivered, as set forth in section 2. and/or section 3. above, that amounts paid are deemed to be fully earned by the Developer and that refunds or reimbursements of amounts paid by credit/debit card are limited to those expressly described herein and/or in the Purchase Agreement and Documents.
7. The undersigned Cardholder(s) acknowledges and agrees that the Developer has become obligated to pay costs related to providing Rights because of and starting at the time that the Fractional Interest purchase by the Cardholder(s) is a Final Sale, that subsequent provision of all Rights and related services shall be governed only by the provisions of the Purchase Agreement and Documents, and that all rights of Cardholder(s) to refunds, claims or recourse from or against the Developer or the System and their officers, managers or agents is strictly limited to those expressly set forth herein and in the Purchase Agreement and Documents.
8. In addition to related provisions herein, the Cardholder(s) hereby waives any and all rights to dispute the debit/credit card charges described below and to claim or receive a chargeback from the Card Issuer unless prohibited by law, and by a copy of this Authorization informs the Card Issuer accordingly.

**CARD 1**

<b>Cardholder Name:</b> (As it appears on the Card)			
<b>Billing Address:</b> Street, apartment, city, State, Zip code)			
<b>Card Issuer Type:</b>	<b>Card Number:</b>	<b>Expiration Date:</b>	<b>Pin:</b>
<b>Debit/Charge Amount:</b> (US dollars)			

The above Cardholder hereby makes a payment for the purchase of the Fractional Interest, authorizes the amount of credit or debit charge shown above, and agrees to perform the obligations in the Cardholder's agreement with the issuer, the System and their agents. This payment is in addition to any others that the Cardholder may have agreed to and must make.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Cardholder Signature

**CARD 2**

<b>Cardholder Name:</b> (As it appears on the Card)			
<b>Billing Address:</b> Street, apartment, city, State, Zip code)			
<b>Card Type:</b>	<b>Card Number:</b>	<b>Expiration Date:</b>	<b>Pin:</b>
<b>Debit/Charge Amount:</b> (US dollars)			

The above Cardholder hereby makes a payment for the purchase of the Fractional Interest, authorizes the amount of credit or debit charge shown above, and agrees to perform the obligations in the Cardholder's agreement with the issuer, the System and their agents. This payment is in addition to any others that the Cardholder may have agreed to and must make.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Cardholder Signature

The undersigned America's Trains Inc. agent hereby states that he/she has examined the driver's license or authentic picture identification and has confirmed the identity of the above person(s) signing this Authorization as being the person(s) named on the above Cards(s).

**AGENT:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_