

**CONFIRMATION OF PURCHASE AND SALE OF
MOTOR CARRIER TRANSPORTATION CAPACITY**

Trade Date:

Deal Number:

Contract Number:

To: Seller
Billing Address _____
Phone: _____/Fax: _____
DOT Safety Rating _____
MC Docket No. _____
Broker: Yes ___ No ___
Carrier: Yes ___ No ___

From: Buyer
Billing Address _____
Phone: _____/Fax: _____
Shipper: Yes ___ No ___
Carrier: Yes ___ No ___
Broker: Yes ___ No ___

This Confirmation evidences the binding verbal agreement reached between representatives of Buyer and Seller (the "Parties") on the Trade Date regarding a capacity purchase and sale transaction (the "Transaction") by which Seller has agreed to sell and provide to Buyer, and Buyer has agreed to purchase and receive from Seller, certain motor carrier transportation capacity (the "Capacity") under the following terms and conditions, as supplemented by the Enron Freight Markets Corp. General Terms and Conditions for Spot Sales of Motor Carrier Transportation Capacity Transactions [Rev. 04/21/01] ("Terms"), a copy of which is attached hereto and incorporated herein by reference (collectively, this "Agreement"). This Agreement shall constitute the entire agreement between the Parties regarding the Transaction. All capitalized terms not otherwise defined in this Confirmation shall have the meanings assigned to them in the Terms.

The Capacity shall be the motor carrier transportation capacity required to transport the following described product(s) from the below named Origin to the below named Destination at the specified rates and charges under the terms and conditions of this Agreement (as used in the Terms, a "Shipment"):

Origin Company _____
Origin (Address) _____
City/State/Zip _____
Contact _____
Phone # _____
Fax # _____
PO# / Ref# _____
Pick Up Date _____
Pick Up Time _____

Destination Company _____
Destination (Address) _____
City/State/Zip _____
Contact _____
Phone # _____
Fax # _____
Bill of Lading # _____
Delivery Date _____
Delivery Time _____

Equipment Type: _____; Commodity: _____
Units: _____ Weight: _____ Stated Value: _____

Other Terms and Charges: _____

Special Instructions: _____

Stop-off Instructions: _____

Hazardous Material: Yes ___ No ___ UN/NA: ___ Placard: _____

Contact & Contact #s: _____

If the Shipment includes Hazardous Materials, Shipper certifies that it is familiar with the Hazardous Materials Transportation Regulations at 49 CFR Parts 100-180 and fully understands its obligations thereunder (in particular under 49 CFR Part 173), and that all shipments tendered hereunder shall comply fully with the requirements set forth therein.

Price: \$ _____. The Price shall also include any additional charges set forth in this Confirmation, and if Buyer is a Shipper, all accessorial charges assessed by carriers in connection with the Transaction as a result of shipper or consignee action, including but not limited to excessive loading and unloading times.

Payment: All payments owed by Buyer shall be payable to Seller within ____ days of Buyer receiving proof of delivery and Seller's invoice. All payments by check shall be made to Seller at Seller's address set forth above.

The Parties agree that they will function in this Transaction as a Broker, Shipper or Carrier. The duties, responsibilities and liabilities of Parties functioning in each such capacity are set forth in the EFM General Terms.

If the Party receiving this Confirmation objects to any differences between this Confirmation and the agreement reached between the Parties regarding the Transaction, the receiving Party must notify the Party sending the same of the Receiving Party's objections in writing by fax to (713) _____ at or before 5:00 p.m., Central Time, on the date this Confirmation is received. If, however, this Confirmation is received after 4:00 p.m., Central Time, then the receiving Party must notify the sending Party of any such objections in the same manner, but at or before 12:00 noon, Central Time on the date following such receipt.. If the Receiving Party fails to object within such time period, such objections shall be deemed waived and the terms of this Confirmation, as supplemented by the EFM General Terms, will become final and conclusive evidence of all the terms of the binding agreement regarding this Transaction.

Sincerely,

ENRON FREIGHT MARKETS CORP.
(formerly known as "Webmodal, Inc.")

By: _____
Agent and Attorney-in-Fact

Confirmed:

[NAME OF COUNTERPARTY]

By: _____
Its: _____