



Hello!!

Thank you for checking out our website. I founded Eclipse Transervices Corporation in 1992 near Virginia, Nebraska. In August of 1997, we moved our operation to Beatrice, Nebraska. We offer a variety of services to shippers, traders, receivers, and trucking companies. Among them are transportation brokering, transportation and management consultation, factoring, computer and Internet services, compliance auditing, equipment leasing, hopper trailer rentals, and other related services. Eclipse is a member of the Nebraska Trucking Association and I have served on its Board of Directors for several years.

Being a licensed and bonded freight broker, we provide service throughout the United States and Canada. Our time-tested relationships with our shippers and authorized carriers allow us to provide transportation solutions for nearly every need. We specialize in dry bulk and organic transportation, but we also have experience and contacts in most areas of truck transportation.

My background in truck transportation began in 1974. I have owned and managed fleets with hoppers, pneumatics, tanks, vans, reefers, and flatbeds in a number of managerial positions for both global and regional carriers in a number of geographical areas. This experience and knowledge is utilized to recommend options for any movement, large or small, to provide the service and administration needed to surpass the requirements. I have a very talented staff and support team.

Earl Miner has also been in the transportation industry for over 30 years in a variety of managerial positions throughout the country. Earl began at Eclipse in 1992 and soon worked his way to be the Executive Vice President of the company. He also administers our computer network and web sites and can make recommendations for hardware, software, and related services to our customers. He has led Eclipse's progressive moves to protect the integrity of organic commodities, and providing reports to our customers.

Marci York joined our company in 1998 and Sheri Zulauf in 2004. They are very proficient truck transportation brokers. They coordinate loads with our 800+ authorized carriers nearly every day and advise our customers of any delays or problems that arise.

Matt Leonard in Sophia, NC, Jennifer and Derreck Furse in Gothenburg, NE, and Jeff Shaffer in Mitchell, SD operate offices as brokers and offer dedicated dispatch to owner-operators and small fleets pulling hoppers and end dumps. Hopper trailers are available for rent or lease at our Beatrice, Nebraska location.

Carrie Stewart, Brenda Pilkinton, Mark Warren and James Saathoff provide customer service as it relates to our billing and payable departments, invoicing via email & regular mail, digital imaging, processing quick pay options to our trucks, monitoring the compliance of our customers and carriers, and qualifying new customers and carriers to our organization.

Our web site, www.eclipsetrans.com, contains information useful to dry bulk and organic traders and truckers in addition to our [LoadManager](#) load and truck web posting system shows loads and trucks we have available. Our dispatchers are connected to the Internet with a T-1 line, which gives them the ability to communicate quickly with customers and truckers alike via websites or email when a telephone call isn't necessary. Eclipse also provides digital imaging services and maintains digital images of all shipping and receiving documents for several years. We also offer billing via email to eliminate mail time, lost & damaged mail, and paper handling with files you can review, print if you need it, or store in your server immediately as a PDF file. We will continue to utilize the cutting edge of technology to ensure our ability to provide the best service we can.

References are available upon request. Should you have any specific needs or questions, please let us know. We appreciate your interest in us and look forward to the opportunity to serve you.

Sincerely,

Ron J. Mencl
President

Voice: 402.223.2411

Fax: 402.223.2401

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Eclipse Transervices Corporation	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) 513 East Court Street 2nd Floor P O Box 68	Requester's name and address (optional)
City, state, and ZIP code Beatrice NE 68310		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
4	7	-	0	7	5	6	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	<i>Ron J. Munn, President</i>	Date ▶	5-20-11
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

SERVICE DATE

LICENSE

OCT 15 1992

No. MC 254050 (Sub-No. 0-B)

ECLIPSE TRANSERVICES CORPORATION
VIRGINIA, NE

This license is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR.
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

B.M.C. 85
(Rev. _____)

Approved by OMB

Expires / /
License No.

Exhibit "A"

MC- _____

BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 10927
OR NOTICE OF CANCELLATION OF THE AGREEMENT

(EXECUTED IN DUPLICATE)

KNOW ALL MEN BY THESE PRESENTS, That we Eclipse Transervice
Corporation, of Rt. 1 Box 58 Virginia, Ne. 68458
 (Broker) (City) (State)

TRUSTOR (hereinafter called Trustor), and Citizens State Bank -
Box 85 Virginia, Ne. 68458
 (Name of Trustee)

_____, a financial institution created and existing under
 the laws of State of Nebraska as TRUSTEE
 (State or District of Columbia)

(hereinafter called Trustee) hold and firmly bind ourselves and our heirs,
 executors, administrators, successors, and assigns, jointly and severally,
 firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the
 provisions of the Interstate Commerce Act, and the rules and regulations of
 the Interstate Commerce Commission relating to insurance or other security
 for the protection of motor carriers and shippers, and has elected to file
 with the Interstate Commerce Commission such a Trust Fund Agreement as will
 ensure financial responsibility and the supplying of transportation subject
 to said Act in accordance with contracts, agreements, or arrangements
 therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by
 the Trustor as a licensed Property Broker of Transportation by motor
 vehicle with 49 U.S.C. 10927(b), and the rules and regulations of the
 Interstate Commerce Commission, relating to insurance or other security for
 the protection of motor carriers and shippers, and shall inure to the
 benefit of any and all motor carriers or shippers to whom the Trustor may
 be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above,
 agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.

4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.

5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.

6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).

8. Trustee shall immediately give written notice to the ICC of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be cancelled at any time upon thirty (30) days written notice by the Trustee or Trustor to the ICC on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the ICC's Washington, D.C. office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the Commission upon request.

12. This agreement shall be governed by the laws in the State of Nebraska, to the extent not inconsistent with the rules and regulations of the ICC.

This trust fund agreement is effective the 2 day of October, 19 92, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement; as herein provided, but such cancellation shall not affect the liability of the trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 2 day of October, 1992

TRUSTOR

TRUSTEE

Eclipse Transervices Corporation

Name _____
Address Rt. 1 Box 58 Virginia,
Telephone No. (402) 688-4285
By [Signature]
(Signature and Title)
President

Name Citizens State Bank
Address BOX 85 Virginia, Ne. 68458
Telephone No. (402) 688-4272
By [Signature]
(Signature and Title)
President

Witness [Signature]

Witness [Signature]

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE _____ DAY OF _____, 19____ IS HEREBY CANCELLED AS SECURITY IN COMPLIANCE WITH THE ICC SECURITY REQUIREMENTS UNDER 49 U.S.C. 10927(b) and 49 C.F.R. 1043.4, EFFECTIVE AS OF THE _____ DAY OF _____, 19____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE COMMISSION.

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR



CREDIT APPLICATION

I understand that the following information is being given in order for you to determine my credit standing for the purpose of providing services to me. I affirm that the following information is true and correct. By signing this application, I am granting permission to ECLIPSE TRANSERVICES CORPORATION to contact the individuals listed below, obtain such additional information as you may need to determine my creditworthiness and to otherwise verify the information I have given, including the right to seek a credit report. I further authorize you to disclose any of this information to credit agencies and other creditors. I understand acceptance of this Application does not constitute an extension of credit nor a promise to extend credit. Any extension of credit does not constitute a promise to extend additional or future credit.

Full Name of Firm or Individual Applicant: _____

Principal Place of Business:

Street Address: _____ Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number: _____ Fax Number: _____
 E Mail Address: _____ Web Address: _____
 Primary Contact Person: _____ Home Phone Number: _____

Billing Address (if different than address above)

Street Address: _____ Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number: _____ Fax Number: _____
 E Mail Address: _____ Web Address: _____
 Primary Contact Person: _____ Are Purchase Order Numbers Required? _____

Type of Business: _____ Date Business was Formed: _____
 Corporation _____ Limited Liability Co. _____ Partnership _____ Sole Proprietorship _____ Other _____
 Federal Tax ID Number: _____ FWHA or ICC Number: _____
 If you are not a corporation, state you SSN: _____ Date of Birth: _____
 Name and Address of your Registered Agent for the State of Nebraska: _____

Names, Addresses, Telephone Numbers, and Social Security Numbers of all Officers and/or Partners:

1) _____ SSN: _____
 2) _____ SSN: _____
 3) _____ SSN: _____
 4) _____ SSN: _____

Has the applicant or its owners (if a corporation, company, or partnership) ever filed for bankruptcy: _____ If yes, explain:

Are there any judgments against the business or its owners: _____ If yes, explain:

Has the applicant ever been the subject of a repossession, collection, receivership, or similar legal proceedings: _____
 If yes, explain: _____

Initialed by Applicant: _____ Initialed by Witness: _____

BANK REFERENCES:

Name of Bank: _____ Branch Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ Phone: _____ Account #: _____

Name of Bank: _____ Branch Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ Phone: _____ Account #: _____

CREDIT REFERENCES: (Charge Accounts, Loans, Contract Purchases, etc.)

Name: _____ Account Number: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Credit Line: _____ Terms _____
Phone Number: _____ Fax Number: _____ E-Mail: _____

Name: _____ Account Number: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Credit Line: _____ Terms _____
Phone Number: _____ Fax Number: _____ E-Mail: _____

Name: _____ Account Number: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Credit Line: _____ Terms _____
Phone Number: _____ Fax Number: _____ E-Mail: _____

Name: _____ Account Number: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Credit Line: _____ Terms _____
Phone Number: _____ Fax Number: _____ E-Mail: _____

TERMS AND CONDITIONS OF SERVICES PROVIDED:

In the event that credit is issued to me by ECLIPSE TRANSERVICES CORPORATION, Applicant agrees to be bound by the following terms and conditions for all future services provided to applicant by ECLIPSE TRANSERVICES CORPORATION:

1. Unconditional terms of the sales of services by Eclipse Transervices Corporation are payment in full in U. S. Dollars within 15 days of Applicant being invoiced by Eclipse Transervices Corporation, unless agreed to otherwise in writing or contract.
2. Applicant will advise in writing of any employees or representatives who are not authorized to accept transactions in behalf of the Applicant.
3. Applicant will pay a service charge of 1.5% per month (18% per annum) on any amounts past due 30 days past billing date.
4. The laws of the State of Nebraska shall apply to this contract. The venue for any controversy arising out of this contract shall be in Gage County, Nebraska, and applicant agrees to personal jurisdiction in this venue. Eclipse Transervices Corporation may use any legal means, including but not limited to, seeking judicial relief against you for collection of an unpaid account. The prevailing party shall be entitled to an award of its attorney's fee and costs from the losing party if so ruled by the court.

By signing this credit application, I affirm that I am authorized to obtain credit on behalf of the applicant and to otherwise bind the applicant unconditionally to the terms and conditions set forth above, jointly and severally. In the event the applicant does not comply, I personally guaranty payment in full within 15 days. In the event that I am not so authorized, by signing this credit application, I agree to be personally liable under the terms and conditions of Eclipse Transervices Corporation set forth above.

I have read, initialed, and unconditionally agree to the preceding terms on pages 1 and 2:

Signed By:

_____ Title: _____ Date: _____

Printed Name: _____

Witnessed By:

_____ Title: _____ Date: _____

Printed Name: _____